



08-12-15
15-MED-04-0363
3190-01
K32422

AGREEMENT BETWEEN
THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION
AND
THE TRI-COUNTY REGIONAL JAIL

EFFECTIVE
JULY 1, 2015 THROUGH JUNE 30, 2018

TABLE OF CONTENTS

Preamble1

1 Union Recognition1

2 Non-discrimination2

3 Management Rights2

4 Union Rights3

5 Checkoff.....4

6 Probationary Period5

7 Labor Management Committee6

8 Health & Safety.....6

9 Seniority7

10 Uniforms7

11 Overtime8

12 Layoffs/Promotions.....9

13 Health Insurance9

14 Personnel Records.....10

15 Holidays10

16 Vacations.....11

17 Sick Leave.....12

18 Indemnification.....14

19 No Strike/No Lockout.....14

20 Savings.....14

21 Discipline14

22 Subcontracting16

23 Grievance Procedure.....16

24 Leaves of Absence18

25 Wages.....19

26 Promotions20

27 Work Rules21

28 Personal Leave21

29 Duration22

PREAMBLE

This Agreement is hereby entered into by and between the Tri-County Regional Jail, hereinafter referred to as the “Employer,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union.” Having as its purpose to comply with the requirements of the Ohio Revised Code Chapter 4117, to set forth the full and complete understanding of an equitable and peaceful procedure for the resolution of differences between the parties, and the establishment of wages, hours and the other terms and conditions of employment.

ARTICLE 1 – UNION RECOGNITION

1.01 Exclusive Representation

The Employer recognizes the Ohio Patrolmen’s Benevolent Association as the sole and exclusive bargaining representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 2012-REP-03-0033, as follows:

Included: All Full-time Corrections Officers, Transportation Officers and Sergeants.

Excluded: All Others.

Consistent with applicable law, the Employer shall not negotiate with any other union or organization on matters pertaining to wages, hours, or other terms or conditions of employment. Nor shall the Employer permit dues deduction for another organization purporting to represent the employees on these matters or negotiate with the employees over wages, hours and other terms and conditions of employment.

1.02 Inclusion/Exclusion of New Classification

The Employer shall promptly notify the Union of any decision to establish any new classifications if a new classification is a successor title to a classification covered by this agreement with no substantial change in duties, the new classification shall automatically become part of this agreement.

If a new classification contains a significant part of the work now done by any classifications in the bargaining units, the parties agree to meet within thirty (30) days of the Employer’s decision, to review the classification specifications. Where agreement is reached, the parties agree to file a joint petition for amendment of certification before S.E.R.B. for inclusion. If no agreement is reached, either party may submit the question to S.E.R.B. for resolution.

ARTICLE 2 - NON-DISCRIMINATION

2.01 **Non-Discrimination**

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, or veteran status. The Employer shall prohibit sexual harassment and take action to eliminate sexual harassment in accordance with Section 4112 of the Ohio Revised Code, and Section 703 of Title VII of the Civil Rights Act of 1964 (as amended).

The Employer shall not solicit bargaining unit employees to make political contributions or to support any political candidate, party or issue.

2.02 **Agreement Rights**

No employee shall be discriminated against, intimidated, restrained, harassed or coerced in the exercise of rights granted by this Agreement, nor shall reassignments be made for these purposes.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

3.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operation of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

3.03 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire and transfer employees; 2) discharge, suspend or discipline employees for just cause; 3) determine the number of persons required to be employed, laid off or discharged; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the type of equipment used and the sequence of work processes; 8) determine the making of technological alterations by revising either process or equipment, or both 9) determine work standards and the quality and quantity of work to be produced; 10) select and locate buildings and other facilities; 11) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other county agency or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 12) terminate or eliminate all or any part of its work or facilities.

3.04 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of

its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of the Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 4 - UNION RIGHTS

4.01 Access

The Employer shall grant reasonable access to stewards, staff representatives and Union officers for the sole purpose of administering this agreement. Prior to proceeding to the employees' work areas, such Union officials shall inform the Executive Director or his designee of their presence. Such activities are subject to the approval of the Executive Director or his designee. Such approval shall not be unreasonably denied. These activities may not interfere with the orderly process of work. The Employer may provide a representative to accompany a non-employee union representative for security or treatment considerations.

4.02 Stewards

The Employer agrees to recognize two on each shift. The Union shall inform the Employer of the individuals who serve as Union stewards.

4.03 Bulletin Board

The Employer shall provide space for a bulletin board for Union use. Union officials shall be responsible for posting items on the bulletin board. The items posted on these bulletin boards shall not contain the following:

- A. Personal attacks upon any employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Any obscene material;
- D. Political material.

4.04 Mail Service

The Union shall be permitted to use the internal paper mail system. The usage shall be limited to matters that involve the Employer and the Union. No mass mailings shall be allowed. The Employer agrees it shall not open Union mail when clearly identified as such.

4.05 Union Leave

The Employer agrees to allow up to three employee(s) time off without pay for up to three days total per year to attend OPBA functions. The Union shall provide at least fourteen days advance notice of such leave. Employees shall provide thirty (30) days advance notice to the Employer in the event two or more employees are to be absent on the same day and on the same shift.

4.06 Negotiations

The Employer agrees to allow up to two (2) on-duty employees to represent the OPBA without loss of pay for purposes of contract negotiations, including negotiation sessions, mediation, Fact-Finding and Conciliation as long as such representation does not create overtime.

ARTICLE 5 - CHECKOFF

5.01 Dues Deduction

The Employer will deduct monthly membership dues payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to the Union and the Employer.

5.02 Correction of Deduction

Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any member during any particular month, the Employer upon written notification from the Union will make the appropriate deduction from the following pay period in which dues are regularly deducted, if the total deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from any single pay or any member.

5.03 Fair Share Fee

Any bargaining unit employee hired after July 1, 2003 who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall be required to pay a fair share fee through a bi-weekly payroll deduction. The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure, which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. Notwithstanding the provisions of this section, any employee who has voluntarily agreed to join the Union and pay Union dues who later terminates membership pursuant to section 5.04 shall be required to pay a fair share fee in accordance with this article.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service.

5.04 Maintenance of Membership

All employees in the bargaining unit who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement. Employees who wish to terminate their membership may do so by providing written notice to the Union at its

principal offices during a thirty (30) day period commencing sixty (60) days prior to the expiration date of this Agreement.

5.05 Termination of Deductions

The Employer shall be relieved from making payroll deductions upon an employee's (1) termination of employment; (2) transfer to a non-bargaining unit job; (3) layoff from work; (4) unpaid leave of absence.

5.06 Limitation of Deductions

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

5.07 Error in Deduction

It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer 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 dues will normally be deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

5.08 Indemnification

It is agreed that the Union shall save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or be by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this section, except for failure to forward deducted fees.

ARTICLE 6 - PROBATIONARY PERIOD

6.01 Probationary Period

All newly hired employees will serve a twelve (12) month probationary period.

6.02 Promotional Probationary Periods

Employees who are promoted to sergeant will serve a six (6) month probationary period. Any Employee who fails to perform the job requirements of the new position shall be placed in the position the employee previously held.

6.03 Probationary Removals or Reductions

The Employer shall have the discretion to discipline or discharge newly hired probationary employees or to reduce employees during their promotional probationary period and any such action shall not be appealable through the grievance procedure.

6.04 Extensions of Probationary Period

An employee's probationary period may be extended upon mutual agreement of the employee, the Union and the Employer.

ARTICLE 7 - LABOR MANAGEMENT COMMITTEE

7.01 Committee

There shall be an equal number of Union and Employer representatives who serve on this committee. This committee shall meet upon mutual agreement by both parties.

7.02 Committee Purpose and Agenda

The purpose of this committee is to resolve issues in conflict and promote a climate of constructive Employee-Employer relations.

7.03 Staffing Levels

Staffing issues shall be an appropriate topic of the Labor/Management committee.

7.04 Labor/Management Relations

The Union and Employer agree that the character and quality of their relationship has an impact upon the quality and productivity of the services rendered, and accordingly agree to support joint Labor/Management training.

ARTICLE 8 - HEALTH & SAFETY

8.01 General Duty

Occupational health and safety are the mutual concern of the Employer, the Union and the employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations, and facility safety rules and regulations. Health & safety issues will be an appropriate item of discussion in the Labor/Management meetings.

ARTICLE 9 - SENIORITY

9.01 Definition

Except as set forth in this Article, seniority shall be determined based on continuous full-time service with the Employer.

For employees that began employment prior to July 1, 2009, seniority is based on date of hire within the facility. For employees that began employment after June 30, 2009, seniority is based on date of full-time hire.

In the event that more than one employee is hired or promoted on the same date, the last four (4) digits of their social security number will be the tie breaker, starting with "9999" being the most senior.

Seniority shall be interrupted by any service in any non-bargaining unit position or retirement or removal upon completion of grievance process.

Any employee who transferred from one of the three counties (Union, Madison and Champaign) upon opening of the Tri-County Jail shall retain their seniority from the original date of hire with the county.

For purposes of scheduling, layoff, and other priority matters affecting the classification of Sergeants, seniority for the classification of Sergeants shall be based upon their date of promotion.

ARTICLE 10 - UNIFORMS

10.01 Issuance of Uniforms

The Employer shall provide all employees with the necessary uniform for employment. The standard uniform will consist of six (6) shirts and six (6) pairs of pants to each bargaining unit employee. Shirts will be solid black in appearance with the Tri-County Jail Logo and a pocket on the left side of the chest. Pants will be designated by the terms of the Employer's contract with the uniform supplier.

10.02 Uniform Placement

Any damaged or worn out uniform will be turned in to the Employer and shall be replaced at the Employer's expense within a reasonable time frame, unless the damage is proven to have occurred by the employee outside of the scope of his/her duties. The Employer shall reimburse the employee up to one hundred dollars (\$100.00) for replacement of shoes damaged in the line of duty upon presentation of receipt. To be eligible for the replacement reimbursement, a report must be completed and turned in to the shift supervisor on the date the damage was sustained to the shoes being replaced.

10.03 Uniform Accessories

The Employer shall provide each bargaining unit employee with the equipment necessary for the performance of his or her duties. This will include one duty belt, one glove pouch, one radio clip or carrier, one cuff case and one set of handcuffs, one small flashlight, one key chain or key hook, and one O.C. pouch with O.C. when certified. Equipment damaged in the line of duty will be replaced at the employer's expense. Upon resignation or termination of employment, all equipment must be turned in to the employer and inspected for damage. Damage beyond normal wear and tear will result in exiting employee being charged for the replacement cost of such equipment.

ARTICLE 11 - OVERTIME

11.01 Standard Work Week

The standard workweek shall be forty consecutive hours, consisting of five (5) consecutive workdays followed by two consecutive days off. The workweek shall begin at 00:00 on Saturday of each calendar week and end at 23:59 the following Friday. The Employer agrees to post schedules at least fourteen (14) days in advance. Schedules may not be changed to avoid the payment of overtime.

11.02 Overtime

Overtime shall be paid at the rate of 1.5 times the employee's hourly rate for all hours in active pay status in excess of forty hours in a workweek. For purposes of this Article, active pay status shall include hours worked and time spent on vacation, personal, and compensatory leave but shall not include sick leave.

11.03 Compensatory Time

Employees may earn compensatory time in lieu of paid overtime. If an employee chooses compensatory time, it will be earned at the rate of 1.5 hours for each hour of overtime worked. Employees shall be able to maintain up to thirty-two (32) hours of compensatory time in their compensatory time bank at any time. Compensatory time may be scheduled upon mutual agreement of the employee and the Employer. The use of compensatory time shall not be denied where an employee verifies at least one (1) hour before the start of his shift that use of compensatory time shall not drop that shift below staffing and that compensatory time may not be approved if it causes an overtime situation. Unused compensatory time shall be paid out to the employee at the time of separation.

ARTICLE 12 - LAYOFFS/PROMOTIONS

12.01 Layoffs

The Employer may layoff bargaining unit employees due to a lack of funds, lack of work or job abolishment. In the event of a long-term layoff (more than 14 days), the Employer shall notify the Union and affected employees at least fourteen (14) days in advance of the intended layoff. The Employer shall provide the Union and affected employees at least five (5) days in advance of a short term layoff (14 days or less). Upon request, the Employer shall meet with the Union to discuss the affect of the layoff on bargaining unit employees.

12.02 Order of Layoff

When it becomes necessary to reduce the number of bargaining unit employees in accordance with this Article, such reduction shall be based totally on seniority as defined in Article 9. Within the affected classification(s), layoffs shall occur as follows:

- A. Any Part-Time, Temporary, Seasonal or Intermittent Employee;
- B. Employees serving an initial probationary period;
- C. Bargaining unit employees who have completed their probationary period.

Layoffs will be by the least senior employee first.

12.03 Bumping Rights

If any employee in the classification of sergeant is subject to layoff, he shall have the opportunity to bump a less senior employee in the Corrections Officer or Transportation Officer classifications provided he is qualified to perform the functions of the position.

12.04 Recall From Layoff

An employee shall retain rights to be recalled to his former position for twenty-four (24) months following the layoff. Employees must respond to an offer of recall within five (5) days of notification. Employees must return to their position within fourteen (14) days of the recall notice unless other arrangements are agreed upon by the Employer and the employee. Employees are obligated to notify the Employer of their current address.

ARTICLE 13 - HEALTH INSURANCE

13.01 Bargaining unit employees shall be entitled to the same health insurance benefits that are available to non-bargaining unit employees of the Tri-County Regional Jail.

Bargaining unit employees shall pay the same portion of the monthly premium as the non-bargaining unit employees of the Tri-County Regional Jail are required to pay.

13.02 The Employer shall provide the Union with thirty (30) days advance notice of any changes in health insurance benefits or premium contribution. Upon request, the Employer shall meet with the Union to discuss any changes to health insurance benefits.

13.03 The Employer shall provide a written explanation of the health insurance benefits to all bargaining unit employees.

ARTICLE 14 - PERSONNEL RECORDS

14.01 Personnel Files

The Union recognizes the Employer's rights and responsibilities to maintain personnel records. The Employer shall not make available to any person or organization an employee's personnel file unless permitted by law.

14.02 Review of Personnel Files

Employees shall have the right to review their personnel files with three (3) days written notice.

ARTICLE 15 - HOLIDAYS

15.01 Observances

The following holidays will be observed:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

The parties agree that the actual date of the holiday will be the date that is observed for purposes of this agreement.

15.02 Work on Holidays

Any holiday worked by an employee will be paid at 1-1/2 times their regular rate of pay in addition to eight (8) hours of holiday pay. Any employee not working the holiday shall receive eight (8) hours holiday pay.

In order to be eligible for holiday pay, an employee must work or be on approved vacation, personal, or compensatory leave on their last scheduled work day immediately proceeding and following the above holidays.

ARTICLE 16 - VACATIONS

16.01 Rate of Accrual

For each bi-weekly pay period, the employees shall accrue vacation leave as follows:

- * Less than one year of service - 80 hours that cannot be utilized until the employee is no longer on their probationary period.
- * One year but less than seven years of service - 3.1 hours
- * Seven years but less than fourteen years of service - 4.6 hours
- * Fourteen years but less than twenty years of service - 6.2 hours
- * More than twenty years of service - 7.7 hours

Employees who are in active pay status for less than one full pay period shall be entitled to earn a pro rata amount of the vacation leave.

16.02 Vacation Scheduling

Vacation leave is subject to the approval of the Executive Director or his designee and the workload requirements of the Employer.

In December of each year, bargaining unit employees may submit requests for vacation leave for the following calendar. Such requests may be submitted in blocks of forty (40) hours or more. Employees may submit such requests for no more than the total vacation hours that they will accrue in the calendar year. If employees present conflicting vacation requests, the employee with the greatest seniority shall be entitled to use vacation leave for the requested period. Seniority shall be based on the provisions of Article 9 of the Agreement.

Employees must request vacation leave at least seven (7) days in advance of the intended leave. This requirement may be waived in the event of an emergency.

16.03 Vacation Accrual

Employees may maintain vacation accrual leave for up to three (3) years.

16.04 Unused Vacation Payout

Any employee who has accrued vacation and has not used it within the three years allotted time will be entitled to payment in one of two ways:

1. If the employee requested vacation and was denied at any time, that vacation accrual time will be compensated for at 100% of current pay for all refused hours that were requested within the terms of the contract.
2. If the employee reaches maximum accrual of vacation time and has not used his or her time but has not been refused vacation, he or she will be entitled to receive compensation for all unused hours at the rate of 100% of their current pay rate up to eight hours.

16.05 Short-Notice Vacation Option

All employees who have accrued adequate vacation time will be granted the opportunity to utilize up to eight (8) hours of their accrued vacation on twenty-four (24) hours notice once per quarter (Quarters being designated as January through March, April through June, July through September, and October through December.) This will follow all other guidelines that are mandated by other clauses in this article.

16.06 Payment Upon Separation

An employee who separates with at least one year of service is entitled to payout of his accrued but unused vacation leave.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Accrual

Employees shall accrue sick leave at the rate of 3.1 hours for each completed bi-weekly pay period. Upon attaining two years of service, employees shall accrue sick leave at the rate of 4.6 hours for each completed bi-weekly pay period. Employees who are in an active pay status of less than a complete bi-weekly pay period shall accrue a pro-rata amount of sick leave. Sick leave may accrue without limit.

17.02 Use of Sick Leave

Employees may utilize sick leave in accordance with the Employer's policies. The Employer may investigate an employee's sick leave use whenever sick leave abuse is suspected.

17.03 Notification

When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or another supervisor at least sixty (60) minutes prior to the start of his shift unless extenuating circumstances prevent such notification.

Upon return to work, the employee shall complete a sick leave form, providing justification for the absence.

17.04 Fitness for Duty Examination

- A. The Employer may require an employee to take an examination, conducted by a licensed practitioner to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. The Employer may rely on a physical or psychological examination that was conducted by the employee's own physician or in the context of a Worker's Compensation claim.

Examinations are intended to guard the health and safety of employees and will be ordered when the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of the position.

The cost of such examination shall be paid by the Employer. If the employee disagrees with the Employer's determination, the employee may be examined by a physician of the employee's choice at the employee's expense. If the two (2) reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

- B. If an employee, after examination, is found to be unable to perform the material and substantial duties of the employee's position, then the employee may utilize accumulated unused leave time or other leave benefits (including but not limited to worker's compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for Workers' Compensation benefits.
- C. Leave under the provisions of this Section shall continue for a period of up to one (1) year (which period includes time spent in any leave status, paid or unpaid). If an employee refused to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability leave. If the employee is not able to return to work by the end of that one (1) year period, the employee shall be deemed permanently separated from the employment with the Employer.
- D. Employees requesting to return from disability leave must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work at the Employer's expense.

- E. Refusal of an employee to submit to an examination shall be grounds for appropriate discipline.
- F. The Employer may place an employee on administrative leave with pay while the fitness for duty determination is pending.

17.05 Non Use of Sick Leave Bonus

Each Employee shall receive eight (8) hours of pay for each quarter of the calendar year that the Employee does not use sick leave. The Employee shall be paid at the time of the first pay check following the applicable quarter.

ARTICLE 18 - INDEMNIFICATION

18.01 The Employer agrees to defend and indemnify employees from liability for acts taken in their official capacity in accordance with applicable law.

18.02 Premiums for any bond required by the Employer or law for any employee to carry out his/her assigned duties shall be paid by the Employer.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

There shall be no strike/no lockout during the term of this Agreement pursuant to O.R.C. Chapter 4117.

ARTICLE 20 - SAVINGS

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 21 - DISCIPLINE

21.01 Standard

The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Disciplinary action may be taken in the following manner: verbal reprimand, written reprimand, suspension, demotion and termination. Discipline will be applied in a progressive and uniformed manner. Progressive discipline shall take into account the nature of the violation, the employee's work record and prior discipline. Disciplinary penalties shall be commensurate with the severity of the offense.

21.02 Pre-disciplinary Conference

Whenever the Employer determines that an Employee may be suspended, reduced/demoted or terminated for disciplinary reasons, a Pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct. The Employer shall determine who will conduct the Pre-disciplinary conference.

Not less than seventy-two (72) hours prior to the scheduled starting time of the Pre-disciplinary conference, the Employer will provide to the Employee a written outline of the charges and the alleged misconduct that may form the basis for the disciplinary action together with written notification of the date, time and place of the Conference. Upon request of the Employee or his/her representative, the Employee or his/her representative shall be provided copies of all documents and records pertaining to the investigation and/or included in the investigation file.

The employee must choose to:

- A. Appear at the conference to present an oral or written statement in his/her defense; and/or
- B. Appear at the conference and have one 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 any of these three (3) options will be deemed a waiver of the employee's rights to the disciplinary conference. The Employee may be represented by an Employee Representative and/or a Union Attorney at the Conference.

21.03 Union Representation

Whenever an employee is being questioned concerning an alleged violation of Employer policies and such conduct may lead to discipline, the employee is entitled to have a Union representative present. If the employee requests a Union representative during questioning, the Employer shall refrain from any inquiries in the absence of such representative.

21.04 Administrative Leave

When the Employer determines that an alleged offense is of such a nature that immediate action is required, the Employer may place the employee on administrative leave with pay pending the outcome of the disciplinary investigation.

21.05 If a bargaining unit employee is required to undergo a polygraph examination, all questioning shall be narrowly limited to current investigation. Whenever the Employer requires an employee to undergo a polygraph examination, the Employer shall give the employee his Garrity rights in writing.

ARTICLE 22 - SUBCONTRACTING

If the Employer intends to contract out work that is normally performed by bargaining unit employees, it shall notify the Union at least forty-five (45) days in advance. Upon request, the Employer shall meet with the Union to discuss the issues relating to such a decision.

During this 45 day period, the Union may present evidence and documentation supporting its claim that the bargaining unit employees can continue to perform the work in a more economical manner than the proposed subcontractor.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 Process

- A. A grievance is defined as an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances.
- B. Grievances may be processed by the Union on the behalf of a group of employees. If a group grievance is filed, the affected employees shall be listed in the grievance.
- C. The word "day," as used in this Article, means calendar day and days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next business day.
- D. Grievances shall be presented on forms mutually agreed upon by the Employer and the Union. Grievances shall contain the following:
 - 1. Aggrieved employee's name and signature;
 - 2. Date grievance was first discussed;
 - 3. Name of supervisor with whom grievance was discussed;
 - 4. Date grievance was filed in writing;
 - 5. Date and time grievance occurred;
 - 6. Description of incident giving rise to the grievance;
 - 7. Articles and Sections of the Agreement violated; and
 - 8. Desired remedy to resolve grievance.

The Employer shall furnish grievance forms in sufficient quantity to the Union.

- E. It is the goal of the Employer and the Union to resolve grievances at the earliest possible time and the lowest level of the grievance procedure.
- F. Oral and written reprimands are only grievable through step two (2). However, if an oral or written reprimand are used to support subsequent discipline, an arbitrator may consider evidence regarding the merits of the oral or written reprimand.

23.02 Grievance Steps

Certain issues which by their nature cannot be settled at a preliminary step of the grievance procedure shall be filed at the appropriate level.

Step One (1) - Immediate Supervisor

The grievant and/or the Union shall raise the grievance with the grievant's immediate supervisor who is outside the bargaining unit. Grievances must be presented within ten (10) days of the occurrence giving rise to the grievance. The immediate supervisor shall respond in writing within five (5) days of the presentation of the grievance.

Step Two (2) - Executive Director

If the grievance is not settled at step one, the grievance shall be presented to the Executive Director within five (5) days of the Step 1 answer. The Executive Director or his designee, upon receipt of the grievance, shall schedule a meeting with the Union and the grievant, to be held within seven (7) days to discuss the grievance. The Executive Director or his designee shall issue a written response within seven (7) days after the meeting is held and provide a copy of the response to the Union and the grievant.

Step Three (3) - Arbitration

If the grievance is not resolved at Step 3, the Union may appeal the grievance to arbitration within thirty (30) days of its receipt of the Step 2 or the date the response was due. The parties shall mutually agree upon an arbitrator. If the parties cannot agree to the arbitrator, then they shall secure a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services and use the alternate strike method to determine the arbitrator. The grievant and the Union steward will not lose any straight-time pay while attending arbitration proceedings.

23.03 Procedures in Arbitration

- A. The Arbitrator's decisions shall strictly be limited to the interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify, add to, subtract from, alter, or amend the terms of this Agreement. The Arbitrator shall be expressly confined to the issues submitted for arbitration and shall have no authority to determine any other issues not submitted.
- B. The question of arbitrability of a grievance may be raised by either party before arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Services, except as modified by the provisions of this Agreement. The Arbitrator shall conduct a fair and impartial hearing concerning the

grievance, hearing and recording testimony from both parties. The Arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the Arbitrator is empowered to rule hereunder has been referred to the Arbitrator, such dispute may be withdrawn by either party.

- D. The decision of the Arbitrator in all matters shall be final and binding. The Arbitrator shall be requested to issue the Arbitrator's decision within thirty (30) days after the conclusion of testimony and argument.
- E. The costs of the services of the Arbitrator, the costs of any proofs produced at the direction of the Arbitrator, and the hearing room, if any, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne 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.

ARTICLE 24 - LEAVES OF ABSENCE

24.01 Bereavement Leave

An employee will be entitled to three (3) consecutive days of bereavement leave in the event of the death of his/her immediate family member. Immediate family shall be defined as the employee's spouse, child, mother, father, step-parent, brother, sister, step-child, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law or father-in-law. Employees may use one (1) day of sick leave for spouse' grandparent.

24.02 Military Leave

A military leave of absence shall be granted for military duty in accordance with Federal and State law.

24.03 Court Pay

An employee called for jury duty or subpoenaed as a witness shall receive their regular pay for time spent on jury duty or witness duty. Any compensation the Employee receives from the court shall be turned over to the Employer.

Employees who are required to appear in Court on a personal matter shall not be entitled to such pay. These employees must use vacation leave or request a leave without pay.

24.04 Family and Medical Leave Act

The Employer will comply with all provisions of the Family and Medical Leave Act. For any leave, which qualifies under the FMLA, the Employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

24.05 Witness Duty

Employees subpoenaed to proceedings on behalf of the Employer shall be granted leave with pay at regular rate, plus travel time and mileage at fifty cents (\$.50) with minimum of two (2) hours pay.

ARTICLE 25 - WAGES

25.01

Corrections Officers and Transportation Officers:

July 1, 2014

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$15.04	\$15.65	\$16.31	\$17.12	\$18.04

Effective July 1, 2015, the following wage scale will take effect:

July 1, 2015 (Step increases at 2.5%)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$15.42	\$16.04	\$16.72	\$17.55	\$18.49

Effective July 1, 2016, the following wage scale will take effect:

July 1, 2016 (Step increases at 2.5%)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$15.80	\$16.44	\$17.14	\$17.99	\$18.95

Effective July 1, 2017, the following wage scale will take effect:

July 1, 2017 (Step increases at 2.5%)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$16.20	\$16.85	\$17.56	\$18.44	\$19.43

Step 1 shall be the entry level wage rate. Employees shall move to subsequent steps on their anniversary date with the Employer.

<u>Sergeants:</u>	July 1, 2014	\$20.37 (2.5% Wage Increase)
	July 1, 2015	\$20.88 (2.5% Wage increase)

July 1, 2016	\$21.40 (2.5% Wage increase)
July 1, 2017	\$21.94 (2.5% Wage increase)

25.02 Longevity Pay

Upon completion of five years of service, bargaining unit employees shall receive an annual payment of \$60.00 for each completed year of service up to a maximum of twenty years of service. The payment shall be made no later than the last pay period in November of each year and shall be based on the employee's service on October 15. Such shall be paid by separate check.

25.03 Temporary Working Level Pay for Officer In Charge

The Employer may temporarily assign an employee to replace an absent supervisor or to fill a vacant supervisor position during the posting and selection process. The temporary assignment shall not exceed one hundred twenty (120) days unless mutually agreed to by the parties. Effective July 1, 2015, the employee serving as officer-in-charge shall be paid an additional \$1.50 added to their hourly rate for all hours worked as officer-in-charge.

ARTICLE 26 - PROMOTIONS

26.01 Vacancies

When a vacancy exists in the position of sergeant and the Employer intends to fill the vacancy, the procedures set forth in this Article shall be utilized. This Article shall also be used in the event the Employer creates new positions in the rank of sergeant.

26.02 Posting

When the Employer intends to fill a vacancy, the Employer shall post a notice of the vacancy for seven (7) calendar days. Employees with at least one year of service in the positions of Corrections Officer or Transportation Officer may apply for the vacant position. The Employer shall consider all employees who timely apply and meet the minimum qualifications.

26.03 Criteria

The Employer shall interview at a minimum, the three (3) most qualified applicant(s) for the position based on the following criteria:

- A. Relevant Education
- B. Seniority
- C. Job Performance

After reviewing the above criteria, the Employer shall select the top candidates who will participate in oral interviews. The executive director, assistant director, and one lieutenant shall conduct the interviews. The top performer as determined by the interview team will be awarded

the promotion. If, after the interviews, the candidates are determined to have tied, the above list will be utilized as a tiebreaker. If no staff members apply during the seven (7) calendar day posting period, the employer may fill the position by appointment through internal measures or through posting the position externally. If the position is posted for external applicants, current employees will be eligible to apply, but the screening process above may not guarantee an interview.

ARTICLE 27- WORK RULES

The Employer may promulgate work rules and directives not inconsistent with this Agreement. The Employer shall provide the Union with a copy of new work rules prior to implementation. The Union shall be given an opportunity to discuss such work rules and directives with the Employer. No past practices or precedents shall be considered as binding under this Agreement.

ARTICLE 28 - PERSONAL LEAVE

Bargaining unit employees shall be entitled to two (2) personal days per year. Personal leave cannot be taken on a holiday. Employees must request personal leave at least twenty-four (24) hours in advance. Such request shall not be unreasonably denied. Unused personal leave days cannot be carried over to subsequent years and are not subject to payment.

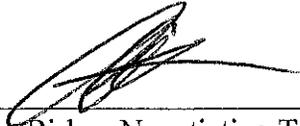
ARTICLE 29 – DURATION

This agreement, upon ratification, shall take effect July 1, 2015 and shall terminate June 30, 2018.

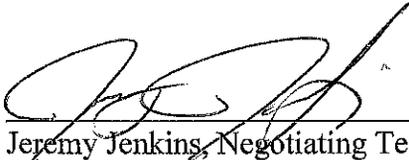
FOR OPBA:



Mark Volcheck, OPBA Counsel

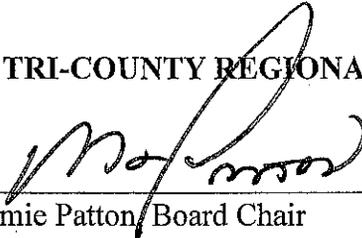


Amber Birko, Negotiating Team

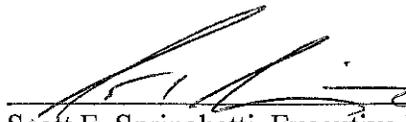


Jeremy Jenkins, Negotiating Team

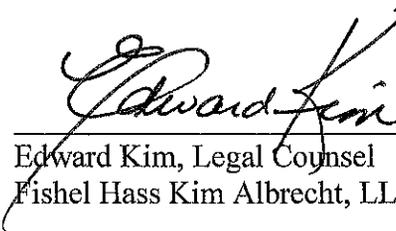
FOR TRI-COUNTY REGIONAL JAIL:



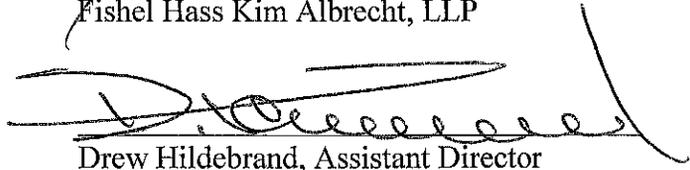
M. Jamie Patton, Board Chair



Scott E. Springhetti, Executive Director



Edward Kim, Legal Counsel
Fishel Hass Kim Albrecht, LLP



Drew Hildebrand, Assistant Director