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AGREEMENT BETWEEN

**CORRECTIONS COMMISSION OF
NORTHWEST OHIO**

and

**CCNO CASE MANAGERS ASSOCIATION, LOCAL 79 OF THE
INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO**

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Introductory Clause

THIS AGREEMENT is made and entered into this 1st day of January, 2013, by and between the CORRECTIONS COMMISSION OF NORTHWEST OHIO (hereinafter referred to as the “Employer”) and the CCNO CASE MANAGERS ASSOCIATION, LOCAL 79 OF THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO (hereinafter referred to as the “Union”).

Article 1

Preamble

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

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

Article 2

Recognition Clause

Section 2.1

The Employer hereby recognizes the Union as the sole and exclusive representative of a bargaining unit including all Case Managers at the Corrections Center of Northwest Ohio, excluding Corrections Officers, Shift Commanders, Corrections Supervisors and all office clerical, management, supervisory, confidential, maintenance, administrative, and professional employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereafter amended.

Section 2.2

The Employer will neither negotiate with, nor make bargaining agreements for any of its employees in the bargaining unit described above unless it be through duly authorized representatives of the Union.

Section 2.3

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

Section 2.4

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

Article 3

Union Security

Section 3.1

The Employer agrees to deduct Union membership dues in accordance with this Article for all employees in the bargaining unit.

Section 3.2

The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments twice each month from the pay of any employee who shall individually and voluntarily certify in writing that he authorizes such deduction. The signed payroll deduction form must be presented to the Employer by the employee. The written deduction authorization shall specifically require the employee and the Union to hold the Employer harmless for any payments made by the Employer during the term of the voluntary authorization. Upon receipt of a proper and lawful authorization from an employee, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted.

Section 3.3

For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employee's pay in accordance with this Article once each month to the International Union of Police Associations, AFL-CIO, 1549 Ringling Boulevard, 6th Floor, Sarasota, Florida 34236-6772. Dues deducted from an employee's pay shall be remitted within fifteen (15) days of the date the deduction is made.

Section 3.4

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

Section 3.5

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

Section 3.6

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

Section 3.7

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

Section 3.8

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

Section 3.9

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

Section 3.10

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

Section 3.11

The fair share fee amount shall be certified to the Employer by the International Union of Police Associations, AFL-CIO. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided in this Article, Section 3.9.

Section 3.12

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

Article 4

Management Rights

Section 4.1

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

The Employer shall not subcontract work customarily performed by bargaining unit employees unless: (1) adequate existing equipment and/or other facilities are not available to perform the work when it is needed; or (2) the Employer does not have employees in sufficient number or skills to perform such work; or (3) economies or efficiencies dictate otherwise; or (4) the work has been subcontracted in the past.

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

Section 4.2

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

Section 4.3

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

Article 5

Labor-Management Committee

Section 5.1

In the interest of harmonious relations, a joint committee of no less than four (4) members, half of whom shall be from Management and half of whom shall be from the Union, shall convene not less than once every six (6) months, unless waived by mutual consent of the parties. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Additional meetings may be requested by either party. Such meetings will be scheduled by mutual consent.

Section 5.2

All requests for such meetings shall be made in writing and presented to the other party not less than five (5) working days in advance of the requested meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss as well as the names of those representatives who will attend the meeting.

Section 5.3

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

Section 5.4

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

Section 5.5

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

Article 6

Union Representation

Section 6.1

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

Section 6.2

The Employer shall recognize up to two (2) employees designated by the Union to act as Local Union Officers for Case Managers for the purpose of processing grievances. In addition, the Employer shall recognize one (1) employee designated by the Union to act as Local President.

Section 6.3

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

Section 6.4

Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, negotiations, grievance investigations and hearings, conferences, and activities related to grievance procedure, other than those discussed below, on their off-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee or his representative shall not suffer any loss of pay while attending the hearing. The Local Union President and/or a Union Officer shall be permitted to present and process grievances during regular working hours, provided the normal operations of the Employer are not disrupted. Prior to leaving his work station in accordance with this section, the Local President or Union Officer shall obtain permission from his immediate supervisor so as to allow for relief, and such permission shall not be unreasonably withheld. The parties understand and agree that relief for presenting and processing grievances shall be obtained as soon as reasonably possible consistent with the Employer's security needs. The Local Union President and Officers shall not abuse this right and shall notify their immediate supervisors when leaving and returning to work. The Local Union President and Local Union Officers shall be permitted to leave their work stations without loss of pay for the purpose of conferring or negotiating with the Employer during working hours when requested to do so by the Employer.

Section 6.5

Prior to the commencement of negotiations, the Employer and the Union shall mutually agree upon a reasonable timetable for the negotiating process. Once agreed upon, no more than two (2) members of the Union's negotiating team shall be excused from duty with full pay and benefits during the actual negotiating sessions. Ample time shall be allowed to leave work and report to the negotiating site. Should the negotiations extend beyond the initial agreed upon timetable, the Employer shall not unreasonably deny the above considerations to the members of the Union negotiating team. Time spent by members of the Union's negotiating team, as set forth in this Section, shall be regarded as work adjusted time and shall not be regarded as time worked for the purpose of computing overtime.

Article 7

Grievance Procedure

Section 7.1

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

Only the Union President can file a “class action” grievance.

Section 7.2

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

Section 7.3

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

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

Section 7.4

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

1. Aggrieved employee’s name and signature;
2. Date grievance was first discussed;
3. Date of grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;

5. Date and time grievance occurred;
6. Where grievance occurred;
7. Description of incident giving rise to the grievance;
8. Articles and sections of the Agreement violated; and
9. Desired remedy to resolve grievance.
10. A Union representative must sign the grievance prior to presentation to the Supervisor, indicating the Union is aware.

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

Section 7.5

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

Step 1 - Supervisor

An employee having a grievance and/or his Local Union Steward shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

Step 2 - Department Director

The employee and/or his Local Union Steward shall reduce his grievance to writing in accordance with Section 7.4, and with his Local Union Steward, present the grievance to his Department Director within ten (10) days after he knew, or reasonably should have known, of the occurrence giving rise to the grievance. The Department Director shall attempt to resolve the grievance and shall respond in writing to the grievant within seven (7) days.

Step 3 - Executive Director/Grievance Investigator

If the grievance remains unresolved, it shall be presented by the employee, with his Local Union Steward if he so desires, to the Executive Director within five (5) days after the response of the Department Director. The Executive Director may, if he chooses, appoint a

Grievance Investigator to assist in the investigation of the grievance. If so appointed, the Grievance Investigator will meet with the employee and his Local Union Steward, if the employee so desires, and/or conduct the necessary investigation to resolve the matter within ten (10) days of being appointed; the Grievance Investigator will submit his written recommendation to the Executive Director within three (3) days of completing his investigation, and the Executive Director may accept or reject such recommendation. All material gathered and any recommendation submitted by the Grievance Investigator shall be shared with the Grievant and Union.

The Executive Director or his designee shall respond to the grievance in writing within twenty (20) days, regardless of any investigation.

Step 4 - Arbitration

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article. The International Union of Police Associations, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of final answer on such grievance under Step 3 in the Grievance Procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within fourteen (14) calendar days after notification of a request to arbitrate to begin the selection procedure outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted or processed within the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer.

After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner.

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

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

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is nonarbitrable or beyond the arbitrator's scope of authority or jurisdiction. Verbal and written reprimands cannot go to the arbitration process.

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

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

Section 7.6

Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of this Grievance Procedure or to appeal it within the time limits set forth in Step 3 of this Grievance Procedure shall result in dismissal of the grievance.

Section 7.7

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

Section 7.8

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

Article 8

Discipline

Section 8.1

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

Section 8.2

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

Section 8.3

Forms of disciplinary action shall include:

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

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

Section 8.4

Whenever the Employer determines that an employee's conduct may warrant a forfeiture of sick leave, suspension (without pay), reduction in pay, or termination, a disciplinary

hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Disciplinary hearings shall be scheduled between 8:00 a.m. and 4:30 p.m., and the employee shall be provided at least three (3) days advance notice of the hearing date. If the employee or his Union Representative makes a request more than twenty-four (24) hours in advance to postpone the hearing, it shall be postponed to a date no less than seven (7), nor more than fourteen (14) days after the initially assigned hearing date. The employee shall have the right to waive the disciplinary hearing, but retain the right to appeal any finding by the Executive Director. All materials presented in the investigative summary and findings by the Investigator shall be shared with the employee and/or the Union. If the employee so desires, no more than two (2) representatives of the Union may attend the disciplinary hearing.

Section 8.5

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

Section 8.6

Employees will be given the opportunity to offer a written explanation of any alleged misconduct. Such explanation shall be included in the employee's personnel file. Employees will be given the opportunity to have Union Representation present at all disciplinary proceedings.

Article 9

Personnel Files

Section 9.1

There shall be one (1) official personnel file for every employee. An employee shall be allowed to review his personnel file at any reasonable time upon written request to the Manager of Human Resources and in the presence of the Manager or her designated representative. Any employee may obtain copies of documents in his file upon written request to the Manager of Human Resources.

Section 9.2

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

Section 9.3

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

Section 9.4

Any verbal reprimand or any written reprimand shall cease to have force and effect after twelve (12) months from the date of the discipline, provided that no further disciplinary action has been taken against the employee during the intervening twelve (12) months.

Section 9.5

Any suspension or demotion shall not be considered after three (3) years from the date of suspension or demotion, provided that no other suspension or demotion has been imposed upon the employee during the intervening three (3) years.

Article 10

Investigations

Section 10.1

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

Section 10.2

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

Section 10.3

The Employer shall not utilize any type of surveillance device to record or transcribe any conversation or action of employees unless disclosure of such device is made prior to such recording, except upon the authority of the courts or in criminal investigations. Any employee who is to be questioned as a suspect in any criminal charge against him shall be advised of his Constitutional rights before any questioning starts.

Section 10.4

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

Section 10.5

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

Section 10.6

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

Section 10.7

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

Section 10.8

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

Section 10.9

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

Section 10.10

If there is probable cause to believe that an employee may be concealing contraband on his person with an intent to violate the Employer's policies regarding safety or security while on CCNO premises or in CCNO vehicles, in the course of working, or reporting to or leaving from work, an employee may be required to submit to a pat down or strip search. If there is probable

cause to believe than an employee may be concealing contraband in his personal effects with an intent to violate the Employer's policies regarding safety or security while on CCNO premises or in CCNO vehicles in the course of working, or reporting to or leaving work, such items may be searched by the Employer.

Article 11

Hours of Work and Work Schedule

Section 11.1

Regular Hours. Eight (8) hours shall constitute the regular workday, and forty (40) hours shall constitute the regular workweek.

Section 11.2

Work Schedule. The Employer shall continue its current work schedule, pursuant to which employees customarily work during normal business hours and days. The parties recognize that variations from this schedule currently exist and may be continued. The Case Manager assigned to the M Building shall work two (2) days per week from 10:00 a.m. until 6:00 p.m. or 6:00 a.m. until 2:00 p.m.

Approximately every twelve (12) months, Case Managers will rotate unit assignments. Case managers may choose to remain in their current unit assignment for one additional rotation, not to exceed a total of 2 years (24 months). A unit list will be circulated beginning with the most senior Case Manager choosing their unit assignment and continue throughout the members. No more than two (2) Case Managers who have selected their post with seniority may be assigned to a different post to assure proper coverage i.e., cross-gender supervision.

Section 11.3

Temporary Schedule Changes. Except in emergency circumstances, employees shall be notified two (2) weeks in advance of a change in a previously issued schedule. The Employer may change an employee's regular schedule on a temporary basis not to exceed thirty (30) days per year.

Section 11.4

Overtime. Hours worked in excess of forty (40) in a workweek shall be compensated at the applicable rate of one and one-half (1.5) times the hourly rate. For the purpose of this Article, "active pay status" is defined as hours actually worked, vacation leave, personal days, sick time, discretionary time, bereavement leave and authorized holidays. Case Managers are subject to overtime as deemed necessary by the Employer in a facility emergency.

Section 11.5

Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. Notwithstanding the foregoing, in the event a reduction in the work force is needed, widespread reductions in hours among bargaining unit employees shall not be substituted for or used in lieu of layoffs, except in temporary situations of an emergency nature.

Section 11.6

Schedule Adjustments. The Employer may allow occasional adjustments to a previously-issued schedule, provided it is pre-approved by the employee's supervisor.

Section 11.7

Breaks and Lunch Hours. Each employee shall receive two (2) 15-minute breaks, one in the first half of the employee's shift and the other in the second half.

In lieu of two (2) 15-minute breaks, an employee may take one (1) 30-minute paid lunch break.

Article 12

Seniority/Probationary Period

Section 12.1

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

“Rank or Department Seniority” is defined as the length of time the employee has been continuously employed at a particular rank or in a particular department.

Section 12.2

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

Section 12.3

Probationary Period. An employee promoted to a position within the bargaining unit from outside the bargaining unit will be required to successfully complete a probationary period. The probationary period for new Case Managers shall begin on the first day for which the employee received compensation as a Case Manager. The length of the probationary period shall be six (6) months. A probationary employee may be returned to his former position when, in the judgment of the Executive Director, the employee’s fitness and/or quality of work are not such to merit continuation in the higher level position; an employee returned to his former position in this manner shall have no appeal through the Grievance Procedure or otherwise over such return. An employee promoted to a position outside the bargaining unit will be required to adhere to the same stipulations outlined for newly promoted employees coming into the bargaining unit.

Section 12.4

Termination of Seniority. Seniority and the employment relationship shall be terminated if:

- a. an employee quits;

- b. an employee is dismissed or removed for cause;
- c. an employee fails to notify the Employer of his intent to return to work within five (5) calendar days after the date of mailing of the notice of recall or the employee fails to actually return to work within seven (7) calendar days after the date of mailing of the notice of recall;
- d. an employee is absent for three (3) consecutive workdays without advising the Employer and giving satisfactory reasons;
- e. an employee gives false reason for obtaining a leave of absence or engages in other employment during such leave or fails to return to employment at the end of such leave;
- f. an employee has been laid off or on a leave of absence due to an injury, illness or disability not sustained in the course of, or arising out of, employment for one (1) year or his period of service, whichever is less;
- g. an employee has been on a leave of absence due to an injury, illness or disability sustained in the course of, and arising out of, employment for two (2) years or his period of service, whichever is less;
- h. an employee falsifies pertinent information on his application for employment.

Article 13

Layoff and Recall

Section 13.1

When the Employer determines that a layoff or job abolishment is necessary, he shall notify the affected employees seven (7) days in advance of the effective date of the layoff or job abolishment. The employee with least rank seniority shall be laid off. If the affected employee was previously a Corrections Officer, they shall be offered a position as a Corrections Officer if a vacancy exists.

Section 13.2

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled.

Section 13.3

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

Section 13.4

The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have seven (7) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 13.5

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

Article 14

Leaves of Absence

Section 14.1

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

Section 14.2

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

Section 14.3

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

- a. Illness, injury or disability of the employee.
- b. Serious illness or injury of a member of the employee's immediate family who resides in the employee's household, provided that the employee's absence from work is required because of serious hardship to his immediate family or because the serious illness or injury is a contagious disease and the employee's exposure to that disease may jeopardize the health of other employees. Immediate family for purposes of this paragraph shall include spouse, child, mother, father, brother, sister, grandparent, grandchild, stepchild, mother-in-law, father-in-law, legal guardian or other who stands in the place of a parent.
- c. Medical, dental or optical examination or treatment for the employee which cannot be scheduled during nonworking hours.
- d. With the approval of the Executive Director, to extend a bereavement leave for no more than three (3) days in the manner and under the circumstances set forth in Section 14.7 below.
- e. One (1) day (eight-hour increment) per calendar year, for general health and wellness issues, provided the employee has at least one hundred (100) hours

of sick time on the books when the wellness day is to be taken. Case Managers that have at least five hundred (500) sick time hours on the books can choose to take an additional wellness day each year (total 2). Case Managers that have at least seven hundred fifty (750) hours on the books can choose to take an additional wellness day each year (total 3). The employee shall provide at least forty-eight (48) hours' advance notice. Use of this day shall not be counted against discretionary day eligibility or the attendance policy.

Section 14.4

Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a completed leave certificate form to justify and explain the nature of the illness for the use of sick leave. If the use of sick leave extends beyond three (3) consecutive workdays or in cases in which sick leave usage is excessive, or reflects a demonstrated pattern of absenteeism, the employee shall be required to furnish the Employer with a written statement by a licensed physician verifying that the physician examined and treated the employee on a specified date and that the employee has a health condition that renders him/her unable to work and specifying the date the employee may be expected to return to work. Management has the right to require additional information if needed to justify the absence. Falsification of either a completed leave certification form or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 14.5

Sick Leave Discretionary Days. An employee who utilizes four (4) hours or less of sick leave per quarter will be eligible for eight (8) hours of discretionary time off with pay; notwithstanding the foregoing, an employee who is absent during an entire calendar quarter on an approved leave of absence shall not be eligible for eight (8) hours of discretionary time off with pay. Leaves of absence due to injuries received while working and approved by the Bureau of Workers' Compensation shall not count against the employee. An employee eligible to receive eight (8) hours discretionary time off with pay in this manner must take this time off in the following calendar quarter or opt to receive payment of discretionary time. Discretionary time off shall be scheduled at a mutually agreeable time. If an employee's request(s) to use a discretionary day in a calendar quarter is/are denied by the Employer, the employee shall be permitted to carry that discretionary day over to and it shall be scheduled in the following calendar quarter. Discretionary time off shall be taken in increments of eight (8) hours. Employees electing to receive payment of discretionary time must notify the Employer of that election no later than the 15th day of the month following completion of the calendar quarter, and payment shall then be made by the end of the next full payroll period following the 15th day of the month. Any accumulated but unused discretionary days shall be paid out at the time of separation except for termination for just cause.

Section 14.6

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

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

Payment will be based upon the employee's hourly rate of pay at the time of retirement or death. Payment will be made in one lump sum. Payment will only be made on sick time that has been legally accrued while employed at CCNO.

Section 14.7

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

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

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

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

If the funeral of the relative identified in this Section is more than 200 miles from the employee's residence, the Employer will allow the employee up to three (3) workdays to attend the funeral, and the employee may use sick or vacation leave in order to be compensated for the days off leave.

Section 14.8

Military Leave. The Employer shall grant a leave of absence to an employee who enters active military service and subsequent reemployment rights in accordance with applicable federal and state law.

Section 14.9

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

In the event the Employer's and employee's physicians disagree on the employee's ability to work, they shall be requested to mutually select a qualified third physician and his opinion shall be binding upon both parties. The cost of the third examination shall be paid for by the Employer.

Section 14.10

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

Article 15

Supplemental Employees

Section 15.1

Reserve Part-Time Employees. The Employer shall have the right to rehire persons formerly employed on a full-time basis by the Employer as Case Managers who left employment with the Employer in good standing to serve as reserve Case Managers on a part-time basis. These reserve Case Managers shall be used to supplement the regular work force by assisting in meeting staffing needs at times when regular employees are off work for vacations, holidays, leaves of absence, and usual days off in conjunction with the employee's customary work schedule. These reserve Case Managers shall also be used to meet staffing needs occurring when regular employees do not volunteer to work needed overtime. Reserve Case Managers shall not be used to replace existing employees or as a means to fill vacancies occasioned by the death, retirement, resignation or termination of existing employees. Reserve Case Managers shall be paid the hourly rate specified for Case Managers in this Agreement, but shall not otherwise be subject to or covered by the provisions of this Agreement.

Article 16

Vacation

Section 16.1

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

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

Employees with less than one year's experience shall accrue vacation at the rate of 3.08 hours for each biweekly pay period in active pay status, and shall be permitted to take vacation once they have accrued 40 hours' vacation leave, subject to the requirements of Section 17.2. Employees who have completed seven (7) years of service prior to the effective date of this Agreement shall receive a retroactive adjustment in their vacation accrual.

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

Section 16.2

Vacation scheduling is subject to the approval of the Employer. All employees shall be provided the opportunity to draw vacation time available during three (3) different rounds to be completed during December of each year for the following year and will be based upon rank seniority with the most senior person drawing first. In the first round, employees shall be provided the opportunity to block two (2) weeks of no less than five (5) consecutive working days each. In the second round, employees will be allowed to block one (1) week of not less than five (5) working days, consecutively or otherwise. In the third round, employees will be able to block individual days, consecutively or otherwise. An employee is only allowed to block the number of vacation days that he or she is eligible to earn during that calendar year. There will be no more than three (3) Case Managers on scheduled leave at one time per this clause in the months of June, July, August, December and the week of Thanksgiving. No more than two (2) Case Managers on scheduled leave in the remaining months. There is no standing rule that the maximum number of employees off for vacation, discretionary days or personal days shall be limited after the vacation logbook is completed. Leave slips will be submitted to the Case Manager's immediate supervisor.

Section 16.3

A maximum of two hundred sixty (260) hours of vacation leave may be carried over to the following calendar year. Employees will not be compensated for vacation time in excess of two hundred sixty (260) hours at the end of each calendar year.

Section 16.4

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

Section 16.5

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

Article 17

Holidays

Section 17.1

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

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

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

Section 17.2

Personal Day. In addition to holidays and vacation provided in this Agreement, employees are entitled to one (1) personal day off with pay, which is to be taken at a time designated by the employee with the approval of his Department Manager. A personal day must be taken in the full eight (8) hour increment and cannot be broken down into separate time frames. Any accumulated but unused personal days shall be paid out at the time of separation.

Section 17.3

Holiday Compensation. Case Managers will typically not be scheduled to work holidays and shall be compensated for the holiday at a rate equal to eight (8) hours times their usual hourly rate, provided they qualify to receive holiday pay under Section 18.4 of this Article; if such employees are required to work the holiday or it falls on their day off, they will receive an additional compensated day off within the same week.

Section 17.4

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

Section 17.5

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

Article 18

Fringe Benefits

Section 18.1

Insurance Benefits. The Employer will continue to provide the current group health insurance plan in effect on the effective date of this Agreement, or substantially similar plans with other carriers, to all regular full-time employees. The Employer shall also provide to active employees a life insurance benefit in the amount of Forty Thousand Dollars (\$40,000.00) at no cost to the employee.

Section 18.2

Insurance Conditions. The Employer will supply group health insurance for all regular full-time employees. The group health plan shall incorporate 80%/20% coinsurance levels (in-network providers), deductibles not to exceed \$200 individual/\$400 family and annual out-of-pocket maximums not to exceed \$1,500 per individual/\$3,000 per family. The Employer will pay eighty-eight percent (88%) of the monthly premium cost, and the employee will share the cost by paying, through payroll deduction, twelve percent (12%) of the monthly premium cost based on the coverage type (single, two-party or family). In any twelve (12) month period, the employee's monthly premium cost may not increase more than ten percent (10%). The Employee premium contribution will be made on a pre-tax basis. In the event there is a contemplated change in carriers or coverage, the Union shall be provided the proposed changes as far in advance as practicable. The co-pay for prescription medications will be Five Dollars (\$5.00) for generic medications and Twenty-Dollars (\$20.00) for formulary medications and Forty Dollars (\$40.00) for non-formulary medications for a retail thirty (30) day supply. The co-pay for prescription medications will be Ten Dollars (\$10.00) for generic medications and Forty Dollars (\$40.00) for formulary medications and Eighty Dollars (\$80.00) for non-formulary medications for a mail-order ninety (90) day supply. Emergency room visits will carry a Two Hundred Fifty Dollar (\$250.00) co-pay unless admitted or seen by a physician and referred to the ER or is waived by the Employer. Office visit co-pays will be Twenty Dollars (\$20.00). The Employer shall also provide, to active employees, a vision benefits plan at no cost to the employee, and the employee at his or her own expense may add dependents to that plan.

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

A. Waiver of Group Health Plan. Employees are presented the opportunity to elect or waive the group health coverage in December for the following year. Those employees that opt to waive the health insurance package shall receive twenty-five percent (25%) of the current premium they would otherwise be eligible to receive if more than ten (10) employees waive the

health insurance, the amount of waiver payment shall increase by two percent (2%) for each additional employee that waives, up to a maximum of forty-five percent (45%). The waiver payment will be based on the average number of employees waiving coverage per month. Waiver payments shall be received by the employee at the end of the year in which they did not receive coverage. The waiver payout shall be prorated to reflect any full months the employee worked without insurance coverage.

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

B. Spousal Coverage. Spouses who are employed by employers other than CCNO must enroll as primary in the health, prescription drug and dental programs, made available through their employer, provided that the spouse's premium cost to obtain single coverage shall be no more than Seventy-Five Dollars (\$75.00) per month. If a spouse enrolls in his/her employer's plan, the spouse shall be provided secondary coverage through CCNO.

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

Section 18.3

Uniforms. The Employer shall provide uniforms to employees. The Employer shall pay the full cost of replacement of any uniform item that is worn beyond reasonable use or damaged beyond reasonable repair, subject to a maximum annual allotment per employee of Three Hundred Fifty Dollars (\$350.00) through the life of this Agreement. Employees shall wear a uniform consisting of a polo shirt and gray slacks, except on days that the Executive Director determines that dress uniforms must be worn for special reasons such as inspections, Board meetings and special visits. After the employee signs the uniform voucher, it may be returned to the Employer who shall be responsible for forwarding it to the uniform supplier. At least twice per year, the Employer shall request that each employee present any uniform items that he feels need to be replaced.

Section 18.4

Dry Cleaning Allowance. The Employer shall provide to employees whose uniforms are not exchanged and laundered by the Employer a dry cleaning allowance in the amount of Four Hundred Eighty Dollars (\$480.00) per year, half payable in April and October for the life of the Agreement.

Section 18.5

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

Article 19

Wages

Base Hourly Rate. Effective with the first full payroll period commencing after the dates set forth below, the base hourly rate for Case Managers shall be as follows:

	01/01/2016 Pay Rate (2% Increase)	01/01/2017 Pay Rate (2% Increase)	01/01/2018 Pay Rate (2% Increase)
1 Year	\$18.32	\$18.69	\$19.06
5 Years	\$18.69	\$19.06	\$19.44
10 Years	\$19.06	\$19.44	\$19.83
15 Years	\$19.44	\$19.83	\$20.23
20 Years	\$19.83	\$20.23	\$20.63
25 Years	\$20.23	\$20.63	\$21.04

A one-time bonus payment of \$1,000 payable in the first payroll received in 2016.

Article 20

Training

Section 20.1

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

Section 20.2

When an employee is required in the course of his duties to depart directly from his home and report for training or other assignment at a site outside Lucas, Williams, Fulton, Defiance or Henry County, the time spent traveling to and returning from the assignment (whether the employee returns to his home or is required to return to the Employer's facility) shall be considered hours worked.

Article 21

Call-In Pay and Court Time

Section 21.1

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

Section 21.2

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

Article 22

No Strike/No Lockout

Section 22.1

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

Section 22.2

In the event of a violation of Section 22.1 hereof, the Union upon being notified shall immediately order orally and by telegram (with a copy to the Employer) all employees covered by this Agreement to return to work notwithstanding the existence of a picket line and instruct the employees covered by this Agreement that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and that the Union instructs all such strikers to return to work.

Section 22.3

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

Section 22.4

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

Article 23

Miscellaneous

Section 23.1

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

Section 23.2

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

Section 23.3

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

Section 23.4

Travel Expenses. Employees who are required in the course of their duties for the Employer to travel away from the Corrections Center of Northwest Ohio during their usual meal periods shall be reimbursed for their actual meal expenses upon furnishing a satisfactory receipt, subject to a per diem maximum of Thirty Dollars (\$30.00), which may only be used as follows: Six Dollars (\$6.00) for breakfast, Nine Dollars (\$9.00) for lunch and Fifteen Dollars (\$15.00) for dinner.

Section 23.5

Time Clocks. The Employer shall continue to use time clocks as a means of recording time worked by employees. Employees who clock in eight (8) minutes after their scheduled start time will be reduced in pay in fifteen (15) minute increments and will be considered

tardy. Four (4) or more tardies in a three (3) month period are considered excessive. An employee may only receive one (1) tardy per day regardless of the amount of time they are late.

Article 24

Severability

Section 24.1

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

Section 24.2

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

Section 24.3

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

Article 25

Family and Medical Leaves of Absence

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

Article 26

Duration

Section 26.1

This Agreement shall be effective January 1, 2016 and shall remain in full force and effect until December 31, 2018.

Section 26.2

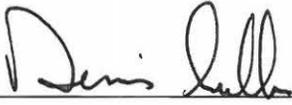
If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by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

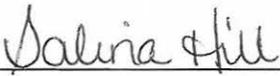
Section 26.3

In the event that any CCNO member jurisdiction leaves or has pending as of September 30, 2016 any currently effective notice to withdraw from the Corrections Commission of Northwest Ohio or in the event a CCNO member jurisdiction unilaterally withdraws from the CCNO, or in the event a material change in the CCNO Operating Agreement has been made as of that date that could adversely impact the employees in the bargaining unit, this Agreement may be reopened, said reopener to be effective January 1, 2017, for consideration of issues related to the contemplated withdrawal or the material change that could adversely impact employees. Negotiations pursuant to this Section shall commence upon the giving of written notice to reopen by either party to the other. Any negotiations pursuant to this reopener shall be conducted in

accordance with the procedures established by the Ohio Public Employees' Collective Bargaining Act, and both parties shall enjoy the rights and protections afforded under that law.

**CORRECTIONS COMMISSION
NORTHWEST OHIO**

By 

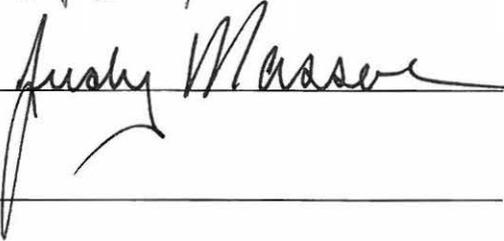
By 

By _____

By _____

**CCNO CASE MANAGERS
ASSOCIATION, LOCAL 79 OF THE
INTERNATIONAL UNION OF
POLICE ASSOCIATIONS, AFL-CIO**

By 

By 

By _____

By _____

Last Chance Agreement

This Last Chance Agreement (hereinafter "Agreement") is made and entered into, this ____ day of _____, by and between the Corrections Commission of Northwest Ohio (hereinafter the "Employer" or "CCNO"), the CCNO Case Managers Association, Local 79 of the International Union Of Police Associations, AFL-CIO (hereinafter the "Union"), and _____ (hereinafter "_____").

WHEREAS, the Employer has determined that _____ could be subject to termination because (s)he had been found guilty of policy violation as a Case Manager;

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

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

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

WHEREFORE, the parties have hereunto set their hands, this ____ day of _____.

**CORRECTIONS COMMISSION
OF NORTHWEST OHIO**

**CCNO CASE MANAGERS ASSOCIATION,
LOCAL 79 OF THE INTERNATIONAL
UNION OF POLICE ASSOCIATIONS,
AFL-CIO**

By _____

By _____

Title _____

Title _____

