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STATE-EMPLOYMENT  
RELATIONS BOARD  
Nov 20 9 59 AM '95

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November 16, 1995

State Employment Relations Board  
65 East State Street  
Columbus, Ohio 43215-4213

ATTN: G. THOMAS WORLEY  
ADMINISTRATOR, BUREAU OF MEDIATION ✓

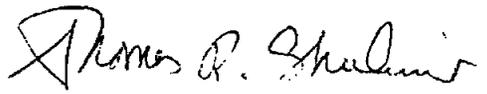
RE: CCNO CORRECTIONS OFFICERS ASSOCIATION,  
LOCAL 64  
and  
CORRECTIONS COMMISSION OF NORTHWEST OHIO  
CASE NO: 95-MED-04-0357

Dear Mr. Worley:

Enclosed herein, please find the Report and Recommendation  
of Fact-Finder in the above captioned matter.

Also enclosed, is my invoice for the same.

Very truly yours,

  
Thomas R. Skulina

TRS/cad  
Enclosures

cc: William A. Dunn, Esquire w/copy Enclosures  
Timothy C. McCarthy, Esquire w/copy Enclosures

Nov 20 9 59 AM '95

**STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF  
FACT-FINDING BETWEEN: CCNO CORRECTIONS OFFICERS  
ASSOCIATION, LOCAL 64  
and  
CORRECTIONS COMMISSION OF  
NORTHWEST OHIO  
CASE NO: 95-MED-04-0357**

**REPORT AND RECOMMENDATION OF FACT-FINDER THOMAS R. SKULINA**

**HEARING DATES**

This fact-finding was held on October 20, 1995, October 27, 1997 and November 3, 1995.

The union was represented by William A. Dunn, Business Agent IUPA; Marlene Randell, Transportation Officer; Dave Thomas, Classification Officer and Jeff Berry, Warehouse Officer.

The employer was represented by Timothy C. McCarthy, Esquire; Jim Dennis, Executive Director; Dennis Sullivan, Director of Security/Operations and Tammy Parker, Shift Commander.

**NOTE**

The parties have stipulated that this report confines itself solely to the contract language recommended by the fact-finder without further discussion of the evidentiary matters that were proposed and considered in the hearing.

**1. DURATION**

THIS AGREEMENT SHALL BE EFFECTIVE RETROACTIVELY TO JANUARY 1, 1995 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 1997.

## 2. WAGES

EFFECTIVE WITH THE FIRST PAYROLL PERIOD COMMENCING AFTER THE DATES SET FORTH BELOW:

January 1, 1995 - \$ 9.93/Hour (4.0%)  
January 1, 1996 - \$10.28/Hour (3.5%)  
January 1, 1997 - \$10.59/Hour (3.0%)

The retroactive payment for the period commencing January 1, 1995 and ending with the effective date of this Agreement shall be computed by multiplying (\$9.93 - \$9.55) times the number of hours worked during that period.

Probation pay:

January 1, 1996 - \$ 9.00 first six months  
                  9.25 second six months  
  
January 1, 1997 - \$ 9.25 first six months  
                  9.50 second six months.

## 3. HOURS OF WORK AND OVERTIME

Regular Hours. Eight (8) hours shall constitute the regular workday, and forty (40) hours shall constitute the regular workweek for Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, classification and transportation duties. Eight and one-quarter (8 1/4) hours shall constitute the regular workday, and forty-one and a quarter (41 1/4) hours shall constitute the regular workweek for those employees who are required to report for roll call.

Overtime. With the exception of Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, and classification duties, hours worked in excess of 86 in a 14-day work period shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate. Hours worked by Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, and classification duties in excess of forty (40) in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate.

#### 4. 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 120 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 and the days an employee may charge against accumulated sick leave include only those days beginning with the day of the death and the consecutive days thereafter up to and including the day of the funeral (the day after the funeral if it is more than 120 miles from the employee's residence), subject to the maximum periods set forth in the preceding paragraph. The employee may not 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.

Members of an employee's immediate family shall include current spouse or significant other residing in the same residence, child, step-child, 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.

#### 5. SHIFT SELECTION

The following percentage of positions on each shift shall be selected by Correction Officers on the basis of seniority:

1st Shift:        N/60% (19 position currently)  
2nd Shift:        N/52% (15 positions currently)  
3rd Shift:        N/60% (16 positions currently).

N/Positions are rounded out to the next full position.

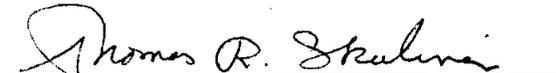
No more than three Corrections Officers per shift who have selected that shift in accordance with seniority may be assigned to a different shift to assure proper coverage of needed security posts, i.e, intake and gender issues, special response teams.

In the event the employer exercises its right to assign employees to a different shift in accordance with the preceding sentence, any employees reassigned from the shift they have selected shall be reassigned in reserve order of seniority beginning with the least senior of the employees who were able to select their shift (i.e., under current staffing, the 19th position on the first shift; the 15th position on the second shift; the 16th position on the third shift).

The selection process for shift assignment for 1996 and 1997 shall be completed by November 15th of the prior year.

The employer may exercise its right to reassign in 1997 by December 15, 1996.

For calendar years 1996 and 1997, notwithstanding anything to the contrary, twenty-eight (28) Corrections Officers with the greatest seniority assigned to security will be granted their first shift selection request and will not be subject to selective reassignment.

  
THOMAS R. SKULINA

DATE ISSUED: November 16, 1995