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AGREEMENT BETWEEN
THE CORRECTIONS COMMISSION OF SOUTHEASTERN OHIO
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
FOR SERGEANTS

Effective January 1, 2015 to December 31, 2016

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ARTICLE 1
AGREEMENT

Section 1.1. This Agreement is made and entered into by the Corrections Commission of Southeastern Ohio, hereinafter referred to as the "Employer, and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union." This Agreement has as its purpose to comply with Ohio Revised Code Chapter 4117, to establish the wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include all full-time employees included in the bargaining unit. For purposes of this Agreement, the bargaining unit is deemed as follows:

1. Sergeants.

The OPBA and Employer further stipulate that the general classification of Sergeant shall include the positions of Sergeant I and Sergeant II. It is acknowledged that at the time of the execution of this agreement that the following personnel for each position are as follows:

Sergeant I: Becky Easterling, Greg Wilfong, Josh VanBibber (Interim Warden), Jason Gail (Interim).

Sergeant II: J.C. Mojzer, Michael Simpson, Jason Gail, Jonah McClelland (Interim).

Excluded from the bargaining unit are all part-time, casual, seasonal, probationary, and temporary employees

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3
DUES CHECK-OFF

Section 3.1. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications determined by this Agreement to be appropriately within the bargaining units.

Section 3.2. The Employer agrees to deduct regular Union membership dues twice each month from the pay of any employee eligible for membership in the bargaining unit upon receiving

written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.

Section 3.3. The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Treasurer of the Union by January 2nd of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

Section 3.4. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. An employee may only revoke his/her authorization for dues deduction by giving written notice to the Union and Employer.

Section 3.5. The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.

Section 3.6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.7. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.8. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months' regular dues from the pay of any Union member. The employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 3.9. The Employer shall be relieved from making such individual dues deductions upon:

A. Termination of employment,

B. Transfer to a job other than one covered by the bargaining unit,

C. Layoff from work,

D. An agreed unpaid leave of absence, or

E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

Section 3.10. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 3.11. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union. This obligation shall commence upon the successful completion of sixty (60) days of employment.

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

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

ARTICLE 4
MANAGEMENT'S RIGHTS

Section 4.1. Except to the extent expressly modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all legal rights to manage the operations of the Southeastern Ohio Regional Jail (the "Jail"), as such rights existed prior to the execution of this or any other previous Agreement with the Union. The rights of the Employer shall include, but not be limited to, the rights to determine the facts which are the basis of management decisions; and to establish, change, or abolish policies, practices, rules, or procedures for the conduct of the Jail, its employees, and its service to the citizens of the participating counties, consistent with the provisions of this Agreement. Such management rights shall include, but limited to, the following:

1. 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 commission, standards of services, its overall budget, utilization of technology, and organizational structure.

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force; and

9. Take action to carry out the mission of the commission as a governmental unit.

Section 4.2. The Employer, on its behalf, hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility conferred on and vested in it by the common law, the laws and Constitutions of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific express terms of this Agreement.

ARTICLE 5
UNION REPRESENTATION

Section 5.1. Union Visitation. The Employer agrees that no more than two (2) non-employee officers or representatives of the Union shall be admitted to the Jail facilities and sites during working hours upon advance notice to the Employer. Such visitation shall be to participate in the adjustment of grievances and/or to attend other meetings covered herein. Union visitations shall not disrupt the Employer's work schedule.

Section 5.2. The Employer shall recognize up to two (2) employees selected by the Union to act as Union representatives for the purposes of processing grievances. .These two (2) employees shall be the Local Director and one (1) steward designated by the Union.

Section 5.3. The Local Director and/or steward may investigate and process grievances, and attend grievance step meetings with the Employer during regular working hours without loss of pay subject to the other provisions of this Agreement. Such investigations and processing of grievances shall be with proper regard to the Employer's operational needs, and such total

grievance processing time shall not exceed eight (8) hours per month per each employee authorized under this Article to process grievances. No Union representative shall be entitled to pay while processing grievances or attending grievance step meetings during any hours in which the employee was not otherwise scheduled to work.

Section 5.4. Rules governing the activity of the Union representatives are as follows.

A. The representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities;

B. The representatives shall identify the reason for the request at the time Union activity time is requested;

C. The representatives shall not conduct Union activities in any work area without Notifying the supervisor in charge of the area of the nature of the Union activity;

D. The representatives shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted or upon the reasonable order of the Union representative's immediate supervisor. If the Employer alleges that any Union representative is violating or abusing the rules of this Section, he shall notify the Local Director. Upon such notice, a conference will be scheduled to resolve the matter prior to initiating any disciplinary action.

Section 5.5. The Union shall provide to the Employer an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and shall include the following:

A. Name;

B. Address;

C. Home telephone number; and

D. Union office held.

Employees shall not be permitted to function as Union representatives until the Union has presented the Employer with written certification of that person's selection.

Section 5.6. Bulletin Boards.

A. The Employer shall provide the Union with a bulletin board for the purpose of posting Union notices, leaflets and information.

B. All Union notices which appear on the bulletin board shall be posted and removed by the Director or Steward and shall relate to items of interest to the employees. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval and must be posted on the designated bulletin board:

1. Union recreational and social affairs;
2. Notice of Union meetings;
3. Union appointments;
4. Notice of Union elections;
5. Results of Union elections;
6. Reports of non-political standing committees and independent non-political arms Of the Union; and
7. Publications, rulings or policies of the Union.

All other notices of any kind not covered in Subsections 1 through 7 above must receive prior approval of the Employer or its designated representative.

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

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

ARTICLE 6
NO STRIKE-NO LOCKOUT

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

Section 6.2. The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 6, 1 of this Article.

Section 6.3. If any members of the bargaining unit, either individually or collectively, engage in a work slowdown, walkout, or any other concerted effort resulting in interruption of services, the Union shall publicly denounce such violation, disclaim approval, and order all member participants to return to work immediately. Any employee who participates or promotes such strike activities as previously outlined shall be subject to immediate discipline, including discharge, and only the question of whether or not he/she did, in fact, participate in or promote such action shall be subject to appeal.

Section 6.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 7
NON-DISCRIMINATION

Section.7.1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based upon age, sex, race, color, creed, national origin, disability, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 7.2. All references to employees in this Agreement designate both sexes and, wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 8
LABOR/MANAGEMENT MEETINGS

Section 8.1. In the interest of sound labor/management relations, the Union and the Employer or the Employer's designee will meet at agreeable dates and times for the purpose of discussing those matters as outlined in Section 8.2 below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer, and one (1) non-employee representative of the Union shall be permitted to attend such meetings.

Section 8.2. The Union shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Employer which may affect bargaining unit members of the Union;

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

F. Discuss ways to improve efficiency and work performance; and

G. Consider and discuss health and safety matters.

Local Union employee representatives attending labor/Management Meetings shall not suffer a Loss in pay for the time spent in such meetings if held during the employees' regular scheduled hours of work.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 9.2. It is mutually agreed that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. Therefore, the following rules apply to the processing of grievances:

A. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent steps of the Grievance Procedure.

B. Any employee 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.

C. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the Grievance Procedure.

D. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.

E. If any grievance is not initiated at the informal step within ten (10) working days after the employee knew of the event or condition upon which it is based, or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

F. "Working days" as used in this Article shall mean Monday through Friday, and shall not include Saturdays, Sundays or days indicated as holidays pursuant to this Agreement unless calendar days are so specified.

Section 9.3. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as a group grievance provided each employee desiring to be included in the group grievance signs said grievance. In a group grievance, only one (l) of the grievants shall be guaranteed no loss of pay during processing steps provided by this Article. If more than one (1) employee's testimony is necessary at an arbitration hearing held pursuant to this procedure, and the testimony is scheduled during the employee's regularly scheduled work shift, the employee shall be released for such testimony in paid status and shall return to work following completion of the testimony. No employee shall be entitled to pay for attending grievance hearings during hours in which the employee was not otherwise scheduled to work.

Section 9.4. All written grievances should contain the following information and must be filed using the grievance form mutually agreed to by the Union and the Employer:

A. Aggrieved employee's name and signature;

B. Aggrieved employee's classification;

C. Date grievance was first discussed with immediate supervisor;

D. Name of supervisor with whom grievance was discussed;

E. Date grievance was filed in writing;

F. Date and time grievance occurred;

G. Where grievance occurred;

H. Description of incident giving rise to the grievance;

I. Article and Sections of the Agreement alleged to be violated; and

J. Resolution requested.

Section 9.5. The following procedures shall be followed in the processing of any grievance:

Step 1. An employee who has a grievance shall take it up verbally with his immediate supervisor. In order for a grievance to receive consideration, it must be presented within ten (10) working days of the occurrence of the event upon which the grievance is based or with reasonable diligence the grievant should have known of such event or condition. The supervisor and the

employee shall document the date and time the verbal discussion occurs and the general subject matter of the alleged grievance. The immediate supervisor shall investigate the matter and provide an appropriate answer within ten (10) working days following the day on which the supervisor was presented with the grievance.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee may appeal in writing within ten (10) working days after receipt of the Step 1 answer to the Warden, or his/her designated representative.

Upon receipt of the written grievance, the Warden will schedule a meeting with the employee, and Local Director or Steward if the employee desires to be held within ten (10) working days to discuss the grievance. The Local Director may request a non-employee representative of the OPBA to attend the meeting. The Warden shall give a written answer within ten (10) working days following the meeting.

Step 3. Arbitration. If the grievance is not satisfactorily settled at Step 2, the Union may request that the grievance be submitted to arbitration. The Union's request for arbitration must be submitted to the Warden within ten (10) working days following the Warden's reply to the grievance at Step 2 or the grievance shall be considered resolved and the matter shall not be submitted to arbitration.

On the date a grievance is submitted to arbitration, the Union or the Employer shall also submit a written request to the Federal Mediation and Conciliation Service (FMCS) for a list of arbitrators from Ohio to be sent to each party for the purpose of selecting one (1) arbitrator to hear the case. The parties shall alternately strike the names of the arbitrators until only one name remains. The party requesting the arbitration shall strike the first name. Either party may once reject the remaining name or request from the FMCS another list of names until a mutually agreeable arbitrator is selected.

The arbitrator shall limit his decision to a specific issue outlined in a submission agreement and strictly adhere to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement. The arbitrator shall be without power or authority to make any decision.

A. Which is untimely filed or which contains a procedural violation of the Agreement;

B. Contrary to, inconsistent with, or modifying or varying in any way the terms of This Agreement or applicable law;

C. Concerning the establishment of wage rates not negotiated as part of this Agreement;

D. Granting any right or relief on any alleged grievance occurring at any time other

than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance, or practices; or

E. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, not including suspension or discharge, the arbitrator shall limit any retroactive settlement to the date when the employee knew or should have known of the occurrence of the event or condition upon which the grievance is based in accordance with Section 9.2(E) of this Article. Monetary awards resulting from suspensions or discharges shall be limited to the period of time or portion thereof during which the affected employee was suspended or was suspended or discharged.

The arbitrator will make his award within thirty (30) days of the close of the hearing or within thirty (30) days after the filing of post-hearing briefs.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Employer, the Union, and any employee involved in the matter.

The costs and fees of the arbitrator shall be split equally between the parties. The expenses of any non-employee witness 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 shall be split equally if both parties desire a reporter, or request a copy of any transcript(s).

ARTICLE 10
DISCIPLINE

Section 10.1. No employee shall be disciplined in any manner, except for just cause. Normally, progressive disciplinary action consists of the following:

A. Documented verbal warning;

B. Written reprimand;

C. Suspension without pay;

D. Reduction; or

E. Discharge from employment.

Discipline shall normally be applied in a corrective, progressive and uniform manner, except for serious offenses in the Group II or Group III category contained in the personnel policy manual.

Section 10.2. If the supervisor or other representative of the Jail has reason to reprimand an employee, it shall be done in a private and businesslike manner.

Section 10.3. Documented verbal warnings shall cease to have force and effect six (6) months following their effective date and written reprimands shall cease to have force and effect twelve (12) months following their effective date provided there is no similar intervening disciplinary action taken during that time period.

Section 10.4. All records of suspension shall cease to have force and effect twenty-four (24) months following the date of the suspension providing there is no similar intervening written notice of disciplinary action during the twenty-four (24) hour period.

Section 10.5. An employee shall be given a copy of any written reprimand or other written disciplinary action entered on his personnel record.

Section 10.6. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of alleged misconduct. The employer shall determine who will conduct the disciplinary conference.

Not less than twenty-four (24) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide to the employee a written outline of the charges that may form the basis for the disciplinary action, together with written notification of the date, time and place of the hearing. The employee must choose to:

A. Appear at the conference to present an oral or written statement in his defense.

B. Appear at the conference and have one (1) Union representative present an oral or written statement in defense of the employee; or

C. Elect in writing to waive the opportunity to have a disciplinary conference.

Failure to elect or pursue one of these three options will be deemed a waiver of the employee's rights to the disciplinary conference. Notwithstanding the foregoing, the Warden may suspend an employee with pay during any portion of or pending the outcome of an internal investigation.

Section 10.7. Any employee who has been disciplined by suspension without pay or discharge will be given a written statement describing the reason(s) for which he/she has been suspended or discharged.

Section 10.8. In any disciplinary meeting in which a reduction, suspension or dismissal is likely to result, the affected employee, at his request, shall be permitted the opportunity to have a Union officer present. This provision shall not prohibit the issuing of disciplinary action if the

Union officer is unavailable or if the actions of the employee are of such gravity to warrant immediate suspension or removal from duty.

Section 10.9. All grievances involving disciplinary action of a suspension, demotion, or dismissal shall be filed directly at Step 2 of the Grievance Procedure.

Section 10.10. Verbal warnings and written reprimands still open may be appealed only up through Step 2 of the Grievance Procedure and shall not be arbitrable.

ARTICLE 11
SENIORITY

Section 11.1. Two (2) types of seniority are established under this Agreement as follows:

A. Classification Seniority is the employee's length of service in his current classification; and

B. Multi-Unit Bargaining Unit Seniority is the employee's total length of continuous service with the Southeastern Ohio Regional Jail.

Section 11.2. An employee's seniority shall terminate:

A. If the employee quits;

B. If the employee retires;

C. If an employee is discharged; or

D. If the employee is laid off for a period of more than twelve (12) consecutive Months.

Section 11.3. The Employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement, and by January 1 of each year thereafter, showing the seniority of each employee in the bargaining unit by classification and by multi-unit bargaining unit seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the Department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 11.4. Prior to the completion of his/her probationary period, any employee in the classification of Sergeant who is promoted to another classification within the Jail shall be entitled to return to the Sergeants' bargaining unit without loss of Classification Seniority, excluding the time spent in another classification, under the following conditions:

A. In the event that the promoted Sergeant fails to retain his promoted position

beyond the designated probationary period;

B. In the event of a layoff in the classification to which the employee is promoted;

C. In the event that the former bargaining unit member voluntarily accepts a demotion back to the classification of Sergeant; or

D. In the event that the position to which the Sergeant is promoted is abolished by the Employer.

Section 11.5. Subsequent to the completion of his/her probationary period, any employee in the classification of Sergeant who is promoted/transferred to another classification within the Jail, may return to an open position in the Sergeants' bargaining unit, without loss of classification seniority, excluding the time spent in another classification.

ARTICLE 12
FILLING OF POSITIONS

Section 12.1. Whenever the Employer determines a job vacancy exists in any bargaining unit position which it desires to fill, a notice of such opening, stating the job classification, job description, qualifications, and rate of pay, shall be posted on the bulletin board for seven (7) calendar days. During this period anyone wishing to apply for the open position shall submit a written application to the Warden. The Warden shall not be obligated to consider any applications submitted after the posting period.

Section 12.2. A vacancy is defined as a job opening as a result of a promotion, transfer, resignation, discharge, termination of employment, a newly-created position, or an increase in the number of jobs available in an existing classification. Whenever the Employer determines it necessary to fill such vacancies, the vacancy shall be posted in accordance with this Article. Notwithstanding the above, jobs may be filled on a temporary basis, without posting, for up to eight (8) weeks.

Section 12.3. All timely-filed applications shall be reviewed and positions other than promotions shall be awarded to the most qualified applicant, with first consideration given to qualified in-house applicants. If two (2) or more applicants have equal qualifications, the position shall be awarded to the employee applicant with the greatest seniority. The Employer maintains the right to determine who is best qualified and whether any applicant meets minimum qualifications.

Section 12.4. The probationary period for a newly-hired employee shall begin on the first day for which the employee receives compensation from the Jail and shall continue for a period of one year. The probationary period for a newly-promoted employee shall be one hundred eighty (180) days.

The Employer shall give the individual hired, promoted or transferred assistance to enable him to qualify for his new position,

A newly-hired employee may be removed any time during his probationary period. New hire probationary removals shall not be appealable to the Grievance Procedure.
A promoted employee who fails to meet the qualifications of the new position during his probationary period shall be placed in his former classification at his previous rate of pay.

Section 12.5. If a current employee is promoted by the Employer to a higher classification, his new pay rate will become effective immediately upon assignment to the classification. The position should be awarded within a reasonable time after the end of the posting period.

Section 12.6.

All non-probationary bargaining unit members shall be offered the opportunity to compete for any open promotional position. An open promotional position shall be filled with a current bargaining unit member unless no current bargaining unit member elects to participate in the process or no current bargaining unit member scores at least seventy percent (70%) in the examination process. All employees who score at least seventy percent (70%) in the examination process will be ranked by score on an eligibility list. This eligibility list shall be valid for one (1) year from the date it is established.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. The Employer will notify the Union at least fourteen (14) days in advance of its intent to reduce the work force. At the time of the notice, the Employer will provide the Union with a current updated seniority list.

Section 13.2. Order of Reduction. Whenever a reduction in the work force occurs, the Employer shall determine in which classification(s) layoffs will occur and the following sequential order of reduction will be implemented within each classification selected by the Employer for layoff.

A. All casual, temporary, new hire probationary, and part-time employees within the affected classification shall, in that order, be terminated or laid off first.

B. Thereafter, any additional reductions in the work force shall be made in the inverse order of classification seniority among the remaining employees in the classification chosen for layoff by the Employer.

Section 13.3. Bumping Rights. An employee with multi-unit bargaining unit seniority who is displaced from his classification by a reduction in the work force may exercise his multi-unit bargaining unit seniority to bump the employee with the least multi-unit bargaining unit seniority

in (1) the classification of layoff, or (2) any lower rated classification within the bargaining unit for which the bumping employee is qualified by having State-required certifications necessary to perform the work without further training.
Employees who bump under the foregoing procedure shall be deemed, for layoff purposes only, to have classification seniority in the classification into which he/she bumps, equal to his multi-unit bargaining unit seniority.

Any employee displaced from his classification under procedures set forth in this Article may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall exercise bumping rights within five (5) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights.

Section 13.4. Recall Rights. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which (1) thereafter occur in their classification in the order of their classification seniority (most classification senior employee recalled first), or (2) thereafter occur in a lower-rated classification within the Employer's bargaining unit work force for which the recalled employee is qualified by having State-required certifications necessary to perform the work, in order of their multi-unit bargaining unit seniority (most senior employee recalled first).

Such vacancies in the classification or other lower similarly rated classification shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of twelve (12) calendar months from their effective date of displacement.

Section 13.5. Retention. Employees who bump into a lower-rated classification will be paid at the same wage step level of the classification into which he/she bumps that is closest to the wage step level of the classification from which he/she is laid off.

Section 13.6. Recall Notice. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer by certified mail, return receipt requested. Failure of an employee to contact the Employer within ten (10) calendar days after mailing of a recall notice shall constitute a forfeiture of the employee's right to recall.

Section 13.7. Reduction Severance Pay. Employees displaced by a work force reduction shall be entitled to all wages, vacation, and compensatory time pay provided by this Agreement which are due to such employees by the next regularly scheduled pay day after the effective date of the displacement.

ARTICLE 14
HEALTH AND SAFETY

Section 14.1. The Employer and employees agree to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of the bargaining unit.

Section 14.2. First-aid equipment will be provided.

ARTICLE 15
WORK RULES

Section 15.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business.

Section 15.2. It is the Employer's intention that work rules, policies and directives should be interpreted and applied uniformly under similar circumstances within the group(s) of employees to whom such rules, policies and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement.

Section 15.3. Except in cases of emergency, such work rules, policies and procedures will be provided to a Union-designated employee official and posted five (5) days in advance of their effective date.

Section 15.4. The Employer may, in an emergency situation, implement a work rule, policy or procedure to rectify a situation. However, upon request of the Union, the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures.

ARTICLE 16
HOURS OF WORK

Section 16.1. The work period for Sergeants shall begin at 11:00 p.m. on Friday and continue for fourteen (14) consecutive calendar days ending at 11:00 p.m. the second following Friday during ten (10) hour shifts. The work period for the Sergeants shall begin at 12:01 a.m. on Saturday and continue for fourteen (14) consecutive calendar days ending at 12:00 Midnight the following Friday during eight hour shifts.

Section 16.2. The normal work schedule for full-time Sergeants shall consist of eighty (80) hours of work performed during the fourteen (14) day work period.

Section 16.3. Scheduling of shifts and days off for employees shall be implemented in accordance with seniority and the operational demands of the Jail. Senior employees shall have preference when bidding under Section 16.4 below.

Section 16.4. In order to facilitate changes of shifts and days off of employees, shifts will be bid upon every four (4) months by January 15, May 15, and September 15 of each year of this Agreement.

Section 16.5. Notwithstanding the work schedule set forth in Section 16.2 above, employees shall only be required to utilize eight (8) hours of paid leave for any scheduled work day that an employee is in paid leave status, except that employees regularly scheduled to work a ten (10) hour shift shall be charged for paid leave in an amount equal to the number of hours that the employee was scheduled to work on the day for which the leave was requested.

ARTICLE 17
OVERTIME

Section 17.1. Bargaining unit employees shall receive overtime pay for all hours worked in an overtime status, subject to the provisions of this Article. Overtime status for full-time Sergeants shall be defined as assigned and approved hours worked in excess of eighty (80) hours in the fourteen (14) day work period. For the purposes of this Article, hours worked include all hours for which the employee is in paid status.[1] (Overtime shall be computed to the nearest one-sixth (1/6th) of an hour.

Section 17.2. Employees shall be entitled to overtime payment for job-related court appearances occurring outside the employee's regularly scheduled work shift. The employee shall be entitled to payment for actual time spent in court, or no less than two (2) hours pay for each court date, including appearances before the grand jury.

Section 17.3. Overtime shall not be awarded for attending any type of schooling, except for mandatory in-service training which places the employee in overtime status pursuant to Section 17.1.

Section 17.4. Payment for overtime hours shall be one and one-half (1-1/2) the employee's regular hourly rate.

Section 17.5. Employees shall be allowed the options of pay or compensatory time for overtime hours worked as follows:

A. Effective upon the implementation of this Agreement, compensatory time may not be accumulated in excess of eighty (80) hours for usage purposes. An additional forty (40) hours of compensatory time may be accumulated for cash out purposes each quarter. This cash out compensatory time may be cashed out

[1] The words, "except for time spent on sick leave without supporting physician's certificate" have been stricken because sick leave abuse is not currently a problem. The parties acknowledge that if sick leave abuse becomes a problem the language will be added back.

quarterly in one (1) hour increments not to exceed forty (40) hours per quarter with notice in accordance with normal payroll procedure. The first quarter shall commence on December 1, ~~2010~~ and employees requesting cash out shall actually be paid such at the time of the first pay in March, June, September and the last pay in November.

B. In addition to the above rights, by the last pay in November of each year, each employee, at his or her option, may be paid for all compensatory time accrued in the eighty (80) hour Leave Bank at the then current rate of pay. The employee may, at his or her option, carry over forty (40) hours to the next calendar year to be utilized in accordance with Section C below, the remainder paid out to the employee.

C. Compensatory Leave Bank time utilized must be approved in advance by the employee's supervisor who shall require at least three (3) working days' advance notice. Not less than one (1) hour of compensatory time shall be taken on any one (1) day.

ARTICLE 18
REPORT-IN AND CALL-IN WORK

Section 18.1. Any employee who accepts an authorized request to work during hours outside his regularly scheduled time, excluding court duty, shall be paid in the following manner after reporting to his regular work assignment:

A. An employee called while at home and required to begin work at the Jail at a time disconnected from his regular shift by more than one (1) hour shall be guaranteed a minimum of two (2) hours' work at the applicable rate of pay for such work in addition to his regularly scheduled shift pay; and

B. An employee requested to begin work at the Jail any time within the one (1) hour immediately preceding the start of his regular shift shall be paid only for the time actually worked.

Section 18.2.

A. Overtime for Sergeants shall be distributed as equitably as practicable. The Employer shall maintain an overtime list for Sergeants on the basis of employee seniority in order to determine which employees shall be scheduled for overtime opportunities and shall make a reasonable attempt to contact the appropriate employee on the overtime list. The first available opportunity shall be offered to the first person on the overtime list. The Employer shall move down the list by seniority until the overtime opportunity is accepted. If no sergeant voluntarily accepts the overtime opportunity, the Employer may offer the opportunity to Officers-in-Charge.

B. Acceptance of the overtime offered shall cause the employee's name to be rotated to the bottom of the list.

C. In addition, overtime properly offered and refused shall result in the employee who refused the opportunity being rotated to the bottom of the list. Employees who are called for overtime purposes and cannot be reached on two (2) consecutive occasions shall be moved to the bottom of the list.

D. In the event that any overtime opportunity cannot be filled voluntarily, the overtime shall be filled mandatorily, on an equalized basis, by utilizing the overtime list starting with the least senior person and rotating upward in the same manner as set forth above.

E. Irrespective of the above, the SRT may be called-in to respond to an event which disrupts the routine operations or services of the institution creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. Such must be authorized by the Warden.

F. Each special event job opportunity shall be offered by total seniority among Corrections Officers, Officers-in-Charge and Sergeants together. The employee with the most total seniority shall be offered first followed by the next senior and so on beginning with this Agreement.

ARTICLE 19
SICK LEAVE

Section 19.1. All employees will receive sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status.

Section 19.2. Employees will be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave shall be charged in minimum units of one-half (1/2) hour on any day that an employee actually works any amount of time. Sick leave shall be charged in minimum units of one (1) day any time that an employee does not work any amount of time on the day for which the sick leave is requested.

Section 19.3. The unused sick leave of an employee shall accumulate on an unlimited basis.

Section 19.4. Sick leave may be granted to an employee upon approval of the Employer and shall be in accordance with the following:

A. All employees working the day shift who are too sick, ill, or injured to report to duty shall report this fact to the supervisor in charge not less than two (2) hours prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible. All employees working

afternoon or midnight shifts shall notify the supervisor in charge not less than two (2) hours prior to their start time, except in cases of emergency.

B. Such reports will contain the nature of the sickness or injury and whether attended by a physician or not.

C. If the length of absence from duty cannot be determined, the employee shall call their supervisor subsequent to each working day to allow for proper manpower adjustments.

D. Where sick leave is requested to care for a member of the immediate family, immediate family shall be defined as: mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in place of a parent.

E. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

F. The Employer may require an employee to take an examination; conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on a job he or she can perform or on sick leave or disability separation. The cost of such examination shall be paid by the Employer.

G. Employees who are employed at the Jail and who have previously been employed by any county departments or agencies, or another public agency, or who are reappointed or reinstated, will be credited with the balance of accumulated sick leave from their previous place of employment, provided the time between separation, reappointment or re-employment does not exceed ten (10) years. The term "public agency" as used above includes the state, counties, municipalities, all boards of education, libraries, townships, etc. within the state.

Section 19.5. At the time of their retirement, employees shall receive a cash payment of one quarter (1/4th) of their accumulated but unused sick leave credit figured on a maximum accumulation of one hundred and twenty (120) days. Such payment will be based on the employee's rate of pay at the time of retirement and shall be received within thirty (30) days following the date of retirement, provided the employee notifies the Employer or designee in writing on or before his date of retirement. In the event of the death of an employee, the payment will be made to the employee's beneficiary or to the employee's estate. To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with a county, the state, or any of its political subdivisions.

ARTICLE 20
LEAVES AND LEAVES OF ABSENCE

Section 20.1. Family and Medical Leave (FML).

A. In accordance with the Family Medical Leave Act of 1933 (FMLA) the Southeastern Ohio Regional Jail will grant protected Family and Medical Leave to eligible employees for up twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee);

2. In order to care for an immediate family member (spouse, child, parent) of the employee if such immediate family member has a serious condition; or

3. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

B. To be eligible for a Family or Medical leave an employee must have satisfactorily completed his/her probationary period as defined in this Agreement.

C. An employee may request intermittent leave for an immediate family member with a serious health condition when medically necessary, or to care for a child during the twelve (12) months following birth or placement by adoption or foster care.

D. All Family and Medical Leaves are available only after exhaustion of all paid leaves. All Family and Medical Leaves are unpaid.

E. The employee must complete and forward to the Warden the Request for Family and Medical Leave form not less than thirty (30) days in advance, when the leave is foreseeable. The employee must submit a completed Physician/Provider Certification form to the Warden within fifteen (15) days after requested, or as soon as reasonably possible. Upon receipt of the completed forms, the leave will be considered by the Warden who will approve or deny the leave as soon as possible. In unexpected or unforeseeable situations, an employee must provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family and Medical Leave form and Physician/Provider Certification. If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until thirty (30) days after the employee provides notice.

F. The Southeastern Ohio Regional Jail reserves the right to obtain a second or third medical opinion at its own expense, periodic reports on the employee's status and the employee's intent to return to work, as well as reports concerning the employee's fitness-for-duty to return to work.

G. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained by the Warden.

H. An employee granted a leave under this Section will continue to be covered under the Southeastern Ohio Regional Jail's group health benefit plan group and term life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave.

I. If the employee fails to return from an unpaid Family or Medical Leave, the employee's health plan benefits will be terminated in accordance with COBRA regulations and the group life insurance will terminate immediately in accordance with the provisions of the applicable group policy provided that the employee is not eligible to take other leaves which permit the employee to receive benefits.

J. An employee on unpaid Family or Medical Leave will not accrue vacation or sick leave.

K. If an employee's Family or Medical Leave has expired and the employee is still unable to work, the employee may be eligible to take other leaves which are provided in this Agreement or in the Jail's policy manual.

For the purpose of this Section, the following definitions apply:

1. 12 month period means a rolling twelve (12) month period commencing on the date that the employee first takes FMLA Leave.

2. Serious health condition means an illness, injury, impairment, or a physical or mental condition which involves:

   A. Inpatient care;

   B. Any period of incapacity requiring absence from work for more than three (3) calendar days and that involves continuing treatment by health care providers;

   C. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three (3) calendar days; or

D. Pre-natal care by a health care provider.

3. Continuing treatment means:

A. Two (2) or more visits to a health care provider;

B. Two (2) or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider;

C. A single visit to a health care provider that results in a regimen of continuing treatment; or

D. In case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

Section 20.2. Leaves With Pay. Employees may be granted the following types of paid leaves of absence.

A. Jury Duty/Civil Leave:

1. If an employee of the Southeastern Ohio Regional Jail is called for jury duty, he or she will be paid his or her regular salary or wage in full.

2. All monies received as compensation for jury duty shall be turned over to the Southeastern Ohio Regional Jail, unless jury duty was served outside of regular working hours.

3. The employee will be expected to report for work following jury duty if a reasonable amount of time remains during the scheduled workday.

B. Military Leave:

1. Active Duty. A permanent employee who is called for active duty into the Armed Forces of the United States, the Coast Guard, public health service, civil defense, or the Merchant Marine Service shall (in accordance with existing law) be entitled to re-employment after discharge under honorable conditions from such services, provided the employee is physically and mentally able to perform the work required and reports for work within ninety (90) days of such discharge or within ninety (90) days of release from hospitalization continuing after discharge for a period of not more than one (1) year. The employee shall be re-employed in the same or similar job held prior to induction, at the salary, or, if the job has

been upgraded, at the existing salary. In the event the former job no longer exists, the employee shall be re-employed in such capacity for which he or she is qualified at a salary comparable with that formerly received.

2. Reserve Training. A full-time employee who is a member of a reserve military organization of the United States or a member of the National Guard of the state and who attends regular military reserve training will be given necessary time off with pay for such training for a period not to exceed thirty-one (31) days in any one calendar year. Time off for the purpose of attending military reserve training will not be considered as vacation time.

3. Military Leave Governed by Chapter 5903 and Section 124.29 of the Ohio Revised Code. In general, any county employee (other than elected officials and appointed officials serving fixed terms) with more than ninety (90) days tenure who voluntarily enters any of the Armed Services of the United States shall be granted a military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to his or her former position without loss of seniority or status or reduction in pay.

C. Bereavement Leave. Any employee shall receive the amount of pay he would have received on his regular straight time basis for up to three (3) days for funeral leave to make arrangements for and attend the funeral of a member of his immediate family. Funeral leave shall not be deducted from an employee's sick leave accrual.

The employee's immediate family for this purpose only shall be defined as: spouse, child, step-child, father, mother, brother, sister, father-in-law, mother-in-law, or other person who stands in place of a parent, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew

If additional time is required, the employee may request, and the Employer may authorize on a case-by-case basis, the use of a designated amount of additional vacation, sick leave or compensatory time.

D. Personal Days. Each year, the employee shall be allowed up to three (3) personal days, (10) hour increments. There shall be no carry over of unused personal days beyond December 31st of each year. Personal days must be taken in one (1) day increments. The employee shall notify the supervisor as soon as reasonably possible of the need to take a personal day. Personal Leave days will be deducted from sick leave and will not count as accrued sick leave usage

ARTICLE 21
HOLIDAYS

Section 21.1. All employees shall be entitled to eight (8) hours, or ten (10) hours of holiday pay depending upon their regular work shift, for each of the following holidays:

New Year's Day	Labor Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day

Section 21.2. If an employee is required to work on any of the holidays listed in Section 1 above, he shall be entitled to pay for such time worked at one and one-half (1-1/2) times his regular base rate of pay for the number of hours a person is scheduled to work per shift.

ARTICLE 22
VACATIONS

Section 22.1. All full-time employees are eligible for paid vacation leave according to the following:

After 1 year of service	80 hours vacation
After 8 years of service	120 hours vacation
After 15 years of service	160 hours vacation
After 22 years of service	200 hours vacation

Section.22.2. A person employed other than as an elective officer, by the state or any political subdivision of the state, earning vacation credit at the time of his/her employment by the Southeastern Ohio Regional Jail, is entitled to have his/her prior service with any of these employers counted as service with the Southeastern Ohio Regional Jail for the purpose of computing the amount of his/her vacation leave. The anniversary date of his/her employment for the purpose of computing the amount of his/her vacation leave is the anniversary date of commencement of said prior service.

Section 22.3. Non-Prescheduled Vacations. An employee requesting one (1) day vacation must submit his request to his immediate supervisor at least one (1) work day prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted three (3) days prior to commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

Section 22.4. Vacation Accumulation. Except as permitted below, effective upon the implementation of this Agreement, employees shall only be permitted to carry over one (1) year's vacation accrual. The remainder shall be taken between the year in which it was accrued and the employee's next anniversary date of employment. Employees who have multiple years' accumulation of vacation at the implementation date of this Agreement shall not lose such accumulation and shall be permitted to carry over such excess leave only until it is utilized. Once such excess accumulation is utilized, then employees shall only be permitted to carry over vacation in accordance with the remainder of this Section. However, in no event shall any employee with existing multiple years of accumulation be permitted to carry over or accumulate more than three (3) years' accrual. In addition, each employee may chose to be paid for one (1) week of his or her vacation each calendar year rather than utilize the vacation time over into the next year. The election to be paid for one (1) week of vacation must be made by December 1 of each calendar year and the employee will receive said payment during the first full pay period after the election is made.

Section 22.5. Recall to Duty Employees on vacation may be recalled to duty only for true emergency situations.

Section 22.6. Holidays Occurring During Vacation Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

Section 22.7. Separation Pay. Subject to Section 22.4, upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, but in no event more than three (3) years' maximum accumulation. In case of the death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

ARTICLE 23
INSURANCE

Section 23.1. The Commission agrees to provide medical insurance benefits equivalent or substantially equivalent to the benefits currently provided. For the "Standard" plan, the Employer shall pay eighty-five percent (85%) and the employee shall pay fifteen percent (15%) of the premium. For the "Buy-Up Option" plan, the Employer shall pay eighty-five percent (85%) of the premium for the "Standard" plan and the employee shall pay fifteen percent (15%) of the premium for the "Standard" plan plus the difference in the premium between the "Standard" plan and the "Buy-Up Option" plan.

The parties recognize that either or both of the "Standard" and/or "Buy-Up Option" plan(s) may not be available for the Commission to purchase, depending on what plans insurance companies offer, in terms of equivalent or substantially equivalent plan benefits. If such is the case, the closest available plan shall be provided for each.

Section 23.2. The Employer agrees to provide, at no cost to the employee, a Twenty Thousand Dollar ($20,000.00) term life insurance policy for bargaining unit employees.

Section 23.3. The Employer shall establish a Section 125 plan that shall at a minimum provide for pre-tax premium contributions and flexible spending accounts for medical expenses. Administration costs and fees shall be paid by the Employer.

ARTICLE 24
WAGE SCHEDULE

Section 24.1. Effective January 1, 2015, the following wage shall be effective for Sergeant I and Sergeant II in the general classification of Sergeant:

Sergeant I	18.89	Sergeant II	18.21

Section 24.2. Effective January 1, 2016, the following wage shall be effective for Sergeant I and Sergeant II in the general classification of Sergeant:

Sergeant I	19.50	Sergeant II	18.80

Section 24.3. Employees who enter a lower classification due to a voluntary or non-voluntary demotion shall be assigned to the appropriate pay step of the appropriate wage schedule of the lower classification based on their length of continuous service with the Jail and shall advance thereafter to succeeding steps provided in the lower classification based on their length of continuous service in the lower classification.

ARTICLE 25
SEVERABILITY

Section 25.1. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or portion shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 26
WAIVER IN CASE OF EMERGENCY

Section 26.1. In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

A. Time limits for management's replies on grievances; and

B. All work rules and/or agreements and practices relating to the assignment of employees

Section 26.2. Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 27
EMPLOYEE RIGHTS

Section 27.1. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interviewing sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In the event the Employer elects to record the session, the employee may either also record such session or request a copy of the tape from the Employer.

Section 27.2. An employee may reasonably request an opportunity to review his personnel file and add memoranda to the file clarifying any documents contained in the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 27.3. Any time a citizen complains to the Warden concerning a matter which may lead to disciplinary action against an employee, the Warden shall memorialize the citizen complaint and make it available for review by any employee who is accused of wrongdoing. The documentation of the citizen complaint shall not be included in the personnel file unless discipline is initiated as a result of the citizen complaint.

Section 27.4. No employee shall be disciplined solely upon the basis of the results of a polygraph examination, voice stress analysis or any similar test.

ARTICLE 28
UNIFORMS AND EQUIPMENT

Section 28.1. Upon commencement of employment, the Employer shall provide, at the same level as provided as of the effective date of this Agreement, uniforms and equipment for all those bargaining unit employees required by the Employer to wear a specific uniform. Upon completion of probation, each employee may utilize up to One Hundred Dollars ($100.00) of the yearly uniform stipend to purchase footwear.

Section 28.2. Uniforms and required equipment items sufficiently damaged in the line of duty shall be immediately replaced without deduction from the yearly stipend and the employee shall return the damaged or worn out uniform or equipment to the Employer upon receipt of the replacement item.

Section 28.3. Effective January 1, 2012, the Employer shall budget Four Hundred Dollars ($400.00) annually per employee for the purchase and maintenance of uniforms and equipment for each Sergeant.

Section 28.4. Any personal equipment of the employee necessary for the performance of his/her duties, including, but not limited to, watches and eyeglasses, which are damaged or destroyed in the line of duty shall be repaired or replaced by the Employer at a maximum cost of One Hundred Dollars ($100.00) provided that the employee files his/her claim with the court for restitution.

ARTICLE 29
DURATION OF AGREEMENT

Section 29.1.

A. Except as otherwise provided herein, this Agreement shall be effective January 1, 2015 and shall remain in force and effect until 12:00 Midnight, December 31, 2016. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by regular mail or e-mail. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

C. This Agreement supersedes all previous agreements (either written or oral) between the Employer, its employees, and the Union.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed, by their authorized representatives, this 20th day of January, 2016.

FOR THE CORRECTIONS COMMISSIONS OF SOUTHEASTERN OHIO

Joshua VanBibber, Warden

Garry Hunter, Labor Counsel

Morgan County Sheriff Thomas Jenkins
Chair, CCSEO

FOR THE OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

OPBA Sergeant Representative

Mark Volcheck, Labor Counsel