



AGREEMENT

BETWEEN

CORRECTIONAL TREATMENT FACILITY  
(CORRECTIONS OFFICERS)

AND

PROFESSIONALS GUILD OF OHIO

TERM:

JULY 1, 2015 THROUGH

JUNE 30, 2017

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## TABLE OF CONTENTS

ARTICLE	PAGE NUMBER
ARTICLE 1. RECOGNITION.....	1
ARTICLE 2. DEFINITIONS .....	1
ARTICLE 3. MANAGEMENT RIGHTS .....	1
ARTICLE 4. UNION RIGHTS .....	2
ARTICLE 5. UNION SECURITY .....	3
ARTICLE 6. NO-STRIKE PLEDGE .....	4
ARTICLE 7. LABOR-MANAGEMENT MEETINGS .....	5
ARTICLE 8. LAYOFF AND RECALL.....	5
ARTICLE 9. HEALTH AND SAFETY .....	6
ARTICLE 10. GRIEVANCE PROCEDURE.....	6
ARTICLE 11. EMPLOYEE DISCIPLINE.....	8
ARTICLE 12. EMPLOYEE EVALUATIONS .....	9
ARTICLE 13. PROBATIONARY PERIOD .....	10
ARTICLE 14. POSTING .....	10
ARTICLE 15. HOURS OF WORK .....	12
ARTICLE 16. WAGES .....	13
ARTICLE 17. CALLBACKPAY .....	14
ARTICLE 18. VACATION .....	14
ARTICLE 19. HOLIDAYS .....	17
ARTICLE 20. FRINGE BENEFITS.....	18

ARTICLE 21. MISCELLANEOUS WORKING CONDITIONS .....	19
ARTICLE 22. BREAKROOM .....	19
ARTICLE 23. TRAINING AND DEVELOPMENT.....	20
ARTICLE 24. SUBCONTRACTING .....	20
ARTICLE 25. MODIFICATION.....	20
ARTICLE 26. SAVINGS CLAUSE.....	20
ARTICLE 27. TERMINATION .....	21
APPENDICES-CONTENTS .....	22

## **ARTICLE 1. RECOGNITION**

### Section 1.

The Lucas County Correctional Treatment Facility Governing Board (hereinafter referred to as "Employer") hereby recognizes the Professionals Guild of Ohio (hereinafter referred to as "Union") as the sole and exclusive collective bargaining representative of the employees, excluding probationary employees, included in the bargaining unit as follows:

Corrections Officers employed by the Employer at its Correctional Treatment Facility (SERB Case No. 07-REP-02-0036).

All other positions of the Employer in effect at the time of the signing of this agreement or as hereafter reclassified or created at the sole discretion of the Employer are excluded from the bargaining unit. Any reclassified or newly created positions which include substantially the same duties as current correctional officers at the Correctional Treatment Facility shall be included in the bargaining unit.

## **ARTICLE 2. DEFINITIONS**

The following terms shall have the meaning indicated, as used in this Agreement:

- A. "Bargaining Unit" means a single unit composed of all individual employees and those position titles established and identified as being included in the Bargaining Unit
- B. "Employer" means the Lucas Correctional Treatment Facility Governing Board. For administrative purposes, the Facility Governing Board Chairperson shall be considered the Board's designee.
- C. "Representative of the Union" means stewards, officers, and employees of the Union.
- D. "Operation" means the Correctional Treatment Facility.
- E. "Working Days" referenced in this Agreement shall exclude weekends and holidays.

## **ARTICLE 3. MANAGEMENT RIGHTS**

### Section 1.

The Employer and the Union hereby recognize and agree that the efficient and effective operation of the Employer in rendering services to the community is of the utmost concern. The Union thereby recognizes that the Employer possesses all rights and responsibilities, within the exclusive discretion of the Employer, to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of operations; determine the overall methods, process, means, or personnel by which operations are to be conducted; suspend, discipline, demote, discharge for just cause, or lay off,

transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the Employer; effectively manage the work force; and take action to carry out the mission of the Employer.

## **ARTICLE 4. UNION RIGHTS**

### Section 1

The Employer agrees to furnish the Union, a list of personnel transactions which involve additions to or deletions from the bargaining unit as they occur. The Employer will include in the list, employees completing their probationary period, and employees promoted or transferred into or out of the bargaining unit. The list will show the names of the employees and the effective date of the transaction.

### Section 2

The Employer agrees to install one (1) Employer furnished bulletin boards of 2 ft X 3 ft size for the posting of Union information to be located in mutually agreed upon area. This bulletin board shall be used exclusively for the posting of Union communications.

### Section 3

The Union shall be represented by one (1) steward and two (2) alternate stewards. The Union shall furnish their names to the Employer. The alternate steward shall serve in the absence of the regular steward. With prior approval from the immediate supervisor, the steward or alternate stewards shall be released from his/her duties, based upon minimum staffing requirements, and paid a total combined maximum of five (5) hours per week for time spent to handle all union related matters, including, but not limited to negotiations, attendance at the health care cost containment meetings, investigating and processing grievances and in meetings with the Employer's representative. The maximum release time shall be the combined time of the union officers the steward and the alternative stewards. Union business handled during non-scheduled hours shall not be compensated.

With the prior approval of the immediate supervisor, the steward or alternate steward shall notify the immediate supervisor that he/she is leaving his/her job to handle a union related matter and shall report when returning to work. This privilege shall not be abused and any abuse will be subject to disciplinary action.

### Section 4

The Union shall possess the right to use the Bargaining Unit employee mailboxes for distribution of Union material.

### Section 5

With prior notice provided to the Employer, representatives of the Union shall be permitted reasonable access to bargaining unit employees' workplaces. Union related business shall not be conducted when inmates/clients are present and shall not interfere with the work of the employee.

The Employer's rights and responsibilities to administer its operations take precedence over any request by the Union for access to bargaining unit employees' workplaces.

#### Section 6

The Union Steward may attend and make a presentation, within the time allotted under Section 3 of this Article, at employee orientation programs that include a potential member of the Bargaining Unit.

#### Section 7

The Union shall be permitted to hold meetings on Employer property. The Employer agrees with this Section providing the following conditions are met: 1) the Union shall not be allowed to hold any meeting on Employer property in the event that the Employees or Union attempts to or engages in any strike or slowdown which is expressly prohibited by Article 6 of this Agreement; 2) meetings will be held during non-working hours; 3) reasonable notice shall be given by the Union to the Facility Director or his/her designee, of any proposed meeting; 4) each supervisor shall make the decisions as to adequate staff in place before allowing attendance at Union meetings; 5) any costs incurred in the use of Employer property for Union meetings (i.e. call in/call back, clean up) shall be paid by the Union; and 6) any meetings shall be coordinated with the facility administrator. Union requests for meeting space shall be treated as any other request for space. The Employer's rights and responsibilities to administer its operations, including but not limited to Employer meetings, shall take precedence.

### **ARTICLE 5. UNION SECURITY**

#### Section 1

The Employer shall deduct from the wages of members in the Bargaining Unit, membership dues in the Professionals Guild of Ohio, for each employee who has signed an authorization card for such deductions.

Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article.

All sums deducted shall be forwarded to the Union officers, designated by the Union, within ten (10) days after the deductions were made. The Employer shall not be responsible for conditions in the County Auditor's Office that cause delay.

#### Section 2

As a condition of their continued employment, after and sixty (60) days of employment, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee. This arrangement does not require any employee to become a member of the Union, nor shall fair share fees exceed dues paid by member of the Union who are in the bargaining unit. The union shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law, provided a nonmember makes a timely demand on the Union. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to the determination may be filed under the arbitration procedure provided in the Union's Policy of the

Executive Board Regarding Fair Share Fees, specifying the arbitrary or capricious nature of the determination. The deduction of fair share fee by the Employer and its payment to the Union is automatic and does not require the written authorization of the employee.

The internal rebate procedure shall provide for a rebate of expenditures in support of partisan political or ideological causes not germane to the work of the Union in the realm of collective bargaining.

Any public employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under 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 Employer and the union, the parties shall declare the employee exempt from becoming a member or financially supporting the Union. Disputes arising under this paragraph shall be resolved through the arbitration procedure provided under the Union's Policy of the Executive Board Regarding Fair Share Fees, attached hereto. The exempt employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to the fair share fee to a nonreligious charitable fund exempt from taxation under section 501(c) (3) of the Internal Revenue Code mutually agreed upon by the employee and the Executive Director of the Union. The employee shall furnish to the Union written receipts evidencing such payment, and failure to make payment or furnish the receipts shall be subject the employee to discharge.

### Section 3

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damage or penalties that may arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the check off provisions of this Article.

## **ARTICLE 6. NO-STRIKE PLEDGE**

### Section 1

The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any individual members instigate or participate, directly or indirectly, in any strike, walkout, work stoppage or slowdown, at any operation or operations of the Employer for the duration of this Agreement

### Section 2

The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event that an employee or employees engage in a violation of this article as determined by the Employer, the Employer shall notify the Union, either in writing or orally that such violation has occurred. The Union shall then promptly notify all employees, orally and in writing, that such action is prohibited and shall order all employees to cease such action and, where applicable, return to work at once. In the event that the Employer determines that the Union has failed to promptly notify the employees and order them to return to work in accordance with this provision or that the Union has otherwise

engaged in, participated in, or encouraged a work stoppage or strike in violation of this article, such action on the part of the Union shall constitute a material breach of this Agreement

#### Section 3

In the event that either the Union or the employees violates any provision of Article 6, the Employer shall have available all remedies provided at law or in equity, including but not limited to injunctive relief under Sections 4117.15 and 4117.16 of the Ohio Revised Code.

#### Section 4

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

#### Section 5

The Employer shall not lock out any employees for the duration of this Agreement

### **ARTICLE 7. LABOR-MANAGEMENT MEETINGS**

#### Section 1

The Employer's Administrator and/or his/her designee shall meet on an as needed basis with representatives of the Union to discuss and attempt to resolve matters of concern.

#### Section 2

Composition of the total Labor-Management meetings shall be limited to three employer and three union representatives. By mutual agreement, other persons may be permitted to attend Labor-Management meetings. Union representatives shall be limited to elected or appointed officers or stewards except by mutual agreement. Meetings shall be limited to no more than once every other month, except upon mutual agreement of the parties.

#### Section 3

The Employer agrees to meet with the Union and discuss work rules before such rules are implemented.

### **ARTICLE 8. LAYOFF AND RECALL**

#### Section 1

When the Employer determines it is necessary to reduce the number of Bargaining Unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of

- a. Lack of funds (a current or projected deficiency of funding);

- b. Lack of work (a current or projected decrease in workload); or
- c. Reorganization for the efficient operation of the Facility.

Layoff shall be in order of seniority, with less senior employees being laid off before more senior employees. However, it is specifically understood that seniority/service time which was accrued during employment of bargaining unit employees while working in the Correctional Treatment Facility operated by the Lucas County Court of Common Pleas shall be credited to employees for purposes of this Article.

#### Section 2

Recall would be in reverse order for a one (1) year period.

#### Section 3

Any rights resulting from layoff or recall are restricted to corrections officers in CTF.

### **ARTICLE 9. HEALTH AND SAFETY**

#### Section 1

The Employer agrees to abide by all applicable federal, state and local laws and regulations pertaining to health and safety.

#### Section 2.

Issues relating to employee health and safety which are not covered by federal, state, or local laws and regulations shall be referred to the Labor-Management Meetings. Such issues are subject to the grievance procedure. However, any such grievance shall not be appealable to the arbitration step in the grievance procedure, but may be submitted by either party to non-binding mediation, either through the State Employment Relations Board or the Federal Mediation and Conciliation Service.

### **ARTICLE 10. GRIEVANCE PROCEDURE**

#### Section 1

A grievance shall be defined as a dispute between the Employee and/or the Union and the Employer concerning the interpretation or application of the terms of this Agreement. All such grievances shall be resolved exclusively through the following grievance procedure.

#### Section 2

Grievances shall be presented in accordance with the following procedure:

**Step 1.** Informal Step: An employee with a grievance shall first discuss the matter with his/her unit manager. This discussion should take place as soon as possible, but must take place five (5) working days from the incident giving rise to the grievance. It shall be the duty of the employee(s)

and/or union and the supervisor to strive to settle all grievances at this stage.

**Step 2.** If the grievance is not resolved through the informal, verbal discussion to the satisfaction of the union/employee, the union/employee may present the grievance to the Facility Director within three (3) working days of the verbal response from the immediate supervisor. The grievance shall be submitted in writing and shall identify (1) the aggrieved; (2) the alleged facts; (3) all articles and sections believed to be violated; (4) the informal attempt made to resolve the grievance and the responses received; and (5) the remedy sought. The meeting with the Facility Director shall be held within five (5) working days of the receipt of the written grievance. The Director's response shall be reduced to writing and shall be issued within five (5) working days of the meeting.

**Step 3.** If the union/employee is not satisfied with the decision of the Facility Director, the union/employee may present the grievance to the Facility Governing Board Chairperson or his or her designee within three (3) working days of receipt of the written decision by the Facility Director. The Facility Governing Board Chairperson or his/her designee shall meet with union/employee within five (5) working days of receipt of the written grievance. The Facility Governing Board Chairperson or his/her designee shall issue a written response within five (5) working days of the meeting.

**Step 4.** If the union/employee is not satisfied with the response of the Facility Governing Board Chairperson his/her designee, the Union may present the grievance to binding arbitration.

- (1) Should the grievant not be satisfied with the written answer to Step 3, the grievant may file a written request within five (5) working days for arbitration on the grievance with the Executive Director of the Union. Such request shall be considered by the union within thirty (30) days and the Executive Director of the Union shall communicate the decision of the union to the Facility Governing Board Chairperson or his/her designee.
- (2) Within three (3) working days following the receipt of the union's request for arbitration, the Executive Director of the Union and the Facility Governing Board Chairperson or his/her designee shall jointly submit the grievance to an arbitration panel.
- (3) The arbitration panel shall consist of a designee to be selected by the Executive Director of the Union, a designee to be selected by the Facility Governing Board Chairperson or his/her designee, and the designees of the Union and the Employer shall select a third arbitrator.
- (4) The arbitration panel shall conduct a fair and impartial hearing of the grievance.
- (5) The arbitration panel shall not have any authority to change, amend, modify, supplement, or otherwise alter the Agreement or any part thereof in any respect.
- (6) The decision of the arbitration panel shall be final and binding. The arbitration panel shall issue its written decision within thirty (30) calendar days following the conclusion of the hearing.
- (7) The cost of the services of the third arbitrator shall be shared equally between the union and the Employer.

### Section 3

In the event that a supervisor, Facility Director, or Facility Governing Board Chairperson or his/her designee fails to answer the grievance within the time required, the grievance will automatically proceed to the next step.

### Section 4

In the event that an employee or Union fails to process the grievance within the time limits required, the grievance shall be deemed abandoned and the last management reply accepted.

### Section 5

The time frames stated in this procedure may be extended by mutual agreement of the parties when a necessary participant is not available or for other good cause. Neither party shall unreasonably withhold such agreement

### Section 6

Prior to entering into arbitration of a grievance, the parties may agree to enter into grievance mediation either through the services of the State Employment Relations Board or the Federal Mediation and Conciliation Service.

## **ARTICLE 11. EMPLOYEE DISCIPLINE**

### Section 1

No employee shall be given a written reprimand, be suspended, demoted, or terminated except for the grounds stated in Section 124.34 ORC, nor shall the Employer take any form of corrective action against any employee except for just and reasonable cause. Further, discipline shall be conducted in private and every effort shall be made by all parties to maintain confidentiality when disciplining employees.

### Section 2

Except in case of serious misconduct, the Employer will follow the principles of progressive discipline (oral reprimand, written reprimand, Working Suspension with pay, Debit future vacation accrual, Unpaid suspension, demotion, termination). Progressive discipline shall take into account the nature of the violation and the employee's record of discipline. Notwithstanding the Employer's commitment to discipline progressively, disciplinary penalties shall be appropriate to the severity of the offense.

### Section 3

When a meeting is scheduled between an employee in the Bargaining Unit and his/her supervisor for a disciplinary purpose, including an investigation which may lead to discipline, the employee and the union will be advised in advance. The Union's Steward will be notified in advance of any meeting between an employee in the Bargaining Unit and his/her supervisor which is held for a disciplinary purpose. In the event the recommended discipline is suspension, demotion, or

termination, a meeting with the Director or designee shall be conducted prior to a final determination on the pending disciplinary action.

#### Section 4

Documents pertaining to disciplinary action will be maintained in the employee's personnel file for a minimum of (a) six months or until the next due date for a performance appraisal which ever is longer for oral reprimands; (b) one year for written reprimands; and (c) two years for suspension. If there are no intervening disciplinary actions, including reprimands, these records shall be removed from the employee's personnel file by the Human Resources Director following completion of the above retention schedule. If removed the records will be placed in a separate file maintained by the Human Resources Department. Once removed, the documentation will not be considered for future employment decisions, but will remain a public record in compliance with the applicable state and federal laws.

#### Section 5

Performance memoranda shall not be subject to the grievance procedure under Article 10. Performance memoranda can be defined as a commendation or counseling. Employees shall be allowed to respond on the performance memorandum form, and said response shall be provided to the employer by the next business day. The employee may submit a written request to the Department Director that a performance memorandum be withdrawn from the departmental file after one year, providing that there are no intervening performance memoranda or disciplinary actions on the same subject as the memorandum in question. The performance memorandum remains a part of the public record which must be maintained by law.

### **ARTICLE 12. EMPLOYEE EVALUATIONS**

#### Section 1

Each employee of the Employer will be evaluated by his/her immediate supervisor no less often than annually to assess his/her current job assignments, identify performance areas requiring improvement, and to develop a plan for improvement of performance.

#### Section 2

Prior to the evaluation conference between the immediate supervisor and the employee, the employee will be provided with a draft copy of the evaluation form to allow the employee to review the evaluation and prepare for the conference. The employee may submit written comments to be attached to the evaluation within five (5) working days. The properly submitted written comments shall become part of the employee's permanent personnel record.

#### Section 3

Upon being reviewed by all appropriate levels of the Employer, a final copy of the evaluation, with all attachments, will be provided to the employee for his/her records. Should there be any written statements at levels of supervision higher than the immediate supervisor, which become part of

the evaluation, the employee will be provided the opportunity to respond within two (2) working days and such a response will also be part of the evaluation.

#### Section 4

The anniversary date of hire into the current position shall be the annual evaluation date.

#### Section 5

The decision whether to terminate any employee during his or her probationary period or whether to terminate or continue the employment of any employee at the end of his or her probationary period is solely within the discretion of the Employer. The termination of a probationary employee is not subject to review through the grievance procedure contained in this agreement.

### **ARTICLE 13. PROBATIONARY PERIOD**

#### Section 1

The initial probationary period of an individual employee is one hundred twenty (120) days. With the consent of the Union and the affected employee, the employer has the ability to extend the probationary period to one hundred eighty days (180) with documented performance issues. If the job performance of the employee is unsatisfactory, the Employer has the sole discretion to terminate the employee.

#### Section 2

The decision whether to terminate any employee during his or her probationary period or whether to terminate or continue the employment of any employee at the end of his or her probationary period is solely within the discretion of the Employer. The termination of a probationary employee is not subject to review through the grievance procedure contained in this agreement

### **ARTICLE 14. POSTING**

#### Section 1

The decision to fill a vacancy shall be at the sole discretion of the Employer. When a vacancy occurs in the Bargaining Unit and the Employer determines to fill that vacancy, the Employer shall post a notice of said vacancy on appropriate bulletin boards for a period of at least five (5) business days, including the day of posting. The posted notice shall not be removed until after the deadline for submitting application. A vacancy shall be defined as a newly established bargaining unit position or an existing bargaining unit position. The position announcement shall state the following: 1) the position title; 2) the classification and starting salary; 3) location; 4) principal accountabilities (complete job description applies); 5) required qualifications; 6) deadline for submitting application; 7) the anticipated initial shift for the position; 8) other information deemed appropriate by the employer.

#### Section 2

The Employer need not consider applications received after the required posting period.

### Section 3

Applications from employees and non-employees alike shall be submitted to the Human Resources Department for preliminary screening. The Employer reserves the right to extend the deadline for submitting applications in the event no qualified applicants apply.

### Section 4

Upon receipt of the application(s) and completion of screening, qualified applicants will be considered for the position based upon the following factors, including but not limited to operational needs, satisfying the minimum posted qualifications for the job, and for internal applicants, defined as members of the bargaining unit, documented performance earlier than three (3) months prior to the posting of the position, unless the documented performance is a sustainable unpaid suspension or above, and seniority. This provision of the Agreement shall not be interpreted to require the Employer to take any one factor as a priority consideration.

### Section 5

The Employer shall have the sole discretion to permanently move a position from one work unit to another work unit or from one work schedule to another work schedule (without any change in classification, grade, salary, principal accountabilities, or required qualifications). The employer will post the opening for five (5) days to give employees an opportunity to volunteer to fill the vacancy in the schedule. If no employee volunteers, then an employee will be forced based upon the least senior person and appropriate gender from a shift to be determined by the CTF Director or designee.

### Section 6

Seniority shall be defined as the total length of service in a bargaining unit position. Any break in service in a bargaining unit position greater than two (2) years shall not result in a loss of all prior seniority.

### Section 7

The Union Steward shall receive a copy of every job posting within the bargaining unit within two (2) days after it is posted. The Union Steward shall also be notified within five (5) days when the job has been filled and by whom. If the Employer does not plan to fill a vacancy, the Union Steward shall be notified as soon as possible.

### Section 8

When an employee is promoted, he or she shall earn the higher rate of pay beginning on the first day the employee is in the position.

## Section 9

Once an employee has been notified that he/she is the successful candidate for a position, the employee shall have two (2) work days to either accept or reject the position. Any successful candidate who does not accept within the two (2) work day period, may be deemed to have rejected the position.

## Section 10

Each employee will be given an opportunity to indicate shift preferences each six (6) months. An Employee, shall choose by seniority, their schedule line. The Employer shall assign employees to shifts based upon operational needs, appropriate gender representation, and seniority. This provision of the Agreement shall not be interpreted to require the Employer to take any one factor as a priority consideration. Nothing in this provision or agreement affects the right of the Employer to change, add, modify or delete shifts at the sole discretion of the Employer.

## Section 11

The schedule for employees shall be posted on bulletin board in the facility no later than (10) days in advance. The shift preference sheets may include, but are not limited to the following information: new schedule, days off, and the number of staff slots per shift once posted, the Employer reserves the right to change the schedule based upon unanticipated operational needs. Unanticipated is defined as circumstances not in existence or known to the employer at the time of posting.

# **ARTICLE 15. HOURS OF WORK**

## Section 1

The normal work period shall be seventy (70) work hours, consisting often (10) seven hour work days over a fourteen (14) day period. Employees shall not be paid for their lunch hour, however, if an employee is required to remain on or return to duty during lunch, such time shall be considered as additional hours worked, subject to compensatory time accumulation or paid overtime.

## Section 2

In the event that an employee works beyond seventy (70) hours in a pay period but less than eighty (80) hours, the employee shall receive pay on an hour for hour basis for all such hours. In the event that an employee works beyond eighty (80) hours in a pay period, the employee shall receive time and one-half for all hours thereafter. The employee shall be paid at the appropriate overtime rate unless the employee chooses to receive compensatory time in lieu of overtime payment. However, compensatory time may be accumulated to no more than thirty-five (35) hours at any given time, subject to wage re-opener effective July 1, 2014. Any overtime beyond these amounts must be paid. All overtime worked shall require prior supervisory approval.

## Section 3

Overtime may be required to meet operational needs as determined at the sole discretion of the Employer. Overtime shall be paid in accordance with the Fair Labor Standards Act unless otherwise

expressly provided in this agreement.

#### Section 4

Employees shall be scheduled so that each employee is scheduled off work at least two (2) consecutive days each pay period.

#### Section 5

The official clock will be the time displayed on the Kronos time clock. Staff are to sign in by 6:50 a.m., 2:50 p. m., or 10:50 p.m., depending on their shift assignment. Any employee signing in after these times will be considered tardy.

Briefing will begin at 6:52 a.m., 2:52 p.m., or 10:52 p.m. All employees are to be present when briefing begins. Employees not present at the start of briefing will be considered tardy

#### Section 6

The Employer maintains the exclusive right to determine staffing levels within the correctional treatment facility. In the event that the Employer determines there is a staffing shortage which requires additional personnel to be called to work, employees will be contacted in the order of seniority, starting where the last call-in stopped. If there is no answer or those contacted are unwilling to report to work, employees may be ordered to work or supervisors may be called to work to cover the shift.

## **ARTICLE 16. WAGES**

#### Section 1

Employees shall be paid in accordance to the salary schedule in Appendix A.

#### Section 2

The PERS pick up in existence at the time of this Agreement shall continue unless otherwise agreed by all parties.

#### Section 3.

In the event that an employee is required to cover a Supervisor position or other position in a higher classification on a temporary basis for a minimum of a two week period, the employee will be paid during the temporary assignment at a rate determined by that position. The appropriate rate will be determined by the human resources department while in the acting position, the Bargaining Unit employee will continue to accrue seniority in the Bargaining Unit. See appendix B.

#### Section 4.

Subject to the release of funds by the Ohio Department of Rehabilitation and Corrections, employees shall receive a one percent (1%) general increase for year one of the contract effective January 10, 2016 through June 30, 2016.

Subject to the release of funds by the Ohio Department of Rehabilitation and Corrections, employees shall receive a one percent (1%) general increase for year two of the contract effective July 10, 2016 through June 30, 2017.

In the event that the release of funds are delayed causing a delay in allocating the general wage increases provided herein, the general wage increase will be retroactive to January 10, 2016 and July 10, 2016, whichever is applicable.

### ARTICLE 17. CALL BACK PAY

When an employee is called to work before or after his/her regular posted shift or on a scheduled day off, the employee shall be guaranteed a minimum of four (4) hours of pay unless the employee elects, with supervisory approval, to leave after a shorter period of time. In such a situation, the employee will be credited with the actual number of hours worked. The rate of pay for call back hours will be based upon the total number of hours worked during the week and the provisions of Article 14 Section 2.

### ARTICLE 18. VACATION

#### Section 1

The vacation leave policy of the Employer is as follows:

All full-time employees shall be entitled to accumulate annual vacation leave with pay, in accordance with the following length of service with the county, or any political subdivision in the State of Ohio:

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Rate of Accumulation</u>
Less than one year	None	2.70 hours/pay period
After one year	70 hours	2.70 hours/pay period
After five years	105 hours	4.04 hours/pay period (after 6 years)
After 10 years	140 hours	5.39 hours/pay period (after 11 years)
After 15 years	175 hours	6.74 hours/pay period (after 16 years)
After 20 years	210 hours	8.08 hours/pay period (after 21 years)

Job share employees shall be entitled to accumulate annual vacation leave with pay, in proportion to the hours paid each bi-weekly pay period in active pay status. Active pay status included vacation and sick leave, but not unpaid leave.

An employee upon completing 5,10,15, or 20 years of service, shall have thirty-five (35) hours of vacation leave added to his/her then current balance of vacation leave hours. The increase in the rate of accumulation shall occur one year later. For example, an employee upon completing five (5) years of service will receive a single, advanced adjustment of +35 hours to the employee's vacation leave balance. As the vacation leave balance already included the additional 35 hours, the employee will continue to earn vacation leave at the same rate of 2.70 hours/pay period. One year later, the rate of vacation leave accumulation will be increased to 4.04 hours for each pay period. This will result in a total of 105 hours of vacation leave being accumulated over the course of the next year.

## Section 2

Any employee of the Employer, having been formerly employed by the State or any political subdivision of the State of Ohio, is entitled to have his/her full time prior service with any of these employers counted as service with the facility for the purpose of computing hours of vacation eligibility. Vacation leave credits for such years of service will be considered in determining the total number of hours of vacation eligibility. An employee desiring such vacation eligibility credits must provide written proof of beginning and ending employment dates and the number of pay periods that the employee worked in a full-time status from the previous employer(s). The vacation leave entitlement shall be computed from the beginning date of public service in Ohio.

## Section 3

The Employer will NOT recognize prior service with the Corrections Center of Northwest Ohio (CCNO) or the Criminal Justice Coordinating Council (CJCC) for the purpose of carrying over accumulated sick leave or the calculation of vacation leave entitlement. However such prior service will be recognized for the persons employed upon the execution of this Agreement.

## Section 4

Vacation leave must be taken during the twelve (12) month period immediately following the twelve (12) month period in which the vacation leave credits were earned. For instance, after the first year of service, an employee will have accumulated seventy (70) hours of vacation leave. The employee must use the 70 hours of vacation leave prior to the recurrence of his/her anniversary date. Under exceptional circumstances only, an employee may request permission to carry-over thirty-five (35) hours of vacation leave credit. Such a request must be submitted in writing to the Facility Director. Final approval will be determined by the Facility Director. A copy of the request and the action taken will be placed in the employee's personnel file. Failure to comply with the requirements of this section will result in the loss of the carry over amount of accumulated unused vacation leave. In the event that an employee was turned down for a timely requested vacation, the employee will be allowed to carry it over to the next year.

## Section 5

Vacation leave shall be taken at such time as approved by the Facility Director. The Employer shall maintain an accurate accounting of vacation leave on each employee under its supervision. Employees are allowed to request vacation up to 4 months in advance.

The scheduling of vacation will be done on a first come first served basis. Multiple requests submitted on the same day will be considered in the order of employee seniority. An employee will not be permitted to have both Christmas day and New Year's Day off in the same 8 day period. The Employer reserves the right, in case of necessity, to cancel previously approved vacation. However, except in the case of a bona fide emergency, the Employer will not cancel a vacation where the employee has made an advance purchase of tickets or other accommodations.

#### Section 6

Vacation leave shall be requested on the form, as provided by the Employer, at least two weeks in advance. The two week advance notice may be waived at the discretion of the Facility Director.

#### Section 7

Full time employees and job share employees who have worked for the Correctional Treatment Facility for more than one year are entitled to be paid in lieu of taking accrued vacation leave when terminating their employment with the Correctional Treatment Facility. The payment of such accumulated leave to an employee upon separation shall be at his or her rate of pay at the time of the separation. An employee who has transferred from one public agency in Ohio to the Employer shall be paid for vacation leave accrued only during his/her employment with the Correctional Treatment Facility and the Facility Governing Board.

#### Section 8

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

#### Section 9

Part-time employees and temporary employees are not entitled to vacation leave.

#### Section 10

Days specified as holidays under Ohio Revised Code Section 124.19, shall not be charged as vacation leave.

#### Section 11

The anniversary date of any employee for the purpose of calculating the amount of leave entitlement is considered to be the first date of employment, subject to the restrictions provided in Section 2 of this Article. The definition of "anniversary date" for the purpose of performance appraisals or salary increases is the date the employee began working in his/her current position.

## ARTICLE 19. HOLIDAYS

### Section 1

All full-time employees shall be entitled to Eleven (11) paid holidays each calendar year. The Court observes the following holidays:

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

### Section 2

A holiday falling on a Sunday will be observed on the following Monday. A holiday falling on Saturday will be observed on the preceding Friday. If the actual holiday is different from the corresponding observed holiday, premium holiday pay (two times the regular rate) will only be given to those employees working the actual holiday.

### Section 3

Full-time employees, regardless of their work shift or schedule, are automatically entitled to their regular base rate of pay for the holiday (7 hours of holiday pay) For example, in a pay period that includes a holiday, all full-time staff will be entitled to 70 hours pay (10 days), although only working 63 hours (9 days).

### Section 4

Full-time employees who work as scheduled during a holiday will receive two (2) times their

regular rate for mat day (an additional 14 hours premium holiday pay). For example, in a pay period that includes a holiday, the rate of pay will not only reflect the 70 hours pay for working 63 hours, but also for working an additional day (+7 hours) mat also happens to be a holiday (+7 hours).

#### Section 5

Any staff member who is asked to work overtime on a holiday due to an emergency situation, will receive double time and one-half (2 1/2 times) for the extra hours worked (emergency premium holiday pay).

#### Section 6

Holiday compensation will not be made for a holiday which occurs during a leave of absence. If a holiday occurs during a paid sick leave, the employee will be regarded as having been off and will draw his/her normal pay, without being charged for sick leave.

#### Section 8

Religious holidays not defined as legal holidays (for instance, Good Friday) are not considered a holiday for the Correctional Treatment Facility and regular work hours are observed. Employees desiring to attend religious services must obtain permission from the Facility Director. No more than two (2) hours with pay will be permitted for such leave. If more time is taken, all time taken will be charged as leave (vacation, compensatory, or without pay). Request for leave may be denied based upon operational need.

### **ARTICLE 20. FRINGE BENEFITS**

#### Section 1

The group medical, dental, prescription, and life insurance benefits, consistent with those approved by the Lucas County Commissioners, will be provided. Release time with pay will be granted to Union representatives to participate in insurance negotiations with the County Commissioners.

#### Section 2

An Employee Assistance Program shall be provided. If the Employer refers an employee to the Employee Assistance Program, such employee shall have the right to union representation in all meetings to discuss the referral.

#### Section 3

A leave donation program shall be provided as specified in Appendix D. The parties agree to review this program periodically to determine whether to continue the program and/or modify it

#### Section 4

Employees who use no sick leave (paid or unpaid) during any quarter shall be rewarded with either one (1) day of personal leave or, during the first and second quarter of each fiscal year, one day of pay, at the employee's choice.

### **ARTICLE 21. MISCELLANEOUS WORKING CONDITIONS**

#### Section 1

Smoking is prohibited in agency buildings, vehicles, and personal vehicles when transporting clients. The Employer will provide access to a smoking cessation program for those employees who do not have access to a smoking cessation program paid for by a health insurance provider.

#### Section 2

Employees shall not be required to perform duties not included in their position descriptions unless the Employer determines that there is an emergency and the performance of such duties is operationally necessary.

#### Section 3

Employees shall be provided with three (3) uniforms at the time of hire, consisting of 3 pairs of pants, 3 long sleeve shirts, 3 short sleeve shirts, one pair of shoes every two (2) years not to exceed \$135.00 (or in the alternative annual reimbursement for shoes of up to \$135.00), one fleece jacket and any required accessories. Thereafter, employees with at least six (6) months service will be furnished uniforms as needed.

#### Section 4

Posts normally assigned to members of the bargaining unit shall not be covered by employees outside the bargaining unit unless no corrections officer is willing/available to cover, per Appendix C.

#### Section 5

In the event the CTF is closed due to a level 3 snow emergency, employees are expected to report to work as directed. Employees working during such emergency will be paid double time (2x) for all hours worked during the emergency period.

### **ARTICLE 22. BREAK ROOM**

Efforts will be made to provide all employees with an adequate, convenient break space. Employees shall be relieved of duties, while on lunch break, subject to the provisions of Article 16, Section 1. Employees may leave the premises for their lunch.

## **ARTICLE 23. TRAINING AND DEVELOPMENT**

### Section 1

In-service or other training deemed by the Employer to be beneficial will be offered to appropriate employees whenever possible.

## **ARTICLE 24. SUBCONTRACTING**

The Employer shall not contract out bargaining unit work unless required to do so by law.

## **ARTICLE 25. MODIFICATION**

### Section 1

The Employer and the Union agree that the terms of this Agreement may be modified upon the written agreement of the Employer and the Union.

### Section 2.

The employer has the right to establish work rules. Such work rules shall be reasonable and necessary. Whenever possible, work rules shall be posted for ten (10) working days, and provided to the union, before implementation except for emergencies. Employees shall be given a copy of any change in work rules related to their work.

The parties recognize that not every work situation can be reduced to a written work rule, but the Employer always retains the right to manage the Agency.

## **ARTICLE 26. SAVINGS CLAUSE**

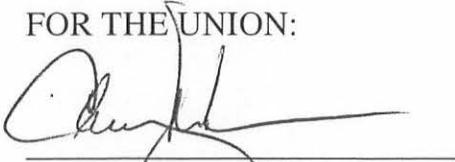
In the event any of the provisions of this Agreement are determined invalid by operation of State or Federal law, the remainder of the provisions shall remain in full force and effect. Upon a finding that a provision of the Agreement is invalid, the parties agree to meet to negotiate a replacement provisions.

**ARTICLE 27. TERMINATION**

This Agreement will remain in effect from July 1, 2015 through June 30, 2017.

Decertification of the Union shall be pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.

FOR THE UNION:



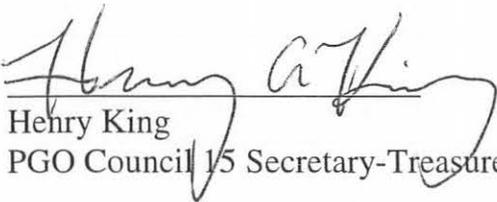
Chauncey M. Mason  
PGO Executive Director



Alyssa Zagatta  
PGO Council 15 President

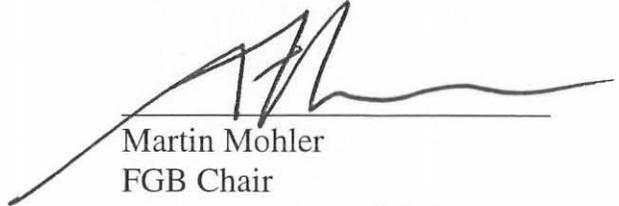


Derrick Ford  
PGO Council 15 Vice President



Henry King  
PGO Council 15 Secretary-Treasurer

FOR THE EMPLOYER:



Martin Mohler  
FGB Chair



Bud Hite  
CTF Director

## **APPENDICES-CONTENTS**

- A) Pay schedule**
- B) Pay rate for acting positions**
- C) Article 21, employer guidelines for Overtime**
- D) Leave donation policy**

**Appendix A-Pay Schedule--Current**

Effective 7/1/14		Step 1 Hire	Step 2 6 months	Step 3 18 months	Step 4 3 years	Step 5 5 years	Step 6 10 years	Step 7 15 years	Step 8 20 years	Step 9 25 years
Grade 7	HOUR	\$16.312	17.048	17.814	18.618	19.461	20.441	21.461	22.532	23.658
1820 Hours	YEAR	\$29,687.84	\$31,027.36	\$32,421.48	\$33,884.76	\$35,419.02	\$37,202.62	\$39,059.02	\$41,008.24	\$43,057.56
		Base	4.5%	4.5%	4.5%	4.5%	5%	5%	5%	5%

**Appendix A-Pay Schedule—January 2016 (1%)**

Effective 1/1/15		Step 1 Hire	Step 2 6 months	Step 3 18 months	Step 4 3 years	Step 5 5 years	Step 6 10 years	Step 7 15 years	Step 8 20 years	Step 9 25 years
Grade 7	HOUR	\$16.475	\$17.216	\$17.991	\$18.801	\$19.647	\$20.629	\$21.661	\$22.744	\$23.881
1820 Hours	YEAR	\$29,984.50	\$31,333.12	\$32,743.62	\$34,217.82	\$35,757.54	\$37,544.78	\$39,423.02	\$41,394.08	\$43,463.42
		Base	4.5%	4.5%	4.5%	4.5%	5%	5%	5%	5%

**Appendix A-Pay Schedule—July 2016 (1%)**

Effective 7/1/15		Step 1 Hire	Step 2 6 months	Step 3 18 months	Step 4 3 years	Step 5 5 years	Step 6 10 years	Step 7 15 years	Step 8 20 years	Step 9 25 years
Grade 7	HOUR	\$16.640	\$17.389	\$18.171	\$18.989	\$19.844	\$20.836	\$21.878	\$22.972	\$24.121
1820 Hours	YEAR	\$30,284.80	\$31,674.98	\$33,071.22	\$34,559.98	\$36,116.08	\$37,921.52	\$39,817.96	\$41,809.04	\$43,900.22
		Base	4.5%	4.5%	4.5%	4.5%	5%	5%	5%	5%

## APPENDIX B

### Pay Rate for Acting Positions (Temporary Working Level - TWL)

When an employee is placed in an acting position (temporary working level - TWL) for two weeks or more, compensation will be adjusted as follows:

A comparison will be done to determine which method will be used:

Method A: Recommendation will be based on determination of salary, if employee were promoted to the position. An evaluation will be done comparing what the employee would be making had the employee stayed in the pre-promotion position against the salary schedule for the new position (TWL). The goal is to get the employee into alignment with the salary based on time in position.

*For instance, an employee may be required to start at the 18-month level (step 3) but not go to the 3-year level (step 4) until the employee is in the new position for 3 years. There will be an analysis to ensure the employee will always be 2-4% above what he/she would have been at the pre-promotion position*

Method B: A supplement will be added to the employee's base rate of pay, calculated as follows. One-half of the difference between the starting rates of pay (Hire - Step 1) for each of the positions.

*For instance, if Step 1 for the pre-TWL position is at \$10.00 per hour and Step 1 for the TWL position is \$12.50 per hour, there is a \$2.50 per hour difference. Half of this is \$1.25. The \$1.25 will be a supplement added to the employee's pre-TWL hourly rate.*

If the additional compensation for Method B is above what the compensation for Method A equals, Method A will be provided. This is done in an effort to avoid the employee taking a pay cut if the employee is officially promoted to that new position.

Appendix C  
To  
Article 21 Section 4

Posts normally assigned to members of the bargaining unit shall not be covered by employees outside the bargaining unit unless no corrections officer is willing/available to cover.

**Current practice:** CTF currently schedules Treatment staff seven (7) days a week, on first shift, to assist in covering all post assignments. This is due to only having a total of five (5) CO's assigned to first shift to cover seven (7) days a week. At times, when the current level of CO's on duty at that moment, do not permit an immediate operational need to be met, treatment staff, supervisory staff or management staff, will be asked to perform that task or duty. i.e. Transports for Court, Medical or Administrative needs. Also, if all CO's are currently busy with assigned tasks, treatment staff are asked to do other duties such as, Facility counts, passing chemicals or food trays, taking Residents to recreation.

If CTF has a CO call off for the oncoming shift, or an emergency arises, which would incur a short notice for coverage issue, the following is the procedure used for coverage:

CO's on duty are asked by seniority to cover a post voluntarily. If no one volunteers, the low seniority CO is forced over to stay. At no time are Treatment staff asked to work any overtime unless all CO's are first contacted, or attempted to be contacted, either by inquiring of those on duty or using the phone number provided to the Supervisors by the CO's. A message may be left to call back for coverage, but CTF does not wait for a call back and goes on to the next person on the list. Gender coverage issues may play a part in possibly not making contact with a specific gender CO first.

If CTF posts for overtime coverage, the CO's always have first option to sign up for that posting. Treatment staff may sign up if no CO's are interested. CO's always have bumping rights on postings if a treatment staff member has previously signed up for the overtime.

## APPENDIX D. LEAVE DONATION

A CTF employee may voluntarily donate his/her accrued but unused sick or vacation leave to another CTF employee who has no available paid leave and who has a critical need for it due to a catastrophic or terminal injury or illness of the employee or a member of the employee's immediate family for whom the employee is caring. For purposes of this policy, immediate family shall be defined as a spouse, child (biological, adoptive or step), parent, step parent, or, with proper documentation, childhood guardian of the employee.

The determination of whether an employee is eligible to receive donated leave shall be by the FGB Chair upon the recommendation of majority vote of the Leave Donation Committee.

### Recipient:

An employee may receive donated leave up to the number of hours the Employee is scheduled to work each pay period. The following Conditions must be met:

The employee or a member of the employee's immediate family has a catastrophic injury or a terminal or serious illness as defined by Leave Donation Committee; Has exhausted or has no accrued paid leave; Has provided the Employer with medical certification of the medical condition; if the leave is for care of a member of the immediate family, the medical statement must also certify the necessity of the employee's presence; and Is not eligible for any worker's compensation or benefits program or has applied for but has not received, or has exhausted, any paid leave, any worker's compensation or benefits program payments for which the employee is eligible. Employees receiving Colonial or other disability insurance must submit documentation for prorated leave donation calculations.

The leave to be donated will be credited to the recipient hour for hour. No employee shall receive a donation greater than thirty-five (35) hours from any individual donor. Pay shall not exceed recipient's normal 70 hours (prorated for part time), including money received from Colonial (or any other applicable) Insurance. Donation period shall not exceed 90 days without re-certification from health care provider. A one-time extension beyond 90 days (for an additional 90 days) will be determined by the original committee members. Any extensions beyond the second 90 days will be determined by the FGB Chair.

Donor: An employee may donate not more than a combined total of thirty-five (35) hours of sick and/or vacation leave if the donating employee:

Voluntarily elects to donate sick and/or vacation leave and does so with the understanding that donated leave will not be returned under any circumstance; Donates a minimum of seven (7) hours; and Retains a sick leave balance of at least two hundred eighty (280) hours if sick leave is donated and/or retains a vacation

leave balance of at least seventy (70) hours if vacation leave is donated.

Administration:

The Leave Donation Program will be administered by the Human Resources Department on a pay period-by-pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave, shall be used, if necessary, in the following pay period before additional donated leave may be received. Time spent on donated leave shall not count toward the probationary period of an employee who receives donated leave during his/her probationary period. Donated leave shall be considered sick or vacation leave but shall never be converted into a cash benefit. In the event there are multiple donors giving more than 7 hours, the donation will be taken 7 hours per person before going back and deducting in excess of 7 hours from any individual.

Committee Selection/Duties:

Volunteers will be solicited from line staff and management. Committee will be made up of two representatives from line staff and two from management. Each group will have one alternate. Line staff representatives will be elected by majority vote of all CTF employees. Alternate members will be used in the event there is a conflict of interest. Committee members will elect a chairperson. Training session to be conducted with all committee volunteers to determine catastrophic illness. Renewals will be done annually to determined continued interest.

Donation Procedure:

Employees who wish to donate sick or vacation leave shall certify, in writing, on forms provided by the Employer:

- The name of the employee for whom the donated leave is intended;
- The number and type of hours to be donated (a minimum of seven (7) hours is required);
- That the donation of leave will not reduce the employee's vacation leave balance below seventy (70) hours or the employee's sick leave below two hundred eighty (280) hours at the time of deduction;
- and that the leave is donated voluntarily and the employee understands that the donated leave will not be returned under any circumstances.

Other Factors:

The leave donation program is not subject to the grievance process by the recipient, donor, or any other individual. The Employer respects an employee's right to privacy. However, the Employer may, with permission of the employee who is in need of leave, inform employees of their co-worker's critical need for leave. The recipient will be required to indicate on the Donation Request Form the purpose of the request for employee's consideration. No employee shall be required or forced to donate leave. The Employer shall not solicit leave donations from employees. The employee shall not solicit leave donations from other employees other than through this process.