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AGREEMENT BETWEEN
AFSCME OHIO COUNCIL 8, LOCAL 2533
AND
MAHONING COUNTY AUDITOR
EFFECTIVE
JULY 2, 2014 THRU JULY 1, 2017

ARTICLE 1 – INTENT OF THE AGREEMENT

Section 1.1 It is the intent and purpose of this agreement to set forth understandings and agreements between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein. This agreement also provides a procedure for the prompt and equitable adjustment of grievances.

ARTICLE 2 -RECOGNITION

Section 2.1 The Mahoning County Auditor, herein "the Employer", recognizes AFSCME, Ohio Council 8, AFL-CIO, herein "the Union" as the sole and exclusive bargaining representative for all employees of the Mahoning County Auditor listed in **Appendix B** of this agreement.

Section 2.2 Other provisions of this Agreement notwithstanding, it is agreed the Union shall be recognized for the bargaining unit as described by the State Employment Relations Board (SERB) "**CERTIFICATION PURSUANT TO REQUEST FOR RECOGNITION**", Case No. **01-REP-11-0277**, which is attached as an Appendix A to this Agreement.

Section 2.3 Any new classification which may be included or excluded from the bargaining unit shall become a subject of bargaining between the Union and the Employer. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a new classification the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

ARTICLE 3 -CONTRACTING OUT/OUTSOURCING

Section 3.1 The parties agree that any work that is contracted out shall not erode the bargaining unit. The parties further agree that any bargaining unit employees adversely affected by reorganization, including contracting out, will receive first consideration for any other openings within the Auditor's office, provided ability is demonstrated. In the event the Employer decides to contract out work (outsource), Employer will confer with Union. However, the determination to contract out work (outsource), will remain at the discretion of the Employer.

ARTICLE 4 –DISCRIMINATION

Section 4.1 The Employer and the Union agree they shall not discriminate against any bargaining unit employee on the basis of age, gender, color, creed, national origin, race, political affiliation, marital status, disability or sexual orientation.

Section 4.2 The Employer agrees it shall not discriminate against, interfere with, restrain or coerce any employee because of membership in the Union or because an employee holds Union office; nor shall it interfere with an employee's right to become a member of the Union.

Section 4.3 The Employer and the Union shall prohibit sexual harassment in accordance with Section 4112 of the Ohio Revised Code, and Section 703 of Title VII of the Civil Rights Act of 1964 (as amended).

Section 4.4 References to employees in this Agreement designate both genders and when a specific gender is used it shall be construed to include both male and female employees.

ARTICLE 5 – UNION RIGHTS AND REPRESENTATION

Section 5.1 Non-employee representative of the Union shall have the right to enter the facilities of the Employer and visit with the employees covered by this agreement for the purpose of ascertaining whether the agreement is being observed by the parties and for the purpose of investigating and processing grievances in accordance with the Grievance Procedure contained herein. Union representatives shall notify the Auditor or his designee upon entering the premises of the Employer.

Section 5.2 The Employer recognizes the right of the Union to select local officers, stewards and alternate stewards to represent the employees. These Union officers, stewards and alternate stewards shall be allowed reasonable time for the purpose of investigating grievances, processing grievances and the general administration of the agreement. These officers shall notify their respective supervisor before taking time and they shall be allowed reasonable time to conduct Union business. Such time shall not result in any loss of pay or any other benefit arising from this Agreement nor substantially detract from the flow of work to be administered by this office.

Section 5.3 An employee who alleges a grievance shall notify the immediate supervisor and shall ask the supervisor to call the steward or local union officer. The steward or officer shall make arrangements with her supervisor, as outlined in Section 5.2 of this Agreement, prior to leaving the job site to visit with the employee. The employees and the steward or officer shall be given reasonable time to discuss the grievance without loss of pay or benefits.

Section 5.4 Employees, stewards and other appropriate officers of the Union will attend all grievance meetings as contained in the grievance procedure without loss of pay or benefits on company time.

Section 5.5 In the event a grievance is processed to arbitration, employees, stewards, union president and all employee witnesses will be permitted to attend the hearing without loss of pay or benefits. Such time shall not result in any loss of pay or any other benefit arising from this Agreement nor substantially detract from the flow of work to be administered by this office.

Section 5.6 Within the time limits set forth in the grievance procedure, meetings shall be held at times mutually convenient and acceptable to the Employer and the Union.

Section 5.7 It shall not be a violation of this agreement and it shall not be a cause of discipline or discharge for an employee within the bargaining unit to refuse to enter upon any property involved in a lawful dispute directly involving a union, refuse to cross or work behind any lawful primary picket line imposed by a union, or refuse to do work normally done by primary striking members of a union which is not otherwise the responsibility of the employee.

Section 5.8 No more than five (5) paid days per union officer and no more than an aggregate of 15 days shall be allowed all officers per calendar year unpaid union leave for the purpose of attending conferences, conventions, seminars and other union functions. Union leave must be taken in eight (8) hour increments. Employees may use vacation leave for such leave.

Section 5.9 The Employer agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union only at each work site. The placement of the bulletin boards must be in areas which are easily accessible to the employees of the bargaining unit.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 6.1 Management retains its constitutional, statutory, or inherent exclusive rights of the Employer with respect to matters of general managerial policy except as specified in this agreement. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the fundamental right and responsibility to direct the operations of its departments, to promulgate reasonable work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs, and services, and to utilize personnel in a manner that is designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty;
- E. To promulgate and enforce reasonable work rules, policies and procedures;
- F. To determine the hours of work, the work schedules, and to establish the necessary reasonable work rules for all employees;
- G. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To determine the department's budget and uses thereof; and
- J. To maintain the security of records and other pertinent information.

ARTICLE 7 – BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 7.1 The parties agree that no section of the civil service laws contained in the Ohio Revised Code Section 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 7.2 Notwithstanding the above, Ohio Revised Code Sections 124.388 and 124.57 shall continue to apply to bargaining unit employees.

Section 7.3 In accordance with the provisions of Ohio Revised Code Section 4117.10(A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article

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

Article 10 Probationary Periods	ORC 124.27; ORC 123:1-19
Article 11 Seniority	ORC 124.321-124.328; ORC 9.44
Article 12 Layoff and Recall	ORC 124.321-124.328
Article 15 Hours of Work	ORC 4111.03
Article 22 Disciplinary Procedure	ORC 124.34
Article 23 Sick Leave	ORC 124.38; ORC 124.39
Article 26 Holidays	ORC 325.19
Article 27 Vacation	ORC 9.44; ORC 325.19
Article 30 Grievance Procedure	ORC 124.34

ARTICLE 8 -NO LOCKOUT/NO STRIKE

Section 8.1 The parties to this Agreement recognize the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes which may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- A. That neither the Employer nor its officers or representatives will directly or indirectly authorize, instigate, cause and/or condone any lockout of bargaining unit members.
- B. That neither the Union nor its authorized officers or representatives will directly or indirectly authorize, instigate, cause and/or condone any strike, work stoppage, slowdown or concerted "sick" leave by bargaining unit members.

ARTICLE 9 – DUES DEDUCTION/FAIR SHARE FEE

Section 9.1 The Employer shall deduct regular union dues, initiation fees and assessments from the pay of employees in the bargaining unit, upon receipt from the Union of individual written authorization cards voluntarily signed by employees. An employee shall have the right to revoke such authorization card in accordance with said authorization agreement.

Section 9.2 Deductions will be made from the pay of all bargaining unit members, who have authorized said deduction, each pay period. In the event an employee's pay is insufficient to cover the dues deduction, the Employer will make a double deduction from the next pay earned.

Section 9.3 All bargaining unit members who are not members of the Union shall pay a fair share fee to the Union. All employees hired after the date of this agreement, which do not become members of the Union, shall pay a fair share fee, effective at the end of an employee's probationary period, as a condition of employment. The deduction of the fair share fee from any earnings of the employee shall be automatic and require no written authorization for payroll deduction. All disputes concerning the amount of fair share fee shall **not** be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

Section 9.4 The Union shall notify the Employer as to the amount of regular Union dues to be deducted. The Union shall notify the Employer as to the amount of fair share fee to be deducted.

Section 9.5 All union dues and fair share fee deductions will be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which deductions are made. These deductions shall be forwarded to the Controller of AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085.

Section 9.6 The Employer will send a list of names for which deductions are made with each payment. This list will designate which employees are fair share payers. This list shall include last known address and social security numbers of the names listed.

Section 9.7 Once funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union holds the Employer harmless from any claims, actions or proceedings, by an employee, arising from deductions made by the Employer.

Section 9.8 The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

Section 9.9 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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.

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

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

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

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

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

ARTICLE 10 – PROBATIONARY PERIOD

Section 10.1 Newly Hired employees will be regarded as probationary employees for the first one hundred and twenty (120) days of employment. An additional sixty (60) days may be instituted at the Employer's discretion.

Section 10.2 Probationary employees continued in service of the Employer subsequent to the termination of the probationary period shall receive full seniority and continuous service credit from the date of the initial employment.

Section 10.3 All employees promoted pursuant to the terms of this agreement shall serve a probationary period not to exceed one hundred and eighty (180) days from the effective date of promotion and shall be paid at the appropriate rate of pay of the classification to which she is promoted.

Section 10.4 The Employer will immediately provide the Union with a notice of all employees hired or promoted by the Employer. Such notice shall contain the name, address, job site, position classification and the date of hire or promotion.

Section 10.5 Should a newly promoted employee wish to return to the position/classification from which she was promoted, the employee may do so during the probationary period.

Section 10.6 All employees promoted to a higher classification shall be placed at the lowest step of the pay range for the classification but no employee shall be placed at a rate that provides less than a 2.5% increase.

ARTICLE 11 – SENIORITY

Section 11.1 The Employer will immediately provide the Union with a notice of all employees hired or promoted by the Employer. Such notice shall contain the name, address, job site, position classification and the date of hire or promotion.

Section 11.2 Employees who are reinstated within one (1) year of separation from employment from the Employer shall not lose seniority. However, no seniority shall be credited for time separated from service.

Section 11.3 Seniority shall be lost only when an employee:

- A. Quits or resigns and is not rehired within one (1) year;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than twelve (12) consecutive months and is not recalled to service;
- D. An employee is promoted out of the bargaining unit, except that no break in seniority shall occur for ninety (90) days after the promotion. Should the employee elect to remain in the non-bargaining unit position subsequent to ninety (90) days, then their seniority shall be "frozen" as of the date of promotion.

Section 11.4 In an effort to maintain continuity in the union, the Employee serving as President of AFSCME Local 2533 shall have Super-seniority in the event of a layoff in the bargaining unit. He/she will not be laid off regardless of their overall agency seniority.

ARTICLE 12 – LAYOFF AND RECALL

Section 12.1 If it becomes necessary to reduce the bargaining unit due to a lack of funds, change in work processes, lack of work, or for reasons of efficiency and economy, employees shall be laid off in the following order:

- a. All non-permanent positions;
- b. Employees who are in their initial probationary periods;
- c. Part time permanent employees who have completed their initial probationary period;
- d. Full time permanent employees who have completed their initial probationary period.

Section 12.2 If it becomes necessary to affect a layoff, employees shall be laid off in accordance with the procedure outlined in Section 12.1 of the Agreement in the inverse order of seniority with the Employer.

Section 12.3 Employees who are laid off shall first have the right to displace the least senior employee in the classification. If there is no displacement opportunity within the classification of a laid off employee the employee may displace to a classification with a lower pay range in the same classification series. If there is no displacement opportunity within the classification series then a laid off employee may displace to any classification with a lower pay range for which the employee meets the minimum qualifications of the position. Any employee exercising their rights to displace must have the ability to perform the tasks of the classification they are displacing into.

Section 12.4 All employees of the Employer shall be given a minimum of fourteen (14) calendar days' notice of the layoff, indicating the circumstance which makes the layoff necessary and notifying the employees of their rights pursuant to this Article. Such notice shall be sent by mail to the employee's last known address.

Section 12.5 Prior to any notice of layoff being sent, the Employer and the Union shall meet for the purpose of finding alternatives to layoff. If no alternatives can be agreed to, available employment within the Auditor's Office or the Data Processing Office for the affected employee(s) shall be discussed. A copy of all layoff notices shall be furnished to the Union.

Section 12.6 In the event of a layoff, employees may request and receive payment for all or any part of accrued vacation. Payment of such time shall be made at the earliest possible opportunity but no later than fourteen (14) days of such request. If an employee does not request payment for unused vacation leave the leave will be paid out upon the expiration of the employee's recall right.

Section 12.7 When it is necessary to increase the workforce following a layoff, employees shall be recalled to the job classification from which the employee was laid off. An employee who was laid off and an employee who exercised displacement rights shall be treated the same. Therefore the most senior employee, displaced or laid off, shall be recalled first. Employees shall be recalled in inverse order of layoff/displacement.

Section 12.8 Employees who are on layoff shall have the right to recall for a period of twelve (12) months from the effective date of layoff.

Section 12.9 Any employee on layoff will be given fourteen (14) calendar days' notice of recall. Such notice shall be by certified mail (return receipt requested) to the employee's last known address.

Section 12.10 Employees who displace into lower rated classifications shall have unlimited right of recall to their former classification.

ARTICLE 13 – VACANCIES, PROMOTIONS AND BIDDING

Section 13.1 When the Employer determines that a vacancy within the bargaining unit exists, or a new position or classification is created within the bargaining unit; the Employer shall post notice of such opening(s) in all work sites for a period of five (5) working days. The notice shall contain the job title, rate of pay, initial work site, brief description of duties, qualifications as specified in the job description, and date of the posting. After the five (5) working days, all job postings will be placed on the Mahoning County website and any other external websites deemed appropriate by management.

Any employee who has passed his/her initial probationary period and wishes to be considered for the posted position shall file a written application with the Auditor before the end of the posting period. A copy of all job postings shall be forwarded to the Union President.

Section 13.2 Each applicant not selected for a vacant bargaining unit position in which they have submitted a bid shall be entitled, upon request in writing, to a written explanation stating why they were not the successful applicant. Prior to receiving a written explanation an employee must first meet with the Auditor. If, after meeting with the Auditor, the employee is not satisfied with the explanation received, then the employee shall receive a written response in accordance with the above procedure.

ARTICLE 14 – TEMPORARY TRANSFERS

Section 14.1 Temporary filling of a position shall not exceed ninety (90) calendar days. Where a position is to be filled in excess of (90) days, it shall be filled in accordance with the procedure

established in Article 11 (Vacancy, Promotion, and Bidding), or the ninety (90) day limit may be extended by written agreement between the Union and Employer.

Section 14.2 Employees who are assigned to temporarily work in a lower classification shall continue to receive the rate of pay for their permanent classification. Employees who are assigned temporarily to classifications above their permanent classification for eleven (11) or more work days shall receive the rate for the higher classification for all hours worked in such higher classification. The Employer shall notify the Union each time an employee is temporarily transferred to another classification.

ARTICLE 15 – HOURS OF WORK

Section 15.1 Public office hours will be from 8:00 am through 4:30 pm, Monday through Friday.

Section 15.2 Employees will work a 4-10 (four days at 10 hours per day) work week starting at 7:00 a.m. and ending at 5:00 p.m., with a ½ hour paid lunch. An employee may elect to work a regular 5-8 (five days at 8 hours per day) week with the Auditor's approval (starting at 8:00 am and ending at 4:30 pm with 1/2 hour unpaid lunch). If an employee makes this election, they cannot change their regular work schedule without the approval of management. Employees may select their day off, but Management will have the final say as to which day an employee may have off. Seniority and availability of coverage will be considered. In the event it is necessary to change the hours of work, starting or quitting times of any shift or schedule of hours, the Employer may meet with the Union to discuss such changes. The 4-10 work schedule is solely at the discretion of the Auditor and may be revoked at any time.

Section 15.3 Each employee shall be granted two (2) rest periods with pay, as has been the current practice, not to exceed fifteen (15) minutes mid-morning and mid-afternoon and not to be tacked on to the beginning or conclusion of one's lunch period or the beginning or end of the work day.

Section 15.4 When an employee is required by the Employer to work more than forty (40) hours per work week, he/she shall be paid time or credited with compensatory time at the employer's discretion at one and one-half (1 ½) times the excess hours worked. Vacation time, personal time and holiday time shall be considered "time worked" for purposes of calculating overtime, but sick time shall not be considered time worked. When overtime is necessary for an employee to work, that employee shall initiate a request for overtime to her supervisor via the internal e-mail system. The Employer shall be the sole judge of the necessity of overtime and when it shall be required. The Auditor or his designee must approve overtime in advance.

ARTICLE 16 – JOB DESCRIPTIONS/CLASSIFICATIONS

Section 16.1 The Union and Management agree to refer to the Auditor/Data Processing Committee as defined in Article 15 to develop new position descriptions, including new job titles, duties and minimum qualifications. Any changes in compensation resulting from new job descriptions will be negotiated

between the parties. All employees will continue to perform the duties of the classifications they currently hold unless negotiated and agreed to by the parties to change job content. The final determination of the content of a new job description shall be the sole authority of the County Auditor.

Section 16.2 If job classifications other than supervisory are established after the date of this Agreement, the Employer and the Union will meet to discuss whether such classifications should be added to the existing bargaining unit.

Section 16.3 It is expressly understood that there is a significant likelihood that a number of bargaining unit members will receive amended job descriptions due to changes in legislation and impending projects: Manatron, Courtview, Munis ERP and future upgrades. Those affected members shall be provided a copy of the amended job descriptions subsequent to the completion and acceptance of the aforementioned projects, with a copy to the Union President.

In the interim, in the event a bargaining unit member desires a copy of its present job description, a request for same shall be made to the Auditor.

ARTICLE 17 – LABOR/MANAGEMENT COMMITTEE

Section 17.1 In the interest of promoting harmonious relations, the parties agree to form a Joint Labor Management Committee which shall meet on an as needed basis, but at least once each half-year. Requests for such meeting can be made by either party. At least five (5) working days prior to the requested meeting date, the parties shall exchange agendas that contain items the parties wish to discuss and the names of the representatives who will attend the meeting. The purpose of the meetings is to discuss interpretation and administration of the Collective Bargaining Agreement, changes made by the Employer which may affect the bargaining unit, Health and Safety issues, dissemination of information and other issues of interest to the parties.

No more than three (3) union representatives (including the Ohio Council 8 Staff Representative) will attend the meeting. The parties may, through mutual agreement, invite additional individuals to attend and address specific issues.

Union representatives shall not lose pay or benefits while attending these meetings.

ARTICLE 18 – BEREAVEMENT LEAVE

Section 18.1 In the event of a death in an employee's immediate family as set forth in sub-section (A), the employee shall be entitled to five (5) days bereavement leave with pay, in accordance with the schedule listed below. The Auditor may grant additional unpaid time off or an employee may use accumulated sick leave or vacation for additional time off if needed.

- A. An Employee shall be entitled to bereavement leave of five (5) days with pay in the event

the death of an employee's spouse, mother, father, child, sibling, a legal guardian or other person who stands in place of a parent (in loco parentis), grandparent, grandchild, or spouse's parent.

- B. The Auditor may grant bereavement leave up to three (3) days with pay for their daughter or son-in law. Up to two (2) sick days leave may be taken in addition to these three (3) days, per the approval of the Auditor.
- C. The Auditor may grant bereavement leave up to two (2) days with pay for the death of an aunt or uncle, or brother or sister-in-law. One (1) additional sick day leave may be taken in addition, per the approval of the Auditor.

ARTICLE 19 – EDUCATION PROGRAM

Section 19.1

- A. The Employer shall create a program for full-time (forty hours per week) employee education. All employees taking advantage of this program must be involved in a course of study that benefits the Department. The Auditor retains sole and exclusive right to determine if the program is funded. The Auditor will inform the Union by December 31st of each year during the life of this Agreement as his determination of funding for this program for the following year. All requests for reimbursement must be made at least thirty (30) days before the course work begins.
- B. This Article shall be subject to the availability of funds to the Department. In the event that funds are limited employees currently enrolled in a program will be given first preference based on grade point average. All other funds will be made available to employees on the basis of seniority.
- C. Upon approval, and on the appropriate forms provided, the Employer will reimburse an employee for tuition and textbooks for pre-approved courses at the following rate:

Grade of A	100%
Grade of B	80%
Grade of C	75%
Below C (including C-)	0%

- D. This Article does not apply to courses, workshops or training required by the Employer.

All processes for tuition reimbursement will be under the policies of the Board of County Commissioners. In the event the Board of Commissioners changes the instant policy, that change shall govern.

ARTICLE 20 – SAFETY AND HEALTH

Section 20.1 The Employer shall make reasonable attempts to maintain a safe and healthful workplace and comply with applicable safety laws, rules and regulations.

Section 20.2 Occupational safety and health is the mutual concern of the Employer and the Union. In this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules and regulations.

Section 20.3 Employees shall follow all departmental safety rules, regulations and methods.

Section 20.4 Employees will promptly report to their immediate supervisor conditions alleged to be unsafe. The Supervisor will investigate the report and correct any condition to be found unsafe, if possible.

Section 20.5 Safety and health matters of mutual concern will be addressed at Labor/Management conferences. If an issue is not resolved to the satisfaction of the Union at the Labor-Management Conference, it may be grieved.

ARTICLE 21 – WAGES AND COMPENSATION

Section 21.1

- A. On the 1st pay in 2015, every full-time (30 hours or more per week) bargaining unit employee shall receive a \$1,200 cost of living supplement. This will not affect their base pay.
- B. On the 1st pay in 2016, every full-time (30 hours or more per week) bargaining unit employee shall receive a \$1,200 cost of living supplement. This will not affect their base pay. Part-time employees will receive a pro-rated portion of the \$1,200 cost of living supplement based upon hours worked. Intermittent workers are not eligible for this supplement.
- C. Effective the 1st pay of 2017, every bargaining unit employee shall receive a 2.5% cost of living supplement. This will not affect their base pay, but will be subject to PERS.

Section 21.2 Each employee is responsible for 100% of their PERS employee pickup.

Section 21.3 The Employer agrees to pay each full-time (30 hours or more per week) bargaining unit member an allowance of \$35 per month to reimburse the expenses related to parking. Employees who are provided County vehicles or who are reimbursed for their daily mileage are not eligible for this allowance. Employees who do not have vehicles that are driven to work are also not eligible for this allowance.

Section 21.4 Min/Max Wage Scale Adjustments - Wage scales have been set for each classification with a minimum and maximum pay amount. An employee who has not yet reached the maximum payment within their classification may be able to request a merit pay increase within their classification. The parties agree that all bargaining unit employees will receive an annual performance evaluation no later than December 15th of every year. The annual evaluation may be a tool that management will utilize when determining if a merit increase is warranted. The decision shall be the sole discretion of the Auditor and shall be based upon the following criteria:

- A. Performance Evaluations with achievement scores equal to Above Average or Superior performance.
- B. Attendance and reliability scores equal to Above Average or Superior.
- C. Two or more years of experience.
- D. D. Available budget appropriations

Section 21.5 Once an employee is granted a merit increase, they will not be eligible for consideration of an additional merit increase until the second annual review following the last merit adjustment.

ARTICLE 22 – DISCIPLINARY PROCEDURE

Section 22.1 No form of disciplinary action will be taken against any employee except for just cause.

Section 22.2 Except in instances where the employee is found guilty of gross misconduct, and subject to immediate discharge, discipline shall be applied in a corrective, progressive, and uniform manner. Gross misconduct shall include acts of dishonesty and/or acts of moral turpitude.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Progressive discipline shall be as follows:

- A. Verbal Warning
- B. Written Warning
- C. 1- 3 Days Suspension
- D. Termination

Section 22.3 Whenever the Employer determines that an employee will be suspended for disciplinary reasons, or terminated, the Employer shall notify the employee, the Union President and the Ohio

Council 8 Staff Representative, in writing, of the exact charges against the employee and what form of discipline may be imposed. Such notice shall be sent to all parties within ten (10) working days of the day the Employer has knowledge of the event necessitating or allegedly causing the disciplinary action. For this purpose, "working days" shall be defined as Monday through Friday, excluding legal holidays.

The employee may be accompanied by a Union Steward or officer during the disciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer, only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed, or may have the Union Representative present his/her response. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein. An employee who is suspended or terminated may file a grievance at Step 3 of the grievance procedure, and may have a conference with a Union Steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises.

Section 22.4 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters according to the following schedule:

- A. Instruction and Cautioning: Twenty-Four (24) months
- B. Written Warning: Twenty-Four (24) months
- C. Suspension: Twenty-Four (24) months

Disciplinary "instruction and cautioning" and written reprimands shall be delivered to the employee no later than thirty (30) calendar days after the Employer's knowledge of the incident leading to disciplinary actions.

Section 22.5 The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.

ARTICLE 23 – SICK LEAVE

Section 23.1 **Crediting of Sick Leave.** Employees shall be entitled to sick leave as provided by state law, which presently is codified in Ohio Revised Code Section 124.38 and provides, in pertinent part as follows:

Employees shall be entitled for each completed eighty hours of service to sick leave of four and six-tenths hours with pay.

Section 23.2 **Charging of Sick Leave.** Sick Leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 23.3 **Uses of Sick Leave.** Employees may use sick leave, upon approval of responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, and illness, injury or death in the employee's immediate family; the latter event subject to Article 16, Bereavement Leave. Unused sick leave shall be cumulative without limit. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of absence from previously scheduled work.

Section 23.4 **Evidence Required for Sick Leave Usage.** The Employer shall require an employee to enter in all requests for sick leave into the Employee Self-Service system (McMe) and to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave if greater than three days. Falsification of either as written, signed statement or a physician's certification shall be grounds for disciplinary action including dismissal.

Section 23.5 **Notification by Employee.** When an employee is unable to work, he/she shall notify the Supervisor or other designated person within one (1) hour of the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the Supervisor. Employees are required to call into the Auditor's switchboard to call off. They may also e-mail or text their direct supervisors if possible.

Section 23.6 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action up to and including dismissal and refund of salary or wage paid.

Section 23.7 Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician statement shall be required for absences of three (3) or more consecutive days due to illness. Where a pattern exists, or a regularity of use, the Employer may require a physician's certification of disability or other proof where the Employer suspects abuse of sick leave even where less than three (3) consecutive days.

An employee who is on extended sick leave under a physician's care may be required to submit a weekly statement from the physician certifying the status of the illness/injury. Upon return to work, the employee must furnish a statement from the physician certifying his/her ability to perform the job duties.

Section 23.8 Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, as designated by the County's workers compensation department to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of examination shall be paid by the Employer.

ARTICLE 24 – CONVERSION OF SICK LEAVE

Section 24.1 Employees who retire under the Ohio Public Employees Retirement System shall be entitled to convert accrued but unused sick leave as provided by the Ohio Revised Code statutory section (124.39(B)) or its subsequent amendments.

ARTICLE 25 -LEAVES OF ABSENCE

Section 25.1 Leaves of absence, military leave, disability leave, medical leave to care for a family member, maternity or child care leave, court leave, personal leave, and any other leave authorized by law shall be treated in accordance with the applicable provisions of the Ohio Revised Code and the Ohio Administrative Code, and the Family and Medical Leave Act, except where specifically modified by a provision of this Agreement. Family is defined as spouse, parent (loco parentis), or dependent child, or family member with proof of physician, for Family Medical leaves granted in compliance with the Family and Medical Leave Act.

Section 25.2 Return from Leave. An employee may, upon request, return to work prior to the expiration of any leave of absence; provided, however, that when such leave is granted for medical reasons the employee shall first obtain and provide to the Employer a release from the treating physician,

which release shall state that the employee is physically able to perform all of the normal and customary duties of employee's position. An employee who wishes to return must present to the Employer the original release signed by the medical provider who placed the employee on said leave. The release must be presented not later than one (1) week prior to the requested return date. The Employer or his/her designated representative may, however, shorten the notification period.

Section 25.3 Reinstatement. An employee who is on an approved paid leave of absence as provided herein shall accumulate seniority during the entire period of such leave. An employee on approved paid Family Medical Leave will retain health benefits but remains responsible for his portion of those benefits. Upon reinstatement, an employee shall be placed in the classification and department

from which he left or the same or a similar position if his position no longer exists.

Section 25.4 Medical Examination. The Employer may, at its option, require the employee to submit to an examination by a health care provider who shall be designated and compensated by the employer, and who practices in the same specialty as the health care provider. The examination may be requested whether the employee's absence is on paid or unpaid leave. If, as a result of the examination, the health care provider selected by the Employer is of the opinion that the leave is not justified, or that a return to employment is not justified then a subsequent examination shall be scheduled. This examination shall be conducted by a health care professional who shall be selected by mutual agreement of the employee and the Employer. The cost of the examination shall be equally borne by the employee and the Employer. Should, however, the employee and the Employer be unable to mutually agree upon the health care provider who will conduct the examination, then the Union and the Employer shall each select a health care provider and these two (2) health care providers shall select a third health care provider who will conduct the examination. The opinion rendered by that provider as to whether or not leave is justified or whether the employee is able to return to work shall be binding upon the parties; and should the opinion be that the employee is able to return to work, then the Employer may demand that the employee return to work on a specified date. Should the employee fail to return to work on that date, such failure shall constitute neglect of duty, and unauthorized leave. Should the opinion be that the employee is not able to return until the date specified for the original expiration of the leave, then the leave shall continue until that time without further examination by the Employer. If it is found that any leave is not actually being used for the purpose for which it was granted, then the employee may cancel the leave and direct the employee to return to work. Further, should the opinion be that leave is not justified, and then leave shall be denied.

Section 25.5 Abuse of Leave. An employee who fails to return to work at the expiration or cancellation of a leave of absence or who fails to secure an extension thereof shall be deemed to be absent without leave and may be subject to removal in accordance with the Ohio Revised Code.

Section 25.6 Probationary Employees. A leave of absence shall be granted to an employee who is serving a probationary period as a new hire only in exceptional cases, and in the sole discretion of the Employer.

Section 25.7 Court Attendance. Any compensation or reimbursement for jury duty or for court attendance compelled by the subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Employer for transmittal to the County Treasurer.

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party, may be granted vacation time or leave of absence without pay.

Section 25.8 Education Leave. An employee may request a leave without pay, to be granted at the discretion of the Employer, for education leave so long as the purpose of the leave is related to the operation of the Employer. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

ARTICLE 26 – HOLIDAYS

Section 26.1 Full-time and part-time employees shall be entitled to the following paid holidays:

New Year's Day (1st day of January)
Martin Luther King Day (3rd Monday of January)
President's Day (3rd Monday of February)
Memorial Day (4th Monday of May)
Independence Day (4th day of July)
Labor Day (1st Monday of September)
Columbus Day (2nd Monday of October)
Veteran's Day (11th day of November)
Thanksgiving Day (4th Thursday of November)
Black Friday Day (day after Thanksgiving)
Christmas Eve (24th day of December) closed at noon
Christmas Day (25th day of December)

Part-time employees will be paid for the normal hours worked per day based upon the prior year or the regular work schedule. Holiday benefits will not be paid to seasonal or intermittent employees or to interns.

Section 26.2 When a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday, and when a holiday falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 26.3 Any work performed by an employee on anyone the days listed in Section I shall be awarded compensatory time at one and one-half times the hours worked.

ARTICLE 27 - VACATION

Section 27.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Part-time employees will be entitled to vacation based on length of service as

well, but the hours paid will be based on the average hours worked in a day or per the normal scheduled work week. Intermittent or seasonal employees and interns will not be eligible for vacation. The amount of vacation leave to which an employee is entitled is based upon on length of service as follows:

Length of Service	Vacation
Less than one (1) year	None
1 year but less than eight (8)	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 20 years	4 weeks
20 years but less than 27 years	5 weeks
27 or more	6 weeks

Any employees eligible for the extra week of vacation will have it dumped into the payroll system in 2015 upon signing of the contract.

Section 27.2 New hires may be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Section 27.3 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.

Section 27.4 Vacations shall be taken in minimum increments of one-half (1/2) hour. Vacations are scheduled in accordance with the workload requirements of the department. Employees shall request for time off on proper form according to the policies and procedures of the office to their immediate supervisor. In the event of an emergency, an employee may call in to request the day off without following the pre-approved process. This exception cannot occur more than two (2) times in a calendar year.

Section 27.5 Once the vacation has been approved by the Employer, alteration or cancellation of vacations days off by the Employer shall be based only on unforeseen emergency needs, and approved by the Auditor. The Employer shall notify the Union of the reason for the cancellation in each case where the Employer unilaterally alters or cancels pre-approved vacation for a bargaining unit member.

Section 27.6 Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee. As an integral part of internal controls, all employees must take ½ of their current year accruals for vacation in any given calendar year. Under no circumstances may an employee accrue more than three years of annual vacation plus the current year of service set by anniversary date.

Section 27.7 Days specified as holidays in the Agreement shall not be charged to an employee's vacation schedule.

Section 27.8 At the time of separation of employment, an employee is entitled to compensation, at his/her current rate of pay, for the prorated portion of any earned and unused vacation leave.

Section 27.9 In case of the death of an employee, any unused vacation leave and unpaid overtime shall be paid to his/her spouse, and if non, to his/her estate.

Section 27.10 The Employer shall require an employee to enter in all requests for vacation time into the Employee Self-Service system (McMe). Failure to do so could result in a denial of said vacation request.

ARTICLE 28 – PERSONAL DAYS

Section 28.1 Effective January 1, 2012, each full-time bargaining unit employee shall receive two (2) paid personal leave days per calendar year, separate and apart from any other paid leave. Employees may also take one (1) personal day from sick leave accrual. Part-time employees will receive personal leave days based upon the average hour work day calculated from the prior year of employment or current work schedule. Part-time employees will not be able to take one (1) personal day from sick leave accrual. Personal Days will not be paid to seasonal or intermittent employees or to interns.

Section 28.2 Personal leave days will be taken in eight (8) hour (or part-time equivalent) increments and employees should give a twenty-four hour notice.

Section 28.3 Personal leave cannot be carried over to the next year. The time must be used in that calendar year. Personal leave cannot be converted to cash.

Section 28.4 The Employer shall require an employee to enter in all requests for personal time into the Employee Self-Service system (McMe). Failure to do so could result in the denial of a personal day request.

ARTICLE 29 - HEALTH BENEFITS AND LIFE INSURANCE

Section 29.1 The Employer shall make available to all full-time (30 hours or more per week) bargaining unit members comprehensive major medical/hospitalization health care insurance. In as much as ORC. 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.

The Employer shall contribute ninety percent (90%) and the bargaining unit member shall contribute ten percent (10%) of the premium cost of the health care coverage elected.

Section 29.2 The Employer shall provide to all full-time employees (30 hours or more per week) County paid life insurance in the amount of \$50,000. Life Insurance will not be paid to seasonal or intermittent employees or to interns.

ARTICLE 30 -GRIEVANCE PROCEDURE

Section 30.1 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.

Section 30.2 The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation or improper application of this Agreement.

Section 30.3 A grievance under this procedure may be brought by any member of the bargaining unit, within ten (10) working days of the alleged incident. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance. Where the grievance is filed by the Union, the Chief Union Steward shall be the grievant of record.

Section 30.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 30.5 The written grievance shall be submitted on the AFSCME grievance form and shall contain the following information: aggrieved employee's name, classification, date and approximate time of incident giving rise to grievance, date grievance was filed in writing at Step I, specific articles and sections of the Agreement alleged to be violated, a brief statement of the facts involved in the grievance, and the remedy requested to resolve the grievance.

Section 30.6 The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union.

Section 30.7 Grievances shall be processed in the following manner:

Step 1 -Mahoning County Auditor

The Employer (Auditor) or his/her designated representative, within ten (10) work days of receipt of a written grievance, shall schedule and notify the Union Steward of a formal meeting between him/herself, or his/her designated representative and the employee filing the grievance; and if the grievant so desires, a Union representative as well. Within ten (10) work days after the meeting, the Auditor or his/her designated representative, shall provide the employee and the Union with his/her written response to the grievance.

Step 2 -Mediation Either the Union or the Auditor may initiate mediation of a grievance by written notice to the other party within seven (7) days of the Step 1 decision. Upon receipt of such written notice, the time limits of the grievance procedure will be suspended until either (1) mediation of the

grievance is concluded by written notice from the mediator; or (2) either party rejects or rescinds in writing its participation in mediation, whichever (1 or 2) first occurs. Where mediation is mutually agreed upon, the parties shall use the Federal Mediation and Conciliation Services AFSCME unless otherwise agreed upon by the parties. The grievance time limits shall begin again upon receipt of the notice in (1) or (2). Guidelines for mediation shall be:

- A. The mediator shall be a neutral party selected by mutual agreement of the Union and the Auditor and shall not testify for either the Union, the grievant, or the Auditor in any proceeding regarding the grievance. In the event the parties cannot agree to a particular mediator from the provided list, each pam shall select a mediator and the two selected mediators shall then select a third mediator who shall be utilized, absent a pam's written rejection of mediation.
- B. The grievant and representative of the Union and Auditor are entitled to attend the mediation.
- C. While the grievance mediation is being utilized, the time limits for the grievance procedure are suspended as provided herein above.
- D. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
- E. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance meeting.
- F. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
- G. The mediator has no authority to compel a resolution of the grievance.
- H. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures set forth in Step 3 below.
- I. No statement given by either party as part of the grievance mediation process, nor any documents prepared for or used during a mediation session, can be used during arbitration proceedings.

Step 3 -Arbitration

If the grievance is not resolved in Step 1, the Union may submit the grievance to final and binding arbitration by submitting notice to the Employer within thirty (30) work days of the receipt of the written answer at Step 1, and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the first step answer.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS.

Prior to striking, either Part Y shall have the option to completely reject the list of names provided by the FMCS and request another list. Each Part Y shall be limited to one (1) rejection. The Party who rejects this list shall pay the cost of a replacement list. The Party requesting the

arbitration shall be the first to strike a name from the list, then the other Party shall strike name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question.

Either Party may request a pre-arbitration conference in order to agree to a submission agreement and stipulations, exchange a list of witnesses or discuss procedures and conduct for arbitration.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall limit his/ her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein.

The Arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him or to submit observation or declaration of opinion which are not directly essential in reaching a decision on the issue in question. Except in the instance where Employer 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 suspension, 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 and shall not make any award requiring the commission of any act prohibited by law nor to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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 alleged grievance will be heard on its merits before the same Arbitrator.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer. All costs directly related to the services of the Arbitrator shall be borne by the losing party.

Neither party shall be responsible for any of the expenses incurred by the other party.

Any employee may have one (1) employee Union Representative accompany him/her at Step I of the grievance procedure, and the employee may have one (1) employee Union official accompany him/her in Step 2, in addition to any non-employee Union officials. Employee representatives, witnesses, and the grievant will lose no straight time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure.

Section 30.08 Grievances: Miscellaneous Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer Representative, Union Representative or employee shall sign the grievance indicating date of the receipt, and a copy shall be provided to the other party(s).

Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved with the terms and provisions of this Agreement. An employee who waives Union representation at any step of the grievance procedure may represent him/herself, but may not be represented by any other advocate.

For a grievance filed by one member of the bargaining unit, the time limitations placed upon the grievant to proceed to the next step shall not include scheduled vacation days of the grievant.

All pre-arbitration and grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer, the Union and the employees. A grievance may be withdrawn at any time by the Union during Step I of the grievance procedure, and the withdrawal shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

ARTICLE 31 - SEVERABILITY

Section 31.1 It is the intent of the Employer and the Union that this Agreement complies, in every respect, with applicable law. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal; such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. 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 sole purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 32 - CONFORMITY TO LAW

Section 32.1 Laws and Regulations This Agreement shall be subject to any applicable present or future federal or state laws, rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such law, rule or regulation, shall not affect the validity of the surviving portions. Any item which is not specifically addressed herein and which is governed by the provisions of Chapter 124 of the Ohio Revised Code or the Ohio Administrative Code shall be interpreted and enforced in accordance with the provisions of such laws and/or rules. Any section of this Agreement which has negotiated changes to applicable sections of Ohio Revised Code shall not have any enforcement except through the grievance procedure of this Agreement.

**ARTICLE 33 - TOTAL AGREEMENT, HEADINGS,
GENDERS, BINDING EFFECT**

Section 33.1 Total Agreement The provisions of this Agreement constitute the entire Agreement between the Auditor and the Union. Neither party shall be bound by prior written or oral agreements.

Section 33.2 Headings It is understood and agreed that the use of headings before Articles and Sections of this Agreement is for convenience only, and that no heading shall be used in the construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine gender, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 33.4 Binding Effect This Agreement will be binding upon Successors or Assigns of the parties. Absent mutual agreement, no provision, term or obligation of this Agreement will be affected, modified, altered or changed in any respect by a party's consolidation, merger, sale, transfer, or assignment with or to any other organization, or by any change in legal status, ownership or management by either party.

ARTICLE 34 – TRAINING INCENTIVE

Section 34.1 The Employer shall pay each full-time (greater than 30 hours per week) member of the bargaining unit two (2) training incentives per calendar year in the amount of \$500 per half. Management will provide training options to ensure that all bargaining unit members are given the opportunity to participate in the training incentive programs. Where an employee must take an outside test to achieve a certification, he or she shall be reimbursed for the cost of that test upon passing the test. The Employer shall pay the cost of courses or seminars taken as part of the training programs.

ARTICLE 35 - DRESS CODE

Section 35.1

- A. Slacks, Pants and Suit Pants – Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, dressy capris, and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include jeans, sweatpants, exercise pants, Bermuda shorts, short shorts, bib overalls, leggings (unless under a long dress or tunic), and any spandex or other form-fitting pants such as people wear for biking.

- B. Skirts, Dresses, and Skirted Suits – Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, skorts, beach dresses, and spaghetti-strap dresses (without a cover) are inappropriate for the office.
- C. Shirts, Tops, Blouses, and Jackets – Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable. Inappropriate attire for work include tank tops, midriff tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; team-sport jerseys, halter-tops; tops with bare shoulders; sweatshirts, and t-shirts unless worn under another blouse, jacket, sweater, or dress.
- D. Shoes and Footwear – Athletic or walking shoes, loafers, clogs, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable in warm weather. Thongs, flip-flops, and slippers are not acceptable in the office.
- E. Jewelry, Makeup, Perfume and Cologne – Should be in good taste, with limited visibility body piercing. Remember, that some employees are allergic to the chemicals in perfumes and make-up, so wear these with restraint.
- F. Hats and Head Covering – Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

Section 35.2 –If clothing fails to meet these standards, as determined by management, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will be subject to the normal disciplinary procedures as identified in this contract. The Auditor may designate “Dress Down” days where jeans and jean skirts are permissible. The above guidelines will remain enforced.

ARTICLE 36- DURATION OF AGREEMENT

Section 36.1

- A. This Agreement shall be effective as of July 2, 2014 and shall remain in full force and effect through July 1, 2017.
- B. If either party desires to modify, amend or terminate this Agreement prior to the expiration, it shall give written notice of such intent no earlier than ninety (90) calendar days prior nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.
- C. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and may be amended in writing by agreement of the parties.

ARTICLE 37 – SUCCESSOR CLAUSE

Section 37.1 This entire agreement shall be binding on all and any successors or assigns that may take over all or part of the operations of the County Auditor’s office. Any sale, transfer, consolidation, or assignment of services of this office shall not make the provisions of this agreement void.

Entered into this th Day of January 9 , 2015 in Youngstown, Mahoning County, Ohio:

COUNCIL 8 AUDITOR'S OFFICE



Carl L. McFall

LOCAL 2533



Ben B. Bales

For AFSCME OHIO COUNCIL 8



Approved by the Mahoning County Commissioners

FOR THE MAHONING COUNTY

FOR AFSCME OHIO

David Ditzler, President

Carol Rimedio-Righetti

Anthony Traficanti

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

February 26, 2015

Mahoning County Auditor
120 Market Street
Youngstown, OH 44503

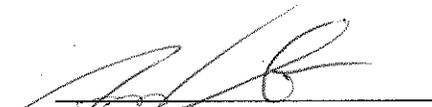
RE: Request for Approval of Mahoning County Auditor/AFSCME Labor Contract

To Whom It May Concern:

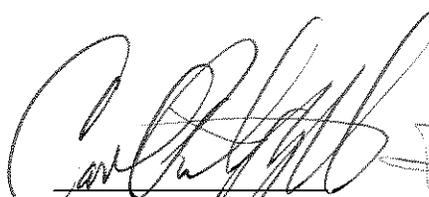
Enclosed please find one (1) original agreement between the Mahoning County Auditor and AFSCME, Ohio Council 8, Local 2533 which was submitted to the Mahoning County Board of Commissioners with a request for approval.

The agreement negotiated between the aforementioned parties was submitted on January 12, 2015 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.

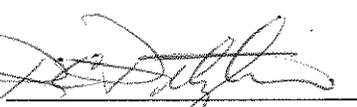
Respectfully,



Anthony Traficanti
Mahoning County Commissioner
President



Carol Rimedio-Righetti
Mahoning County Commissioner
Vice President



David Ditzler
Mahoning County Commissioner

Cc: Carol McFall, Deputy Auditor
Jack Filak, Ohio Council 8

Enclosure

Mahoning County Auditor and AFSCME Ohio Council 8, Local 2533
Agreement Effective June 30, 2014 through July 1, 2017

<u>CLASSIFICATION</u>	Revised Min. <u>12/1/15</u>	Revised Max. <u>12/1/15</u>
ACCOUNTING CLERK III	39,435.00	50,702.00
ACCOUNTS PAYABLE CLERK I	31,548.00	36,055.00
ACCOUNTS PAYABLE CLERK II	33,802.00	39,435.00
ACCT RECEIVABLE CLERK II	33,802.00	39,435.00
ANIMAL LICENSING CLERK I	33,802.00	39,435.00
APPLICATION ANALYST I	39,435.00	56,336.00
CADASTRAL ATTRIBUTE I	36,055.00	39,435.00
CAMA SPECIALIST	45,069.00	58,589.00
ESTATE TAX II	36,055.00	39,435.00
HELP TECHNICIAN	33,802.00	45,069.00
HOMESTEAD CLERK II	36,055.00	39,435.00
LAN TECHNICIAN I	39,435.00	56,336.00
LAN TECHNICIAN II	45,069.00	58,589.00
LAN TECHNICIAN II	45,069.00	58,589.00
MANUFACTURED HOME CLERK II	36,055.00	39,435.00
OFFICE AND LICENSING COORDINATOR	39,435.00	47,322.00
OPERATIONS SPECIALIST	33,802.00	45,069.00
PAYROLL CLERK III	39,435.00	47,322.00
REAL ESTATE ABSTRACT	39,435.00	42,815.00
REAL ESTATE ADMINISTRATIVE CLERK I	31,548.00	36,055.00
REAL ESTATE APPRAISER	39,435.00	50,702.00
REAL ESTATE CLERK I	31,548.00	36,055.00
REAL ESTATE CLERK II	36,055.00	39,435.00
REAL ESTATE CLERK II	36,055.00	39,435.00
REAL ESTATE SUPERVISOR	50,702.00	66,476.00
RECEPTIONIST	31,548.00	33,802.00
SEALER OF WEIGHTS AND MEASURES	42,815.00	50,702.00
WEIGHTS AND MEASURES ASSISTANT	10.00	13.00