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AGREEMENT

BETWEEN THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #377

LEGAL UNIT

AND THE

MAHONING COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES

CHILD SUPPORT ENFORCEMENT AGENCY

AND THE

BOARD OF MAHONING COUNTY COMMISSIONERS

SERB CASE NO. 2014-MED-05-0810

EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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PREAMBLE

Section 1. Parties to the Agreement. This Agreement is made and entered into by and between the Mahoning Board of County Commissioners, and the Department of Jobs and Family Services, Mahoning County Child Support Enforcement Agency, hereinafter referred to as "the Employer," and the International Brotherhood of Teamsters Union Local #377, hereinafter referred to as the "Union."

Section 2. Purpose and Scope. It is the purpose and scope of this agreement:

A. to promote and insure harmonious relations, cooperation and understanding between the County and the Union covered hereby, to insure true collective bargaining under state law, to establish wages, salaries, hours, working conditions and other terms of employment consistent with availability of public funds, and to provide a procedure for prompt and equitable adjustment of grievances to the end that there will be no interruptions or impeding of job duties.

B. to promote high morale and foster good working relationships among employees through the enforcement and promulgation of uniform personnel policies.

C. to promote a non-offensive work environment free of harassment, intimidation, or hostility of any kind for employees and management, thus ensuring cooperative efforts of labor management relations.

D. to provide an opportunity through their Union representatives for members of the bargaining unit to exchange views and opinions with management concerning the operation, responsibilities, and functions of the Agency through the collective bargaining process.

ARTICLE 1
UNION REPRESENTATION

Section 1. Recognition. The County recognizes the International Brotherhood of Teamsters Local 377 as the exclusive bargaining agent for the employees covered by this Agreement, hereinafter referred to as members, for the purposes of collective bargaining with respect to wages, hours of employment, and all other terms and conditions of employment.

Section 2. Bargaining Unit. The bargaining unit shall be defined as the public employees in the classified service working in the Mahoning County Child Support Enforcement Agency, as certified by the State Employment Relations Board (SERB) in SERB Case #97-REP-09-0252, a copy of which is attached hereto as Appendix A.

ARTICLE 2
UNION CONDITIONS

Section 1. Membership.

A. Subject to paragraph (c) below, it shall be a condition of employment that all present employees covered by this Agreement who are members of the Union in good standing on the 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 remain as members in good standing. No employee shall be eligible for Union membership until he has completed thirty (30) calendar days.

B. Subject to paragraph (c) below, it is agreed that all new employees hired into the bargaining unit as a condition of continued employment shall be members of the Union on the thirty-first (31st) calendar day following the beginning of their employment, and thereafter shall continue membership in good standing in the Union by the tender of periodic dues required as a condition of acquiring or retaining membership in the Union.

C. During the new hire probationary period the Employer may discharge the employee at any time without providing reasons and without the need to establish cause. Neither the employee nor the Union shall have recourse to the grievance procedure or the State Personnel Board of Review to challenge any discipline imposed on the employee during the probationary period. However, a probationary employee may file a grievance with respect to other contractual matters.

Section 2. Membership Fees.

A. All employees in the bargaining unit shall either become and remain members of the Union, pursuant to subparagraph (a) above, or be required to pay a fair share fee to the Union as a condition of continuous employment in accordance with ORC 4117.09 Section (c), which shall be remitted by the Employer to the Union in accordance with that section.

B. Prior to the CSEA deducting any fair share fees, the Union shall certify to the CSEA that it has adopted a rebate procedure that conforms with Ohio Revised Code 4117.09 and federal law, including any relevant decision from the U.S. Supreme Court. The Union shall provide a copy of its rebate procedure to the Employer and unit members who do not belong to the Union.

Section 3. Union Membership Check-Off.

A. During the life of this Agreement, the Employer shall deduct Union membership dues 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. Deductions provided in the Agreement shall be transmitted to the Teamsters Union no later than ten (10) days

following the end of each bi-weekly pay period. Any such authorization may be canceled by an employee upon written notice to the Employer during the last ten (10) days of each calendar year. If no such cancellation is received during that period, the deduction of dues shall continue for another year when such cancellation may again be received by the Employer.

B. Any violation of this section shall result in implementation of the grievance procedure at Step 2.

C. The Employer shall be relieved from making such individual dues or fair share fee deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence.

Section 4. OHIO DRIVE Contributions.

The Employer agrees to deduct from the paycheck of any bargaining unit employee who voluntarily signs and submits a written deduction authorization form, voluntary contributions to OHIO DRIVE. OHIO DRIVE shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO DRIVE Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

Section 5. Indemnification.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues, fees, assessments, service fees, or voluntary contributions. The Union shall indemnify and save the Employer harmless against any liability, claims, actions, suits, or proceedings that may arise out of or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this article. In the event the Employer is held responsible for the repayment of monies paid to the Union pursuant to this article, the Union, to the extent of those monies were actually received, shall reimburse same to the Employer and/or the designated employees involved.

Section 6. Union Business.

A. A representative of the Union may meet with the employees for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the purpose of processing grievances. Stewards will notify their Administrator in writing by memo or e-mail, prior to meeting for the purposes outlined in this section. Stewards shall be permitted to meet with employees during reasonable times and periods for the purpose of enforcement of the labor agreement and processing and investigating grievances, or other official Union business, without loss of pay or benefits. The Stewards shall fill out

a Union form when leaving the building on Union business. At no time shall an employee's request to meet with any designated Steward be unreasonably denied.

B. The Union shall furnish the Employer with a written updated list of Stewards stating the department or unit to which each Steward is assigned and shall notify the Employer in writing of any change. Stewards from both the Supervisors and Legal Units will work together for the common interests of both units. The Chief Steward may appoint individuals who will act as Stewards when necessary to fill a vacancy or absence. The Employer shall recognize two (2) Stewards and one (1) Agency Teamster Chief Steward in the Legal Unit.

C. The Union shall be permitted to have one (1) representative to explain the Union contract to newly hired employees eligible for Union membership and answer pertinent questions. This meeting may be coordinated with the new employee's orientation.

D. Any time during the duration of this contract if Union activity increases due to negotiations or labor management issues, the Chief Steward or Stewards shall meet with the Employer to discuss flexible or reduced workloads.

Section 7. Union Time.

A. Employees of the bargaining unit who are selected by the bargaining unit to attend meetings, conventions, seminars and/or workshops of the International Union or affiliated body on a regional, state, or national level shall be granted Union time for such purposes. Union time for these purposes shall be fifteen (15) cumulative days per calendar year, six (6) of which shall be paid, and any remaining balance shall be unpaid. Union time will be requested as soon as practical.

B. An employee may request and shall be granted the use of vacation, compensatory time, or personal time or a combination of any of the above for time taken in Section A above in excess of the six (6) days.

ARTICLE 3
BULLETIN BOARD

Section 1. The Employer shall provide a bulletin board for the purpose of posting Union sanctioned notices and communications. Materials posted shall relate to Union social affairs, meetings, appointments, nominations and elections, and any other material authorized by the Local Union Chief Steward.

Section 2. It is understood that the Union shall not post materials of a scandalous, scurrilous, or derogatory nature, or political commentary, endorsements, or criticism of an incumbent or candidate for political office.

ARTICLE 4
CONTRACT NEGOTIATIONS

During the negotiation period as provided herein, the Employer agrees to compensate Union representatives their regular straight time hourly rate of pay, not to exceed the regular scheduled work hours per work day for time spent in negotiating sessions scheduled during an employee's regularly scheduled work hours.

ARTICLE 5
LAYOFF/RECALL

Section 1. Preemption of Civil Service Law. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) governing work force reductions.

Section 2. Layoff Order. Whenever because of lack of work, lack of funds, or abolishment of positions, it is necessary for the Employer to lay employees off, layoffs shall occur in the following order:

A. Newly hired employees who have not completed their probationary period.

B. The employee with the least bargaining unit seniority

C. For purposes of this Agreement, "abolishment" means the permanent deletion of a position from the organization or structure of the Employer due to lack of continued need for the position, due to reorganization for efficient operation, or lack of work. Said deletion expected to be permanent and to be done in good faith. The lack of work is expected to be permanent if the lack of work is expected to last more than one (1) year.

Section 3. Meet and Discuss. Before any employee is given notice of layoff, the Union and the Employer will meet immediately for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs.

Section 4. Notice of Layoff. Laid off employees shall be notified at least twenty-one (21) work days prior to layoff. The Employer will make a reasonable effort to meet with each employee individually. The Employer may provide this notice by email and by regular mail, by witnessed hand-delivered letter or by another method mutually agreed upon with the Union. The notice shall contain the date of commencement of layoff and a notice of the employee's right to "bump." The Union shall be given a copy of all layoff notices.

Section 5. Notification of Intent to Bump. The employee shall notify the Employer of his intent to bump five (5) work days of receipt of the notice. Any employees not submitting such request within five (5) work days shall be considered to have accepted the layoff. Should the

employee opt to accept the layoff, the employee may upon written request receive all accrued vacation pay.

Section 6. Bumping. An employee whose position has been abolished or who is laid off for any reason may "bump" any employee in the unit with less bargaining unit seniority, provided he meets the minimum qualifications of the position as spelled out in the job description. The employee will be given one hundred eighty (180) days with training to demonstrate the ability to perform in the position into which the employee has bumped. If the Employer determines after that time the employee cannot perform the duties of the position, the Employer is to provide the affected employee an equivalent position pursuant to Article 44, New Methods. If the Employer determines that the employee cannot perform the duties of the position, the Employer shall provide written notice to the employee of the specific reasons why he is not qualified. The Employer's decision in this regard is grieveable. Any employee displaced by the bumping process may exercise his right to bump as though he had been laid off. Should a bumped or laid off employee not elect to bump, the Employer shall not challenge any unemployment benefits.

Section 7. Recall Period. Employees shall retain recall rights for three (3) years to the position from which they were laid off. The employee's bargaining unit seniority shall continue to accrue during the recall period. The Employer shall not hire anyone into the bargaining unit to perform bargaining unit work while any bargaining unit member is laid off, unless agreed by the parties.

Section 8. When a recall is necessary and/or a vacancy occurs in any position in the bargaining unit, the recall shall be made in the inverse order of the layoff in that the most senior employee on the recall list shall be recalled first. If there is not an available vacancy within the bargaining unit, the Employer shall notify the laid off employee of other vacancies within the County and shall provide its best efforts to assist the employee in obtaining other employment within the County.

Section 9. Notice of Recall. The Union and the employee being recalled shall be notified by certified letter at least fifteen (15) work days before the recall commences. An employee shall notify the Employer within ten (10) work days following the date of receipt of the notice, or the Union's receipt of the notice, of the employee's intention to return to work.

Section 10. The Stewards of the Legal Unit shall have super seniority with regard to layoffs and recalls. In case a choice must be made, the Steward whose last three (3) numbers of his social security are higher shall take precedence.

Section 11. Employees recalled and returning back to work shall be returned to the same position and receive the same rate of pay (unless the rate has increased), in which case they shall receive the increased rate.

Section 12. Recall Lists. Recall lists shall be kept current by the Employer and agreed to by the Union. The Union shall be furnished and/or forwarded a copy of all recall lists as they are made current by the Employer. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the Employer.

ARTICLE 6
NO LOCK-OUT/NO STRIKE

Section 1. The Employer agrees that neither it, its officers, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lock-out of members of the Union.

Section 2. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other concerted activities which interrupt the operations of the Employer by its members during the term of this Agreement.

Section 3. If members are placed in fear of harm to themselves or their property, management and the Union will meet and confer on this issue to determine alternative work locations, delivery of services, and worker safety.

ARTICLE 7
MANAGEMENT RESPONSIBILITIES

Section 1. The Union recognizes that the rights and responsibilities of the Employer arise from, and must be exercised in accordance with, the provisions of the Ohio Revised Code and the Constitutions of the State of Ohio and of the United States. The Union recognizes the Employer's legal status, its legal duties, rights, and obligations. The Union recognizes that the Employer has and will retain the right and responsibility to:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards of services, of its overall budget, utilization of technology and organizational structure.

B. Direct, supervise, evaluate, suspend, discharge, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, hire or retain employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

E. Determine the overall mission of the Employer as a unit of government and effectively manage the work force.

F. Determine the adequacy of the work force.

G. Retain managerial responsibility for those issues not specifically granted to the Union in this Agreement.

ARTICLE 8
NON-DISCRIMINATION

Section 1. The provisions of this agreement shall be applied equally to all bargaining unit employees without unlawful discrimination as to race, religion, color, national origin, handicap, sexual preference, genetic information, military status, political affiliation or opinion. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2. The Employer recognizes the right of all employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee because of Union membership or because of any lawful activity in an official capacity on behalf of the Union, nor will the Union practice discrimination, coercion, or interference against any employee choosing not to join the Union.

Section 3. All references to employees in this Agreement designate both sexes, and wherever a male gender pronoun is used, it shall be construed to include male and female employees.

ARTICLE 9
SENIORITY

Section 1.

A. Seniority for purposes of layoff, bumping rights, recall, promotions, selections, merger, transfers, consolidation, partnerships, or abolishment of positions, shall be bargaining unit seniority.

B. Length of Service. For purposes of vacation accrual, sick leave accrual, retirement, other entitlements of employment under the law, and other provisions of this Agreement, the employee's length of service with the County shall apply.

C. No employee shall acquire seniority rights until he has completed the initial probationary period. Upon satisfactory completion of the probation period, the employee shall receive seniority from the date of hire.

D. Bargaining unit seniority in the Legal Unit is the length of continuous uninterrupted service with the County commencing on the date which the person started in a position which was included in the bargaining unit as certified by SERB in either case #97-REP-06-0151 (Supervisor's Unit) or #97-REP-09-0252 (Legal Unit), and at the time so certified by SERB. Such person's seniority is not altered by a change in title of such position, or by transfer, promotion, or other movement to newly created or other existing positions in either unit. For those persons who were not in one of such originally included positions in either unit as so certified by SERB at that time, seniority starts with date of entry into a position in the Legal bargaining unit.

E. Notwithstanding the provisions of paragraph D above, employees shall continue to accrue seniority during:

1. All paid or unpaid leaves of absence.
2. Required military leave or conflict.
3. Layoff as stated in this Agreement.
4. Workers' compensation leave.
5. Family and Medical Leave Act (F.M.L.A).
6. Disability separation not exceeding three (3) years, or a disability retirement not exceeding five (5) years, provided the employee returns to work within this period.

F. Bargaining unit seniority shall be broken (lost) when an employee:

1. Is discharged for just cause.
2. Is laid off and not recalled within the time limits specified in this Agreement.
3. Resigns or retires (except disability retirement).
4. Fails to report for work for more than three (3) working days without having given the Employer advance notice of pending absence, unless employee is physically unable to do so as certified by the appropriate authority.
5. Employee refuses recall or fails to report to work within ten (10) working days from the date the employee receives the recall notice.
6. Is promoted out of this bargaining unit. Should the employee remain in the promoted position, his seniority with this bargaining unit shall be frozen.

Section 2. The Employer shall provide the Union with a copy of the bargaining unit seniority list on an annual basis, whenever changes occur, and upon request. The seniority list shall contain the following information:

1. Name of bargaining unit members
2. Department and title
3. Position and Classification Series
4. Date commenced bargaining unit seniority

Section 3. Any time there is a question of seniority with employees having the same date of service, the most senior will be determined by the highest of the last three (3) digits of the social security number.

ARTICLE 10
JOB SECURITY

There shall not be any sub-contracting or privatization of any jobs currently being performed by the bargaining unit without negotiating with the Union. No work currently being performed by this bargaining unit shall be performed by another bargaining unit without negotiating with the Union.

ARTICLE 11
POSITIONS, VACANCIES

Section 1. Positions and Qualifications.

A. The Employer will make no changes in positions or qualifications in existing positions without first negotiating the change. The Employer shall notify new hires in writing of their position status. The Employer will continue to provide the Agency-wide Table of Organization to each member of the bargaining unit. Job descriptions shall be provided to the Union for existing positions in the bargaining unit. If the Employer wishes to change a job description, change a position; or create a new position, or create a new classification, the Employer agrees to first notify and bargain with the Union about and over the proposed change at least thirty (30) days prior to posting or announcement. (New Hires – defined as beginning new employees, not transferred or promoted existing employees.)

B. The Union has the right to discuss and be heard at least thirty (30) days prior to the posting and filling of job positions. A new position and/or classification added to the Table of Organization shall become a subject of bargaining as to inclusion or exclusion from the bargaining unit.

C. If the parties bargain to impasse on the position or qualifications issues, the Employer cannot implement the intended change. If the inclusion or exclusion from the bargaining unit of a position is in dispute, the position will be in the bargaining unit until determined otherwise. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a position in the unit and/or the appropriate wage and job description for that position, the dispute shall be taken to arbitration and the arbitrator's decision on the disputed issues shall be final and binding.

D. Any award of the arbitrator shall be retroactive to the date that the job position changes occurred. Any wage rate or position agreed to by the County and the Union or decided by the arbitrator shall become part of this Agreement pursuant to wages and positions.

E. Negotiated changes in positions and/or negotiated status of new positions shall be submitted to the State Employment Relations Board (SERB), pursuant to Joint Petition for Unit Clarification and/or Amended Certification of such changes if necessary and a Memorandum of Understanding to the Agreement shall be executed.

Section 2. Vacancies.

A. A vacancy occurs where the Director has created a new position or has increased the number of positions in the current Table of Organization, or when an opening occurs in a position as a result of a promotion, transfer, retirement, death of a member, or termination of employment. The Union has the right to be informed thirty (30) days in advance for negotiating any position in this bargaining unit or determined to be in this bargaining unit.

B. Upon receipt of a notice of vacancy, the announcement for that vacant position shall be posted to begin the five (5) full work day posting period.

Section 3. Temporary Assignments.

A. Temporary assignments of work are those assignments of bargaining unit work of a temporary nature and a specific duration, not to exceed ninety (90) days. The bargaining unit person accepting such an assignment must be made aware of its temporary nature. That person accepting such assignment shall not be penalized in any way, such as job abolishment or any other tampering with that person's position.

B. Temporary assignments of work shall be offered to bargaining unit employees first on a voluntary basis. If no bargaining unit member volunteers to accept the assignment, then management shall assign the duties to the least senior qualified bargaining unit member.

C. The Employer will not use the ninety (90) day temporary assignment as a subterfuge to circumvent the collective bargaining agreement regarding the existence of vacancies, filling vacancies, promotions, and/or transfers and any other applicable terms of the contract. In no event shall an employee's pay be reduced as a result of a temporary assignment.

D. If at the end of the ninety (90) days the Employer determines that the assignment should be continued, it will be deemed that a vacancy exists and the contract provisions regarding filling of the vacancy will apply, unless the Union and management agree otherwise in writing.

E. When a bargaining unit member is designated by written action of the Employer to work in a classification, in a position within or out of the bargaining unit, with a rate of compensation higher than the employee's rate of compensation, the employee shall be paid at the first step of the higher pay range or five percent (5%) above the employee's normal rate of compensation, if the employee continues in the position for more than one (1) week.

F. If the employee is required to perform additional duties of another unit and/or supervisor, the assumed duties shall not continue for longer than two (2) weeks, unless mutually agreed by the parties. After two (2) weeks, both the Union and management shall determine if a vacancy exists and whether or not to fill the vacancy.

ARTICLE 12
PROMOTIONS and JOB OPENINGS

Section 1.

A. Promotions to higher positions and/or lateral moves within this bargaining unit shall be made from existing bargaining unit employees first. When a vacancy occurs, the vacancy shall be posted on the bulletin board for five (5) full work days.

B. All postings shall indicate the full job description and title, immediate supervisor, rate of pay, qualifications, position, location and physical requirements. The date of the posting and the expiration date of the posting shall appear on its face. Stewards may submit bids on behalf of bargaining unit employees at their request.

C. Applications from existing bargaining unit employees shall be accepted during the five (5) full work day posting period. All timely filed bid notices or applications shall be reviewed by the Human Resource Administrator and the job shall be selected within thirty (30) working days from the deadline for submission. Any new hire positions shall be filled within forty-five (45) working days from the deadline for submission. The candidate shall begin the new position within thirty (30) working days of notification as mutually agreed. Each CSEA applicant shall receive a written letter from the interviewer(s) or the Human Resource Department to confirm or deny his application for the position.

D. The bargaining unit employee will be notified in writing of his selection. The bargaining unit employee will then have two (2) working days to withdraw his bid application, in writing, to the Human Resource Department, and may only withdraw his bid application at that time. Any member who submits a job bid and is chosen to be the candidate, and does not get placed in that position within the time frame as outlined in this article, shall receive the higher pay for the position for the period of time until the person assumes the position.

Section 2.

A. The applicant awarded the position shall be allowed one hundred twenty (120) calendar days to train for the position and shall not exceed one hundred twenty (120) calendar days unless mutually agreed in writing by both parties. Lateral moves shall train for ninety (90) calendar days (see probationary period language in Article 16). During the training period the employee shall be given reasonable help and supervision.

B. If the promoted or transferred employee rejects the job or is removed by management within the training period, he shall be returned to the same position from which he came at the same rate of pay and a position of equal duties, if the employee's position is no longer available. Removal by management during the training period shall be due to failing evaluations.

C. Selection for positions shall be based ONLY upon the qualifications and/or criteria presented on the job posting, and in the event that applicants equally meet the qualifications and criteria presented in the posting, years of supervision shall be considered. Bargaining unit seniority shall be the determinative factor.

ARTICLE 13
NEW POSITIONS OR JOB CHANGES

Section 1. New equipment or technological changes may affect overall operations, i.e., SETS conversion or Welfare Reform. Changes in the Employer's policies or the law applicable to the Employer's structure may also affect overall operations. The Employer shall provide notice to the Union as soon as practicable to determine how changes may effect the overall operations. Where job duties of bargaining unit positions will change, Section 3 of this article shall apply. Where new positions will be created, the Employer and the Union shall meet to determine the new job description, the effect of such a position on existing positions, and to negotiate a position and pay rate for a position of equal job duties. If the parties are unable to agree upon the inclusion/exclusion of a new position in the bargaining unit, that matter will be submitted to the State Employment Relations Board (S.E.R.B.) for resolution. If the parties agree upon the inclusion of a new position in the bargaining unit, they shall file a joint petition to amend the unit with SERB.

Section 2. If the parties agree upon inclusion of the position in the bargaining unit, but are unable to reach an agreement regarding the applicable pay rate, the Union may file a grievance. The arbitrator shall have authority to select appropriate wages, and make a final and binding decision with regards to appropriate pay rates. Any award of the arbitrator shall be retroactive to the date that the job position changes occurred. Any rates of positions agreed to by the Employer and the Union or decided by the arbitrator shall become part of this Agreement pursuant to wages and positions.

Section 3. The Employer may implement a change in the minimum qualifications of any job, changes in job duties, or job enlargement, defined as additional duties or expansion of duties to an existing position, once negotiated with the Union. The Union must receive a copy of any changes seven (7) calendar days before the date they will apply for negotiating purposes.

Section 4. The parties agree that no pilot or project initiated will conflict with, amend, or abridge any provision of this Agreement. It is further agreed that no pilot or project initiated will result in loss of pay or benefits. If any bargaining unit employees are involved, they reserve the right to return to their same and similar position.

ARTICLE 14
NEW EMPLOYEE NOTIFICATION

The Agency agrees to notify the Chief Steward in writing of any new employee within the bargaining unit. The notification shall contain the name, unit, and supervisor of the new

employee. Such notification shall be transmitted by the Human Resource Department to the Chief Steward within seven (7) calendar days of the date that the new employee commences employment.

ARTICLE 15
TRAINING

Section 1. Training shall be provided to employees so that they may acquire the skills and knowledge necessary for new technological changes or additional job duties. The Employer will make every effort to schedule the training during normal work hours. No mandatory or required training shall be at the expense of the employee. Notary fees shall be reimbursed to the employees. If classes are limited, the more senior employee in the department may attend training sessions first.

Section 2. New Agency employee orientation to be conducted by the Human Resource Department within one (1) week of new employees start date will be to:

1. Provide a general overview of Agency and County Personnel Policies.
2. Explain the proper chain of command.
3. Outline expectations of the Employer.

Section 3. A two (2) year leave of absence (educational leave) may be granted for the purpose of education, training, or specialized experience, which would benefit the Agency.

Section 4. Supervisory training responsibilities shall be spelled out in the job descriptions.

ARTICLE 16
PROBATIONARY PERIOD/EVALUATIONS

Section 1. **New Hire Probation**. All newly hired employees shall have a probationary period of one hundred twenty (120) calendar days. Employees will not be eligible to bid for other positions in the Agency during the one hundred twenty (120) calendar day probationary period. Employees may bid on another position within the last two (2) weeks of their probation. (New hires defined as beginning new employees, NOT transferred or promoted existing employees.) During the new hire probationary period, the Employer may discharge the employee at any time without providing reasons and without the need to establish cause. Neither the employee nor the Union shall have recourse to the grievance procedure or the State Personnel Board of Review to challenge any discipline imposed on the employee during the probationary period. However, a probationary employee may file a grievance with respect to other contractual matters.

Section 2. **New Hire Evaluations**.

A. Each newly hired probationary employee shall receive a performance evaluation to be conducted by his immediate administrator upon completion of sixty (60) calendar days of the employee's probation period. A second evaluation shall be conducted by the

immediate administrator upon completion of one hundred ten (110) calendar days of the employee's probation period. The one hundred ten (110) day final evaluation will determine whether the employee will remain in the new position or be returned to his former position.

Section 3. Evaluations, Lateral Moves, and Promotions.

A. For lateral moves, a ninety (90) calendar day evaluation shall be conducted by the immediate administrator. An evaluation shall be conducted by the immediate administrator upon completion of the first forty-five (45) calendar days of the probation period. A final evaluation, if needed, will take place at eighty-five (85) days to determine whether the employee will remain in the position or be returned to his former position. A yearly evaluation shall be conducted by the immediate administrator upon the anniversary date of hire of the employee, or anniversary date of the lateral move.

B. Each newly promoted employee shall receive a performance evaluation to be conducted by his immediate administrator upon completion of sixty (60) calendar days of the employee's probation period. A second evaluation shall be conducted by the immediate administrator upon completion of one hundred ten (110) calendar days of the employee's probation period. The one hundred ten (110) day final evaluation will determine whether the employee will remain in the new position.

ARTICLE 17
HOURS OF WORK

Section 1. Hours of Work, Lunch and Rest Periods.

A. Bargaining unit employees in the Legal Unit shall be allowed to enter the CSEA building upon opening. All Legal Unit attorneys shall submit their time through the electronic time keeping system for approval by the Legal Administrator for payroll purposes.

B. Employees may, with prior approval of their administrator, "flex" their work hours as needed by requesting the use of "flex" time. "Flex" time may be granted for prior scheduled functions such as medical or personal appointments and family functions. At the discretion of the administrator, "flex" time may be used for emergencies. Administrator approval shall not be unreasonably denied.

If "flex" time is granted, an employee must still account for a 40 hour work week.

"Flex" time is not intended to be used on a regular basis. The use of "flex" time shall not be counted against accrued leave. If the employee is unable to make up "flex" time, they will utilize appropriate accrued leave (For example, sick leave for medical appointments.

An employee may be disciplined for pattern abuse of "flex" time. Pattern abuse is defined as con sistent use of "flex" time; for example, in the following situations:

1. Any one specific day;
2. Weekly use of "flex" time; or
3. Using "flex" time to cover a late arrival to work.

C. Legal bargaining unit members are entitled to two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. Legal bargaining unit members may adjust their breaks at their discretion when work load indicates. Bargaining unit employee shall not have to swipe/punch out for breaks or lunch times. Breaks may be taken between 9:00 a.m. through 3:30 p.m.

D. Each January 1 the employee's time record will begin a new cycle.

ARTICLE 18
OVERTIME

Section 1.

A. All overtime must be pre-approved by the Appointing Authority or designee and notice must be given three (3) working days in advance for a special project or job, when possible. Approval of unforeseen overtime shall be open ended and automatically granted to the employee with reasonable explanation of circumstances, e.g., unexpectedly detained in a court hearing.

B. Overtime shall generally be offered on a voluntary basis to the employees. For purposes of overtime, active pay status shall include paid holidays, authorized vacation leave, court leave, compensatory time, or personal leave.

C. Bargaining-unit employees shall be entitled to overtime compensation for hours worked in excess of forty (40) hours in one week. Bargaining unit employees may choose to take compensatory time instead of payment for overtime.

Section 2.

A. If the employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by the Appointing Authority or designee, on a time and one-half (1 1/2) basis, mutually agreeable to both parties. Any compensatory time not taken within twenty-four (24) months of earning it shall be paid. Cash payment of overtime shall be paid no later than at the conclusion of the next succeeding pay period. Employees may request cash or compensatory time in writing to the Human Resource Office.

B. Upon the termination of employment, any employee with accrued but unused compensatory time shall be paid at a rate that is the greater of the employee's final

regular rate, or their average rate of pay, during their last three (3) years of employment with the County.

ARTICLE 19
HOLIDAYS

Section 1.

A. Employees shall be entitled to the following holidays:

1. New Years Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day

For the years 2016 and 2017. Bargaining Unit members shall be off work Monday, December 26, 2016 and Tuesday, December 26, 2017 (in observance of Christmas Day – falls on a Sunday in 2016 and Christmas Eve falls on a Sunday in 2017).

Section 2.

A. In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

B. In the event that any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday.

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

D. An employee who worked on any authorized legal holiday shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay for all hours worked in addition to his regular rate of pay for the holiday.

E. Any additional holidays off with pay declared by the Governor, the Mahoning County Commissioners, or the President of the United States, for other special purposes shall also be granted to the bargaining unit employees.

F. Payment will not be made for a holiday which occurs during an unpaid leave of absence.

G. Employees on long term paid sick leave (five [5] consecutive days or more) or employees who are hospitalized the day before and/or the day after the holiday, shall be paid for the holiday, provided there is a written physician's report stating the employee is under the physician's care.

ARTICLE 20
VACATIONS

Section 1.

A. Vacation leave for full-time employees in the bargaining unit is as follows:

Years of Service in Active Pay Completed With the County	Weeks of Vacation	Hours	Hours Accrued for Each 80 Hours in Active Pay Status
Less than 1 year	None	None	None
1 year to 7 years	2 weeks	80 hours	3.1 hours
7 years to 14 years	3 weeks	120 hours	4.6 hours
14 years to 22 years	4 weeks	160 hours	6.2 hours
22 years to 26 years	5 weeks	200 hours	7.7 hours
26 years and up	6 weeks	240 hours	9.3 hours

B. On the 6th, 14th, and 20th anniversary of employment, an employee is credited with one (1) additional week of vacation. Vacation begins to accrue at the higher rate after the 7th, 14th, 22nd, and 26th anniversary dates.

C. Each full time employee after completion of one (1) year of service with the County shall have earned and will be due upon the completion of his anniversary date of hire eighty hours (80) hours of vacation leave with pay. Thereafter, vacation time will be accrued each year on the anniversary of the employee's start date, as set forth in the table above.

D. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods, two thousand eighty (2,080) active hours. Vacation hours shall be included in the first pay day upon the completion of the anniversary date of hire and annually thereafter within the proper scale of years.

Section 2.

A. Days specified as holidays under this Agreement shall not be charged to an employee's vacation leave. Vacation leave may be carried over into the next year if the employee chooses; however, it shall not carry over more than three (3) years. A cash payment shall be issued to an employee who has accrued vacation leave of more than two (2) years. An employee may request a cash payment, in writing, of his accrued vacation leave, up to forty (40) hours annually.

B. All vacation time shall be taken in increments of fifteen (15) minutes with advance notice of no less than one (1) day. Advance notice will be waived in cases of an emergency. If an employee is on vacation leave and becomes ill or subject to family illness, the vacation may be canceled and converted to sick leave. Employees may use vacation leave increments in amounts of their choice.

C. Vacation leave shall be granted by the Administrator to the employee based on first come, first served basis within their unit. If two (2) or more requests are submitted for the same vacation time, the first request handed in to the Administrator shall be granted. Tie breakers can be determined by the last three (3) highest digits of the employee's social security number.

D. Denials for vacation time from the Administrator to the employee must be in writing and state the reason. Vacation requests shall not be unreasonably denied and shall be subject to the grievance procedure or expedited arbitration.

E. Upon separation of employment from the County, an employee with a minimum of one (1) year of service shall be paid at his current rate of pay for all accrued vacation leave to his/her credit at the time of separation up to three (3) years.

F. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to the employee's estate.

ARTICLE 21
PERSONAL LEAVE

Section 1.

A. Full time employees shall be credited with thirty-two (32) hours of paid personal leave to be usable starting the first pay day of January annually. Personal leave may be used in fifteen (15) minute increments.

B. New employees who have completed their probationary period shall receive personal leave granted on the basis of one (1) day for each remaining quarter of the year. This does not apply to lateral moves probation periods.

C. Quarters of the year are defined as: 1st quarter - January through March; 2nd quarter - April through June; 3rd quarter - July through September; 4th quarter - October through December.

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

Section 2. Employees shall elect one of the following options with respect to any unused balance of personal leave once a year, in writing to the Human Resource Department. Allow at least two (2) pay periods for reimbursement.

A. Carry forward the balance to the following year, unless Section 2B is requested in writing.

B. Receive a cash benefit equal to one (1) hour of the employee's base rate of pay for every hour of unused credit that is converted.

C. Upon separation from the County, an employee shall be paid his current hourly rate of pay for all unused personal leave.

ARTICLE 22
BEREAVEMENT LEAVE

Section 1.

A. In the event of a death in an employee's immediate family, the employee shall be entitled to bereavement leave with pay. Employees shall be entitled to bereavement leave of five (5) days with pay in the event of the death of a member of the employee's immediate' family, or loss of pregnancy or miscarriage of a viable fetus of the employee.

B Immediate family is defined as current husband, wife, co-domiciled partner, mother, father, child, step-child, grandchild, adopted child, sister, brother, grandparent, grandparent-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or stepparent, or a relative by blood or marriage who resides in the employee's home, or a legal guardian or person who stands in place of a parent.

C. In the event of a death of the employee's current brother-in-law, sister-in-law, daughter-in-law, or son-in-law, employees shall be entitled to bereavement leave of three (3) days with pay.

Section 2. In order to receive benefits under this Agreement, the employee may be asked to provide the County with a copy of the obituary notice or death certificate.

ARTICLE 23
SICK LEAVE

Section 1.

A. Each employee shall be entitled for each completed eighty (80) hours of service, regardless of whether the hours worked are regular or overtime hours, to sick leave of four and six tenths (4.6) hours with pay. Unused sick leave shall be cumulative without limit.

B. Employees may use sick leave, upon approval of the Administrator, for absences due to personal illness and/or surgery, doctor, dental, or vision examinations, pregnancy, miscarriage, or any factors relating to pregnancy, injury, or exposure to a contagious disease which could be communicated to other employees, or other medical reasons.

C. Employees may use sick leave for illness, injury, surgery, doctor, dental, or vision examinations, or death for a member of the employee's immediate family. Immediate family for purposes of the use of sick leave shall be defined as an employee's spouse, mother, father, step parent, child, grand parent, brother, sister, grandchild, mother-in-law, father-in-law, or other person for whom the employee is the legal guardian or stands in place of a parent (in loco parentis), e.g., stepchild.

D. The previously accumulated sick leave of an employee who has been separated from public service may be placed to his credit upon re-employment in the public service provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

E. An employee upon retirement with the County shall be paid twenty-five percent (25%) of his sick leave that was accumulated while employed by Mahoning County up to two hundred forty (240) hours.

F. After four (4) or more consecutive days of absence, an employee shall furnish a written physician's report to his immediate administrator, stating the employee was under the care of a physician, to be eligible for sick leave.

G. A.W.O.L. – Absent Without Leave Instructional Memo shall not be used as pre-discipline and/or discipline.

Section 2.

A. An employee who is unable to report to work shall call off to the designated number (call off line). It is understood that some departments or immediate managers may require a phone call to them as well, to insure department coverage. Employees at other locations may call off to the designated person assigned in that building. For employees located in another building, the Human Resource Department shall list the absent employees and send via E-mail to the contact person handling the call off line at the CSEA. Notification

of the employee's absence shall be no later than the first thirty (30) minutes of the employee's start time.

B. If the employee is on extended sick leave or recuperating from surgery, he is not required to call each day, provided he has made an initial call to his administrator about these circumstances. The employee will provide a doctor's release to return to active duty upon returning to work.

C. Sick time may be used in fifteen (15) minute increments, except for the first hour of the day. If an employee is to arrive late, he must specify when he will arrive. If an employee is not able to report at the adjusted time, he will be charged additional time off. To report that he is unable to arrive at the adjusted time, the employee must call the Call Off Line again.

D. The Employer agrees to award a Personal Leave incentive of two (2) personal leave hours to employees for non-use of sick leave per quarter. Further, employees with non-use of sick leave for four (4) consecutive quarters shall be awarded four (4) additional hours of personal leave hours. Sick leave due to bereavement does not affect this incentive program.

E. Quarters of the year defined as: 1st quarter - January through March; 2nd quarter - April through June; 3rd quarter - July through September; 4th quarter - October through December.

Section 3. Sick Leave Donation. Employees may donate sick leave to a fellow employee in this bargaining unit or the Supervisors Bargaining Unit who is otherwise eligible to accrue and use sick leave. The intent of the Leave Donation Program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an illness, injury or other condition covered by the Family Medical Leave Act.

A. An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave meets the following criteria:

1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act;

2. Has no accrued sick, personal, vacation, or compensatory time;

3. Has successfully completed his/her probationary period;

4. Has made the request for Leave Donation prior to him or her returning from sick leave.

B. Employees may donate leave if employee donating meets the following criteria:

1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;

2. Donates a minimum of eight (8) hours; and

3. Retains at least one hundred twenty (120) hours of sick time. Leave shall be donated in the same manner in which it would otherwise be used.

C. The Leave Donation Program shall be administered by the Union, with notification of usage to the Employer, on a pay-period-by-pay-period basis. Employees using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit.

D. Employees who wish to donate sick leave shall certify:

1. The name of the employee for whom the donated leave is intended; and

2. The type of leave and number of hours to be donated; and

3. That the employee will have a minimum sick leave balance of at least one hundred twenty (120) hours; and

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

E. The Employer shall ensure that no employees are forced to donate leave.

The Employer shall respect an employee's right to privacy. However, the Director may, with the signed permission of the employee who is in need of leave, inform employees of the co-worker's critical need for leave. The Employer shall not directly solicit leave donations from employees; the donation of leave shall occur on a strictly voluntary basis.

ARTICLE 24
F.M.L.A.

Family Medical Leave will be granted in compliance with the Family Medical Leave Act. An employee on an approved unpaid Family Medical Leave will retain health benefits but remains responsible for his portion of those benefits.

When an employee is taking leave to which he is entitled under the provisions of the Family Medical Leave Act (F.M.L.A.), the employee shall not be required by the Employer to substitute any paid leave earned under this Agreement for unpaid leave without his consent.

ARTICLE 25
SUBSTANCE ABUSE/TESTING AND ASSISTANCE

Section 1. Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the inappropriate use of drugs or improper use of alcohol. The employee will be given a written statement documenting the specific objective facts leading to reasonable suspicion. The employee will be given an opportunity to read and understand the reasons for requiring a test and will have the opportunity to respond and/or provide a written statement. The employee may be accompanied by a Union Steward during such an explanation. Drug and/or alcohol screening/testing shall be conducted solely for administrative purposes, and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party, other than the Union. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results.

Section 2. All drug and alcohol screening-tests shall be conducted by medical laboratories licensed and certified by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 3. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. The employee will lose no straight time pay during the drug testing procedure. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometer method which shall be administered by the medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. The test shall be given the same evidentiary value as the two (2) previous tests.

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

Section 4. Upon findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an Employee Assistance Program or detoxification program at the employee's expense, as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, or refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action, including termination. An employee who participates in a rehabilitation or detoxification

program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a Family and Medical Leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the sole discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that they be required to take a Family and Medical Leave of absence without pay for a period not to exceed ninety (90) days.

Section 5. If the employee refuses to undergo rehabilitation or detoxification, or if the employee fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action, including termination; however, each case shall be addressed on its own merits. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than six (6) times per year except that drug tests may be performed at any time upon "reasonable" suspicion of drug use.

Section 6. No drug testing shall be conducted without the authorization of the Director or designee. If the Director so orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, including termination. Records of drug and alcohol testing shall be kept in the office of the Human Resource Manager and shall be kept confidential except as provided by the Ohio Public Records laws; however, test results and records may be used in future disciplinary actions as set forth in this article.

Section 7. The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 8. Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to termination. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of one (1) year.

ARTICLE 26
EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)

Section 1. The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers. Employees will not be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee refuses treatment to participate in and complete a treatment program approved by the Employer, or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

Section 2. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 3. This article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 27
HEALTH CARE

Section 1. The Employer shall pay twenty-six dollars ($26.00) per month per employee to the Ohio AFSCME Care Plan for the Dental II coverage. The Employer shall pay fifty cents ($.50) per month for the hearing plan.

Section 2. Bargaining unit members may opt out from the hospitalization plan at a rate of one hundred dollars ($100.00) per month, minus taxes paid on twenty-six (26) pays.

Section 3. **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.

Section 4. **Hospitalization Coverage**. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as RC. 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 provisions 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 County Commissioners.

Eligible employees may elect single or family coverage, as may be applicable. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 5. The co-pay contribution shall be deducted on a semi-monthly pre-tax basis. The pre-tax deduction will be implemented across the board in accordance with the County's 125 Flex Plan. When offered to all County employees, a flexible spending IRS Section 125 program shall be offered to this bargaining unit.

ARTICLE 28
LIFE INSURANCE

The County shall provide and maintain in full force and effect, by payment of the necessary premium, life insurance, accidental death and disability insurance in an amount not less than thirty thousand dollars ($30,000.00) for each employee. If the coverage for life insurance is increased by the Board of County Commissioners during the tern of this Agreement, then the increased coverage shall automatically be granted to employees covered by this Agreement. The Union agrees that upon an agreement of all other Unions having contracts with the County, it will meet with the County to discuss options should there be a drastic change in current levels of life insurance premiums.

ARTICLE 29
MILITARY LEAVE

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

ARTICLE 30
DIRECT DEPOSIT

If the Auditor determines to offer direct deposit to all other employees, this bargaining unit will be entitled to the same program.

ARTICLE 31
POLICIES AND PROCEDURES

Section 1. All policies and procedures shall be reduced to writing and all affected bargaining unit members shall have access to them for the duration of their effectiveness. The Union shall be notified of all new policies and procedures or changes to existing policies and procedures at least seven (7) working days prior to going into effect. Management shall meet with the supervisors to discuss the proposed changes. The Union may request a special labor-management meeting for the purpose of discussing policies and procedures with management.

Section 2. The reasonableness of policies and procedures shall be subject to the grievance procedure.

Section 3. No, policy or procedure shall be in conflict with this Agreement or any federal or state statute.

ARTICLE 32
PERSONNEL FILES

Each employee of the bargaining unit shall have access to his personnel file upon reasonable notice. Such requests will be made in writing to the Human Resource Department, and the Human Resource Department shall make its best efforts to make the file available to the

employee within one (1) day. Employees shall be entitled to copy all material contained within their personnel files.

ARTICLE 33
CORRECTIVE ACTION PROCEDURE

Section 1. Employee Rights.

A. The Employer agrees that all disciplinary actions against any bargaining unit employee shall be carried out in a private and businesslike manner. An employee's name or title that is involved in a disciplinary action shall not have the name or title appear on the public meeting agenda of the County Commissioners meetings.

B. A Union representative shall be present in any and all meetings with bargaining unit employees that are involved in discipline or meetings that can lead to discipline.

C. No recording device or stenographic or other record shall be used during investigatory discipline or grievance procedures. It is understood that the Union and management may take notes for clarification of facts.

D. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages, or working conditions as the result of the exercise of rights under this procedure.

E. An employee may resign following the service of a Notice of Pre-disciplinary Conference. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

Section 2. Disciplinary Action.

A. Discipline shall be imposed only for just cause. Discipline shall be progressive and corrective in nature and uniformly applied. The specific acts for which discipline is being imposed and the penalty to be imposed shall be specified in the Notice of Discipline.

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

B. Forms of disciplinary action are:

1. Documented verbal warnings

2. Written reprimand.

3. Suspension without pay or suspension of record (i.e., paper suspension).

a. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension for a suspension without pay. Record of suspension will be maintained.

b. An employee who is given a suspension of record shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The suspension of record shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

4. Demotion.

5. Discharge.

C. All discipline shall be in writing and served on the employee personally or by certified mail, return receipt requested.

D. Any disciplinary action resulting in a suspension with or without pay, a demotion, or a removal from service of a non-probationary employee shall not be implemented until either:

1. The matter is settled.
2. The employee fails to file a grievance within the time frame provided by this procedure.
3. The penalty is upheld at Step 3 of the grievance procedure, or there is a final response from the pre-disciplinary hearing.

E. Where the appointing authority seeks as a penalty the imposition of a suspension with or without pay, a demotion, or a removal from service, the Notice of Discipline served on the employee shall be accompanied by a written statement that:

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

2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step.

3. The employee is entitled to representation by a Union representative at every step of the proceeding.

Section 3. Pre-disciplinary Conference.

A. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a pre-disciplinary conference will be scheduled to provide the employee with the opportunity to respond to the charges. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. The notice served on the employee shall contain a reference to dates, time, and places, if possible. This notification shall also include the time and place of a pre-disciplinary conference, to be held within three (3) days of the notice. Postponement due to availability of a union business agent shall not be unreasonably denied, but in no event shall the postponement extend more than eleven (11) days from the original scheduled date.

B The employee may be accompanied by a Union steward or officer during the pre-disciplinary conference. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary conference as an observer only. The employee shall have an opportunity in this conference to respond orally to the charges or have the Union Representative respond on his behalf. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this agreement.

C. The employee may waive his right to a pre-disciplinary conference, but any such waiver must be in writing.

Section 4.

A. An employee may be suspended with pay at any time during the process if the Appointing Authority, or designee, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations.

B. Records of disciplinary suspension and/or removal or demotion shall not have any force and effect for purposes of determining and establishing disciplinary action after twelve (12) months from the effective date of such suspension and/or action, provided there is no intervening related disciplinary action of a like kind during that period. At the end of the twelve (12) month period, if there have been no further instances of the same or a related offense, the action will become inactive.

Section 5. The following administrative procedures shall apply to disciplinary actions:

A. The Employer, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time.

B. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance. Disciplinary actions involving a

suspension, demotion or discharge shall be brought at Step 3 of the Grievance Procedure within five (5) working days from the receipt of the Notice of Discipline. Disciplinary actions not involving a suspension, demotion, or discharge may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

C. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union and employee shall be notified of all settlements. Settlements arrived at by the parties shall be non-precedent setting.

Section 6. The parties covered by this agreement shall not retain rights to appeal any form of disciplinary action (e.g., suspension, demotion, or discharge) to the State Personnel Board of Review.

Section 7. An employee may be placed on administrative leave with pay at any time during the process if the Employer at its sole discretion, determines the employee's continued presence on the job represents potential danger to persons or property, or would interfere with the Employer's operations.

Section 8. Records of disciplinary suspension and/or removal or demotion shall not have any force and effect for purposes of determining and establishing disciplinary action after twelve (12) months from the effective date of such suspension and/or action, provided there is no intervening related disciplinary action of a like kind during that period. At the end of the twelve (12) month period, if there have been no further instances of the same or a related offense, the action will become inactive.

ARTICLE 34
GRIEVANCE PROCEDURE

Section 1.

A. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a Union Steward at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

B. A "grievance" shall be defined as an allegation by a bargaining unit employee that there has been a violation, misapplication, or misinterpretation of the specific and express written provisions of this Agreement.

C. All grievances shall be processed initially at the informal (lowest level) of remedy available, and must be processed at the proper step in the progression in order to be

considered at the subsequent step. Nothing herein shall prohibit a grievance from being filed at Step 2 if the Immediate Administrator is unable to respond to that particular grievance or if the grievance affects the entire bargaining unit. Grievances concerning suspensions, demotions, or terminations shall be appealed directly to Step 2 of the grievance procedure.

D. The employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.

E. Any written grievance not answered by the Employer within the stipulated time limits shall be considered denied and may be processed by the Union to the next step of the grievance procedure. It is also understood that any grievance not pursued within the time limits provided herein shall be considered resolved based on the Employer's last answer. All time limits on grievances may be waived in writing, by mutual agreement of the parties.

F. In order for a grievance to receive consideration, the grievance must be presented within five (5) full working days of the incident giving rise to the grievance or within five (5) working days of the grievant or Union reasonably having knowledge of the incident.

G. Copies of all written responses from management shall be furnished to the Chief Steward and the Business Agent.

Section 2. The following steps should be followed in the processing of a grievance:

Step 1: **Administrator**. A grievance must be processed through an oral discussion between the grievant and his/her immediate administrator or appropriate administrator. The immediate administrator or appropriate administrator shall informally meet with the grievant within five (5) working days. The Step 1 informal grievance process does not require a written grievance at this level, unless the Union chooses to submit a written one. The grievant shall be permitted a Union representative. The administrator or appropriate administrator shall provide the grievant and the Union with a written answer within five (5) working days of the hearing.

Step 2: **Director**. If the grievance is not satisfactorily resolved within five (5) working days of the meeting in the first step, the grievance shall be reduced to writing and filed with the Director within five (5) working days. Upon receipt of the grievance, the Director or designee shall hold a grievance hearing within five (5) working days. The grievant and the Union representative shall be present at the hearing. The Director or designee shall provide the grievant and the Union with a written answer within five (5) working days of the hearing.

Step 3: **Board of Commissioners/Designee**. If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the grievance to the Board of

Commissioners/designee within ten (10) working days. The Board of Commissioners/designee shall hold a grievance hearing within five (5) working days after being notified of the appeal. The grievant and up to four (4) Union representatives including the Business Agent may be present at the hearing. The Board of Commissioners/designee shall give its answer in writing to the Union and the grievant within ten (10) working days of the hearing. Policy or disciplinary grievances shall be directly appealed to this step.

Step 4: **Appeal to Arbitration**. 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 ten (10) work days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration and notify the Director. Within fifteen (15) work days from the notice of intent to arbitrate, the Union shall request a list of arbitrators from the Federal Mediation & Conciliation Service (FMCS). Upon receipt of the list, the arbitrator shall be selected using the alternate strike method.

Section 3. Arbitration.

A. 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 that itself is contrary to law or violates any of the terms and conditions of this Agreement.

B. 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.

C. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split equally between the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

D. 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.

ARTICLE 35
EDUCATION PROGRAM

Section 1. The Employer recognizes the benefits in offering career training and retraining for all employees in the bargaining unit, to include graduate and undergraduate courses. Career training shall be provided for any full-time bargaining unit employee who is accepted at Youngstown State University (or other participating college or university) under the guidelines of the TOPS Plus Program. New hires in an existing job related program at the above colleges shall be allowed to continue their education.

Section 2. The Employer will reimburse employees for tuition and textbooks for pre-approved courses.

Section 3. **Continuing Legal Education**.

A. The Employer shall pay for a minimum of twenty-four (24) credit hours of Continuing Legal Education (CLE) for all attorneys per each attorney's two (2) year reporting period pursuant to Supreme Court requirements for maintaining a license to practice law. Of the minimum credit hours of CLE, the attorneys shall be able to select continuing education courses totaling at least twelve (12) credit hours of their own election. If the legislature increases the minimum, the Employer will pay for the new minimum. Attorneys will endeavor to schedule at least six (6) to ten (10) hours per year as much as possible.

B. Costs for education in addition to the required twenty-four (24) hours and travel and other expenses will be reimbursed for any courses which are related to the work of the agency if approved by the Director or designee.

C. Hours spent in Continuing Legal Education will be considered regular working hours.

Section 4. **Licensure and Bar Association Expenses**.

A. The Employer shall pay state licensure registration fees for all attorneys.

B. The Employer shall pay the local bar association dues for all attorneys.

ARTICLE 36
TRAVEL

Section 1. **Mileage and Travel**. An employee required to use his automobile in the performance of his duties shall be reimbursed for all such actual mileage at the current federal reimbursement rate. An employee must have insurance pursuant to the Financial Responsibility Act, O.R.C. Chapter 4509 in order to receive reimbursement.

Section 2. **Lodging and Meals**.

A. An employee with prior authorization from the Director or designee to travel out of Mahoning County shall be reimbursed at the prevailing rate for overnight lodgings for the facilities at or near the site of the conference, meeting, or training. Where overnight stay is authorized, receipts must be furnished. Meals will be reimbursed to cover breakfast, lunch, and dinner. Parking and turnpike fees are covered expenses. Alcoholic beverages are not reimbursable. One (1) personal five (5) minute phone call will be permitted each day of stay. Receipts must be furnished for proper reimbursement. Where possible, the expenses for lodging and registration will be direct billed by the County.

B. Employees are reimbursed at the prevailing rate of state reimbursement under the same terms and conditions as the state. Traveling after midnight up to 8 a.m. Currently,

Breakfast, $9.00, Traveling after 8 a.m. up to 6 p.m., Lunch, $12.00, Traveling after 6 p.m. up to midnight, Dinner, $19.00. If other County departments increase these expenses, then we shall automatically receive increased amounts. Receipts ARE NOT required for meals, however, receipts for all other expenses shall be submitted for reimbursement. Travel out of state or to a larger city may be at a higher rate. Requests for the higher rate must be submitted prior to travel.

Section 3. Reimbursement. All receipts which are submitted by employees for reimbursement from the County shall be submitted by the Employer to the Auditor's Office within seventy-two (72) working hours after submission by the employees.

ARTICLE 37
LABOR-MANAGEMENT COMMITTEE

Section 1. Labor Management Meetings. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Director and/or his designee(s) shall meet with not more than four (4) employee representatives of the Union and the business representative to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

Section 2. Meeting Agendas and Purpose. Agendas will be exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this agreement;

B. Notify the Union of proposed changes to be made which effect bargaining unit members;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

F. Give the Union representative the opportunity to share the views of their members on topics of interest to both parties;

G. Consider and discuss employee health and safety concerns; and

H. Discuss other matters of interest to sound labor/management relations, when mutually agreed to by the parties.

Section 3. Special Meetings. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 38
INCLEMENT WEATHER

Section 1. Employees shall be compensated for the number of hours for which they are scheduled to work during a weather emergency declared by either the Governor of the State of Ohio or the Board of Mahoning County Commissioners. Employees not scheduled to work because of scheduled days off will be charged for the leave regardless of the declared emergency.

Section 2. If a local weather advisory is issued by the Board of County Commissioners, i.e., a two (2) hour delay, the employees shall be granted a two (2) hour delay time of their scheduled start time, without loss of pay. It is understood that any time after the two (2) hour delay process the employee may use his own vacation or personal leave time, or time without pay.

ARTICLE 39
SUCCESSORS AND ASSIGNS

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

ARTICLE 40
SEVERABILITY

Section 1. It is the intent of the Employer and the Union that this Agreement comply, in every respect, with applicable laws. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect.

Section 2. In the event that a provision is determined to be unlawful, the Employer and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. The meeting cannot be used for any purpose other than negotiating on the unlawful section or clause.

ARTICLE 41
MODIFICATION

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

ARTICLE 42
JURISDICTION

Section 1. It is hereby agreed that the jurisdiction of the Union is as follows:

No person except members of the Union shall be allowed to perform the bargaining unit work unless such person has been newly hired for a bargaining unit position and has not been employed thirty-one (31) calendar days or more. It is hereby agreed that the work is intended to include all work now being performed by members of the Union for the Employer as being in the Union's jurisdiction as established by past practice. Administrators may continue to perform bargaining unit work during absences of two (2) weeks or less, or as a result of a vacancy.

Section 2. It is the intent hereof that all work heretofore and traditionally performed by employees covered hereunder shall continue to be performed by employee members of the Union. This intent shall prevail regardless of any change to either methods or procedures of doing the work, and/or assignment of new personnel to do one (1) or more of several duties in a changed manner, which duty or duties composed all or part of a job, duty, or classification series performed by such Union members as so defined.

ARTICLE 43
NEW METHODS

It is understood that the employees in the following positions shall be offered any equivalent position and equivalent rate of pay, as a result of the introduction of new methods or mandates, pursuant to state or federal laws, affecting the operations of the Employer, or merger, consolidation, abolishment of positions, or partnerships with other County agencies, which may result in the deletion of their position for any reason.

List of Current Positions:
Staff Attorneys

ARTICLE 44
HEALTH & SAFETY

Section 1.

A. It is understood that should there be any moving or shifting of personnel to a new work site that is separate and apart from the main CSEA facility, that all efforts will be made to ensure the personal safety and security of members and their property.

B. It is agreed that any changes to the level of security present at the new work site shall be reviewed by the Health and Safety Committee of the Agency. It is further agreed that those recommendations from that Committee shall be submitted to the Union for discussion at a Labor-Management meeting. The Union shall be notified of Health and

Safety Committee meetings with management so that at least one member may attend the meetings.

C. Any incidents that do occur shall be logged, reported to the Director or other authorized designee, and followed up on to ensure that the same type of incident does not recur if preventable. Any corrective measures instituted by the Employer shall be reported to the Union.

ARTICLE 45
JURY DUTY

Section 1. The Employer shall grant jury/court leave, with full pay, to any employee who is subpoenaed for jury duty or court duty by the United States, the State of Ohio, or a political subdivision, or if the employee is subpoenaed to court and required to testify as part of their work duties, or as a victim of a crime, or as a witness to a crime.

Section 2. Any compensation received from the court must be submitted to the Employer for proper accounting and reimbursement.

Section 3. Court appearances for personal litigation will be personal paid time off, either vacation, personal, or compensatory time.

ARTICLE 46
PARKING

Section 1. One (1) parking space by the Courthouse will be provided to this bargaining unit for court dates and/or Agency business. These spaces are for in and out use by the Agency and not to be used as daily parking. If a bargaining unit member uses this space not as intended, he will lose his privileges for one (1) year and will be billed for the parking charges for the day(s) in question.

Section 2. The Employer shall provide a parking pass to each member of the bargaining unit.

ARTICLE 47
WAGES

Section 1. Wage rates for the duration of the agreement are set forth in the table in Section 3.

The employees shall be responsible for the full 100% of the employee portion of the OPERS contribution each pay period. The employees' wage rates will be adjusted to accommodate this change and are reflected in the table in Section 3.

All current employees who are members of Teamsters Local 377 after both parties approve the agreement in 2015 shall receive a one-time, lump sum payment in the

amount of $500.00 payable as soon as practicable in 2015. The lump sum will be subject to normal payroll deductions.

All current employees who are members of Teamsters Local 377 on January 1, 2016 shall receive a one-time, lump sum payment in the amount of $750.00 payable in January, 2016. The lump sum will be subject to normal payroll deductions.

All current employees who are members of Teamsters Local 377 on January 1, 2017 shall receive a one-time, lump sum payment in the amount of $750.00 payable in January, 2017. The lump sum will be subject to normal payroll deductions.

Section 2. **Definitions**. STEP RATE is the specific current value within the pay range to which the employee is assigned. BASE RATE is the employee's current step rate plus longevity adjustment. REGULAR RATE is the current base rate, including longevity, plus all applicable supplements.

Section 3. **Step Increases**.

A. The parties adopt the Teamsters step salary plan, which is set forth below.

B. Effective July 1 of each year of the collective bargaining agreement the bargaining unit members shall move one (1) step to the right of Pay Range I, on the adopted Teamster salary plan. Annually, step increases shall be paid effective at the beginning of the pay period. Step adjustments shall become part of the employee's current regular total base salary and be subject to any annual increases.

C. Employees promoted to a higher position shall be placed at the step of the new pay range that guarantees a minimum four percent (4%) increase. Future steps upon promotion shall occur at the beginning of the pay period in which the parties agree upon. Longevity will not be lost as a result of a promotion or lateral move.

Teamsters 377

PR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	14.18	14.75	15.33	15.95	16.58	17.25	17.94	18.66	19.39	20.17
B	15.33	15.95	16.58	17.25	17.94	18.66	19.39	20.18	20.98	21.82
C	16.57	17.24	17.94	18.66	19.39	20.18	20.98	21.82	22.71	23.61
D	17.90	18.62	19.36	20.13	20.93	21.77	22.66	23.55	24.49	25.47
E	19.33	20.10	20.91	21.75	22.61	23.52	24.46	25.44	26.44	27.50
F	20.89	21.71	22.58	23.48	24.42	25.39	26.41	27.47	28.56	29.70
G	22.55	23.45	24.39	25.35	26.36	27.42	28.51	29.66	30.85	32.08
H	24.36	25.32	26.34	27.39	28.49	29.63	30.82	32.06	33.34	34.67
I	26.31	27.36	28.46	29.60	30.79	32.02	33.30	34.64	36.03	37.47
J	28.43	29.58	30.75	31.98	33.25	34.57	35.97	37.40	38.91	40.46
K	30.71	31.93	33.20	34.53	35.92	37.35	38.85	40.39	42.02	43.70
L	33.17	34.48	35.88	37.29	38.79	40.34	41.95	43.63	45.37	47.18
M	35.81	37.25	38.74	40.29	41.90	43.58	45.32	47.14	49.01	50.97

ARTICLE 48
LONGEVITY

Section 1.

A. Each employee with not less than ten (10) full years of service with the County shall be entitled to longevity. The longevity amounts shall be converted to the equivalent cents per hour added to the employee's total current base rate, effective on the anniversary date of hire with the County.

B. Effective on each employee's anniversary date thereafter, longevity amounts listed below to be paid at the beginning of the pay period in which the anniversary date falls. Longevity adjustments shall become part of the employee's current base rate and be subject to any annual increases.

Section 2. Amounts.

Upon Completion Of	Cents	Upon Completion Of	Cents
10 years	.19	21 years	.72
11 years	.24	22 years	.77
12 years	.29	23 years	.82
13 years	.34	24 years	.87
14 years	.38	25 years	.91
15 years	.43	26 years	.96
16 years	.48	27 years	$1.01
17 years	.53	28 years	$1.06
18 years	.58	29 years	$1.11
19 years	.63	30 years	$1.16
20 years	.67		

ARTICLE 49
INJURED ON DUTY POLICY

Section 1. When a bargaining unit employee is injured in course and scope of his employment and is disabled from his current position of employment for more than seven (7) 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 proscribed 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 2. There shall be no loss of benefits provided by the Employer or any applicable labor agreement during the IOD leave.

Section.2. To be eligible for injured on duty leave, the employee, when injured on duty, or if incapacitated his designee shall:

1. Submit a signed injury leave statement 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; and

3. Furnish the Employer with a signed Mahoning County Authorization(s) to Release medical information relevant to the Claim; and

4. Provide a medical certification from a physician on the list of Employer 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 3. The Employer 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 Employer at any time during the leave.

Section 4. Leave will be paid at the employee's current rate at the time of the injury for a period not to exceed ninety (90) days.

Section 5. 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 Employer 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 6. 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 7. If the employee is unable to return to work or unwilling to return to work, the Employer will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.

Section 8. 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 thirty (30) days. Any case that needs to extend beyond thirty (30) days, for up to two (2) additional weeks, will be reviewed by the Risk Manager and a decision in concert with the Department Head will be final. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions 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 thirty (30) days, the employee will be able to return to work without restrictions.

ARTICLE 50
TERMS OF AGREEMENT

A. This collective bargaining agreement is intended to cover the period of January 1, 2015, through December 31, 2017, and shall become effective upon its execution. It shall terminate on December 31, 2017.

B. In witness whereof, the parties have hereunto caused their signatures to be affixed this _____ day of _____.

SIGNATURE PAGE

For the Mahoning County Department
Of Jobs and Family Services, CSEA

David C. Ditzler

Anthony T. Traficanti

Carol Rimedio-Righetti

Robert E. Bush Jr.

Kevin M. Kralj

Karen D. U'Halie

For the International Brotherhood of
Teamsters, Local #377

Ralph (Sam) Cook

Richard Sandberg

Greggory A. Shadle

Lester M. Szabados

Barbara Holzschuh

Mary Beth Cook

LETTER OF UNDERSTANDING

The attached list represents the Employer'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 Employer.

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.

List of IOD Providers

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	Interna 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 PARMALEE 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
Opthalmology						
SEVACHKO, GERALD S MD	Physician (MD)	7422 SOUTHERN BLVD	YOUNGSTOWN	44512-5629	(330)758-3937	Opthamology
WILSON, KEITH A MD	Physician (MD)	10 DUTTON DR	YOUNGSTOWN	44502-1818	(330)746-7691	Opthamology
MARTUCCIO, JAMES V JR, M.D.	Physician (MD)	302 NILES CORTLAND RD NE	WARREN	44484	(330)395-2020	Opthamology
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						
CLINESS, 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	(330726-2965	
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, DOMINIC 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

Cardiolvascular						
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
Generaly 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	

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Teamsters Union Local No. 377,

Employee Organization,

and

Mahoning County Commissioners,

Employer.

Case Number: 97-REP-09-0252

CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE

Before Chairman Pohler, Vice Chairman Gillmor, and Board Member Mason: January 8, 1998.

Pursuant to Ohio Revised Code § 4117.07(C), the Board conducted a secret ballot election on December 4, 1997, for certain professional and nonprofessional employees of the Mahoning County Commissioners. Pursuant to Ohio Revised Code § 4117.06(D)(1), employees voted to determine whether a majority of professional employees and a majority of nonprofessional employees wish to be included in a single unit for collective bargaining.

The Board certifies that the results of the unit-determination election are: professional employees cast six (6) ballots, four (4) votes were for inclusion with nonprofessional employees in a single unit, and two (2) votes were for noninclusion with nonprofessional employees in a single unit.

Nonprofessional employees cast one (1) ballot, one (1) vote was for inclusion with professional employees in a single unit, and zero (0) votes were for noninclusion with professional employees in a single unit.

Accordingly, a combined unit of professional and nonprofessional employees is appropriate. The appropriate combined unit is:

Included: Staff Attorney, Administrative Hearing Officer, Administrative Assistant.

Excluded: Supervisory Attorney.

In the combined unit, the Board certifies that the results of the representation election are: seven (7) ballots were cast, seven (7) votes were for Teamsters Union Local No. 377, and zero (0) votes were for "no representative."

Teamsters Union Local No. 377 has received a majority of the votes cast and is certified as the exclusive representative of all employees in the combined unit.

Appendix A

It is so directed.

POHLER, Chairman; GILLMOR, Vice Chairman; and MASON, Board Member, concur.

Sue Pohler
SUE POHLER, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 15th day of January, 1998.

Sally L. Barailloux
SALLY L. BARAILLOUX
EXECUTIVE SECRETARY

JHE/mw/1-8b/#19

Board of Mahoning County Commissioners

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

County Commissioners

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

Clerk of the Board

Nancy Laboy

March 18, 2015

Mahoning County Job and Family Services
Oakhill Renaissance Center
345 Oakhill Avenue
Youngstown, OH 44502

Attention: Robert E. Bush, Jr.
Director

RE: Teamsters Local No. 377 Agreement – Child Support Enforcement Agency, Legal Unit
SERB 2014-MED-05-0810

Dear Mr. Bush:

This office was notified of a ratification vote taken by Teamsters Local No. 377 on February 5, 2015, approving a tentative contract ("Agreement") for the period January 1, 2015 through December 31, 2017. This Agreement is between the International Brotherhood of Teamsters Local No. 377, Legal Unit and the Mahoning County Department of Jobs and Family Services, Child Support Enforcement Agency, and the Board of Mahoning County Commissioners.

Thirty days have passed since the submission and no action has been taken by the Board of County Commissioners; therefore, pursuant to ORC 4117.10(B) the submission is deemed approved. If you have any questions regarding this correspondence please contact Karen U'Halie, Mahoning County Human Resources Director.

Respectfully,

Anthony Traficanti Mahoning County Commissioner President	Carol Rimedio-Righetti Mahoning County Commissioner Vice President	David Ditzler Mahoning County Commissioner

File