

**AGREEMENT
BETWEEN
CORRECTIONAL TREATMENT FACILITY
(CORRECTIONS OFFICERS)
AND
PROFESSIONALS GUILD OF OHIO**

**TERM:
JULY 1, 2022 THROUGH
JUNE 30, 2025**

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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 County 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.

Section 2.

In addition, the Union hereby recognizes that all of the functions, rights, powers, responsibilities, authority of the Employer in regard to the operation of its work and business and the direction of the work force, which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

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) reasonable notice shall be given by the Union to the Facility Director or his/her designee, of any proposed meeting; 3) each supervisor shall make the decisions as to adequate staff in place before allowing attendance at Union meetings; and 4) 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 all dues paying members in the Bargaining Unit, membership dues in the Professionals Guild of Ohio, for each employee who has voluntarily 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 3.

In the event that either the Union or the employees violate any provision of Article 6, the Employer shall have available, at its sole discretion, to immediately terminate this Agreement and/or 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 the 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 representative 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 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 with 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/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. If the employee is not satisfied with the response of the Director or Facility Governing Board Chairperson, the grievance may be submitted by either party to non-binding mediation, either through the State Employment Relations Board or the Federal Mediation and Conciliation Service. Upon completion of the mediation process, the Facility Governing Board Chairperson, or his/her designee, will review the response of the mediator and render a final decision. The decision of the Governing Board Chairperson, or his/her designee shall be final and binding.

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, whichever 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 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 with 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

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 careening. 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 scheduled 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 five 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

ARTICLE 15: HOURS OF WORK

Section 1.

The normal work period shall be seventy (70) work hours, consisting often of ten (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 an additional hour 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. 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. Employees will be compensated at the overtime rate for all scheduled hours, including lunches and breaks.

Overtime shall be offered to those employees according to seniority and hours worked. In the event that no employees accept overtime, mandatory overtime will be worked by the least senior employee(s). An Employee can be forced more than one time per pay period, based upon credits earned during that pay period. (See Appendix E) Employees cannot bump anyone within 72 hours of a scheduled overtime shift.

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.

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	
After one year	70 hours	2.69234 hours/pay period
After five years	105 hours	4.03851 hours/pay period (after 6 years)
After 10 years	140 hours	5.38468 hours/pay period (after 11 years)
After 15 years	175 hours	6.73078 hours/pay period (after 16 years)
After 20 years	210 hours	8.07695 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 includes 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, advance adjustment of +35 hours to the employee's vacation leave balance. As the vacation leave balance already included the addition 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 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 (12) paid holidays each calendar year, CTF 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
Juneteenth	June 19th
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

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) pay of personal leave or, during the first and second quarter of each fiscal year, one day of pay, at the employees' 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, and one pair of shoes, one fleece jacket and any required accessories. Thereafter, employees with at least six (6) months service will be able to spend up to \$250.00 two hundred and fifty dollars every two (2) years for replacement of any of the above referenced items. If an employee does not spend all or any portion of the \$250.00 credit, the employee is not entitled to receive all or any portion of the credit in payment. The employee will not be able to carry over all or any portion of the credit into the following two (2) years. The employee will ask for a slip from the shift supervisors or designee, upon receipt of the slip

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 discuss a replacement provision.

ARTICLE 27: TERMINATION

This Agreement represents the entire Agreement between the parties and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without the modification or discontinuance being subject to the grievance procedure herein contained.