



01-22-15
14-MED-10-1414
2397-01
K31782

AGREEMENT BETWEEN

BOARD OF TRUSTEES OF CENTRAL OHIO YOUTH CENTER

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

2014-MED-10-1414

January 1, 2015 - December 31, 2017

TABLE OF CONTENTS

	Page
Article 1	Preamble and Recognition..... 1
Article 2	Dues Check-Off..... 1
Article 3	Employee Rights..... 2
Article 4	Management Rights..... 3
Article 5	Union Representation/Bulletin Boards..... 4
Article 6	No Strike – No Lockout..... 6
Article 7	Labor Relations Meeting..... 6
Article 8	Probationary Period..... 7
Article 9	Work Rules..... 7
Article 10	Hours of Work and Overtime..... 8
Article 11	Discipline Procedures and Personnel Records..... 10
Article 12	Grievance Procedures..... 12
Article 13	Layoff and Recall..... 15
Article 14	Holidays/Personal Days..... 16
Article 15	Leaves and Leaves of Absence..... 16
Article 16	Sick Leave..... 18
Article 17	Vacation..... 21
Article 18	Insurance..... 22
Article 19	Uniforms..... 22
Article 20	Wages..... 22
Article 21	Severability..... 22
Article 22	Waiver in Case of Emergency..... 23
Article 23	Seniority..... 23
Article 24	Shift Bidding..... 24
Article 25	Meals..... 24
Article 26	Duration, Entire Agreement Subsequent Negotiations and Waiver..... 24
Appendix	Wellness Program..... 27

ARTICLE 1
PREAMBLE & RECOGNITION

Section 1.1. Purpose. This Agreement is made by and between the Board of Trustees of the Central Ohio Youth Center (“COYJC”) or (“Center”) (hereinafter “Employer”), and the Ohio Patrolmen’s Benevolent Association (hereinafter “Union”), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the bargaining unit.

Section 1.2. Bargaining Unit. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for those employees of the Employer in the bargaining unit as defined below. Whenever used in this Agreement, the term “bargaining unit” shall be deemed to include all employees in the bargaining unit as certified in SERB Case No. 2011-REP-09-0085. The bargaining unit is as follows:

Included: All Juvenile Corrections Officers and Juvenile Treatment Specialists.

Excluded: All others.

ARTICLE 2
DUES CHECK-OFF

Section 2.1. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications determined by this Agreement to be appropriately within the bargaining unit upon the successful completion of sixty (60) days of employment.

Section 2.2. The Employer agrees to deduct regular Union membership dues semi-monthly from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally due.

Section 2.3. The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual’s dues deduction.

Section 2.4. The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union monthly.

Section 2.5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify 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, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.6. It is agreed that neither the employees 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 sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.7. In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 2.8. The Employer shall be relieved from making such individual dues deductions upon:

- A. Termination of employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. An agreed unpaid leave of absence; or
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

Section 2.9. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 2.10. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union. This obligation shall commence upon the successful completion of sixty (60) days of employment.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed that percentage of the normal dues used by the Union in administration of the Collective Bargaining Agreement. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Employees who are not members of the employee organization shall have all rights prescribed in Section 4117.09(C) of the Ohio Revised Code.

ARTICLE 3 **EMPLOYEE RIGHTS**

Section 3.1. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be

advised that his refusal to answer such questions will be the basis of such a charge. However, GARRITY warnings shall be given to the employee before he is ordered to participate in any investigation, where applicable. Employees shall be afforded their Weingarten rights for any investigatory interview.

Section 3.2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interviewing sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities. The Employer reserves the right to record internal investigation interviews. Employees will be provided copies of the recording.

Section 3.3. An employee will be informed of the nature of any investigation of himself at that time prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

All disciplinary investigations will be conducted in a timely manner. Any discipline issued as a result shall be completed within ninety (90) days of the time the Employer knew or should have known of the alleged objectionable conduct.

Section 3.4. An employee may reasonably request an opportunity to review his personnel file, and add memoranda to the file clarifying any documents contained in the file. The employee shall submit said memoranda to the Employer or designee for addition to the employee's personnel file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 3.5. There may be no disciplinary action commenced, and no disciplinary action may be taken by the Employer as a result of an anonymous complaint, unless a subsequent investigation discloses credible corroborative evidence in support of the complaint.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1. General. Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Center.

Section 4.2. Management Rights. The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the Center, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Center as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Center's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

ARTICLE 5
UNION REPRESENTATION/BULLETIN BOARDS

Section 5.1. Employee Representatives. The Employer agrees to recognize two (2) employees as Union representatives for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes that may occur. The Union representative and/or officers shall have no authority to

take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on Employer time, absent the prior approval of the Employer, or designee, or where the terms of this Agreement permit such conduct.

One Union representative may be permitted to investigate and process grievances and attend grievance step meetings with the Employer during regular working hours without loss of pay subject to the provisions of this Agreement. Such investigations and processing of grievances on working time shall be subject to Employer approval, and with proper regard to the Employer's operational needs. No Union representative shall be entitled to compensation while processing grievances or attending grievance meetings during any hours in which the employee was not otherwise scheduled to work.

Rules governing the activity of Union representatives are as follows:

- A. The representatives must obtain, in advance, authorization from the Employer, or designee, prior to beginning any Union activities. Such authorization shall not be unreasonably withheld.
- B. The representatives shall identify the reason for the request at the time permission to engage in the Union activity is requested.
- C. The representatives shall not conduct any Union activities in any work area without the prior approval of the Employer, or designee, in charge of the area and prior notice of the nature of the Union activity.
- D. The Union representatives shall cease Union activities immediately upon the reasonable order of the Employer.

Section 5.2. Union Representatives. A representative of the Ohio Patrolmen's Benevolent Association shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon prior notice and approval of the Employer, or its designee. The Employer, or its designee, shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities

Section 5.3. Bulletin Boards. The Employer shall provide the Union with a bulletin board for the purpose of posting union notices, leaflets and information.

All union notices which appear on the bulletin board shall be posted and removed by the Director, or Steward, unless the posting violates this Article in which case the Employer may remove those items that are in violation of this Article. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval and must be posted on the designated bulletin board:

- A. Notice of Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Notice of Union appointments;

- D. Notice of Union elections;
- E. Notice of results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Publications, rulings and/or policies of the Union.

All other notices of any kind not covered in (A)-(G) above must receive prior approval of the Employer, or designee.

Union literature shall not contain libelous, scurrilous, or derogatory attacks upon the Employer or other employees, named or unnamed. Literature distributed or displayed inside or upon the facilities of the Center shall not contain opposition to or promotion of a candidate for public office.

Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action. Any violation of the provisions of this Article by the Union or any representative thereof may result in suspension, or revocation of bulletin board privileges, and/or removal of the Union bulletin board.

ARTICLE 6

NO STRIKE – NO LOCKOUT

Section 6.1. The Employer and the Union recognize that a strike would create a clear and present danger to the public health, safety, and welfare, and that the Agreement provides machinery for the orderly resolution of grievances. The Union, therefore, agrees that there shall be no interruption of services by the employees because of any work slowdown, sick call, strike, sympathy strike, or other concerted effort which affects the Employer or his operations during the term of this Agreement or any extensions thereof.

Section 6.2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 6.1 of this Article.

ARTICLE 7

LABOR RELATIONS MEETING

Section 7.1. Meetings. In the interest of sound labor/management relations, not more than three (3) representatives of the Employer shall meet with not more than two (2) bargaining unit employees and one (1) representative of the Ohio Patrolmen's Benevolent Association to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held at least annually at mutually agreeable dates and times, but may be held more often by mutual agreement. Meetings will be scheduled at mutually agreeable times and locations. Union members participating in a Labor Management meeting shall not lose straight time pay for time spent in Labor-Management meetings. However, Union

employees shall not receive pay for any Labor-Management meeting occurring during non-working hours.

An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting, and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees; and
- E. Discuss any other items affecting the Labor/Management relationship.

Section 7.2. Purpose. Labor-management meetings are not intended to be negotiations.

ARTICLE 8 **PROBATIONARY PERIOD**

Section 8.1. Requirement To Serve Probationary Period. Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as full-time and part-time bargaining unit employees.

Section 8.2. Length of Probationary Periods. The probationary period shall begin on the first day a bargaining unit employee receives compensation from the Employer and shall continue for a period of one year. The Employer reserves the right to extend an employee's probationary period up to an additional 180 days, if necessary, based upon the employee's work performance. Notice of the probationary period extension shall be provided to the employee in writing.

Section 8.3. Appeals by Probationary Period Employees. A new hire probationary employee may be terminated at any time during his probationary period, and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum.

ARTICLE 9 **WORK RULES**

Section 9.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business.

The Employer recognizes that it has an obligation under Chapter 4117 of the Ohio Revised Code to negotiate with the Union with respect to any work rule, regulation, policy or procedure that affects wages, hours or other terms and conditions of employment.

Section 9.2. It is the Employer's intention that work rules, policies and directives should be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement. The Union may challenge the reasonableness of such rules through the grievance procedure.

Section 9.3. Except in cases of emergency, such work rules, policies and procedures will be provided to a Union designated employee official and posted seven (7) calendar days in advance of their effective date.

Section 9.4. The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, upon request of the Union, the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures.

Section 9.5. This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal rules and procedures of good conduct which can reasonably be expected of any public employee regardless of whether such rules and procedures have been reduced to writing.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 10.1. Definition. The workweek shall typically consist of forty (40) hours.

Section 10.2. Exchange of Shifts. Employees may exchange shifts with other full-time employees in the same classification provided a written request signed by both employees is approved by the Employer, or designee. Any shift exchange cannot interfere with the operation of the facilities, result in the payment of overtime, and must occur within the same workweek. Employees agreeing to a shift exchange consistent with this section, but failing to appear at the agreed upon shift, may be disciplined, up to and including termination. Additionally, employees exchanging shifts without the prior approval of the Superintendent, or designee, shall be subject to discipline, up to and including termination.

Section 10.3. Overtime. Employees shall be compensated at straight-time hourly rates for all hours in paid status, except that employees shall be compensated at a rate of one and one-half (1 ½) times their regular hourly rate for all hours in paid status in excess of forty (40) hours in a work week. For purposes of this Section, paid status shall include only hours actually worked.

Section 10.4. Call In Pay/Court Pay. Any employee who must appear in court in a case related to his employment with the Employer after leaving work, or in a day when he is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay for the minimum or actual hours his attendance is required, whichever is greater. Appearances which abut an employee's work hours shall be compensated, but shall not be subject to the minimum hours set forth above.

Any employee called-in to work after leaving work, or called-in prior to coming to work, or called-in on a day when he is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay for either the minimum of two (2) hours, or the actual hours his

attendance is required, whichever is greater. Call-in time which abuts an employee's work hours shall be compensated, but not be subject to the minimum call-in hours set forth above.

Section 10.5. Scheduling. To the extent practical, good faith efforts will be made consistent with the effective operations of the Employer to rotate pre-scheduled overtime assignments; twenty-four (24) hours advance notice or more, among qualified bargaining unit members within the same classification. Working overtime or refusing overtime offered will place the employee at the bottom of the rotation list.

"Qualified" (for this provision) means the ability to immediately perform all the duties of the position assigned.

Employees who accept prescheduled overtime assignments who call in sick or do not report for or work the assignment shall be subject to discipline.

Employees who believe they should have been called or scheduled for overtime but are not shall file a written statement with the Employer within seven (7) calendar days of the time they believe they should have worked the overtime. If it is found that the employee should have worked the overtime, the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount that he should have worked.

Any vacant shifts that would normally be filled by overtime will be offered to all qualified full-time employees first.

All mandatory overtime shall be filled in accordance with CYOC Policy Number 2-11. If a bargaining unit member is not available to fill mandated/hold-over overtime, the Employer may fill the overtime with a non-bargaining unit employee.

The Employer agrees to make reasonable scheduling accommodations, consistent with operational needs, for employees attending job-related degree programs. Coursework must be provided by a recognized institution (e.g. college, university, community college, post-secondary technical school, etc.).

Section 10.6. Compensatory Time. Employees have the option to accrue compensatory time in lieu of overtime up to forty (40) hours per calendar year (hard cap). An employee may only exercise this option provided they have at least forty (40) hours of sick leave accrued at the time of the request.

Compensatory time must be used within the calendar year in which it was accrued. Any compensatory time not used within the stated time frame will be paid to the employee. Employees must submit a Leave Request Form to his or her supervisor at least five (5) days prior to the requested time off.

Employees will be given notice of their paid leave balances as soon as possible and no later than one (1) week following payday. The Employer shall post the leave balances in location(s) accessible to all employees.

Compensatory time hours will be paid to the employee's designated beneficiary or to the estate, upon death of the employee while employed by the Center.

Section 10.7. No employee will be forced to flex his or her hours. Flexing of time will be permissible upon mutual agreement of the parties.

ARTICLE 11

DISCIPLINE PROCEDURES AND PERSONNEL RECORDS

Section 11.1. Good Behavior. The tenure of every employee shall be during good behavior and efficient service. No employee shall be reprimanded, reduced in pay or classification, suspended, discharged, or removed except for just cause.

Section 11.2. Methods of Progressive Discipline. Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Discipline may include but is not limited to the following:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Suspension/Working Suspension
- D. Fine
- E. Termination
- F. Other Agreeable Discipline

All suspensions, fines, and terminations shall be administered by the Superintendent. Counseling shall not be considered discipline.

A fine shall be no longer than twenty four (24) hours in length and will be in an amount equal to the difference between the employee's current wage and either the State or Federal minimum wage, whichever is greater. In lieu of a monetary fine, an employee may elect to forfeit accrued vacation or compensatory time on an hour per hour basis equal to the length of the fine imposed.

The level of discipline shall be commensurate with the infraction and may be advanced on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave with pay while investigating a disciplinary matter.

During a working suspension, the employee shall report to work on the day(s) suspended and shall be compensated at their regular rate of pay. For purposes of recording the disciplinary action, a working suspension shall have the same effect as a suspension without pay in accordance with this Article.

Section 11.3. Predisciplinary Conference. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Employer, or designee, shall be arranged. Not less than twenty-four (24) hours notice of the time and location of the pre-disciplinary conference shall be provided to the employee of the pre-disciplinary conference. At the time notice of the pre-disciplinary conference is provided, the employee shall be provided a listing of the charges that may form the basis of the disciplinary action, as well as, a summary of the evidence in the Employer's possession. The employee may have a union representative or a union official present at the pre-

disciplinary conference. The employee shall be responsible to notify the union representative or union official. When the nature of the offense is such that immediate disciplinary action is required, the Employer may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Employees may appear at the conference to present an oral or written statement; appear at the conference and have a Union representative present an oral or written statement; or, waive, in writing, the opportunity to have a pre-disciplinary conference.

Section 11.4. Manner of Discipline. The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

Any employee who has been disciplined by suspension or discharge shall be provided a written statement summarizing the basis for the suspension or discharge. Additionally, for suspensions, employees shall be provided notice of the length and type of suspension in writing.

Section 11.5. Appeals of Discipline. Employees may file grievances of all discipline. Grievances of reprimands may only be grieved to Step One of the grievance procedure. Grievances of suspensions and terminations may be appealed to arbitration. Grievances must be appealed within seven (7) days of receipt of notice of the disciplinary action. All grievances of suspensions or discharge shall be filed with the Employer, or designee, at Step Two of the grievance process.

Section 11.6. Employee Access to Personnel File. An employee shall have access to his or her personnel file, upon reasonable notice. Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection.

Section 11.7. Records Retention. Records relating to verbal and/or written reprimands will cease to have force and effect for purposes of progressive discipline after twenty-four (24) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If there is any intervening discipline, the record shall be maintained in the personnel file until there is twenty-four (24) consecutive months during which the employee does not receive intervening discipline.

Records relating to suspensions shall cease to have force and effect for purposes of progressive discipline after twenty-four (24) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If there is any intervening discipline, the record shall be maintained in the personnel file until there is twenty-four (24) consecutive months during which the employee does not receive any records relating to suspensions.

All records of disciplinary action removed from the employee's personnel files for any of the reasons outlined above shall not be considered for purposes of progressive discipline, except that prior discipline may be used to establish that employees have been made aware of the expected standard of conduct.

Section 11.8. Employer initiated transfers shall only be for operational needs. The Employer shall give two (2) weeks' notice except in emergencies.

ARTICLE 12
GRIEVANCE PROCEDURES

Section 12.1. Grievance Defined, Content, Timeline For Filing. The term “grievance” shall mean that there has been an allegation(s), that there has been a breach, violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to affect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than seven (7) calendar days following the events or circumstances giving rise to the grievance, or within seven (7) calendar days of the date when the employee knew or should have known of the events or circumstances giving rise to the grievance. Grievances not filed within seven (7) calendar days as required shall result in the grievance being deemed waived. Any grievance deemed waived may not be processed at any of the steps.

All grievances must contain the following information:

- A. the aggrieved employee’s name, or names of all grievants if it is a group grievance;
- B. the aggrieved employee’s classification;
- C. the date and time grievance occurred;
- D. the date the grievance is filed;
- E. the location where the grievance occurred;
- F. a description of the circumstances or incidents giving rise to the grievance;
- G. the specific provisions of the Agreement violated;
- H. the desired remedy to resolve the grievance; and
- I. the documentation believed to support the grievance.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement that the grievance is withdrawn, or the grievance may be withdrawn by allowing the time requirements at any step of the grievance process to lapse without any further appeal.

Section 12.2. Grievance Procedure.

A. **Step One - Superintendent.** An employee having a grievance will first attempt to resolve it with the Superintendent. Such attempt at resolution shall be made by the member-grievant within seven (7) calendar days following the submission of the written grievance to the Superintendent. The Superintendent, or designee, shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or the employee’s grievance representative.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his or her attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) calendar days after meeting with the grievant, the Superintendent shall submit to the grievant his or her written response to the grievance. If the grievant is not satisfied with the written response, or the grievant does not receive an answer, he/she may pursue the grievance to Step Two.

B. **Step Two – Arbitration.** If the member-grievant is not satisfied with the answer in Step 2 (or the grievant does not receive a response), within fourteen (14) calendar days after receipt of the Step 2 response, (or fourteen (14) calendar days after the Step Two meeting if no response is

received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate, which must be received by the Employer, or designee, within the required time period.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for a list of fifteen (15) arbitrators from the Federal Mediation and Conciliation Services ("FMCS") to hear the arbitration. The FMCS shall include only arbitrators from Ohio and in the National Academy of Arbitrators. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The arbitrator shall be notified of his selection. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list.

Arbitration proceedings shall be conducted under voluntary labor arbitration FMCS rules, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinions which are not directly essential in reaching the determination. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties subject to appeal as provided by the Ohio Revised Code. The arbitrator's

decision and award shall be in writing and will state the rationale for the decision. The decision shall be issued to both parties within forty-five (45) days of the hearing.

For grievances with a dollar value under \$2,500, the parties may agree to utilize the AAA expedited arbitration or rapid resolve procedure.

Section 12.3. Pre-arbitration Meetings. Either party may request, in writing, a pre-arbitration meeting and such meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days prior to the scheduled arbitration hearing. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 12.4. Timely Processing of Grievances. Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step may proceed to the next step upon action by the Union in accordance with this Article. Any time limits in this Article may be extended by the Employer and the grievant or Union by mutual agreement in writing.

Section 12.5. Union Representation/Attendance at Meetings. If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative shall not be compensated for the time spent at the meeting or hearing for time spent outside their regular working hours. The grievant shall not receive compensation if the meeting or hearing is held during non-working hours. However, the affected employee or employee acting as a Union representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

Section 12.6. Group Grievances. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving an alleged violation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as a designee of the group grievance, provided each employee desiring to be included in the group grievance signs the grievance form. In a group grievance, only one (1) of the grievants shall be guaranteed no loss of pay during the processing of the grievance at each step of this Article as set forth in Section 12.5. If more than one (1) employee's testimony is necessary during an arbitration hearing held pursuant to this procedure, and the testimony occurs during the employee's regularly scheduled work hours, the employee shall be released to appear as a witness without loss of pay and shall return to work following the completion of their testimony. No employee shall be entitled to compensation for attending a grievance hearing or an arbitration hearing during hours in which the employee was not otherwise scheduled to work.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. Reasons For Layoff And Notification Of Layoff. The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of work, abolishment of positions, reorganization, reasons of economy, or other justified reason. The Employer shall notify the Union and affected employees at least twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. For purposes of displacement, the Employer shall not be required to give an additional layoff notice. At the time the Employer provides notice of the layoff, the Employer will provide the Union with a current, updated seniority list. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 13.2. Layoff and Period of Recall. The Employer shall determine in which classifications the layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Laid off employees shall have the right to recall to a position in their former classification for a period up to twelve (12) months from date of layoff.

Section 13.3. Recall Notification. The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 13.4. Time Limits for Recall and Return From Layoff. The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

Section 13.5. Probationary Period. Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to complete such probationary period.

Section 13.6. Appeal. Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Three. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 14
HOLIDAYS/PERSONAL DAYS

Section 14.1. Holidays. All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In order to receive the Holiday pay referenced above, employees must be present, if scheduled on the holiday, or in approved leave status, other than sick leave, on their first scheduled day prior to and subsequent to the Holiday.

Section 14.2. Employees shall be paid time and one-half for all hours worked on any of the Holidays set forth above, in addition to the Holiday pay. This payment shall be made during the pay period in which the holiday occurs.

Section 14.3. Personal Days. Employees shall receive personal days scheduled to be used within the following schedule:

Effective January 1, 2015 – Two (2) personal days, one (1) to be used by June 30, 2015 and one (1) to be used by December 31, 2015

Effective January 1, 2016 – Two (2) personal days, one (1) to be used by June 30, 2016 and one (1) to be used by December 31, 2016

Effective January 1, 2017 – Two (2) personal days, one to be used by June 30, 2017, one (1) to be used by December 31, 2017

All personal days shall be used by the deadlines listed above or the personal days will be lost, except in a case in which an individual has made a timely request within fourteen (14) calendar days of the deadlines listed above and the personal day has not yet been granted by the Employer. In this case, the Employer will allow the employee to carry-over the unused personal day and will schedule it with the employee at a mutually acceptable time, but in no event later than fourteen (14) calendar days after such deadline.

ARTICLE 15
LEAVES AND LEAVES OF ABSENCE

Section 15.1. Leave Of Absence. A member incurring any disability not duty-connected after he or she has exhausted all of the accumulated, unused paid leave may be granted a leave without pay for a period not to exceed six (6) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

A. The member shall apply for such leave, in writing, to the Employer.

- B. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
- C. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. The employee may request an extension of up to three (3) months. Extensions may be granted by the Employer at its discretion. Such request shall be in writing with supporting documentation for the request. If the employee fails to return, the employee will be deemed to have abandoned his or her employment.

Any employee who has exhausted sick and/or vacation leave and has not applied for an unpaid leave under any of the provisions of this Agreement shall be deemed to have resigned voluntarily from the Employer.

Section 15.2. Military Leave. Military leaves of absence shall be granted in accordance with federal and/or Ohio law. The employee requesting military leave is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.

Section 15.3. Jury Leave. An employee who is called for jury duty or subpoenaed as a witness to testify in court, will receive regular pay for any regularly scheduled hours of work missed as a result of such jury duty. All monies received as a result of such jury duty shall be turned over to the Employer prior to receiving their regular pay for any regularly scheduled hours of work missed as a result of jury duty.

In order to be paid for jury duty, the employee must present his/her summons or subpoena to his/her supervisor as soon as possible after the employee receives the summons.

Any employee dismissed from the court or jury duty for any one day, or portion of a day, is expected to report to work for the balance of his/her normal scheduled time.

Court leave will not be granted to an employee when the court case heard is in connection with an employee's personal matters.

Section 15.4. Injury Leave. In the event of a service-connected injury incurred in the active discharge of the employee's duties, the employee shall initially receive full pay for a period not to exceed seven (7) calendar days from the date of injury. Upon submission of a physician's report by the injured employee, the Employer may, at its discretion, offer wage continuation or require the employee to file for lost wages with BWC.

Section 15.5. FMLA. The Employer will comply with the applicable regulations of the Family Medical Leave Act, as amended from time to time.

Section 15.6. Employees shall receive three (3) days of paid leave, not deducted from any other accrued leave, for the death of a member of the immediate family. For purposes of this Section, immediate family shall be defined in the same manner as in Article 16, Section 16.4 E.

Additional time in the form of accrued leave may be granted for bereavement leave, on a case-by-case basis, at the discretion of the Employer.

ARTICLE 16
SICK LEAVE

Section 16.1. Sick Leave Accrual. Employees shall accrue sick leave at a rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status.

Section 16.2. Active Pay Status. For purposes of accumulating sick leave hours, "active pay status" is defined as hours worked and any paid time off hours (personal leave, compensatory time, vacation, sick leave, bereavement leave, and holidays). It shall not include non-paid time off.

Section 16.3. Compensation. Employees will be charged sick leave only for days on which they would have otherwise been scheduled to work. Sick leave shall be charged in minimum increments of one-half (.5) hour.

- A. Pay for any sick leave shall be at the employee's regular rate; except as provided in this section.
 - 1. During the term of this Agreement, all employees who do not have at least one hundred twenty (120) hours at the time the sick leave is used shall be paid for sick leave as follows:
 - a. For the first forty (40) hours of sick leave used during each calendar year, sick leave will be paid at 100% of the employee's regular pay.
 - b. For the second thirty-two (32) hours of sick leave used during each calendar year, sick leave will be paid at 75% of the employee's regular pay.
 - c. For all other sick leave beyond seventy-two (72) hours during each calendar year, sick leave will be paid at 50% of the employee's regular hourly rate of pay.
- B. Employees who have at least one hundred twenty (120) hours of accrued sick leave at the time the sick leave is used shall not have the payment of sick leave reduced under this section. For employees who do fall below the above limit, the payment limitations set forth in this section will be based on the number of total sick leave hours used during that calendar year while under the above threshold. In all cases, the employees must have enough accrued sick leave to cover the amount of time used or the employee will not be paid at all.
- C. Notwithstanding the other provisions of this section, employees are eligible to use sick leave they have accrued, paid at their full, regular rate of pay for:
 - 1. In-patient hospitalization of an employee or a member of the employee's immediate family as defined in Section 16.4 and the continuous period of recovery time there from; or

2. Sick leave used for funeral purposes, as provided in Section 16.4(E); or
 3. Any sick leave used within the first year of employment or the end of the employee's probationary status whichever is longer.
 4. Any pre-approved sick leave.
 5. Any outpatient surgery and leave associated with rehabilitation/recovery from such surgery.
- D. When measuring the amount of sick leave used by bargaining unit employees, all paid and unpaid sick leave shall be counted, except for those situations as defined in Section 16.10 (C).

Section 16.4. Use of Sick Leave Days. Sick leave may be granted to an employee for the following reasons subject to the approval of the Employer.

- A. Employee is too sick, ill, or injured to report to duty;
- B. Employee has a serious contagious disease in their immediate family which is or may potentially be subject to being quarantined;
- C. An unexpected medical emergency of the employee or the employee's immediate family where the employee's presence is unavoidably necessary;
- D. Medical, dental or optical examinations or treatments for the employee or a member of his immediate family as defined below, upon prior approval of his or her immediate supervisor; or

For purposes of this Article, an employee's immediate family is defined to include the following: mother, father, sister, brother, child (including step-child), spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, legal guardian or other person who stands in place of a parent.

Employees are encouraged to schedule medical appointments so as to not conflict with his or her working schedule.

Section 16.5. Notification. Employees must notify the Employer not less than two (2) hours prior to his or her scheduled starting time of their need to use sick leave. He or she also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to his or her immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

Employees shall be required to complete a sick leave form indicating the legitimacy and the reason for the use of sick leave.

When requesting and/or taking less than one full sick leave day (in minimal increments of one-half (.5) hour(s)), the employee must notify his or her immediate supervisor of his arrival and/or

departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

No sick leave in excess of three (3) days shall be granted, unless the sickness, illness or injury has been verified by a treating physician's certification.

Section 16.6. Documentation. The Employer shall require an employee to provide Medical documentation upon his or her return to work if he or she has used sick leave for three (3) or more consecutive workdays. Additionally, the Employer may require an employee to provide medical documentation to support any amount of sick leave taken if the employee has less than sixteen (16) hours of sick leave to his or her credit. The latter requirement will continue to be in effect until the employee accumulates thirty two (32) hours of sick leave to his or her credit.

If the Employer requires an employee to take a fitness-for-duty examination/evaluation, the Employer shall pay for the costs of that examination. If the Employer requires an employee to provide medical documentation for the use of sick leave, the Employer shall not pay for the employee's examination/evaluation.

Section 16.7. Sick Leave While on Vacation. If an employee becomes injured or ill while on scheduled vacation, that injury or illness confines him or her to a hospital or a residence, the employee may opt to charge his or her time away to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to his or her immediate supervisor before such a change can be made.

Section 16.8. Sick Leave Conversion at Retirement. An employee, at the time of retirement from active service with the Center, shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for two hundred forty (240) hours, or thirty (30) days.

To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the Center, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Eligible employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise have qualified.

Section 16.9. Medical Examinations. Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires. If the Employer requires an employee to take a medical examination, the Employer shall pay for the costs of the medical examination.

Section 16.10. Employee Wellness Program. Effective January 1, 2015, bargaining unit employees will receive benefits pursuant to the Employee Wellness Program contained in policy number 2-21, as it is currently written, for the duration of this Agreement.

Section 16.11. Sick Leave Donation. Employees covered by this Agreement may participate in the Leave Donation Policy under the terms set forth in Section 6.13 of the Union County Personnel Policy Manual, as amended from time to time.

ARTICLE 17
VACATION

Section 17.1. Vacation Service. Each employee, after one (1) year of service, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter the amount of vacation shown below.

<u>YEARS OF SERVICE</u>	<u>HOURS</u>	<u>WEEKS</u>	<u>ACCRUAL</u>
One year to seven years	80 hours	2 weeks	3.1 hours per pay period
Eight years to fifteen years	120 hours	3 weeks	4.6 hours per pay period
Sixteen years to twenty-five years	160 hours	4 weeks	6.2 hours per pay period
Twenty-six years or more	200 hours	5 weeks	7.7 hours per pay period

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

Vacation is not earned during any period of unpaid status.

Any service with the State of Ohio or any of its political subdivisions counts towards the number of years of service in determining the amount of vacation to which an employee is entitled. Time spent on previous authorized leave of absence (including military leave) also counts. However, no vacation is earned while an employee is on leave without pay.

Section 17.2. Vacation Requests. Each employee shall submit a request for his or her vacation. Properly submitted requests for vacation leave will not be unreasonably denied.

Section 17.3. Vacation Accumulation. Vacation leave is to be taken within the twelve (12) months following the employee's anniversary date. An employee with the approval of the Superintendent, or designee, may be permitted to carry over accumulated vacation, but may not accrue and carry over more than three (3) times their annual accrual rate. Upon approval and in accordance with this Article, employees with 1-7 years of service are permitted to have a maximum unused vacation balance of six (6) weeks; employees with 8-15 years of service are permitted to have a maximum unused vacation balance of nine (9) weeks; employees with 16-25 years of service are permitted to have a maximum unused vacation balance of twelve (12) weeks; and, employees with 26 or more years of service are permitted to have an unused vacation balance of fifteen (15) weeks.

Section 17.4. Miscellaneous. In cases where a recognized, paid Holiday falls within any employee's vacation period, the employee will be given the option of utilizing vacation hours on the Holiday and additionally receiving Holiday pay, or of being paid for the Holiday and not utilizing any vacation hours on the recognized Holiday. This Section does not apply to employees whose assignments require them to be scheduled off on the Holiday.

Section 17.5. Separation. Upon separation from service an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

ARTICLE 18 **INSURANCE**

Section 18.1. The Employer shall continue to pay for and provide Health Insurance coverage and benefits for bargaining unit employees pursuant to the same terms and conditions as non-bargaining unit employees at the Central Ohio Youth Center.

Section 18.2. The Employer agrees to meet with bargaining unit employees to review health care questions. The bargaining unit shall designate two (2) representatives to meet annually with the Employer, or designee, to discuss issues of concern with the Employer's health care plan. The bargaining unit employees will be responsible for relaying the information to the membership.

ARTICLE 19 **UNIFORMS**

Section 19.1. Uniforms. The Employer shall determine and will provide the appropriate uniform required of employees, and employees shall be required to report to duty in proper uniform. In addition, the Employer will provide a uniform stipend of \$250 per year. Employees working as of January 1 will get \$125 on his/her first pay in March and employees working as of July 1 will get \$125 on his/her first pay in September. Uniforms sufficiently damaged or worn out in the line of duty shall be replaced at no cost to the employee subject to the prior notification to and approval of the Employer. Upon replacement, the employee shall return the damaged or worn out uniform to the Employer.

ARTICLE 20 **WAGES**

Section 20.1. Annual Cost of Living Increase. Employees shall receive a two percent (2%) raise effective 2015. Effective January 1, 2016 and January 1, 2017, the parties agree to re-open Article 20 in accordance with R.C. 4117.

Section 20.2. Any employee who is designated as a trainer and required to train another employee shall receive an additional \$.50 per hour for all hours worked.

ARTICLE 21 **SEVERABILITY**

Section 21.1. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or portion shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 22

WAIVER IN CASE OF EMERGENCY

Section 22.1. In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

- A. Time limits for management's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 22.2. Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 23

SENIORITY

Section 23.1. Accrual of Seniority. Seniority, for purposes of this contract, shall only be as outlined in this Article and commence the first date of full-time employment with the Employer. Seniority shall be applied as a determining factor only in those matters specifically specified elsewhere in this Agreement. There shall be two (2) types of seniority for purposes of this Agreement.

- A. Classification Seniority—the employee's length of total, continuous service in their current classification.
- B. Total Seniority—the employee's length of total, continuous service with the Center.

Section 23.2. Laid Off Employees. Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

Section 23.3. Break in Seniority. Seniority shall commence from the first date of employment with the Employer. The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than twelve months;

- D. Failure to return to work after notice of recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation when employee is not re-employed or reinstated within thirty-one calendar days.

Section 23.4. Posting of Seniority List. Upon the Union's request, the Employer shall post, but no more than once every twelve (12) months on the bulletin board, a seniority list. Employees may, within fourteen (14) calendar days of the posting, submit a written challenge to the list to the Employer stating reasons why the employee believes the list to be inaccurate.

Section 23.5. Tie breaker. Any ties in seniority will be broken by giving preference to the person with the lowest last four digits of the social security number.

ARTICLE 24 SHIFT BIDDING

All vacant shifts will be posted and filled by merit. When two or more employees are equally qualified, the shift will be awarded to the most senior bargaining unit member.

ARTICLE 25 MEALS

Upon request, bargaining unit members shall receive one (1) free meal per shift. Bargaining unit members must sign up for lunch and dinner meals in accordance with COYC policy.

ARTICLE 26 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER

Section 26.1. Duration. The provisions of this Agreement unless otherwise provided for herein, shall become effective January 1, 2015 and shall remain in full force and effect until 11:59 p.m., on December 31, 2017.

Section 26.2. Subsequent Negotiations. Amendments and modifications to this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by any acceptable means.

Section 26.3. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements,

practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

In witness whereof, the parties have heretofore affixed their signatures this 20 day of January, ~~2014~~ ²⁰¹⁵

*OPB
JTA*

CENTRAL OHIO YOUTH CENTER:

Brian D. Butcher 1/20/15

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

R. V. Venerath

Brian D. Butcher

Brian D. Butcher
Labor Consultant

Joseph Hegedus
Joseph Hegedus
Labor Counsel, Chief Negotiator

Legal Counsel

APPENDIX

CENTRAL OHIO YOUTH CENTER

SECTION 2: Personnel

SUBJECT: Employee Wellness Program	PROCEDURE NUMBER: 2-21
EFFECTIVE DATE: 1/1/12	REVIEW DATE: 1/1/13
REVISION DATE: New; 5/17/12	NUMBER OF PAGES: 2
RELATED ODYS STANDARD(S): None	RELATED ACA STANDARD(S):
APPROVED:	DATE:

POLICY

Employees who demonstrate regular and predictable attendance and punctuality will receive a wellness incentive bonus.

PROCEDURE

- 1) Full-time, permanent employees can earn \$50.00 per month for perfect attendance as a wellness incentive bonus.
- 2) Part-time permanent employees can earn \$35.00 per month for perfect attendance as a wellness incentive bonus.
- 3) Full-time, permanent employees with perfect attendance for one year will receive an additional \$100.00 wellness bonus.
- 4) Part-time, permanent employees with perfect attendance for one year will receive an additional \$75.00 wellness bonus.
- 5) The maximum wellness incentive that can be earned in one year by full-time, permanent employees is \$700.00.
- 6) The maximum wellness incentive that can be earned in one year by part-time, permanent employees is \$495.00.
- 7) For the purpose of the wellness incentive bonus, the year will begin on December 1st and end on November 30th of each year. Any bonus money earned is subject to all legally required withholdings.
- 8) For the purpose of the wellness incentive bonus, "perfect attendance" is defined as follows:
 - No tardiness
 - Employees must work an entire eight-hour shift
 - No call-offs due to illness of employee or family member
 - No call-offs due to "emergency" leave (i.e. compensatory time, vacation)

- No use of sick leave for medical, dental, or other such appointments for employee or family members
- 9) Approval of monthly and annual wellness incentive bonuses is entirely at the discretion of the Superintendent.
- 10) The following positions are exempt from the wellness incentive bonus: Superintendent, Assistant Superintendent, Co-Clinical Administrators, Business Administrator, and Education Administrator.