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11-MED-03-0385
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K28384

AGREEMENT

BETWEEN THE

MAHONING COUNTY JOB AND FAMILY SERVICES

AND THE

UAW LOCAL 1112

CASE # 2011-MED-03-0385

**EFFECTIVE MAY 13, 2011,
THROUGH MAY 12, 2014**

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PREAMBLE/PURPOSE

Section 1. Parties. This agreement is made by and between the Board of Commissioners and the Mahoning County Department of Jobs and Family Services, hereinafter referred to as the “County” or “Employer” and the International Union, United Automobile, Aerospace, Agricultural Implement Workers of America (UAW) representing certain employees of the Mahoning County Department of Jobs and Family Services, hereinafter referred to as the “Union.”

The Employer shall recognize this labor contract as governing employees within the UAW Local 1112 bargaining unit. In situations where language is absent, then 4117 of the Ohio Revised Code shall govern. If 4117 of the Ohio Revised Code is silent, then the Employer’s Policy Handbook/Work Rules shall be utilized.

Section 2. Purpose. The Employer and the Union hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 4117 of the Ohio Revised Code and setting forth the full and complete understanding and Collective Bargaining Agreement between the parties pertaining to wages, hours and terms and conditions of employment of the members of the bargaining unit.

It is the intent and purpose of the parties hereto that this agreement shall provide for orderly, harmonious, and cooperative employee relations. Toward this end the parties hereto agree to devote every effort to assure that the Union and the Employer will comply with the clear provisions of the agreement.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the purposes of establishing wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time or regular part-time in and holding one of the following classifications set forth in Section 2.

Section 2. The following positions and classifications are to be included in the bargaining unit:

Social Service/Account Clerk Supervisor	Training Supervisor
Office Manager 2	Clerical Supervisor
Eligibility Referral Supervisor 1	Social Service Supervisor 1

Section 3. Should new classifications be established within the agency which are not subject to the exclusions outlined in Section 2 of this article the Employer shall notify the Union, or upon the written request of either party, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classifications within the bargaining unit. If the parties reach agreement, they shall file a joint request to amend the bargaining unit with the State Employment Relations Board. If the parties failed to reach agreement within thirty (30) calendar days of such written request, either party may petition the State Employment

Relations Board for a unit clarification determination in accordance with Chapter 4117 ORC and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

Section 4. Should the Employer anticipate the introduction of new technology and should such introduction require a change in job classifications for one or more bargaining unit employees, the Employer will provide the Union with notice of such introduction at least thirty (30) calendar days in advance or as soon as notified by the state whichever is greater of such anticipated changes in an employee's job classification whenever possible. Upon written request from the Union, the parties shall schedule to meet for the purpose of negotiating over the effects of any such introduction of new technology.

Section 5. The Employer recognizes the Union as the exclusive representative of the bargaining unit, and will not take action for the purpose of eroding the bargaining unit.

Section 6. The foregoing "Recognition Clause" shall not be interpreted or applied so as to restrict the Employer from assigning non-bargaining unit personnel to perform work performed by bargaining unit personnel in accordance with job descriptions on file with the Mahoning County Human Resource Department, and consistent with Ohio Revised Code 4117.08(C)(3) and (C)(8).

Section 7. Non-bargaining unit employees shall not perform work performed by members of the bargaining unit so as to displace employees working in the bargaining unit.

ARTICLE 2 **UNION REPRESENTATION**

Section 1. Union Representatives. There shall be one (1) Chairperson and one (1) Committee Person on the bargaining committee. The Chairperson shall be responsible for processing grievances under the grievance procedure. The Committee Person shall act as Chairperson in the absence of the regular Chairperson.

The Union shall furnish the Employer with a written list of all officers of the local Union and of any changes that may occur during the term of this agreement. Such notification shall be provided to the Employer in order for the Chapter Chairperson and Committee Person to gain recognition.

Section 2. Union Business. The Employer shall allow the Chairperson and/or the Committee Person, as the case may be, a reasonable amount of time off with pay to conduct appropriate Union representational business as defined herein.

For purposes of this article, appropriate Union representational business is defined as:

- A. Representation of a member at any step of the grievance procedure, if requested by the employee;
- B. Attendance at a predisciplinary conference and representation, if requested by the employee;

- C Attendance at meetings between the Union and Employer where their attendance is requested.
- D. All conferences and board meetings. Any and all calls from UAW international representative.

Section 3. Right to Enter. The Employer agrees that non-employee representatives of the Union shall be admitted to the Employer's facilities during normal business hours to attend grievance meetings, contract negotiations, and for other matters related to the administration of this agreement. The Union will provide the Employer twenty-four (24) hours advance notice, whenever possible, for the attendance of these non-employee representatives of the Union.

Section 4. Union Activity. Rules governing the activity of bargaining unit members and the Chairperson are:

- A. The bargaining unit member and/or Chairperson must obtain, in advance, authorization from his or her immediate supervisor before beginning Union activities.
- B The bargaining unit member and/or Chairperson shall identify the reason for the request at the time Union activity time is requested.
- C. The bargaining unit member and/or Chairperson shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- D. The bargaining unit member and/or Chairperson shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the Chairperson's or Committee Person's immediate supervisor; and
- E. Failure to comply with such order may result in disciplinary action if it is found that the bargaining unit member and/or Chairperson is abusing the rules of this section.
- F The Employer shall not arbitrarily deny bargaining unit members and/or the Chairperson the opportunity to engage in representational business.
- G. Before leaving the job to conduct Union activity, the Chairperson shall be required to complete the Union representative time form. Said forms shall be furnished by the Employer, and shall be submitted to the immediate supervisor. All time used to conduct Union business covered under this Article shall be considered time worked.

ARTICLE 3 **NONDISCRIMINATION**

Section 1. The Employer and the Union recognize their respective responsibilities under federal and state laws and regulations relating to fair employment practices. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex (including acts of sexual harassment), race, color, creed, political affiliation, national origin,

military status, sexual preference, or physically challenged except where a bona fide occupational qualification exists. This provision shall not be construed to entitle an employee's "domestic partner" to any benefit(s) not specifically delineated in the agreement as being applicable. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement and agrees to administer this agreement in accordance with applicable fair employment practice laws and regulations.

Section 2. Right to Join or Refrain from Joining the Union

- A. The Employer agrees not to interfere with the right of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this agreement.
- B. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership, in the Union or involvement in Union activities.

Section 3. Gender Neutral. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. Except as specifically limited by this agreement, the Employer shall have the exclusive right to administer the business of the Department of Job and Family Services in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Public Employer, the standards of services of the Public Employer, the overall budget of the Public Employer, the utilization of technology by the Public Employer, and the organizational structure of the Public Employer;
- B. the right to control the premises; the right to make selections and to locate buildings and other facilities in accordance with state law;
- C. the right to control the use and status of all facilities, property, equipment, processes, or work;
- D. the right to promulgate personnel policies to establish standards of conduct for employees;

- E. the right to establish a work week, including the establishment of starting and quitting times and the hours of work for employees;
- F. the right to direct, evaluate, and hire employees and the right to determine the basis for the selection, retention, and promotion of employees to or for positions not within the bargaining unit;
- G. the right to discipline, suspend, demote, layoff, transfer, assign, schedule, promote, or discharge for just cause employees;
- H. the right to determine the adequacy of the work force,
- I. the right to determine the overall mission of the public employer as a unit of government;
- J. the right to effectively manage the work force;
- K. the right to take actions to carry out the mission of the public employer as a government unit; and
- L. the right to effect or change the management or responsibility of the County's property, facilities, equipment, processes or work.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

Section 2. Chain Of Command. Any time that an employee is required to report to, to notify, or to obtain the approval of his immediate supervisor, he shall attempt first to contact his immediate supervisor, for that purpose. If and only if the employee is unable to contact his immediate supervisor, then he shall next attempt to contact another supervisor, for the same purpose and shall notify the supervisor, as to the efforts he has made to contact the immediate supervisor. If and only if the employee is unable to contact another supervisor, he shall then contact a designee appointed by the Director and shall notify him as to the efforts he has made to contact the immediate supervisor and any other supervisor. For purposes of this section, "supervisor" shall refer to any member of administration that oversees the daily operation of a member of the bargaining unit.

ARTICLE 5 **DUES DEDUCTION**

Section 1. The Employer and the Union agree that membership in the Union is available to all employees specified as being in the bargaining unit, upon the commencement of the first day the employee works and accrues compensation.

Section 2. The Employer agrees to deduct regular Union membership dues and fees or assessments implemented by the Union from the pay of any employee eligible for membership in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership

will sign the Payroll Deduction Authorization Form along with duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the employee's check for the period following the pay period in which the authorization was received and dues are normally deducted by the Employer. The first deduction from an employee's pay will also include a Union membership fee and the amount of such fee will be determined by the Union. Although an employee may exercise his right to membership, no employee shall have the right to challenge, through the grievance procedure contained herein or otherwise limited in the agreement, for any action, including discipline and removal, occurring while an employee is serving his probation period also specified herein. A duplicate copy of the Payroll Deduction Authorization Form, Appendix C, shall be provided by the Employer through the human resource manager.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, 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 hereunder. It shall be the responsibility of the employee to obtain appropriate refund from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an unpaid approved leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 5. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) calendar days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 7. Deductions provided for in this article are subject to the approval of the County Auditor as required by statute and shall be made during the first pay period. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 8. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point

the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer and a copy of the written revocation shall be forwarded to the Union. All dues, fees, and assessments shall cancel upon the termination date of this agreement, unless the parties mutually agree otherwise.

Section 9. The Employer agrees to remit a copy of all newly submitted Payroll Deduction Authorization Forms along with a warrant in the aggregate amount of the deduction to the Union's Local Treasurer, or his successor. Such warrant shall be accompanied by a listing of the employees for whom deductions were made.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that employee grievances from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 2. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement which are controlled by resolutions of the Mahoning County Board of Commissioners, or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions.

Section 3. A grievance under this procedure may be brought by any bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each employee in the same manner, the union representative will process the grievance and each employee desiring to be included shall sign the grievance.

Section 4. Grievance Process. Normally, grievances must be processed at the proper step in the progression in order to be considered in the subsequent step, unless the parties mutually agree otherwise. Nothing herein shall prohibit a grievance from being filed at Step 3 or Step 4 if the immediate supervisor cannot properly respond to that particular grievance. Any employee may withdraw a grievance without prejudice at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

Grievances which affect the entire bargaining unit may be filed at Step 3 of the grievance procedure. Grievances concerning suspensions, demotions, and terminations shall be appealed directly to Step 3 of the grievance procedure.

Section 5. Time Limitations. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and shall be considered appealed to the next step of the grievance procedure, provided the grievant(s) requests a hearing within ten (10) work days of the date the written response was due. All time limits on grievances may be extended upon mutual consent of the parties. Such extensions shall be reduced to writing and signed by both parties.

Section 6. Grievance Form. The written grievance shall state on the grievance form, among other things, the specific articles and sections of this agreement alleged to have been violated, an explanation of the facts, and the remedy requested to resolve the grievance.

Section 7. Grievance Steps. Each grievance shall be processed in the following manner:

Step 1. Informal Step. Within five (5) work days after the aggrieved person knew or reasonably should have known of the fact, event, or condition on which a grievance is based, the aggrieved person shall discuss the complaint with the employee's immediate supervisor with the objective of resolving the matter informally at that level. The aggrieved person may request that their union representative be present during the discussion. The immediate supervisor or personnel Administrator, if appropriate, shall respond to the aggrieved person within five (5) work days of the informal discussion.

Step 2. Immediate Supervisor. If the problem is not resolved informally, the union representative shall reduce the grievance to writing and may present the written grievance to the immediate supervisor no later than five (5) working days after the aggrieved person has received a response at the informal level. Within five (5) work days after the filing of the grievance, the immediate supervisor shall schedule a meeting with the aggrieved person, and if the person elects, his union representative, to discuss the grievance and attempt to resolve it. Within five (5) work days after that meeting, the immediate supervisor shall provide the aggrieved person and the union representative with a written response to the grievance.

Step 3. Department Director/Director/Designee. If not satisfied with the written response received from the immediate supervisor, the aggrieved person may, within five (5) work days after receipt of that written response, appeal in writing to the director. Within five (5) work days after receipt of the grievance at Step 3, the director or his designee shall schedule a meeting with the aggrieved person, and no more than five (5) local Union representatives, if the employee so chooses, to discuss the grievance and attempt to resolve it. Within ten (10) work days after that meeting, the director or his designee shall provide to the aggrieved person and the Union a written response to the grievance.

The international representative may be present at this step. Meetings will be mutually agreed by between the director and the international representative.

Step 4. Board of County Commissioners/ Designee. If not satisfied with the written response received from the director, the aggrieved person may, within five (5) work days after receipt of the written response, appeal in writing to the Board of County Commissioners. Within twenty (20) work days after the receipt of the grievance at Step 4, the Board of County Commissioners shall schedule a meeting with the aggrieved person, Committee Person, the International Staff Representative, the Unit Chair Person, or Steward, and any Employer representatives the Board deems necessary. Within ten (10) work days after the meeting, the Board of County Commissioners shall provide to the aggrieved person and the Union a written response to the grievance.

Step 5. Intent To Arbitrate. If the grievance is not satisfactorily resolved at Step ~~5~~ 4, the Union will notify the director within ten (10) work days that the grievance will be submitted to arbitration.

Within fifteen (15) work days from the notice of intent to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as arbitrator from the panel of arbitrators as listed in Appendix A using the alternate strike method to select the arbitrator, with the Union striking first.

Section 8. Arbitration.

- A. The arbitrator shall have no power to add to or subtract from or modify any terms of this agreement.
- B. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.
- C. The arbitrator's decision shall be final and binding to the Union, all bargaining unit employees, and the County.
- D. The arbitrator shall be requested to issue his or her decision within thirty (30) calendar days after the conclusion of testimony, argument, and submission of briefs.
- E. The expense of the arbitrator's fees and services shall be borne equally by the parties. Each party will be responsible for compensating its own representatives and witnesses who are non-employees of the County. The grievant and a union representative will be granted leave with pay to attend arbitration hearings. The Union reserves the right to have an International Union, UAW Representative at arbitration hearings.

Section 9. If an employee elects to represent himself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claims by the employee. The Employer will advise the Union of the time and place of the grievance meeting and the Union shall have an opportunity to be present. If the employee represents himself, no adjustment to the grievance shall be inconsistent with the terms of the collective bargaining agreement. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure.

Section 10. The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling disputes between the Employer and the bargaining unit employees and the Union.

ARTICLE 7
PERSONNEL FILES

Section 1. Employees may receive copies of their personnel files, pursuant to a public record request, under Chapter 149 of the Ohio Revised Code.

Section 2. An employee may, through written authorization, request that the Union representative be permitted to review his individual personnel file. Union representatives shall

present the written authorization to the Employer or his designee as a condition of access to the individual's personnel file.

Section 3. Employees, or their Union representative as provided in Section 2 of this article, will be provided a copy of any non-confidential materials contained in their personnel files upon written request and agreement to bear the cost of duplication, provided that the employee was not given a copy of the document.

Section 4. Employees shall receive and sign a copy of any formal written warning, reprimand, or other notice of disciplinary action before it is placed in their personnel file. The signing of such form shall not indicate agreement, only acknowledgment of receipt of copy. If the employee refuses to sign the document, a statement to that effect shall be noted on the document and the employee shall not use his refusal to sign as a basis to challenge the validity of the action. Any formal written warning, reprimand, or other disciplinary action not received by the employee shall be removed from his personnel file upon request of the employee. Employees shall also receive a copy of any letter of commendation or appreciation and notice of any change in employment status.

Section 5. Employees will have the right to place in their personnel file materials which attest to their proficiency, experience, or newly acquired skills.

Section 6. Records of disciplinary action shall cease to have force and effect after a period of twelve (12) months for minor and major offenses, provided the employee receives no additional disciplinary action during the above-referenced period. Inactive disciplinary actions shall remain in the employee's personnel record.

ARTICLE 8 **SENIORITY**

Section 1. Seniority.

- A. Agency seniority shall be defined as the length of continuous uninterrupted service with the Jobs and Family Services division of the Employer. Seniority shall be measured in calendar days of employment with the Agency.
- B. Bargaining Unit Seniority shall be defined as the length of continuous uninterrupted service in a position included within the UAW bargaining unit as certified by SERB in Case Number 06-REP-05-0055. Such seniority is not altered by a change in title of position or by transfer, promotion, or other movement to positions within the bargaining unit. Effective May 13, 2011, for those persons who were not in the UAW bargaining unit originally as so certified by SERB at that time, bargaining unit seniority starts with the date of entry into a position in the UAW Supervisors bargaining unit.
- C. Time spent on sick leave, vacation leave, and other authorized leaves of absences shall not constitute a break in service, providing the employee is properly reinstated. An employee who is on an authorized leave shall earn seniority during said leave providing he is properly reinstated.

- D. Employees who are reinstated within one (1) year of any separation other than layoff shall not lose their seniority. However, no seniority shall be credited for the time spent separated from service.
- E. The Employer will make available for inspection all information necessary to research disputes as to proper seniority dates for employees. Should there be a grievance arising out of a dispute on seniority date(s) for the purpose of bidding, it will be waived to Step 3 of the grievance procedure as outlined herein.
- F. A Union representative shall bring all questions of seniority to administration for a factual resolution of the particular question.
- G. All Union time will be considered time worked for seniority.

Section 2. Seniority Lists.

- A. Whenever changes are to be made, the Employer agrees to provide to the Union an updated seniority list through a posting on the shared server. The seniority list shall contain the following information:

- Name of bargaining unit members
- Department and title
- Position and classification series
- Date commenced bargaining unit seniority

Prior to the posting, the parties will meet to review the seniority list.

- B. The Employer further agrees to provide the Union with notification of terminations, changes of classifications, and changes of status of bargaining unit members as soon as reasonably possible depending on the operational needs of the Agency.
- C. If there are two or more employees with the same hire date that bid on the same vacant position and are determined equally qualified, then the tie breaker will be the higher last four digits of the employee's social security number. The employee whose last four digits are higher shall be treated as more senior.
- D. The Chairperson and Committee Person shall head the seniority list for the purposes of layoff. Pursuant to Article 2, Union Representation, the Union shall notify the Employer of the persons holding these offices after elections and seniority lists will be adjusted accordingly.

Section 3. Loss of Seniority. An employee's seniority shall be terminated when one or more of the following occur:

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

- C. He is laid-off for a period of time exceeding thirty-six (36) months.
- D. He retires, whether service or disability.
- E. He fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority.
- F. He becomes unable to perform his job duties due to illness or injury and he is unable to return to work upon the expiration of any leave applicable to him, as defined herein (except unpaid personal leave).
- G. He refuses recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

Section 4. Seniority Frozen. If an employee is promoted outside of the bargaining unit, his bargaining unit seniority shall be frozen as of the time he left the bargaining unit.

Section 5. Job Audits.

- A. The Employer shall maintain position descriptions for each classification in the bargaining unit and notify the Union within ten (10) days of any changes.
- B. The employee may request an update of the position description to the supervisor. The supervisor will update the position description and request an official update of the position description from Administration.
- C. An employee may file a request for a job audit to be conducted by the Director or his designee if he believes that he is performing a significant number of duties of a position in a higher pay range. If the Employer determines that the employee is performing a significant number of duties in a higher pay range, it will correct the situation by ceasing to assign the employee those duties that do not properly fall within his pay range, and shall pay the employee for the time actually served at the higher rate of pay. The job shall then be posted for bid or be made to conform with the Agreement.

If an employee alleges that his duties have changed or that he is performing the duties of another higher paid bargaining unit position, he may or the Union may request a job audit to be conducted by the director or his designee. The job audit will be completed within 30 working days of the request. The time may be extended by mutual consent. The final appeal process shall be with a mutually agreed third party. Both the Union and the Employer will be permitted to provide the reviewer with written and oral evidence in support of their position. An employee may present his audit evidence.

If during the life of this agreement a third party is secured and a job audit is conducted for the entire bargaining unit, then a moratorium of all requests shall go into effect for the life of this contract.

No employee may request more than one (1) job audit in any two (2) year period beginning the date of the request unless he can demonstrate that the job duties have changed by at least twenty-five (25%) percent.

During the term of this agreement, the parties will discuss alternatives to this individual audit process and will adopt such an alternative process if agreed upon.

Section 5. Job Descriptions.

- A. During the term of this agreement, the Employer shall continue to utilize the job descriptions in use at the time of the ratification of this agreement.
- B. The Employer shall provide the Union with a copy of any new or changed job descriptions of bargaining unit employees at the time such changes are implemented.

Section 6. If the Employer determines that any job currently being performed by the UAW Bargaining Unit will be subcontracted or privatized, the Employer shall notify the Union. The parties shall thereafter meet to negotiate the effects of the Employer's determination.

ARTICLE 9
PROBATIONARY PERIOD/TRANSITIONAL PERIOD

Section 1. Probationary Periods.

- A. New Hires. Each employee shall serve a probationary period of one hundred-eighty (180) calendar days following any original appointment, whether by certification or provisionally.

If his services are found to be unsatisfactory, he shall be removed. An employee may be removed after completion of thirty (30) calendar days at his probationary period, and shall have the right to appeal or grieve the same. When an employee is removed under this section, a written statement of the reasons for the removal and a copy of the evaluation, signed by the director, showing the aspects in which the service was unsatisfactory shall be given to the employee and a copy to the Union.

- B. Probationary Periods for Lateral Transfers within the Same Pay Range. Each employee shall serve a probationary period following any requested lateral transfer. The probationary period for employees transferring within the same pay range shall be one hundred twenty (120) days.
 - 1. Employees shall be provided with written expectation and goals for one hundred twenty (120) day probationary period.
 - 2. The Union and employee shall be provided with a copy of expectations and goals at the time of placement.

If his services are found to be unsatisfactory, he may be removed during his probationary period at any time after the first thirty (30) days. A written statement of the reasons for removal and a copy of the evaluation, signed by the director, showing the aspects in which the service was unsatisfactory shall be given to the employee, and a copy to the Union. When an employee is removed during the probationary period, he shall be returned to his same or similar classification held immediately before the transfer.

- C. Promotions. Each employee shall serve a probationary period of one hundred eighty (180) days following any promotion. If his services are found to be unsatisfactory, he may be removed. The employee shall have the right to grieve the removal pursuant to

Article 6, Section 1 thereof. An employee removed after completion of one half (1/2) of his probationary period shall have the right to grieve the same. When an employee is removed, a written statement of the reasons for this removal, and a copy of the evaluation, signed by the director showing other respects in which the service was unsatisfactory shall be given to the employee, and a copy to the Union. When an employee is removed during the second ninety (90) days or one-half (1/2) of his probationary period, he shall be returned to the same or similar classification held immediately before the promotion.

- D. Extending Probationary Periods. An employee's probationary period may be extended by the number of days he/she is off duty for any cause.

ARTICLE 10

EVALUATION PROCEDURE

Section 1. Excluding performance evaluations of newly hired employees and transitional evaluations of promoted, transferred, or demoted employees, employees shall be evaluated on an annual basis. Additional special evaluations as required by the Employer may be performed due to any change in positions or classification (whether temporary or permanent), or change in supervisors.

Section 2. The purpose of the evaluation procedure is to inform the employee of his strengths and/or weaknesses as related to job performance. An employee may appeal his evaluation through the informal appeal procedure by discussing the evaluation with the department head, and if desired, to add a written rebuttal to the evaluation. In no instance shall employee evaluations be appealable through the grievance procedure contained in this agreement.

Section 3. The parties agree that should the Employer not complete a performance evaluation on a promoted, transferred, demoted, or newly hired employee in the time limits set forth in this agreement, the employee will be considered to have successfully completed the applicable probation or transition period.

ARTICLE 11
CLASSIFICATION, VACANCIES, PROMOTIONS

Section 1. Table of Organization.

- A. The Employer shall at all times and in every instance have the right to establish or abolish positions. The classifications, qualifications, and educational requirements for these positions shall be determined by the Board of County Commissioners.
- B. Whenever the Employer determines it appropriate to create a new job title or job classification, or restructure or redefine an existing one in the bargaining unit, it shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and schedule initially determined for such job title and classification no later than twenty-five (25) work days prior to posting said position. The Employer and the Union shall meet and discuss the new title, minimum qualifications and position description. Such wage rates and criteria shall be designated as temporary. Following such notice to the Union, the Employer may proceed to staff such job title or classification. The Union shall have the right, from receipt of notice from the Employer, to initiate negotiations concerning the initial wage rates or criteria established as temporary by the Employer. If negotiations are not so initiated or if agreement is reached between the parties within sixty (60) calendar days following receipt of notice from the Employer concerning the wage rates and criteria the temporary designation shall be removed from the job title or classification. If an agreement is reached, the job title or classification shall then adhere to contract compliance. If negotiations are initiated and the parties are unable to reach agreement following receipt of notice from the Employer, the issue may be pursued by the Union through the grievance procedure.
- C. All employees in the bargaining unit during the life of this agreement shall continue to perform the duties of the classifications they currently hold unless negotiated and agreed to by the parties to change job content.
- D. The parties agree that the labor agreement is applicable to all employees in classifications as certified by SERB. The aforementioned employees are by agreement of the parties, exempt from testing requirements and will be promoted within the bargaining unit based solely on the criteria listed in Article 8, Section 2 (C) of the agreement and be deemed permanent employees after completion of the probationary period as described in Article 9, Section 1 (D) of this section.

Section 2. Vacancies Defined.

A vacancy is defined as an unfilled position where the director has created a new position or has increased the number of positions in the current table of organization or when an opening occurs in a position as a result of a promotion, transfer, or termination, and the director has determined that filling the position is a priority.

Section 3. Job Opening and Promotions.

- A. When vacancies exist, jobs shall be awarded based upon the provisions of this section. All promotions will be granted in accordance with this section. Management reserves the right to create or purchase competitive tests. All tests will be reviewed with the bargaining unit as to type and job relevance. All bids will be reviewed for meeting minimum qualifications. Those who do not meet the qualifications will be notified in writing as to the specific lack of qualifications.
- B. The eligible bidders will receive a structured interview or a copy of the current job description with the opportunity for discussion with the supervisor or administrator of the vacant position.
- C. Bid notices for promotions shall be posted in accordance with the terms of this section.
- D. All timely filed bid notices or applications will be reviewed within twenty-five (25) working days from the deadline of submission. Notification of the Employer's decision will thereafter be given as soon as reasonably possible, but no later than sixty (60) days after the original posting date.
- E. The Employer shall fill all promotional vacancies from within, insofar as practical, and provided that qualified internal applicants exist. Consideration shall be given to those employees who have completed their probationary period, or are within two (2) weeks of completing their probationary period, and have demonstrated satisfactory performance.
- F. All applicants who meet the minimum qualifications will be considered and selection will be made based on skill, ability, and experience. If two or more applicants possess substantially equal skill, ability, and experience, seniority will govern. In any case where the Union grieves the Employer's decision regarding the filling of a position, the Union must show that the selected employee was not the most qualified.
- G. On a promotional bid, if the employee filling the position is found to be unsatisfactory during the promotional probationary period, he shall be returned to the same or similar classification held immediately before the promotion and the opening shall be reposted.

Section 4. Contents of Posting.

- A. Each posting for a vacant position shall indicate the classification, the location of the job, the division, the immediate supervisor, the pay range, the minimum qualifications, the date that the notice is posted, and the deadline for submission of bids of not less than five (5) working days from the date of the posting.
- B. The criteria shall be provided with each posting prior to posting of the position. When there is a change in criteria, it shall be given to the Union at least five (5) days in advance of posting.
- C. When any person is selected using the criteria, that person shall be notified in writing that they may have to vacate the position if awarded the position utilizing the incorrect

criteria. The displaced person shall be returned to a position in his previous classification.

Section 5. Submission of Bids.

The Union representative may submit a bid for a vacant position on behalf of an employee who is not present at work during the posting period. Such bids shall be signed by the representative on behalf of the employee and shall be verified by the employee promptly upon his return.

All timely filed bid notices or applications will be reviewed by the administration and the jobs will be awarded. The successful candidate will be notified within ten (10) days of selection. No placement shall take place before ten (10) calendar days after notification in order to allow review of the selection by the Union. If a chosen person cannot be placed in his/her new position through no fault of his/her own, he/she shall commence the higher pay pursuant to the time limits of this section. If by mutual consent of the Employer and the Union there is an extension of the time limit or a request for an extension by the successful candidate, higher pay will commence on the agreed date by the parties.

Section 6. Lateral Transfers within the Same Pay Range

- A. Employees may request a lateral transfer in the same pay range. An employee may request a lateral transfer when a vacancy occurs, and the request shall be honored by seniority before positions are offered for promotion.
- B. An employee who desires a lateral transfer shall make application, in writing, to the administration prior to or at the time the position will be posted. The application must be for a specific position in the same pay range. The Employer shall select the employee who possesses the most seniority, provided the applicant possesses the skill and ability to perform the work.
- C. An employee who transfers pursuant to this section shall be required to serve a probationary period and be evaluated in accordance with Article 9 of this agreement to determine whether or not the employee possesses the skill and ability to perform the work of the position to which he has transferred.
- D. Transfers in the same pay range can be made by an employee not more than once within twelve (12) months from the effective date of the transfer.
- E. Seniority does not apply with respect to any work assignment within a classification nor shall it limit the Employer's right to assign or transfer any employee to any other work assignment within his job classification provided that such job assignment or transfer is not discriminatory or arbitrary.
- F. Any employee transferred through this article will have any discipline related to job performance remain active for twelve (12) months after the transfer beginning with the original date of imposition of the current discipline. The active discipline may be used to support progressive discipline if the job performance does not improve.

- G. Any employee who accepts a position through lateral transfer will be expected to remain in the position for one (1) year unless they do not successfully complete probation.

Section 7. Notification – New Employees.

- A. The Employer agrees to notify the Union, in writing, of any new employees in the bargaining unit. The writing shall contain the name, unit and supervisor of the new employee. Such notification shall be transmitted by the department to the Union within fourteen (14) calendar days of the date that the new employee commences employment.
- B. When new employees are hired, a representative of the union will be allotted thirty (30) minutes to meet with the new hire. Each new employee shall be given a copy of the current contract by the Union.

Section 8. Job Classifications and Descriptions.

- A. If job classifications other than supervisory classifications are established after the date of this agreement, the Employer and the Union will meet to discuss whether such classifications should be added to the existing bargaining unit as described in Article 1, Section 2.
- B. **Demotions.** When an employee makes a request for a demotion, that request shall be in writing and forwarded to the human resource department. At no time will a demotion be considered for an employee who has not completed his original probationary period. The human resource department shall hold the request in abeyance until the following has transpired:
 - 1. All applications for promotional bid have been received.
 - 2. The promotional criteria have been followed and selection has been made.
 - 3. When the selection has been made, the human resource department shall award the job to the most senior qualified person among all the employees who have requested the demotion or the promotional bidder.
 - 4. If the selected person is not the person requesting the demotion, the Employer may offer the person requesting the demotion the resulting vacancy.

Section 9. Temporary Working Level.

- A. The parties recognize that the Employer may from time to time require an individual to work in a classification with a rate of pay higher than the employee's own rate of pay. When an employee is designated by a specific written action of the Employer to work in a classification, in a position within or out of the bargaining unit, with a rate of compensation higher than the employee's rate of compensation, the employee shall be paid at a higher rate of compensation if the employee continues in the position for a period of longer than one (1) work week. Once the employee has continued service in the position for a continuous period in excess of one (1) week, he shall receive a pay

adjustment, which shall relate back to the date that the employee was assigned the duties of the higher position. The pay adjustment shall increase the employee's base rate of compensation to the greater of either the classification salary base of the higher level or a rate of pay at least five percent (5%) above the employee's normal base rate of compensation. All time worked will be included toward bargaining unit seniority when the position is within the bargaining unit. Any employee serving in a temporary working level outside the bargaining unit shall accrue bargaining unit seniority for the period spent outside the bargaining unit.

- B. Notwithstanding part A, if any employee works in any higher pay range more than twenty-four (24) hours in any thirty (30) day period, he shall be compensated for all hours worked through this section.
- C. Temporary positions are those positions in which work is of a temporary nature and a specific duration, normally not to exceed six (6) months except when the temporary employee is doing the work of an employee on an approved leave of absence. In such cases, the duration shall not exceed the approved leave of absence. Temporary transfers shall be offered to employees who work in a classification performing same or similar duties as are performed in the vacant position based on seniority and job-related qualification. Each person working in a Temporary Working Level shall receive notice of this prior to placement. The notice shall include beginning date, pay rate, and anticipated end date. If at the end of the six (6) months the Agency determines that the position should be continued on a full-time basis, the position shall be deemed permanent and posted and filled in accordance with the provision of Section 2 of this article.
- D. For purposes of determining the employee's previous performance in a position, the employee's supervisor shall cause a written evaluation of the employee's performance in the temporary position to be completed. The evaluation shall be presented to the employee and the employee shall have the opportunity to make written comments. The evaluation shall be entered into the employee's personnel file and shall be used solely for the purpose of determining the employee's fitness to assume a temporary higher classification in the future should the opportunity again arise.

Section 10. Job Descriptions and Career.

- A. The County agrees to provide to the Union upon the request of the local union representative or the UAW staff representative current job descriptions for each classification.

The County agrees to make best efforts to announce and to post as soon as possible after receipt all career opportunities including state and county test announcements. This shall be done through the use of the agency bulletin board and/or e-mail.

Section 11. Rehire/Retiree.

The Employer shall be the sole judge in the necessity of rehiring retired employees to perform bargaining unit work. The Employer must demonstrate that the agency's classification workload

is short staffed. The utilization of this section shall not be used to erode the bargaining unit. The following conditions shall apply:

1. The employee shall serve a probationary period of ten (10) work days.
2. The Employer shall not utilize this program in the event of a strike or during time of a layoff.
3. A person can only be rehired once in a twelve (12) month period starting from the first day of rehire.
4. Union dues shall be deducted.
- a. An agreement shall be made in writing with all specified information relating to the rehire. A copy shall be given to the Union.

ARTICLE 12

LAYOFF AND RECALL

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

Section 2. Meet and Discuss. Before any employee is given notice of layoff, the Union and the Agency will meet immediately for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs

Section 3. Layoff Order. When because of lack of work, lack of funds, reorganization, or abolishment of job or functions, the Employer determines it necessary to reduce the size of the workforce, layoffs shall occur in the following order:

- A. Newly hired employees who have not completed their probationary period.
- B. The employee with the least bargaining unit seniority in the bargaining unit.

Section 4. Notice of Layoff.

- A. Each notice of layoff shall contain the following information:
 1. The reason for the layoff or displacement;
 2. The date of layoff or displacement becomes effective;
 3. The employee's seniority date in the bargaining unit;
 4. A statement advising the employee of the right to recall and reemployment;

5. A statement advising the employee of his option to take the layoff directly in addition to his bumping/displacement rights; and
 6. A statement indicating that if an employee is laid off, he will be notified of his COBRA rights.
- B. The Employer shall give written notice to the Union Chairperson or his/her designee no less than twenty-one (21) days in advance of any layoffs. The notice will provide the Union with a list which will indicate how many employees will be affected, what departments are being reduced, and which classifications are being affected. The Employer will also provide a list with all employees in the classifications affected by the layoff, similar classifications, and classifications previously held by affected employees.
- C. Employee(s) scheduled for layoff shall be given a minimum of fourteen (14) calendar days advance notice of layoff. The Employer will make a reasonable effort to meet with each employee individually. The Employer may provide this notice by e-mail and by regular mail, or another method mutually agreed with the Union.

Section 5. Bumping.

- A. The employee(s) shall notify the Employer of his/her intent to bump within five (5) work days of the notice of layoff. Employees may only bump another employee with less seniority in a same or lower pay range or similar job title within the bargaining unit.
- B. Employees who are bumped by an employee with more seniority shall be able to bump another employee with less seniority in a same or lower rated job title pursuant to the provisions of this article. If a layoff occurs and there are two (2) or more employees with the same hire date, then the tiebreaker shall be the last four (4) digits of the employee's social security number. The one that is the largest will be awarded the position.
- C. At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provision shall be laid off.
- D. Employees who are laid off shall have the option of bumping another employee pursuant to the above provision, or being directly laid off by the Employer. A more senior employee may voluntarily accept a layoff. The Union will notify the Employer if there is a more senior employee who wishes to take the layoff.
- E. Any employee displaced by the bumping process may exercise his right to bump as though he had been laid off. Any employee who elects a voluntary layoff or elects not to exercise his bumping rights shall be considered to be laid off.
- F. In all cases where one employee is exercising his seniority to bump another employee, his right to bump into another department is subject to the conditions that he meets the minimum qualifications as set forth in the position description. The employee shall have a thirty (30) day orientation period in which to demonstrate that he is able to perform the functions and duties of the position into which he is attempting to bump. The orientation

period may be extended by thirty (30) days by mutual agreement of the Employer, the employee, and the Union. Failure to demonstrate that he has the requisite abilities may result in lay off.

- G. The Chairperson and Committee Person shall head the seniority list for the purpose of layoff and recall only.

Section 6 . Recall Rights.

- A. Recall Period. Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for three (3) years from the date of his layoff.
- B. Notice of Recall. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail and a copy sent to the Union. An employee who refuses recall or does not report for work within ten (10) work days from the date the Employer mails the recall notice shall be considered to have resigned his position and forfeited all rights to employment with Employer.
- C. Refusal of Recall. In the event an employee refused recall to a classification from which he was laid off, such employee shall lose recall rights. In the event that an employee accepts or refuses recall to a classification other than the one at the same pay grade as that from which he was laid off, that employee shall remain on the recall list and shall retain recall rights to his original classification for three (3) years from the effective day of layoff.
- D. Recall Extension. 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.
- E. Recall Positions. A laid off employee will be recalled to the first available job position that he/she may be qualified to perform in accordance with his/her seniority, except that an employee cannot be recalled to a position in a pay range higher than that from which he was laid off. The employee shall have a thirty (30) day orientation period in which to demonstrate that he is able to perform the functions and duties of the position into which he is recalled. The orientation period may be extended by thirty (30) days by mutual agreement of the Employer, the employee, and the Union.
- F. Recall Lists. Recall lists shall be kept current by the Employer and posted on the bulletin boards and/or e-mail agreed to by the Union. The Union president/chairperson shall be furnished and/or forwarded a copy of all recall lists as they are made current by the Employer. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the Employer.

ARTICLE 13
HEALTH AND SAFETY

Section 1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 2. Employees must report job-related injuries. Employees are also responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools, and supplies provided by the Employer, and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established. The responsible supervisor or department head shall note all reports of safety complaints and forward copies to the designated Safety Officer. Safety Officer will investigate any safety complaint or incidents reported. If he believes that corrective action is necessary, he shall make such recommendations concerning corrective action to the Employer. The recommendations of the Safety Officer are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

Section 3. When work place engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g. ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 4. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 5. It is the Employer's responsibility to administer and enforce compliance with Occupational Safety and Health Administration requirements.

Section 6. Should the employee or Union seek remedy before any other agency on a safety or health complaint involving an allegation of a violation of a safety standard, then any request for arbitration of a grievance on the complaint shall be held until the agency responds. If no response is received within sixty (60) calendar days, the Union shall reserve the right to move the arbitration of the grievance forward.

Section 7. First aid kits shall be provided by the Employer in each department.

Section 8. Emergency procedures shall be developed by the Safety Officer. These procedures will be reviewed with employees and posted for reference in prominent locations within the facilities.

Section 9. Procedures for responding to medical and physical emergencies and provisions for emergency physical safety of the employees and the protection of the surrounding areas will be appropriate issues for discussion in labor/management meetings.

Section 10. Health and Safety Meetings.

The agency shall send a representative to all Health and Safety Meetings conducted by the County. Said representative will notify the employees of any new rules or regulations governing a healthful and well maintained work place and the Union will receive a copy of all minutes or other records from these meetings, if available.

**ARTICLE 14
DRESS CODE**

Section 1. The Employer and the Union acknowledge and agree that employees shall have an obligation to maintain reasonable grooming, attire, and appearance standards as established by the Employer.

**ARTICLE 15
STANDARDS OF CONDUCT**

Section 1. The employees shall conduct themselves in an overall manner suitable with their position as representatives of a public agency dealing with the general public.

**ARTICLE 16
CORRECTIVE ACTION DISCIPLINE**

Section 1. Corrective Action

- A. It is mutually agreed by the Employer and the Union that the most effective means of maintaining discipline in the workplace is through the promotion of cooperation, of sustained good working relations, and of the self-discipline and responsible performance expected of mature employees. In those cases where specific corrective action becomes necessary, the disciplinary measures taken should have a constructive effect.

- B. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:
 - 1. Documented verbal warnings

2. Written reprimand.
3. Suspension without pay or suspension of record (i.e., paper suspension). At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension for a suspension without pay. Record of suspension will be maintained.
4. Demotion.
5. Discharge.

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

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Generally, the Employer agrees that discipline should be issued in a timely manner and will make best efforts to notify an employee of potential disciplinary action within forty-five (45) days from discovery of the incident leading to the discipline. The Union acknowledges that timeliness may be affected by such factors as the length of time required for an investigation, the need for confidentiality in any such investigation, etc. The Union has the right to challenge the reasonableness of any delay in the issuance of discipline.

Section 4. Predisciplinary Conference. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to provide the employee with the opportunity to respond to the charges. The Employer shall notify the employee and the Union in writing of the charges against the employee, the underlying factual basis for the charges (including date and time if known), and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within three (3) days of the notice.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent

with the terms and provisions of this agreement. Resolution to disciplinary action, where the employee has declined Union representation, shall not serve as precedent in future disciplinary matters.

Section 5. Appealable disciplinary actions must be grieved at the applicable level of the Grievance Procedure as set forth in Article 9 of this Agreement within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a suspension, demotion, or discharge may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 6. The Union, on behalf of all the employees covered by this Agreement, and on its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

Section 7. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited, to the extent necessary, to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

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

Section 8. Records of disciplinary action shall cease to be considered in future discipline matters according to the following schedule:

Documented Verbal Warnings and Written Reprimands	twelve (12) months
Suspensions and Demotions	eighteen (18) months

ARTICLE 17 **INCLEMENT WEATHER**

Section 1. In the event that the County offices are closed by the Board of Commissioners, the offices of the Department of Job and Family Services will also be closed. Employees shall be granted time off with pay when the buildings have been officially closed.

Section 2. Employees who have received prior approval for vacation or sick leave that occurs on a day(s) when the offices are closed, pursuant to the provisions of Section 18.1, shall be charged vacation or sick leave for such day(s) off. However, if an employee works the day before and the day after a day(s) the offices are closed, pursuant to the provision of Section 18.1, he/she shall not be charged vacation or sick leave for such day(s).

Section 3. If a local weather advisory is issued by the Board of County Commissioners, i.e., a two-hour delay, the employees shall be granted a two-hour delay time of their scheduled start time, without loss of pay. It is understood that any time after the two-hour delay process, the employee may use his or her own vacation or personal leave time or time without pay.

ARTICLE 18
LEAVES OF ABSENCE

Section 1. Sick Leave.

- A. Employees shall earn sick leave at the rate of 4.60 hours for every eighty (80) hours in any active pay status. This includes those periods when an employee is using accumulated sick leave, but does not include time during a leave of absence or time in no pay status.
- B. Sick leave (1/2 hour increments) shall be granted to employees upon approval of the department for the following reasons:
1. Illness or injury of the employee or a member of the employee's immediate family. For purposes of the use of sick leave, immediate family shall be defined as an employee's spouse, mother, father, child, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, or other person for whom the employee is the legal guardian or stands in place of a parent (in loco parentis), e.g. step child.
 2. Medical, dental, or optical examinations or treatment of the employee or member of the immediate family.
 3. Periods when the employee or a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 4. Pregnancy and/or childbirth and other related conditions.
- C. To request the use of sick leave, the employee shall complete a signed, written statement explaining the nature of illness or other reason for using sick leave. This form may be obtained from Administration.
- D. For absences of four (4) days or more, the employees shall submit a dated certificate from a certified or licensed medical provider or their designee, either signed in original ink by only the provider, or with an authorized stamp affixed thereto in original ink on their letterhead, and stating the exact nature of the illness. If a signature stamp is affixed, it shall be done only by the medical provider or his designee. Falsification of a signed statement or the physician's certification will be grounds for disciplinary action up to and including dismissal.

- E. When sick leave is required to care for a member of the immediate family, the Appointing Authority may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.
- F. An employee who transfers from a public agency to this agency, or who is reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years.
- G. An employee unable to report to work must call off to the call off line no later than one-half (1/2) hour prior to their start time. The employee may utilize the call off line on a twenty-four (24) hour basis, still adhering to the above policy. The call off number shall be made available to employees.
- H. Application for sick leave with intent to defraud will result in disciplinary action including dismissal.
- I. If an illness or disability continues past the time covered by earned sick leave, the employee may request an unpaid disability leave of absence pursuant to Section 4 D of this article.
- J. An employee shall at the time of retirement under a State retirement system be paid twenty-five (25%) percent of his accumulated but unused sick leave. However, no employee shall be paid for more than thirty (30) days of accumulated but unused sick leave (i.e., 25% of 120 days or up to a maximum of 240 hours).
- K. Abuse of sick leave shall be regulated by the provisions of Article 16, Corrective Action/Discipline, in addition to the provisions of this section. Before an employee is disciplined for abusing sick leave, the employee's supervisor shall have a conference with the employee at least ten (10) days before the imposition of any discipline. The employee shall have a right to have a steward present at the conference.
- L. The Employer agrees to award a Personal Leave incentive of two (2) Personal Leave hours to employees for non-use of sick leave per quarter. Further, employees with non-use of sick leave for four (4) consecutive quarters shall be awarded four (4) additional hours of Personal Leave hours.

Section 2. Donation of Sick Leave.

Employees may donate sick leave to a fellow UAW bargaining unit employee who is otherwise eligible to accrue and use sick leave. The intent of the Leave Donation Program is to allow employees to voluntarily provide assistance to their coworkers who are in critical need of leave due to a life threatening serious illness or injury.

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

1. Any family member covered under Section 1, (B 1) of this article;
 2. Has a serious illness or injury;
 3. Has no accrued sick, personal, vacation, or compensatory time and
 4. Has successfully completed his probationary period; or
 5. Has made the request for Leave Donation prior to him or her returning from sick leave.
- B. Employees may donate leave if employee donating meets the following criteria:
1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned; and
 2. Donates a minimum of eight (8) hours or less as needed; and
 3. Retains a leave balance of at least two hundred forty (240) hours of sick time. Leave shall be donated in the same manner in which it would otherwise be used.
- C. The Leave Donation Program shall be administered by the Union with notification of usage of the Employer, on a pay period by pay period basis. Employees using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit.
- D. Employees who wish to donate sick leave shall certify:
1. The name of the employee for whom the donated leave is intended; and
 2. The type of leave and number of hours to be donated; and
 3. That the employee will have a minimum sick leave balance of at least two hundred forty (240) hours; and
 4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

The Employer shall ensure that no employees are forced to donate leave. The Employer shall respect an employee's right to privacy. However, the director may, with the signed permission of the employee who is in need of leave, inform employees of the coworker's critical need for leave. The Employer shall not directly solicit leave donations from employees; the donation of leave shall occur on a strictly voluntary basis.

Section 3. ADA Conformance.

The Union and the Employer agree this contract will comply with the Americans with

Disabilities Act (ADA). If an employee with a bona fide disability under the ADA makes a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The Union recognizes that the Employer must comply with the requirements of the Americans with Disabilities Act (ADA) even where a conflict may exist between the ADA and this Agreement. The Union has the right to grieve the accommodation made by the Employer if the accommodation is unduly preferential.

Section 4. Leaves of Absence.

- A. Leaves of absence (e.g., military leave, disability leave, family medical leave, court leave, and any other authorized by law) shall be treated in accordance with the applicable provision of the Ohio Revised Code and the Ohio Administrative Code, and the Family & Medical Leave Act except where specifically modified by a provision of this agreement.
- B. Family Medical Leave. Family Medical Leave will be granted in compliance with the Family Medical Leave Act. An employee on an approved Family and Medical Leave will retain health benefits but remains responsible for his portion of those benefits.

The Employer will permit, but will not require employees to substitute unused vacation time or personal time for unpaid FMLA leave.

- C. Unpaid Leave of Absence. Any request for an unpaid leave of absence that is not specifically governed by state or federal law may be granted to an employee at the sole discretion of the Director.
 - 1. An employee may, upon request, return to work prior to the expiration of any leave of absence. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence pursuant to Subsection 3 below shall be just cause for removal.
 - 2. Return to Work. An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period of such leave. Upon return to work, an employee shall be placed in the classification and department from which he left or the same or a similar position if his position no longer exists. Any other employee holding his position during his absence on unpaid leave is subject to displacement upon his return.
 - 3. If it is found that any leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work. Notice of the cancellation of the leave shall be in writing with the reason for the cancellation stated.

4. An employee who fails to return to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be absent without leave and may be subject to removal.

D. Unpaid Disability Leave.

1. A physically or mentally incapacitated employee who has been employed by the agency for at least one (1) year and who has exhausted all available paid leaves (sick, vacation) and available Family and Medical Leave, may request a disability leave without pay. Requests for disability leave shall be submitted in writing to the Employer as soon as possible prior to the requested date, and accompanied by an original signed licensed practitioner's statement which includes the anticipated probable date on which the employee will be able to return to work. Upon the Employer's approval, the disability leave will begin on the date the licensed practitioner certifies that the employee is unable to perform the essential functions of his position. The disability leave will end on the date on which the licensed practitioner releases the employee as medically able to return to work.
2. Approval of unpaid disability leave is in the sole discretion of the Employer. If the request is denied the Employer will require the employee to submit to an examination, conducted by a licensed practitioner, to determine the employee's physical and/or mental capability to perform the essential functions of his position. The cost of such examination shall be paid by the Employer. If it is determined that the employee is unable to perform the essential functions of his position, the Employer may proceed with an involuntary disability separation.
3. Return to Work. An employee who is on an approved leave of absence provided herein shall accumulate seniority during the entire period of such leave. Upon return to work, an employee shall be placed in the position and department from which he left or a similar position if his position is no longer available.
4. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. Failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.
5. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. The employee shall first obtain and provide to the Department the original release from the treating health care provider, which release shall state that the employee is able to perform the essential functions of the employee's position.
6. If an employee is unable to return from a disability leave by the time such leave expires, the Employer may proceed with an involuntary disability separation. The employee may later receive consideration for re-employment to a vacant position in the agency for which he is qualified once he is certified by his licensed practitioner as medically able to return to work. This provision does not apply to

an employee who is on a PERS disability retirement who will be reinstated pursuant to state law.

- E. Civic Duty Leave. Any compensation or reimbursement for jury duty or for court attendance compelled by the subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Employer for transmittal to the County treasurer. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time, personal time, or a leave of absence without pay granted pursuant to the Director's discretion. An employee who is an appellant in any action before the State Personnel Board of Review and who is in active pay status at the time of a scheduled hearing before such Board shall be granted court leave with full pay for the purposes of attending the hearing.
- F. An employee may request a leave without pay, to be granted at the discretion of the director, for education leave so long as the purpose of the leave is related to the operation of the Employer. An agreement for restoration of time to be worked out will be negotiated before leave is granted or an employee may opt to reimburse the Employer for itemized expenses and resign prior to the expiration of the agreed upon time.

Section 4. Bereavement Leave

- A. In the event of a death in an employee's immediate family as defined herein, the employee shall be entitled to bereavement leave with pay, in accordance with the schedule listed below. Written verification of the death of a family member shall be submitted within two (2) days of the employee's return to work. The director may grant additional unpaid time off or an employee may use accumulated vacation or personal time for additional time off, if needed. Bereavement leave shall include the day of the funeral as long as the funeral is on a work day.
- B. An employee shall be entitled to bereavement leave of up to five (5) consecutive work days with pay in the event of the death of an employee's spouse, mother, father, child, sister, brother, or a legal guardian or other person who stands in place of a parent (in loco parentis).

An employee will be entitled to bereavement leave with pay of up to five (5) consecutive work days in the event of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step mother, step child, step father or step siblings. In the event of a former mother-in-law or father-in-law, the employee will be entitled to three (3) days vacation or three (3) days unpaid leave.

In the event that the death is of a relative other than a member of the immediate family as defined in this article, an employee shall be entitled to utilize accumulated vacation leave for two (2) days if the funeral is within the State of Ohio, or five (5) days if the funeral is outside the State of Ohio.

Section 5. Personal Leave.

- A. **Accumulation and Use.** Each bargaining unit employee shall earn and accumulate personal leave at the rate of 1.23 hours of personal leave for every eighty (80) hours in active pay status. Bargaining unit employees may apply for and use personal leave as set forth herein below:
1. An employee, subject to having a sufficient amount of personal leave to their credit, may apply for and use personal leave in units of one (1) hour and no more than eight (8) hours maximum. Personal leave may be used one (1) or more days at a time at the discretion of their supervisor.
 2. Their supervisor, after determining that their employee has a sufficient credit of personal leave; and after insuring that granting their request for personal leave shall not interfere with the operation of the supervisor's unit, shall grant the leave requested. If granting their request would, in the opinion of the supervisor, impede the operation of his unit due to a staff shortage, then the supervisor may deny the request for personal leave. Otherwise, the consent of the supervisor shall not be unreasonably withheld. The supervisor shall respond to the request for personal leave as soon as possible after the presentment of the same.
 3. Upon separation from the service with the department, any employee who has completed one (1) year of service at the Mahoning County Department of Human Services as of the date of separation shall be entitled to compensation for accrued but unused personal leave as of the date of separation. Compensation shall be at the employee's then current rate of pay.
 4. An employee may elect to cash out personal time adhering to this procedure. The cash out request must be made between January 1 (in the year of the request) and no later than November 15. The request must be in writing, signed and dated. No request submitted after November 15 (in the year of the request) shall be paid out.
- B. **Emergency Use.** Unlimited times per calendar year, an employee who has accumulated to his/her credit a sufficient amount of personal leave may use personal leave without requesting the use thereof in advance; provided, however, that the employee has notified his/her supervisor one-half (1/2) hour before start time, on the day on which the employee uses the leave; and, further provided that the employee completes and submits to his/her supervisor the request form no later than 12 noon on the day that the employee returns to work after the use of personal leave. Failure to notify the supervisor within the time period set forth above, or, failure to timely complete the requested form shall result in a denial of the use of personal leave; and, the employee may be subject to discipline for unauthorized leave. The leave applied for and used under the provisions of this paragraph may be used in the same increments set forth above.

ARTICLE 19 **INJURED ON DUTY AND TRANSITIONAL WORK**

Section 1. Injury on Duty Leave. When an employee is injured in the course and scope of

employment while actually working for the Employer on regular assignment and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured On Duty Leave (IOD), 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/light duty. The employee shall be paid for the rest of the day on the date of the injury and those days going forward from the date of injury during the IOD period provided that he satisfies the eligibility requirements of Section 2. There shall be no loss of benefits provided by this agreement during the period of IOD.

Section 2. Eligibility. To be eligible for injured on duty leave, the employee shall:

1. Follow the Incident Reporting Policies of the Employer.
2. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts and circumstances surrounding the injury, and any other information supporting the granting of Injured On Duty Leave.
3. Furnish the Employer with a signed Mahoning County Authorization(s) to release Medical Information relevant to the claim.
4. File for Worker's Compensation benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.
5. Provide a medical certification from a physician on the list of County approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.

Section 3. Healthcare Coverage. An employee's healthcare coverage shall remain in effect during the period that he is receiving Injured on Duty Benefits.

Section 4. Independent Medical Review. The Employer reserves the right to require the employee to have an independent medical examination by a physician selected and paid for by the Employer at any time when the employee is receiving Injured on Duty Leave and reserves the right to review the employee's status every thirty (30) days.

Section 5. Rate of Pay. Injury on Duty leave will be paid at the employee's current hourly rate at the time of injury for a period not to exceed three (3) months from date of injury.

Section 6. Denial of Workers' Compensation Claim/Reimbursement. If, for any reason the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said leave shall cease and the employee shall reimburse the County for any amounts paid pursuant to this section. The Employer may exercise its right to reimbursement through payroll deduction either in pay or accrued time or a combination of the two. Any payroll deduction by the Employer

shall not exceed more than five percent (5%) of the employee's pay but will not exceed twenty-six (26) pay periods. The method of reimbursement shall be reduced to writing.

Section 7. Concurrent FML/Exhaustion of Injury on Duty Benefits. In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with IOD benefits used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, and personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 8. Transitional Work/Light Duty Program. The Transitional Work Program will be used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury.

- A. At any time an employee is released to return to work with restrictions, the employee, prior to starting work, shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as light duty.
- B. The Employer will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee.
- C. The Employer will determine if the employee is eligible for assignment to the Transitional Work Program. The Employer will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days. The assignment of the employee will not cause the displacement of any other employee from any bid position. The transitional work assignments will fall outside of the bidding processes and will be discretionary assignments by the Employer. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.
- D. At the end of sixty (60) calendar days, the Employer and the employee's medical provider will make a decision as to the employee's availability to return to his regular assignment. It will be the expectation of the Employer that all employees will make the transition into their regular assignment within the sixty (60) calendar days.
- E. If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Employer may extend the transitional assignments for a period of ten (10) more working days.
- F. An employee that was injured in a work-related incident will not be eligible to return to Injured on Duty status at the expiration of the sixty (60) calendar days of Transitional Duty.
- G. The Employer may determine the maximum number of employees permitted on Transitional Work/light duty at any time.

Section 9. False Claims/Abuse. The Employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, who abuses the privilege covered in this article, or who works for another employer while on injury leave. Any such employee will also be subject to disciplinary action within two years of the discovery of the false claim or abuse. Examples of what might constitute “abuse” as used in this section include but are not limited to an employee's refusal to perform the duties associated with his/her transitional work/light duty assignment or failure to comply with the terms outlined in this Agreement.

ARTICLE 20 **WORK DAY/WORK WEEK**

Section 1. The standard work week for all employees covered by the terms of this agreement shall be forty (40) hours, and the standard work day shall be eight (8) hours. The normal work week shall be five (5) consecutive days, Monday through Friday, for a total of forty (40) hours per week.

Section 2. Shift Preference and Workweek.

- A. The standard workweek for the agency will be forty (40) hours. Starting and ending times will be no sooner than 7:00 a.m. and no later than 5:45 p.m. Based on employee selection and the needs of the assigned work unit, there will be an unpaid 30 to 45-minute lunch period during the workday. Employees of the bargaining unit shall be paid for eight (8) hours of work in the workday provided they are in active status during the entire workday. Employees who work beyond their scheduled day without approval will not be paid overtime. The Employer shall not have any employee work any hours outside of the normal workday of staggered work hours of 7:00 a.m. to 5:45 p.m. No employee shall work beyond his or her selected hours without the prior approval of overtime.

- B. The department will permit employees to work a staggered start schedule during the hours of 7:00 a.m. week and to 9:00 a.m. Call off time shall be 1/2 hour prior to selected start time and no later than 8:30 a.m. if start time is 9:00 a.m. Each program administrator shall make a determination of need for start times and ending times in order to serve the public and insure coverage of unit services. The selection process shall not be discriminatory and shall be by seniority. The daily time shall be eight (8) paid hours plus the unpaid lunch period. The request to change starting times shall not disrupt the unit.

Section 3. When an employee has been required by the Employer to work in excess of his regular work schedule, the employee may adjust or “flex” his or her work schedule within the same work week.

Section 4. Overtime Compensation. Bargaining unit employees shall receive, at their discretion, for all hours worked in excess of forty (40) hours in a week, payment in cash or comp time at the rate of one and one-half (1 1/2) times their regular straight time hourly rate for all such excess hours of work. The Employer shall endeavor, insofar as may be reasonably practicable, to make equal distribution of overtime among employees in the work unit within departmental job classifications. Any contractual paid time will be considered time worked.

Section 5. Rest Periods. Employees in the bargaining unit shall be granted one (1) fifteen (15) minute rest period with pay for each four (4) hours of work in the a.m. and in the p.m., which will be scheduled by the employee's supervisor, whenever practical to coincide with schedules and agency needs. Rest periods will be scheduled at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess, preceded and followed by an extended work period, thus it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

Section 6. Employees are expected to call in within thirty (30) minutes of their starting time if they are unable to report for work. When calling to report off, the employee shall do so by calling the Agency's Call Off Line. Disciplinary action as a result of failure to call in may be waived due to extenuating circumstances.

ARTICLE 21 **WAGES**

Section 1. First Year of the Agreement.

Wage rates for the first year of the Agreement are set forth in the table below.

Section 2. Second Year of the Agreement.

The parties agree to a wage reopener with notice to be given thirty (30) days prior to May 12, 2012.

Section 3. Third Year of the Agreement.

The parties agree to a wage reopener with notice to be given thirty (30) days prior to May 12, 2013.

Section 4. Step Increases.

New hires will always start at the first step of the pay range of the classification for which they are hired. Steps for new hires are given effective at the beginning of the pay period in which they complete their probationary period and each year thereafter until they reach the final step of their pay range.

Employees who are promoted or reassigned will receive at least four (4%) percent increase in base rate of pay provided that the pay range they are promoted or reassigned to, can accommodate this four (4%) percent increase. An employee who has been promoted as such will receive a step increase effective the beginning of the pay period in which they complete their probationary period and each year thereafter until they reach the final step of the pay range. An employee who is reassigned will retain the same step date as prior to the reassignment.

UAW									
Effective for the May 13, 2011									
Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	12.77	13.29	13.81	14.37	14.94	15.54	16.16	16.81	17.47
B	13.81	14.37	14.94	15.54	16.16	16.81	17.47	18.18	18.90
C	14.92	15.53	16.16	16.81	17.47	18.18	18.90	19.66	20.46
D	16.13	16.78	17.44	18.14	18.86	19.61	20.41	21.22	22.06
E	17.42	18.11	18.84	19.59	20.37	21.19	22.03	22.92	23.82
F	18.82	19.56	20.34	21.16	22.00	22.88	23.79	24.75	25.73
G	20.31	21.13	21.97	22.84	23.75	24.70	25.69	26.72	27.79
H	21.95	22.81	23.73	24.68	25.67	26.70	27.77	28.88	30.03
I	23.70	24.65	25.64	26.67	27.74	28.85	30.00	31.21	32.46
J	25.62	26.65	27.71	28.81	29.95	31.15	32.40	33.69	35.05
K	27.67	28.77	29.91	31.11	32.36	33.65	35.00	36.39	37.85
L	29.88	31.06	32.32	33.60	34.95	36.34	37.79	39.30	40.87
M	32.26	33.56	34.90	36.30	37.75	39.26	40.83	42.47	44.16

Section 5. Longevity.

Each employee with not less than seven (7) full years of service with the County shall be entitled to longevity.

Effective on the employee's anniversary date, longevity amounts are to be paid at the beginning of the pay period in which the anniversary date falls.

<u>Upon completion of:</u>	<u>Amount:</u>
7 years	.05
8 years	.10
9 years	.14
10 years	.19
11 years	.24
12 years	.29
13 years	.34
14 years	.38
15 years	.43
16 years	.48
17 years	.53
18 years	.58
19 years	.63
20 years	.67
21 years	.72
22 years	.77
23 years	.82
24 years	.87
25 years	.91

Section 6. Bi-Lingual Supervisor.

Effective with the filling of the bi-lingual case manager, the bi-lingual supervisor will receive a five (5%) percent supplement based on the minimum base (Step 1) in the pay range applicable to the supervisor. (NOTE: If there is a change in the minimum base (Step 1), the five (5%) percent supplement will change.)

ARTICLE 22
HEALTH CARE INSURANCE

Section 1.

- A. 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.

The employer shall contribute ninety (90%) percent and bargaining unit members shall contribute ten (10%) for the premium cost of health care coverage. Eligible employees may elect single, employee and spouse, employee and child(ren) 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.

- B. Bargaining unit members may be able to opt-out from hospitalization plan at a rate of \$100 per month, minus taxes paid on twenty-six (26) pays.

Section 2. Dental.

UAW members will continue to receive dental coverage with no premium to be paid by the employee. The Claims Administrator for Direct Reimbursement Benefit Plans is currently through Wells Fargo Third Party Administrators, LLC.

Section 3. Hearing Aid.

The Employer shall pay fifty cents (\$.50) per month for the AFSCME Care Plan hearing plan as long as the coverage is available without the necessity of any other insurance coverage.

Section 4. Future Participation in Health Care Committee.

When the County negotiates another contract for health care, the Union shall be provided the option of participating in a countywide health care committee, if one exists. At that time, the County shall evaluate the Care Plan.

ARTICLE 23
LIFE INSURANCE

Section 1.

The County shall provide and maintain in full force and affect by payment of the necessary premium, life insurance in the amount not less than thirty thousand dollars (\$30,000.00) for each employee. If the coverage for life insurance is increased by the Board of County Commissioners during the term of this agreement, then the increased coverage shall automatically be granted to employees covered by this agreement.

ARTICLE 24
HOLIDAYS

Section 1. Employees shall be entitled to the following paid holidays:

New Year's Day	1 st day of January
Martin Luther King Day	3 rd Monday of January
Presidents' Day	3 rd Monday of February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	11 th day of November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	24 th day of December
Christmas Day	25 th day of December

Section 2.

- A. In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.
- B. In the event that any of the aforesaid holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday.
- C. If any employee's work schedule is other than Monday through Friday, he/she shall be entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed.

- D. An employee who worked on any authorized legal holiday shall be paid at the rate of one and one-half times his/her regular rate of pay for all hours worked in addition to his/her regular rate of pay for the holiday.
- E. Any additional holidays off with pay declared by the President of the United States, the Governor of Ohio or the Mahoning County Commissioners for other special purposes shall also be granted to the bargaining unit employees.
- F. Payment will not be made for a holiday which occurs during an unpaid leave of absence.
- G. Employees on long-term sick leave (fifteen (15) consecutive days or more) or employees who are hospitalized the day before and/or the day after the holiday shall be paid for the holiday, provided there is a written physician's report stating the employee is under the physician's care.

ARTICLE 25
VACATION

Section 1. Full-time employees are entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of continuous service, and shall be accrued while the employee is in an active pay status as follows:

Section 2. Vacation Accrual.

1 or more years of service but less than 7 years --	80 hours
7 or more years of service but less than 14 years --	120 hours
14 or more years of service but less than 22 years --	160 hours
22 or more years of service but less than 26 years --	200 hours
26 or more years of service --	240 hours

Vacation leave shall accrue as follows for each 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
Those entitled to 240 hours of vacation leave --	9.3 hours

ARTICLE 26
EDUCATION PROGRAM

Section 1. The Employer shall create programs for employee education. All employees taking advantage of this program must be involved in a course of study that benefits the Department. If the class is available at times other than normal working hours, employees must take the course at off work times.

Section 2. Availability of Funds. This article shall be subject to the availability of funds to the Department. In the event that funds are limited, employees currently enrolled in a program will be given first preference based on grade point average. All other funds will be made available to employees on the basis of seniority. In the event that funds are limited, the program shall cease before any bargaining unit member is laid off for lack of funds.

Section 3. Program Eligibility. To be eligible for the program, an employee must be a full-time permanent employee, with one (1) year of continuous service to Mahoning County.

- A. Accredited colleges or universities or their extension must offer a course centers. The Employer reserves the right to determine the acceptability of any institution or course.
- B. Reimbursement is to be made upon satisfactory evidence of successful completion of each course. Successful completion means a grade of C or better.
- C. Original receipts of expenditures must be submitted as evidence of amounts to be included in reimbursement.
- D. Reimbursement will be for the cost of tuition. This does not include books, registration fees, parking fees, supplies, lab fees, etc.
- E. Cost reimbursement from other sources is to be deducted from tuition to be reimbursed by Mahoning County.
- F. Repayment of reimbursement must be made if the employee does not remain in Mahoning County employment for a period of one (1) year after reimbursement.
- G. Courses must be taken for the time frame in which they were approved. If a situation arises in which an employee cannot take the class in the approved time frame, the request must be resubmitted for the next semester/quarter.
- H. The Employer controls the final approval of the expenditure of funds. Approval becomes a reserve against the appropriation of the Department. At no time will any tuition reserves be approved if there is no money in the appropriate code.
- I. The Employer's obligation to reimburse education costs is canceled if:
- J. The employee fails to complete a course satisfactorily (C grade or better is satisfactory).
- K. The employee terminates employment voluntarily or is discharged due to a failure of good behavior prior to completion of the course.
- L. The employee must seek pre-approval of a course by submitting a Tuition Reimbursement Form approved by the Director before any tuition costs will be considered. A course description must accompany this form. The application must be completed and returned to the Human Resources Director at least three (3) weeks prior to the date when the course begins. The employee will receive a response from the Human Resources Director within one (1) week of submitting the application.

Section 4. If the State of Ohio re-institutes the TOPS/TOPS PLUS tuition reimbursement program, the Employer will offer said program to the bargaining unit members under the terms and conditions set forth by the State of Ohio.

ARTICLE 27
PUBLIC RETIREMENT SYSTEM

Section 1. The County will continue to assume and pay no more than 9.5% of the employee's contribution to the Public Employees Retirement System (PERS) Fund.

ARTICLE 28
AUTO EXPENSE REIMBURSEMENT

Section 1. Auto Expenses. Auto expenses shall be reimbursed at the then prevailing IRS mileage reimbursement rate (current rate is \$ 0.505 per mile).

Section 2. Parking. Free parking will be provided for employees at the Oak Hill Ave. site. In the case of the Agency relocating, and no free parking is available, the parties will negotiate parking.

Section 3. Lodging and Meals.

An employee with prior authorization from the Director or designee to travel out of Mahoning County shall be reimbursed at the prevailing rate for overnight lodgings for the facilities at or near the site of the conference, meeting or training. Where overnight stay is authorized, receipts for lodging must be furnished. Meals will be reimbursed to cover breakfast, lunch and dinner. Parking and turnpike fees are covered expenses. Alcoholic beverages are not reimbursable. Receipts must be furnished for proper reimbursement. Where possible, the expenses for lodging and registration will be pre-paid by the County.

Section 4. Meal Expense.

Meal – Total \$40.00 (maximum)
Breakfast -- \$ 9.00 (Traveling after midnight up to 8:00 a.m.)
Lunch -- \$12.00 (Traveling after 8:00 a.m. up to 6:00 p.m.)
Dinner -- \$19.00 (Traveling after 6:00 p.m. up to midnight)

ARTICLE 29
NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Mahoning County. Therefore:

A. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike,

work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer during the term of this agreement.

- B In case of any strike or suspension of work not authorized by the Union, its officers, or agents, the Employer agrees that such violation of this agreement shall not cause a Union, its officers, or agents, to be liable for damages, provided the Union complies fully with the following:

When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union upon receipt of notice from the Employer that a violation has occurred, shall immediately provide a written notice (which includes the signature of an authorized representative), to the employees Participating in such violation and to the Employer, to the effect that a violation(s) is in progress, and such notice shall instruct employees to immediately return to work. Should the employees fail to comply with such notice, the Employer shall have the option of seeking appropriate legal remedies.

- C. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged. Such discipline and/or discharge shall be subject to appeal through the grievance procedure contained herein, initiated at the director level in the procedure.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 above.

Section 3. Except as specified herein, nothing in this article shall abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 30 **BULLETIN BOARDS**

Section 1. The Employer agrees to provide one (1) bulletin board per section in the facility and in agreed-upon areas for use by the Union.

Section 2. All notices which appear by Union's bulletin board shall be posted and signed by a Union official in the bargaining unit and during non-work time. Such postings may include:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;

- E. Results of Union elections; Reports of standing committees and independent arms of the Union; and
- F. Publications, rulings, or policies of the Union.

Section 3. Materials that are in the nature of personal attacks on employees or other employee organizations, the administration, attacks or favorable comments on political candidates, or anything not covered in "A" through "F" above will not be posted on the Union's bulletin boards.

Section 4. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

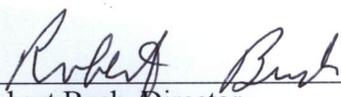
Section 5. Any employee found to be violating the provisions of this article may be subject to disciplinary action.

ARTICLE 31
DURATION OF AGREEMENT

The Collective Bargaining Agreement shall become effective May 13, 2011, and shall terminate on May 12, 2014.

IN WITNESS WHEREOF, the parties have hereunto caused their signatures to be affixed this _____ day of December 2011.

MAHONING COUNTY JOBS AND
FAMILY SERVICES



Robert Bush, Director

John A. McNally, Commissioner

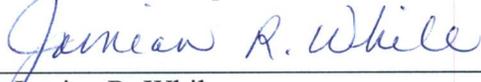
Carol Rimedio-Righetti, Commissioner

Anthony Traficanti, Commissioner

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA



Richard Rankin
International Representative



Jamian R. While



Lisa Kollar

APPENDIX A
PANEL OF ARBITRATORS

The parties agree to use the following panel of Arbitrators for any grievances entering Step 5 of the Grievance Procedure as detailed in Article 6:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Should either party wish to delete any of the arbitrators from the list above or if any of those listed should no longer be available, the acting party or the party first to notice the arbitrator's unavailability shall notify the other party in writing. The parties shall then arrange to meet prior to striking the list for any arbitration to add names that are mutually agreeable.

LETTER OF AGREEMENT

APPLICATION OF STATE CIVIL SERVICE LAW

No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 or Section 9.44 shall apply to employees in the bargaining unit, except as provided for in this agreement, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except the complete lists of persons having passed civil service examinations must be provided to the Employer, when requested, for selection of original appointments.

LETTER OF AGREEMENT

CIVIL SERVICE EXAMINATIONS

As a condition of continued employment, bargaining unit employees who have a provisional civil service status shall be required to take and pass a civil service examination for their classification whenever the Department of Administrative Services schedules an examination for that particular classification. If an employee fails the examination, he shall be permitted one (1) additional opportunity to take and pass the next scheduled examination for the classification. Requests for time off shall be made no less than forty-eight (48) hours prior to the testing date whenever possible. The Employer will allow time off not to exceed eight (8) hours with pay for participation in each such examination.

In addition to required examinations, employees shall be entitled to take up to two (2) exams per contract with pay, including exams for non-bargaining unit promotions within the agency for the purpose of taking civil service examinations administered by the Department of Administrative Services, provided the employee is otherwise scheduled to work on the exam date. Requests for leave shall be submitted to the Employer no less than forty-eight (48) hours prior to the testing date. Employees who have participated in an examination provided for in Section 1 of this article, shall be limited to participation in one (1) additional exam per contract year.

Pay shall only include the hours normally worked in the employee's normal work day. Employees will be paid for required civil service examinations provided that the employee requests prior authorization for expenses through their supervisor, or designee, as soon as they are notified of the date and place of the examination.

To be eligible for such paid time, employees shall provide adequate proof to the Employer that they took the examination.

Employees who request time off to take more than the two (2) examinations, as provided in Section 2, may be allowed to utilize leave without pay, accumulated vacation, or personal days. Such requests for leave shall be made in accordance with the other provisions of this article.

LETTER OF AGREEMENT

V-CAP CHECKOFF

Authorization for Assignment and Checkoff of Contributions to UAW V-CAP

- A. During the life of this Agreement, the Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form; provided further, however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form.
- B. Deductions shall be made only in accordance with the provisions of and in the amounts designed in said “Authorization for Assignment and Checkoff of Voluntary Contributions to UAW V-CAP” form together with the provisions of this section of the Agreement.
- C. A properly executed copy of the Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorization have heretofore been delivered. Deductions shall be made thereafter, only under the applicable “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” forms which have been properly executed and are in effect.
- D. Deductions shall be made, pursuant to the forms received by the Company, from the employee’s first pay received each month.
- E. The Company agrees to remit said deductions promptly to UAW V-CAP, care of the financial secretary of the local union. The Company further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.
- F. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Company by the Union or by reason of the Company’s compliance with the provisions of this Section.

LETTER OF UNDERSTANDING

DENTAL INSURANCE

The parties agree that beginning January 1, 2012, the dental program of direct reimbursement referenced in Article 22, section 2, of this Agreement shall be modified to increase the first level of benefits from one hundred dollars (\$100.00) to two hundred dollars (\$200.00).