



COLLECTIVE BARGAINING AGREEMENT

Between

MH CORRECTIONS COMMISSION

dba

MULTI-COUNTY CORRECTIONAL CENTER

13-MED-09-1073
3138-01
K30321
01/03/2014



and

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
(FOP/OLC)**



FULL-TIME CORRECTIONS OFFICERS

JANUARY 1, 2014 -DECEMBER 31, 2016

Table of Contents

ARTICLE 1 - UNION RECOGNITION	1
ARTICLE 2 - MANAGEMENT RIGHTS	2
ARTICLE 3 - WORK RULES	3
ARTICLE 4 - UNION SECURITY	4
ARTICLE 5 - LABOR RELATIONS MEETINGS	7
ARTICLE 6 - HEALTH AND SAFETY	8
ARTICLE 7 - PLEDGE AGAINST UNLAWFUL DISCRIMINATION	9
ARTICLE 8 - NEW HIRE PROBATIONARY PERIOD/REQUIRED TRAINING AND CERTIFICATION	10
ARTICLE 9 - CORRECTIVE ACTION AND PERSONNEL FILES	12
ARTICLE 10 - SENIORITY	14
ARTICLE 11 - HOURS OF WORK AND OVERTIME	15
ARTICLE 12 - WAGES	18
ARTICLE 13 - BEREAVEMENT LEAVE	19
ARTICLE 14 - FAMILY MEDICAL LEAVE	19
ARTICLE 15 - JURY DUTY LEAVE	21
ARTICLE 16 - SICK LEAVE	22
ARTICLE 17 - HOLIDAYS	24
ARTICLE 18 - VACATION	25
ARTICLE 19 - INSURANCE BENEFITS	27
ARTICLE 20 - UNIFORMS	29
ARTICLE 21 - LAYOFF AND RECALL	29
ARTICLE 22 - GRIEVANCE PROCEDURE	30
ARTICLE 23 - BULLETIN BOARD	34
ARTICLE 24 - UNPAID LEAVE OF ABSENCE	35
ARTICLE 25 - DURATION OF AGREEMENT	36
ARTICLE 26 - DRUG FREE WORKPLACE	37
ARTICLE 27 - INTERPRETATION/SEVERABILITY	37
ARTICLE 28 - COMPLETE AGREEMENT	37

INDEX

<u>Topical Heading</u>	<u>Page</u>
Bereavement Leave (Article 13)	19
Bulletin Board (Article 23)	34
Complete Agreement (Article 28)	37
Corrective Action and Personnel Files (Article 9)	12
Drug Free Work Place (Article 26)	37
Duration of Agreement (Article 25)	36
Family Medical Leave (Article 14)	19
Grievance Procedure (Article 22)	30
Health and Safety (Article 6)	8
Holidays (Article 17)	24
Hours of Work and Overtime (Article 11)	15
Insurance Benefits (Article 19)	27
Interpretation/Severability (Article 27)	37
Jury Duty Leave (Article 15)	21
Labor Relations Meetings (Article 5)	7
Layoff and Recall (Article 21)	29
Management Rights (Article 2)	2
New Hire Probationary Period/Required Training and Certification (Article 8)	10
Pledge Against Unlawful Discrimination (Article 7)	9
Seniority (Article 10)	14
Sick Leave (Article 16)	22
Uniforms (Article 20)	29
Union Recognition (Article 1)	1
Union Security (Article 4)	4
Unpaid Leave of Absence (Article 24)	35

INDEX

<u>Topical Heading</u>	<u>Page</u>
Vacation (Article 18)	25
Wages (Article 12)	18
Work Rules (Article 3)	3

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (the "Agreement") is made and entered into by and between MH Corrections Commission, a multi-county correctional center under Section 307.93 of the Ohio Revised Code, dba Multi-County Correctional Center (the "Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc., for and on behalf of all full-time Corrections Officers employed by the Employer (the "Union") and is made for the purposes of promoting cooperation and orderly, constructive and harmonious relations among the Employer, bargaining unit members, and the Union. All Addenda to the previous Collective Bargaining Agreement between the parties and Letters of Understanding between the parties not specifically incorporated into this Agreement shall have no further force or effect.

ARTICLE 1.

UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive bargaining agent representative for the purpose of collective bargaining of wages, hours and other terms and conditions of employment for all full-time Corrections Officers employed by the Employer as certified by the State Employment Relations Board in Case Number 99-REP-08-0185. As used in this Section, the term "full-time" means regularly scheduled to work a full forty hour workweek.

Section 1.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2.

MANAGEMENT RIGHTS

Section 2.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Multi-County Correctional Center wherever located, and to perform other functions and responsibilities which are required by law. Specifically, the Employer's

exclusive management rights include, but are not limited to:

- i) The management and direction of its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and the maintenance of order among employees;
- ii) The promulgation and enforcement of reasonable work rules and regulations and the right to otherwise exercise the prerogatives of management;
- iii) The management and determination of the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- iv) The determination of the Multi-County Correctional Center's goals, objectives, programs and services, and the utilization of personnel in a manner designed to effectively and efficiently meet these purposes;
- v) The determination of the size, composition and duties of the work force, the number of shifts required, the establishment of work schedules and assignments, the establishment of hours of work, the establishment, modification, consolidation, or abolishment of jobs (or classifications); and the determining of staffing patterns, ~~including, but not limited to, assignment of employees, number of employees~~ employed, duties to be performed, qualifications required for classification and work assignments, and areas to be worked, and the right to relieve employees from duties due to lack of work or lack of funds;
- vi) The determination of when a job vacancy exists, the standards of quality and performance to be maintained;
- vii) The maintenance of the security of records and other pertinent information;
- viii) The determination and implementation of necessary actions in emergency situations;
- ix) The determination of the necessity to schedule overtime and the amount required thereof.

Section 2.2. The Union agrees that all rights of the Employer not expressly restricted or modified by this Agreement and as permitted by law shall be retained by the Employer.

Section 2.3. Nothing herein shall impair the rights of the Employer as set forth in Section 4117.08(C) of the Ohio Revised Code.

ARTICLE 3.

WORK RULES

Section 3.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies, procedures and directives consistent with its statutory authority, to regulate the personal conduct of employees as it may relate to their employment or affect the Multi-County Correctional Center, and the conduct of the Employer's services and programs.

Section 3.2. It is agreed that, where the Employer has determined that written work rules are necessary, and to the extent any work rules have been or will become reduced to writing, the Employer will make them available to the employees. Copies of newly established work rules, or amendments to existing work rules, will be furnished to the Union and posted a minimum of seven (7) calendar days prior to their implementation. Furthermore, the Employer agrees to discuss any such work rules with the Union upon the Union's request prior to implementation ~~except in cases of~~ emergencies, and if that is the case, then as soon as practicable after the emergency has passed. The notification of the work rules shall not diminish the Employer's ability to effectively operate the facility. In instances where the seven (7) day notification cannot be adhered to due to the emergency nature of the work rule as reasonably determined by the Executive Director, the notification time shall be waived.

Section 3.3. The Employer shall inform the employees in advance of any change in work rules. This notice may be by posting a notice on the bulletin board(s) or through general distribution of a memorandum.

Section 3.4. This Article shall not be interpreted in any manner to relieve an employee of his responsibility to follow established rules and procedures of good conduct and common sense whether or not such rules and procedures have been reduced to writing.

ARTICLE 4.

UNION SECURITY

Section 4.1. Each full-time Corrections Officer shall have the right to join the Union. The Employer and the Union agree that membership in the Union is available to all full-time Corrections Officers employed by the Employer.

Section 4.2. The Employer agrees to deduct regular Union membership dues from the first two (2) pay periods each month from the pay of any employee eligible for membership in the Union upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form shall be presented to the Employer by the employee or the Treasurer of the Union. Upon receipt of such authorization, the Employer shall cause Union dues to be deducted from the payroll checks of the employee commencing with the first pay period following the pay period in which the authorization was received by the Employer. The Employer agrees to recognize any properly completed and signed checkoff card as may from time to time be designated in writing for use by the Union as meeting the requirements of this Section.

Section 4.3. Pursuant to the provisions of ~~Section 4117.09 (C) of the Ohio Revised Code, the~~ Employer and the Union agree that as a condition of employment, all employees in the bargaining unit who do not become members of the Union upon the successful completion of their probationary period or one (1) year of service (whichever occurs first in time) shall pay to the Union a fair share fee. Nothing herein shall require any employee to become a member of the Union, nor shall fair share fees exceed dues paid by members of the Union who are in the bargaining unit covered by this Agreement. The Union represents to the Employer that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee for non-Union member bargaining unit employees which conforms to federal law as required pursuant to the provisions of Section 4117.09(C) of the Ohio Revised Code. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. The

deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union as hereinafter provided is automatic and does not require the written authorization of the employee.

Section 4.4. Any employee who is a member of and adheres to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objection to joining or financially supporting a Union and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board may declare any such employee exempt from becoming a member of or financially supporting the Union. Any such employee shall be required, in lieu of the fair share fee, to pay an amount equal to such fair share fee to any non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the Union. Any such employee shall furnish to the Union written receipts evidencing such payments and failure to make such payment or furnish such receipts to the Union shall subject the employee to the same ~~sanctions as would non-payment of dues as herein provided.~~

Section 4.5. It is specifically agreed that the Employer assumes no obligation, financial otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and fair share fees, and the Union hereby agrees that it will fully protect, indemnify, defend and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.6. The Employer shall be relieved from making such individual deductions upon (i) termination of employment, or (ii) transfer to a job outside of the bargaining unit, or (iii) layoff from work, or (iv) an agreed upon leave of absence, or (v) in the case of dues deductions, the revocation of the written authorization in accordance with its terms or with applicable law.

Section 4.7. The Employer shall not be obligated to make dues deductions or fair share fee deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal such dues or fair share fee deductions.

Section 4.8. It is agreed that neither the employee nor the Union shall have a claim against the Employer for errors in processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) calendar days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues and fair share fee deductions will normally be made by deducting the proper amount from the employee's pay.

Section 4.9. The rate at which dues and fair share fees are to be deducted shall be certified to the Personnel Office of the Employer by the Treasurer of the Union from time to time provided, however, such rates shall not be changed more than once in any calendar year unless otherwise required by law. A one (1) month advance notice must be given to the Personnel Office prior to making any changes in the individual's dues or fair share fee deduction.

Section 4.10. Deductions provided for in this Article shall be made from the employee's pay each month as provided in Section 4.2 above. A check, equal to the amount of the deduction, shall be remitted to the Union within ten (10) working days after the end of the calendar month in which such deductions are made. In the event a deduction is not made for any employee during any particular pay period, the Employer upon certification and request from the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months of dues or fair share fees, whichever is applicable, from the pay from such employee. Each remittance shall be accompanied with a list of the name of each employee for whom dues deductions were made and the amount of such dues deductions as well as a list of each employee for whom fair share fee deductions were made and the amount of such fair share fee deductions for each.

Section 4.11. Each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement, unless the employee gives the

Employer written notice revoking such authorization, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer.

Section 4.12. Unless otherwise agreed in writing between the Employer and the Union, all dues and fair share fee deductions shall be cancelled upon the termination of this Agreement or any renewal or extension thereof.

ARTICLE 5.

LABOR RELATIONS MEETINGS

Section 5.1. In the interest of sound labor management relations, the Employer and the Union shall meet with not more than three (3) representatives of each, or such larger number as may be mutually agreed upon, from time to time to discuss pending problems and to promote a more harmonious management/labor relationship.

Section 5.2. At least five (5) days in advance of such a scheduled meeting, the party requesting the meeting shall submit to the other specific items for the agenda. At least three (3) days in advance of such a scheduled meeting the other party shall have the opportunity to submit any additional items desired for the agenda. All agenda items as submitted shall be placed on the agenda for such meeting.

Section 5.3. It is the intention of the parties that such individuals as may be helpful to items to be discussed in such meetings may be in attendance, but that in the normal meeting not more than three (3) representatives from each party shall attend. The Executive Director or the Captain shall normally attend.

Section 5.4. It is the intention of the Union that such meetings will be utilized only for the purpose of promoting harmonious relationships between the Union, the bargaining unit membership and the Employer and to provide input to the Employer on items of concern. It is not the intention of the parties that these meetings be used to circumvent the collective bargaining process as defined in Ohio Revised Code Section 4117, or to bypass the normal chain of command and bargaining unit

members are expected to attempt to work out issues with supervisors prior to raising them at such meetings.

Section 5.5 If the parties reach an understanding and agreement through a labor relations meeting which they intend to be encompassed within this Agreement, such understanding or agreement shall be reduced to writing, identified as an Addendum to this Agreement, and executed by the parties accordingly.

ARTICLE 6.

HEALTH AND SAFETY

Section 6.1. Occupational health and safety is the mutual concern of the Employer, the Union and all employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

Section 6.2. The employer shall continue to make adequate provisions for safe working conditions and for healthful, sanitary surroundings insofar as the nature of the work and the Employer's facilities will permit for employees during the hours of their employment.

Section 6.3. The Employer, the Union and all members of the bargaining unit shall abide by ~~all applicable Federal, State, and local safety laws, rules, regulations and statutes which include the~~ right of the Employer to discipline any employee who refuses or fails to follow any health or safety rules as established by the Employer. The Union agrees to notify the Employer immediately, in writing, of any safety hazard or safety violation observed by it.

Section 6.4. The storage and disposal of bio-hazardous materials shall be in accordance with applicable federal and state regulations. The Union and the Employer shall update each other concerning issues relating to the storage and disposal of bio-hazardous materials at periodic labor-management meetings.

Section 6.5. When necessary or appropriate for the health and safety of bargaining unit members due to exposure in the Employer's workplace, the Employer shall make available to such bargaining unit members flu shots, hepatitis shots, TB testing, and other disease tests (i.e. blood-borne pathogens, AIDS testing, etc.). Bargaining unit members may waive any of the above shots

or testing. The Employer shall schedule at least one time per year, at the Multi-County Corrections Center facility, the on-site offering of flu shots, hepatitis shots and TB testing. Employees that are not on duty at the time of the scheduling of the above identified shots or tests may participate in a voluntary unpaid status.

Section 6.6. The passing of prescription medications to inmates by Corrections Officers shall be done in accordance with all applicable rules and regulations. So long as the passing of prescription medications to inmates by Corrections Officers is done in accordance with all applicable rules and regulations, including, but not limited to the rules and regulations of the Multi-County Correctional Center, Corrections Officer shall be held harmless from any liability arising from the passing of prescription medications to inmates. In order for a Corrections Officer to be held harmless from any such claim, he/she must promptly notify the Executive Director upon receiving notice of any such claim.

Section 6.7 The Employer agrees to provide a 2nd transport officer for transports for hospital admissions outside a 30 mile radius of Marion, Hardin, and Morrow Counties. In some cases where the admission of the inmate to the hospital is determined to be over a twenty-four (24) hour period the Employer may opt to have one (1) officer so long as he or she is relieved on a rotating basis of approximately every four (4) hours. On transports of over one hundred (100) miles one-way the Employer may provide a 2nd transport officer.

ARTICLE 7.

PLEDGE AGAINST UNLAWFUL DISCRIMINATION

Section 7.1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, handicap, political affiliation and involvement or non-involvement with the Union as required under all Federal and State laws. The Union shall share equally with the Employer the responsibility for complying with this Section of the Agreement.

Section 7.2. All references to employees in this Agreement designate both sexes. All words whether in masculine, feminine or neutral terms shall be construed to include all persons of all genders. The use of either a masculine or a feminine gender is intended to be for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 7.3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 7.4. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 7.5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

~~Section 7.6. The Union recognizes the Employer's obligations under the Americans With Disabilities Act to make reasonable accommodations to facilitate the return to work and retention in employment of a worker who becomes disabled and for handicapped persons and hereby consents to the Employer making any such reasonable accommodations as may be required law, irrespective of any provisions to the contrary contained in this Agreement. Likewise, the Union recognizes the Employer's right to refuse a request by an employee for an accommodation where such request would result in undue hardship to the Employer or where such accommodation is unreasonable, but retains its rights to grieve under the Grievance Procedure.~~

ARTICLE 8.

NEW HIRE PROBATIONARY PERIOD/REQUIRED TRAINING AND CERTIFICATION

Section 8.1. Every newly hired bargaining unit employee shall be required to successfully complete a new hire probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days or until the employee successfully completes the training required under Section 2, below, whichever occurs last. For purpose of computing such one hundred eighty (180) calendar days, all sick leave time taken by the probationary employee shall not be included so that the one hundred eighty (180) day probationary period for an employee shall be extended by the number of days the employee is off work on sick leave. The Employer shall use its best efforts to schedule each newly hired employee for the training required under Section 2, below, as soon as reasonably practicable consistent with the operational needs of the jail.

Section 8.2. During the new hire probationary period the Employer shall provide the following training:

- i) Ohio Peace Office Training Academy (OPOTA) Correction Officer training;
- ii) Oleoresin capsicum use training;
- iii) OPOTA training for use of 9 millimeter firearms.

The Employer shall pay the cost of such training and time spent in such training shall be considered regular work hours and paid accordingly.

Section 8.3. The Employer, in its sole discretion, shall determine whether to retain an employee in its employ during the new hire probationary period. Such an employee may be terminated at any time during the new hire probationary period and shall have no right to appeal a termination during the new hire probationary period under the Grievance Procedure of this Agreement.

Section 8.4. The Employer, at its discretion, may extend the new hire probationary period of an employee for an additional period not to exceed sixty (60) calendar days. It is the intent that such extension would be used only in those situations where the employee, through his/her performance, shows promise, but has not yet demonstrated to the satisfaction of the Employer that he/she should be retained as an employee. Written notice of any such extension shall be provided to the Union within ten (10) calendar days after the expiration of the new hire probationary period. During the

extended probationary period the employee may be terminated at any time, at the discretion of the Employer, and the affected employee shall have no right to appeal the termination under the Grievance Procedure of this Agreement.

Section 8.5. Except as otherwise hereinafter provided in this Section 8.5, all bargaining unit employees shall, as a condition of continued employment, be required to maintain OPOTA certification as a Corrections Officer, OPOTA certification for use of 9 millimeter firearms, and all certifications required by the Minimum Standards for Jails in Ohio for Corrections Officers and to participate in and complete all in-service and staff training as required by the Employer. At the discretion of the Employer, in special circumstances and with the prior written approval of the Union, an employee may be granted a waiver of the requirement for certification of 9 millimeter firearms.

Section 8.6 Probationary employees shall be given evaluations at least quarterly completed by the supervisor they are normally assigned to be working with. If the probationary period of an employee is extended pursuant to Section 8.4, above, then during the extended probationary period such employee shall be given such additional evaluations during the extended probationary period as determined by the Employer, but not less than midway through such extended probationary period.

ARTICLE 9.

CORRECTIVE ACTION AND PERSONNEL FILES

Section 9.1. The tenure of every employee in the bargaining unit shall be during good behavior and efficient service. No member of the bargaining unit shall be suspended, discharged or removed without just cause. Examples of such cause shall be incompetency, inefficiency, dishonesty, insubordination, immoral conduct, discourteous treatment of the public, neglect of duty or other failure of good behavior and efficient service, or other act of misfeasance, malfeasance or nonfeasance of duty.

Section 9.2. Disciplinary action may include, depending upon the severity of the offense:

- i) Verbal warning;
- ii) Written warning;
- iii) One or more days suspension without pay;
- iv) Discharge.

Section 9.3. All records of disciplinary action may be maintained in each employee's personnel file throughout the period of his/her employment. Provided, however, that the use of written memoranda of verbal warnings and written reprimands will not be used in determining future discipline if there is no intervening disciplinary action involving the same or similar offense for a period of twelve (12) months after the effective date of such written memoranda of verbal warning or written reprimand, the use of suspensions of five (5) days or less will not be used in determining future discipline if there is no intervening disciplinary action involving the same or similar offense for a period of twenty-four (24) months after the effective date of such suspension, and the use of suspensions in excess of five (5) days will not be used in determining future discipline if there is no intervening disciplinary action involving the same or similar offense for a period of thirty-six (36) months after the effective date of such suspension.

Section 9.4. Upon receipt of any reprimand or other disciplinary notice, the employee shall sign the Employer's copy to acknowledge receipt of a copy thereof. The employee's signature is to acknowledge receipt only, not agreement or disagreement with the action taken or the facts. Upon request, an employee shall be given a copy of any reprimand or disciplinary action entered in his/her personnel record. If any such reprimand or other disciplinary notice is modified or changed in any way, the Employer shall provide the employee with a copy of the modified or changed reprimand or disciplinary notice to allow the affected employee the opportunity to respond to the changed or modified reprimand or other disciplinary notice.

Section 9.5. Upon request submitted to the Employer through the Personnel Office and at a mutually agreed upon time and date during normal business hours, subject to the operational needs of the Employer, an employee shall have access to his/her personnel file for review.

Section 9.6. An employee shall be permitted to insert written clarifications or explanatory memoranda of material found in his/her personnel file.

Section 9.7. A bargaining unit member shall be notified within ten (10) calendar days after such bargaining unit member has been identified as a suspect in an internal investigation concerning

a violation that may result in disciplinary action against such bargaining unit member. No member of the bargaining unit shall be suspended or discharged unless there is a pre-disciplinary hearing on the merits of the charges brought against the bargaining unit member by the Employer. The Employer reserves the right to place an employee on Administrative Leave with pay pending a pre-disciplinary hearing. The affected employee shall receive advance notice of the charges brought against him/her and at least twenty-four (24) hours advance notice of the hearing date and time. The affected employee, at his/her option, may be permitted Union representation at the pre-disciplinary hearing. In the event a Union representative is not reasonably available at the scheduled time for such pre-disciplinary hearing, the Employer shall reschedule the pre-disciplinary hearing in an effort to try to accommodate the Union representative's schedule provided, however, in no event shall the Employer be required to postpone the hearing for more than forty-eight (48) hours.

Section 9.8. Disciplinary investigations and subsequent disciplinary action shall be completed quickly, but shall not normally exceed thirty (30) days from beginning to end, unless there are extenuating circumstances, and in those cases, the employee shall be notified of the expected date of completion and the reason for the delay, if more than thirty (30) days have elapsed. In cases where a bargaining unit member has been found guilty of a violation that results in disciplinary action, the discipline shall commence within ten (10) calendar days of the notice of guilt and shall be completed as quickly as practicable unless a longer period of time is agreed in writing by the Employer, the Union and the bargaining unit member.

Section 9.9. For security purposes, all property brought on to the premises of the Multi-County Correctional Center by an employee is subject to being searched. Except when a search is being conducted in conjunction with an active investigation and the employee is not then on the premises, or in an emergency situation, property of an employee shall not be searched without the employee being present. In cases when the search is being conducted in conjunction with an active investigation and the employee is not then on the premises and in the case of an emergency, the Employer shall have a bargaining unit member present as a witness to the searching of such property and written documentation of the results of such search shall be made by the person performing the search and signed by the witness

ARTICLE 10.

SENIORITY

Section 10.1. Except as otherwise provided herein, for purposes of this Agreement the term “seniority” shall be defined as the length of an employee’s continuous service with the Employer from such employee’s most recent date of hire.

Section 10.2. Notwithstanding the provisions of Section 1, above, the seniority for each employee in the bargaining unit as of the effective date of this Agreement shall be as set forth on Exhibit “1” attached hereto, incorporated herein and made a part hereof by this reference.

Section 10.3. An employee’s seniority shall be lost only when a “break in service” occurs. A break in service occurs in the following instances:

- i) Separation because of resignation, except where the employee is rehired into the bargaining unit within thirty (30) days of resignation;
- ii) Discharge;
- iii) Failure of the employee to return from an authorized leave of absence;
- iv) Failure of the employee to respond to a notification of recall from layoff.

A break in service shall not occur if the bargaining unit member is reinstated due to the disaffirmance of a removal.

Section 10.4. The Employer shall maintain an up to date seniority list of all bargaining unit employees which shall be available for review by the Union upon request.

ARTICLE 11.

HOURS OF WORK AND OVERTIME

Section 11.1. For purposes of wage and hour administration, a regular work period shall consist of eighty (80) hours plus ten (10) minutes roll call per shift in fourteen (14) consecutive calendar days. This work period shall also constitute the pay period.

Section 11.2. The regular workday and workweek for members of the bargaining unit will be determined by the Employer acting through the Executive Director or his/her designee. The standard work week shall be forty (40) hours plus roll call consisting of five (5) days of eight (8) consecutive

hours plus roll call each day followed by two (2) consecutive days off or four (4) days of ten (10) consecutive hours plus roll call each day followed by three (3) consecutive days off. The standard work week may be changed by the Employer acting through its Executive Director or his/her designee to meet the operational and financial needs of the Employer upon posting of any such changes with a sign-up sheet and allowing all bargaining unit members a period of seventy-two (72) hours after such posting to volunteer to work such changed schedule by signing up to work it. Thereafter, the changed standard workweek shall be assigned to the most senior member of the bargaining unit who signed up and who is qualified to work the schedule. If no such senior employee volunteers, then the changed schedule shall be filled by the least senior qualified Corrections Officer. During such voluntary sign-up period, the Employer shall have the right to temporarily assign the changed schedule as it deems appropriate.

Section 11.3. A bargaining unit employee required to work in excess of the regular workweek of forty (40) hours plus roll call shall be paid at the rate of time and one-half (1-1/2) his/her regular straight-time hourly rate for all such hours worked during the regular workweek in excess of forty (40) hours plus roll call. There shall be no pyramiding or duplication of any overtime. ~~For purposes of this section, pre-approved compensatory time off and pre-approved vacation hours paid shall be considered as hours worked.~~ An employee scheduled for overtime who reports for duty on or before the requested time shall be guaranteed the scheduled overtime work up to the maximum of two (2) hours, unless a good faith effort is made by the Employer to notify the employee not to report at least one (1) hour prior to the requested report time.

Section 11.4. If an employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be computed on a time and one-half (1½) basis and shall be granted by the Employer at the appropriate straight-time hourly rate at a time mutually convenient to the employee and the Employer. Compensatory time may accumulate up to a maximum of One Hundred Twenty (120) hours at any given time. Any accumulation of compensatory time above One Hundred Twenty (120) hours shall be paid out at the time the overtime is worked. In no event, however, shall more than Eighty (80) hours of compensatory time

be carried over from one calendar year into the next. Any compensatory time in excess of Eighty (80) hours existing at the end of a calendar year shall be paid out as part of the final pay period in which December 31st falls.

Section 11.5. The use of compensatory time off must be scheduled through, and approved by, the Executive Director or his/her designee. Scheduling for the use of compensatory time may be scheduled up to twenty-one (21) days in advance of the time being used. No compensatory time off shall be approved if it is not already on the books at the time of the request. Compensatory time may not be substituted for vacation leave after the vacation leave time has been approved.

Section 11.6. During November of each year, bargaining unit employees desiring to work a particular shift shall notify the Employer in writing of such desire. The Employer shall then make the shift assignments for the following calendar year on the basis of seniority among those employees who gave the Employer timely notice of their desire for a particular shift. Provided, however, the Employer specifically reserves the right to assign work shifts and schedules and to make changes and modifications to such shifts and schedules throughout the year as it determines best to meet the operational needs of the Multi-County Correctional Center. The next year's shift assignments will be posted by the Employer no later than December 15th.

Section 11.7. Upon written application on forms provided by the Employer duly completed and signed by both employees and with the prior written consent of each employee's supervisor and the approval of the Executive Director or his/her designee, bargaining unit employees shall be permitted to trade shifts within the then current pay period and the next following pay period only. Each employee shall be responsible to work the agreed upon (traded) shift and shall be subject to disciplinary action in the event he/she fails to do so. In no event shall a shift trade cause or create overtime. For purposes of determining overtime for hours worked in excess of forty (40) in a workweek, employees who trade shifts shall be treated as having worked their originally scheduled shift and not the traded shift.

Section 11.8 Employees who have been approved by their physician and the Employer to work in a light-duty status may be moved to any shift with days off as determined in the sole

discretion of the Employer to best meet the operational needs of the Employer for the duration of the light-duty assignment.

Section 11.9 Unless other arrangements are made between the Employer and the Corrections Officer, all Corrections Officers attending OPOTA training shall clock in at the Multi-County Corrections Center each day of training and leave from the Multi-County Corrections Center for OPOTA training. At the conclusion of each day of training, the Corrections Officers shall immediately return to the Multi-County Corrections Center and clock out. All such time clocked in for OPOTA training shall be considered hours worked and paid accordingly.

Section 11.10 Employees who are required to work in excess of a continuous Sixteen (16) hours shall be paid in accordance with Section 11.3 of this Agreement. Any employee working in excess of Sixteen (16) continuous hours shall not be required to return to work for the next Eight (8) consecutive hours.

ARTICLE 12

WAGES

Section 12.1. The following hourly wage scales shall be in effect for the bargaining unit based upon their seniority for the duration of this Agreement effective January 1, 2014:

	<u>Current</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Prob. Step	\$13.16	\$13.42	\$ -	\$ -
Prob. Step to 1 Yr.	\$13.78	\$14.05	\$ -	\$ -
1-2 Year	\$14.40	\$14.68	\$ -	\$ -
2-3 Years	\$14.72	\$15.01	\$ -	\$ -
3-4 Years	\$15.04	\$15.34	\$ -	\$ -
4-5 Years	\$15.33	\$15.63	\$ -	\$ -
5 Years + above	\$15.63	\$15.94	\$ -	\$ -

The parties shall reopen negotiations concerning the wage rate of this Agreement for the second and third year (2015 and 2016) of the Agreement, in accordance with R. C. 4117.

Section 12.2 Upon attaining Six (6) years of continuous service with the Employer in the bargaining unit the employee shall receive a longevity incentive of Fifteen cents (\$.15) per hour in active pay status in addition to his/her regular hourly compensation.

ARTICLE 13.

BEREAVEMENT LEAVE

Section 13.1 In the event of the death of a bargaining unit employee's mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current stepchild, current daughter-in-law, current son-in-law, current stepmother, or current stepfather, the employee shall be entitled to take up to three (3) consecutive calendar days off following the death to make household adjustments, arrange for funeral services and to attend the funeral of the deceased. If any of such three (3) days are scheduled working days for the employee, he/she shall be compensated for such time at his/her hourly rate of pay.

Section 13.2. In the event of the death of a bargaining unit employee's grandparents, grandchild, current brother-in-law or current sister-in-law, the employee shall be entitled to take the day of the funeral off with pay to attend the funeral of the deceased.

Section 13.3. If additional time is necessary for bereavement purposes, the bargaining unit employee may use up to one (1) day of sick leave for a death with the funeral occurring in the State of Ohio and up to three (3) days of sick leave for a death with the funeral occurring outside of the State of Ohio, unless additional time off for bereavement is approved by the Executive Director.

Section 13.4 It is specifically understood and agreed that the use of Bereavement Leave as provided in Sections 1, 2, and 3, above, is specifically conditioned upon the employee attending the funeral of the deceased. No time off or pay shall be granted if the employee does not attend the funeral. Satisfactory proof of death of the mentioned member of the family shall be submitted to the Personnel Officer of the Employer. The Employer may request proof of attendance at the funeral if the Employer has good reason to believe the employee did not attend the funeral services.

ARTICLE 14.

FAMILY MEDICAL LEAVE

Section 14.1. In compliance with the Family Medical Leave Act of 1993 (the "FMLA"), Family Medical Leave (as amended) shall be available to bargaining unit employees as hereinafter

set forth.

Section 14.2. A bargaining unit employee who has worked for the Employer for at least twelve (12) months and for at least 1250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid Family Medical Leave for the following reasons:

- i) Birth and/or care of a newborn child of the employee within twelve (12) months after the birth of the child;
- ii) Placement of a child into the employee's family by adoption or by foster care arrangements within twelve (12) months after the placement of the child;
- iii) A serious health condition which renders the employee unable to perform the functions of the employee's position; and
- iv) In order to care for the employee's spouse, child or parent who has a serious health condition.

Section 14.3. Requests for such Family Medical Leave of absence must be submitted to the Executive Director in writing. The request should be submitted at least thirty (30) days before the leave is to begin, or as soon as possible if thirty (30) days notice is not possible. A bargaining unit employee requesting Family Medical Leave due to a serious health condition will be required to provide the Executive Director with verification of the serious health condition from the medical care provider.

Section 14.4. Bargaining unit employees are required to use accrued leave when they apply for Family Medical Leave. The accrued leave shall be used in the following order: accrued compensatory time, accrued vacation time, and then accrued sick leave, except that the bargaining unit member may choose to use accrued sick leave first when the reason given for using Family Medical Leave would qualify for use of sick leave.

Section 14.5. During any such Family Medical Leave of absence, the Employer will continue to pay its portion of the health insurance premiums and the employee must continue to pay the employee's share of the premiums. Failure of the employee to pay the employee's share of the health insurance premiums prior to the due date may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Employer for payment of health insurance premiums paid by the Employer during the Family

Medical Leave, unless the employee does not return to work because of the presence of a serious health condition which prevents the employee from performing the employee's job or circumstances beyond the control of the employee.

Section 14.6. During any such Family Medical Leave, the employee shall continue to accrue seniority and vacation. Other employment benefits accrued by the employee up to the day on which the Family Medical Leave of absence begins will not be lost.

Section 14.7. In the case of a Family Medical Leave taken for serious health conditions, the leave may be taken intermittently or on a reduced hours basis but only if such leave is medically necessary. If intermittent or reduced hours leave is required, the Executive Director may in his/her sole discretion temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

Section 14.8. In the event a Family Medical Leave is taken for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless both the employee and the Executive Director agree and if both spouses are employed by the Employer, the combined leave shall not exceed twelve (12) weeks.

Section 14.9. Bargaining unit employees who return to work from a Family Medical Leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their position or an equivalent position without loss of benefits or rate of pay.

ARTICLE 15.

JURY DUTY LEAVE

Section 15.1. An employee serving on jury duty shall be paid the difference between his/her juror's compensation and his/her hourly rate of pay for the time necessarily lost from his/her regularly scheduled work day as a result of such jury duty.

Section 15.2. Except for reasonable time required to change clothing and for transportation, such employee shall report for work when not required for jury duty during his/her regularly scheduled working hours.

Section 15.3. An employee shall produce evidence of the amount of juror's compensation and the dates served as a juror in order to establish the amount to be paid by the Employer.

ARTICLE 16.

SICK LEAVE

Section 16.1. All members of the bargaining unit shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each Eighty (80) hours in active pay status. If a bargaining unit member is in active pay status for less than Eighty (80) hours during a given pay period, his or her sick leave accrual for such pay period shall be prorated according to the hours actually worked. Unused sick leave credit shall accrue without limit.

Section 16.2. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee or a member of his/her immediate family (as defined in this Article), wherein the employee's presence is required.
2. Medical, dental or optical examination or treatment of employee or a member of his/her immediate family (as defined in this Article), which requires the presence of the employee, and which cannot be scheduled during non-working hours, and has been approved in advance by the Employer. Said request shall be in writing on a form designated by the Employer.
3. The Employee's exposure to contagious disease which could be communicated to other employees.
4. The employee's pregnancy and/or childbirth and other conditions related thereto.
5. Death (as provided in Article XIII, Bereavement Leave of this Agreement).

Section 16.3. The definition of immediate family as used in this Article shall mean the employee's mother, father, current spouse, child, parent, current mother-in-law, current father-in-law, grandparent, grandchild, or current step-child.

Section 16.4. An employee shall be charged for sick leave only for the time and days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal schedule workday or workweek earnings.

Section 16.5. When an employee is unable to work, he/she shall notify the his/her supervisor

or other designated person, at least one (1) hour prior to the time he/she is scheduled to report to work on each day of absence, unless other arrangements are made with the supervisor or other designated person. When reporting off sick, the employee must advise the supervisor or other designated person of the nature of his/her illness, the effects it is having on him/her, and whether he/she plans to contact a physician in reference to his/her illness. Any employee reporting off sick should identify the supervisor or other designated person they talk to when calling in sick.

Section 16.6. The employee shall be required to furnish a standard written statement to justify the use of sick leave. In accordance with Section 7 of this Article, an original signed certificate stating the nature of the illness from a licensed physician, dentist or chiropractor may also be required. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

Section 16.7. An employee with an illness exceeding three (3) days may be required to furnish a statement from his/her physician before returning to work, notifying the Employer that the employee was unable to perform his/her duties during the period of absence and is able to return to work to perform the normal duties of his/her job as a Corrections Officer before returning to work. ~~Where sick leave is requested to care for a member of the immediate family, the Employer may~~ require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 16.8. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on a job he or she can perform or on sick leave. The cost of such examination shall be paid by the Employer.

Section 16.9. Employees failing to comply with sick leave rules and regulations shall not be paid sick leave. Application for sick leave with intent to defraud may result in dismissal and refund of sick leave paid. In the event that a bargaining unit member is suspected of abusing sick leave, the Employer may require him/her to justify his/her use of sick leave by obtaining a physician's certificate, at Employer expense, from a physician designated by the Employer. In addition, or in

the alternative, the Employer may require him/her to obtain a certificate from his/her own doctor at his/her expense, or other verification of illness or injury acceptable to the Executive Director, for any of all future absences for which sick leave is claimed within a period of six (6) consecutive months.

Section 16.10 An employee who uses more than forty (40) hours of sick leave without a doctor, dentist or approved medical practitioner's excuse in a calendar year shall thereafter be required to provide an original signed certificate from a doctor, dentist, or approved medical practitioner justifying the use of all further sick leave upon return to work prior to having any further sick leave approved for the remainder of the calendar year

Section 16.11 When it is necessary to take sick leave for doctor's appointments that cannot be scheduled during non-working hours, sick leave may be granted only for the time necessary for such appointment including reasonable travel time.

Section 16.12 All non-probationary employees in active pay status who do not use any sick leave during any calendar quarter shall receive a sick leave bonus of One Hundred Fifty Dollars (\$150.00) in the first pay period after the completion of such calendar quarter.

ARTICLE 17.

HOLIDAYS

Section 17.1. To be eligible for holiday pay as specified in this Article, the employee must have successfully completed sixty (60) calendar days of employment, be in active pay status and have worked his/her last full regularly scheduled workday prior to his/her next full regularly scheduled workday immediately following the respective holiday or been off on vacation on such regularly scheduled workdays.

Section 17.2. The following shall be recognized as paid holidays:

New Year's Day	(1st day of January)
Martin Luther King Day	(3rd Monday of January)
Presidents Day	(3rd Monday of February)
Memorial Day	(Last Monday in May)

Independence Day	(4th day of July)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veterans Day	(11th day of November)
Thanksgiving Day	(4th Thursday in November)
Christmas Day	(25th day of December)

Section 17.3. Each eligible employee in the bargaining unit shall receive eight (8) hours straight time holiday pay for the holiday at his/her regular rate of pay. Any bargaining unit member that is required to work more than eight hours on a holiday will be paid holiday pay equal to the total hours worked on the holiday, in addition to his or her overtime rate of pay.

Section 17.4. When a holiday falls on a bargaining unit member's scheduled workday, said member shall work that holiday and receive pay for such hours worked on that holiday at time and one-half his/her regular rate of pay.

ARTICLE 18.

VACATION

Section 18.1. Bargaining unit employees are entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based on the length of service as follows:

1. Less than one (1) year of service completed
No vacation
2. One (1) year of service but less than eight (8) years completed
80 Hours
3. Eight (8) years of service but less than fifteen (15) years service completed
120 Hours
4. Fifteen (15) years or more of service of service completed
160 Hours

Section 18.2. After an employee successfully completes one (1) year of service with the Employer and completes 2080 hours in active pay status the employee shall be credited with eighty (80) hours of vacation leave, thereafter vacation leave is credited each biweekly pay period in active

pay status at the following rates:

1. For those entitled to eighty (80) hours annual vacation:
3.1 hours per pay period;
2. For those entitled to 120 hours annual vacation:
4.6 hours per pay period;
3. For those entitled to 160 hours annual vacation:
6.2 hours per pay period;

Section 18.3.

- A. No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.
- B. Vacation time off shall be granted on a mutually agreed upon time considering the operational needs of the Employer and seniority of the employee as set forth in subsection (C) and (D) of this Section.
- C. The Employer will give vacation preference to employees on the basis of seniority with the Employer where it is practical, provided the employee's request for vacation time off is submitted to the Employer during the vacation sign up period prior to December 15th of the preceding year. Once the vacation signup period has been completed, vacation requests will be honored on a first come basis only. Employees not requesting their vacation by the December 15th date will be scheduled for vacation as the operational needs of the Employer permit and if two (2) or more employees request their vacation for the same date(s), the Employer will give preference to the most senior employee.
- D. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed the amount accrued during the year. This accumulation of vacation must be approved in writing in advance and must be in response to special circumstances and must be taken during the following year.

- E. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation. In case of the death of an employee such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code or to his/her estate.
- F. Employees who are in active pay status for less than Eighty (80) hours during a pay period shall have their vacation accrual prorated according to the number of hours in active pay status during such pay period.
- G. Vacation may be taken in not less than one (1) hour increments unless otherwise agreed between the Employer and the employee.

ARTICLE 19.

INSURANCE BENEFITS

Section 19.1. During the term of this Agreement the Employer shall offer all full-time bargaining unit employees who have completed the required period of employment with the Employer from their most recent date of hire as hereinafter set forth and who are in active pay status or who are on Family Medical Leave and who subscribe to coverage, health insurance coverage through the plan or plans including hospitalization, surgical, major medical, prescription drug, dental and vision care, from time to time being offered by the Employer provided, however, when a husband and wife are both employed by the Employer or by an agency or branch of Hardin or Marion County or other jurisdiction which is a member of the Employer, such husband and wife shall be eligible for either single coverage for each or one family coverage and shall not be eligible for each to elect family coverage or duplicate coverage. Such hospitalization, surgical, major medical, and prescription drug coverages shall become effective on the first day of the first full calendar month after the employee completes thirty (30) calendar days of continuous employment with the Employer from his/her most recent date of hire and subscribes to the coverage. Such dental and vision care coverages shall become effective on the first day of the first full calendar month after the employee completes sixty (60) calendar days of continuous employment with the Employer from his/her most recent date of hire and subscribes to the coverage. As used in this Agreement the

term active pay status means any month during which the employee receives compensation from the Employer for wages, compensatory time, vacation pay, or sick leave.

Section 19.2. A copy of the current Master Policies setting forth the coverages of the existing policies will be available for review in the Executive Director's Office and is incorporated herein as part of this Agreement by reference. The Employer reserves the right at all times, however, to select the insurance carrier or carriers, health maintenance organization, or other providers and to modify the coverages, benefits and conditions of such policies, including, without limitation, co-payments and deductibles. It is also understood and acknowledged that during the term of this Agreement the individual carriers/providers may, through no fault of the Employer, the Union or the employees, elect to terminate coverage.

Section 19.3. The monthly premium cost of such hospitalization, surgical, major medical and prescription drug coverage for each covered employee as determined by the insurer or the plan administrator shall be shared between the Employer and each covered employee with the Employer paying Eight-five percent (85%) of the monthly premium cost and the employee paying fifteen percent (15%) of the monthly premium cost. The Employer shall pay the monthly premium cost for single dental coverage for a bargaining unit member electing dental coverage and the employee shall pay the entire premium cost for any dependents to be covered under such policy. It shall be the responsibility of the bargaining unit employee electing vision coverage under the policy to pay the entire premium thereof. The employee's portion of such monthly premium costs shall be paid by payroll deduction without further authorization required. In the event any such insurance plan includes Health Savings Accounts to which the Employer contributes, the Employer shall contribute annually during the term of this Agreement to each covered bargaining unit employee's Health Savings Account an amount equal to sixty percent (60%) of each employee's annual health insurance deductible with such Employer contributions being paid in twenty-four (24) equal installments over the calendar year.

Section 19.4. The Employer shall provide and pay the premiums for group term life insurance providing a \$10,000.00 death benefit for each member of the bargaining unit effective on the first day of the first calendar month following successful completion of his/her new hire probationary period, provided, however, such death benefit shall be reduced by thirty-five percent (35%) at age 65; sixty percent (60%) at age 70; seventy-two percent (72%) at age 75; and eighty percent (80%) at age 80.

ARTICLE 20.

UNIFORMS

Section 20.1. The Executive Director shall determine, from time to time, the dress code to be followed and uniforms to be worn by bargaining unit employees. The Employer shall also prescribe reasonable rules and regulations to be followed concerning the use, care, and replacement of such uniforms, which rules and regulations shall be complied with by all employees.

Section 20.2. The Employer shall provide such uniforms for use by the employees at no cost to the employee provided, however, the employee shall be responsible for replacing at his/her own cost any item of such uniform damaged, destroyed, lost or stolen, due to the employee's negligence or failure to follow the Employer's rules and regulations concerning the use and care thereof.

Section 20.3. The Employer shall provide replacements for uniforms which have become worn out, damaged or otherwise unserviceable, unless such condition is due to the employee's negligence or failure to follow the Employer's rules and regulations concerning the use and care thereof.

Section 20.4. All such uniforms shall be and remain the property of the Employer and shall be returned to the Employer promptly upon request.

ARTICLE 21.

LAYOFF AND RECALL

Section 21.1. In case a layoff of a bargaining unit employee is anticipated, insofar as practicable, the Employer shall notify the Union and the bargaining unit employee of the impending layoff at least ten (10) calendar days in advance of the action.

Section 21.2. The Employer shall determine, in its sole discretion, the shifts from which such layoffs are to be made and the number of employees to be laid off from each shift.

Section 21.3. In the event of a layoff of bargaining unit employees the following procedure shall be used:

- i) All new hire probationary employees in the bargaining unit shall be laid off first;

- ii) Next, all part-time Corrections Officers shall be laid off;
- iii) Thereafter, bargaining unit members then scheduled on the respective shift from which the layoff is to be made shall be laid off in inverse order of seniority subject, however, to the right reserved in the Employer to not lay off a bargaining unit member whose ability and overall job performance and reliability better meets the requirements of the Multi-County Correctional Center during such period of layoff as determined by the Employer.

Any layoffs not following such inverse order of seniority as set forth above shall be subject to the grievance procedure of this Agreement.

Section 21.4. Recalls from layoff shall be made with the bargaining unit employees with the most seniority being recalled before those with less seniority.

Section 21.5. Any layoff that lasts longer than the affected employee's length of seniority at the time of the layoff or two (2) years, whichever is less, will cause the affected employee to lose his/her seniority and right of recall.

Section 21.6. Any laid off employee who does not contact the Employer concerning his/her ~~intention to return to work as scheduled within three (3) days after receipt of notification of recall~~ and who does not then return to work as scheduled shall lose his/her seniority and right of employment unless other arrangements have been made and agreed upon by the Employer and the bargaining unit member.

ARTICLE 22.

GRIEVANCE PROCEDURE

Section 22.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the specific terms of this Agreement. It is not intended that this Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement which are controlled by Resolutions of the MH Corrections Commission, or by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

Section 22.2. All grievances must be processed at the proper step in the progression in order

to be considered at the subsequent step. Individual grievances involving a suspension or discharge shall be introduced at step 2 of the Grievance Procedure. Any employee may withdraw a grievance by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limit may be advanced by the employee or the Union to the next step of the Grievance Procedure within the designated time period. All time limits on grievances and steps may be waived upon mutual written consent of the parties. All written grievances, where appropriate, must contain the following information to be considered:

- i) Aggrieved employee's name and signature;
- ii) Date grievance was first discussed;
- iii) Date grievance was filed in writing;
- iv) Name of supervisor with whom grievance was discussed;
- v) Date and time grievance occurred;
- vi) Where grievance occurred;
- vii) Description of incident giving rise to the grievance; and
- viii) Articles and Sections of Agreement alleged to be violated.

Section 22.3. The following steps shall be followed in the processing of a grievance:

Informal Step. In order for an alleged grievance to receive consideration, the issue or concern must first be brought informally to the attention of the employee's supervisor and if not resolved within the same day presented, it must then be reduced to writing and presented as a formal written grievance at Step 1 as hereinafter provided within seven (7) days after the occurrence of the incident giving rise to the grievance. If the employee can prove that he/she was unaware of the incident within the specified time limits, he/she shall have seven (7) days from the time he/she can substantiate he/she became aware of the incident within which to file a grievance. In no case shall the time limit in which to file a grievance exceed thirty (30) days from the date of the incident. If the grievance is not filed in a timely manner, it shall be deemed not to have existed.

Step 1. The grievant must present the alleged grievance in writing to the aggrieved employee's supervisor within seven (7) calendar days after the occurrence of the incident

giving rise to the grievance except as otherwise provided above. It shall be the responsibility of the employee's immediate supervisor to investigate and provide a written response to the grievant within seven (7) calendar days following the day on which the written grievance is presented.

Step 2. Should the employee not be satisfied with the answer in Step 1, above, then he/she may take up the grievance with the Executive Director and/or his/her designated representative within seven (7) calendar days after receiving the Step 1 reply. The Executive Director shall have ten (10) calendar days in which to investigate the grievance and schedule a meeting with the aggrieved employee and one (1) Union representative and/or staff representative. Within ten (10) calendar days after the meeting at Step 2, the Executive Director or his/her designee shall submit to the Union his/her written response to the grievance. The Executive Director and/or his/her designated representative shall be entitled to have legal representation at the Step 2 hearings.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon the Union's notification to the Employer. The Union, based upon the facts presented, ~~has the right to decide whether to elect to arbitrate a grievance.~~ The right of the Union to notify the Employer of its intent to arbitrate an unadjusted grievance is limited to a period of fifteen (15) calendar days from the date final action was taken on such grievance under Step 2 in the Grievance Procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer. Upon determination to submit the dispute to arbitration and after the Employer's receipt of written notification thereof from the Union, the Union shall request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once the list is received from FMCS, the parties shall utilize an alternate striking method to select an arbitrator. The initiating party shall strike first and the parties shall notify FMCS of the final selection. The arbitration shall be held in accordance with FMCS' then prevailing rules and practices for voluntary labor arbitration.

The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

- i) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law;
- ii) Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable law;
- iii) Limiting or interfering in any way with the powers, duties or responsibilities of the MH Corrections Commission under its rule making powers not inconsistent with this Agreement;
- iv) Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do not conflict with specific terms of this Agreement;
- v) Imposing any restriction or condition upon the Employer from this Agreement, it being understood that, except to the extent such restriction or condition upon the Employer is specifically set forth herein or is fairly inferable from the express language of any Article and Section hereof, the matter in question falls within the exercise of rights set forth in the Article of this Agreement entitled "Management Rights";
- vi) Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rates;
- vii) Providing an agreement for the parties in those cases, where by their contract, they have agreed that future negotiations should occur to cover the matter in dispute;
- viii) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

The question of arbitrability of the grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the

arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be final and binding upon the Employer, the Union and the employee or employees involved. The award, if in favor of the grievant, will be promptly implemented by the Employer.

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator, and rent, if any, for the hearing room shall be borne equally by the Employer and the Union. The expenses of a non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of any transcript. A bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her working hours on the day of the hearing.

ARTICLE 23.

BULLETIN BOARD

Section 23.1. The Employer shall provide to the Union a bulletin board measuring approximately 4 feet by 3 feet to be located on the wall of the administrative hallway of the Multi-County Corrections Center between the time clock and the staff locker room or in another mutually approved location, which may be used by the Union for posting notices and other Union business subject to the provisions hereinafter set forth.

Section 23.2. All Union notices and other matters which appear on the bulletin board shall be posted and removed by the highest ranking union officer in the bargaining unit during non-working times.

Section 23.3. The following matters may be posted without the necessity of receiving the Employer's prior approval:

- i) Union recreational and social affairs;
- ii) Notice of Union meetings;
- iii) Union Appointments;
- iv) Notice of Union elections;
- v) Results of Union elections;
- vi) Reports of non-political standing committees and independent non-political arms of the Union;
- vii) Publications, rulings and policies of the Union.

All other notices of any kind not covered above must receive prior approval of the Executive Director or his/her designated representative. It is also understood and agreed that no material may be posted on the bulletin board at any time which contains the following:

- i) Personal attacks upon any other member or other employee;
- ii) Scandalous, scurrilous or derogatory attacks upon the administration, MH Corrections Commission or its members, or other elected or appointed officials;
- iii) Attacks on any other employee organization;
- ~~iv) Attacks on and/or favorable comments regarding a candidate for public or Union office, or for office in another employee organization;~~
- v) Material that is discriminatory or in bad taste.

ARTICLE 24.

UNPAID LEAVE OF ABSENCE

Section 24.1. If granted by the Executive Director, an employee who has successfully completed his/her new hire probationary period may, upon written request and upon good cause being shown as determined by the Executive Director, be granted an unpaid personal leave of absence for thirty (30) days with the possibility of renewal thereof for additional thirty (30) day periods, provided, however, that a written request must be submitted to the Executive Director, and approved, for each thirty (30) day renewal.

Section 24.2. No unpaid leave of absence in excess of the original leave plus two (2) renewals, if approved by the Executive Director, shall be granted in any consecutive twelve (12) month period.

Section 24.3. Neither the provisions of this Article nor the application thereof shall be subject to the grievance procedure of this Agreement.

ARTICLE 25.

DURATION OF AGREEMENT

Section 25.1. This Agreement shall be effective as of the first day of January, 2014, and shall remain in full force and effect through the 31st day of December, 2016 provided, however, this Agreement may be reopened by either party only for the purposes of negotiating hourly wage rates to be effective on and after January 1, 2015 and January 1, 2016 by giving written notice to the other party no earlier than One Hundred Twenty (120) calendar days nor later than Ninety (90) calendar days prior to January 1, 2015 unless otherwise mutually agreed to in writing by both the Employer and the Union. Such negotiations shall be in accordance with Chapter 4117 of the Ohio Revised Code and in accordance with the provisions of Section 25.3 of this Agreement.

Section 25.2. The parties agree that this Agreement may be amended at anytime during the term hereof by mutual written agreement between the parties hereto.

Section 25.3. If either party desires to continue, modify or otherwise amend this Agreement upon the expiration of the term hereof, it shall give written notice of such desire to the other party 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, unless mutually agreed to by both the Employer and the Union to begin negotiations more than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be sent by Certified Mail with Return Receipt or by any other method approved by the State Employment Relations Board. The parties shall commence negotiations for such new Agreement, modifications or amendments and shall meet to establish the bargaining guidelines within fourteen (14) days after receiving such written notice. Such negotiations shall be in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE 26.

DRUG FREE WORKPLACE

Section 26.1. The Employer has implemented a Drug Free Workplace Program, a copy of which is incorporated herein by reference. All members of the bargaining unit shall be subject to the provisions of the Drug Free Workplace Program (Policy 100.06)

ARTICLE 27.

INTERPRETATION/SEVERABILITY

Section 27.1. To the extent permitted by applicable law, the provisions of this Agreement pertaining to wages, hours, terms and other conditions of employment shall prevail over conflicting statutes applicable to the bargaining unit. It is understood and agreed, however, that statutes pertaining to civil rights, affirmation action, unemployment compensation, worker's compensation and retirement applicable to the bargaining unit are not superseded by this Agreement.

Section 27.2. Should any provision of this Agreement be determined to be invalid by final judgment by a court of competent jurisdiction, such invalidation shall not invalidate or affect the remaining provisions hereof or the application of such provisions to persons or circumstances other than those to whom or to which it has been held invalid. In the event of such invalidation of any provision of this Agreement by final judgment of a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty days of receipt of a written request from either to the other, in an attempt to modify the invalidated provision by good faith negotiations.

ARTICLE 28.

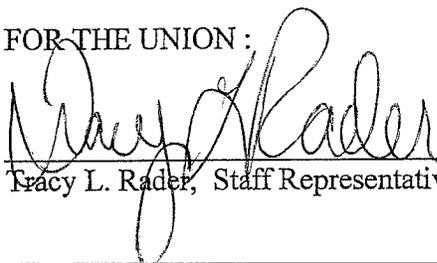
COMPLETE AGREEMENT

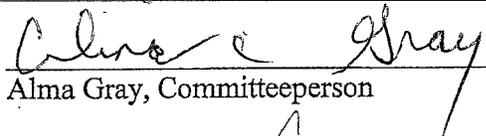
Section 28.1. The parties acknowledge and agree that during the negotiations which resulted in this Agreement, they each had the unlimited right to make demands or proposals on any

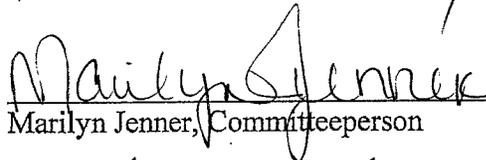
subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided herein, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

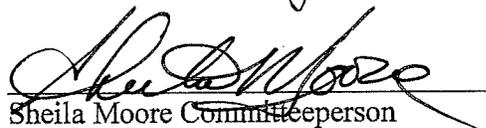
IN WITNESS WHEREOF, the parties hereto have set their hands to multiple copies hereof, this 13th day of DECEMBER, 2013.

FOR THE UNION :


Tracy L. Rader, Staff Representative

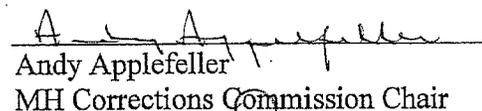

Alma Gray, Committeeperson

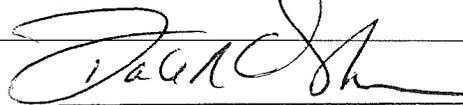

Marilyn Jenner, Committeeperson


Sheila Moore Committeeperson


Drema Arthur, Committeeperson

FOR THE EMPLOYER:


Andy Applefeller
MH Corrections Commission Chair

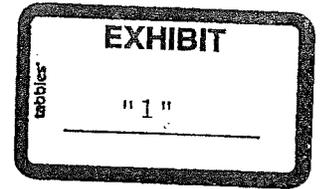

Dale Osborn, Executive Director


Peg Romine, Captain

Multi-County Correctional Center



Correctional Officer



RANK SENIORITY		NAME
1	02/22/99	Mead, Scott
2	05/18/99	Moore, Sheila
3	05/24/99	Arthur, Drema
4	06/05/00	Mullins, Candy
5	02/19/01	Lehman, Dan
6	08/11/02	Clark, Shane
7	08/01/05	Gray, A. Cathy
8	10/31/05	Jenner, M. Dawn
9	08/06/06	Clarke, C. Chantell
10	01/08/07	Miller, Tammy
11	12/23/07	Hicks, Kyle
12	04/06/09	Stover, Jason
13	10/26/09	Miller, Ben
14	03/16/10	Wheeler, Nicole
15	06/22/10	Long, Nicholas
16	07/5/10	Spears, Gregory
17	05/17/11	Daily, Colton
18	05/29/11	Reichenbach, Jennifer
19	07/15/12	Loyer, Tera
20	08/12/12	Beck, Richard
21	09/30/12	Nickelson, Andrew
22	09/30/12	Manns, Holden
23	12/02/12	Levings, Brian
24	12/16/12	Thomas, Garrett
25	12/16/12	Bigler, M. Shane
26	12/16/12	Reese, Dylan
27	04/07/13	Wade, Arthur
28	07/14/13	Foulke, Bradley
29	07/29/13	Wheeler, Richard
30	09/22/13	Metzger, Mandy
31	09/22/13	Slone, R. Shawn
32	09/24/13	Kinney, Joshua
33	10/08/13	Roseberry, Kati
34	11/04/13	Wilson, Ashley
35	11/10/13	Cummings, Chris

Effective: 11/19/2013

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

}

} Case No(s): 13-MED-09-1073

}

}

and,

}

}

MULTI COUNTY CORRECTIONAL
CENTER,
EMPLOYER.

}

}

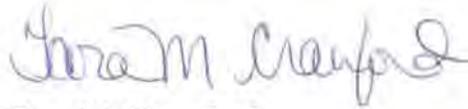
}

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FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Thomas A. Frericks, tom@frerickslaw.com
Dale Osborn, dosborn3@roadrunner.com