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**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE ASHTABULA COUNTY BOARD OF COMMISSIONERS**

**On behalf of**

**THE ASHTABULA COUNTY YOUTH DETENTION CENTER**

**And**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL  
UNION**

**ON BEHALF OF LOCAL 7334-03**

**EFFECTIVE: January 1, 2012  
EXPIRES: December 31<sup>st</sup>, 2014**

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## PREAMBLE/PURPOSE

This Agreement, entered into by the Ashtabula County Board of Commissioners, on behalf of the Ashtabula County Youth Detention Center, hereinafter referred to as the “Employer”, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, on behalf of Local 7334-03, hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to provide an opportunity for the Union and the Employer to negotiate agreements, and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for all employees included in the bargaining unit as defined herein; and to provide a mechanism for the resolution of differences in accordance with the grievance procedure contained herein.

## ARTICLE 1

### **UNION RECOGNITION**

**1.01** The Employer recognizes the Union as the sole and exclusive representative for the purposes of negotiating wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time or regular part-time **and on call** in the detention center and holding the job title listed below:

#### **Juvenile Corrections Officers**

**1.02** All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit

**1.03** Bargaining unit work may be performed by supervisory or other employees of the employer as necessary, providing such work does not result in the layoff of any existing employee.

## ARTICLE 2

### **RESPONSIBILITIES OF THE PARTIES**

**2.01** Each of the parties hereto acknowledges the right and responsibility of the other party as provided for in this Agreement and agrees to discharge its responsibilities under this Agreement.

**2.02** The Union, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement.

All employees are expected to report to the facility on time and ready to perform all job duties and responsibilities at the start of their shift. They are further expected to complete the duties satisfactorily throughout the course of their shift. Upon completion of their shift, the employee should exit the facility in

a timely fashion.

**2.03** The Employer, its officers and representatives at all levels, are bound to observe the provisions of this Agreement.

**2.04** In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) There shall be no authorized strikes, work stoppages, slowdowns, and interruption of operations of services or lockouts during the life of this Agreement.
- (2) The applicable procedures of this Agreement will be followed for the settlement of all grievances.
- (3) There shall be no discrimination, restraint, or coercion against any employee because of his membership in the Union or against any employee because of his decision to refrain from membership in the Union.

### **ARTICLE 3**

#### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**3.01** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, , race, color, creed, national origin, disability, or religion. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**3.02** All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**3.03** The Employer and Union agree not to interfere with the right of eligible employees to become members or not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

**4.01** Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the Department and in addition to other

functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine each department's goals, objectives, programs, and services and to utilize personnel in a manner designed to effectively and efficiently meet these purpose;
- D. To determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work (including weekends), work schedules, and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine each department's budget and uses thereof;
- I. To maintain the security of records and other pertinent information.

**4.02** The Union recognizes and accepts That all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer, provided the exercise of such rights do not conflict with the express terms of this Agreement.

## ARTICLE 5

### UNION SECURITY AND CHECK-OFF

**5.01** The employer agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all employees eligible for membership in the bargaining unit.

**5.02** The employer agrees to deduct regular Union membership dues bi-weekly from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization, signed individually and voluntarily by the employee. Newly hired employees shall be eligible for dues deduction after thirty (30) days of service with the employer. The signed payroll deduction form must be presented to the employer by the employee or the Union. Upon receipt of the proper authorization, employer will deduct union dues from the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the employer.

**5.03** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of This Article regarding the deduction of Union dues, fees, and assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any and all claims, demands, actions, or other forms of liability arising from deductions made by the Employer pursuant to this Article or in reliance on any list, notice, or assignment furnished under any such provisions. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**5.04** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) lay-off from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization.

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

**5.06** The parties agree that neither the employees nor the Union shall have a claim 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 an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**5.07** The rate at which dues are to be deducted shall be certified to the Employer by the International Treasurer of the Union during January of each year. A one (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Unions dues deductions and a list of employees from whom dues have been deducted to the International Treasurer of the Union, United Steelworkers of America, Department 1880, Pittsburgh, Pennsylvania 15278-1880 within ten (10) working days of the payroll date of deductions.

**5.08** The Employer agrees that it will check off and transmit as directed by the district director of the United Steelworkers Political Action Committee (USW PAC) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state and federal statutes.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section.

## ARTICLE 6

### **FAIR SHARE FEE**

**6.01** All eligible bargaining unit employees on the effective date of this Agreement, who do not become members of the Union after sixty (60) days following the beginning of their employment with the Employer, shall be required as a condition of continued employment to pay to the Union a fair share fee.

**6.02** The fair share fee shall be established to cover the employee's pro rata share of: (1) the direct cost incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The fair share fee shall not be used to finance political and/or ideological activity. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

**6.03** Prior to the effective date of this Agreement, and on the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify to the Employer and to each employee the proportionate amount of its total dues and fair share fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. This certification must explain the various categories of expenses with specificity. The amount of the fair share fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.

**6.04** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article, and the Union hereby agrees That it will indemnify, defend and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Further, the Union shall indemnify, defend and hold the Employer harmless against any from of liability arising out of or by reasons of action taken or not taken by the Employer for purposes of complying with any of the provisions of this Article or in reliance on any list, notice or assignment furnished under any such provisions. It shall be the responsibility of the employee to obtain appropriate refund from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## ARTICLE 7

### UNION REPRESENTATION

**7.01** Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as the Grievance committee. The Employer shall recognize up to three (3) committeemen and one (1) alternate.

**7.02** The Union shall designate the jurisdictional areas for the committeemen, and shall notify the Employer, in writing, of the names of the Grievance committee Members and of their respective jurisdictional area before such representative shall be recognized by the Employer. Grievance committeemen designated by the Union shall only operate within their jurisdictional area.

**7.03** For the purpose of this Article, appropriate Union representative business is defined as:

- A. Representation of a member at any formal step of the grievance procedure;
- B. Representation of a member at a disciplinary hearing;
- C. Attendance at meetings between the Union and Employer where their attendance is requested.

**7.04** In addition to the authorized Grievance Committeemen and alternates, the Union may designate a Grievance Chairman. The authorized function of the Grievance Chairman shall be to replace absent committeemen or alternate Committeemen in any of the functions outlined as appropriate Union business in this Article.

Each Committeeman shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in Section 3 of this Article. Attendance at such meetings during non-scheduled hours shall not be compensated.

**7.05** Rules governing the activity of the Local Union Grievance Chairman, Grievance committeemen, and alternates are as follows:

1. The Grievance Chairman, committeeman, or alternate must obtain, in advance, authorization of his immediate supervisor before beginning Union activities;
2. The Grievance Chairman, Committeeman, or alternate shall identify the reason for the request at the time Union activity time is requested;
3. The Grievance Chairman, committeeman, or alternate shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity;

4. The Grievance Chairman, Committeeman, or alternate shall cease Union activities immediately upon the order of the supervisor of the area in which Union activity is being conducted or upon the order of the Chairman's, Committeeman's or alternate's immediate supervisor; and,
5. Failure to comply with such order may result in disciplinary action if it is found that the Union Grievance Chairman, Committeeman, or alternate is abusing the rules of the Section.

**7.06** Any changes made in the Grievance Committee, alternate Committeemen, or officers shall be furnished to the Executive Director, in writing before being recognized by the Employer.

**7.07** Before leaving the job to conduct Union activity, all Union representatives shall be required to notify their supervisor.

## ARTICLE 8

### LABOR MANAGEMENT MEETINGS

**8.01** In the interest of sound labor/management relations, unless mutually agreed otherwise, the YDC Director and/or his designees shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 8.02 on a bi-monthly basis at a mutually agreeable day and time, . Additional representatives may attend by mutual agreement.

**8.02** The purpose of such meeting shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of Changes made by the Employer, which affect the bargaining unit members;
3. Discuss any grievances that have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. To consider and discuss health and safety matters relating to employees.

**8.03** Either party may request a special labor/management meeting by submitting a request in writing to the other party indicating the issue(s) to be discussed. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

**8.04** Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Nothing in This Article shall prevent the parties from informally resolving matters of immediate concern.

## ARTICLE 9

### PROBATION PERIODS

**9.01** Every newly hired on-call or part-time employee will be required to successfully complete a probationary period. The probation period for new employees shall begin on the first day for which the employee receives compensation from the Employer. Probation periods shall be one thousand forty (1040) hours for all newly hired employees. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal from such removal. Newly hired probationary employees shall not have recourse through the grievance procedure or to the State Personnel Board of Review regarding disciplinary actions until the successful completion of their initial probationary period.

**9.02** Employees promoted from within will be required to successfully complete a probationary period in the newly appointed position. The probationary period for a newly promoted employee who has successfully completed this one thousand forty (1040) hour initial probationary period shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. An employee who has not yet completed the one thousand forty (1040) hour initial probationary period must successfully complete those hours and then successfully complete the 90 calendar days probation period for the new position.

**9.03** Full-time new hires probationary period shall be one (1) year.

## ARTICLE 10

### SENIORITY

**10.01** Seniority shall be defined as the length of continuous service with the Employer. Once continuous service is broken, the employee loses all previously accumulated seniority. Upon completion of the required probationary period, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from the date of hire.

**10.02** A break in continuous service shall occur when an employee:

- A. Quits or resigns;
- B. Is discharged;
- C. Retires;
- D. Is laid off for a period in excess of three (3) calendar years;
- E. Is absent without leave for three (3) consecutive work days or more;
- F. Fails to return from leave of absence upon expiration or cancellation;
- G. Fails to report to work within fourteen (14) days of the date of recall.

In the event of layoff employees will continue to retain seniority for three (3) years. Employees shall accrue seniority equal to length of service at time of layoff.

**10.03** An approved leave of absence does not constitute a break in continuous service providing the employee follows the proper procedure for such leave and returns to active service immediately following the expiration or cancellation of the approved leave.

**10.04** Part-time employees shall have their continuous length of service prorated on the basis of two thousand eighty (2080) hours per year.

**10.05** The parties recognize that job opportunity and security will increase in proportion to length of service and the ability to perform the work. It is agreed that in all cases of bidding, promotion, recall and layoff that the following will be applied; seniority, ability to perform the work, and physical fitness for the work.

## ARTICLE 11

### LAYOFF AND RECALL

**11.01** Whenever the Employer determines that a layoff is necessary within the bargaining unit, the Employer shall notify the affected employees in writing at least fourteen (14) calendar days in advance of the effective date of layoff. Prior to notifying affected employees, the Employer agrees to notify the Union and provide an opportunity for the parties to meet to discuss the impact of any impending layoff.

**11.02** The Employer shall determine in which classification(s) and employment status layoff will occur. Within each classification affected, layoff shall occur by inverse seniority. Layoff of permanent part-time and full-time employees shall occur by inverse seniority in the classification and employment status of each group affected by the reduction in force. Full-time employees may, at their option, exercise bumping rights against permanent part-time employees with less seniority within the same classification. In the event there is a reduction in the work force on-call and part-time employees shall be laid off first.

## ARTICLE 12

### VACANCIES AND PROMOTIONS

**12.01** The term promotion, for the purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

**12.02** Whenever the Employer determines a job vacancy exists in the bargaining unit which needs to be filled, a notice of such opening shall be posted on the department's bulletin board for five (5) working days. During this period, anyone wishing to apply for the open position shall submit a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period nor any applications who do not meet the minimum qualifications for the position.

**12.03** All timely-filed applications shall be reviewed considering the following criteria: qualifications, education, experience, work record, previous job performance, disciplinary record, seniority, physical and mental capability, and other job related criteria.

**12.04** The position shall be awarded to the individual who best meets the criteria outlined in Section 12.03 herein. Where two (2) or more applicants are determined to be equal in qualifications, then seniority shall govern.

## ARTICLE 13

### JOB DESCRIPTIONS

**13.01** Each job description shall list the educational and experience prerequisites for each position in addition to the major or central duties of the particular position and shall include all functionally related duties whether listed or unlisted

**13.02** The Employer will provide a job description to every employee when hired, transferred, demoted, or promoted into a classification. Within thirty (30) days of the signing of this Agreement all bargaining unit employees will be provided with copies of the job descriptions currently in effect for their positions.

**13.03** Whenever a substantial change occurs in any bargaining unit job description, the Employer agrees to provide the affected employee(s) and the Union with a copy of the new or updated job description.

**13.04** Whenever a new classification is created, the Employer shall determine if the position is within the bargaining unit and shall notify the Union. If the Union disagrees with the Employer's position, it may seek whatever recourse it has through the State Employment Relations Board (SERB) pursuant to the provisions of Chapter 4117 ORC and the SERB rules and regulations. The Employer and Union shall meet to negotiate the wage rates for any new classification determined to be in the bargaining unit.

**13.05** The parties recognize that the primary function of supervisors and non-bargaining unit members is to supervise the employees in their department. The parties also recognize that it may be necessary for supervisors and non-bargaining unit members to train employees and also be used in cases of emergencies.

Subject to the above, supervisors and non-bargaining unit members shall not be used to reduce the number of full or part-time employees required in the bargaining unit.

**13.06** Formal training programs will be implemented by the local union committee and the Youth Detention Center.

## ARTICLE 14

### DISCIPLINARY PROCEDURES

#### **14.01 Disciplinary Authority**

Employees may be reduced in pay or position, suspended, terminated or otherwise disciplined by the Employer for, among other reasons, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of departmental regulations or any other failure to good behavior or for any other act of misfeasance, malfeasance or nonfeasance in the office.

The Employer is obliged to investigate the nature of alleged infractions to determine if a violation of law or policy has occurred. Employees must provide complete and accurate information during any investigation.

#### **14.02 Progressive Discipline**

1. Employees are hereby advised of expected job behavior, the types of conduct that are unacceptable and the penalties for unacceptable behavior.

2. Supervisors are to follow an established system of progressive discipline when correcting job behavior. Each offense is to be documented and dealt with objectively.

3. The progressive discipline policy is established as a guide for management employees to use in administering discipline in a uniform manner. The discipline policy in no way limits the statutory rights enumerated in the Ohio Revised Code.

4. This policy provides standard penalties for specific offenses; however, the examples of specific offenses given in any grouping are not all-inclusive and merely serve as a guide.

Affected employees may also bump into a lower level position for which they are presently qualified as determined by the Employer. Qualified for the purposes of this Article shall mean that the employee can assume the full duties and responsibilities of the position without further training or certification.

The order of layoff in each of the above categories shall be determined by least agency seniority. If two (2) or more employees have the same agency seniority, the employee with the least classification seniority shall be displaced.

**11.03** Any employee receiving notice of layoff shall have three (3) work days, excluding Saturdays, Sundays, and holidays, following receipt in which to exercise his right to bump any employee with less Employer seniority in the same classification or a lower level classification for which he is qualified.

Any employee who is bumped from his position shall have three (3) work days, excluding Saturdays, Sundays, and holidays, in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority to bump another employee shall be laid off and placed on the appropriate recall list.

**11.04** Employees who are placed on layoff may request to receive payment for earned but unused vacation. Such request must be made prior to the effective date of layoff. Employees who do not request payment for earned but unused vacation shall receive payment for such vacation either at the time of layoff or at the conclusion of twelve (12) consecutive months of layoff, at the mutual agreement of the employee and Employer.

**11.05** Recall from layoff will be made in reverse order of layoff that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of their current address. Employees shall have seven (7) calendar days following the mailing of the recall notice to notify the Employer of their intentions to return to work.

Employees who refuse recall to a classification from which they have been laid off shall lose all seniority and recall rights. Employees who fail to return to work within fourteen (14) days of the date of recall shall lose all seniority and employment rights. Employees may be recalled to a position other than the original position they were laid off from, provided they are presently qualified to perform the duties of the non-original position as determined by the Employer. Employees who refuse recall to a non-original position shall remain eligible for recall to their original position in accordance with the provisions of this Article. The Employer may attempt to recall employees prior to posting a position as a vacancy. Employees shall remain on the appropriate recall list for thirty-six (36) months from the effective date of the layoff.

5. The standard penalties provided in this policy do not prevent the application of a greater or less severe penalty for a given infraction when circumstances warrant. When a penalty deviates from the recommended standard penalty, the reason for deviation should be noted.

6. Documentation of verbal instruction and warning will be logged in the employee's personnel record by the employee's Supervisor. Records of Instruction and Caution (See Appendix M) will become inactive after twelve (12) months, if there are no subsequent or related violations. If there are subsequent violations, the verbal instruction/warning will remain in effect until twelve (12) months after the most recent incident.

Written Reprimand disciplinary action (See Appendix M-1) will remain active in the employee's file and be counted in the progressive scheme of discipline for twenty-four (24) months. If at the end of a twenty-four (24) month period, there have been no further instances of the same or a related offense, the action will become inactive. If there are subsequent violations, the written disciplinary action will remain in effect until twenty-four (24) months after the most recent incident.

Inactive records will not be considered when processing subsequent disciplinary actions. However, all records and disciplinary action, verbal or written, involving incidents of moral turpitude will remain in effect during the entire period of an employee's employment with the County.

7. Different offenses within the same group and related offenses within different groups will be disciplined progressively (that is, each incident will be disciplined at the next higher level).

8. Unrelated offenses in different groups will be considered individually.

### **14.03 Progressive Discipline Offenses**

#### **1. GROUP (1) OFFENSES**

Group (1) offenses are minor in nature and cause minimal disruption.

Group (1) offenses include, but are not limited to:

- Failure to call in an absence within one-half (1/2) hour of schedule start time;
- Excessive absences that disrupt service or other employees;
- Unexcused absence from a scheduled staff meeting;
- Chronic tardiness;
- Starting late or leaving early, without following the established procedures;
- Making preparations to quit work before the appointed break or quitting time;
- Leaving the assigned work area without authorization;
- Interfering with the work of others;
- Malicious mischief, horseplay, wrestling or other misconduct;
- Unnecessary shouting or disruption;
- Use of profane or abusive language;
- Neglect of work;

- Unsatisfactory work or failure to maintain required standard of performance;
- Failure to work cooperatively with other employees;
- Careless use of County property or equipment;
- Use or possession of another employee's equipment without authorization;
- Poor housekeeping in work area;
- Contributing to or creating unsafe or unsanitary conditions;
- Failure to follow safety rules and procedures;
- Unauthorized personal use of telephones;
- Any of the following offenses occurring while an employee is operating a motor vehicle on County time;
  - a. Speeding;
  - b. All other two point violations;
  - c. Failure to wear a front seat passenger restraint.

Appropriate disciplinary action for Group (1) offenses includes:

<u>First Offense:</u>	Verbal instruction and warning - documented
<u>Second Offense:</u>	Record of Instruction and Cautioning
<u>Third Offense:</u>	Written documentation and one (1) to three (3) days suspension without pay
<u>Fourth Offense:</u>	Written documentation and five (5) to fifteen (15) days suspension without pay
<u>Fifth Offense:</u>	Discharge

## 2. GROUP (2) OFFENSES

Group (2) offenses are of a more serious nature than Group (1) offenses and if left undisciplined may cause a serious and lasting disruption to the operation of the County.

Group (2) offenses include, but are not limited to:

- Disobeying orders of a supervisor
- Disorderly conduct;
- Use of abusive or threatening language toward supervisors;
- Discourteous treatment of the public;
- Reporting for work or working while unfit for duty;
- Creating a hostile work environment, including sexual harassment;

- Sleeping during work hours;
- Failure to report for overtime work;
- Failure to provide required documentation of absences;
- Willful disregard of County rules, regulations, policies or procedures;
- Willful failure to make required reports;
- Unauthorized use of County property or equipment;
- Performing private work on County time;
- Unauthorized solicitation or distribution on County property;
- Obliging the County for any expense or service without authorization;
- Failure to report an accident, injury or equipment damage;
- Refusing to give testimony in accident or incident investigations;
- Making or publishing false, vicious or malicious statements about County employees or County operations; or
- Excessive garnishments (2) or more
- Any of the following offenses occurring while an employee is operating a motor vehicle on County time:
  - a. Reckless operation;
  - b. Falling asleep while driving;
  - c. Negligence resulting in damage to a county vehicle or a person;
  - d. Failure to comply with Ohio's Financial Responsibility Law;
  - e. Failure to wear a driver restraint

Appropriate disciplinary action for Group (2) offenses includes:

First Offense: Record of Instruction and Cautioning and two (2) to five (5) day suspension without pay

Second Offense: Written documentation and ten (10) to fifteen (15) day suspension without pay

Third Offense: Discharge

### 3. GROUP (3) OFFENSES

Group (3) offenses are of very serious or possibly criminal nature and cause critical disruption to the operation of the County.

Group (3) offenses include, but are not limited to:

- Failure to maintain required licenses or registrations;
- Absence from duty without leave;
- Insubordination by refusing to perform assigned work or comply with written or verbal instructions of supervisors;
- Wanton or willful neglect of duties;
- Instigating, leading or participating in any illegal walkout, strike, sit-down, stand-in, refusal to return to work or other concerted curtailment, restriction or interference with work;
- Conduct violating morality or common decency, including sexual harassment;
- Gambling during work hours;
- Possessing, selling or being under the influence of illegal drugs;
- Being under the influence of alcohol during work hours;
- Carrying or possessing firearms, explosives or weapons on County property without prior authorization;
- Fighting or attempting to injure other employees, supervisors or the public;
- Threatening, intimidating, coercing or interfering with other employees;
- Abuse or deliberate destruction of County property or equipment or of the property or equipment of other employees;
- Stealing, destroying, damaging or concealing property of the County or of another employee;
- Dishonesty or dishonest action such as theft, pilfering, opening desks assigned to others, making false statements, making inaccurate or false reports concerning absences, etc.
- Giving false information or withholding pertinent information requested in an employment application;
- Knowingly concealing a communicable disease that may endanger others;
- Unauthorized altering of time records;
- Making false claims or misrepresentation in an attempt to obtain an County benefit;
- Giving false testimony during the investigation of a complaint;
- Falsifying testimony when an accident is being investigated;
- Falsifying, assisting in falsifying or destroying County records;
- Misusing or removing records or information without authorization;
- Unauthorized release of confidential information; or
- Unauthorized political activity.
- Any of the following offenses occurring while an employee is operating a motor vehicle on County time:
  - a. Driving while under the influence of alcohol or drugs;
  - b. Driving without a valid Ohio driver's license
  - c. Failure to use child safety seat as required by Ohio law.

Appropriate disciplinary action for Group (3) offenses include:

First Offense: Written Reprimand and up to fifteen (15) day suspension to discharge

Second Offense: Discharge, if discharge was not implemented at the first offense

**14.04** Whenever the Employer or his designee determines that an employee may be subject to discipline for cause where such discipline could cause an employee to lose pay or position, a pre-disciplinary meeting will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The Employer shall notify the affected employee of the date and time of the meeting. A copy of such notice shall be sent to the unit chairperson and employee by regular mail to the last address on record.

The employee shall have the right to Union representation at the meeting if they so desire. Should an employee elect not to have Union representation, the employee shall sign a written statement to that effect and a copy of the statement shall be forwarded to the Union. An employee may also elect, in writing, to waive the opportunity of a predisciplinary meeting.

**14.05** All records of disciplinary actions shall cease to have force and effect two (2) years after the effective date of disciplinary action, provided that the employee has no other disciplinary action within such period.

**14.06** Each employee may inspect those portions of his personnel file available by law at reasonable times as mutually agreed upon by the affected employee and the YDC Director/designee. An employee shall have the right to have a Union representative present while reviewing the personnel file. The terms of this Section shall not be applied in such a fashion as to interrupt the work schedule of the employees nor to cause any expense to the Employer.

## ARTICLE 15

### GRIEVANCE PROCEDURE

**15.01** The term “grievance” shall mean an allegation by a bargaining unit employee that here has been a breach, misinterpretation or improper application of this Agreement. The grievance procedure is not to be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

**15.02** A grievance, under this procedure, may be brought by an employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance through the Grievance Committee of the Local Union, and the selected employee shall attend Grievance Meetings. Any employee may present a grievance and have it adjusted provided that a Union representative has an opportunity to be present without intervening. At all steps of this procedure, the Union representative should disclose to the Employer representative a full and detailed statement of the facts relied upon, the remedy sought and the provisions of the agreement relied upon. In the same manner, the Employer representative should disclose all the pertinent facts relied upon the by Employer.

**15.03** All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. The Union or employee may withdraw a grievance at any time by notifying management in writing.

**15.04** The written grievance shall be submitted on a grievance form, and shall contain the following information pertinent to the grievance

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of employee's immediate supervisor;
4. Date of incident giving rise to the grievance;
5. Date grievance was first discussed;
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific Articles and Sections of the Agreement violated;
8. A brief statement of the facts involved in the grievance;
9. The remedy requested to resolve the grievance.

**15.05** The time limitations provided for in This Article may be extended by mutual agreement between the parties. Extensions granted shall be reduced to writing and signed by the parties. Working days as used in the Article shall not include Saturdays, Sundays, and holidays.

**15.06** Each grievance shall be processed in the following manner:

Step 1 - Informal Step: The aggrieved employee shall present the grievance orally to his immediate non-bargaining supervisor within five (5) working days following the occurrence of the incident which gave rise to the grievance. No grievance shall be considered later than five (5) working days following the employee's knowledge of the incident giving rise to the grievance. However, no grievance will be considered if filed later than twenty (20) working days after the initial occurrence of the incident giving rise to the grievance, except an employee on vacation or approved leave of absence on the date of such occurrence may file a grievance within five (5) working days after he returns to work the immediate non-bargaining unit supervisor shall give an answer to the grievance within three (3) working days following the date the grievance was presented.

Step 2 - YDC Director: If the grievance is not satisfactorily settled at Step 1, the employee or Union official may, within three (3) working days after receipt by the employee of the Step 1 answer, reduce the grievance to writing and present the written grievance to the YDC Director. The YDC Director or designee shall, within five (5) working days of receipt of the grievance, meet with the aggrieved employee, Union official, and any witnesses he considers necessary to arrive at an answer. At the conclusion of this step, the YDC Director will have five (5) working days to respond in writing. The grievance shall be returned to the grievant.

Step 3 - Juvenile Court Administrator: Should the grievant not be satisfied with the answer he received in Step 2, within three (3) working days after his receipt thereof, he may present or have his Union official present the written grievance to the Juvenile court Administrator.

The Juvenile Court Administrator shall, within five (5) working days of receipt of the grievance, meet with the aggrieved employee and his international representative, as well as the YDC Director, and any witnesses he deems appropriate. The Juvenile Court Administrator shall give his answer to the aggrieved employee in writing within ten (10) working days after such conference, and return the grievance to the grievant.

Step 4 - Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to final and binding arbitration by submitting notice to the Employer within thirty (30) days of the receipt of the written answer at Step 3 of its intent to arbitrate and select an arbitrator for such grievance. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

The parties shall use the alternate strike method from the list of five (5) arbitrators from the panel of arbitrators provided in this Article. The party requesting the arbitration shall be the first to strike a name and alternating in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association and this 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 jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitation expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, but in no event more than sixty (60) days prior to the date the grievance was filed.

The decision of the arbitrator and any pre-arbitration settlement shall be final and binding upon the Union, the employee, and the Employer. All costs directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator, or in what proportion the parties shall share the costs.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of the transcript.

Any employee may have one (1) employee Union representative accompany him In Step 2 of the procedure, and ONE (1) employee Union representative at Step 3 and one (1) non-employee Union official. The employee may have ONE (1) employee Union official accompany him in Step 4, in addition to any non-employee Union officials. Employee representative and grievants will lose no straight time pay as a result of meetings with the Employer or arbitrator at any step of the grievance procedure.

Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer representative, Union representative, or employee shall sign the grievance indicating date of receipt, and a copy shall be provided to the other party (ies).

Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

**15.07** There is hereby created a permanent panel of arbitrators for use in the selection of an arbitrator pursuant to this Article. Such arbitrators are:

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_
- 4.) \_\_\_\_\_
- 5.) \_\_\_\_\_

**15.08** All time limits set forth in this Article may be extended by mutual agreement of the parties

## ARTICLE 16

### OVERTIME

**16.01** This Article is intended to define the normal range of work hours for fulltime and part-time employees for the purpose of overtime compensation, and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week, from establishing work schedules, or from establishing part-time employees.

**16.02** The normal work week for regular full-time employees is forty (40) hours per week. Regular permanent employees who work at least sixteen (16) hours per week but less than forty (40) hours per week are considered part-time employees.

**16.03** Whenever an employee is required by the Employer to work in excess of forty (40) hours in a work week, he shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for all such hours actually worked. For purposes of this Article, paid vacation leave shall be considered hours worked. An employee will be required to work when no other coverage is available based first on gender then on seniority.

**16.04** The Employer shall be the sole judge of the necessity for overtime. All overtime worked must have the prior approval of the YDC Director or designee. Overtime opportunities will first be offered to employees on other shifts, within the classification, within the department or unit involved. In the event the required number of employees cannot be obtained, the Employer, at its discretion, may offer the overtime to other employees. Should a sufficient number of employees not accept the overtime, the Employer shall assign the overtime work to employees from within the department or work unit, on shift, within the classification, according to departmental needs.

The Employer shall endeavor to make an equitable distribution of overtime. Employees who are offered overtime and refuse or fail to work such overtime, and employees who are unavailable shall be credited as having worked such overtime for purposes of overtime equalization.

## **ARTICLE 17**

### **CALL-IN PAY**

**17.01** Whenever an employee is called into work by the Employer, at a time which does not abut the employee's regularly scheduled work hours, said employee shall receive a minimum of four (4) hours work or four (4) hours of straight time pay as determined by the Employer.

**17.02** The Employer agrees to provide employees with twenty-four (24) hour notice of scheduled changes except in the case of an emergency or short staffing to cover call-offs.

**17.03** Call-ins by the Employer shall be made by seniority as determined by Employees date of hire at the Youth Detention Center.

**ARTICLE 18**

**HOLIDAY PAY**

**18.01** All employees covered by this Agreement who have completed One Thousand forty hours (1040) or one (1) year of continuous service with the Ashtabula County Youth Detention Center shall be entitled to the following holidays:

New Years' Day	1 <sup>st</sup> of January
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Easter Sunday	Sunday on which observed
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	11 <sup>th</sup> of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	25 <sup>th</sup> of December

**18.02** Full time employees must work their scheduled days before and after the holiday and the holiday to be entitled to the holiday pay, if scheduled to work the holiday. Full time employees will not forfeit holiday pay if they have pre- approved scheduled vacation their scheduled day prior to, the day of or the scheduled day after a holiday. If the full time employee works a scheduled holiday they will be compensated at the rate of one and one half (1 ½) times their regular pay plus eight (8) hours of holiday pay.

On-call and Part-time Employees are not entitled to holiday pay unless they work the actual holiday. If an on-call or part-time employee works a holiday, they will be entitled to receive compensation at the rate of one and one half times(1 ½) their regular pay plus eight (8) hours of holiday pay if they have finished their probationary period.

Premium holiday pay hours shall not count be considered in the calculation of overtime hours.

**18.03** All holidays shall be observed in accordance with Section 1.

**18.04** Each full-time employee who has successfully completed the probationary period shall be entitled to four (4) personal days with pay, in each calendar year. Each part-time employee who has completed their probationary period shall be entitled to two (2) personal day, with pay, in each calendar year. On- call employees are not entitled to personal days. Personal days must be taken in the year earned and may not be carried over from one year to the next.

The rate of pay for a personal day will be the employee's regular straight time hourly rate of pay.

If an employee completes his probationary period after November 1<sup>st</sup>, he will be entitled to one (1) personal day for the remainder of that calendar year as scheduling allows.

Personal days may be taken in minimum increment of one (1) regular scheduled workday. Requests for personal days are subject to prior approval of the Employer and must be given at least two (2) hours prior to the scheduled shift.

The Employer shall have the right to deny personal day requests if workload requirements so mandate.

A personal day may not be used to extend an employee's date of resignation or date of retirement.

## ARTICLE 19

### **VACATION**

**19.01** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Part-time employees do not accrue vacation. However, part-time employees who become full-time within one (1) year after their date of hire will be credited with 3.1 hours of vacation for every eighty (80) hours worked. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

**A.** For Employees hired on or before December 31, 2011

<u>LENGTH OF SERVICE:</u>	<u>UP TO:</u>
Less than 1 year	None
1 year but less than 7 years	80 hours (2 weeks)

7 years but less Than 12 years	120 hours (3 weeks)
12 years but less than 18 years	160 hours (4 weeks)
18 years and above	200 hours (5 weeks)

Such vacation leaves shall be accrued to employees at the following rates:

<u>Annual Vacation Entitled to:</u>	<u>Credit per Pay Period:</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

**B. For Employees hired on or after January 1, 2012:**

<u>LENGTH OF SERVICE:</u>	<u>VACATION</u>	<u>80 HOURS WORKED</u>
Less than 1 year	None	3.1
1 year to 8* years	10 workdays	3.1
8 years to 15* years	15 workdays	4.6
15 years to 25* years	20 workdays	6.2
25 or more years	25 workdays	7.7

\*\*Vacation begins to accrue at the higher rate after the eighth (8th), fifteenth (15<sup>th</sup>) and twenty fifth (25<sup>th</sup>) year anniversary dates.

**19.02** No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

**19.03** Vacation time will be computed based on seniority as computed by OPERS.

**19.04** The Employer will accept vacation requests made to the Employer before February 15 of each year. The Employer will post the vacation schedule within thirty-one (31) days of February 15. Requests made before February 15 will be granted based on seniority. Other requests must be made seven (7) days in advance.

**19.05** Where scheduling of vacation conflicts may occur, the preference shall be given to the senior employee, provided the conflict is reported prior to February 15. In no event can an employee whose vacation request is approved on or before February 15 have the vacation period preempted by a more senior employee.

**19.06** An employee wishing to change a scheduled vacation after the date of posting of the vacation schedule by the Employer, shall give the Employer seven (7) days advance notice. All changes in the schedule shall be made on a "first-come-first-served" basis for those unscheduled and available weeks remaining.

**19.07** Once the vacation schedule has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

**19.08** Vacations shall be taken in minimum increments of eight (8) hours.

**19.09** All employees covered by this Agreement shall be entitled to carry over one (1) week of vacation from year to year.

## ARTICLE 20

### SICK LEAVE

#### **20.01**

- A. Sick Leave is accrued while the employee is on active pay status. Employees are credited with .0575 hours of sick leave per hour in active pay status. Active pay status is defined as hours worked hours on paid vacation, hours for a paid holiday, and hours for paid sick leave. The employee is charged with sick leave only for the time That he is scheduled to work. Employees absent on sick leave shall be paid at the same hourly, daily, or biweekly rate as when they are working.
- B. The amount of sick leave time an employee may accrue is unlimited.
- C. Sick leave shall be charged in minimum increments of one (1)hour.
- D. Accrued vacation and sick time will be shown on the bi-weekly pay stubs.

#### **20.02**

- A. An employee may request sick leave for the following reasons:
  - 1. Illness or injury of the employee or a member of his immediate family.
  - 2. Exposure of the employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of the employee or the health of others;

3. Death of a member of the employee's immediate family;
4. Medical, dental, or optical examinations or treatments of Employee or a member of his immediate family;
5. Pregnancy, childbirth and/or related medical conditions.

For the purpose of this provision, "Immediate Family" is defined as: parent, brother, sister, child, stepchild, spouse, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or loco parentis (a person who stands in the place of a parent).

- B. If medical attention to the employee is required or if an absence extends beyond three (3) work days, or where sick leave abuse is indicated, a certificate from a physician may be required to justify the use of sick leave. The certificate must be returned to the business department no later than the next working day after the employee's appointment or as soon as the employee returns to work. Failure to submit a required physician's certificate may result in the non-payment of sick time. Any special circumstances relating to the failure to submit a required physician certificate must be approved by the YDC director or Juvenile Court Administrator in order for an employee to receive sick leave.
- C. The Employer maintains the right to investigate any employee's absence. Employees failing to comply with sick leave rules and regulations shall not be paid. Fraudulent application for sick leave will result in disciplinary action. Altering a physician's certificate or falsification of a written-signed statement of sick leave records shall be grounds for dismissal.
- D. Excessive, patterned or abuse of sick will result in disciplinary action.

**20.03** An employee requesting sick leave shall inform his immediate non-bargaining supervisor of the fact and the reason two (2) hours prior to his regular starting time. The Employee must call The Youth Detention Center and speak with a supervisor if one is in the building. If a supervisor is not in the building, the Employee may call off to the staff answering the phone but may receive a follow up call from a supervisor. Failure to call in two (2) hours prior to a shift will result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit, or other inquiry the Employer deems necessary.

**20.04** Vacation leave may be used for sick leave purposes upon the employee's request and the approval of the Employer after sick leave is exhausted. Employees who have exhausted all sick leave and

vacation leave may, at the discretion of the Employer, be granted a leave of absence without pay for a period not to exceed six (6) months, in accordance with the applicable provisions of the Agreement.

**20.05** The Employer shall be responsible for maintaining records of sick leave earned, sick leave used, and the balance of sick leave for each employee.

**20.06** The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capacity to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

## **ARTICLE 21**

### **SICK LEAVE CONVERSION**

**21.01** At the time of actual disability or service retirement under PERS, and employee with ten (10) or more years of service may choose to be paid , in cash, for one-fourth (1/4) the value of his earned, but unused, sick leave credit. The maximum payment may not exceed two hundred forty (240) hours or thirty (30) days.

**21.02** To qualify for such payment, the employee must be eligible for retirement. Normally, the employee will have ten (10) or more years of service.

**21.03** Such payment shall be based on the employee's rate of pay at the time of retirement.

**21.04** Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

**21.05** Upon death, any sick leave conversion payment for which the employee would have otherwise qualified for pursuant to this Article shall be made to the employee's spouse or to the employee's estate.

## **ARTICLE 22**

### **FUNERAL LEAVE**

**22.01** An employee may be granted usage of sick leave, upon approval of the YDC Director/designee, for a maximum of five (5) consecutive working days in the event of a death of an immediate family member. Proof of attendance at the funeral and other related and necessary activities may be required. The definition of "Immediate Family" is the same as set forth in Article XX

## ARTICLE 23

### **PATERNITY LEAVE**

**23.01** Paternity leave shall be consistent with the requirements of the Family Medical Leave Act (FMLA)

## ARTICLE 24

### **LEAVE OF ABSENCE WITHOUT PAY**

**24.01** The Employer may, upon written request of a permanent employee, grant the employee a leave of absence without pay, as prescribed below, whenever such leave is considered in the best interests of the agency as determined by the YDC Director:

- A. An employee who has worked at least one (1) year and who has a satisfactory performance rating may be granted a leave of absence without pay for a period not to exceed thirty (30) consecutive days in any one (1) year.
- B. An employee who has three (3) or more years of continuous service may be granted a leave of absence without pay for a period not to exceed six (6) months provided that said leave is for one of the following reasons:
  - 1. the employee is physically incapacitated, in which case a registered physician shall furnish the Appointing Authority with a statement confirming the fact; or
  - 2. the employee requests a leave for educational purposes

#### **24.02**

- A. An employee who fails to return to work upon the expiration of any authorized leave of absence without pay shall automatically be considered as having resigned from the agency on the effective date of the expiration of the leave.
- B. An employee may return to work prior to the original scheduled expiration of the leave, provided the earlier return is prior approved by the YDC Director.

**24.03** An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on leave of absence is to be considered in determining the length of continuous service for purpose of seniority as defined in Article 10 herein.

**24.04** If it is determined that an employee is abusing the leave of absence and not actually using it for the purpose specified, the YDC Director may cancel the leave and require the employee to report for work. Failure to report to work upon cancellation of a leave shall be deemed a resignation.

**24.05** The Employer will comply with the Family and Medical Leave Act for all qualifying leaves.

## ARTICLE 25

### **DISABILITY LEAVE WITHOUT PAY**

**25.01** **Disability Separation.** If an employee becomes unable to perform the substantial and material duties of his or her position and is not on a paid sick leave, the employee may be given a disability separation, in accordance with the following provisions:

A. **Voluntary Reduction:** An employee who becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a lower level position, may request a voluntary reduction to the lower level position. Such request shall be in writing to the YDC Director or designee, stating the reason for the request, and shall be subject to the approval of the Employer.

To qualify for disability leave or separation and employee must have exhausted all accumulated sick and vacation leave and be hospitalized or institutionalized, be in a period of convalescence following hospitalization or institutionalization or be declared incapable of performing the essential job duties of his/her position as defined by the Americans with Disabilities Act.

1. **Disability Leave without Pay:** If a voluntary reduction is not feasible, a disability leave without pay due to a disabling illness, injury, or condition, including pregnancy, may be granted for up to six (6) months (including time for which the employee is eligible for Family and Medical Leave) upon presentation of appropriate medical evidence. ~~At the sole discretion~~ **Upon approval** of the Employer, an additional disability leave up to six (6) months may be granted upon presentation of appropriate medical evidence.

2. **Disability Separation without Pay:** If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury, or condition, the employee may be given a disability separation. The employee must demonstrate that the probable length of disability will not exceed six (6) months.

The granting of a Disability Leave or Disability Separation will be subject to the rules and regulations regarding leaves of absence without pay. It shall be the duty of employee to provide updated medical information and documentation if at any time the employer requests it or the nature, extent, or probable return date changes. The total combined time of absence due to the disability shall not exceed two (2) years for the purpose of reinstatement rights under this Article.

**25.02:**        **Reinstatement Procedures:** Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be subject to the rules and regulations set forth in Medical/Physiological exams. If the employee applies to P.E.R.S. for Disability Retirement, and is approved, such separation shall be reported to the Employer within (10) calendar days. An employee who fails to apply for reinstatement, does not return from disability leave/separation, formally resigns, or takes disability retirement, shall be deemed permanently separated from services as of the date of the disability leave or separation.

## **ARTICLE 26**

### **ASSAULT LEAVE**

**26.01**        Assault leave (at no loss of pay) will be available to all bargaining unit employees subject to the following provisions:

1.        The employee must be unable to physically perform his job duties due to physical injury caused by an assault or battery while he was performing his established duties with the Employer.
2.        The employee's claim must be approved and validated by the Bureau of Workers' Compensation.

**26.02**        1.        A request for assault leave shall be made on the appropriate form which shall include the following information:

- a.        The nature of the injury.
- b.        The date, time and place of the occurrence.
- c.        Identification of the individual or individuals causing the assault.
- d.        Facts and circumstances surrounding the assault.
- e.        A certificate from a licensed physician describing the nature of the physical disability and its probable duration.

2.        The form shall be returned to the YDC Director's office on the day of the assault or as soon after the occurrence as is possible. No assault leave may be approved prior to receipt of the written, completed application form, and the required medical documentation.

3.        The bargaining unit employee, if requested by the YDC Director, shall consent to an examination at the expense of the Employer, by an Employer designated physician.

**26.03**        Assault leave will be limited to a maximum of five (5) working days. Once an employee has been approved for Workers' Compensation benefits, which shall cover such days, the employee shall

reimburse the Employer for the amount of said employee's wage paid for the applicable time period from such Workers' Compensation benefits.

## ARTICLE 27

### MEDICAL/PSYCHOLOGICAL EXAMINATION

**27.01** A medical and/or psychological evaluation by a qualified examiner may be required by the Employer to ensure that an employee is physically and mentally able to perform the duties of the position during employment. Examinations may include a lower back x-ray, a TB test, or any other job-related examination determined by the Employer to be an employment requirement.

**27.02:** The Employer may select the physician to administer a medical/psychological examination of an employee during employment, and shall pay the cost of said examination, If the employee disagrees with the findings and recommendations of the physician chosen by the employer, then the employee shall seek a medical/psychological examination from their private physician, with the costs being paid by the employee, if not covered by the employee's medical coverage. If the findings and recommendations of both, the employer's physician and the employee's physician are in conflict, then the parties shall seek a third party physician's opinion and that opinion shall be final and binding on all parties. Cost of the third opinion shall be split evenly between the employer and the employee. The physician shall be selected from the Department of Administration list of physicians.

**27.03** Incumbents of specified positions may be legally required to submit to a regularly scheduled medical or psychological exam during their period of employment with the agency. Such examination is intended to ensure that the incumbent continues to be physically and mentally able to perform the duties of his position.

## ARTICLE 28

### JURY DUTY/CIVIL LEAVE

**28.01** The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leave granted pursuant to this Article shall commence on the date of appearance on the summons. Employees shall notify the Employer immediately upon completion of the jury duty obligation.

**28.02** All compensation received by the employee for jury duty shall be remitted to the Employer by the employee.

**28.03** On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided reasonable amount of time remains in the shift as determined by the Employer.

**28.04** Any employee who is appearing in court as a result of being a party to an action, either criminal or civil, may charge such time to vacation or leave without pay, providing prior approval is obtained from the YDC Director or designee.

## ARTICLE 29

### MILITARY LEAVE

**29.01** Full-time employees of the Employer who are members of the Ohio National Guard, or a member of a Reserve Military Organization of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Without loss of pay shall mean the difference between the employee's regular salary and all government money received from military leave, excluding any transportation reimbursement. Upon return from such military leave, the employee shall provide the Employer with a copy of the government monies received for such duty.

**29.02** The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Any such affected employee shall notify the Employer as soon as they receive their orders and at least thirty (30) calendar days prior to the date which such duty will commence.

**29.03** A full-time employee who is drafted or is called for active duty in the Armed Forces of the United States, the Coast Guard, Public Health Service, or Civil Defense, or is drafted in the Merchant Marine Service, shall be entitled to re-employment after honorable discharge under honorable conditions from such services, provided he is physically and mentally able to do the work required. Said employee must report for work within ninety (90) days of such discharge, or within ninety (90) days after he is released from hospitalization, continuing after discharge for a period of not more than one (1) year. Said employee shall be employed in the same position or a similar position as when he left at the same salary, or if the position has been upgraded, at the applicable higher salary. In the event his former position no longer exists, he shall be employed in such capacity for which he is qualified at a salary comparable with that he formerly received.

## **ARTICLE 30**

### **UNION LEAVE**

**30.01** Duly elected or appointed delegates to conventions, conferences, or seminars of the Union who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such activities. The employee must request such time off at least fifteen days (15) days prior to the date(s) being requested, and when possible one (1) week prior to the posting of the applicable work schedule.

**30.02** In lieu of time off without pay, eligible employees may elect to take approved vacation leave for such meetings, provided such time is requested in accordance with the applicable provisions of this Agreement

## **ARTICLE 31**

### **ATTENDANCE**

**31.01** The Employer shall establish work schedules and shall maintain daily employee attendance records. Employees are required to promptly report to work and be at their station at their scheduled starting time.

**31.02** Employees who fail to report off work for any absence two (2) hours or more before the start of their scheduled shift shall not be eligible for paid leave and shall be charged with an unexcused absence. Under extenuating circumstances, the YDC Director/designee may excuse an absence at his discretion.

**31.03** Repeat unexcused absences and/or tardiness will be cause for disciplinary action.

**31.04** Although the Center encourages the use of sick leave when necessary, excessive and habitual absenteeism detracts from the equality of the program and places an undue burden on those employees who must fill in for absent employees. Tardiness, absenteeism or leaving early will not be tolerated. Policy violations will follow the principles of progressive discipline.

**31.05** An employee will be considered excessively absent or tardy when he or she has accumulated three (3) or more occurrences. An occurrence is any time an employee is tardy or absent without reporting off from work, uses sick time without a doctor's note or calls off sick without any accumulated sick leave available. Each violation is an occurrence. If a call-off requires a staff member to be off consecutive days the staff member will only be charged with one occurrence.

**31.06** When the fourth (4<sup>th</sup>) occurrence is made and six (6) months has not passed since the most recent call-off then a verbal warning will be issued

**31.07** When the fifth (5<sup>th</sup>) occurrence is made and six(6) months has not passed since the most recent call-off then next step will be a written reprimand.

- 31.08 When the sixth (6<sup>th</sup>) occurrence is made and six (6) months has not passed since the most recent call-off the next step will be a three (3) day suspension.
- 31.09 When the seventh (7<sup>th</sup>) occurrence is made and six (6) months has not passed since the most recent call-off the next step will be a five (5) day suspension.
- 31.10 When the eighth (8<sup>th</sup>) occurrence is made and six (6) months has not passed since the most recent call-off, the next step will be a fifteen (15) day suspension.
- 31.11 When the ninth (9<sup>th</sup>) occurrence is made and six (6) months has not passed since the most recent call-off, then the next step will termination of employment.
- 31.12 Any shift that is started late or not completed in its entirety counts as one-half (1/2) an occurrence. Two (2) one-half (1/2) occurrences that are committed within a six (6) month period will equal one (1) occurrence.
- 31.13 After six (6) months without a call-off, all occurrences will be removed. Any progressive discipline incurred through absenteeism will be removed from the employee's personnel file two (2) years from the date of the occurrence which was the cause of the discipline.
- 31.14 The following situations will not be counted against an employee in regards to the Attendance Policy;
- a. Jury Duty
  - b. Holidays as determined with the Collective Bargaining Agreement
  - c. Funeral as defined within the Collective Bargaining Agreement
  - d. Industrial injury or industrial illness
  - e. Military duty
  - f. Vacation
  - g. Union business and activities
  - h. Certified emergency (must be approved by the Director)
  - i. Subpoena (copy must be provided for verification)
  - j. Approved personal leave of absence
  - k. Layoff
  - l. Lack of work
  - m. Disciplinary layoff
  - n. Personal day(s)

## ARTICLE 32

### SAFETY AND HEALTH

**32.01** Employer shall comply with the minimum staffing standards as promulgated by the Ohio Administrative Code (O.A.C. 5139-37-11 (6)) as follows:

Policy and procedure shall require that a constant ratio of twelve children to one child-care worker be maintained during waking hours and twenty five children to one child care worker during sleeping hours. Policy and procedure shall require one staff member of each sex be on duty when male and female youths are housed. Also that if all residents are of the same sex, that at least one staff member of that gender be on duty at all times

**32.02** The safe and healthful performance of all work assignment is the responsibility of both supervisory and non-supervisory personnel. It is their responsibility to ensure that all safety equipment is used and all safety procedures/practices are observed.

- A. Any accident occurring during working hours shall be reported to the YDC Director/designee at once. The YDC Director or designee shall in turn notify the Juvenile Court Administrator. Upon notification, the YDC Director or designee shall complete an accident form no later than forty-eight (48) hours after the accident. The affected employee shall have the right to apply for Workers' Compensation.
- B. Any employee found to be willfully negligent in equipment operation or job performance resulting either in damage to equipment or an accident shall be subject to discipline.
- C. Nothing herein shall prevent the Employer from challenging an employee's claim for Workers' Compensation as deemed appropriate by the YDC Director.

**32.03** Due to the nature of the physical requirements of the position of Juvenile Corrections Officer, the safety, well-being and security of other employees and youth residents of the facility, there are no light duty or transitional work positions available. Any dispute regarding an Employee's ability to return to work shall be subject to the Employer obtaining a medical examination of the Employee, at Employer's expense, indicating that Employee can perform the full range of duties required by the position.

## ARTICLE 33

### BULLETIN BOARDS

**33.01** The Employer agrees to provide adequate space for a Union bulletin board in an agreed upon area of the facility.

**33.02** All Union notices which appear on the bulletin board shall be signed, posted, and removed by the Local Union chairperson or designee. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees, and Independent arms of the Union; and
- G. Rulings or policies of the Union.

All other notices of any kind not covered in “A” through “(II)” above must receive prior approval of the Employer. It is also understood that no material may be posted on the Union bulletin board at any time, which contains the following:

- 1. Reporting, commentary, endorsement criticism,, or any other statement which is politically motivated or considered of a political nature, except as provided in “B” through “E” above;
- 2. Personal attacks upon any other member or any other employee, or elected office holder;
- 3. Attacks on any employee organization, regardless of whether the organization has local membership.

**33.03** No Union related materials of any kind may be posted anywhere in the Employer’s facilities except on the bulletin board designed for use by the Union.

**33.04** If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union official to remove the material in question.

## ARTICLE 34

### EXPENSE REIMBURSEMENT

**34.01** Employees shall receive reimbursement for expenses incurred while traveling on official agency business. Expenses shall be reimbursed in the following manner:

- A. Mileage, Parking and Tolls
  - 1. Employees shall be reimbursed for actual miles while on official Employer business, at the rate set by the Ashtabula County Board of Commissioners for other employees when using personal vehicles. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, insurances, etc.). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip, in the same

automobile. Employees using their privately owned vehicle and traveling on routine agency business may be covered by the County's liability insurance as long as such coverage is available.

2. Credit cards may be issued for operating Employer vehicles on official business. Such credit cards are to be used for expenses such as gas and oil, and shall not be used for personal expenses. Abuse of this provision will result in disciplinary action.
3. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount, receipts for parking costs and highway tolls are required.
4. No expense reimbursement are paid for travel between home and office during the normal work schedule.

B. Overnight Expenses

Expenses covering the cost of a motel room up to a maximum of forty-five (\$45.00) dollars per night will be reimbursed when an employee travels out of the County on official business and such travel requires an overnight stay. Where extenuating circumstances exist charges in excess of the forty-five (\$45.00) dollars maximum may be approved by the YDC Director, at his discretion.

- C. An employee is eligible for meal reimbursement only when travel outside the County has been authorized and when travel extends through a normal meal period as follows:

<u>Requirement</u>	<u>Maximum</u>
When an employee is required to be on the road prior to 6:00 a.m., or when an overnight stay was required;	Breakfast \$8.00
Travel extends between the hours 11:00 a.m. and 3:00 p.m.	Lunch \$10.00
When an employee is required to be on the road after 7:00 p.m. or where an overnight stay was required.	Dinner \$15.00

**34.02**

- A. The Employer retains the right to deny expense reimbursement if it is determined that expenses incurred are frivolous or unreasonable in nature and/or not in compliance with the provisions of the Article.
- B. Non-reimbursable items shall include but not be limited to alcoholic beverages, entertainment dry cleaning laundry, room service, and tips other than for meals. Telephone calls are reimbursable only if necessary for official business.
- C. Reimbursement shall be made only upon submission of receipts.

**ARTICLE 35**

**WAGES/LONGEVITY**

**35.01 A. Starting Wages**

The starting wage for Juvenile Corrections Officer (JCO) is:

Classification

Full-time JCO	\$11.51/hour
Part-time JCO	\$11.26/hour
On-call JCO	\$10.00/hour

B. Contract Term Wage Adjustments

<u>Classification</u>	<u>Effective</u> 01/01/2012	<u>Effective</u> 01/10/2013	<u>Effective</u> 01/01/2014
Full Time JCO	+3%	Reopen	Reopen
Part Time JCO	+3%	Reopen	Reopen
On-Call JCO	+3%	Reopen	Reopen

When an employee moves from an on-call position to a part-time position or to a full time position, or when an employee moves from a part-time position to a full time position, the employee will receive the rate of pay of the new position or his current rate of pay plus two percent (2%) whichever is higher.

**35.02**

Longevity pay will be paid in a lump sum the first pay period in December. Only years of service at the Youth Detention Center will count towards that time. The longevity amount is based on number of years of service as of December 1<sup>st</sup> of that calendar year. Full-time staff will receive the longevity amount based on two thousand eighty (2080) hours. Part-time staff will receive the longevity amount based on one thousand forty (1040) hours. On-call staff will receive the longevity amount based on five hundred twenty(520) hours.

<u>YEARS OF SERVICE</u>	<u>AMOUNT/HOUR</u>
After 5 years of service	0.25
6 years	0.30
7 years	0.35

8 years	0.40
9 years	0.45
10 years	0.50
11 years	0.60
12 years	0.70
13 years	0.80
14 years	0.90
15 years	1.00
16 years	1.10
17 years	1.20
18 years	1.30
19 years	1.40
20 years +	1.50

Prior longevity already being received will not be calculated against the lump sum and will not be taken away.

Longevity will be dependant on the availability of funds and budget approval.

### ARTICLE 36

#### MEDICAL INSURANCE

**36.01** For the term of this Agreement the Employer agrees to provide medical insurance programs as provided to other County Employees under the county's group insurance plans.

**36.02** The employer will pay ninety (90%) of the premium for the primary plan (basic health insurance) for full-time employees. The Employee shall pay the remainder of the premium.

**36.03** The Employer may change insurance carriers and plans, providing the benefit levels are comparable to the benefit levels contain in the following PPO plans. The Option 3 PPO shall have deductibles of \$250.00/\$500.00 (single/family) in network and \$500.00/\$1,000.00 (single/family) out of network, with out of pocket maximums of \$1,500.00/\$3,000.00 (single/family) in network and \$3,000.00/\$6,000.00 (single/family) out of network. Co-insurance shall be 80%/20% in network and 60%/40% out of network. The prescription Drug Plan shall provide for employees co-pays as follows: generic \$10.00; Preferred Brand - \$20.00; and Non-Preferred/Other Brand - \$35.00, with a mandatory Mail Order Program with 90 day supply co-pays of generic - \$20.00; Preferred Brand - \$40.00; and Non-Preferred/Other Brand - \$70.00. The Option 4 PPO may have deductibles of \$400.00/\$800.00 (single/family) in network and \$800.00/\$1,600.00 (single/family) out of network, with out of pocket maximums of \$2,00.00/\$4,000.00 (single/family) in network and \$4,000.00/\$8,000.00 (single/family) out of network. Coinsurance shall be 80%/20% for in network and 60%/40% out of network. The Prescription Drug Plan may be the same as provided in the Option 3 Plan.

Employees who enroll in a County approved alternate health care plan shall pay the difference, if any, between the premium for the alternate plan the Employer's contribution to the basic health insurance plan.

**36.04:** Part-time employees shall not receive any contributions from the Employer towards any insurance premiums, except for Betty Cross who has been receiving such contributions as of the effective date of this Agreement. Betty Cross shall be entitled to continuation of current contributions until December 31, 2014 or her eligibility for Medicare whichever shall come first. She shall provide Employer with evidence of her non-entitlement to Medicare within thirty (30) days of the effective date of this Agreement and annually thereafter at the Employer's request.

**36.05:** There shall be no Stipends paid for not taking insurance benefits.

### **ARTICLE 37**

#### **P.E.R.S. CONTRIBUTION**

**37.01** During the term of this Agreement, the Employer will continue to make the required Employer contributions to PERS, as established by PERS. In addition, the Employer will also defer the required amount of the employee's gross wages to PERS through the salary reduction method.

**37.02** Bargaining unit employees who qualify shall be retired in accordance with the voluntary and compulsory retirement provisions of the State of Ohio Public Employees Retirement System.

All other provisions, benefits, and coverage that applies to retirees are in accordance with PERS and this Agreement.

### **ARTICLE 38**

#### **PAY PERIOD**

**38.01** Employees shall continue to be paid on a bi-weekly basis in accordance with the procedures and requirements of the County Auditor's Office.

**38.02** Paychecks are normally issued on Friday. If a recognized holiday falls on a Friday, paychecks will be issued on the preceding Thursday.

**38.03** Employees shall be made aware of any change in pay periods or methods of payment as soon as the Employer is notified of any such change.

**38.04** Pay advances of any kind are not permitted.

**38.05** Employees' sick, vacation and personal time will be documented on their pay check stub.

**ARTICLE 39**

**NOTIFICATION**

**39.01** At least sixty (60) days prior to the sale or transfer of the detention center, the Employer shall notify the Union, in writing, of such pending sale or transfer.

**39.02** Upon written request from the Union, the Employer agrees to meet and discuss the impact of any such pending sale or transfer.

**ARTICLE 40**

**SEPARATION**

**40.01** Upon separation from employment, the Employer agrees to grant all compensation due the employee(s) pursuant to any applicable Articles and/or Section of this Agreement.

**ARTICLE 41**

**WAIVER IN CASE OF EMERGENCY**

**41.01** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Ashtabula County Commissioners, the Employer, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for Management replies on grievances, or Union submissions of grievances.
2. Selected work rules and/or agreements and practices relating to the assignment of all employees.

**41.02** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure in which they (the grievances) had properly progressed.

**ARTICLE 42**

**SEVERABILITY**

**42.01** This Agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them,

**42.02** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

### **ARTICLE 43**

#### **DURATION OF AGREEMENT**

**43.01** This Agreement shall be effective as of January 1, 2012 and remain in full force and effect through December 31<sup>st</sup>, 2014.

**43.02** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall attempt to commence negotiations within two (2) calendar weeks following receipt of the notice of intent, unless otherwise mutually agreed. Notice given to the Union under this provision shall be addressed to the U.S.W.A., Five Gateway Center, Pittsburgh, PA 15222. The Union shall send notice to the YDC Director at Ashtabula County Youth Detention Center, 3816 Donahoe Drive, Ashtabula, OH 44004.

**43.03** The parties acknowledge that during the negotiations, which resulted in this Agreement each had the right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining. Therefore, this Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby cancelled.

**43.04** Nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties.

### **ARTICLE 44**

#### **SUBSTANCE TESTING AND ASSISTANCE**

**44.01** **DRUG FREE WORKPLACE** – effective the date of this agreement the union and the employer agrees to abide by the Ashtabula County Drug Free Work Place resolution #2005-311 effective 04/01/2005 an its policies and procedures in Section 8.3 of the Ashtabula County Personnel Policy and Procedure Manual.

SIGNATURE PAGE

Executed on this 31, day of Jan, 2012.

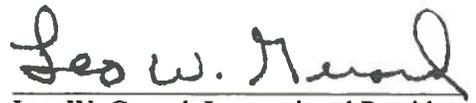
For the Employer

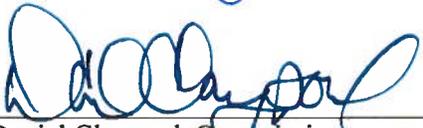
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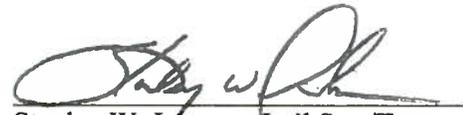
Ashtabula County Board of  
Commissioners

United Steelworkers

  
Peggy Carlo, Commissioner

  
Leo W. Gerard, International President

  
Daniel Claypool, Commissioner

  
Stanley W. Johnson, Int'l Sec./Treasurer

Joseph Moroski, Commissioner

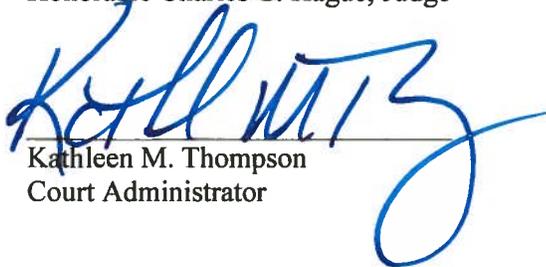
  
Thomas M. Conway, Int'l V.P.  
Administration

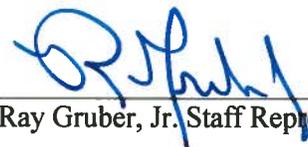
ON BEHALF OF THE YOUTH  
DETENTION CENTER

  
Fred Redmond, Int'l V.P. Human Affairs

  
Honorable Charles G. Hague, Judge

  
David R. McCall, Director, District 1

  
Kathleen M. Thompson  
Court Administrator

  
Ray Gruber, Jr. Staff Representative

  
Renee Powell, Unit Chair, LU7334-03

Approved As To Legal Form

  
Fred Scruggs, Unit Recording Secretary  
LU7334-03

  
Thomas L. Sartini, Prosecuting Attorney  
Ashtabula County

  
Julia Tooley, Unit Griever, LU7334-03

SIGNATURE PAGE

Executed on this 31, day of Jan, 2012.

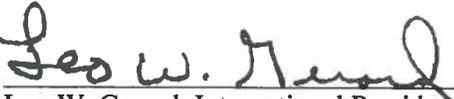
For the Employer

For the Union

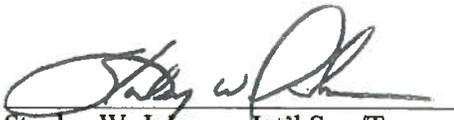
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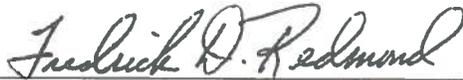
  
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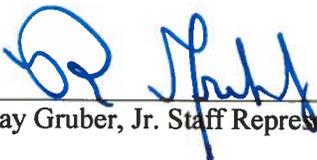
ON BEHALF OF THE YOUTH  
DETENTION CENTER

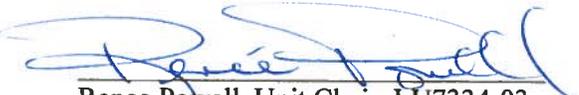
  
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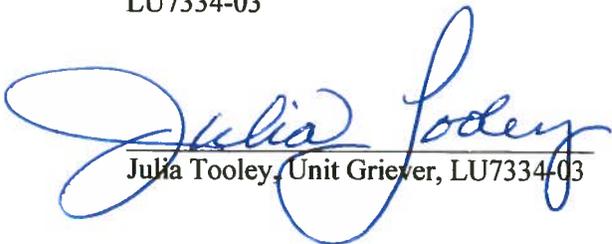
  
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