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**AGREEMENT BETWEEN**

**CORRECTIONS COMMISSION OF  
NORTHWEST OHIO**

**and**

**CCNO SUPERVISORS ASSOCIATION,  
LOCAL 53 OF THE  
INTERNATIONAL UNION OF POLICE  
ASSOCIATIONS, AFL-CIO**

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**Effective - July 1, 2012**

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**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>INTRODUCTORY CLAUSE</b> .....	1
<b>Article 1 - Preamble</b> .....	1
<b>Article 2 - Recognition Clause</b> .....	2
<b>Article 3 - Union Security</b> .....	3
<b>Article 4 - Management Rights</b> .....	6
<b>Article 5 - Labor-Management Committee</b> .....	7
<b>Article 6 - Union Representation</b> .....	9
<b>Article 7 - Grievance Procedure</b> .....	11
<b>Article 8 - Discipline</b> .....	16
<b>Article 9 - Personnel Files</b> .....	18
<b>Article 10 - Investigations</b> .....	20
<b>Article 11 - Hours of Work and Overtime</b> .....	23
Section 11.1. Regular Hours .....	23
Section 11.2. Overtime .....	23
Section 11.3. Relief/Meal Periods .....	23
Section 11.4. Purpose of Article .....	23
Section 11.5. Travel Time .....	23
Section 11.6. Schedule Adjustments .....	24
Section 11.7. Overtime Assignments .....	24
<b>Article 12 - Work Schedule</b> .....	25
Section 12.1. Weekly Work Schedule .....	25
Section 12.2. Shift Assignments .....	25
Section 12.3. Schedule .....	25

Section 12.4. Temporary Assignments.....	26
Section 12.5. Trading of Days .....	26
Section 12.6. No Trading of Shifts .....	26
<b>Article 13 - Seniority/Probationary Period.....</b>	<b>27</b>
Section 13.1. Definition of Seniority .....	27
Section 13.2. Application of Seniority .....	27
Section 13.3. Probationary Period .....	27
Section 13.4. Termination of Seniority.....	28
Section 13.5. Return to Bargaining Unit .....	28
<b>Article 14 - Layoff and Recall.....</b>	<b>29</b>
Section 14.1. Layoffs.....	29
Section 14.2. Layoff Notification .....	29
Section 14.3. Layoff Assistance.....	29
Section 14.4. Recall Period .....	29
Section 14.5. Recall Procedures.....	29
Section 14.6. Return from Recall.....	30
Section 14.7. Prior Layoffs .....	30
<b>Article 15 - Family and Medical Leaves of Absence .....</b>	<b>31</b>
<b>Article 16 - Sick Leave .....</b>	<b>32</b>
Section 16.1. Crediting of Sick Leave .....	32
Section 16.2. Charging of Sick Leave .....	32
Section 16.3. Uses of Sick Leave.....	32
Section 16.4. Evidence Required for Sick Leave Usage .....	33
Section 14.5. Sick Leave Discretionary Days .....	33
Section 16.6. Sick Leave Conversion .....	33

<b>Article 17 - Unpaid Disability Leave</b> .....	35
<b>Article 18 - Military Leave</b> .....	36
<b>Article 19 - Bereavement Leave</b> .....	37
Section 19.1. Immediate Family .....	37
Section 19.2. Other Relatives .....	37
<b>Article 20 - Vacations</b> .....	39
Section 20.1. Vacation Computation .....	39
Section 20.2. Vacation Scheduling .....	40
Section 20.3. Vacation Carryover .....	40
Section 20.4. Vacation Pay Upon Separation .....	41
Section 20.5. Vacation Buy Back .....	41
<b>Article 21 - Holidays</b> .....	42
Section 21.1. Holidays.....	42
Section 21.2. Personal Day .....	42
Section 21.3. Holiday Compensation .....	42
Section 21.4. Holiday Pay Eligibility .....	43
Section 21.5. Holiday During a Vacation or Sick Leave Period .....	43
<b>Article 22 - Fringe Benefits</b> .....	44
Section 22.1. Insurance Benefits.....	44
Section 22.2. Insurance Conditions .....	44
Section 22.3. Waiver of Group Health Plan.....	44
Section 22.5. Uniforms.....	45
Section 22.6. Dry Cleaning Allowance .....	45
Section 22.7. Replacement of Personal Items .....	46
<b>Article 23 - Wages</b> .....	47

Section 23.1. Wage Rates.....	47
Section 23.2. Compensatory Time.....	47
<b>Article 24 - Training.....</b>	<b>49</b>
<b>Article 25 - Call-In Pay and Court Duties .....</b>	<b>50</b>
Section 25.1. Call-In Pay.....	50
Section 25.2. Court Time .....	50
Section 25.3. Jury Duty .....	50
<b>Article 26 - Deferred Compensation Program.....</b>	<b>51</b>
<b>Article 27 - Pension Fund Provision .....</b>	<b>52</b>
<b>Article 28 - Unemployment Compensation .....</b>	<b>53</b>
<b>Article 29 - Officer-in-Charge .....</b>	<b>54</b>
<b>Article 30 - No Strike/No Lockout .....</b>	<b>55</b>
<b>Article 31 - Miscellaneous .....</b>	<b>56</b>
Section 31.1. Work Rules.....	56
Section 31.2. Operator Insurance.....	56
Section 31.3. Commercial Driver’s License .....	56
Section 31.4. Printing and Supplying of Agreement .....	56
Section 31.5. Headings.....	57
Section 31.6. Disciplinary Chairperson.....	57
Section 31.7. Bulletin Boards.....	57
Section 31.8. Internal Mail.....	57
Section 31.9. Posting of Vacancies.....	57
Section 31.10. Travel Expenses .....	58
<b>Article 32 - Complete Agreement/Severability .....</b>	<b>59</b>
<b>Article 33 - Duration .....</b>	<b>60</b>

## **INTRODUCTORY CLAUSE**

THIS AGREEMENT is made and entered into this 1st day of July, 2012, by and between the CORRECTIONS COMMISSION OF NORTHWEST OHIO (hereinafter referred to as the “Employer”) and the CCNO SUPERVISORS ASSOCIATION, LOCAL 53 OF THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO (hereinafter referred to as the “Union”).

### **Article 1**

#### **Preamble**

It is the general purpose of this Agreement to increase the efficiency of the Corrections Center of Northwest Ohio, to recognize the common interest in public service to the citizens of Defiance, Fulton, Henry, Lucas and Williams Counties and the City of Toledo, to achieve better understanding between the parties, to establish the wages, hours and other terms and conditions of employment of the employees subject to this Agreement, and to provide for the peaceful settlement of any differences that may arise between the parties. The parties to this Agreement will cooperate fully to secure the advancement and achievement of the above purposes.

Wherever in this Agreement “man” or “him” or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

## Article 2

### Recognition Clause

#### Section 2.1

The Employer hereby recognizes the Union as the sole and exclusive representative for all Corrections Supervisors at the Corrections Center of Northwest Ohio, excluding Shift Commanders, Corrections Officers and all office clerical, management, other supervisory, confidential, maintenance, administrative, and professional employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereafter amended.

#### Section 2.2

Any Corrections Supervisors hired with federal funds shall have the right to become members of the Union recognized as the bargaining agent for Corrections Supervisors and shall be included in the bargaining unit.

#### Section 2.3

The Employer will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit described above unless it be through duly authorized representatives of the Union.

#### Section 2.4

The term “employee” as used herein shall mean Corrections Supervisors at the Corrections Center of Northwest Ohio in the bargaining unit represented by the Union.

#### Section 2.5

In the event a new job classification is established that should arguably be included in the bargaining unit described in Section 2.1, the parties shall meet and confer to determine whether the new job classification should be included in the bargaining unit. If an agreement cannot be reached between the parties, the dispute may be submitted to the State Employment Relations Board in accordance with the Ohio Public Employees’ Collective Bargaining Act.

## **Article 3**

### **Union Security**

#### **Section 3.1**

Employees in the bargaining unit shall either become members of the Union or share in the financial support of the Union by paying to the Union a service fee or fair share fee not to exceed the amount of dues or initiation service fees uniformly required of members of the Union, provided that employees who choose to pay a service fee or a fair share fee shall be able to seek a dues rebate as authorized by law. A copy of the rebate procedure may be obtained from the Union.

#### **Section 3.2**

The Employer shall deduct regular Union membership dues, initiation fees, and equal assessments on the first pay the employee receives each month from any employee who shall individually and voluntarily certify in writing that he authorizes such deduction. The signed payroll deduction form must be presented to the Employer by the employee. The written deduction authorization shall specifically require the employee and the Union to hold the Employer harmless for any payments made by the Employer during the term of the voluntary authorization. Upon receipt of a proper and lawful authorization from an employee, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted. No other organization shall be afforded dues deductions for employees in the bargaining unit.

#### **Section 3.3**

The Employer shall remit the membership dues, initiation fees, and equal assessments so deducted from eligible bargaining unit employee's pay in accordance with this Article once each month to the International Union of Police Associations, AFL-CIO, 1549 Ringling Blvd. 6<sup>th</sup> Floor, Sarasota, Florida 34236-6772. Dues deducted from an employee's pay shall be remitted by check within fifteen (15) days of the date the monthly deduction is made. The Employer shall provide monthly to the Union a list of those members and nonmembers on payroll deduction.

### **Section 3.4**

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, suits, demands, grievances, actions or proceedings by an employee arising from or related to in any way deductions made by the Employer pursuant to this Article or actions taken by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Any questions or disputes as to the deduction of sums from an employee's paycheck in accordance with this Article shall be between the employee and the Union.

### **Section 3.5**

The Employer shall be relieved from making such individual "check off" deductions in the following instances: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) the employee furnishes the Employer written notification that he wishes to cancel the written deduction authorization.

### **Section 3.6**

The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction for Union dues.

### **Section 3.7**

The parties agree that neither the employees nor the Union shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error was made. In that event, the error will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

### **Section 3.8**

The rate at which dues are to be deducted shall be certified in writing to the Fiscal Manager by the Union. One (1) month's notice in advance must be given the Fiscal Manager prior to making any changes in an individual's dues deduction.

**Section 3.9**

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**Section 3.10**

All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union upon promotion.

**Section 3.11**

The fair share fee amount shall be certified to the Employer by the Union before February 15th of each calendar year. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided in this Article, Section 3.9.

**Section 3.12**

The Union agrees that it will indemnify and hold the Employer harmless from any and all claims, suits, demands, grievances, actions or proceedings that arise from or relate in any way to the Employer's implementation of the fair share provision.

## Article 4

### **Management Rights**

#### **Section 4.1**

The Employer retains the sole right to manage its operations and direct and supervise the working force, including the right to determine the methods, process, means, and personnel by which the Employer's operations shall be conducted; to determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure; to determine the overall mission of the Employer and take actions necessary to carry out that mission; to determine the adequacy and effectively manage the work force; to maintain order and maintain and improve efficiency in its operations and facilities; to direct the schedule, shift and location of the work of employees; to promulgate rules and regulations; and to hire, lay off, assign, schedule, transfer, promote, retain and determine the qualifications of employees. The foregoing rights are subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

The Employer shall not subcontract work customarily performed by bargaining unit employees unless: (1) adequate existing equipment and/or other facilities are not available to perform the work when it is needed; or (2) the Employer does not have employees in sufficient number or skills to perform such work; or (3) the work has been subcontracted in the past.

Prior to entering into any subcontract, the Employer will provide the Union notice of its intent to do so.

#### **Section 4.2**

The Employer retains the sole right to discipline, suspend, demote and discharge employees for just cause, including violation of any of the terms of this Agreement, provided that in exercising this right it will not act in violation of this Agreement.

#### **Section 4.3**

The above rights of management are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in management. Any of the rights, powers and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, deleted, granted or modified by this Agreement.

## Article 5

### Labor-Management Committee

#### Section 5.1

In the interest of harmonious relations, a joint committee of no less than four (4) nor more than six (6) members, half of whom shall be from Management and half of whom shall be from the Union, shall convene not less than once every calendar quarter, unless waived by mutual consent of the parties. No more than two (2) Union members of the Labor-Management Committee shall be from the same shift. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Additional meetings may be requested by either party. Such meetings will be scheduled by mutual consent.

#### Section 5.2

Labor-Management Committee meetings shall be held for the following purposes:

- a. To discuss the administration of this Agreement;
- b. To notify the Union of changes by the Employer which affect bargaining unit members of the Union;
- c. To disseminate general information of interest to the parties;
- d. To discuss ways to increase effectiveness, work performance and efficiency;
- e. To consider and discuss safety and health-related matters;
- f. To give the Union Representative the opportunity to share the views of the Union members and/or make suggestions on subjects of interest to the Union members.

### **Section 5.3**

All requests for such meetings shall be made in writing and presented to the other party not less than five (5) workdays in advance of the requested meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as the names of those representatives who will attend the meeting. The party receiving such request may likewise submit an agenda of items it wishes to discuss at the meeting and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting.

### **Section 5.4**

Such meeting shall be scheduled between the hours of 8:00 a.m. and 4:30 p.m., and, unless otherwise mutually agreed upon, shall be limited to two (2) hours in duration.

### **Section 5.5**

If the meeting occurs at a time when a member of the committee is scheduled to work, the employee will be granted time off with pay, but in no event shall the employee receive overtime. If the meeting occurs at a time when a member of the committee is not scheduled to work, the employee shall not be paid. Any employee not scheduled to work at the time the meeting occurs who is requested to attend the meeting by the Employer shall be paid at the appropriate rate of pay, including any overtime premium compensation otherwise provided in this Agreement.

### **Section 5.6**

In no event shall the Labor-Management Committee meetings called for in this Article be viewed as a substitute for the Grievance Procedure or a continuation of negotiations of this Agreement, nor may the items discussed in any way alter or amend this Agreement or detract from or add to other remedies already available to employees.

## Article 6

### Union Representation

#### Section 6.1

Subject to appropriate security procedures, representatives of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings.

#### Section 6.2

The Employer shall recognize up to three (3) employees designated by the Union to act as Local Union Stewards for the purpose of processing grievances. Further, the Employer shall recognize one (1) employee to act as Union President and one (1) employee to act as Union Secretary-Treasurer, and these officers shall be permitted to process grievances in the absence of the Local Union Stewards.

#### Section 6.3

The Union shall provide to the Employer an official roster of its officers and the Local Union Stewards which is to be kept current at all times, and shall include the following: Name and Union office held.

#### Section 6.4

Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, negotiations, grievance investigations, processing and other proceedings, conferences, and activities related to grievance procedure other than those discussed below, on their off-duty time. The elected or appointed union representative (President or Secretary/Treasurer) shall be given at least five (5) days when approved by the Employer to schedule adjust to attend any special meetings, conventions or seminars sponsored by the Union. A Local Union Steward shall be permitted to present and process grievances during regular working hours, provided the normal operations of the Employer are not disrupted and the Employer's security needs are not compromised. Prior to leaving his work station in accordance with this Section, the Local Union Steward shall obtain permission from his immediate supervisor, which shall not be unreasonably withheld and shall in non-emergency circumstances be granted within one (1) hour. The Local Union Stewards shall not abuse this right and shall notify their immediate supervisors when leaving and returning to work. If grievance hearings are scheduled during an employee's regular duty hours, the employee or no more than (1) Union Representative shall not suffer any loss of

pay while attending the hearing. Additional representatives of the Union may attend said hearing, but shall not be paid.

**Section 6.5**

Prior to the commencement of negotiations, the Employer and the Union shall mutually agree upon a reasonable timetable for the negotiating process. Once agreed upon, no more than three (3) members of the Union's negotiating team shall be excused from duty with full pay and benefits during the actual negotiating sessions. Ample time shall be allowed to leave work and report to the negotiating site. Those employees who participate in negotiations and are assigned to the night shift and work the night before negotiations shall be excused from duty for the last four (4) hours of their work assignment with full pay and benefits. Should the negotiations extend beyond the initial agreed upon timetable, the Employer shall not unreasonably deny the above considerations to the members of the Union negotiating team. Time spent by members of the Union's negotiating team, as set forth in this Section, shall be regarded as work adjusted time and shall not be regarded as time worked for the purpose of computing overtime.

## **Article 7**

### **Grievance Procedure**

#### **Section 7.1**

The term “grievance” shall mean an allegation by a bargaining unit employee or by the Union on behalf of some or all bargaining unit employees that there has been a breach, violation, misinterpretation, or improper application of express provisions of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in this Agreement or in those matters that are controlled by the provisions of federal or state law or by the Constitutions of the United States or the State of Ohio.

Only the Union President can file a “class action” grievance.

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the Employer and Union to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed.

#### **Section 7.2**

If specific administrative agency relief or relief of a judicial or quasi-judicial nature is provided for under federal or state law for review or redress of a specific matter, such matters may not be made the subject of a grievance and may not be processed as such. The employee and his representative may meet with the Employer in an effort to resolve the matter prior to an appeal through such agency.

#### **Section 7.3**

Discipline shall be subject to the Grievance Procedure, and this shall supersede civil service commission jurisdiction and procedures.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

#### **Section 7.4**

All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance was first discussed;
3. Date grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;
5. Date and time grievance occurred;
6. Where grievance occurred;
7. Description of incident giving rise to the grievance;
8. Articles and Sections of the Agreement violated; and
9. Desired remedy to resolve grievance.
10. A Union representative must sign the grievance prior to presentation to the Supervisor, indicating the Union agrees.

The Union shall have the responsibility for the duplication and distribution of the grievance forms.

#### **Section 7.5**

If an employee feels he has a grievance, he may proceed in the following manner except that grievances regarding the promulgation of new policies or work rules affecting bargaining unit employees may, at the Union's option, be reduced to writing on the form provided and commenced at Step 3:

#### **Step 1 - Supervisor**

An employee having a grievance and/or his Local Union Representative shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance. If the grievance cannot be resolved through verbal discussion, it shall be reduced to writing on the original grievance form provided and then presented to the immediate supervisor. This original grievance form shall then be the official record of the grievance exchanged by the parties as the grievance is processed. This written grievance must be presented to the immediate supervisor within ten (10) days of the occurrence or events giving rise to the grievance or within

ten (10) days of when the employee knew or reasonably should have known of the occurrence or events giving rise to the grievance, whichever occurs later. The immediate supervisor shall provide the Union President with a copy of the written grievance and attempt to resolve the grievance and shall respond in writing to the grievant within seven (7) days on the original grievance form.

### **Step 2 - Department Director**

If the grievance remains unresolved, it shall be presented by the employee, with his Local Union Representative if he so desires, to his Department Director within seven (7) days after the response of the immediate supervisor. The Department Director shall attempt to resolve the grievance and shall respond in writing to the grievant within seven (7) days.

### **Step 3 - Executive Director**

If the grievance remains unresolved, it shall be presented by the employee, with his Local Union Representative if he so desires, to the Executive Director within seven (7) days after the response of the Department Director.

The Executive Director or his designee shall attempt to resolve the grievance and shall respond to the grievance in writing within twenty (20) days after it is presented to the Executive Director.

### **Step 4 - Mediation**

If the grievance remains unresolved, either party may, within five (5) days of the response at Step 3, request the Federal Mediation and Conciliation Service ("FMCS") to appoint a mediator to assist the parties in resolving the grievance, the cost of which, if any, shall be shared equally. Verbal and written reprimands cannot go to the arbitration process.

### **Step 5 - Arbitration**

If the grievance is not satisfactorily resolved at Step 3 or 4, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of final answer on such grievance under Step 3, if mediation is not timely requested, or within thirty (30) calendar days from the conclusion of mediation under Step 4, if mediation is timely requested, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted or processed within

the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer, but shall not be precedent setting.

Either party may request a panel of seven (7) arbitrators from FMCS. The parties shall alternately strike the names of the arbitrators until only one name remains. The party requesting arbitration shall strike the first name. Either party may once reject a list and request from FMCS another list of seven (7) names until a mutually agreeable arbitrator is selected.

The arbitrator shall limit his decisions to the interpretation, application, or enforcement of Articles in this Agreement. He may not modify or amend the Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is nonarbitrable or beyond the arbitrator's scope of authority or jurisdiction.

The decision of the arbitrator shall be final and binding. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, or the cost of a hearing room shall be shared equally. The expenses of any witnesses shall be borne, if any, by the party calling them. If an employee in the unit is subpoenaed to testify by either party in an arbitration hearing during the employee's work time, the employee shall not suffer any loss of pay while attending the hearing. If an employee in the unit is subpoenaed to testify by the Employer at a time outside his regular duty hours, the employee shall be paid at his usual hourly rate for the time spent attending the hearing. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter or request a copy of any transcripts.

### **Section 7.6**

Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limit set forth in Step 1 of this Grievance Procedure or to appeal it within the time limits set forth in Steps 2 through 5 of this Grievance Procedure shall result in dismissal of the grievance.

### **Section 7.7**

Failure by the Employer to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

**Section 7.8**

For purposes of this Article, “days” shall be defined to exclude Saturdays, Sundays, and holidays.

**Section 7.9**

Whenever in this Article a party is required to take action within specified time limits after receiving a grievance, appeal or response, the time period shall commence on the day following the date of receipt.

## **Article 8**

### **Discipline**

#### **Section 8.1**

No Employee shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause. Disciplinary decisions shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

#### **Section 8.2**

The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any discipline issued to an employee must be signed by the employee, but such signature shall serve to acknowledge receipt and shall not constitute an admission or concurrence by the employee that the facts stated in the disciplinary notice are true.

#### **Section 8.3**

Forms of disciplinary action shall include:

- a. Verbal reprimand
- b. Written reprimand
- c. Forfeiture of sick leave in lieu of suspension
- d. Suspension
- e. Demotion
- f. Suspension plus last chance agreement
- g. Discharge.

In the event that a supervisor finds it necessary to verbally reprimand an employee, the employee shall be made aware if any record of such reprimand is being maintained, and, upon request, shall be provided a copy of such record.

#### **Section 8.4**

Whenever the Employer determines that an employee's conduct may warrant a forfeiture of sick leave, a suspension (without pay), reduction in pay, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Disciplinary hearings shall be scheduled between 8:00 a.m. and 4:30 p.m., and the employee shall be provided at least three (3) days' advance notice of the hearing date. If the employee or his Union Representative makes a request more than twenty-four (24) hours in advance to postpone the hearing, it shall be postponed to a date no less than seven (7) nor more than fourteen (14) days after the assigned hearing date. An additional extension of up to fourteen (14) days shall be granted, if necessary, to permit representative(s) of the Union [who is/are not employee(s) of CCNO] to attend the disciplinary hearing at a time mutually agreed by the Employer and the Union. The employee shall have the right to waive the disciplinary hearing and accept the discipline specified by the Executive Director. If the employee so desires, no more than two (2) representatives of the Union may attend the disciplinary hearing.

#### **Section 8.5**

Nothing contained herein shall be construed as preventing the Employer from relieving an employee from his duties with pay.

## **Article 9**

### **Personnel Files**

#### **Section 9.1**

There shall be one (1) official personnel file for every employee. An employee shall be allowed to review his personnel file at any reasonable time upon written request to the Manager of Human Resources and in the presence of the Manager or his designated representative. Any employee may obtain copies of documents in his file upon written request to the Manager of Human Resources.

#### **Section 9.2**

The Employer will not release personnel file records to persons, agencies, or entities outside the facility, other than its representatives, unless such other persons, agencies or entities have a right of access pursuant to state or federal law, regulation, or court order.

#### **Section 9.3**

If, upon examining his personnel file, any bargaining unit member believes that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. After the Employer has dated and initialed the memorandum for the sole purpose of acknowledging receipt, the memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy. The acknowledgment signature by the Employer does not indicate concurrence or disagreement with the employee's memorandum.

#### **Section 9.4**

Any verbal reprimand and any written reprimand shall cease to have force and effect after one (1) year from the date of the discipline.

#### **Section 9.5**

Any forfeiture of sick leave shall cease to have force and effect after eighteen (18) months from the date of the forfeiture, provided that no further disciplinary action has been taken against the employee during the intervening eighteen (18) months.

**Section 9.6**

Any suspension or demotion shall cease to have force and effect after three (3) years from the date of suspension or demotion, provided that no further disciplinary action has been taken against the employee during the intervening three (3) years. If further disciplinary action occurs during the intervening three (3) years, the suspension or demotion shall remain active for consideration until the latter of the expiration of the three (3) year period or the point at which the other discipline may be considered under the terms of this Article. A verbal or written reprimand will not extend the period of consideration.

## **Article 10**

### **Investigations**

#### **Section 10.1**

Any interrogation, questioning, or interviewing of an employee will be conducted at reasonable times, preferably during his scheduled working hours. An employee shall be compensated for time spent in interrogation, questioning or interviewing at his applicable hourly rate. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

#### **Section 10.2**

If an anonymous complaint is made against an employee, the employee shall not be required to make a report or statement unless there is other evidence to corroborate the complaint. If investigation discloses that there is no corroborative evidence, the complaint shall be classified as unfounded.

#### **Section 10.3**

An employee who is to be questioned as a suspect in any criminal charge against him shall be advised of his Constitutional rights before any questioning starts.

#### **Section 10.4**

The Employer shall not in the course of an investigation obtain evidence through the use of threats, coercion, promises or administrative pressures.

#### **Section 10.5**

If an investigation of wrongdoing focuses on an individual employee and this employee is thereafter interviewed, the employee shall be informed of the nature of the investigation prior to the interview and must be notified of his right to have a Union representative present at the interview. Upon request of the Employer or employee, such interview shall be tape-recorded by the Employer.

### **Section 10.6**

Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge that could lead to termination. If an employee is compelled to answer questions concerning allegations of wrongdoing that are or could be subject to a criminal prosecution upon penalty of termination for failure to answer, the employee must be furnished the Garrity Constitutional Protection Statement (attachment). The Garrity Statement will be placed into the investigation record and signed by the individual and the person administering the statement. Information provided as a result of such an order will not be used in a criminal proceeding. Failure to truthfully answer questions after such a warning may result in discipline, up to and including termination.

### **Section 10.7**

The Employer shall not use a polygraph machine or any other mechanical or electrical means to investigate the truth of statements by employees. No employee shall be required to submit to such test and no disciplinary action shall be taken against employees who refuse to permit any such test.

### **Section 10.8**

An employee who is charged with violating the Employer's Policy & Procedures will, upon written request, be provided copies of transcripts, reports, records, lists, written statements and tapes that are to be used in any disciplinary hearing against him and/or that may tend to exonerate him of the disciplinary charges.

### **Section 10.9**

Formal investigation of disciplinary matters involving an employee shall be completed within sixty (60) days of the filing of the complaint, unless circumstances are such that the Employer cannot complete the investigation within that time despite having acted in good faith and pursued the investigation with due diligence. In the event the investigation cannot be completed in accordance with the preceding sentence, the Executive Director may extend the investigation for additional period(s) of time not to exceed thirty (30) days.

**Section 10.10**

If there is probable cause to believe that an employee may be concealing contraband on his person with an intent to violate the Employer's policies regarding safety or security while on CCNO premises or in CCNO vehicles in the course of working or reporting to or leaving work, an employee may be required to submit to a pat down or strip search. If there is probable cause to believe that an employee may be concealing contraband in his personal effects with an intent to violate the Employer's policies regarding safety or security while on CCNO premises or in CCNO vehicles in the course of working or reporting to or leaving work, such items may be searched by the Employer.

**Section 10.11**

Other than a general statement to acknowledge the investigation, information regarding an employee who is under official investigation shall not be released to the media until the internal/criminal investigation(s) are completed. This should be done in accordance with the Ohio Sunshine Laws.

## Article 11

### Hours of Work and Overtime

#### Section 11.1

Regular Hours. Eight and one-quarter (8 1/4) hours shall constitute the regular workday, and forty-one and one-quarter (41 1/4) hours shall constitute the regular workweek.

#### Section 11.2

Overtime. Hours worked in excess of 82 1/2 in a 14-day work period shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate. For the purpose of this Article, "active pay status" is defined as hours actually worked, vacation leave, personal days, discretionary time, military leave, bereavement leave, Workers' Compensation leave, FMLA leave, paid suspensions, sick time and authorized holidays.

#### Section 11.3

Relief/Meal Periods. Employees shall be allowed two (2) paid fifteen (15) minute break periods each day, one to be provided during the first four (4) hours of work and the other during the second four (4) hours of work.

#### Section 11.4

Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. Notwithstanding the foregoing, in the event a reduction in the work force is needed, widespread reductions in hours among bargaining unit employees shall not be substituted for or used in lieu of layoffs, except in temporary situations of an emergency nature.

#### Section 11.5

Travel Time. When an employee is required in the course of his duties to depart directly from his home and report for training or other assignment at a site outside Lucas, Williams, Fulton, Defiance and Henry Counties, the time spent traveling to and returning from the assignment (whether the employee returns to his home or is required to return to the Employer's facility) shall be considered hours worked.

### **Section 11.6**

**Schedule Adjustments.** Schedule adjustments to accommodate training shall not be made in such a manner as to split consecutive scheduled days off, unless mutually agreed by the Employer and the employee. Further, scheduled days off or shifts of employees who are not members of the Special Response Team shall not be changed to accommodate Special Response Team training.

### **Section 11.7**

**Overtime Assignments.** Voluntary overtime shall be offered by seniority with the most senior officer being offered the overtime first. In the event mandatory overtime is required, it shall be assigned in reverse order of seniority and equalized over 14-day pay periods in accordance with current practice.

Selection of overtime will be done by seniority. Normally, overtime will be offered in four (4) hour, eight (8) hour, and twelve (12) hour blocks. Supervisors will be allowed to work two (2) sixteen (16) hour blocks by seniority per week. In addition, Supervisors are able to work additional sixteen (16) hour blocks prior to the mandatory overtime process if approved by the Employer.

If an employee is improperly passed over on an overtime opportunity, that employee shall be offered the opportunity to make up the overtime missed at a mutually agreed time no later than ten (10) days following the missed overtime opportunity. Said makeup overtime opportunity shall be in addition to, and shall not be a substitute for, overtime opportunities that already are otherwise available. If an employee would have been compensated at the applicable overtime rate but is improperly passed over, the makeup opportunity shall be compensated at the applicable overtime rate, but there shall be no pyramiding or duplication of overtime pay.

## **Article 12**

### **Work Schedule**

#### **Section 12.1**

Weekly Work Schedule. Employees assigned to a three (3) shift operation shall work a schedule incorporating two (2) consecutive days off, provided that an employee shall not be scheduled to work more than seven (7) consecutive days. An illustration of this weekly work schedule is attached as Exhibit A to this Agreement.

#### **Section 12.2**

Shift Assignments. On or before November 1 of each year, employees shall be permitted to submit written requests indicating their first and second shift preferences for the following calendar year. The Executive Director shall then make shift assignments among employees by November 15. Shift preference requests shall be granted for fifty percent (50%) of the positions on each shift. These granted positions would be filled by seniority. These positions are granted year-by-year and by seniority. The Executive Director shall then fill the remaining positions by each of the remaining employee's first and second choice of shift preference. The Executive Director shall make reasonable efforts to accommodate the shift preference requests made by employees taking into consideration seniority to the extent possible. Spouses or significant other within the chain of command will not work the same shift.

#### **Section 12.3**

Schedule. The assignment and day off sheet for employees shall be posted at least one (1) week prior to the day-off rotation. Except in emergency circumstances, employees shall be notified two (2) weeks in advance of a change in a previously issued shift or weekly work schedule.

Annual day off rotation shall be selected by seniority. In the event a vacancy in the permanent day off rotation arises, the vacancy will be filled by offering the vacancy to employees on rotating schedules on the same shift by seniority. No other schedules shall be adjusted and/or changed as a result of an employee on a rotating schedule filling a vacancy in the permanent day off rotation.

#### **Section 12.4**

Temporary Assignments. The Employer may change an employee's regular shift on a temporary basis not to exceed thirty (30) days per year, without the prior notification called for in the preceding section, in order to provide coverage for employee absence, to allow for special training opportunities, to provide extra manpower required by special circumstances, or in conjunction with internal investigations. The Employer shall first ask for volunteers to fulfill the above needs. This will not be used to thwart Section 12.2.

#### **Section 12.5**

Trading of Days. An employee may trade working time or days off with another employee or with himself, if approval for the trade is obtained in advance from his Department Director or the Executive Director. Approval shall be at the sole and exclusive discretion of the Department Director or the Executive Director. The employee originally scheduled to work the time shall remain credited with it as time worked. Time shall be traded in accordance with the Fair Labor Standards Act.

#### **Section 12.6**

No Trading of Shifts. The permanent trading of shifts between individuals shall not be permitted.

## Article 13

### Seniority/Probationary Period

#### Section 13.1

Definition of Seniority. “Seniority” is defined as an employee’s length of uninterrupted continuous service with the Employer as a full-time regular employee. Seniority is computed from the employee’s last date of hire. An employee’s seniority shall be credited upon his successful completion of his probationary period. When two or more employees commence service with the Employer on the same date, or are promoted on the same date, the employees shall be ranked for seniority purposes by hire date, then by Social Security number (last four digits), with the highest number being the most senior and the lowest being the least senior. If an employee is demoted, by their own choice or otherwise, to the rank of Corrections Supervisor, during their probationary period which shall not exceed six (6) months, he/she can return to their previous rank while retaining all seniority rights. If an employee is demoted, by their own choice or otherwise, to the rank of Corrections Supervisor, after completing their probationary period, they shall be placed at the bottom of the “Rank Seniority List.”

“Rank Seniority” or “Time in Grade” is defined as the length of time the employee has been continuously employed at a particular rank and shall be used to determine all seniority issues that relate to this Agreement.

#### Section 13.2

Application of Seniority. Seniority shall be used for the purposes as described in the various Articles of this Agreement.

#### Section 13.3

Probationary Period. Upon appointment as a Corrections Supervisor, an employee will be required to successfully complete a probationary period. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. The length of the probationary period shall be three (3) months. During this probationary period, an employee who has previously been employed by the Employer may be returned to his former position of employment when, in the judgment of the Executive Director, the employee’s fitness and/or quality of work are not such to merit continuation in the higher level position. An employee returned to his former position in this manner shall have no appeal through the Grievance Procedure or otherwise over such return.

### **Section 13.4**

**Termination of Seniority.** Seniority and the employment relationship shall be terminated if: (a) an employee quits; (b) an employee is dismissed or removed for cause; (c) an employee fails to notify the Employer of his intent to return to work within seven (7) calendar days after the date of mailing of the notice of recall or the employee fails to actually return to work within fourteen (14) calendar days after the date of mailing of the notice of recall; (d) an employee is absent for three (3) consecutive workdays without advising the Employer and giving satisfactory reasons; (e) an employee gives false reason for obtaining a leave of absence or engages in other employment during such leave or fails to return to employment at the end of such leave; (f) an employee has been on a leave of absence due to an injury, illness or disability not sustained in the course of or arising out of employment for one (1) year or his period of service, whichever is less and has exhausted all paid leave; (g) an employee has been laid off for one (1) year or his period of service, whichever is less; (h) an employee has been on a leave of absence due to an injury, illness or disability sustained in the course of and arising out of employment for two (2) years or his period of service, whichever is less; or (i) an employee falsifies pertinent information on his application for employment.

If an employee returns from an injury, illness or disability leave and recommences such leave within six (6) months, the time spent on such subsequent leave shall be combined with the period of the original leave for purposes of computing the maximum period of leave an employee may take while still retaining seniority.

### **Section 13.5**

**Return to Bargaining Unit.** In the event a Supervisor II, or higher, is demoted, he may be demoted to the position of Corrections Supervisor.

## Article 14

### Layoff and Recall

#### Section 14.1

Layoffs. In the event a layoff or job abolishment is necessary, the employee with least rank seniority shall be laid off. An employee who has previously been employed as a corrections officer may then exercise any seniority rights he possesses to displace corrections officers.

#### Section 14.2

Layoff Notification. An employee who is subject to layoff or job abolishment and the Union shall be notified at least seven (7) days in advance of such action.

#### Section 14.3

Layoff Assistance. An employee subject to indefinite layoff or job abolishment shall be provided assistance by the Employer in preparing a resume to seek other employment.

#### Section 14.4

Recall Period. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled.

#### Section 14.5

Recall Procedures. Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 14.6**

Return from Recall. The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 14.7**

Prior Layoffs. All seasonal, part-time, temporary and probationary employees will be laid off prior to the layoff of any regular employee.

## **Article 15**

### **Family and Medical Leaves of Absence**

The Employer shall grant leaves in accordance with the Family and Medical Leave Act and FMLA regulations. In the event of changes in the law or the regulations, the parties shall meet and negotiate regarding the effects of such changes.

## **Article 16**

### **Sick Leave**

#### **Section 16.1**

Crediting of Sick Leave. Sick leave shall be accumulated at the rate of 4.62 hours for every biweekly pay period in active pay status.

#### **Section 16.2**

Charging of Sick Leave. Sick leave shall be charged in a minimum unit of one (1) hour for the first hour taken. Sick leave taken after the first hour in each instance of absence shall thereafter be charged in one-quarter (1/4) hour increments. An employee shall be charged for sick leave, on an hour-for-hour basis, only for days which he would otherwise have been scheduled to work. Sick leave payment shall be calculated at the employee's wage rate at the time it is taken and shall not exceed the normal scheduled workday or workweek earnings.

#### **Section 16.3**

Uses of Sick Leave. Sick leave shall be granted to an employee for the following reasons:

- a. Illness, injury or disability of the employee.
- b. Serious illness or injury of a member of the employee's immediate family who resides in the employee's household, provided that the employee's absence from work is required because of serious hardship to his immediate family or because the serious illness or injury is a contagious disease and the employee's exposure to that disease may jeopardize the health of other employees. Immediate family for purposes of this paragraph shall include spouse, child, stepchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, legal guardian or other who stands in the place of a parent.
- c. Medical, dental or optical examination or treatment for the employee, his child or stepchild, which cannot be scheduled during nonworking hours.
- d. To extend a bereavement leave for no more than three (3) days in the manner and under the circumstances set forth in Article 19 below.
- e. One (1) day (eight-hour increment) per calendar year, for general health and wellness issues, provided the employee provides at least forty-eight

(48) hours' advance notice. Use of this day shall not be counted against discretionary day eligibility or the attendance policy.

#### **Section 16.4**

Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a completed leave certificate form to justify and explain the nature of the illness for the use of sick leave. If the use of sick leave extends beyond three (3) consecutive workdays or in cases in which sick leave usage is excessive or reflects a demonstrated pattern of absenteeism, the employee shall be required to furnish the Employer with a written statement by a licensed physician explaining the nature of the illness, the medical treatment being rendered, the reasons why the employee is unable to work, and the date the employee may be expected to return to work. Falsification of either a completed leave certification form or a physician's certificate may be grounds for disciplinary action.

#### **Section 16.5**

Sick Leave Discretionary Days. An employee who utilizes four (4) hours or less of sick leave per quarter will be eligible for eight (8) hours of discretionary time off with pay or opt to receive payment of discretionary time; notwithstanding the foregoing, an employee who is absent during an entire calendar quarter on an approved leave of absence shall not be eligible to receive eight (8) hours of discretionary time off with pay. Leaves of absence due to injuries received while working and approved by the Bureau of Workers' Compensation, shall not count against the employee. An employee eligible to receive eight (8) hours discretionary time off with pay in this manner must take this time off in the following calendar quarter. Discretionary time off shall be scheduled at a mutually agreeable time. If an employee's request(s) to use a discretionary day in a calendar quarter is/are denied by the Employer, the employee shall be permitted to carry that discretionary day over to and it shall be scheduled in the following calendar quarter. Discretionary time off shall be taken in increments of eight (8) hours.

Employees electing to receive payment of discretionary time must notify the Employer of that election no later than the 15th day of the month following completion of the calendar quarter, and payment shall then be made by the end of the next full payroll period following the 15th day of the month.

At retirement or termination of employment for any reason except discharge for just cause, employees shall be paid for any unused discretionary days at their current rate of pay.

#### **Section 16.6**

Sick Leave Conversion. An employee shall be permitted to receive pay for accrued but unused sick leave in the following manner:

- a. Upon retirement only from active service with the Corrections Center, an employee who has worked at least five (5) years, but less than ten (10) years with the Corrections Center, will be paid twenty-five percent (25%) of the value of their legally accrued but unused sick leave credit. The maximum of such payment, however, will be thirty (30) days' pay.
- b. Upon retirement from active service with the Corrections Center, an employee who has worked ten (10) or more years with the Corrections Center, will be paid sixty percent (60%) of the value of their legally accrued but unused sick leave credit. The maximum of such payment, however, will be sixty (60) days' pay.
- c. Upon retirement from active service with the Corrections Center, an employee who has worked fifteen (15) or more years with the Corrections Center, will be paid seventy-five (75%) of the value of their legally accrued but unused sick leave credit. The maximum of such payment, however, will be seventy (70) days' pay.
- d. In the event an employee is killed in the line of duty, his heirs shall receive one hundred percent (100%) of the value of his legally accrued but unused sick leave credit.
- e. An employee who dies while in active employment will be considered to have terminated employment as of the date of his death. The surviving spouse or others, as set forth in Section 2113.04 O.R.C., will then be eligible to receive sick leave payment for which the decedent would otherwise have qualified at the time of retirement.
- f. Upon separation from active service with the Corrections Center, an employee who has worked ten (10) or more years with the Corrections Center and who has at the time of separation accrued but unused sick leave of at least eight hundred (800) hours will be paid twenty-five percent (25%) of the value of his accrued but unused sick leave credit. There shall be no pyramiding or duplication of the payments set forth in subsections (b) and (f) of this Section.

Payment will be based upon the employee's hourly rate of pay at the time of retirement or death. Payment will be made in one lump sum and shall serve to eliminate all sick leave credit accrued by the employee. Payment will only be made on sick time that has been legally accrued while employed at CCNO.

## Article 17

### Unpaid Disability Leave

When an employee has been absent due to sickness, accident or injury that is not job-related, and has exhausted his accumulated sick leave, the employee may then request that he be placed on a disability leave of absence without pay, if substantiated by satisfactory medical evidence by a licensed physician verifying that the employee is unable to substantially perform his job duties and stating the probable period for which the employee will be disabled. The Employer shall retain the right to have such employee examined by a doctor of its choice, at the Employer's expense. An employee requesting a disability leave due to pregnancy need not exhaust or use all accumulated sick leave before requesting disability leave.

If the two physicians disagree on the employee's ability to work, they shall be requested to mutually select a qualified third physician and his opinion shall be binding upon both parties. The cost of a third examination shall be paid for by the Employer.

The total period of unpaid disability leave due to a sickness, accident or injury that is not job-related may not exceed six (6) months or the employee's period of service, whichever is less. An employee on such unpaid leave shall not receive fringe benefits. However, he may arrange to prepay the monthly premiums to continue his medical benefits.

## **Article 18**

### **Military Leave**

#### **Section 18.1**

An employee who is called into active military service shall be placed on an approved leave of absence during the period of time he is required to serve. Upon discharge, the employee shall have ninety (90) calendar days to report to work in accordance with the law. The employee shall accrue seniority while on such leave.

#### **Section 18.2**

An employee, who is a member of the Ohio national guard, the Ohio military service, the Ohio naval militia, or a member of other reserve components of the armed forces of the United States, shall be entitled to a leave of absence with pay for such time as he is performing military duty for periods not to exceed twenty-two (22) eight-hour workdays or 176 hours in any one calendar year, for each calendar year in which military duty is performed.

## Article 19

### Bereavement Leave

#### Section 19.1

Immediate Family. When an employee has a death in his immediate family and actually attends the funeral, the Employer will allow the employee up to three (3) workdays off [five (5) days if the funeral is more than 200 miles from the employee's residence] with pay to attend to family matters. The Employer may require reasonable documentation of attendance at the funeral. Upon the return to duty, the employee will be required to fill out a Leave Certification Form and turn it in to his Supervisor. The Executive Director may give an employee permission to use up to three (3) days' sick leave to extend the bereavement leave, if there is good cause for such an extension.

The days the employee may take off for bereavement leave are at the employee's option and include only those days beginning with the day of the death and the days thereafter up to and including the day of the funeral (the day after the funeral if it is more than 200 miles from the employee's residence), subject to the maximum periods set forth in the preceding paragraph. The employee may not use bereavement leave or charge against sick leave any days or parts of days that fall on paid holidays, part of the employee's vacation or any other day the employee was not scheduled to work.

Members of an employee's immediate family shall include spouse, child, stepchild, parent, person who stood in loco parentis, brother, sister, mother-in-law, father-in-law, spouse's legal guardian or person who stood in loco parentis, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law. Significant other must reside in the same residence to be entitled to bereavement leave.

#### Section 19.2

Other Relatives. An employee shall be granted a leave of one (1) workday to attend the funeral of his aunt, uncle, niece, nephew or grandparent-in-law; the employee may use one (1) day's sick leave in order to be compensated for the day of leave, provided that the funeral does not fall on a paid holiday, part of the employee's vacation or any other day the employee was not scheduled to work. The Employer may require documentation, satisfactory to the Employer, of attendance at the funeral. Upon the return to duty, the employee will be required to fill out a Leave Certification Form and turn it in to his supervisor. Use of sick time under this section shall not be counted against discretionary day eligibility.

If the funeral of a relative identified in this Section is more than 200 miles from the employee's residence, the Employer will allow the employee up to three (3) workdays to attend the funeral, and the employee may use sick leave in order to be compensated for the days of leave. The days the employee may take off and the days an employee may charge against

accumulated sick leave include only those days beginning with the day of the death and the consecutive days thereafter up to and including the day after of the funeral, subject to the maximum periods set forth in the preceding paragraph. The employee may not charge against sick leave any days or parts of days that fall on paid holidays, part of the employee's vacation or any other day the employee was not scheduled to work.

**Article 20**

**Vacations**

**Section 20.1**

Vacation Computation. Regular full-time employees shall be granted vacation annually on an anniversary year basis in accordance with the following schedule:

<u>Years of Service as of Anniversary Date in Vacation Year</u>	<u>Vacation Leave</u>	<u>Maximum Vacation Leave</u>
1	3.08 x number of biweekly periods in active pay status in prior calendar year	80 hours
7	4.62 x number of biweekly periods in active pay status in prior calendar year	120 hours
14	6.15 x number of biweekly periods in active pay status in prior calendar year	160 hours
22	7.69 x number of biweekly periods in active pay status in prior calendar year	200 hours

Employees with less than one year’s employment shall accrue vacation at the rate of 3.08 hours for each biweekly pay period in active pay status, and shall be permitted to take vacation once they have accrued forty (40) hours’ vacation leave, subject to the requirements of Section 20.2.

For purposes of this Article, one (1) year of service will be considered twenty-six (26) biweekly pay periods in active pay status. For purposes of this Article, “active pay status” is defined as hours actually worked, paid sick leave, vacation leave and authorized paid holidays. “Active pay status” does not include periods of inactive service, including, by way of example but not by way of limitation, leaves of absence and disciplinary suspensions. Additional vacation leave is not accrued through the accumulation of paid overtime.

Annually employees may opt to have a maximum of forty (40) hours of their vacation time deposited in their Ohio Public Employees Deferred Compensation Program or their County Commissioners Deferred Compensation Program as provided in Article 26.

## **Section 20.2**

**Vacation Scheduling.** By December 1 of each year, the Employer shall issue a vacation log to be used by employees during the two (2) week period following issuance of the log to select vacations from available vacation time. Employees may only use vacation time during periods of time after the vacation has accrued. There shall be a first round of vacation selections in which employees on a shift may select, in order of rank seniority, one (1) or two (2) forty (40) hour periods of vacation, either consecutively or otherwise. In a second round of vacation selections, immediately following the first round, employees on a shift may select vacation time, in order of rank seniority, any remaining vacation in forty (40) hour blocks. In a third round of vacation selections, immediately following the second round, employees on a shift may then select, in order of rank seniority, vacation time in minimum increments of eight (8) hours, at which point the vacation selection process will conclude. After the vacation logbook is completed, employees shall have thirty (30) days to submit a request for paid leave to be taken on a holiday. If additional paid time on a holiday is approved, requests shall be granted in order of seniority. If an employee selects vacation in accordance with this process and later changes shifts voluntarily, reasonable efforts will be made to accommodate the employee's requested vacation schedule; if the employee's shift is changed involuntarily, he shall be permitted to take vacation at the time drawn in the vacation selection process. After conclusion of the vacation selection process, any subsequent requests for vacation leave must be submitted in writing to the employee's Director through the Shift Commander at least forty-eight (48) hours in advance whenever possible, who shall approve or deny such requests based on operational limitations, and any such requests must be in minimum increments of one-quarter (.25) hour. Vacation periods selected during the first and second rounds of vacation selection described above may begin with the employee's first regular workday after two (2) or more scheduled workdays off, and/or end on the day prior to two (2) or more scheduled workdays off. Employees must have vacation time earned prior to taking vacation, but may select vacation periods prior to accrual.

More than one (1) Supervisor can be off at one time for vacation, personal and discretionary days when staffing permits.

## **Section 20.3**

**Vacation Carryover.** A maximum of two hundred twenty (220) hours of vacation time may be carried over to the following calendar year. If an employee is not permitted to use all his vacation time over two hundred twenty (220) hours through no fault of his own, he shall be paid for all such unused time in the check covering the first full payroll period in January of the following year; in other circumstances, an employee will not be compensated for unused vacation time in excess of 220 hours.

**Section 20.4**

Vacation Pay Upon Separation. Employees who resign, retire or are terminated shall be compensated at their current hourly rate of pay for any accrued but unused vacation leave.

**Section 20.5**

Vacation Buy Back. Employees shall be granted the opportunity one time per year to buy back one week [forty (40) hours] of accumulated vacation time. This buy back will be available the second pay period in March of each year. It will be paid at the current rate of pay and must be in the 40-hour increment.

## **Article 21**

### **Holidays**

#### **Section 21.1**

Holidays. For the purposes of this Agreement, the following shall be recognized as legal holidays:

New Year's Day - First day of January  
Martin Luther King Day - Third Monday in January  
Presidents' Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - Fourth day of July  
Labor Day - First Monday in September  
Columbus Day - Second Monday in October  
Veterans' Day - Eleventh day of November  
Thanksgiving Day - Fourth Thursday in November  
Christmas Day - Twenty-Fifth day of December

#### **Section 21.2**

Personal Day. In addition to holidays and vacation provided in this Agreement, employees are entitled to one (1) personal day off with pay, which is to be taken at a time designated by the employee with the approval of his supervisor. A request for a personal day off shall be made two (2) weeks in advance, except in emergencies. At retirement or termination of employment for any reason except discharge for just cause, employees shall be paid for any unused personal days at their current rate of pay.

#### **Section 21.3**

Holiday Compensation. Employees shall receive holiday pay in the pay period in which the holiday occurs equal to eight (8) times the employee's usual hourly rate. Employees who are scheduled to work the holiday shall receive, in addition to holiday pay, their usual hourly rate for hours worked on any of the above holidays, but must work the complete holiday to receive the holiday pay.

#### **Section 21.4**

Holiday Pay Eligibility. In order to be eligible to receive holiday pay, an employee must have (a) completed his last scheduled workday immediately prior to and his next scheduled workday immediately following the holiday, whether or not said qualifying days are within the same workweek, unless on a pre-approved paid leave or the absence or absences are excused with a doctor's excuse, and (b) worked at least one (1) of the last seven (7) workdays immediately preceding or immediately following the holiday, unless on vacation.

#### **Section 21.5**

Holiday During a Vacation or Sick Leave Period. If a holiday occurs during the scheduled vacation of an eligible employee or while he is on approved sick leave, the vacation or sick leave will be deducted from the employee's accrued balance for the holiday.

## Article 22

### Fringe Benefits

#### Section 22.1

Insurance Benefits. The Employer will supply group health insurance for all regular full-time employees. The group health insurance plan shall incorporate 80%/20% coinsurance levels (in network providers), deductibles not to exceed \$200 individual/\$400 family and annual out-of-pocket maximums not to exceed \$1,500 per individual/\$3,000 per family. The Employer will pay eighty-eight percent (88%) of the monthly premium cost, and the employee will share the cost by paying, through payroll deduction, twelve percent (12%) of the monthly premium cost based on the coverage type (single, two-party or family), provided that the employee's monthly premium cost may not increase more than ten percent (10%) in any twelve (12) month period. The Employee premium contribution will be made on a pre-tax basis. The co-pay for prescription medications will be Five Dollars (\$5.00) for generic medications and Twenty Dollars (\$20.00) for formulary medications and Forty Dollars (\$40.00) non-formulary medications. Emergency room visits will include a One Hundred Dollar (\$100.00) co-pay unless admitted or seen by a physician and referred to the ER or is waived by the Employer. Office visit co-pays will be Twenty Dollars (\$20.00). The Employer shall also provide, to active employees, a life insurance benefit in the amount of Forty Thousand Dollars (\$40,000.00) at no cost to the employee. The Employer shall also provide, to active employees, a vision benefits plan at no cost to the employee, and the employee at his or her own expense may add dependents to that plan.

#### Section 22.2

Insurance Conditions. The complete terms of the group insurance provided for herein are set forth in contracts and certificates of insurance that are issued or will be issued by the insurance carriers, and all of the benefits provided are subject to the conditions and provisions set forth in said contracts and certificates of insurance.

#### Section 22.3

Waiver of Group Health Plan. Employees are presented the opportunity to elect or waive the group health coverage in December for the following year. Those employees that opt to waive the health insurance package shall receive twenty-five percent (25%) of the current premium they would otherwise be eligible to receive if more than ten (10) employees waive the health insurance, the amount of waiver payment shall increase by 2% for each additional employee that waives, up to a maximum of 45%. The waiver payment will be based on the average number of employees waiving coverage per month. Waiver payments shall be received by the employee at the end of the year in which they did not receive coverage. The waiver payment shall be prorated to reflect any full months the employee worked without insurance coverage.

Should the employee decide to opt back into the group health care coverage, the employee will be eligible one (1) time during the calendar year to reenter coverage in any health insurance package available to current CCNO employees. Application to reenter group health coverage must be received in a timely manner to be effective at the beginning of the next calendar month. If both spouses are employed by CCNO, only one is eligible to enroll in the group health insurance. The remaining spouse is eligible to opt for the waiver payment.

#### **Section 22.4**

Spousal Coverage. Spouses who are employed by employers other than CCNO must enroll as primary in the health, prescription drug and dental programs, made available through their employer, provided that the spouse's premium cost to obtain single coverage shall be no more than Seventy-Five Dollars (\$75.00) per month. If a spouse enrolls in his/her employer's plan, the spouse shall be provided secondary coverage through CCNO.

If a spouse who is required to enroll in their employer's plan as primary fails to do so, said spouse shall not be eligible for coverage through CCNO.

#### **Section 22.5**

Uniforms. The Employer shall provide uniforms to employees, and shall provide at least five (5) shirts and three (3) pairs of trousers. The Employer shall pay the full cost of replacement of any uniform item that is worn beyond reasonable use, subject to a maximum annual allotment per employee of Three Hundred Fifty Dollars (\$350.00). During the time period from April 15 to October 15, employees shall wear a uniform consisting of a polo shirt and gray slacks, except on days that the Executive Director determines that dress uniforms must be worn for special reasons, such as inspections, Board meetings and special visits. In addition, uniform items damaged beyond reasonable repair through no fault of the employee shall be replaced at the Employer's cost, and shall not be deducted from the employee's annual uniform allotment, and any such damaged uniform items that are replaced shall be turned back in to the Employer. Pregnant employees may obtain reimbursement of the reasonable cost of purchasing maternity trousers, which shall be charged against their uniform account, provided that a purchase order is obtained in advance. After employees sign the uniform voucher it may be returned to the Employer who shall be responsible for forwarding it to the uniform supplier.

#### **Section 22.6**

Dry Cleaning Allowance. The Employer shall provide to employees whose uniforms are not exchanged and laundered by the Employer a dry cleaning allowance in the amount of Four Hundred Eighty Dollars (\$480.00) per year, half payable in April and October during the life of the Agreement.

**Section 22.7**

Replacement of Personal Items. Personal articles not covered by another insurance plan that are destroyed, damaged, or stolen in the line of duty will be replaced or repaired by the Employer at the Employer's expense. Personal articles are defined as watches, eye glasses, dentures, contact lenses and any other article approved by the Employer.

**Article 23**

**Wages**

**Section 23.1**

Wage Rates. Rates of pay and their effective dates during the term of this Agreement shall be as follows:

	01/01/2013 Pay Rate (2% Increase)	01/01/2014 Pay Rate (2% Increase)	01/01/2015 Pay Rate (2% Increase)
1 Years	\$20.35	\$20.76	\$21.18
5 Years	\$20.76	\$21.18	\$21.60
10 Years	\$21.18	\$21.60	\$22.03
15 Years	\$21.60	\$22.03	\$22.47
20 Years	\$22.03	\$22.47	\$22.92
25 Years	\$22.47	\$22.92	\$23.38

**Section 23.2**

Compensatory Time. Compensatory time shall be earned at the overtime rate provided in Article 11, Section 11.1 and will be earned in lieu of being paid overtime, with a maximum accumulation of one hundred twenty (120) hours. After 120 hours has been accrued, compensatory time must be used prior to additional accumulation.

Employees will be paid any unused compensatory time in the pay period that includes December 1 of each year. Compensatory time cannot be accrued between December 1 and December 31.

Requests for compensatory time shall be submitted in the same manner as vacation requests; with the exception that compensatory time may not be scheduled in the vacation log. Compensatory time taken cannot create overtime for the Employer. If unforeseen circumstances arise that compensatory time becomes overtime, the Employee shall be required to schedule adjust later in the same pay period or use vacation, personal or discretionary time instead of compensatory time.

Compensatory time shall be tracked by the exception report. The Shift Commander/OIC will note on the exception report if the Employee is to be paid overtime or accrue compensatory time at the Employee's discretion.

Employees may opt to have their unused compensatory time deposited in their Ohio Public Employees Deferred Compensation Program or their County Commissioners

Deferred Compensation Program as provided in Article 26. This option may be utilized twice per year on June 15 and November 15.

Accumulated but unused compensatory time will be paid out upon separation from CCNO.

## **Article 24**

### **Training**

All training required by the Employer shall be paid for by the Employer. Time spent traveling to a training site after the employee has reported to work at the Employer's facility shall be considered hours worked. If an employee is required to return and report for work at the Employer's facility following training at a remote site, the time spent in returning shall be considered hours worked.

## Article 25

### Call-In Pay and Court Duties

#### Section 25.1

Call-In Pay. An employee called in to work other than during his regularly scheduled work period shall be guaranteed a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the applicable rate. This provision will not apply to an employee called in early to his regularly scheduled work period when the employee works continuously from the early call-in to his regularly scheduled work period, nor shall it apply when the employee is held over at the end of his regularly scheduled work period.

#### Section 25.2

Court Time. An employee who is required to return to make court appearances at a time that is not part of his regularly scheduled work period and is not contiguous to the beginning or end of his regularly scheduled work period shall, irrespective of time actually spent, be paid at least two (2) hours pay at the applicable rate.

#### Section 25.3

Jury Duty. Any employee who is officially summoned for jury duty and who actually performs such service shall be paid his usual straight time hourly rate of pay for up to eight (8) hours in a day, less any compensation received by the employee for such jury duty. In order for the employee to receive pay under this Article, he must secure a certificate from the Clerk of Courts in which he served attesting to the fact that the employee was required to serve jury duty and verifying the amount of time spent by the employee in doing so.

## **Article 26**

### **Deferred Compensation Program**

The Employer shall extend to all employees the opportunity to join the Ohio Public Employees Deferred Compensation Program or the County Commissioners Deferred Compensation Program.

**Article 27**

**Pension Fund Provision**

Employees shall be provided coverage under the Public Employees Retirement System to the extent required by the Ohio Revised Code.

## **Article 28**

### **Unemployment Compensation**

Employees shall be provided, by the Employer, unemployment compensation coverage to the extent required by the Ohio Revised Code.

## Article 29

### Officer-in-Charge

#### Section 29.1

In the event an employee is designated to serve as Officer-in-Charge, his base hourly rate for the actual hours worked as Officer-in-Charge shall be increased by \$3.00 per hour while serving in that capacity, and this shall constitute his base hourly rate for overtime purposes. The Director of Security and Operations will appoint eligible employees to serve as Officer-in-Charge. Quarterly, the Corrections Supervisors interested in performing as OIC will submit a written request to the Director of Security. The Employer will reserve the right to change the OIC based on events that may affect the ability of the Corrections Supervisor from performing the OIC. Corrections Supervisors who serve as Officer-in-Charge for an entire shift shall have a regular workday of eight and one-half (8 1/2) hours for that shift. There shall be no pyramiding or duplication of extra or premium pay, including officer-in-charge and overtime pay.

#### Section 29.2

If staffing levels permit, the Officer-in-Charge will not be counted as a Supervisor for that shift, and will not have units assigned to him/her.

## **Article 30**

### **No Strike/No Lockout**

#### **Section 30.1**

Neither the Union nor any of the employees covered by this Agreement shall engage or participate, either directly or indirectly, in any strike (including sympathy strikes), sit-down, stay-in or slow-down, any cessation or interruption of work, interference with the shipment of goods or materials, boycott or interference with the operations of the Employer in any way during the life of this Agreement.

#### **Section 30.2**

The Employer agrees not to institute a lockout of employees during the term of this Agreement.

## **Article 31**

### **Miscellaneous**

#### **Section 31.1**

Work Rules. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules and regulations pursuant to the Employer's statutory authority to regulate the conduct of employees. New work rules and changes in existing work rules shall be reduced to writing and posted on the Employer's bulletin board for a period of seven (7) calendar days. The Employer agrees to meet and discuss with the Union any new work rule or changes in existing work rules, if a written request to meet is made during the seven (7) day posting period, and such meeting shall be held within fourteen (14) calendar days of the date of posting. At or before the date of posting of new work rules or changes in existing work rules, the Employer shall provide two (2) copies of same to the Union representatives identified in Article 6, with at least one (1) copy provided to either the Union President or Union Secretary-Treasurer; the Union representatives receiving copies shall acknowledge receipt of same by signing.

#### **Section 31.2**

Operator Insurance. Liability insurance for bodily and property damage for Employer motor vehicles and equipment shall be provided by the Employer at no cost to the employee. Whenever an employee operates his personal vehicle while on official Employer business, the same liability insurance shall be in effect at no cost to the employee.

#### **Section 31.3**

Commercial Driver's License. In the event an employee is required to possess a Commercial Driver's License, the Employer shall pay for all costs associated with compliance.

#### **Section 31.4**

Printing and Supplying of Agreement. This Agreement shall be printed, and each employee shall be given a copy. All costs associated with the printing of the Agreement shall be borne by the Union. Each party shall retain a master copy of this Agreement, which shall be executed by both parties.

### **Section 31.5**

**Headings.** The parties agree that the use of headings before Articles or Sections is for convenience and reference only. The parties also agree that no heading contained herein shall be used or considered for the purpose of interpreting any Article or Section contained in this Agreement, nor shall any heading in any way affect the interpretation or application of any such Article or Section.

### **Section 31.6**

**Disciplinary Chairperson.** There shall be at least one (1) Corrections Supervisor per shift appointed to the position of Disciplinary Chairperson. Employees shall submit a request to be considered for this position no later than December 15 for the following calendar year. The Employer shall then designate which Corrections Supervisors on each shift are appointed to the position. The third shift Disciplinary Chairperson will consider appropriate hours in scheduling disciplinary hearings. The designated chairpersons will be responsible to perform regular supervisory duties as well as duties of the Disciplinary Chairperson. The designated Disciplinary Chairpersons will receive adequate time during their shift to complete these job functions. The Disciplinary Chairpersons will be considered in the Supervisors' shift selection and work schedule (Article 12 of this Agreement). The Disciplinary Chairperson may be required to adjust their work schedule to accommodate disciplinary hearings for the betterment of the discipline process. These adjustments will not be considered according to assignment changes in Article 12.

### **Section 31.7**

**Bulletin Boards.** The Union shall be provided reasonable access to and use of an employee bulletin board. Postings shall be Union business-related, but shall not contain political, obscene or degrading messages.

### **Section 31.8**

**Internal Mail.** The Union may continue to use the Employer's internal mail system for the purpose of distributing Union business material and notices to members.

### **Section 31.9**

**Posting of Vacancies.** All vacancies for positions at the facility for which Corrections Supervisors are eligible shall be posted for at least seven (7) days before being filled. A copy of the posting shall also be provided to the Union on the date of posting.

**Section 31.10**

Travel Expenses. Employees who are required in the course of their duties for the Employer to travel outside Lucas, Williams, Fulton, Defiance and Henry Counties during their usual meal periods shall be reimbursed for their actual meal expenses upon furnishing a satisfactory receipt, subject to a per diem maximum of Thirty Dollars (\$30.00), which may only be used as follows: Six Dollars (\$6.00) for breakfast, Nine Dollars (\$9.00) for lunch and Fifteen Dollars (\$15.00) for dinner. An employee who is required in the course of his duties for the Employer to travel away from the Corrections Center of Northwest Ohio and must use his own personal vehicle shall be reimbursed for mileage expenses at the then current Internal Revenue Service rate. An employee may use his own personal vehicle on Employer business but will not be reimbursed unless he makes a prior written request to use an Employer vehicle and said request is denied. Other travel-related expenses, such as parking fees and toll road fees, shall be reimbursed upon furnishing a satisfactory receipt.

## Article 32

### Complete Agreement/Severability

#### Section 32.1

Neither the Employer nor the Union shall be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, neither the Employer nor the Union is bound by any past practice of the Employer or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

#### Section 32.2

The parties agree that they will not change wages, hours and other terms and conditions of employment during the term of this Agreement, except as reserved to management as management rights not in direct violation of this Agreement. The Union agrees that this Agreement is intended to cover all matters affecting wages, hours, and other terms, and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

#### Section 32.3

If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. If any Article or Section of this Agreement or any riders hereto is held invalid as specified in the preceding sentence, either party may make a written request to meet within thirty (30) calendar days of such holding, and the parties shall then meet to negotiate a lawful replacement for the Article or Section in question.

**Article 33**

**Duration**

**Section 33.1**

This Agreement shall be effective July 1, 2012 and shall remain in full force and effect until June 30, 2015. Any wage increases agreed to in the course of negotiations to arrive at a successor to this Agreement shall be effective no earlier than January 1, 2016. Economic issues and the work schedule shall be effective January 1, 2013 unless otherwise agreed upon.

**Section 33.2**

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations in accordance with Chapter 4117 of the Ohio Revised Code.

**CORRECTIONS COMMISSION  
OF NORTHWEST OHIO**

By  \_\_\_\_\_

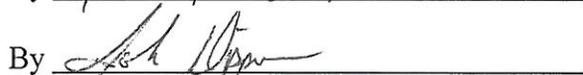
By  \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**CCNO SUPERVISORS ASSOCIATION,  
LOCAL 53 OF THE INTERNATIONAL  
UNION OF POLICE ASSOCIATIONS,  
AFL-CIO**

By  \_\_\_\_\_

By  \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**Last Chance Agreement**

This Last Chance Agreement (hereinafter "Agreement") is made and entered into, this \_\_\_\_ day of \_\_\_\_\_, by and between the Corrections Commission of Northwest Ohio (hereinafter the "Employer" or "CCNO"), the CCNO Corrections Supervisors Association, Local 53 of the International Union of Police Associations, AFL-CIO (hereinafter the "Union"), and \_\_\_\_\_ (hereinafter "\_\_\_\_\_").

WHEREAS, the Employer has determined that \_\_\_\_\_ could be subject to termination because (s)he had been found guilty of policy violation as a Corrections Supervisor;

WHEREAS, it is the desire of the parties to memorialize the discipline agreement by this writing;

NOW, THEREFORE, in consideration of the undertakings hereinafter provided, it is mutually agreed by and between the parties hereto as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. If \_\_\_\_\_ is found guilty of a suspendable offense of CCNO policy (s)he may be terminated. In the event any of these conditions is not satisfied, \_\_\_\_\_'s employment by the Employer shall be immediately terminated and said termination shall be effective without notice or any action on the Employer's part. This Agreement remains in effect for one (1) year from the date of the signing of this Agreement.
4. Any termination of \_\_\_\_\_'s employment in accordance with this Agreement shall not be subject to the Grievance Procedure (including Arbitration) set forth in the labor agreement between the Employer and the Union, and neither the Union nor \_\_\_\_\_ will institute or voluntarily participate in any proceeding, legal or otherwise, arising out of the matters settled herein or out of any termination of the employment relationship in accordance with the terms of this Agreement.
5. The Employer and the Union agree that this settlement shall not serve or in any way be considered or construed as a precedent in any further grievances, arbitrations or other cases or matters arising between the Employer and the Union.
6. The Employer and the Union agree that this Agreement shall not preclude any future or current employee from termination for being found guilty of violation of CCNO Policy #\_\_\_\_\_.

WHEREFORE, the parties have hereunto set their hands, this \_\_\_\_ day of \_\_\_\_\_.

**CORRECTIONS COMMISSION  
OF NORTHWEST OHIO**

**CCNO SUPERVISORS ASSOCIATION,  
LOCAL 53 OF THE INTERNATIONAL  
UNION OF POLICE ASSOCIATIONS,  
AFL-CIO**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



[Exhibit A - Work Schedule]