



COLLECTIVE BARGAINING AGREEMENT

Between

**MH CORRECTIONS COMMISSION
dba
Multi-County Correctional Center**

13-MED-12-1585
3138-02
K30771
03/27/2014

and

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



SERGEANTS

And

LIEUTENANTS

April 1, 2014 through March 31, 2017

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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 Lieutenants and Sergeants employed by the Employer (the "Union") and is made for the purposes of promoting cooperation and orderly, constructive and harmonious relations among the Employer, the bargaining unit members, and the Union.

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 Lieutenants employed by the Employer as certified by the State Employment Relations Board in Case No. 03-REP-05-0088 on August 14, 2003 and all full-time Sergeants employed by the Employer as certified by the State Employment Relations Board in Case No. 07-REP-08-0111 on October 4, 2007. As used in this Section, the term "full-time" means regularly scheduled to work a full forty-hour work week.

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:

- A. 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;
- B. The promulgation and enforcement of reasonable work rules and regulations and the right to otherwise exercise the prerogatives of management;
- C. The management and determination of the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. 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;

- E. 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;
- F. The determination of when a job vacancy exists, the standards of quality and performance to be maintained;
- G. The maintenance of the security of records and other pertinent information;
- H. The determination and implementation of necessary actions in emergency situations;
- I. 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 written 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 within a reasonable period of time upon the Union's request. 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, 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 the 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 member of the bargaining unit covered by this Agreement shall have the right to join the Union. The Employer and the Union agree that membership in the Union is available to all members of the bargaining unit covered by this Agreement.

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 Union. Upon receipt of such authorization, the Employer shall cause the 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 check off 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, 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 nonreligious 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 or 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 (a) termination of employment, or (b) transfer to a job outside of the bargaining unit, or (c) layoff from work, or (d) an agreed upon leave of absence, or (e) 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 the 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 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 two (2) 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 two (2) representatives from each party shall attend. The Executive Director or the Deputy Executive Director 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 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.

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 state and federal 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 and TB testing.

Section 6.6. The passing of medications to inmates shall be done in accordance with all applicable rules and regulations.

ARTICLE 7

PLEDGE AGAINST UNLAWFUL DISCRIMINATION

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

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 by 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

PROBATIONARY PERIOD/REQUIRED TRAINING AND CERTIFICATION

Section 8.1. Every newly hired Sergeant and newly hired Lieutenant shall be required to successfully complete a new hire probationary period. The new hire probationary period shall be for a period of twelve (12) full calendar months.

Section 8.2. Any employee of the Employer who is awarded a Sergeant position or a Lieutenant position shall be required to successfully complete a probationary period in the new position. Such probationary period shall be for a period of six (6) full calendar months.

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

Section 8.4. The Employer, at its discretion, may extend the probationary period of an employee for an additional period not to exceed thirty (30) 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 in the new position. Written notice of any such extension shall be provided to the Union prior to the expiration of the probationary period. During the extended probationary period the employee may be terminated or otherwise disciplined at any time, at the discretion of the

Employer, and the affected employee shall have no right to appeal the termination or other disciplinary action under the Grievance Procedure of this Agreement.

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 a 9mm firearm, LEADS certification, certification for use of tasers, and all certifications required by the Minimum Standards for Jails in Ohio for Corrections Officers and Supervisors and as set forth in OAC 5120:1-A-18(C), and to participate in and complete all in-service and staff training as required by the Employer. The cost of training required by the Employer shall be paid by the Employer.

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:

- a) Verbal warning
- b) Written warning
- c) One or more days suspension without pay
- d) 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 of 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. 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 forty-eight (48) 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 as quickly as practical, 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.

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 time with the Employer in his/her current classification within the bargaining unit covered by this Agreement from such employee's most recent date of promotion or hire into such bargaining unit classification.

Section 10.2. An employee's seniority shall be lost only when a "break in service" occurs. A break in service occurs in the following instances:

- a) Separation because of resignation or demotion, except where the employee is rehired into the bargaining unit within thirty (30) days of resignation;
- b) Discharge;
- c) Failure of the employee to return from an authorized leave of absence;

d) 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 10.3. 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 workweek 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. The standard workweek 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 five (5) days prior notice to the affected employee. In emergency situations the aforesaid five (5) day notice shall not be required. Any changes based on operational needs shall be by bargaining unit members volunteering, or by seniority with the lowest senior bargaining unit member being the one changed. When there is a shortage of Lieutenants (i.e. less than five) and a shortage of Sergeants the Employer may designate a Corrections Officer as a Temporary Acting Sergeant in place of a Sergeant for up to one hundred twenty (120) calendar days so long as the shortage is expected to last more than fourteen (14) calendar days.

Section 11.3. A bargaining unit employee that is 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 shall be considered as hours worked.

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 (1-1/2) 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 sixty (60) hours of compensatory time be carried over from one calendar year into the next. Any compensatory time in excess of sixty (60) 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 for up to fourteen (14) 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. As used in this Section the term "on the books" shall mean that the compensatory time off has accrued through the payroll process.

Section 11.6. During November of each year, bargaining unit employees shall have the opportunity to notify the Employer in writing of their shift schedule preference for the following year. The Employer shall review and consider such shift preferences and except for an articulated operational need the Employer shall grant employee shift preferences based on classification seniority. On or before December 15th of each year the Employer shall post a shift schedule for the following year. The shift schedule may be changed at the discretion of the Employer to meet the operational needs of the Employer. Except in the case of an emergency, the Employer shall give at least seven (7) days notice prior to changing anyone's schedule.

Section 11.7. Bargaining unit members that are subpoenaed to court due to activities related to their work at the Multi County Jail, or who are called back to duty after they have left the facility, who are off duty shall be compensated for two (2) hours of overtime for each appearance in court, or for each call back to work. Where multiple subpoenas are issued during the original two (2) hour block, the bargaining unit member shall only be paid for one court session, unless the session or sessions exceed two (2) hours. In those instances, the bargaining unit member shall be paid for the actual time spent in court or the actual time spent working at the call back to duty. In those instances when a superior officer or supervisor specifically requests a member of the bargaining unit to report for or return to work to do unscheduled, unforeseen, or emergency work, and which time does not abut the employee's regular scheduled shift, the bargaining unit member shall be paid a minimum of two (2) hours pay at his/her regular rate of pay or he/she shall be paid his/her applicable rate.

Section 11.8. Upon written application on forms provided by the Employer, duly completed and signed by both employees and with the prior written approval of the Executive Director or his/her designee, bargaining unit employee 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) hours in a workweek, employees who trade shifts shall be treated as having worked their originally scheduled shift and not the traded shift.

Section 11.9. At any time when a Lieutenant or Sergeant is not on duty at the Multi-County Correctional Center due to an emergency or unscheduled call-off with less than one (1) hour notice, the Employer may, in its sole discretion, designate a Corrections Officer to be a Temporary Sergeant to oversee the operations of the shift in accordance with policy, procedure and post orders.

Section 11.10. At any time when neither a Lieutenant or Sergeant is on duty at the Multi-County Correctional Center due to any call-off or opening, except in an emergency or an unscheduled call-off with less than one (1) hour notice, the Employer may, in its sole discretion, designate a Corrections Officer to be the Officer in Charge in place of a Sergeant and Lieutenant to oversee the operations of the shift in accordance with policy, procedure and post orders, but only after providing the other Lieutenants and Sergeants with the opportunity to work such hours as follows:

- 1) If any opening is created with at least four (4) days notice, notice of the opening shall be posted for three (3) days for Lieutenants and Sergeants to voluntarily sign up. The hours shall be awarded to the most senior Lieutenant who signs up for such hours and if no Lieutenant signs up for such hours, then such hours shall be awarded to the most senior Sergeant who signs up for such hours. If no Sergeant signs up for such hours, then the least senior Sergeant shall be mandated to work such hours.

- 2) If an opening is created with less than four (4) days notice, the Director or his/her designee shall make a good faith effort to first contact all Lieutenants to voluntarily fill the opening. If more than one Lieutenant volunteers, the opening shall be assigned to the most senior Lieutenant who volunteered. If after such a good faith effort to contact all Lieutenants, no Lieutenant volunteers for such opening, the Director or his/her designee shall then make a good faith effort to contact all Sergeants to voluntarily fill the opening. If more than one Sergeant volunteers, the opening shall be assigned to the most senior Sergeant who volunteered. If no Sergeant volunteers for such hours, then the least senior Sergeant shall be mandated to work such hours.

Any errors occurring in the above procedure shall be rectified by offering the next available opening to the bargaining unit member who was adversely affected by the error.

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 April 1, 2014:

	<u>Current</u>	<u>4/01/2014</u>	<u>4/01/2015</u>	<u>4/01/2016</u>
<u>Sergeants</u>	\$16.99	\$17.32	\$17.62	\$17.88
<u>Lieutenants</u>				
Probationary Period	\$19.11	\$19.49	\$19.83	\$20.12
Post Probationary Period	\$19.88	\$20.27	\$20.62	\$20.93
2 Years	\$20.27	\$20.67	\$21.03	\$21.34

3 Years	\$20.69	\$21.10	\$21.46	\$21.79
4 Years	\$20.94	\$21.35	\$21.72	\$22.04
5 Years and Above	\$21.22	\$21.64	\$22.01	\$22.34

Section 12.2. Effective April 1, 2014 each Lieutenant with Six (6) or more but less than Ten (10) continuous years in the classification of Lieutenant with the Employer will receive a longevity bonus of Twenty-eight Cents (\$0.28) for each hour in active pay status in addition to his/her hourly wage. Effective April 1, 2014 each Lieutenant with Ten (10) or more continuous years in the classification of Lieutenant with the Employer will receive a longevity bonus of Thirty-five Cent (\$0.35) for each hour in active pay status in addition to his/her hourly wage.

Section 12.3. Effective April 1, 2014 each Sergeant with Two (2) or more continuous years in the classification of Sergeant with the Employer will receive a longevity bonus of Twenty-eight Cents (\$0.28) for each hour in active pay status in addition to his/her hourly wage.

ARTICLE 13

BEREAVEMENT LEAVE

Section 13.1. In the event of the death of a bargaining unit employee's mother, father, legal guardian, or other person who legally stands in the place of a parent (loco parentis), sister, brother, current spouse, child, current mother-in-law, current father-in-law, current step-child, current daughter-in-law, current son-in-law, current step-mother, or current step-father, the employee shall be entitled to take up to three (3) calendar days off immediately following the day of the death to make household adjustments, or 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 grandparent, 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 at his/her discretion.

Section 13.4. It is understood and agreed that the use of Bereavement Leave as provided in Sections 13.1, 13.2 and 13.3, 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 and evidence of the employee's attendance at the funeral service shall be submitted to the Personnel Officer of the Employer.

ARTICLE 14

FAMILY MEDICAL LEAVE

Section 14.1. In compliance with the Family Medical Leave Act of 1993 as amended (the "FMLA"), Family Medical Leave 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:

- a) Birth and/or care of a newborn child of the employee within twelve (12) months after the birth of the child;
- b) 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
- c) A serious health condition which renders the employee unable to perform the functions of the employee's position and
- d) 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 will be required to use their available compensatory and vacation time and receive corresponding compensatory and vacation pay when any such Family Medical Leave is taken and available sick leave shall also be used when Family Medical Leave is taken when use of sick leave applies.

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 workday 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/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:

- a) Illness or injury of the employee or a member of the employee's immediate family (as defined in this Article), wherein the employee's presence is required;
- b) Medical, dental or optical examination or treatment of the 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 which has been approved in advance by the Employer. Such request shall be in writing on a form designated by the Employer;
- c) The employee's exposure to contagious disease, which could be communicated to other employees;
- d) The employee's pregnancy and/or childbirth and other conditions related thereto;
- e) Death (as provided in Article 13, 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, parent, legal guardian or other person who legally stands in place of a parent (loco parentis), current spouse, child, current mother-in-law, current father-in-law, grandparent, grandchild, brother, sister, or current step-child.

Section 16.4. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 16.5. When an employee is unable to work, he/she shall notify 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 plan 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 16.7 of this Article, a 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, 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 position 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/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 and the Employer articulates in writing to the employee the reason(s) for such suspension, the Employer may require him/her to justify his/her use of sick leave by obtaining a physician's certificate, at Employer's 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 all future absences for which sick leave is claimed within a period of six (6) consecutive months.

Section 16.10. Each bargaining unit member who does not use any sick leave during any calendar quarter shall receive a sick leave bonus of One Hundred Fifty Dollars (\$150.00) paid in the first pay period after the completion of each 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 from his/her most recent date of hire, be in active pay status and have worked his/her last full regularly scheduled workday prior to and his/her next full regularly scheduled workday immediately following the respective holiday or have been off on vacation or compensatory time on such regularly scheduled workdays. An employee who is off on sick leave for any portion of the last regularly scheduled workday prior to or the next regularly scheduled workday immediately following the holiday shall not be entitled to holiday pay.

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

New Year's Day	(1 st day of January)
Martin Luther King Day	(3 rd Monday of January)
Presidents Day	(3 rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4 th of July)
Labor Day	(1 st Monday in September)
Columbus Day	(2 nd Monday in October)
Veterans Day	(11 th day of November)

Thanksgiving Day (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/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 based on credited PERS service after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled after one (1) year of continuous service with the Employer is based on the length of credited PERS service as follows:

- a) One (1) year of credited PERS service but less than eight (8) years of credited PERS service - 80 hours;
- b) Eight (8) years of credited PERS service but less than fifteen years of credited PERS service - 120 hours;
- c) Fifteen (15) years or more of credited PERS service - 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 vacation leave as set forth in Section 18.1 above. Thereafter vacation leave is credited each biweekly pay period in active pay status at the following rates:

- a) For those entitled to eighty (80) hours annual vacation -3.1 hours per pay period;
- b) For those entitled to one hundred twenty (120) hours annual vacation - 4.6 hours per pay period;
- c) For those entitled to one hundred sixty (160) hours annual vacation - 6.2 hours per pay period.

Section 18.3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

Section 18.4. 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 Section 18.5 of the Agreement.

Section 18.5. The Employer will give vacation preference to the 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. If during the vacation sign-up period prior to December 15th an employee within this bargaining unit submits a vacation request with date(s) conflicting with date(s) of employees of the Corrections Officer bargaining unit, the employee within this bargaining unit will be granted the vacation time. Employees not requesting their vacation by the December 15th date will be considered on a first come, first served basis only and will be scheduled for vacation as the operational needs of the Employer permit. If two (2) or more employees within this bargaining unit request their vacation for the same date(s) the Employer will give preference to the most senior employee within this bargaining unit regardless of rank.

Section 18.6. 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.

Section 18.7. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his/her then 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 Ohio Revised Code or to his/her estate.

Section 18.8. 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.

Section 18.9. Vacation may be taken in not less than two (2) hour increments at either the beginning or the end of a shift unless otherwise agreed between the Employer and the employee.

Section 18.10. It is the responsibility of the employee to provide the Employer with proof of prior PERS service credit as may reasonably be requested by the Employer.

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 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.

Section 19.2. A copy of the current Master Policies setting forth the coverages of the existing policies is available for review in the Marion County Personnel 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 Eighty-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.

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.

Section 20.5. In the event a bargaining unit employee's eyeglasses or dentures are damaged or destroyed in the line of duty through no fault or negligence on the part of the employee, the Employer shall reimburse the employee up to Two Hundred Fifty Dollars (\$250.00) of the cost of repair or replacement upon submission of appropriate documentation. If a court of competent jurisdiction requires restitution, the restitution shall be returned to the Employer first, and any additional monies received in excess of what the Employer paid for the repair or replacement of personal property, shall be given to the bargaining unit member to defray the additional costs not covered by the Employer.

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 seven (7) calendar days in advance of the action.

Section 21.2. The Employer shall determine, in its sole discretion, the number of employees to be laid off.

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

- a) All probationary employees in the bargaining unit shall be laid off first;
- b) Next, Sergeants shall be laid off in inverse order of seniority;
- c) Thereafter, after all Sergeants have been laid off, Lieutenants shall be laid off in inverse order of seniority.

Section 21.4. Recalls from layoff shall be made first by recalling all Lieutenants in order of seniority and thereafter Sergeants in order of 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:

- a) Aggrieved employee's name and signature;
- b) Date grievance was first discussed;
- c) Date grievance was filed in writing;
- d) Name of supervisor with whom grievance was discussed;

- e) Date and time grievance occurred;
- f) Where grievance occurred;
- g) Description of incident giving rise to the grievance; and
- h) Articles and Sections of Agreement alleged to be violated.
- i) Requested remedy.

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) calendar 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) calendar 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) calendar 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 his/her immediate supervisor or his/her designated representative 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 immediate supervisor or his/her designated representative 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 advance the grievance to Step 2 by written notice delivered to the Executive Director or his/her designated representative within seven (7) calendar days after receiving the Step 1 reply. The Executive Director shall then have ten (10) calendar days in which to 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 Step 2 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 notice 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:

- a) Contrary to or inconsistent with, or modifying or varying in any way the terms of this Agreement or of applicable law;
- b) Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable law;
- c) 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;
- d) 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;
- e) Implying 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";
- f) Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rates;
- g) 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;
- h) 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. Any 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

INTERPRETATION/SEVERABILITY

Section 23.1. 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 23.2. 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 (30) calendar 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 24

UNPAID LEAVE OF ABSENCE

Section 24.1. If granted by the Executive Director, an employee who has successfully completed his/her 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

DRUG FREE WORKPLACE PROGRAM

Section 25.1. The Employer has implemented a Drug Free Workplace Program (Policy No. 100.06), 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.

ARTICLE 26

TRAINING EXPENSE REIMBURSEMENT

Section 26.1. Any bargaining unit member that is scheduled by the Employer for training outside of Marion and Hardin County that is required to use their personal vehicle to attend the training shall be reimbursed at the Marion County mileage reimbursement rate for miles reasonably traveled to and from such training. The Employer may restrict the number of trips back and forth to the training.

Section 26.2. The Employer may, at its option, provide an agency vehicle for the traveling to and from training outside of Marion and Hardin Counties in lieu of paying for mileage reimbursement.

Section 26.3. Other costs reasonably incurred as a result of such training and as specifically pre-approved in writing by the Employer shall be reimbursed by the Employer.

ARTICLE 27

UNION BULLETIN BOARD

Section 27.1. Subject to the approval of the bargaining unit of Corrections Officers, the Employer shall permit the Union to use in conjunction with the bargaining unit of Corrections Officers the bulletin board measuring approximately 4 feet by 3 feet located at a mutually agreed upon location within the Multi-County Corrections Center which may be used by the Union for posting notices and other Union business subject to the provisions hereinafter set forth.

Section 27.2. 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 27.3. The following matters may be posted without the necessity of receiving the Employer's prior approval;

- a) Union recreational and social affairs;
- b) Notice of Union meetings;
- c) Union appointments;
- d) Notice of Union elections;
- e) Results of Union elections;
- f) Reports of non-political standing committees and independent non-political arms of the Union;
- g) Publications, rulings and policies of the Union.

Section 27.4. 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:

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

ARTICLE 28

COMPLETE AGREEMENT/DURATION OF 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 or required by law, 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 and signed this Agreement. This Agreement shall be effective as of the 1st day of April, 2014, and shall remain in full force and effect through the 31st day of March, 2017.

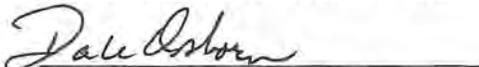
Section 28.2. The parties agree that this Agreement may be amended at any time during the term hereof by mutual written agreement between the parties hereto.

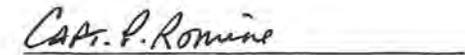
Section 28.3. If either party desires to continue, modify or otherwise amend this Agreement upon the expiration of the term hereof, it shall give written notice of such desire to the other party no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands to multiple copies hereof, this 24th day of March, 2014.

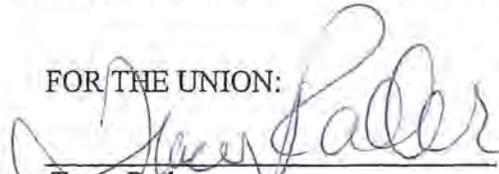
FOR THE EMPLOYER:


Kenneth Stiverson
MH Corrections Commission Chair


Dale Osborn, Executive Director

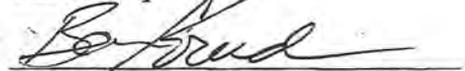

Peg Romine, Captain

FOR THE UNION:


Tracy Rader
Staff Representative


Lieutenant Robert Edens
Committeeperson


Lieutenant Brock Henderson
Committeeperson


Sergeant Ben Kruder
Committeeperson