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AGREEMENT

BETWEEN

MAHONING COUNTY DOG WARDEN

AND

TEAMSTERS LOCAL UNION #377

EFFECTIVE: JULY 1, 2015 THROUGH JUNE 30, 2018

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ARTICLE 1. - PURPOSE

Section 1.1 This Agreement is made between the Mahoning County Dog Warden and the Mahoning County Commissioners, hereinafter referred to as the "Employer"; and Teamsters Local No. 377, hereinafter referred to as the "Union", for the purpose of fully setting forth all agreements reached on the subject of negotiations, as required by Section 4117.09 (A) of the Ohio Revised Code. This Agreement shall comply with all other applicable State and Federal laws.

Section 1.2 All adopted Articles in this contract, which include specific changes to any section of the Ohio Revised Codes inclusive of the Ohio Civil Service Law, are intended to supersede such laws.

ARTICLE 2. - RECOGNITION OF THE TEAMSTERS

Section 2.1 The Dog Warden agrees to recognize Teamsters Local 377 as having jurisdiction over and being the sole and exclusive bargaining agent for all full-time employees of the Dog Warden's Office, working in the classification that is listed in Section 2.3 hereof, for the purpose of establishing wages, hours of work, conditions of employment and handling grievances.

Section 2.2 All agreements entered between the Mahoning County Commissioners and the employees covered by this agreement shall be through duly authorized representatives of Teamsters Local No. 377. Any other agreement shall be of no effect.

Section 2.3 The classification of the Bargaining Unit is as follows:

a. Full-time Deputy Dog Warden and Assistant Warden, employed by the Mahoning County Dog Warden, Office Manager, Clerical and Clerical Assistant.
b. All other employees of the Mahoning County Dog Warden are excluded from the Bargaining Unit; Warden.

ARTICLE 3. - NON-DISCRIMINATION

Section 3.1 Neither the Employer, its agents, agencies, or officials, nor the Labor Union or its agents or officers will discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, disability, political affiliation or for the purpose of evading the spirit of this Agreement.

ARTICLE 4. - CONFORMITY TO LAW

Section 4.1 Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal law, all other provisions of the Agreement shall remain in full force and effect.

Section 4.2 Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet with thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

Section 4.3 This Agreement may not be amended during its terms except by mutual agreement, any negotiated changed to be effective and incorporated into this Agreement must be in writing and signed by the parties.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 5.1 The Union agrees that all of the function, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer.

Additionally, the Employer retains the right to:

A. To direct the work of employees;
B. To determine the mission of the Employer, and personnel methods, means, and procedures necessary to most efficiently fulfill that mission;
C. To suspend, discipline or discharge officers for just cause;
D. To take action as may be necessary to carry out the mission of the Employer;
E. To hire, promote and demote employees;
F. To recruit, select and determine the qualifications and characteristics of new hires;
G. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations; and
H. To train or retrain the employees appropriately.

ARTICLE 6 – UNION DUES/CHECK-OFF FEES

Section 6.1 Dues Deduction: The Employer agrees to deduct monthly dues and/or back dues amount, assessments and initiation fees as designated by the Union in writing. This is to include the uniformly required membership dues of the Union and the same as to authorized assessments of the Union. The deductions by the Employer are to be made on the authority of signed check-off cards. These cards are to be signed by each member. Employer will send Union dues to a Teamsters' Union within ten (10) days of the first pay of each month. It is agreed by the Employer that either within two (2) weeks or the next payday, whichever is later, after said card is submitted for deduction of payroll dues, that deduction for new members will be made.

Section 6.2 Fair Share Fees: In recognition of the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.04(C). During the life of this Agreement, the Employer shall deduct fair share/service fees levied by the by the Union no later than ten (10)

days following the end of the first pay period of each month. The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of this deduction. In the event an employee's pay is insufficient to cover the dues deduction, the Employer will make a double deduction from the next pay earned.

Section 6.3 Fair Share Fee Deduction Procedure: All covered employees in the bargaining unit who are not dues paying members sixty (60) days after the date of their hire shall pursuant to law pay a fair share fee to cover employee's prorated share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The fair share fee amount shall be certified to the Employers by the Treasurer of the local union, in writing.

The deduction of the fair share fee from the earnings of the covered employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee amount shall be made in accordance with the information, in writing, given to the Employer as to the amount designated to be paid by the employees who are subject to paying the fair share fee under this contract. All disputes concerning the amount of the fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure. The Union will notify all members of the bargaining unit of its internal rebate procedure. In doing this the employees will be advised of the procedure or procedures that provides for a rebate of expenditures that are used in support of partisan politics or ideological causes not germane to the work of the employee organization in its collective bargaining with the Township. The Employer will send a list of names for whom deductions are made with each payment. This list will designate which employees are fair share payers. This list shall include last known address and social security numbers of the names listed.

Section 6.4 Indemnification: The Union shall defend and indemnify the Employer against any and all claims and demands against it arising out of the fair share fee deduction and D.R.I.V.E. deduction procedures. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6.5 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to OHIO DRIVE. OHIO DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "**weeks worked**" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO DRIVE Headquarters on a monthly basis, in one check the total amount

deducted along with the name of each employed on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 7 – GRIEVANCES

Section 7.1 Definitions

A. A grievance is a dispute or controversy involving the meaning, interpretation or application of this Agreement. A grievance is solely interpretive of this Agreement and does not include any matter reserved to a public employer under ORC 4117.08.

B. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as possible.

C. Should the Administration fail to comply with the time limits herein, the member or the Council may proceed immediately to the next step. The time limits may be extended by mutual consent.

D. For purposes of this paragraph the date to be used for the running of any time limits shall be the date which the issue of the grievance becomes known or should reasonably have become known or that the action giving rise to the grievance took place.

E. Any reference to days in this Article shall be calendar days.

F. A grievance of the same nature, filed by two (2) or more grieved, shall be considered a class action grievance, and those members shall attach a list of names or the aggrieved parties to the grievance form filed by a member.

G. Any issue grieved shall require a statement of the remedy requested, and such remedy shall be considered as a means to resolve the complaint. The Union may amend the statement of remedy at any time prior to arbitration with notice to the Employer.

Section 7.2 The following procedure shall be utilized when a grievance is initiated by a member or the Union:

INFORMAL RESOLUTION. Within ten (10) calendar days of the event giving rise to the grievance, the employee shall meet with the Dog Warden and attempt to informally resolve the matter.

Step 1. If the matter cannot be resolved informally, the employee may, within ten (10) days of the informal meeting, file a written grievance on the prescribed form with the Dog Warden or his/her designee. The Dog Warden or his/her designee shall, within five (5) calendar days of receipt of the employee's grievance respond to the employee in writing.

Step 2. If the matter is not resolved in Step 1, the employee may appeal the grievance to the Board of Mahoning County Commissioners' designee by submitting a copy of the written

grievance to the Board of Mahoning County Commissioners' designee within ten (10) days of receipt of the response or the due date of the response. Within ten (10) calendar days of receipt of the appeal, the Board of Mahoning County Commissioners' designee shall meet with the grievant and the Union to attempt to resolve the matter. The Board of Mahoning County Commissioners' designee, within ten (10) calendar days of the meeting, shall provide a written response to the employee.

Step 3. If the grievance is not resolved at Step 2, the Union as the sole and exclusive representative and owner of the grievance may, within ten (10) calendar days of receipt of the written response from the Board of Mahoning County Commissioners' designee, certify to the Board of Mahoning County Commissioners' designee its decision to submit the grievance to arbitration.

Section 7.3 ARBITRATION

SELECTION OF AN ARBITRATOR. The parties shall first attempt to make a mutual selection of an Arbitrator. If a mutual selection is not made, the Union and the Employer shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for an Arbitrator who is a member of the National Academy of Arbitrators. FMCS will provide a list to the Board of Mahoning County Commissioners' designee and the Union. The parties will strike names from the list until one (1) remains, and the remaining name will be the Arbitrator.

HEARING TIME. The Arbitrator shall schedule a hearing within thirty (30) days from his/her notification of selection, or as soon thereafter as possible, to be held at a time and place convenient to the parties.

JURISDICTION. The Arbitrator shall be expressly limited to the meaning, interpretation or application of the provisions of this Agreement, and shall have no power to add to, detract for or alter in any way the provisions of this Agreement.

AWARD. In the event an Arbitrator finds on behalf of the member, he/she shall be limited to awarding those remedies which restore to the member the rights, privilege, leave or compensation which the member would otherwise have enjoyed had the Agreement been properly employed.

BINDING EFFECT. The finding of the Arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

ASSIGNMENT OF COSTS. All expense(s) involved in the arbitration proceedings shall be shared equally by the parties, except that any expense(s) involved in retaining counsel, the calling of witnesses, the obtaining of depositions, or similar expense(s) associated with such proceedings, shall be borne by the party at whose request such expense(s) arose.

DISCIPLINARY GRIEVANCE. Grievances related to discipline shall be filed at Step 2 of the procedure.

ARTICLE 8 – SICK LEAVE

Section 8.1 Bargaining unit employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours in active pay status. This includes those periods when an employee is using accumulated sick leave, holidays, vacation, compensatory time, or personal leave, but does not include time during a leave of absence or time in a no-pay status.

Section 8.2 Sick leave shall be charged in minimum unit of one (1) hour. Employees are charged for sick leave only for days when they would have otherwise been scheduled to work. Sick leave payment will not exceed the normal work day or work week earnings, or a maximum of eighty (80) hours per pay period.

Section 8.3 Sick leave may be granted upon proper application and approval by the Dog Warden or his/her designee, for the following reasons:

a. Illness of or injury to the employee or a member of the employee's immediate family. For purpose of this article, immediate family shall be defined as spouse, child, grandparents, a parent, mother-in-law, father-in-law, step child or a ward, or other person for whom the employee stands in "loco parentis".

b. Examinations of the employee, by a licensed medical provider, when such examination or examinations cannot be scheduled during non-working hours.

c. Periods when the employee or a member of the employee's immediate family as defined in 8.3 (a) hereof is afflicted with a contagious disease or requires care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at this job would jeopardize the health of others.

Section 8.4 When the use of sick leave is required to care for a member of the employee's immediate family, the Employer may require a physician's certificate to establish that the presence of the employee is necessary to care for the ill person.

Section 8.5 If medical attention is required, or if the employee is required by the other provisions of this Article to provide a medical statement, the employee shall, at the request of the Employer, furnish a statement from a licensed medical provider on his/her letterhead stating the employee is medically able to return to work and perform his/her regular duties. Falsification of a medical statement or falsification of a reason for using sick leave will be grounds for discipline.

Section 8.6 When an employee is absent from work and using sick leave for a period of more than three (3) consecutive work days, the employee shall, at the request of the Employer, be required to submit a statement from the treating physician.

Section 8.7 When an employee is unable to report to work and wishes to use sick leave, the employee shall personally notify his/her or other designated person as soon as possible, but not later than one-half (1/2) hour prior to the time that he/she is scheduled to work unless exigent

circumstances prohibit such notification. An employee shall be required to report off each day that sick leave is used. When an employee requests the use of sick leave for a lengthy absence due to an illness or injury the employee shall not be subject to a daily notification upon the submission of a medical statement advising the department of an approximate return date. If it appears that the employee is unable to return on the scheduled date, the employee shall provide the Employer with a physician's statement which established an alternate date of return.

Section 8.8 If an employee who has completed a minimum of eight (8) years of service with the Mahoning County Dog Warden, dies or retires from the department in good standing, the employee shall be entitled to receive payment in cash for twenty-five percent (25%) of the total accumulated but unused sick leave up to a maximum of two hundred forty (240) hours or thirty (30) days. Payment hereunder shall eliminate the accrued balance.

ARTICLE 9 – HOURS OF WORK

Section 9.1 The standard work week for full-time employees shall be forty (40) hours, exclusive of time allotted for meal periods consisting of eight (8) hours each day for five (5) consecutive days. The Employer reserves the right to establish work schedules and to limit the number of persons scheduled off work at any time. The Employer agrees that no schedule will contain split shifts.

A week shall be defined as seven (7) days beginning at 0001 Sunday morning, and ending at 2359.59 hours on Saturday night.

Section 9.2 Each bargaining employee who is subject to a change in his schedule shall be notified in writing of that fact not less than (14) days in advance of such changes; provided, however, that such a change may be made for emergency reasons with less than said notice. The right of the Warden to make an emergency change shall not be abused.

Section 9.3 Should an employee be unable to report for duty, the Dog Warden or his designee may deem such action an emergency and may schedule a bargaining unit member for the purpose of staffing the shift.

Section 9.4 Schedule changes made hereunder shall not be made solely for the purposes of avoiding overtime.

Section 9.5 The Employer reserves the right to adjust an employee's working hours for the purpose of providing a training opportunity with two (2) weeks written notice to the employee. Such a change is limited to adjusting either the start time or end time of the employee's shift no more than one (1) hour earlier or one (1) hour later.

Section 9.6 Each employee shall be granted, after request to their supervisor, a meal period of up to thirty (30) minutes during each regular work shift. Those employees required to remain on duty or on call during their meal period shall have the meal period considered part of their standard workday period. Except for a call requiring immediate action, the employee's meal period shall not be interrupted.

Section 9.7 Each employee shall be granted two (2) fifteen (15) minute rest breaks, without reduction in compensation, during each eight (8) hours of work as workload and time permits. Each rest break will be generally taken near the middle of their first four (4) hours and near the middle of their second four (4) hour period of duty, whenever practical. The rest breaks shall not be combined with each other or the meal period for purposes of increasing the meal period. Should the employee not take the rest breaks, either due to the workload or by personal choice, the employee will receive no additional compensation for the rest break time being missed.

Section 9.8 The employer has the right to determine overtime opportunities as needed. Employees shall be canvassed in seniority order (high to low) when the Employer determines to utilize overtime. When the opportunity is scheduled in advance all employees in the classification who normally perform the work shall be canvassed. In those situations in which the opportunity arises with short notice the Employer will make a reasonable effort to canvass all employees (on and off duty) who normally perform the work. When the Employer determines that an overtime opportunity is available and the work is a continuation of an employee's assignment the employee will perform that overtime and there will be no canvass for that opportunity. If the Employer cannot successfully staff an overtime opportunity through the canvass process the least senior employee in the classification which normally performs the work will be mandated for the assignment. If the operational situation is urgent the Employer will mandate the least senior employee on duty at the time. Failure to report and/or complete a mandated overtime assignment may result in disciplinary action.

Section 9.9 All employees shall be compensated for overtime work as follows:

1. Hours more than forty (40) in an active pay status in any calendar week shall be compensated at the rate of one and one-half (11/2) times the employee's total rate of pay for each hour of such time over forty (40) hours;

2. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay and includes but is not limited to, vacation leave and sick leave.

3. An employee may elect to accrue compensatory time off in lieu of cash overtime payment for the hours in an active pay status more than forty (40) hours worked in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum balance of accrued compensatory time shall not exceed eighty (80) hours and all hours that remain unscheduled or unpaid shall be paid out at the end of each calendar year. An employee shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option. Compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available. Upon termination of employment an employee shall be paid for unused compensatory time at the employee's current total rate.

ARTICLE 10 – TRAINING TIME

Section 10.1 When training is ordered by the Employer or his designee and attendance at such training requires that the employee attend outside of his/her regularly scheduled work week, the employee shall be compensated according to the overtime provisions of this contract when applicable. The Employer may adjust an employee's schedule to start no more than one (1) hour earlier or end no more than one (1) hour later to address training needs.

Section 10.2 All information of job related schools shall be posted on designated bulletin boards and available for review by all bargaining unit members. The name of the person or persons to contact for additional information on training shall also be posted in the same area.

Section 10.3 Members of the bargaining unit shall have equal opportunity to attend any training provided by the Employer.

Section 10.4 No overtime shall be paid for training not ordered by the Employer. No overtime shall be paid for time used in travel to and from training. Travel and per diem will be reimbursed according to County policy.

Section 10.5 Request for training at the employee's shall be approved or disapproved by the Employer within seven (7) days upon receipt of such request. Any request shall not be unreasonably denied.

Section 10.6 Request for training at the Employer's expense shall be approved or disapproved by the Employer within fourteen (14) days upon receipt of such request.

ARTICLE 11 - SENIORITY

Section 11.1 Seniority shall be defined as follows:

DEPARTMENTAL SENIORITY: Shall be from the date of hire as a full-time employee of the Mahoning County Dog Warden's Office.

Section 11.2 Time spent on sick leave, military leave, vacation leave, certified workers' compensation, injury on duty due to an on the job injury or illness, and other authorized paid leaves of absence shall not constitute a break in service, provided that the employee is properly reinstated.

Section 11.3 An employee's seniority shall be terminated when one or more of the following occur:

a.) Employee resigns;
b.) Employee is discharged for just cause;
c.) Employee is laid off for a period of time exceeding sixty (60) months;
d.) Employee retires;

e.) Employee fails to report for work for more than five (5) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by an appropriate authority;

f.) Employee becomes unable to perform his job duties and is unable to return to work upon the expiration of any leave applicable to him;

g.) Employee refuses to recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice;

h.) Employee is removed under an involuntary disability separation and returns to work before the expiration of said leave;

i.) Employee is approved by OPERS for a disability retirement and returns to work before the expiration of said leave.

Section 11.4 Employees who are reinstated within sixty (60) months of layoff shall not lose their seniority; however, seniority shall accrue for the time spent separate from service.

Section 11.5 If two (2) or more employees are hired, appointed or promoted on the same date with the same score, their relative seniority shall be determined by 1st classification, 2nd department, 3rd the largest number represented by the last three (3) digits in the Social Security number of the affected employee.

ARTICLE 12 - PROBATIONARY PERIOD

Section 12.1 All newly hired employees will be required to serve a probationary period of one hundred-twenty (120) calendar days. The Employer shall have the sole discretion to discipline or discharge an employee and any such action shall not be appealable through any grievance or appeal procedure contained in this agreement within the one hundred-twenty (120) calendar days. Termination or discipline of the aforementioned member shall require a letter explaining the cause of such action. This period may be extended by mutual agreement of the Union and the Employer.

If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 1, above.

ARTICLE13 - UNION RIGHTS

Section 13.1 The Union shall have the right to appoint in writing a Steward from the Union who shall be authorized to represent the Union in matters covered by this agreement.

Section 13.2 The Union will not solicit membership in the Union or distribute literature among employees during their work hours.

Section 13.3 The Employer recognizes the right of the Local Union to designate Job Stewards and alternates from the Employer's seniority list. The authority of Job Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities:

a.) The investigation and presentation of grievances with the County or the designated representative in accordance with the provisions of the collective bargaining agreement:

b.) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

1.) have been reduced to writing; or

2.) if not reduced to writing. Are of a routine nature and do not involve work stoppages, slowdowns, refusal to carry out assignments, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized Job Steward and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge. However, in the event the Job Steward or the designated alternate has led, instigated, or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement he/she may be singled out for more serious discipline, up to and including discharge. Steward and/or alternate stewards shall not be subject to discipline for performing any of the duties within the scope of their authority as defined in this Section, in the manner permitted by this Section.

Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

The Job Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the County property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward's engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward.

Where mutually agreed to by the Local Union and Employer, stewards may investigate off the property or other than during their regular schedule, without loss of time or pay. Stewards will be paid for time spent in meetings under this Article which occur during the steward's regular working hours. Stewards shall also be paid for time spent in grievance meetings which occur outside his or her working hours or on days off by mutual consent. Such time spent during the Job Steward's or the designated alternate's regular working hours shall be considered working

hours in computing overtime if within the regular schedule of the Job Steward or the designated alternate.

The Employer recognizes the employee's right to be given requested representation by a Steward, or the designated alternate, at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by another Steward, or the designated alternate, at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews.

In such cases, the meeting shall not be continued until the steward or alternate steward is present. If an employee does not wish to have a Union Steward in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union upon request.

If requested by the Local Union, the designated Stewards will be provided with copies of all warning, suspension and discharge letters. The Employer shall, upon written request, provide the Local Union or the steward designated by the Local Union, with documents/information that is reasonably related to the pending grievance.

Section 13.4 The Union shall be permitted to make a presentation to all newly hired bargaining unit employees as a part of the orientation process. Such presentation shall not exceed thirty (30) minutes in duration. The Employer will notify the Union of all newly hired employees in advance of the employees start date.

Section 13.5 The Employer shall provide release without pay to one (1) employee designated by the Union to attend the two (2) Union conferences/meetings with thirty (30) day notice from the Union to the Employer, or less if mutually agreed upon.

Section 13.6 The Employer will provide space for a bulletin board and provide the bulletin board for exclusive use by the Union. The bulletin board will be located in a conspicuous and mutually agreed upon location where it will be available to all employees. Any notices or literature posted do not have to be approved by the Employer prior to being posted. The Union agrees that no notices will be posted on the bulletin board that is not specific to official Union business.

ARTICLE 14 - DISCIPLINE AND DISCIPLINARY PROCEDURES

Section 14.1. A non-probationary employee who is suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with disciplinary procedure detailed in this Article. A copy shall be provided to the Union.

Section 14.2 Disciplinary action taken by the Employer shall only be for just cause, and shall normally be applied in a progressive manner according to the offense classification in the

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

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

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

Section 14.3 Any discipline resulting in a suspension or discharge of a non-probationary employee may only be appealed and processed in accordance with the disciplinary procedure detailed in this Article.

Section 14.4 This procedure shall only apply to non-probationary employees covered by this Agreement. Probationary employees may be terminated at any time without a hearing and without appeal.

Section 14.5 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is supplied a copy of the record at least thirty (30) work days prior to the date of arbitration. The cost of transcript will be borne by the party requesting the transcript.

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

D. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule, unless there is intervening discipline action of a similar nature.

Verbal Reprimand:	Nine (9) months
Written Reprimand:	Twelve (12) months
Suspension:	Twenty-four (24) months

Section 14.6 The following administrative procedures shall apply to discipline:

A. The Employer, the employee(s) involved and the Union are encourage to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee(s) for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before meeting that he/she is entitled to representation by the Union during the initial discussion.

B. If a mutually agreeable settlement is not reached at the informal meeting and the proposed discipline is a reprimand, the Employer may issue a Notice of Discipline for a reprimand (documented verbal or written) at the conclusion of the meeting.

C. If a mutually agreeable settlement is not reached at the informal meeting and the proposed discipline is a suspension without pay or removal, the Employer will prepare a formal Notice of Discipline within ten (10) working days.

D. If no informal meeting is held, the Employer may just prepare a Notice of Discipline.

E. Where the appointing authority seeks a suspension without pay or removal from service as a penalty, a Notice of Discipline shall be made in writing and served on the employee personally, electronically through email, or by regular U.S. mail with a copy to the Union. A copy will be provided to the Union. The Notice of Discipline shall include the following:

   i. The specific acts for which discipline is being imposed and references to dates, times, and places;
   ii. The proposed penalty;
   iii. The employee has a right to object by filing a grievance within ten (10) working days of receipt of the Notice of Discipline;
   iv. The grievance procedure provides for a hearing by an independent arbitrator as its final step; and
   v. The employee is entitled to Union representation at every step of the discipline process.

F. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or appeal by filing a grievance with the appointing authority at Step 3 of the grievance procedure. The appeal must be filed at Step 3 within ten (10) working days from receipt of the Notice of Discipline.

G. Discipline involving a suspension without pay or removal shall not be implemented until:

   i. The matter is settled; or

ii. The employee fails to file a grievance at Step 3 within the time frame provided by this procedure; or

iii. The penalty is upheld at Step 3 of the grievance procedure or there is a report issued from the pre-disciplinary hearing.

H. If a grievance is filed at Step 3, no penalty can be implemented, except as provided for in G. or K.

I. A failure to submit an appeal to Step 3 within the required time frame shall be construed as an agreement to the discipline by the employee and the Union. All subsequent appeal rights shall be deemed waived.

J. A discipline matter may be settled at any time. The terms of settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have Union representation. Regardless, the Union shall have a right to be present during settlement discussions. A settlement entered into by an employee or the Union on his behalf shall be final and binding on all parties. The Union shall be notified of all settlements.

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

L. The Union on behalf of all the employees covered by this Agreement and on its own behalf, waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspension, demotion, discharge) to any Civil Service Commission or the State Personnel Board of Review. The Union, on behalf of all the employees covered by this Agreement and its own behalf, agrees the grievance procedure in Article 7, which includes final and binding arbitration is the exclusive method for the filing and resolution of disciplinary appeals.

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

Section 14.7 Any employee under indictment related to the scope of employment, who is not disciplined or discharged by their Employer, shall be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued compensatory time or vacation during the unpaid leave of absence. An employee found guilty by a trial court, or who pleads guilty to any job-related offense (including misdemeanor offenses) shall be summarily discharged. An employee found innocent of all charges shall be paid for all lost straight time hours and shall have all accrued time used during the unpaid leave restored. During the unpaid leave, the employee shall have the right pay his own hospitalization and, if found innocent, shall be reimbursed for those costs.

Section 14.8 Pre-Disciplinary Conference.

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

Not less than five (5) working days prior to the scheduled date of the pre-disciplinary conference, the Employer shall provide the employee written notification of the date, time, and location of the conference. Upon request, the union shall be granted one five (5) day continuance. The notice shall be served on the employee personally, electronically through email, or by regular U.S. mail with a copy to the Union. The notification shall include specific reference as to the date, time and place of the incident(s) or event(s) that will be presented at the conference. The employee must choose to 1) appear at the conference and have a representative present an oral or written statement in his defense; 2) appear at the conference and have a representative present an oral or written statement in defense of the employee; or 3) elect in writing to waive the conference. Failure to elect and pursue one of these three options will deemed a waiver of the employee's right to the conference.

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

The employee will be permitted to confront and cross-examine the Employer's witnesses at the conference. A written report will be prepared by the hearing administrator concluding whether or not the allegations have been substantiated. The hearing administrator will use her/his best efforts to issue a report to the Employer within ten (10) calendar days of the date the record is closed for the conference. A copy of the hearing administrator's report will be provided to the employee and Union President within five (5) calendar days following its receipt by the Employer.

After receipt of the report, the Employer will decide what discipline, if any, is appropriate. The Employer may implement discipline following receipt of the report. If the Employer decides to implement discipline, it will be issued no later than thirty (30) days from the date the hearing administrator issues her/his report.

Section 14.9 Any employee under indictment related to the scope of employment, who is not disciplined or discharged by their Employer, shall be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation or compensatory time during the leave. An employee found guilty by a trial court, or who pleads guilty to any job-related offense (including misdemeanor offenses), shall be summarily discharged. An employee found innocent of all charges shall be paid for all lost straight time

hours and shall have all vacation or holiday time used restored to his credit. The employee shall have the right to pay his own hospitalization and in case of being found innocent, shall be reimbursed those costs.

ARTICLE 15 – LAYOFF AND RECALL

Section 15.1 Bargaining unit members may be laid off because of lack of work, lack of funds, reorganization, or abolishment of jobs or functions. All temporary, part-time, seasonal and intermittent employees in the department been shall be laid off or terminated before bargaining unit employees are laid off. No unpaid volunteers, contract employee, or any person not in the bargaining unit member classification shall work in place of bargaining unit employees while bargaining unit members are on layoff and eligible for recall. For purposes of this Section, "Job Abolishment" shall mean the permanent elimination of a position from the department.

Section 15.2 Before any employee is given notice of layoff; the Employer will notify the Union twenty-four (24) calendar days before notice of layoff. The Employer will make itself available to meet with the Union for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoff.

Section 15.3 Employees within affected job titles shall be laid off according to their relative seniority with the least senior employee being laid off first, providing that all probationary employees within the affected job title(s) in the department are laid off first. Laid off employees shall be notified at least fourteen (14) days prior to the effective date of the layoff by certified letter. The Union shall be given copies of all layoff notices.

Section 15.4 All employees in the affected classification in the affected department shall be offered a voluntary layoff before employees are laid off involuntarily. Voluntary layoffs shall be awarded by classification seniority within the classification that is the subject of the layoff.

Section 15.5 Employees shall retain recall rights for forty eight (48) months to the classification from which they were laid off. Seniority shall continue to accrue during the recall period.

Section 15.6 When a recall is necessary in a classification in which an employee with recall rights was laid off, recall shall be made in the inverse order of layoff, that is, the most senior employee shall be recalled first. Any recalled employee required by management to have additional training to meet the position qualification in existence at the time of recall, must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer's expense.

Section 15.7 The Union and the employee being recalled shall be notified by certified letter at least seven (7) days before the recall commences. An employee shall notify the Employer in writing within seven (7) calendar days following the receipt of the notice of the employees' intention to return to work. An employee who refuses or does not respond within seven (7) calendar days shall be considered to have resigned his position and forfeits all rights to

employment with the Employer. Upon submission of proof of current employment a recalled employee will be permitted to provide a two (2) week notice to their current employment.

Section 15.8 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the Employer may grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

Section 15.9 Recall lists shall be kept current by the Employer and posted on the bulletin board 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.

ARTICLE 16 - LABOR MANAGEMENT COMMITTEE

Section 16.1 To facilitate better communication and understanding between the employee and the Employer, for a discussion of rules, regulations, and safety conditions, a labor management Committee is hereby established.

a) The Committee will consist of no more than two (2) representatives of the bargaining unit. The Administration shall have not more than two (2) representatives at the meeting.

b) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.

c) Meetings will be held at times and places mutually agreeable to the parties.

d) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.

ARTICLE 17 - HEALTH AND LIFE INSURANCE

Section 17.1 Hospitalization Coverage. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s). The Employer agrees that bargaining unit members will be provided with the same plan offerings as non-bargaining unit employees of the Board of Commissioners.

Section 17.2 Contributions Rates. The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute then percent (10%) for the premium cost of health care coverage.

Eligible employees my 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 17.3 Insurance Opt-Out Bargaining unit members who elect to take insurance coverage other than that which is provided by the Employer shall be eligible to receive insurance waiver payments of one hundred dollars ($100.00) per month. Eligibility for this payment is contingent upon the employee providing documentation to the Employer that they are covered elsewhere.

Section 17.4 Dental Insurance. Bargaining unit members shall be able to purchase dental insurance at group rates through payroll deduction.

ARTICLE 18 - LIFE INSURANCE

Section 18.1 The County shall provide and maintain in full force and effect, by payment of the necessary premium, life insurance not less than $30,000 for each employee.

ARTICLE 19 - HOLIDAYS

Section 19.1 Each bargaining unit employee shall be entitled to eight (8) hours off with pay on the following holidays:

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

Each year, each bargaining unit employee will be off with pay either the Day after Thanksgiving or Christmas Eve Day. Employees shall submit their preference the first week of November each year and the Employer will review the requests. If there are more requests for one of these days than the Employer can accommodate due to operational considerations the most senior employee will receive preference. All employees will be scheduled off with pay for one of the two days.

Section 19.2 In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

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

In the event that an employee is scheduled off for Christmas Eve Day and it falls on Sunday, the holiday shall be observed on Monday and the Christmas Day holiday shall be observed on Tuesday.

If any employees work schedule is other than Monday through Friday, they shall be entitled to holiday pay for holidays observed on their day off regardless of the day of the week on which they are observed. In such cases the holiday shall be paid at the straight time rate and shall not be included for the purposes of calculating overtime.

Section 19.3 Any bargaining unit employee who is required to work on any of the holidays set forth in Article 19, Section 19.1 hereof shall receive an hourly rate of pay which is 2 ½ times the employee's regular hourly rate of pay for all hours worked on holiday.

Section 19.4 In order to receive holiday pay, an employee must work his regularly scheduled shift preceding and succeeding the holiday, unless the employee is off on a prior approved scheduled paid leave, or a scheduled day off. An employee who reports off sick on the day preceding, succeeding or on the holiday, without a physician's statement or certificate, shall not be eligible for holiday pay.

Section 19.5 When a holiday established herein falls during a week in which an employee is on scheduled vacation, the employee shall not be charged for vacation leave for such holiday and the vacation leave which has been used shall remain to the credit of the employee's vacation leave balance.

Section 19.6 In addition, each bargaining unit employee shall receive two (2) personal days. The employee shall be required to notify the appropriate supervisor at least one (1) hour prior to the use of a personal day, but preferably in one (1) shift. Personal leave must be used in eight (8) hour increments and if not used shall be paid to the employee at the employee's current hourly rate in the first pay of December each year.

ARTICLE 20 - VACATIONS

Section 20.1 Each full-time member of the bargaining unit, after service of one (1) year, shall have earned, and will be due after the first year of service, eighty (80) hours of vacation leave with pay. One (1) year of service shall be computed as 2,080 hours in active pay status. Each full-time bargaining unit employee shall be entitled to vacation leave annually with pay as follows:

Upon completion of:

1 through 6 completed years of service	80 hours

Beginning years:

7 through 13 completed years of service	120 hours
14 through 22 completed years of service	160 hours
23 or more years	200 hours

At the completion of twenty-three (23) years of service, a member shall receive eight (8) hours of vacation each additional year (i.e., 24 yrs./208 hrs.-25 yrs./216 hrs.).

Each full-time bargaining unit employee shall accrue vacation leave as follows for each eighty (80) hours in active pay status.

Those entitled to 80 hours of vacation leave	3.1 hours
Those entitled to 120 hours of vacation leave	4.6 hours
Those entitled to 160 hours of vacation leave	6.2 hours
Those entitled to 200 hours of vacation leave	7.7 hours

Section 20.2 An employee with more than one (1) year of service who separates from his employment for any reason, shall be entitled to be paid for his accrued but unused vacation leave. Payment will be made at the employee's rate of pay at the time of separation. In the event of the death of an employee, payment as set forth herein shall be made to the a.) surviving spouse; b.) child or children of the deceased employee eighteen years of age or older; or, c.) the father or mother of the deceased employee, preference given in the order named. Letters testamentary, letters of administration, or a consent to transfer issued by the tax commissioner or letters of administration, or a consent to transfer issued by the tax commissioner or his agent shall not first be required before payment is made. However, should the above conditions not apply, then the payment shall be made to the estate of the deceased employee upon proper presentment of letters and a consent to transfer.

Section 20.3 During the life of this Agreement, the Warden shall distribute a vacation schedule in each division of the department every December. Employees in the bargaining unit may then request, prior to March 1st of the year following distribution the dates on which during said year they prefer to use their accumulated vacation leave. An employee shall not be permitted to schedule the use of more than the amount of vacation leave that may be accrued as of the commencement his vacation. Further, if it appears that at the time of the commencement of the vacation leaves sufficient balance does not exist to the credit of the employee, the Warden may adjust the employees' vacation schedule accordingly. Each employee shall be given the opportunity to request a first and second preference for the use of vacation leave. Subject to the staffing needs of the department, such request shall not be unreasonably denied. In the event that two or more employees within a division submit a request for the use of vacation leave for the same dates, and should the staffing needs of the department not permit, all such employee or employees with greater classification seniority shall be entitled to such vacation.

Section 20.4 Vacation leave requests submitted after March 1st shall be honored on the basis of the date received by the Warden and no seniority rights shall attach to such requests.

Section 20.5 The Warden may, when exigent circumstances require, cancel scheduled vacation leaves. However, this right shall not be unreasonably exercised.

Section 20.6 Vacation leave requests made after March 1st shall be made at least twenty-one (21) days before the scheduled commencement date, and shall be approved or denied within seven (7) days. The Warden or his designee shall waive after the vacation request is made, any time limits with the mutual consent of the parties.

Section 20.7 An employee may carry over an amount equal to one (1) year's accrual of unused vacation leave to the following year or cash out any vacation leave unused and accrued in the current calendar year to be paid in the first pay in December of each year. Such carry over request must be submitted in writing by October 30th of each year and must be approved by the Warden. An employee in no event will be permitted to accumulate more than on and one-half (1 ½) times the employees annual accrual rate up to a maximum of two hundred and fifty (250) hours whichever is less. The deadline may be extended by mutual agreement of the parties but shall not be extended beyond November 15th of each year. Such approval shall not be unreasonably denied. Any leave to be accrued in excess of the maximums established in this article shall be forfeited by the employee. Employees who have balances in excess of the amount specified in this Section on July 1, 2012 plus 80 additional hours for a period of two years. Effective June 30, 2015 all employees who have balances in excess of one and one-half (1 ½) times the employees annual accrual rate up to a maximum of two hundred and fifty (250) hours whichever is less will forfeit any hours that exceed that limit.

Section 20.8 Any bargaining unit employee who has successfully completed his probationary period shall have any prior service with Mahoning County tacked on to his departmental service for purposes of leave accrual.

Section 20.9 Any member may request in writing payment of up to one year's accrual of unused vacation leave in addition to the payment described in Section 20.7 which addresses leave that is accrued and unused in the same calendar year. The request must be submitted prior to the end of the first pay period of November each year to be paid in the first pay in December each year.

ARTICLE 21 - CLOTHING AND EQUIPMENT

Section 21.1 Each bargaining unit employee required to wear a uniform shall be eligible for a clothing and boot allowance in the following amount:

2015	$550.00
2016	$550.00
2017	$550.00

Section 21.2 The Employer will make payment directly to the Employee when proper receipts are submitted. The employee must seek approval from the Dog Warden prior to the purchase to ensure consistency with uniform appearance. Failure to do so may result in no reimbursement. Reimbursement will be made within sixty (60) days or as soon as reasonably possible.

Section 21. 3 Employer will purchase all job essential equipment and all trucks will be properly stocked with all equipment needed to perform the job. Employer will determine what constitutes essential equipment.

Section 21.4 The Deputy Dog Wardens shall have the option of receiving a protective vest at the cost of the Employer. One (1) vest per employee shall be provided upon request the second year of every other contract, and those wardens receiving the vest shall wear the vest when in the field performing duties. If damaged through no fault of the employee, it will be promptly replaced by the Employer with no cost to the employee.

Section 21.5 Should the Board of County Commissioners determine that uniformed bargaining unit members are permitted to carry firearms the Employer will determine the type of equipment, provide the equipment and provide training necessary for the employees as well as establish rules and regulations associated with the distribution and use of such equipment.

ARTICLE 22 - WAGES AND OTHER COMPENSATION

Section 22.1 Employees shall be entitled to "Standby" pay of two hundred and twenty five dollars ($225.00) per week for each week (7days) an employee is on "standby". An employee on standby shall receive a minimum of one (1) hours credit for time spent by the employee traveling to and from his residence to the emergency call. An employee who is required to spend more than one (1) hour at the call shall receive credit for any time actually spent on the call to be paid at the appropriate rate. Employees assigned to the Deputy Dog Warden classification will be assigned standby duty on a rotational basis. Bargaining unit employees qualified to perform the duties may be assigned to standby status if all employees assigned to the Deputy Dog Warden are unavailable for the assignment or have failed to respond to the call out.

During an employee's standby status, employee shall have the right to devote all of his time for his own personal uses and personal activities except to respond to on call requests. However, the employee shall be fit to report at any time during the standby period. Standby employees will be supplied with a minimum of one (1) cellular phone or other piece of electronic equipment equivalent or more advanced to cellular technology (maintained by the Employer) so they can be reached at all times and must respond to the person making the call within fifteen (15) minutes of notification. Failure to comply with these requirements may result in disciplinary action.

In conjunction with standby pay, it is understood that all employees shall rotate one work week at a time upon revolving basis.

The Employer may order the employee on standby to return home to rest for the remainder of his normally scheduled shift without a loss of pay or benefits.

In the event that an employee on standby reports off sick for their regular shift during the week or is unable to respond over the weekend due to illness of himself or an immediate family member, any emergency calls or weekend call will be offered based on seniority to the other eligible employees and the standby pay for the period will be prorated for each employee who

worked in a standby status. Standby calls shall be offered to the most senior employee who is qualified an available to perform said work. If the most senior employee refuses the call the offer will be made to the second must senior employee, etc., down through the least senior member. If all senior employees are unavailable or choose not to take the call, the least senior qualified employee must perform the required work.

Section 22.2 The base hourly wage rate for the classifications in this unit are:

Assistant Dog Warden	$23.55
Office Manager	$16.03
Deputy Dog Warden	$13.43
Clerical Assistant	$13.43
Canvass & Kennel Worker	$13.43

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

Section 22.3 Bargaining Unit employees are entitled to direct deposit so long as the County makes direct deposit available to other employees.

ARTICLE 23 – INJURY ON DUTY POLICY

Section 23.1 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 completes 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 23.2. There shall be no loss of benefits provided by the County or any applicable labor agreement during the IOD leave.

Section 23.2 To be eligible for injured on duty leave, the employee, when injured on duty, or if incapacitated his designee shall:

1. Fully complete and sign a Mahoning County Internal Incident Report containing the nature of the injury, the date of the occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of injured on duty leave;

2. File for Worker's Compensation benefits with the Ohio Bureau of Worker's Compensation; and

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

4. Suffer lost time from employment for a period exceeding seven (7) consecutive days; and

5. Provide a medical certification from a physician on the list of County approved providers opining that the claimant is disabled from employment in excess of seven (7) consecutive days as a result of the work related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

Section 23.3 The County reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the County at any time during the leave. If at any time during the IOD leave, the Employer's Independent Medical Examiner opines that the employee is NOT temporarily and totally disabled due to the inability to work on light duty, maximum medical improvement and/or has permanent restrictions, or if the doctor opines denial of the claim in its entirety, the employer shall terminate payment of IOD.

Section 23.4 Leave will be paid at the employee's current rate at the time of the injury for a period not to exceed ninety calendar (90) days immediately following the date of injury.

Section 23.5 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 County for any amounts paid pursuant to this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.

Section 23.6 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 23.7 If the employee is unable to return to work or unwilling to return to work, the County, in conjunction with the Appointing Authority, will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.

Section 23.8 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.

Appendix E

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

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

ARTICLE 24 - CHILDBIRTH/ADOPTION LEAVE

Section 24.1 A permanent bargaining unit employee shall be granted, upon prior application, an unpaid maternity leave. This leave may be for a period of up to two (2) months; and , in any event shall not last beyond a date which three (3) months after the date of the birth, delivery or adoption. Nothing herein shall prevent the employee from requesting a medical leave of absence should the employee be unable for medical reasons to return to work within three (3) months after birth, delivery or adoption. Childbirth/Adoption leave and extension will be counted as FMLA leave if the employee is eligible for FMLA leave.

Section 24.2 An employee who wishes to request maternity leave shall do so in writing, and the request shall be accompanied by a medical statement of the treating physician. The request shall indicate the expected commencement and termination dates of the leave. An employee who is unable to return to work on the projected termination date of the leave shall request an extension thereof, subject to the limitations imposed in Section 24.01. The request shall be in writing, shall be accompanied by a medical statement which states the employee is unable to perform the essential functions of the position to which the employee is assigned, and shall be submitted for approval before the expiration of the original leave. The request for an extension shall not be deemed to have been approved by the Department until the employee receives written notification of the approval.

Section 24.3 Should an employee be unable for medical reasons to return to work at the expiration of the three (3) months after birth, delivery or adoption, the employee mat request an unpaid medical leave of absence. The request must be in writing and accompanied by a medical statement from the treating physician which states the employee is unable to perform the essential functions of the position to which the employee is assigned. Should the request for a medical leave of absence be approved, the employee must return at the expiration of the leave. The request for a leave of absence must include the projected date of return.

Section 24.4 Any leave granted hereunder shall be leave without pay. However, nothing herein prohibits the employee from using accumulated vacation, compensatory time, sick or personal leave for the entire period of three (3) months or any part thereof.

ARTICLE 25 - BEREAVEMENT LEAVE

Section 25.1 Each member of the bargaining unit shall be entitled to four (4) consecutive days of bereavement leave with full pay to attend the funeral of any of the following individuals: spouse, child or stepchild, parent, grandparent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a ward or other person for the employee stands in loco parentis.

Section 25.2 Employees may apply for the use of accumulated but unused sick leave to extend bereavement leave. Such requests shall not be unreasonably denied.

ARTICLE 26 - FAMILY AND MEDICAL LEAVE

Section 26.1 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and all subsequent amendments.

Section 26.2 Any provisions under sick leave, leave of absence, bereavement leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with the said Act.

Section 26.3 The employee is required to utilize all available paid leave for FMLA absences before requesting unpaid leave for such absences, except that forty (40) hours of paid leave may be retained for the employee's use upon return to work.

Section 26.4 Employees who are on an unpaid FMLA absence will be obligated to pay the employee share of health care premiums, if any, on the regular pay day. The County will cease to pay the County's share of the premium if the employee's payment is more than thirty (30) days late.

ARTICLE 27 - SUBSTANCE TESTING AND ASSISTANCE

Section 27.1 Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses documentable facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug and/or alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. The Employer recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. The confidential nature of medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

Section 27.2 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio as used with the EAP program set up by the Employee Assistance Consultants. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 27.3 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 may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the previous test. If at any point the results of the drug testing procedures conducted by the Employer specified in this article are negative (employee confirmatory tests not applicable), all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 27.4 Upon the findings of positive test for a controlled substance, an employee shall be referred to the Employee Assistance Program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee may utilize available paid leave or family medical leave without pay as provided for in this Agreement for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position for up to two (2) years and the employee shall be responsible for the cost of such follow up tests. For the purpose of this article, "periodic" shall mean not more than four (4) times per year, except that drug/alcohol tests may be performed at any time upon "reasonable suspicion" of drug/alcohol use. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a leave of absence without pay for a period not to exceed ninety (90) days.

Section 27.5 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employees shall be subject to disciplinary action, including termination. Except as otherwise provided herein costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the Employer.

Section 27.6 No drug/alcohol testing shall be conducted without the authorization of the County Human Resource Director or designee and in accordance with the program established by the Employee Assistance Consultants. If the County Human Resource Director orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to

submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the County Human Resource Office and shall be kept confidential except as provided by the Ohio Public Records laws; however, test results and records may be used in future disciplinary actions as set forth in the article.

Section 27.7 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed. The Union shall be given copies of any documents reflecting action taken hereunder.

Section 27.8 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 twenty-four (24) months.

ARTICLE 28 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 28.1 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined pursuant to Article 14 of this Agreement.

Section 28.2 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, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 28.3 This Article shall not operate to limit the Employer's right to discipline an employee pursuant to Article 14 of this Agreement 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 actions pursuant to Article 14 of this Agreement. An Employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 29 -GENDER AND PLURAL

Section 29.1 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 30 – EVALUATIONS

Section 30.1 The Employer may use evaluations pursuant to the Ohio Administrative Code Chapter 123:1-19, except as modified by this Article. The evaluation form will be developed by the County Human Resource Office and may be modified periodically after consultation with the Union. All non-probationary employees shall be given an employee evaluation during the sixty (60) day period immediately preceding the employee's annual anniversary date of his/her most recent appointment. The employee shall be rated using quantifiable criteria and the form shall include a summary conclusion section for the supervisor to rate the employee overall as either "satisfactory" or "unsatisfactory".

Evaluations shall not be a factor in layoffs. An employee who receives an overall rating of "unsatisfactory" will be provided with an improvement plan and such plan shall be reviewed by the County HR Office. If the employee does not improve within a reasonable amount of time the employee may be subject to progressive discipline. Employees shall receive a copy of their completed evaluation form and sign an acknowledge form of receipt. An employee may attach a statement of objection to an evaluation or a comment may be attached and placed with the evaluation in the employee's personnel file. Employees are not entitled to Union representation during an evaluation meeting. However, an employee who is subject to discipline as the result of an unsatisfactory evaluation is entitled to representation as established in Article 14.

See Appendix A

ARTICLE 31-PERSONNEL FILES

Section 31.1 The Mahoning County Dog Warden and the Mahoning County Human Resource Office shall maintain the only personnel files of the bargaining unit members.
Employees and/or their authorized Union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by ORC Section 1347.08(c). Such review may be made during normal working hours. Reasonable requests to provide one (1) copy of files shall be honored at no charge. The employees' personnel file shall not be made available to any organization or person other than the Employer or its agents, without the employee's written authorization unless pursuant to court order, subpoena, or request made pursuant to the Ohio Public Records Act.

Section 31.2 A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without following this procedure, the material will be removed from the file at his/her request. Such material cannot be used in any disciplinary proceeding. An employee can place documents relevant to his/her work performance in her/her personnel file.

ARTICLE 32 – JURY DUTY

Section 32.1 If a member is subpoenaed to jury service, he shall be considered to be on paid leave for such period and shall not be required to work on his normal scheduled shift. When not

impaneled for actual service and only on call, the employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. Employees called to jury duty shall submit any juror fees received in excess of $10.00 dollars per day.

ARTICLE 33 – COURT TIME

Section 33.1 Court time shall paid to any employee that is subpoenaed to testify at court about matters relating to the duties of the Dog Warden's Office while off duty. For each court appearance, the affected employee shall be compensated for the actual time at court. If the time spent at courts result in overtime as defined in Article 9 the employee shall be compensated pursuant to the provisions of that Article.

ARTICLE 34- WORK RULES

Section 34.1 The Employer agrees that the rules and regulations or standard operating procedures of the Mahoning County Dog Warden's Office shall be furnished to all bargaining unit employees in written form.

Section34.2 To the extent possible the Employer agrees that amendments to the rules and regulations or standard operating procedures shall be provided to the Union in written form fourteen (14) calendar days in advance of their implementation.

Section 34.3 The rules and regulations or standard operating procedures shall be applied consistently by the Employer and may not violate any provisions of this agreement, or any federal, state, or local laws.

Section 34.4 Job descriptions shall be furnished to all employees in written form. Any changes in job descriptions shall be reduced to writing, fourteen (14) calendar days in advance of implementation.

ARTICLE 35 – TOTAL AGREEMENT

Section 35.1 This agreement concludes collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it any time. The provisions of this Agreement constitute the entire Agreement between the County and the Union. Neither party shall by bound by prior written or oral Agreements.

However, it is agreed the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in defining terms and conditions of this Agreement if such error is identified and corrected within one-hundred eighty days (180) of the signing of this agreement. Any disagreement between the Union and the Employer, with respect to this matter, shall be subject to the grievance procedure.

ARTICLE 36 – SEVERABILITY

Section 36.1 This Agreement is subject to all applicable Federal laws, State laws and Equal

Employment Opportunity Commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 36.2 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 37-DURATION

Section 37.1 This Collective Bargaining Agreement shall remain in full force and effect from July 1, 2015 through June 30, 2018. Notice to negotiate a successor Agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days, prior to the expiration of this Agreement. Discussions will begin no later than sixty (60) days prior to the expiration of this Agreement.

FOR THE EMPLOYER

Commissioner

Commissioner

Commissioner

Karen U'Halie

DATE SIGNED 1/28/16

FOR THE UNION

President- Richard Sandberg

Business Agent – Bobbi Terwilliger

Secretary-Treasurer- Ralph Cook

Carole Keevey

DATE SIGNED 1-15-16

ADDENDUM "A"

All current employees who are members of Teamsters Local 377 and employed in the Mahoning County Dog Warden's Department as of October 31, 2015 shall receive a one-time, lump sum payment in the amount of $1000.00. The lump sum will be subject to normal payroll deductions. Payment will be made on Pay Date November 13, 2015 (Run ID#F23).

All current employees who are members of Teamsters Local 377 and employed in the Mahoning County Dog Warden's Department as of October 29, 2016 shall receive a one-time, lump sum payment in the amount of $1000.00. The lump sum will be subject to normal payroll deductions. Payment will be made on Pay Date November 11, 2016 (Run ID#G23).

All current employees who are members of Teamsters Local 377 and employed in the Mahoning County Dog Warden's Department as of the last day of the Pay Ending Date in October, 2017 shall receive a one-time, lump sum payment in the amount of $500.00. The lump sum will be subject to normal payroll deductions. Payment will be made on the Pay Date corresponding in which the Pay Ending Date falls.

Appendix A

	Goals	Status	Measure	Comment on Achievement
1.		Completed ☐ In Progress ☐	Above Target ☐ On Target ☐ Below Target ☐	
2.		Completed ☐ In Progress ☐	Above Target ☐ On Target ☐ Below Target ☐	
3.		Completed ☐ In Progress ☐	Above Target ☐ On Target ☐ Below Target ☐	
4.		Completed ☐ In Progress ☐	Above Target ☐ On Target ☐ Below Target ☐	
5.		Completed ☐ In Progress ☐	Above Target ☐ On Target ☐ Below Target ☐	
6.		Completed ☐ In Progress ☐	Above Target ☐ On Target ☐ Below Target ☐	

Dimensions

Quality Applies knowledge and planes activities to complete work in an accurate, neat, well-organized, thorough manner	Above ☐ Meets ☐ Does Not Meet ☐	
Quantity/Timeliness Generates amount of work expected on schedule. Should reflect the entire scope of employee's duties.	Above ☐ Meets ☐ Does Not Meet ☐	
Teamwork Contributes to group effort. Establishes positive working relationship with others. Cooperates with supervisors	Above ☐ Meets ☐ Does Not Meet ☐	
Communication Listens to, reads and understands information. Relays accurate, appropriate and clear information in written and/or oral	Above ☐ Meets ☐ Does Not Meet ☐	
Problem Solving/Decision Making Identifies, analyzes and interprets problems and determines alternate solutions.	Above ☐ Meets ☐ Does Not Meet ☐	
Customer Service Makes internal and external customers and their needs a primary focus of his/her actions. Develops and sustains productive customer relationships	Above ☐ Meets ☐ Does Not Meet ☐	

APPENDIX "E"

Provider Name	Provider Type	Practice Address	Practice City	Prac Zip	Prac Phone	Specialty
Non-Acute/Non-Trauma Care/Occupational Medicine						
Austintown Immediate Care/WORKMED	Group Practice	20 OHLTOWN RD	AUSTINTOWN	44515	(330)884-2021	Urgent Care/Occ. Medicine
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
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
FRANGOPOULOS, MICHAEL A. M.D.	Physician (MD)	821 MCCARTNEY RD	YOUNGSTOWN	44505-5000	(330)743-4440	Family Practice
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
MINOTTI, ARMAND L., DO	Physician (DO)	819 MCKAY CT	BOARDMAN	44512-5771	(330)726-7100	Family Practice
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
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)744-2145	Family Practice
SHULTZ, MICHAEL W. D.O.	Physician (DO)	315 STRUTHERS LIBERTY RD	CAMPBELL	44405-1949	(330)750-1333	Family Practice
SINGH, DIGVIJAY MD	Physician (MD)	550 PARMALEE AVE STE 210	YOUNGSTOWN	44510-1602	(330)743-5864	Internal Medicine
TOFIL, SCOTT B., MD	Physician (MD)	602 PARMALEE AVE STE 400	YOUNGSTOWN	44510-1653	(330)747-8611	Interna Medicine
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
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						
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)	5507 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
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	

MAHONING COUNTY DOG WARDEN
EMPLOYEE NOTICE OF DISCIPLINE

EMPLOYEE NAME _____ **DATE OF DISCIPLINE** _____

SUPERVISOR _____ **DATE/TIME OF INCIDENT** _____

TYPE OF VIOLATION:

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

PREVIOUS WARNINGS:

ORAL	WRITTEN	SUSPENSION	DATE	BY WHOM

STATEMENT OF INFRACTION:

_____

_____

_____

_____

_____

ACTION TO BE TAKEN:

☐ **VERBAL WARNING** ☐ **WRITTEN WARNING** ☐ **SUSPENSION, ___ DAYS*** ☐ **REMOVAL***

CONSEQUENCE SHOULD INCIDENT OCCUR AGAIN/ ADDITIONAL COMMENTS: _____

_____

_____

_____ _____

SUPERVISOR SIGNATURE **DATE**

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

_____ _____

EMPLOYEE SIGNATURE **DATE**

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

EMPLOYEE COMMENTS: _____

_____

_____

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