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Collective Bargaining Agreement

between

AFSCME Local 1156

and

**Board of Mahoning County Commissioners,
Facilities Department**

Effective June 1, 2015 through May 31, 2018

SERB Case No. 2014-MED-05-0732

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ARTICLE 1
RECOGNITION

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

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

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

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

Unskilled: Custodian
 Group Leader
 Artisan Helper
 Floor Maintenance

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

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

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

ARTICLE 2
JOB CLASSIFICATIONS/DESCRIPTIONS

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

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

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

ARTICLE 3
UNION REPRESENTATIVE

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

Section 3.02 All Grievance Committee meetings will be to settle or adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties.

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

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

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

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

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

Section 3.08 In contract negotiations, such negotiations will be conducted during working hours and the employee representatives will be paid their regular rate of pay not to exceed three (3) County employee representatives.

ARTICLE 4 **DISCRIMINATION COERCION**

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

Section 4.02 The Union, for and on behalf of itself, its officers and members, agrees that it will not interfere with, coerce, intimidate, or otherwise force the Employer's employees in the exercise of their right of self-determination in the matter of membership or non-membership in the Union, and that it will not unjustly discriminate against any employee of the Employer because of such employee's non-membership in the Union.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 **SENIORITY**

Section 6.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

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

1. He resigns;
2. He is discharged for just cause;
3. He is laid off from a period of time exceeding two (2) years;

4. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
5. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
6. He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice;
7. He promotes out of the bargaining unit and his overall seniority outside the unit exceeds his seniority inside the unit; Employees who move to an exempt position shall lose one year of bargaining unit seniority for each year they are outside the bargaining unit (example: Employee has been working for the County as a supervisor for (10) years and was in the bargaining unit for 7 years. He has lost any bargaining unit seniority because he has been out of the unit three years longer than he was in the bargaining unit).
8. He is removed under an involuntary disability separation and reinstatement rights have expired.
9. He is approved by OPERS for a disability retirement and does not return to work.

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

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

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

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

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

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

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

ARTICLE 8 **WORK RULES**

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

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

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

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

ARTICLE 9 **UNION BULLETIN BOARDS**

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

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

ARTICLE 10 **UNION SECURITY**

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

Subject to Section 2 below, it is agreed that all new employees of the County as a condition of employment shall be members of the Union on the thirty-first day following the beginning of

their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

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

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

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

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

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

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

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

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

Section 10.05 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 11 **SICK LEAVE**

Section 11.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury, or pregnancy related condition of the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) illness, injury or death in the employee's immediate family; and/or examination of the employee and member of the immediate family, including medical, psychological, dental, optical examination, by an appropriate practitioner.

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

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

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

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

Section 11.06 If an employee fails to submit adequate proof of illness, injury or death up on request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his discretion, find there is not satisfactory evidence of illness, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

Section 11.07 Any abuse, excessive, or patterned use of sick leave shall be just and sufficient cause for discipline under Article 19 of this Agreement.

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

Section 11.09 When the use of sick leave is due to illness, or injury in the immediate family, “immediate family” shall be defined to only include the employee’s spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt uncle, or a legal guardian or other person in the place of a parent.

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

January 1 – March 31

April 1 – June 30

July 1- September 30

October 1 – December 31

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

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

Section 11.12 Any employee, after completion of ten (10) years of service, shall upon retirement be eligible to cash out of their accumulated, unused sick leave not to exceed a maximum of 240 hours to be paid at their regular rate of pay.

ARTICLE 12 **BEREAVEMENT LEAVE**

Section 12.01 If a death occurs among members of an employee’s immediate family as defined in Section 12.02, the employee shall be granted a leave with pay for a maximum of five (5) days. If a death occurs among members of an employee’s other covered family, the employee shall be granted a leave with pay for a maximum of three (3) days. In the event more than five (5) days or more than three (3) days are required, which ever is applicable, due to religious or travel considerations, the employee shall be permitted to use Sick leave for all time needed in excess of the time referenced above.

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

ARTICLE 13
VACATIONS

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

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

Section 13.02 Such vacation leave shall accrue to the employee at the rate of three and one-tenth hours (3.1) hours each biweekly period for those entitled to eighty hours per year; four and six-tenths (4.6) hours each biweekly period for those entitled to one hundred twenty hours per year; six and two-tenths (6.2) hours each biweekly period for those entitled to one hundred sixty hours per year; and seven and seven-tenths (7.7) hours each biweekly period for those entitled to two hundred hours per year.

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

Section 13.04 A bargaining unit employee who retires or leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave, at the time of leaving the employ of the County.

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

Section 13.06 Employees with the most department seniority should receive first preference for selection of vacation dates. Vacation schedules are to be submitted and approved by the County no later than March of each year. The County may establish reasonable rules regarding the number of employees who may be on vacation at any one time. Changes in the approved vacation schedule may be made with the approval of the County. Approval will not be unreasonably withheld, provided adequate notice is given.

Section 13.07 All vacations of one (1) day or less must be requested at least forty-eight (48) hours in advance. Approval or denial will be completed within 24 hours of the request.

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

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

ARTICLE 14 HOLIDAYS

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

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

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

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

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

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

ARTICLE 15 HOURS OF WORK

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

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

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

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

These schedules are subject to change with reasonable notice by the Employer based on operational needs or to comply with legal mandates.
Current practice of lunch and breaks will be maintained.

Section 15.02 The supervisor shall have the right to reasonably establish schedules of classifications of employees that he deems necessary to adequately achieve the maintenance, upkeep and safety of the building. If any changes are required, said changes shall affect all bargaining unit members within said classification. Prior to any scheduling changes, the supervisor shall notify the Union as to the new schedule requirements. Items excluded for schedule changes are for emergencies, temporary assignments and/or matters of safety that are not part of the regular occurrence of day to day operations.

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

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

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

Section 15.05 Overtime Schedule In an effort to ensure equalization of overtime opportunities, it shall be the responsibility of each supervisor to keep a schedule of the hours of overtime worked by each employee assigned to them. As overtime opportunities become available, employees will be offered to work overtime in their respective buildings on a rotating basis in descending order of seniority. The most senior employee shall be offered the overtime first, then the next senior, etc. An employee who is offered, but refuses to work overtime, shall be marked down as having their turn at working overtime. Once the entire staff at the building has been asked, then the supervisor shall start at the top of the seniority list again. In the event, that no employee(s) wishes to work the necessary overtime, the least senior employee(s) shall be forced to work. That process shall be rotated on an ascending seniority basis (least senior, next least senior, etc.). The overtime schedule shall be posted on a bulletin board where all affected employees may readily view it.

ARTICLE 16 **REPORTING OFF**

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

their immediate supervisor, if he is unavailable they shall leave a voice mail message and then call the Assistant Director of Facilities. If the Assistant Director of Facilities is not available they shall leave a voice mail message and then call the Director of Facilities and if he is not available they shall leave a voice mail message.

ARTICLE 17 GRIEVANCE PROCEDURE

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

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

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

Section 17.04 If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Board of County Commissioners or designee is due, by written notice to the other, request arbitration. For purposes of this Article working days does not include Holidays, Saturdays OR Sundays.

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

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

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

ARTICLE 18
ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE 19
DISCIPLINE

Section 19.01 A non-probationary employee who is suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the disciplinary procedure detailed in Article 20. A copy shall be provided to the Union.

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

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

In cases involving gross misconduct, the employee may be suspended or removed without first being reprimanded or warned. Gross misconduct may include, but is not limited to, dishonesty, theft, insubordination, discourteous or rude treatment of the public, neglect of duty, immoral conduct, under the influence of drugs or alcohol, or other acts, conduct or failure of good behavior warranting suspensions or removal.

Section 19.03 Any discipline resulting in a suspension or discharge of a non-probationary employee may only be appealed and processed in accordance with the disciplinary procedure detailed in Article 20.

ARTICLE 20
DISCIPLINARY PROCEDURE

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

Section 20.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is supplied a copy of the record at least twenty (20) work days prior to the date of arbitration. The cost of transcript will be borne by the party requesting the transcript.
- C. An employee shall not be coerced, intimidate, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this procedure.

Section 20.03 The following administrative procedures shall apply to discipline:

- A. The Department Head, the employee(s) involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Department Head is encouraged to hold an informal meeting with the employee(s) for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Department Head may offer a proposed disciplinary penalty. The employee must be advised before meeting that he/she is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at the informal meeting and the proposed discipline is a reprimand, the Department Head may issue a Notice of Discipline for a reprimand (documented verbal or written) at the conclusion of the meeting.
- C. If a mutually agreeable settlement is not reached at the informal meeting and the proposed discipline is a suspension without pay or removal, the Department Head will prepare a formal Notice of Discipline within five (5) working days.
- D. If no informal meeting is held, the Department Head may just prepare a Notice of Discipline.
- E. Where the appointing authority seeks a suspension without pay or removal from service as a penalty, a Notice of Discipline shall be made in writing and served on the employee personally, or by regular U.S. mail with a copy to the Union. The Notice of Discipline shall include the following:
 - i. The specific acts for which discipline is being imposed and references to dates, times, and places;
 - ii. The proposed penalty;
 - iii. The employee has a right to object by filing a grievance within seven (7) working days of receipt of the Notice of Discipline;
 - iv. The grievance procedure provides for a hearing by an independent arbitrator as its final step; and
 - v. The employee is entitled to Union representation at every step of the discipline process.
- F. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or appeal by filing a grievance with the appointing authority at Step 2

of the grievance procedure. The appeal must be filed at Step 2 within seven (7) working days from receipt of the Notice of Discipline.

- G. Discipline involving a suspension without pay or removal shall not be implemented until:
- i. The matter is settled; or
 - ii. The employee fails to file a grievance at Step 2 within the time frame provided by this procedure; or
 - iii. The penalty is upheld at Step 2 of the grievance procedure or there is a report issued from the pre-disciplinary hearing.
- H. If a grievance is filed at Step 2, no penalty can be implemented, except as provided for in G. or K.
- I. A failure to submit an appeal to Step 2 within the required time frame shall be construed as an agreement to the discipline by the employee and the Union. All subsequent appeal rights shall be deemed waived.
- J. A discipline matter may be settled at any time. The terms of settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have Union representation. Regardless, the Union shall have a right to be present during settlement discussions. 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.
- The Union shall have a right to be present even if the employee does not request representation.
- K. An employee may be suspended with pay at any time during the discipline process if the appointing authority, in 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.
- L. The Union on behalf of all the employees covered by this Agreement and on its own behalf, waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspension, demotion, discharge) to any Civil Service Commission or the State Personnel Board of Review.

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

N. **Pre-Disciplinary Conference** When the Department Head determines that an employee may be suspended without pay, demoted, or terminated, a pre-disciplinary conference will be scheduled to provide the employee an opportunity to offer an explanation or respond to the allegations. Such pre-disciplinary conference shall be scheduled within thirty (30) calendar days from the presentation of the Notice of Discipline to the employee.

Not less than three (3) working days prior to the scheduled date of the pre-disciplinary conference, the Employer shall provide the employee and union with written notification of the date, time, and location of the conference. The notification shall include specific reference as to the date, time and place of the incident(s) or event(s) that will be presented at the conference. The employee must choose to 1) appear at the conference and present an oral or written statement in his defense; 2) appear at the conference and have a representative present an oral or written statement in defense of the employee; or 3) elect in writing to waive the conference. Failure to elect and pursue one of these 3 options will be deemed a waiver of the employee's right to the conference.

At the conference, the employee or union may present any testimony, witnesses or documents that explain whether the allegations occurred but the hearing administrator has the right to limit witness testimony. The employee or union shall provide a list of witnesses to the Employer's representative no later than the work day prior to the conference. It is the employee's or union's responsibility to notify the witnesses that their presence is needed at the conference.

The employee or union will be permitted to confront and cross-examine the Employer's witnesses at the conference. A written report will be prepared by the hearing administrator concluding whether or not the allegations have been substantiated. A copy of the hearing administrator's report will be provided to the employee and Union President within five (5) calendar days following its receipt by the Employer. The hearing administrator's report will be prepared as soon as possible.

After receipt of the report, the Employer will decide what discipline, if any, is appropriate. The Employer may implement discipline following receipt of the report.

ARTICLE 21 **TEMPORARY ASSIGNMENT**

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

ARTICLE 22
GENERAL PROVISIONS

Section 22.01 The Employer will contract with a third party vendor to provide uniforms for bargaining unit members. Uniforms will consist of either long or short sleeve shirts, previously selected by the Employer, and will have an Employer logo affixed. Once the third party vendor contract is in place, the Employer will notify the bargaining unit of the name and location of the vendor. Each year during the term of this agreement, bargaining unit members may select up to \$400 in uniforms. If a member does not exercise their right to select uniforms or there is a remaining balance for a given year, the balance on account with the third party vendor will be forfeited and will not accumulate. Employees will be responsible for cleaning their own uniforms. All employees assigned to the jail will be required to wear the uniforms issued. All employees are expected to wear appropriate work shoes. If athletic shoes are worn, they must be black leather. No hanging or dangling jewelry or visual piercings will be allowed.

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

Section 22.03 The Employer shall provide a first aid kit in both the men's and women's locker rooms in the Courthouse.

Section 22.04 All employees in skilled maintenance classifications shall be allowed a Hepatitis B vaccination provided by a physician and full cost shall be paid by the Employer.

Section 22.05 Employees who pay for their parking shall be reimbursed up to thirty-five (\$35.00) per month, payable on a quarterly basis.

Section 22.06 All employees who hold a license/certificate/card related to their employment with the County must furnish a current copy to the Employer annually or upon renewal whichever is applicable. Each employee will be eligible to receive a license incentive of one hundred dollars (\$100.00) annually paid on the first pay period of December each year. This incentive may be paid for up to three (3) certificates or licenses to include:

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

ARTICLE 23
COMPENSATION

Section 23.01

Classification Title

Finish Carpenter	20.61	23.18	25.75
Artisan	18.09	20.37	22.63
HVAC	18.09	20.37	22.63
Custodian	12.69	14.28	15.88
Artisan Helper	14.09	15.87	17.62
Floor Maintenance	13.00	14.62	16.25
Licensed Electrician	21.74	23.91	26.09
Boiler Mechanic	21.44	23.74	25.92
Group Leader (Unskilled)	14.09	15.87	17.62
Group Leader (skilled)	21.96	24.13	26.31

Employees will receive no wage rate increase for the life of this agreement. Any new employee hired during the life of this agreement will be placed at the lowest wage rate in the range for the position.

Section 23.02 Afternoon and Night Shift Differentials.

Shift Differentials shall be as follows:

- A. For hours worked by an employee on the afternoon shift, there shall be paid an afternoon shift differential of forty-five cents (\$.45) per hour. For hours worked by an employee on the night shift, there shall be paid a night shift differential of fifty-five cents (\$.50) per hour.
- B. All shifts beginning and ending between 7:00 a.m. and 3:00 p.m. shall be considered day shift. All shifts beginning and ending between 3:00 p.m. and 11:00 p.m. shall be considered the afternoon shift. All shifts beginning and ending between 11:00 p.m. and 7:00 a.m. shall be considered the night shift.
- C. Method of payment for the purpose of applying the shift differentials specified in this article is as follows. All hours worked by an employee during their regularly scheduled work day shall be considered the shift on which they begin work. If an employee begins work at the start of the day shift and works throughout that shift and continues to work into the afternoon shift, then they shall be paid the afternoon shift differential for all hours worked on that shift. The same principles and applications shall apply for any afternoon turn employee for work that extends into the night shift. An employee that works on the night shift and continues to work any hours into the day shift shall receive the night shift differential for all hours worked on the day shift. Temporary off-shift assignments will be paid overtime but will not carry shift differential.

- D. Shift differentials payable to employees under this article shall be included when calculating overtime pay.
- E. In the instance where an employee is called out prior to their regularly scheduled first shift, then that employee shall be eligible for shift differential payment for the time worked prior to their starting time.
- F. The Employer agrees to consider the possibility of early retirement buyout for the bargaining unit.

Section 23.03 Employees will contribute the statutorily required employee share amount to the Public Employees Retirement System (OPERS) Fund.

Section 23.04 Longevity as follows:

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

\$50.00 increase every year after.

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

ARTICLE 24 **HOSPITALIZATION**

Section 24.01 Hospitalization Coverage. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. In as much as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s). The Employer agrees that bargaining unit members will be provided with the same plan offerings as non-bargaining unit employees of the Board of Commissioners.

Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon

enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 24.02 Contribution Rates. The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health coverage.

Eligible employees may elect single or family coverage, as may be applicable.

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

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

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

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

Section 25.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 26 **TARDINESS**

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

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

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

ARTICLE 27 **SUBSTANCE TESTING AND ASSISTANCE**

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

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

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

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

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

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

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

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

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

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

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

Testing Procedure:

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

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

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

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

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

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

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

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

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

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

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

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

Section 27.09 Random Testing All employees will be subject to random, unannounced drug and alcohol testing. The selection of employees for random alcohol and drug testing will be made by a scientifically valid method that assures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year.

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

ARTICLE 28
EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

Section 28.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 29
NO-STRIKE/NO LOCK-OUT

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

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

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

Section 29.04 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation

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

ARTICLE 30 **OBLIGATION TO NEGOTIATE**

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

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

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

ARTICLE 31 **FAMILY AND MEDICAL LEAVE ACT**

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

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

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

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

ARTICLE 32
SERVERABILITY

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

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

ARTICLE 33
TERM OF AGREEMENT

Section 33.01 This Agreement shall be effective and in full force and effect starting June 1, 2015 through May 31, 2018. The contract shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing sixty (60) days prior to the termination date that it desires to modify the Agreement.

ARTICLE 34
LAYOFF AND RECALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 35
INJURY ON DUTY POLICY

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

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

- 1 Fully complete and sign a Mahoning County Internal Incident Report containing the nature of the injury, the date of the occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured-On-Duty leave;
- 2 File for Worker's Compensation benefits with the Ohio Bureau of Worker's Compensation;
3. Suffer lost time from employment for a period exceeding seven (7) consecutive days;
4. Furnish the County with a signed Mahoning County Authorization(s) to release medical information relevant to the claim;
5. Provide a medical certification of disability from a physician on the list of County approved providers opining that the claimant is disabled from employment in excess of seven (7) consecutive days as a result of the work related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

Section 35.03 The County reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the County at any time during the leave. If at any time during the IOD leave, the employer's independent medical examiner opines that the employee is NOT temporarily and totally disabled due to the ability to work full or light duty, maximum medical improvement and/or has permanent restrictions, or if the doctor opines denial of the claim in its entirety, the employer shall terminate the payment of IOD.

Section 35.04 Leave will be paid at the employee's current rate at the time of the injury for a period not to exceed ninety (90) calendar days.

Section 35.05 If, for any reason, the employee's claim is denied or disallowed, said leave shall cease and the employee will be required to reimburse the County for any amounts paid pursuant

to this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.

Section 35.06 In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, with the exception of Injury-On-Duty benefits, used for a qualifying condition. An employee that is no longer eligible for Injury-On-Duty benefits, shall take his accrued sick, vacation, personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 35.07 If the employee is unable to return to work or unwilling to return to work, the County, in conjunction with the Appointing Authority, will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.

Section 35.08 If at any time subsequent to the occupational injury the employee is released to return to work with restrictions, the Employer may require such action. The Risk Manager will work with the employee, the Union Representative (if applicable), the rehabilitation vendor, the Department Head (or designee), and the Bureau of Worker's Compensation to establish the assignment. In no case will modified duty exceed ninety (90) calendar days. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions that have been established under the review of the employee's physician of record. In using this program, it is the expectation that at the end of the ninety (90) calendar days, the employee will be able to return to work without restrictions. If at any time during the approved restricted work period, the employee is released to return to work full duty with no restrictions, they are obligated to provide that information to the employer immediately upon receipt and shall be required to return to work with no restrictions.

Appendix E

The attached list represents the County's tentative list of approved providers for Injury-On-Duty Leave. Generally this list will be reviewed, finalized, and updated in January of each year. Other modifications and adjustments to the list may occur during the course of the year at the discretion of the County.

Physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the County Risk Manager for consideration.

ARTICLE 36 **PROBATIONARY PERIOD**

Section 36.01 All new employees shall complete a probationary period of sixty (60) calendar days during which the employee may be disciplined or discharged without cause at the sole discretion of the employer without recourse to the grievance procedure.

ARTICLE 37
SUCCESSORS AND ASSIGNS

Section 37.01 This entire agreement shall be binding on all and any successors or assigns that may take over all or part of the operations of the Facilities Management Division. Any sale, transfer, consolidation, or assignment of services of this office shall not make the provisions of this agreement void.

Board of Mahoning County Commissioners, Facilities Department
-and- AFSCME Local 1156

ARTICLE 38 – EXECUTION

In witness whereof, the parties hereto have caused this Agreement to be duly executed effective _____, 2015.

FOR THE MAHONING COUNTY
BOARD OF COMMISSIONERS

FOR THE UNION

Anthony T. Traficanti, President Date

Lou Maholic Date

Carol Rimedio-Righetti, Commissioner Date

Local 1156 Bargaining Team Date

David C. Ditzler, Commissioner Date

Local 1156 Bargaining Team Date

Local 1156 Bargaining Team Date

For the Employer

For the Union

Karen D. U'Halie

Louis Q. Maholic

K.M.J.

Alfred Crandall

Date Signed

Date Signed

**APPENDIX A
MAHONING COUNTY FACILITIES DEPARTMENT
EMPLOYEE NOTICE OF DISCIPLINE**

EMPLOYEE NAME _____ DATE OF DISCIPLINE _____

SUPERVISOR _____ DATE/TIME OF INCIDENT _____

TYPE OF VIOLATION:

ATTENDANCE	NEGLECT OF DUTY	INSUBORDINATION	
LATENESS OR EARLY QUIT	FAILURE TO FOLLOW INSTRUCTIONS	VIOLATION OF SAFETY RULES	
RUDENESS TO EMPLOYEES OR CUSTOMERS	WILLFUL DAMAGE OR MISUSE OF MATERIAL OR EQUIPMENT	WORKING ON PERSONAL MATTERS DURING WORK HOURS	
UNSATISFACTORY WORK QUALITY	VIOLATION OF COUNTY POLICES OR PROCEDURES	OTHER	

PREVIOUS WARNINGS:

ORAL	WRITTEN	SUSPENSION	DATE	BY WHOM

STATEMENT OF INFRACTION:

ACTION TO BE TAKEN:

VERBAL WARNING WRITTEN WARNING SUSPENSION, ___ DAYS* REMOVAL*

CONSEQUENCE SHOULD INCIDENT OCCUR AGAIN/ ADDITIONAL COMMENTS: _____

SUPERVISOR SIGNATURE

DATE

I HAVE RECEIVED AND READ THIS NOTICE OF DISCIPLINE, AND UNDERTAND IT.

EMPLOYEE SIGNATURE

DATE

NOTE: COPIES TO EMPLOYEE FILE, EMPLOYEE, UNION, AND HUMAN RESOURCE DIRECTOR

NOTICE TO EMPLOYEES: BARGAINING UNIT MEMBERS MAY OBJECT TO THIS DISCIPLINE BY FILING A GRIEVANCE PURSUANT TO YOUR COLLECTIVE BARGAINING AGREEMENT. YOU ARE ENTITLED TO UNION REPRESENTATION DURING SAID GRIEVANCE PROCEDURE. THE GRIEVANCE PROCEDURE PROVIDES FOR A HEARING BY AN INDEPENDENT ARBITRATOR AS ITS FINAL STEP.

APPENDIX E

Provider Name	Provider Type	Practice Address	Practice City	Prac Zip	Prac Phone	Specialty
Non-Acute/Non-Trauma Care/Occupational Medicine						
Austintown Immediate Care/WORKMED	Group Practice	20 OHLTOWN RD	AUSTINTOWN	44515	(330)884-2021	Urgent Care/Occ. Medicine
DECHELLIS, ERNEST A DO	Physician (DO)	3002 STATE RT 5	CORTLAND		(330)637-1000	Occ. Medicine
Hubbard Immediate Care/WORKMED	Group Practice	730 N. MAIN ST.	HUBBARD	44425	(330)259-0788	Urgent Care/Occ. Medicine
WORKMED	Group Practice	6426 MARKET ST	YOUNGSTOWN	44512-3434	(330)726-5454	Occ. Medicine
Emergency Medicine/Trauma Care						
Mercy Health/ST ELIZABETH HEALTH CTR	Hospital - General/Acute Care	8401 MARKET ST	YOUNGSTOWN	44512-6725	(330)729-2929	
Mercy Health/ST ELIZABETH HEALTH CTR	Hospital - General/Acute Care	6252 MAHONING AVE	YOUNGSTOWN	44515-2003	(330)792-7430	
Mercy Health/ST ELIZABETH HEALTH CTR	Hospital - General/Acute Care	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211	
ValleyCare/NORTHSIDE MEDICAL CTR	Hospital - General/Acute Care	500 GYPSY LANE	YOUNGSTOWN	44501	(330)884-1000	
ValleyCare/TRUMBULL MEMORIAL HOSPITAL	Hospital - General/Acute Care	1350 E MARKET ST	WARREN	44482	(330)841-9011	
Family Practice/Internal Medicine						
CONTI, DOMINIC F., DO	Physician (DO)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)656-5911	Family Practice
FRANGOPOULOS, MICHAEL A. M.D.	Physician (MD)	821 MCCARTNEY RD	YOUNGSTOWN	44505-5000	(330)743-4440	Family Practice
MINOTTI, ARMAND L., DO	Physician (DO)	819 MCKAY CT	BOARDMAN	44512-5771	(330)726-7100	Family Practice
RICH, DAVID M.D.	Physician (MD)	2959 CANFIELD RD STE 8&9	YOUNGSTOWN	44511-2800	(330)797-0222	Family Practice
RICH, FRANK A., DO	Physician (DO)	920 TRAILWOOD DR	YOUNGSTOWN	44512-5007	(330)758-8331	Family Practice
SCOTT, RONALD S MD	Physician (MD)	1053 BELMONT AVE	YOUNGSTOWN	44504-1007	(330)744-2149	Family Practice
SHULTZ, MICHAEL W. D.O.	Physician (DO)	315 STRUTHERS LIBERTY RD	CAMPBELL	44405-1949	(330)750-1333	Family Practice
VARGO, JOHN DO	Physician (DO)	5400 NORQUEST BLVD	AUSTINTOWN	44515-1820	(330)799-8000	Family Practice
VRABLE, ALEX J DO	Physician (DO)	5900 YOUNGSTOWN POLAND RD	YOUNGSTOWN	44514-1475	(330)757-0954	Family Practice
TOFIL, SCOTT B., MD	Physician (MD)	602 PARMALEE AVE STE 400	YOUNGSTOWN	44510-1653	(330)747-8611	Internal Medicine
EL-HAYEK, MOUNIR MD	Physician (MD)	2955 CANFIELD RD	YOUNGSTOWN	44511-2804	(330)270-0118	Internal Medicine
ELLIS, GEORGE JR. M.D.	Physician (MD)	910 BOARDMAN CANFIELD RD	BOARDMAN	44512-4218	(330)965-0832	Internal Medicine
HAYEK, BENJAMIN M., MD	Physician (MD)	1005 BELMONT AVE UNIT 260	YOUNGSTOWN	44504-1014	(330)744-0221	Internal Medicine
MENDEZ, CONSUELO A., M.D. INC.	Group Practice	2955 CANFIELD RD	YOUNGSTOWN	44511-2804	(330)270-0118	Internal Medicine
NALLAPANENI, SUDHIR K MD	Physician (MD)	550 PARMALEE AVE STE 100	YOUNGSTOWN	44510-1602	(330)747-8611	Internal Medicine
NICOLOFF, NICOLA B MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278	Internal Medicine
NOVAK, GLENN J. DO	Physician (DO)	51 WESTCHESTER DR	AUSTINTOWN	44515-3902	(330)799-1718	Internal Medicine
RICCIARDI, SANTUCCIO M.D.	Physician (MD)	7067 TIFFANY BLVD STE 250	YOUNGSTOWN	44514-1993	(330)726-4500	Internal Medicine
SINGH, DIGVIJAY MD	Physician (MD)	550 PARMALEE AVE STE 210	YOUNGSTOWN	44510-1602	(330)743-5864	Internal Medicine
Allergy						
KOLLIPARA, ROOP K MD	Physician (MD)	540 PARMALEE AVE STE 410	YOUNGSTOWN	44510-1605	(330)747-6759	Allergy
Dermatology						
WOODS, SUSAN M.D.	Physician (MD)	20 OHLTOWN RD	YOUNGSTOWN	44515-2331	(330)799-0210	Dermatology

LLOYD, JENIFER M.D.	Physician (MD)	8060 MARKET ST.	BOARDMAN	44512	(330)758-9189	Dermatology
Neurology/Neurosurgery						
ANSEVIN, CARL F., MD	Physician (MD)	819 MCKAY CRT, STE 101	BOARDMAN	44512-5789		Neurology
BECKER, JOHN R. JR., M.D.	Physician (MD)	550 PARMALIEE AVE STE 200	YOUNGSTOWN	44510-1602	(330)746-4001	Neurology
NAGPAUL, AMARJEET S. M.D., INC.	Group Practice	755 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4300	(440)726-5500	Neurology
SINGH, PARDUMAN MD	Physician (MD)	126 YORK AVE	YOUNGSTOWN	44512-5615	(330)726-7816	Neurology
Ophthalmology						
SEVACHKO, GERALD S MD	Physician (MD)	7422 SOUTHERN BLVD	YOUNGSTOWN	44512-5629	(330)758-3937	Ophthalmology
WILSON, KEITH A MD	Physician (MD)	10 DUTTON DR	YOUNGSTOWN	44502-1818	(330)746-7691	Ophthalmology
MARTUCCIO, JAMES V JR. M.D.	Physician (MD)	302 NILES CORTLAND RD NE	WARREN	44484	(330)395-2020	Ophthalmology
Orthopedic Surgery						
BONIFACE, RAYMOND S., MD, INC.	Group Practice	24 BOTSFORD ST	POLAND	44514-1755	(330)757-9274	Orthopedic Surgery
BONIFACE, JAMES M.D.	Physician (MD)	880 W LIBERTY ST.	HUBBARD	44425	(330)534-7644	Orthopedic Surgery
DUFFETT, RAYMOND S., MD	Physician (MD)	1335 BELMONT AVE	YOUNGSTOWN	44504-1103	(216)747-2700	Orthopedic Surgery
JAMISON, JAMES P. M.D.	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery
STEFANCIN, JOHN J M.D.	Physician (MD)	1335 BELMONT AVE.	YOUNGSTOWN	44504	(330)747-2700	Orthopedic Surgery
SOLMEN, JAMES D. M.D.	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery
SCHWENDEMAN, LESLIE J. M.D.	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery
SHAER, JAMES A MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)480-3990	Orthopedic Surgery
STEFKO, JOSEPH M., MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery
Physical Medicine						
MIKOLICH, LYNN M. M.D.	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44501-	(330)480-3097	Physical Medicine/Rehab
Pulmonary Specialist						
BINDRA, AKHIL P., MD	Physician (MD)	960 WINDHAM CT	YOUNGSTOWN	44512-5087	(330)726-3357	Pulmonary Disease
PROIA, NICHOLAS G MD	Physician (MD)	89 N MAIN STREET	POLAND	44514-1693	(330)707-5864	Pulmonary Disease
CROPP, ALAN J. M.D.	Physician (MD)	925 TRAILWOOD DR.	YOUNGSTOWN	44512	(330)758-7575	Pulmonary Disease
Foot/Ankle Care						
ARTERS, JOSEPH CANBY, DPM	Podiatrist (DPM)	1300 S CANFIELD NILES RD	AUSTINTOWN	44515-4081	(330)792-6519	
BAER, DAVID N., DPM	Podiatrist (DPM)	3660 STARRS CENTRE DR # 2	CANFIELD	44406-9514	(330)332-4900	
BALMENTI, PHILLIP E., DPM	Podiatrist (DPM)	827 MCKAY CT	BOARDMAN	44512-5790	(440)758-1422	
BARRETT, JOHN E. D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
BEAUDIS, MICHAEL CRAIG MD	Podiatrist (DPM)	1265 BDMN CANFIELD RD	YOUNGSTOWN	44512-0000	(330)758-8808	
BLASKO, GREGORY A., DPM	Podiatrist (DPM)	3262 CENTER RD	POLAND	44514-2201	(330)385-2413	
BUCCILLI, THEODORE ANDREW, JR DPM	Podiatrist (DPM)	3660 STARRS CENTRE DR	CANFIELD	44406-9514	(330)702-0707	
CARBONELL, CHRISTIAN P. DPM.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
CHIARO, JOHN R. JR., D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808	
CHUBA, VERN M., DPM	Podiatrist (DPM)	819 MCCARTNEY RD	YOUNGSTOWN	44505-5047	(330)746-7660	

DALVIN, MITCHELL L., DPM	Podiatrist (DPM)	1749 S RACCOON RD	AUSTINTOWN	44515-4703	(300)799-3383
DEBIEC, ROBERT D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808
DIORIO, WILLIAM S. D.P.M.	Podiatrist (DPM)	2894 CENTER RD	POLAND	44514-2154	(330)757-9444
EMCH, KENNETH J DPM	Podiatrist (DPM)	6505 MARKET ST	YOUNGSTOWN	44512-3457	(330)385-2413
FLAUTO, JOHN A., D.P.M.	Podiatrist (DPM)	1300 S NILES CANFIELD #1	AUSTINTOWN	44515-	(330)792-6519
FRANCISCO, JOSEPH JR., DPM	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413
INNOCENZI, ANTHONY E. D.P.M.	Podiatrist (DPM)	5385 MARKET ST	BOARDMAN	44512-2246	(330)788-1178
NEVILLE, LEAHA JANE DPM	Podiatrist (DPM)	819 MCKAY CT	BOARDMAN	44512-5713	(330)758-4335
PETROLLA, HEATHER A., DPM	Podiatrist (DPM)	3507 CANFIELD RD #7	YOUNGSTOWN	44511-2859	(330)793-0566
PETROLLA, HEATHER A., DPM	Podiatrist (DPM)	924 YOUNGSTOWN POLAND RD	STRUTHERS	44471-1305	(330)707-1360
PODOLSKY, EUGENE D. D.P.M.	Podiatrist (DPM)	17674 MAHONING AVE	LAKE MILTON	44429-9582	(330)654-3339
PODOLSKY, EUGENE D., DPM	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808
PROMMERSBERGER, JAMES E. D.P.M.	Podiatrist (DPM)	940 WINDHAM CT STE 3	BOARDMAN	44512-5060	(330)726-3348
PUSATERI, GENE J. D.P.M.	Podiatrist (DPM)	80 E MIDLOTHIAN BLVD	YOUNGSTOWN	44507-2019	(330)782-6113
REYES, CARMELITA R., DPM	Podiatrist (DPM)	819 MCCARTNEY RD	YOUNGSTOWN	44505-5047	(330)746-7660
SMESKO, MARK S., D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808
DIORIO, W. S., INC.	Podiatrist (DPM)	2894 CENTER RD	POLAND	44514-2154	(330)757-9444

Psychiatric/Psychology

CLINNESS, DAVID W. PHD	Psychologist (PhD)	3144 DENVER DR	POLAND	44512-3603	(330)726-2965
DIMARZIO, LYNN R. PHD	Psychologist (PhD)	7010 SOUTH AVE STE 1	BOARDMAN	44512-3603	(330)726-2965
EDWARDS, JOHN R. PHY	Psychologist (PhD)	611 BELMONT AVE	YOUNGSTOWN	44502-1037	(330)744-2991
ESPERON, JAMES P., PHD	Psychologist (PhD)	550 E MAIN ST	CANFIELD	44406-1580	(330)533-7671
KIRACOFE, NANCY L. PHD	Psychologist (PhD)	5500 MARKET ST STE 90	YOUNGSTOWN	44512-2616	(330)782-7701
YODER, SUSAN K., PHD	Psychologist (PhD)	7010 SOUTH AVE STE 1	BOARDMAN	44512-3603	(330)726-2965

Chiropractic Care

CRUM, MURPHY J. DC	Chiropractor (DC)	945 BOARDMAN-CANFIELD RD	BOARDMAN	44512	(330)726-8164
GRANETO, JAMES J. DC	Chiropractor (DC)	7291 WEST BLVD	BOARDMAN	44512	(330)758-5119
LYONS, MICHAEL C.	Chiropractor (DC)	1315 BOARDMAN-CANFIELD RD#3	BOARDMAN	44512	(330)726-7404
RUSSO, DOMNIC A	Chiropractor (DC)	7067 TIFFANY BLVD	POLAND	44514	
YANKUSH, THOMAS P. D.C.	Chiropractor (DC)	725 BOARDMAN CANFIELD RD	BOARDMAN	44512-4380	

THESE SPECIALTIES REMOVED - USUALLY NOT OCCUPATIONAL AND/OR CAUSE LOST TIME. WILL CONSIDER UPON SPECIFIC REQUEST

Cardiovascular

HOFFMAN, DAVID A DO	Physician (DO)	1220 BELMONT AVE	YOUNGSTOWN	44504-1102	(330)743-3644 Cardiovascular
AROMATORIO, GEORGE J., MD	Physician (MD)	905 SAHARA TRL	POLAND	44514-3687	(330)726-0100 Cardiovascular
BALLAS, STEVEN L., MD	Physician (MD)	250 DEBARTOLO PL	YOUNGSTOWN	44512-7004	(330)758-7703 Cardiovascular
BURLEY, MICHAEL W., MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278 Cardiovascular
HOUSTON, ROBERT R. M.D.	Physician (MD)	905 SAHARA TRL	POLAND	44514-3687	(330)726-0100 Cardiovascular

HUNT, ROBERT E. MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	Cardiovascular
HUSAIN, SADIQ SYED, MD	Physician (MD)	1001 BELMONT AVE	YOUNGSTOWN	44504-1003	Cardiovascular
KATZ, ALLAN DO	Physician (DO)	905 SAHARA TR	POLAND	44514-3687	(330)726-0100 Cardiovascular
MAZANEK, GREGORY J. MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278 Cardiovascular
SCHMETTERER, LAWRENCE I MD	Physician (MD)	550 PARMALEE AVE STE 300	YOUNGSTOWN	44510-1602	(330)743-3604 Cardiovascular
STEFEK, PAUL., MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278 Cardiovascular
YOUNG, GARY A. M.D.	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278 Cardiovascular
Gastroenterology					
YOSSEF, SAYED MD INC	Group Practice	3304 STONES THROW AVE	POLAND	44514-4204	(330)707-1115 Gastroenterology
General Surgery					
DEVITO, PETER M. MD., INC	Group Practice	7355 CALIFORNIA AVE	BOARDMAN	44512-5602	(330)744-7017 General Surgery
Nephrology					
SOUNDARARAJAN, RAMESH MD	Physician (MD)	1340 BELMONT AVE ste 2300	YOUNGSTOWN	44504-1129	(330)746-1488 Nephrology
VASSILAROS, LEONIDAS G MD	Physician (MD)	1340 BELMONT AVE STE 2300	YOUNGSTOWN	44504-1129	(330)746-1488 Nephrology
Thoracic Surgery					
FRANCO, ALEJANDRO A., MD	Physician (MD)	540 PARMALEE AVE STE 510	YOUNGSTOWN	44510-1605	(330)744-2118 Thoracic Surgery
YOON, PYONGSON D., MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)884-4570 Thoracic Surgery
Urology					
BITONTE, A. GARY M.D.	Physician (MD)	5395 BAY HILL DR	CANFIELD	44406-9010	(330)759-9119 Urology
MCELROY, JOHN B. M.D.	Physician (MD)	904 SAHARA TR	YOUNGSTOWN	44514-	(330)758-9787 Urology
MUSSELMAN, PAUL W. M.D.	Physician (MD)	904 SAHARA TRL	YOUNGSTOWN	44514-3667	(330)758-9787 Urology
Vascular Surgery					
KOLLIPARA, VENKATA SK	Physician (MD)	540 PARMALEE AVE	YOUNGSTOWN	44510-1716	(330)747-1106 Vascular Surgery
Dentistry					
BABINEC, JILL K., DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211
BAJI, RAJESH, DDS	Dentist (DDS)	3830 STARRS CENTRE DR	CANFIELD	44406-8003	(330)533-8699
CHUNG, KWANG H., DDS	Dentist (DDS)	2703 MAHONING AVE	YOUNGSTOWN	44509-2337	(216)793-5511
DEMATTEO, BRIAN J., DDS	Dentist (DDS)	3830 STARRS CENTRE DR	CANFIELD	44406-8003	(330)533-8699
HOVELL, JAMES R., DDS	Dentist (DDS)	361 W INDIANOLA AVE	YOUNGSTOWN	44511-2452	(440)788-6519
JEREN, BRADLEY K., DDS	Dentist (DDS)	17991 MAHONING AVE	LAKE MILTON	44429-9501	(330)654-3253
NALLURI, SARAT, DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211
PETRAKOS, FRANK, DDS	Dentist (DDS)	11695 MARKET ST	NORTH LIMA	44452-9769	(330)549-2800
SNYDER, PHILLIP J., DDS	Dentist (DDS)	250 DEBARTOLO PL	BOARDMAN	44512-7004	(330)965-0000
STYKA, DOUGLAS, DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)745-7211
TANEJA, RAJIV, DDS	Dentist (DDS)	5700 MARKET ST	YOUNGSTOWN	44512-2677	(330)783-0202
WOJTKOWSKI, ANDREW M., D.M.D.	Dentist (DDS)	3768 BOARDMAN CANFIELD RD	CANFIELD	44406-9029	(330)702-1288
ZAK, THADDEUS J., DDS	Dentist (DDS)	565 E MAIN ST STE 240	CANFIELD	44406-1599	(330)533-4991

ADDENDUM "A"

All current employees who are members of AFSCME Local 1156 and employed in the Mahoning County Facilities Department shall receive a one-time, lump sum payment in the amount of \$500.00. 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 of the collective bargaining agreement.

All current employees who are members of AFSCME Local 1156 and employed in the Mahoning County Facilities Department as of June 1, 2016 shall receive a one-time, lump sum payment in the amount of \$ 1,000.00.

All current employees who are members of AFSCME Local 1156 and employed in the Mahoning County Facilities Department as of June 1, 2017 shall receive a one-time, lump sum payment in the amount of \$ 1,000.00.

RESOLUTION
RES 15-06-026

BE IT RESOLVED, that upon the recommendation of Karen D. U'Halie, Director of Human Resources, the Board of Mahoning County Commissioners does hereby accept the Collective Bargaining Agreement between the Mahoning County Commissioners, Facilities Department and AFSCME Local 1156.

Effective June 1, 2015 through May 31, 2018.

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

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

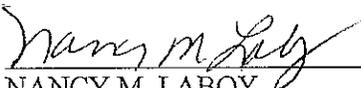
Roll call voting resulted:	Mr. Ditzler:	aye
	Mrs. Rimedio-Righetti:	aye
	Mr. Traficanti:	aye

WHEREUPON, the President of the Board declared the foregoing Resolution be duly adopted this 17th day of June, 2015.



ANTHONY T. TRAFICANTI,
PRESIDENT OF THE BOARD

ATTEST:



NANCY M. LABOY,
CLERK OF THE BOARD

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cc: Auditors
AFSCME Local 1156
Facilities
Human Resources