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**AGREEMENT BETWEEN**

**CORRECTIONS COMMISSION OF  
NORTHWEST OHIO**

**and**

**CCNO CORRECTIONS OFFICERS ASSOCIATION,  
LOCAL 64 OF THE INTERNATIONAL UNION  
OF POLICE ASSOCIATIONS, AFL-CIO**

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## **INTRODUCTORY CLAUSE**

THIS AGREEMENT is made and entered into this 1st day of January, 2013, by and between the CORRECTIONS COMMISSION OF NORTHWEST OHIO (hereinafter referred to as the “Employer”) and the CCNO CORRECTIONS OFFICERS ASSOCIATION, LOCAL 64 OF THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO (hereinafter referred to as the “Union”).

### **Article 1**

#### **Preamble**

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

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

## **Article 2**

### **Recognition Clause**

#### **Section 2.1**

The Employer hereby recognizes the Union as the sole and exclusive representative for all Corrections Officers, including Specialists (Classification Specialist, Laundry Specialist, Recreation Specialist, Community Security Specialist, Electronic Monitoring Specialist II, , Tool Key and Armory Officer, Warehouse Officer) and Transportation Officers, at the Corrections Center of Northwest Ohio, excluding Case Managers, Shift Commanders, Corrections Supervisors and all office clerical, management, supervisory, confidential, maintenance, administrative and professional employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereafter amended.

#### **Section 2.2**

The Employer will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit described above unless it be through duly authorized representatives of the Union. Any Corrections Officers hired with federal funds shall have the right to become members of the Union recognized as the bargaining agent for Corrections Officers and shall be included in the bargaining unit.

#### **Section 2.3**

Unless specifically stated otherwise herein, the term “employee” as used herein shall mean Corrections Officers at the Corrections Center of Northwest Ohio in the bargaining unit represented by the Union.

#### **Section 2.4**

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

## **Article 3**

### **Union Security**

#### **Section 3.1**

Employees in the bargaining unit shall either become members of the Union or share in the financial support of the Union by paying to the Union a service fee or fair share fee not to exceed the amount of dues or initiation service fees uniformly required of members of the Union.

#### **Section 3.2**

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

#### **Section 3.3**

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

### **Section 3.4**

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

### **Section 3.5**

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

### **Section 3.6**

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

### **Section 3.7**

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

### **Section 3.8**

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

**Section 3.9**

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

**Section 3.10**

All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire.

**Section 3.11**

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

**Section 3.12**

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

## **Article 4**

### **Management Rights**

#### **Section 4.1**

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

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

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

#### **Section 4.2**

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

#### **Section 4.3**

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

## **Article 5**

### **Labor-Management Committee**

#### **Section 5.1**

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

#### **Section 5.2**

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

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

#### **Section 5.3**

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

#### **Section 5.4**

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

#### **Section 5.5**

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

#### **Section 5.6**

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

## **Article 6**

### **Union Representation**

#### **Section 6.1**

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

#### **Section 6.2**

The Employer shall recognize up to four (4) employees designated by the Union to act as Local Union Stewards for the purpose of processing grievances. Further, the Employer shall recognize one (1) employee to act as Union President, one (1) employee to act as Vice President, and one (1) employee to act as Union Secretary-Treasurer, and these officers shall be permitted to process grievances in the absence of the Local Union Stewards.

#### **Section 6.3**

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

#### **Section 6.4**

Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, negotiations, grievance investigations, processing and other proceedings, conferences, and activities related to grievance procedure other than those discussed below, on their off-duty time. A Local Union Steward shall be permitted to present and process grievances during regular working hours, provided the normal operations of the Employer are not disrupted and the Employer's security needs are not compromised. Prior to leaving his work station in accordance with this Section, the Local Union Steward shall obtain permission from his immediate supervisor, which shall not be unreasonably withheld and shall in non-emergency circumstances be granted within one (1) hour. The Local Union Stewards shall not abuse this right and shall notify their immediate supervisors when leaving and returning to work. If grievance hearings are scheduled during an employee's regular duty hours, the employee and the Union President, Vice President or Secretary-Treasurer shall not suffer any loss of pay while attending the hearing. Additional representatives of the Union may attend said hearing, but shall not be paid. The Union President, Vice President, Secretary-Treasurer and/or Local Union Stewards shall be permitted to leave their work stations without loss of pay for the purpose of conferring or negotiating with the Employer during working hours when requested to do so by the Employer. The elected or appointed Union representatives shall be granted the ability, when approved by the Employer, to schedule adjust to attend any meetings, conventions or seminars sponsored by the Union.

### **Section 6.5**

Prior to the commencement of negotiations, the Employer and the Union shall mutually agree upon a reasonable timetable for the negotiating process. Once agreed upon, no more than five (5) members of the Union's negotiating team shall be excused from duty with full pay and benefits during the actual negotiating sessions. Ample time shall be allowed to leave work and report to the negotiating site. Those employees who participate in negotiations and are assigned to the night shift and work the night before negotiations shall be excused from duty for four (4) hours of their work assignment with full pay and benefits. Should the negotiations extend beyond the initial agreed upon timetable, the Employer shall not unreasonably deny the above considerations to the members of the Union negotiating team. Time spent by members of the Union's negotiating team, as set forth in this Section, shall be regarded as work adjusted time and shall not be regarded as time worked for the purpose of computing overtime.

## **Article 7**

### **Grievance Procedure**

#### **Section 7.1**

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

Only the Union President can file a “class action” grievance. The Union may file grievances on behalf of the membership.

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

#### **Section 7.2**

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

#### **Section 7.3**

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

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

#### **Section 7.4**

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

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

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

#### **Section 7.5**

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

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

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

giving rise to the grievance, whichever occurs later. The immediate supervisor shall provide the Union President with a copy of the written grievance and attempt to resolve the grievance and shall respond in writing to the grievant within seven (7) days.

## **Step 2 - Shift Commander**

If the grievance remains unresolved, it shall be presented by the employee, with his Local Union Representative if he so desires, to his Shift Commander within seven (7) days after the response of the immediate supervisor. Employees who do not report through a Corrections Supervisor to a Shift Commander and wish to appeal a grievance should bypass Step 2 and proceed to Step 3. The Shift Commander shall attempt to resolve the grievance and shall respond in writing to the grievant within seven (7) days.

## **Step 3 - Department Director**

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

## **Step 4 - Executive Director**

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

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

## **Step 5 - Mediation**

If the grievance remains unresolved, either party may, within five (5) days of the response at Step 4, request the Federal Mediation and Conciliation Service ("FMCS") to appoint a mediator to assist the parties in resolving the grievance, the cost of which, if any, shall be shared equally. Verbal and written reprimands cannot go to the arbitration process.

## **Step 6 - Arbitration**

If the grievance is not satisfactorily resolved at Step 4 or 5, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article. The Union,

based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of final answer on such grievance under Step 4, if mediation is not timely requested, or within twenty-one (21) calendar days from the conclusion of mediation under Step 5, if mediation is timely requested, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted or processed within the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer.

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

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

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

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

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, or the cost of a hearing room shall be shared equally. The expenses of any witnesses shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter or request a copy of any transcripts.

### **Section 7.6**

Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limit set forth in Step 1 of this Grievance Procedure or to appeal it within the time limits set forth in Steps 2 through 6 of this Grievance Procedure shall result in dismissal of the grievance.

### **Section 7.7**

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

**Section 7.8**

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

**Section 7.9**

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

## **Article 8**

### **Discipline**

#### **Section 8.1**

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

#### **Section 8.2**

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

#### **Section 8.3**

Forms of disciplinary action shall include:

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

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

#### **Section 8.4**

Whenever the Employer determines that an employee's conduct may warrant a suspension (without pay), forfeiture of sick leave, reduction in pay or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged

misconduct. Disciplinary hearings shall be scheduled between 8:00 a.m. and 4:30 p.m., and the employee shall be provided at least three (3) days' advance notice of the hearing date. If the employee or his Union Representative makes a request more than twenty-four (24) hours in advance to postpone the hearing, it shall be postponed to a date no less than seven (7) nor more than fourteen (14) days after the assigned hearing date. An additional extension of up to fourteen (14) days shall be granted, if necessary, to permit representative(s) of the Union [who is/are not employee(s) of CCNO] to attend the disciplinary hearing at a time mutually agreed by the Employer and the Union. The employee shall have the right to waive the disciplinary hearing and accept the discipline specified by the Executive Director. If the employee so desires, no more than two (2) representatives of the Union may attend the disciplinary hearing.

### **Section 8.5**

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

### **Section 8.6**

During any suspension, the employee may be required to work his normal hours and receive his usual wages and benefits. In that event, he shall be required to surrender paid sick leave. If the employee has no accumulated sick leave, he shall simply be suspended without pay.

## **Article 9**

### **Personnel Files**

#### **Section 9.1**

There shall be one (1) official personnel file for every employee. An employee shall be allowed to review his personnel file at any reasonable time upon written request to the Human Resources Manager and in the presence of the Manager or his designated representative. Any employee may obtain copies of documents in his file upon written request to the Human Resources Manager. Personnel may be charged a nominal fee in the event multiple copies are requested for the same materials.

#### **Section 9.2**

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

#### **Section 9.3**

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

#### **Section 9.4**

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

Counseling slips shall not be a part of the disciplinary process, but the employee shall sign for record of counseling to be utilized in the evaluation process and to document receipt.

**Section 9.5**

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

Any suspension shall cease to have force and effect after three (3) years from the date of suspension, provided that no further disciplinary action occurs during the three (3) intervening years. If further disciplinary action occurs during the intervening three (3) years, the suspension shall remain active for consideration until the latter of the expiration of the three (3) year period or the point at which the other discipline may be considered under the terms of this Article, provided that a verbal or written reprimand may extend the period of consideration for no more than four (4) years from the date of suspension.

## **Article 10**

### **Investigations**

#### **Section 10.1**

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

#### **Section 10.2**

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

#### **Section 10.3**

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

#### **Section 10.4**

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

#### **Section 10.5**

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

### **Section 10.6**

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

### **Section 10.7**

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

### **Section 10.8**

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

### **Section 10.9**

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

### **Section 10.10**

All employees and their personal belongings are subject to be searched at CCNO.

## Article 11

### Hours of Work and Overtime

#### Section 11.1

Regular Hours. Eight (8) hours shall constitute the regular workday, and forty (40) hours shall constitute the regular workweek for Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, electronic monitoring, classification, community security and transportation duties. Eight and one-quarter (8 1/4) hours shall constitute the regular workday, and forty-one and a quarter (41 1/4) hours shall constitute the regular workweek for those employees who are required to report for roll call.

#### Section 11.2

Overtime. With the exception of Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, community security, electronic monitoring, and classification duties, hours worked in excess of 82.5 in a 14-day work period shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate. Hours worked by Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, community security, electronic monitoring and classification duties in excess of forty (40) in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate. Transportation Officers will be paid overtime after eighty (80) hours in a 14-day work period.

For the purpose of this Article, "active pay status" is defined as hours actually worked, vacation leave, personal days, sick time, discretionary time and authorized holidays.

In the event mandatory overtime is needed, beginning with the last person previously mandated, it shall be assigned in reverse order of seniority and continue up the list to the most senior member of the bargaining unit and equalized over seven (7) day periods. The seven (7) day period will begin on Friday at 0700 hours and end on Friday at 0700 hours. An employee who volunteers and works one (1) eight (8), or two (2) four (4) hour blocks of time or works twice for a minimum of one (1) hour is considered to have worked one mandatory overtime assignment.

Overtime shall not be worked by employees not included in this bargaining unit.

#### Section 11.3

Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. Notwithstanding the foregoing, in the event a reduction in the work force is needed, widespread reductions in hours among

bargaining unit employees shall not be substituted for or used in lieu of layoffs, except in temporary situations of an emergency nature.

**Section 11.4**

Schedule Adjustments. Schedule adjustments to accommodate training shall not be made in such a manner as to split consecutive days off, unless mutually agreed by the Employer and the employee.

## Article 12

### Work Schedule

#### Section 12.1

Weekly Work Schedule. Employees assigned to a three (3) shift operation shall work the schedule illustrated in Exhibit B to this Agreement. In the event the Employer and the Union mutually agree, a different weekly work schedule may be implemented, subject to a one (1) year trial period. At the end of said trial period, either party can request to return to the schedule illustrated in Exhibit B or meet to readdress.

#### Section 12.2

Shift Selection. The following percentage of positions on each shift shall be selected by Correction Officers on the basis of seniority:

|            |       |
|------------|-------|
| 1st Shift: | N/65% |
| 2nd Shift: | N/52% |
| 3rd Shift: | N/65% |

N/Positions are rounded out to the next full position.

No more than three Corrections Officers per shift who have selected that shift in accordance with seniority may be assigned to a different shift to assure proper coverage of needed security posts, i.e., intake and gender issues, special response teams.

In the event the Employer exercises its right to assign employees to a different shift in accordance with the preceding sentence, any employees reassigned from the shift they have selected shall be reassigned in reverse order of seniority beginning with the least senior of the employees who were able to select their shift.

The selection process for shift assignment for a given calendar year shall be completed by November 1<sup>st</sup> of the prior year.

Transportation Shift Assignments. On or before November 1 of each year, Transportation Officers shall be permitted to submit written requests indicating their first and second shift preferences for the following calendar year. The Director of Security shall then make shift assignments among employees by November 1<sup>st</sup>. Shift preference requests shall be granted for the top six (6) Transportation Officers. These granted positions shall be filled by section seniority. These positions are granted year-by-year and by seniority.

Electronic Monitoring Specialists. On or before November 1 of each year, Electronic Monitoring Officers will be permitted to submit written requests indicating their first and second preferred post locations. The Director of Security and Operations shall make reasonable efforts to accommodate the post location assignment requests made by employees taking into consideration section seniority to the extent possible. The Specialist will be assigned to a post location and schedule based on program participation numbers. The rotation year will be February to February.

### **Section 12.3**

Schedule Changes. Except in emergency circumstances, employees shall be notified two (2) weeks in advance of a change in a previously issued shift selection or schedule.

### **Section 12.4**

Temporary Assignments. The Employer may change an employee's regular shift on a temporary basis not to exceed forty-five (45) days per year, without the prior notification called for in the preceding section, in order to provide coverage for employee absence, to allow for special training opportunities, to provide extra manpower required by special circumstances, or in conjunction with internal investigations.

### **Section 12.5**

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

### **Section 12.6**

Trading of Shifts. A full-time bargaining unit employee working as part of a three-shift schedule requesting to trade shifts with another bargaining unit employee must notify his or her supervisor, at least twenty-four (24) hours in advance of the requested trade. Trading shifts between employees working as part of a three-shift schedule will be subject to the approval of the Director. The Employer shall not be responsible for any overtime as a result of a shift trade. A shift trade of more than three (3) days will require at least five (5) days advance notice. No employee shall be permitted to trade more than thirty (30) days per year.

## Article 13

### Seniority/Probationary Period

#### Section 13.1

Definition of Seniority. Seniority is defined as an employee's length of uninterrupted continuous service with the Employer as a full-time regular employee. Seniority is computed from the employee's last date of hire. An employee's seniority shall be credited upon his successful completion of his probationary period. When two (2) or more employees commence service with the Employer on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest being the least senior.

In the event an employee is demoted from a higher rank back into the bargaining unit, he shall resume his seniority status less the time spent in the higher rank.

"Section Seniority" is defined as the total length of time, broken or continuous, the employee may accrue in any section he may work. For purposes of this provision, sections include security, work release, electronic monitoring, classification, laundry, transportation, recreation, warehouse and tool key and armory.

#### Section 13.2

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

#### Section 13.3

Probationary Period. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee received compensation from the Employer. The length of the probationary period shall be one (1) year. A newly hired probationary employee may be laid off, demoted or discharged at any time during his probationary period at the Employer's sole discretion, and the employee shall have no appeal through the Grievance Procedure or otherwise over the matter.

#### Section 13.4

Termination of Seniority. Seniority and the employment relationship shall be terminated if: (a) an employee quits; (b) an employee is dismissed or removed for cause; (c) an employee fails to notify the Employer of his intent to return to work within seven (7) calendar days

after the date of mailing of the notice of recall or the employee fails to actually return to work within fourteen (14) calendar days after the date of mailing of the notice of recall; (d) an employee is absent for three (3) consecutive workdays without advising the Employer and giving satisfactory reasons; (e) an employee gives false reason for obtaining a leave of absence or engages in other employment during such leave or fails to return to employment at the end of such leave; (f) an employee has been laid off or on a leave of absence due to an injury, illness or disability not sustained in the course of or arising out of employment for ; (g) an employee has been on a leave of absence due to an injury, illness or disability sustained in the course of and arising out of employment for two (2) years or his period of service, whichever is less; or (h) an employee falsifies pertinent information on his application for employment.

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

## **Article 14**

### **Layoff and Recall**

#### **Section 14.1**

Layoffs. In the event a layoff or job abolishment is necessary, the employee with the least seniority shall be laid off first. If the layoff or job abolishment is limited to an established section other than security, the layoff shall be done by section seniority.

#### **Section 14.2**

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

#### **Section 14.3**

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

#### **Section 14.4**

Recall Period. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled. If any employee working in a specialist position loses his position due to layoff or job abolishment, that employee will return to that position if a vacancy in that section becomes available within eighteen (18) months.

#### **Section 14.5**

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

#### **Section 14.6**

Return from Recall. The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to

work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 14.7**

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

**Section 14.8**

Layoffs from Sections. In the event an employee working in any of the sections referred to in Section 13.1 are laid off or otherwise lose their position because said positions are eliminated, they shall be placed in the security section.

## **Article 15**

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

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

## **Article 16**

### **Sick Leave**

#### **Section 16.1**

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

#### **Section 16.2**

Charging of Sick Leave. Sick leave shall be charged in a minimum unit of one-half (1/2) hour for the first half hour taken. Sick leave taken after the first hour in each instance of absence shall thereafter be charged in one-quarter (1/4) hour increments. An employee shall be charged for sick leave, on an hour-for-hour basis, only for days which he would otherwise have been scheduled to work. Sick leave payment shall be calculated at the employee's wage rate at the time it is taken and shall not exceed the normal scheduled workday or workweek earnings.

#### **Section 16.3**

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

- a. Illness, injury or disability of the employee.
- b. Serious illness or injury of a member of the employee's immediate family who resides in the employee's household, provided that the employee's absence from work is required because of serious hardship to his immediate family or because the serious illness or injury is a contagious disease and the employee's exposure to that disease may jeopardize the health of other employees. Immediate family for purposes of this paragraph shall include spouse, child, stepchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, legal guardian or other who stands in the place of a parent.
- c. Medical, dental or optical examination or treatment for the employee, his child or stepchild, which cannot be scheduled during nonworking hours.
- d. To extend a bereavement leave for no more than three (3) days in the manner and under the circumstances set forth in Article 21 below.
- e. Officers who have completed their probationary period may take one (1) day (eight-hour increment) per calendar year for general health and wellness

issues providing the Officer has at least one-hundred (100) hours of sick time on the books when the wellness day is to be taken. The employee shall provide at least forty-eight (48) hours' advance notice prior to use of the wellness day. Use of this day shall not be counted against discretionary day eligibility or the attendance policy.

#### **Section 16.4**

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

#### **Section 16.5**

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

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

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

## Section 16.6

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

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

Payment will be based upon the employee's hourly rate of pay at the time of retirement or death. Payment will be made in one lump sum and shall serve to eliminate all sick leave credit accrued by the employee.

For the purposes of sick leave retirement payment, legally accrued but unused sick leave for employees hired on or before December 31, 2006 shall include sick leave accrued but unused in the public employment prior to being employed at the Corrections Center of Northwest Ohio; legally accrued but unused sick leave for employees hired on or after January 1, 2007 shall only include sick leave accrued but unused during employment at the Corrections Center.

## **Article 17**

### **Unpaid Disability Leave**

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

## **Article 18**

### **Industrial Injury Leave**

The Employer shall grant a leave of absence to an employee who is unable to work due to an industrial injury compensable under Ohio's Workers' Compensation Law. If sick leave is available for the employee, he shall be entitled to use same during such leave. If no sick leave is available for the employee, he shall be placed on a leave of absence without pay. If the employee qualifies to receive temporary total compensation under Ohio's Workers' Compensation Law, the employee may elect to receive such compensation or use accumulated sick leave. Employees are prohibited from simultaneously receiving sick leave pay and temporary total compensation under Ohio's Workers' Compensation Law. If the employee receives any temporary total compensation during a period of time in which sick leave is paid, the employee shall refund the Employer the compensation received and sick leave hours will be reinstated to the employee in a number equal to the amount of compensation refunded divided by the employee's hourly rate. Employees qualifying to receive temporary total compensation under Ohio's Workers' Compensation Law will have the Employer's portion of health insurance premiums paid by the Employer for three (3) full calendar months following the month in which the employee was injured or for a period of time equal to the amount of accumulated paid leave available to the employee on the date of injury whichever is longer. Following this period, the employee will be responsible for the total cost of health insurance premiums. Any medical examination of an employee on a leave of absence due to an industrial injury compensable under Ohio's Workers' Compensation Law shall comply with applicable rules and regulations on such examinations promulgated by the Bureau of Workers' Compensation or the Industrial Commission of Ohio.

## **Article 19**

### **Light-Duty Assignments**

Employees who are injured on duty and are physically unable to perform their regular job assignment shall be assigned to any available light-duty assignments at the Executive Director's discretion for a period of not less than twenty-one (21) days. Employees who are physically unable to perform their job assignment due to an injury occurring outside work may be permitted one time per calendar year per injury to work in any available light-duty assignment for a period not to exceed fourteen (14) days. Extension of light-duty assignments may be approved by the Executive Director. Available light-duty assignments shall first be made available to employees injured on the job in order of seniority, and then to employees injured off-duty in order of seniority. Employees on light-duty assignments will not be eligible for overtime.

## **Article 20**

### **Military Leave**

#### **Section 20.1**

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

#### **Section 20.2**

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

## **Article 21**

### **Bereavement Leave**

#### **Section 21.1**

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

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

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

#### **Section 21.2**

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

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

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

## **Article 22**

### **Supplemental Employees**

The Employer shall have the right to hire reserve Corrections Officers who have completed 120 hours of basic corrections academy training on a part-time basis, not to exceed twenty (20) hours per week. These reserve Corrections Officers shall be used to supplement the regular work force by assisting in meeting overtime needs at times when regular employees are off work for vacations, holidays, leaves of absence, and usual days off in conjunction with the employee's customary work schedule. These reserve Corrections Officers shall only be used to meet staffing needs occurring when regular employees do not volunteer to work needed overtime. Reserve Corrections Officers shall not be used to replace existing employees or as a means to fill vacancies occasioned by the death, retirement, resignation or termination of existing employees. Reserve Corrections Officers shall be paid the hourly rate specified for Corrections Officers in this Agreement, but shall not otherwise be subject to or covered by the provisions of this Agreement. All hours worked by reserve Corrections Officers shall count toward completion of the probationary period set forth in this Agreement.

## Article 23

### Vacation

#### Section 23.1

Regular full-time employees shall be granted vacation annually on a calendar year basis in accordance with the following schedule:

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

Employees with less than one year's experience shall accrue vacation at the rate of 3.08 hours for each biweekly pay period in active pay status, and shall be permitted to take vacation once they have accrued 40 hours' vacation leave, subject to the requirements of Section 23.2.

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

## Section 23.2

Vacation scheduling is subject to the approval of the Employer. By November 15 of each year, after permanent shift selection, the Employer shall issue a vacation log to be used by the Employees. The drawings will be in order of seniority on each shift. The vacation drawing shall be conducted by the Shift Commander or his designee on each shift. Once an employee has drawn his vacation, that vacation selection will remain with the employee, even if he moves to a different shift. Each shift shall maintain its own vacation log in which the vacation draws shall be recorded. Each employee shall sign his vacation draw in the vacation log, and the employee's draw shall be countersigned by the Shift Commander or his designee. Any requests made after January 31 for changes in previously drawn vacations must be submitted in writing to the employee's Director at least forty-eight (48) hours in advance, who shall approve or deny such requests. Employees submitting requests for changes in previously drawn vacations that do not comply with the minimum notification requirements previously specified will have to be individually approved by the Department Director, based upon a review of the reason(s) for the lateness of the request. Employees are required to take vacation leave in units of one (1) hour or more.

At least three (3) officers per shift may be allowed to block off vacation time in the vacation log book during the months of June, July, August and December. Two Corrections Officers per shift may be allowed to block off time in the logbook in the remaining months. There is no standing rule that the maximum number of employees off for vacation shall be limited after the vacation logbook is completed. Employees will select their vacation periods first, by five (5) day, forty (40) hour blocks, Monday through Sunday. The two days that are regularly scheduled days off during the Sunday through Sunday period shall remain so with vacation days filling in the remainder of the vacation period. There shall be a first round of vacation selections in which employees on a shift may select, in order of rank seniority, block up to three (3) forty (40) hour periods of vacation, either consecutively or otherwise. In a second round of vacation selections, immediately following the first round, employees on a shift may select vacation time, in order of rank seniority, any remaining vacation in forty (40) hour blocks. In a third round of vacation selections, immediately following the second round, employees on a shift may then select, in order of rank seniority, vacation time in minimum increments of eight (8) hours, at which point the vacation selection process will conclude. To maintain the integrity of the seniority system, employees may not trade vacation days.

Transportation Officers shall maintain a separate vacation logbook. There shall be a first round of vacation selections in which employees may select, in order of rank seniority, up to three (3) forty (40) hour periods of vacation, either consecutively or otherwise. During the first round, there may be one (1) Transportation Officer in the logbook per shift. In a second round of vacation selections, immediately following the first round, employees may select, in order of rank seniority, vacation time in minimum increments of eight (8) hours, consecutively or otherwise, on days that have not been previously selected in the first round, at which point the vacation selection process will conclude. During the second round there may be only one (1) Transportation Officer off in the logbook per day, in the entire Transportation Department.

The Employer shall make reasonable attempts to contact employees who are on a leave of absence at the time of vacation selection, so that their selection can be determined. Employees shall be prepared to make their vacation selections in a timely fashion. Both parties shall exert their best efforts to expedite the vacation selection process.

An employee who has selected a five (5) day, forty (40) hour block for vacation and who subsequently elects not to take said vacation time must notify the Employer of said election at least two (2) weeks prior to the scheduled vacation block. Vacation blocks that are vacated in this manner shall then be posted for a period of five (5) days, and the vacation block shall be awarded to the employee with greatest seniority on the shift who requests the entire vacation block.

Employees may only take scheduled vacation if they have sufficient vacation time accrued at the time the vacation is to be taken. If an employee has selected a five (5) day, forty (40) hour block for vacation but the employee does not have sufficient accrued vacation time to cover the block, the vacation block shall then be vacated and posted in the manner set forth in the preceding paragraph, if there is sufficient time to allow such posting.

### **Section 23.3**

A maximum of 220 hours vacation leave may be carried over to the following calendar year. Employees will not be compensated for vacation time in excess of 220 hours at the end of each calendar year.

### **Section 23.4**

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

### **Section 23.5**

Employees shall be granted the opportunity one (1) time per year to buy back one (1) week [forty (40) hours] of accumulated vacation. The buy back will be available the second pay period in March of each year. It will be paid at the current rate of pay and must be in the 40-hour increment.

## **Article 24**

### **Holidays**

#### **Section 24.1**

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

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

If a holiday falls on Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday.

#### **Section 24.2**

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

#### **Section 24.3**

Holiday Compensation. With the exception of the Warehouse Officer, Classification Officers, Tool Key and Armory Officer, Community Security Specialist, and Electronic Monitoring Specialists, employees shall receive holiday pay in the pay period in which the holiday occurs equal to eight (8) hours times the employee's usual hourly rate; such employees shall receive, in addition to holiday pay, their usual hourly rate for hours worked on any of the above holidays, provided they qualify to receive holiday pay under Section 24.4 of this Article. The Warehouse Officer, Classification Officers, Tool Key and Armory Officer, Community Security Specialist, and Electronic Monitoring Specialists will typically not be scheduled to work holidays

and shall be compensated for the holiday at a rate equal to eight (8) hours times their usual hourly rate, provided they qualify to receive holiday pay under Section 24.4 of this Article.

Transportation Officers. Transportation Officers assigned to work the prison run who are scheduled to work on a holiday will be compensated for ten (10) hours of holiday pay.

#### **Section 24.4**

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

#### **Section 24.5**

Holiday During a Vacation or Sick Leave Period. If a holiday occurs during the scheduled vacation of an eligible employee or while he is on approved sick leave, the vacation or sick leave will not be deducted from the employee's accrued balance for the holiday.

## Article 25

### Fringe Benefits

#### Section 25.1

Insurance Benefits. The Employer will supply group health insurance for all regular full-time employees on a new hire's completion of a thirty (30) day waiting period. The Employer will pay eighty-eight percent (88%) of the monthly premium cost, and the employee will share the cost by paying, through payroll deduction, twelve percent (12%) of the monthly premium cost based on the coverage type (single, two-party or family). In any twelve (12) month period, the employee's monthly premium cost may not increase more than ten percent (10%). The co-pay for prescription medications will be Five Dollars (\$5.00) for generic medications and Twenty Dollars (\$20.00) for formulary medications and Forty Dollars (\$40.00) for non-formulary medications. The group health insurance plan shall incorporate 80%/20% coinsurance levels (in network providers), deductibles not to exceed \$200 individual/\$400 family and annual out-of-pocket maximums not to exceed \$1,500 single/\$3,000 per family. The employee premium contribution will be made on a pre-tax basis. Emergency room visits will carry a One Hundred Dollar (\$100.00) co-pay unless admitted or is seen by a physician and referred to the ER or is waived by the Employer, then be paid at 80% after the deductible. Office visit co-pays will be Twenty Dollars (\$20.00). The Employer shall also provide a life insurance benefit in the amount of Forty Thousand Dollars (\$40,000.00) at no cost to the employee. The Employer shall also provide, to active employees, a vision benefits plan at no cost to the employee, and the employee at his or her own expense may add dependents to that plan.

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

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

B. Spousal Coverage. Spouses who are employed by employers other than CCNO must enroll as primary in the health, prescription drug and dental programs, made available

through their employer, provided that the spouse's premium cost to obtain single coverage shall be no more than Seventy-Five Dollars (\$75.00) per month. If a spouse enrolls in his/her employer's plan, the spouse shall be provided secondary coverage through CCNO.

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

### **Section 25.2**

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

### **Section 25.3**

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

### **Section 25.4**

**Dry Cleaning Allowance.** The Employer shall provide to employees whose uniforms are not exchanged and laundered by the Employer a dry cleaning allowance in the amount of Four Hundred Eighty Dollars (\$480.00) per year, half payable in April and October for the life of the Agreement. This allowance shall be paid to employees beginning after their second full calendar quarter of employment.

**Section 25.5**

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

**Article 26**

**Wages**

**Section 26.1**

Base Hourly Rate. Effective with the date listed below, the base hourly rate for Corrections Officers shall be as follows:

|               | 01/01/13<br>Pay Rate<br>(2% Increase) | 01/01/14<br>Pay Rate<br>( 2% Increase) | 01/01/15<br>Pay Rate<br>(2 % Increase) |
|---------------|---------------------------------------|--|--|
| New hire rate | \$14.99                               | \$15.29                                | \$15.60                                |
| 1 Year        | \$16.71                               | \$17.05                                | \$17.39                                |
| 5 Years       | \$17.05                               | \$17.39                                | \$17.74                                |
| 10 Years      | \$17.39                               | \$17.74                                | \$18.09                                |
| 15 Years      | \$17.74                               | \$18.09                                | \$18.45                                |
| 20 Years      | \$18.09                               | \$18.45                                | \$18.82                                |
| 25 Years      | \$18.45                               | \$18.82                                | \$19.20                                |

Employees shall move to the next step immediately upon acquiring the appropriate service time. Those employees with the classification of Transportation Officer, will be paid an additional twenty-five cents (\$.25) per hour to the above listed hourly wage rate based on their years of service.

Effective with the date below, the base hourly rate for Electronic Monitoring Specialists II shall be as follows:

|          | 01/01/13<br>Pay Rate<br>(2% Increase) | 01/01/14<br>Pay Rate<br>(2% Increase) | 01/01/15<br>Pay Rate<br>(2% Increase) |
|----------|---------------------------------------|---------------------------------------|---------------------------------------|
| 1 Year   | \$18.18                               | \$18.54                               | \$18.92                               |
| 5 Years  | \$18.54                               | \$18.92                               | \$19.29                               |
| 10 Years | \$18.92                               | \$19.29                               | \$19.68                               |
| 15 Years | \$19.29                               | \$19.68                               | \$20.07                               |
| 20 Years | \$19.68                               | \$20.07                               | \$20.47                               |
| 25 Years | \$20.07                               | \$20.47                               | \$20.88                               |

## **Article 27**

### **Training**

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

## Article 28

### **Call-In Pay and Court Time**

#### **Section 28.1**

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

#### **Section 28.2**

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

#### **Section 28.3**

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

## **Article 29**

### **Deferred Compensation Program**

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

## **Article 30**

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

#### **Section 30.1**

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

#### **Section 30.2**

In the event of a violation of Section 30.1 hereof, the Union upon being notified shall immediately order orally and by telegram (with a copy to the Employer) all employees covered by this Agreement to return to work notwithstanding the existence of a picket line and instruct the employees covered by this Agreement that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and that the Union instructs all such strikers to return to work.

#### **Section 30.3**

The Employer shall have the right to discipline, up to and including discharge, any employee engaging in, participating in, or encouraging a work stoppage in violation of this Article, and only an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any violation of this Article is subject to the Grievance Procedure.

#### **Section 30.4**

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

## **Article 31**

### **Miscellaneous**

#### **Section 31.1**

Work Rules. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules and regulations pursuant to the Employer's statutory authority to regulate the conduct of employees. New work rules and changes in existing work rules shall be reduced to writing and posted on the Employer's bulletin board for a period of seven (7) calendar days. The Employer agrees to meet and discuss with the Union, upon its written request, any new work rule or changes in existing work rules during the seven (7) day posting period. In the event the Employer promulgates work rules and regulations in accordance with this Section, the reasonableness of such rules and regulations shall be subject to the Grievance Procedure.

#### **Section 31.2**

Posting of Vacancies. All new vacancies for positions at the facility shall be posted for at least five (5) calendar days before being filled on a permanent basis. A copy of the posting shall also be made available to the Union Chairman the date of the posting.

#### **Section 31.3**

Bulletin Boards. The Union shall have access to and use of the employee bulletin board to notify bargaining unit members of Union meetings or elections. No notice may contain anything political, obscene or degrading.

#### **Section 31.4**

Travel Expenses. Employees who are required in the course of their duties for the Employer to travel outside Lucas, Williams, Fulton, Defiance and Henry Counties for more than two (2) hours at a time during their usual meal periods shall be reimbursed for their actual meal expenses upon furnishing a satisfactory receipt, subject to a per diem maximum of Thirty Dollars (\$30.00), which may only be used as follows: Six Dollars (\$6.00) for breakfast, Nine Dollars (\$9.00) for lunch and Fifteen Dollars (\$15.00) for dinner. An employee who is required in the course of his duties for the Employer to travel away from the Corrections Center of Northwest Ohio and must use his own personal vehicle shall be reimbursed for mileage expenses at the then current Internal Revenue Service rate. An employee may use his own personal vehicle on Employer business but will not be reimbursed unless he makes a prior written request to use an Employer vehicle and said request is denied. Other travel-related expenses such as parking fees and toll road fees, shall be reimbursed upon furnishing a satisfactory receipt.

### **Section 31.5**

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

### **Section 31.6**

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

### **Section 31.7**

Relief Periods. All employees shall be allowed two (2) paid fifteen (15) minute relief periods per shift away from their work station, one to be provided during the first half of the shift and the other during the second half of the shift, except in an emergency situation. Hours of work will not be changed in an effort to minimize the eligibility for mandatory overtime.

### **Section 31.8**

Time Clocks. The Employer shall continue to use time clocks as a means of recording time worked by employees.

### **Section 31.9**

Meeting Minutes. The Union shall be supplied with a copy of all Executive Board and Financial Overview Committee meeting minutes.

## **Article 32**

### **Severability**

#### **Section 32.1**

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

#### **Section 32.2**

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

#### **Section 32.3**

If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Article 33**

**Duration**

**Section 33.1**

This Agreement shall be effective January 1, 2013 and shall remain in full force and effect until December 31, 2015.

**Section 33.2**

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

**Section 33.3**

Prior to the commencement of negotiations, the Employer and the Union shall mutually agree upon a reasonable timetable for the negotiating process. Once agreed upon, no more than five (5) members of the Union's negotiating team shall be excused from duty with full pay and benefits during the actual negotiating sessions. Ample time shall be allowed to leave work and report to the negotiating site. Those employees who participate in negotiations and are assigned to the night shift and work the night before negotiations shall be excused from duty for the last four (4) hours of their work assignment with full pay and benefits. Should the negotiations extend beyond the initial agreed upon timetable, the Employer shall not unreasonably deny the above considerations to the members of the Union negotiating team. Time spent by members of the Union's negotiating team, as set forth in this Section, shall be regarded as work adjusted time and shall not be regarded as time worked for the purpose of computing overtime.

**CORRECTIONS COMMISSION  
OF NORTHWEST OHIO**

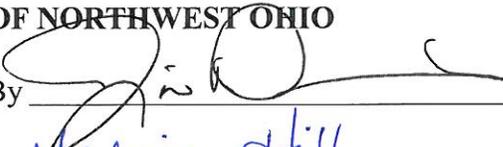
**CCNO CORRECTIONS OFFICERS  
ASSOCIATION, LOCAL 64 OF THE  
INTERNATIONAL UNION OF POLICE  
ASSOCIATIONS, AFL-CIO**

By \_\_\_\_\_

Section 33.3

Prior to the commencement of negotiations, the Employer and the Union shall mutually agree upon a reasonable timetable for the negotiating process. Once agreed upon, no more than five (5) members of the Union's negotiating team shall be excused from duty with full pay and benefits during the actual negotiating sessions. Ample time shall be allowed to leave work and report to the negotiating site. Those employees who participate in negotiations and are assigned to the night shift and work the night before negotiations shall be excused from duty for the last four (4) hours of their work assignment with full pay and benefits. Should the negotiations extend beyond the initial agreed upon timetable, the Employer shall not unreasonably deny the above considerations to the members of the Union negotiating team. Time spent by members of the Union's negotiating team, as set forth in this Section, shall be regarded as work adjusted time and shall not be regarded as time worked for the purpose of computing overtime.

**CORRECTIONS COMMISSION  
OF NORTHWEST OHIO**

By 

By Galina Hill

By \_\_\_\_\_

By \_\_\_\_\_

**CCNO CORRECTIONS OFFICERS  
ASSOCIATION, LOCAL 64 OF THE  
INTERNATIONAL UNION OF POLICE  
ASSOCIATIONS, AFL-CIO**

By Kate Wondemsa Press

By Anthony E. B. 1 Stund

By \_\_\_\_\_

By \_\_\_\_\_

**Last Chance Agreement**

This Last Chance Agreement (hereinafter "Agreement") is made and entered into, this \_\_\_\_ day of \_\_\_\_\_, by and between the Corrections Commission of Northwest Ohio (hereinafter the "Employer" or "CCNO"), the CCNO Corrections Officers Association, Local 64 of the International Union Of Police Associations, AFL-CIO, AFL-CIO (hereinafter the "Union"), and \_\_\_\_\_ (hereinafter "\_\_\_\_\_").

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

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

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

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

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

**CORRECTIONS COMMISSION  
OF NORTHWEST OHIO**

**CCNO CORRECTIONS OFFICERS  
ASSOCIATION, LOCAL 64 OF THE  
INTERNATIONAL UNION OF POLICE  
ASSOCIATIONS, AFL-CIO**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



## **Exhibit B**

### **Weekly Work Schedule**

Employees assigned to a three (3) shift operation shall work a five (5) days on and two (2) consecutive days off schedule with days off changed every 28 days in accordance with current practice.