

COLLECTIVE BARGAINING AGREEMENT

For

CORRECTIONAL OFFICERS

Between

COUNTY OF BEAVER

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 585  
AFL-CIO-CLC

For The Period

January 1, 2007

Through

December 31, 2010

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## ARTICLE I

### RECOGNITION

#### 1.1 Correction Officers

The Commissioners of Beaver County, managerial representatives of County employers, (called "County" herein), recognize the Service Employees International Union, Local 668, (called "Union" hereinafter) as the sole and exclusive bargaining representative for nonprofessional employees, (called "Employees" herein), employed at the Beaver County Jail, excluding first-level supervisors, supervisors, managerial employees, confidential employees and guards as defined in the Public Employee Relations Act.

#### 1.2 Union Recognition Limitation

The recognition of the Union, as the sole and exclusive bargaining representative, does not extend to the following classes of nonprofessional employees within the following grantor-grantee relationship:

- a) Persons hired for a definite period of time, of less than twelve (12) consecutive calendar months, with no reasonable expectation of extended employment beyond the initial hiring period;
- b) Persons hired for a definite project, with a known termination date within twelve (12) months from the date of hiring.

#### 1.3 Union Recognition Exclusions

The recognition of the Union as the sole and exclusive bargaining representative specifically excluding the following classes of professional and nonprofessional employees:

- a) Supervisors, managerial and confidential employees, and guards, as defined in the Public Employee Relations Act, No. 195 of 1970, 43 P.S. 1101.101 *et seq.*
- b) Temporary, seasonal, or irregular employees, such as the licensing employees in the Treasurer's office or those in the Election department during primary and general elections.

## 1.4 Definitions

- a) Full-time Employee – A person who is on a regular basis scheduled for more than thirty-two (32) hours in a work week, exclusive of lunch time, provided that the employee has successfully completed the probationary period prescribed in this agreement and that this is his primary place of employment.
- b) Regular Part-time Employee – A person who on a regular basis, works less than Thirty-three (33) hours in a work week, exclusive of lunch time.

## ARTICLE II

### MANAGEMENT RIGHTS

#### 2.1 Management Rights Defined

The employer shall exercise its management rights, without restriction, except for those specific restrictions imposed by this Agreement. Management rights shall be defined as being matters of inherent managerial policy which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Beaver County agrees that it shall not seek to privatize or outsource any of the bargaining unit positions for the duration of the collective bargaining agreement.

#### 2.2 Staffing

It is agreed that, for the duration of this Agreement and as long as D Pod remains in operation, an authorized complement of 50 full time Correctional Officers, supplemented as necessary by part time employees, is adequate to staff the facility. It is agreed that while D Pod is operational, a minimum staffing level of 15 Correctional Officers on day shift, 15 on afternoon shift, and 13 on night shift is desirable, and shall be maintained under ordinary operating conditions, subject to Section 5.8(A)'s provisions on scheduling. This minimum manning provision shall not apply to absences attributable to Time Off for Union Business.

The County agrees that for calendar year 2007, the complement of full-time Correctional Officers will be 52 unless that number is reduced to 50 through attrition. Should any of the 3 full-time Correctional Officers currently off of work on workers' compensation return to active employment during 2007, the most junior full time employee will be reduced to part time status in order to maintain an active complement of 52.

Effective January 1, 2008, the complement of full-time Correctional Officers will reduce to 50 if that number has not already been achieved.

#### 2.3 County's Right of Staffing

Except as otherwise set forth in this Agreement, the County shall continue to retain the right to determine staffing levels at the Jail and to adjust staffing levels to provide the level of service deemed by it to be necessary.

## ARTICLE III

### UNION RIGHTS

#### 3.1 Contract Distribution

The County agrees to distribute copies of the contract, to all new employees, and inform them of the Union's designation as the exclusive bargaining agent for wages, benefits, hours and other terms and conditions of employment.

#### 3.2 Union Employee Access

The County agrees to permit the Union to have access to the members of the bargaining unit when the Union official indicates his presence to the Employee Relations Department and the Union contract does not result in an interruption of work. The Union will be permitted to utilize space on One (1) bulletin board in the County Jail.

#### 3.3 Union Use of Facilities

The Union shall be permitted the use of courtroom facilities, for Union meetings, by request to the Court Administrator. The Administrator shall receive the request, in writing, at least Five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

#### 3.4 Union Information

The County will supply non-confidential information to the Union for the purposes of allowing it to bargain collectively and handle grievances and arbitration matters.

#### 3.5 Employee Stewards

Stewards, (not more than Three (3) in number), shall be permitted to investigate, present and process grievances, on or off the property of the employer, without loss of time or pay, provided the permission of the County Contract Administrator is first received. This permission shall not be withheld provided the steward submits legitimate reasons for the necessity of such action.

#### 3.6 COPE Payroll Deduction

Employees may authorize, in writing, a voluntary contribution to the Committee on Political Education (C.O.P.E. Fund). Such authorization may voluntarily be revoked, at any time, by the employee. An employee's contribution to this fund, revocation of such contribution or non-contribution, shall not be a condition of employment.

#### 3.7 Time Off For Union Business

During the term of this Agreement, the County agrees to permit employees designated by the Union to take time off with pay for Union business, subject to the following conditions:

- (a) No more than four (4) days per year (32 hours), will be paid. Such days may be consecutive.

- (b) The Union must identify in writing to the Warden and to the County Employee Relations Director at least one (1) week in advance of the requested date(s) the employees it designates to be relieved from duty for Union business. Employees so designated shall be paid by the County their straight time earnings, not to exceed eight (8) hours per day, for the period of absence. The time so paid shall not be considered as time worked for purposes of calculating overtime pay.
- (c) The County shall not be required to replace on the schedule any employee so designated by Union. In the even the County determines to replace the employee, it is agreed that part-time employees may be utilized to fill the vacancy. In no event will the County be required to incur an overtime obligation to replace the designated employee.
- (d) The parties agree to review the practice of granting paid time off for Union business as needed to ensure that the operational needs of the Jail are adequately met. In the event there is abuse of the practice by the Union and/or employees, the County may discontinue the practice, subject to the provisions of the Grievance procedure.

## ARTICLE IV

### UNION SECURITY

#### 4.1 Employee Union Membership

All employees, who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in the Union in good standing for the duration of the Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice to the County by the Union to such effect, obligate the Employee to discharge such person.

#### 4.2 Employee Union Removal

Employees who are, or who may become members of the Union, may resign from the Union during the period of Fifteen (15) days prior to the expiration of this Agreement, in accordance with the provisions of the Public Employee Relations Act.

#### 4.3 Dues Deduction

The County agrees to deduct monthly union dues, and/or uniform assessments of the local Union from the first pay each month of any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made. An employee shall have the right to revoke such authorization by giving written notice to the County and Union during the period of Fifteen (15) days prior to the expiration of this Agreement.

#### 4.4 Fair Share

Fair share shall be paid by any unit employee who does not join the Union. Administration of this Section shall be in conformance with Pennsylvania law.

#### 4.5 Hold Harmless

The Union shall defend and hold the County and its representatives harmless from any and all claims or litigation of any kind arising out of any action or inaction by the County or any County representative to comply with the provisions of this Article.

## ARTICLE V

### SCHEDULING AND OVERTIME

#### 5.1 (a) Multi-shift

The regular work day shall consist of Eight (8) consecutive hours. Practices concerning lunch and breaks shall continue.

#### 5.1 (b) Schedule

The normal work week shall consist of five (5) consecutive work days with two (2) scheduled days off. Shifts shall be eight (8) hours. Starting and quitting times shall be determined by Management in accordance with the needs of the facility. Shifts shall be posted and filled by seniority. If the starting or quitting time of a shift is changed by two or more hours from the times listed on the bid, the shifts shall be rebid.

#### 5.1 (c) No Pyramiding Overtime

Employees on multi-shift operations shall receive Time and One-half (1½) for all hours worked in excess of the normal Eight (8) hours per day or Forty (40) hours per week. There shall be no pyramiding of overtime.

#### 5.2 Work Week Start Up

The work week shall begin 12:01 a.m. Sunday morning, or the shift changing time closest thereto.

#### 5.3 Call Out

Any employee who is called out to work, or who is called back to work after completing his regular day's work, shall be guaranteed Four (4) hours pay at the appropriate rate.

#### 5.4 No Overtime Refusal

No employee shall be justified or warranted, without valid reason, to refuse overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of any emergency that reasonably necessitated the doing of such overtime work.

The County shall supply to the Union, on a routine basis, the overtime hours worked by employees in the offices or administrative units requested. The County shall endeavor to distribute overtime, as equitably as possible, taking into consideration the circumstances of the case.

#### 5.5 Coffee Break

Each employee is entitled to a Fifteen (15) minute break during each one-half (½) work shift.

#### 5.6 Overtime

If overtime is necessary to fill a vacancy, it shall be offered first to part-time employees on the basis of seniority. If no part-time employee accepts the overtime opportunity, it will be offered to full-time employees on the basis of seniority. If the overtime opportunity remains unfilled, the junior part-time employee on the shift shall be required to work the mandatory overtime turn. If no part-time employees are working, then the junior full-time employee on the shift will be mandated to work the overtime turn. No employee shall be required to work mandatory overtime on three (3) consecutive days. In cases where mandatory overtime is required, and the junior employee has already worked two consecutive days, the next junior employee will be required to work if the junior employee declines the opportunity. Mandatory overtime shifts shall be paid at double time.

Management retains its discretion to fill vacancies on overtime.

## 5.7 Trade

Correctional Officers shall be permitted to trade work shifts they have bid with prior notice and approval of the Warden, Chief of Security, or his designee provided no overtime pay obligation arises as a result of the trade, and subject to the following conditions:

1. Both full-time and part-time officers are permitted to trade with each other subject to approval by management.
2. Request for trades must be submitted in writing (BCJ FORM) to the Warden or his designee for approval at least 24 hours prior to the first affected shift.

The written request must be signed by both employees involved in the trade. The employee shall be notified by the Warden or his designee of the approval or disapproval of the trade request.

3. Upon trading shifts, both Officers will assume the lowest full-time/part-time position respectively on the trade shift.
4. It will be management's responsibility to notify shift commanders of the shift trades to maintain crew manning and schedule changes. Shift trades must be completed within the same pay period.
5. Correctional Officers desiring to trade on weekends must provide the written request for trade to the Warden or his designee at least 24 hours in advance of the first shift affected and no later than twelve noon on the Thursday before the trade.
6. If an employee agrees to a shift trade, it will be his/her responsibility to fulfill the trade obligation. Violation of the agreement by either party would put the violator of the agreement into jeopardy of loss of trading privileges. Management shall not be obligated to approve elective leave time, such as vacation, personal, or stress days for employees on days when they have accepted a trade. In the event an employee fails to report to work for a shift trade, management shall retain the sole right and discretion to fill the shift with a full-time or part-time officer.

7. Hours worked pursuant to a trade shall not count towards the calculation of overtime pay under this Agreement or in any other manner.
8. Violation of the TRADING OF SHIFTS POLICY or abuse of trading may result in the loss of trading privileges of that individual. If abuse has been determined by Management, the individual will automatically forfeit three (3) months of trading privileges. Continued abuse of the trading policy will result in progressive disciplinary action by management.
9. The employees involved in a trade will be compensated for shift differential as it applies for shifts actually worked by an employee.
10. An employee under this agreement may request only one trade per a two week pay period, and not be involved in more than two trades within the same two week pay period.
11. EMERGENCY TRADE – an employee may be awarded an Emergency Trade subject to the approval of the Warden only if it is his understanding that a valid reason exists to do so.

#### 5.8 Bidding of Shifts and Job Selection on Shifts

- A. Bid sheets for shifts and days off will be posted for the first two weeks of December in each year. Full-time employees may select from the posted shifts and days off in seniority order. The schedules thus selected will be effective commencing the first full schedule in the following January.

The current practice of maintaining five (5) Monday – Friday 7-3 turns, at least two (2) Monday-Friday 3-11 turns, and at least two (2) Monday-Friday 11-7 turns shall be amended to provide a total of no more than three (3) Monday-Friday turns on each of the respective shifts for the duration of this Agreement. The County and the Union agree to meet and negotiate any scheduled changes.

- B. The current practice of job selection for full-time officers on shifts shall be made each day in order of seniority. It is further agreed that assignment to Central Control, Booking and A-Pod Intake Unit require a full-time Officer, schedule permitting. In the event no full-time officer selects such assignment, the least senior full-time officer on the shift shall be assigned to the job. C. Part-time Officers shall be assigned job selection at the discretion of the Shift Supervisor from the remaining assignments after all-full time Officers have chosen their position for the shift.

Officers reporting later than five (5) minutes before the start of the shift, or who have been called out for overtime, or who have traded shifts, will pick assignments last.

## ARTICLE VI

### SENIORITY

#### 6.1 Seniority Defined

Seniority is defined herein as the length of continuous service an employee has with the County: (a) as the total County service; (b) as time employed as a Correctional Officer at the Beaver County Jail. Seniority shall be accumulated during absences due to illness, layoff, or in accordance with other provisions of this Agreement.

## 6.2 Promotional Vacancies

If a full-time Correctional Officer position becomes available, it will be offered to the most senior part-time employee.

## 6.3 Reductions in Force

Correctional Officers shall be reduced in reverse seniority order. If reductions occur, schedules shall be rebid among those remaining.

## 6.5 Recall

Recalls from layoffs shall occur in reverse of the order in which layoffs occurred.

## 6.5 Seniority Broken

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns, or retires;
2. An employee is discharged for cause;
3. An employee who is laid off for a period in excess of Twenty-four (24) consecutive months or a period equal to the amount of active employment of the employee, whichever is lesser, unless the employee is on sick leave due to an on the job injury.

## 6.6 Vacation Calculation

For purposes of computing vacation entitlement, each employee shall be permitted to count all years of continuous service with the County.

## 6.7 Part-time Seniority

For the purpose of this Article, regular part-time employees shall receive One (1) year continuous service credit for each Two (2) years of part-time service during which an employee works at least 600 hours a year.

## 6.8 Probationary Employees

All new employees shall be considered probationary employees for a period of One Hundred Twenty (120) working days from the beginning of their employment. During the first thirty (30) calendar days of employment, probationary employees shall have no seniority and no right to holiday pay or insurance benefits, but shall be bound by all of the other provisions of the Agreement. Upon completion of the first thirty (30) calendar days of employment, a probationary employee shall be entitled to such benefits as are provided for in this Agreement. A probationary employee may be summarily dismissed within said One

Hundred Twenty (120) working day period, at the sole discretion of the County. If such employee is retained beyond this One Hundred Twenty (120) day probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date he began work, and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment. A part time employee may be scheduled for forty (40) hours during his probationary training period for purposes of initial training without affecting his part time status.

#### 6.9 Union Membership Records

This County agrees to supply the Union within Two (2) weeks after execution of the Agreement with a list containing the names and addresses of all employees covered by this Agreement, with their length of service with the County, and with the job classification in which they are employed in job classification order. Such list shall be kept up to date, by notice to the Union, of all employees who are listed, laid off, discharged, hired or rehired.

### ARTICLE VII

#### GRIEVANCE PROCEDURE

#### 7.1 Dispute Jurisdiction

All disputes between the Employer and the Union, or between the Employer and any of its employees relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure:

STEP ONE: All grievance must be initiated within Five (5) working days of the alleged occurrence. It shall first be discussed orally, by the grievant and/or his steward and the employee's immediate supervisor. The supervisor must give his/her answer within Three (3) working days of such meeting.

STEP TWO: If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance, in writing, and give or send a copy of the same to the appropriate personnel director and the Union within Five (5) working days after receipt of the Step One answer. The Employee Relations Director and one of the Union officers and/or business agents, or stewards, shall meet in an attempt to settle the dispute. A written answer must be given by the Employer within Three (3) working days after such meeting.

STEP THREE: If the grievance is not settled in Step Two, the Union's full-time officer and/or business agent and the Employee Relations Director shall meet and attempt to settle the grievance within Five (5) working days after receipt of the Step Two answer. A written answer must be given by the Employer within Three (3) working days after such meeting.

STEP FOUR: In the event no agreement is reached at Step Three, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within Five (5) working days after receipt of the Step Three answer. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within Five (5) working days after notice of appeal to arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within Five (5) working days, then the Employer and the Union shall request the Pennsylvania Bureau of Mediation to submit a panel of Seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator from such list until but One (1) name remains. The Employer shall strike the first name.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify its terms.

The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

## ARTICLE VIII

### LABOR-MANAGEMENT COMMITTEES

#### 8.1 Management - Union Meeting Limits

A committee, composed of representatives of the Union and the County, shall meet monthly to resolve problems dealing with the implementation of this Agreement and to discuss other problems that are legitimate meet-and-discuss items as defined in Act 195.

#### 8.2 Management - Union Meetings Limits

Members of the bargaining unit who serve as Union representatives, shall participate in activities under this Article, without loss of pay, if the meetings are held during working hours. All meetings will be scheduled by mutual agreement of the parties.

#### 8.3 Education Committee

There shall be an Education Committee composed of Two (2) representatives of the County and Two (2) representatives of the Union, which shall administer an education fund for employees covered by this contract and the employee of the Court House unit, SEIU Local #585. The County shall make available to this fund an amount not to exceed \$6,500.00. The purpose of this fund shall be to pay tuition, fees or other charges for courses, seminars or similar activities, which are related to an employee's job duties at the County, and are intended to maintain or improve skills of all occupations which are SEIU unit eligible.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

#### 9.1 Membership Update on Union Employee Records

The County agrees to provide the Union with a regular monthly notice of all new appointments (and their addresses), promotions, resignations and retirements affecting employees within the bargaining unit.

#### 9.2 Safety Clause

No employee shall be required to work under conditions that are unsafe or hazardous; however, it is agreed that all employees shall perform the work first and then grieve the determination of "unsafe or hazardous" conditions, unless there is a clear and present threat to the employee's safety.

### 9.3 Pension Meetings

The Union shall notify the County of the employee selected to observe meetings concerning the pension system and to receive reports concerning same. The designated representative will be permitted to attend the Pension Board meeting as long as it does not interfere with the representative's work schedule.

### 9.4 Part-time Benefits

Regular part-time employees who are eligible will receive no fringe benefits other than prorated vacation and sick leave.

### 9.5 New Hires

New hires will be supervised by a full-time employee with at least Two (2) years experience for Twenty-four (24) working hours before being permitted to work unsupervised. The parties will meet and discuss the supervision of the new hires prior to the opening of the new jail.

### 9.6 Bargaining Unit Positions

The Chief Steward and the Union shall be provided written notice of any employee leaving the bargaining unit. Employees leaving the bargaining unit for a promotional opportunity may return to the bargaining unit within Thirty (30) calendar days with no loss of seniority. In the interim, the vacancy may be filled by a part-time employee, and the vacancy will be posted no later than Fifteen (15) calendar days after the vacancy occurs and filled within 30 days. An employee who leaves a bargaining unit in excess of Thirty (30) calendar days shall have no right to return to the bargaining unit position.

### 9.7 Temporary Promotion To Full-Time Status

Part time officers may be moved temporarily to full time status when full time vacancies are created by extended absence due to illness or injury, subject to the following conditions:

- (1) Temporary full time openings caused by extended absence due to illness or injury shall be posted for bid by part time employees. The most senior part time employee bidding on the opening shall be offered the position.
- (2) The successful bidder shall fill the vacancy until such time as the full time officer returns to work. During this period, the part time officer shall earn seniority at the full time rate, and will receive all benefits of a full time employee.
- (3) Upon return of the full time officer from extended absence, part time officers filling the vacancy shall be returned to part time status. Full time benefits will cease at that point.
- (4) Open shifts created as a result of the extended absence of a full time employee will be bid temporarily to accommodate the temporary move up of part time employees.

## ARTICLE X

### DISCIPLINARY ACTION

#### 10.1 Employee Discipline

The Employer shall not suspend, discharge, or take any disciplinary action against the employee without just and reasonable cause. If practicable, the Union and the Employee shall be notified and the reasons for the discipline provided in writing to the Union and the Employee prior to the imposition of any suspension, discharge, or other disciplinary action.

## ACTION XI

### EVALUATION AND PERSONNEL FOLDERS

#### 11.1 Personnel File Access

Employees within the bargaining unit will have the right upon request to review the contents of their personnel file. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become a part of his personnel file.

#### 11.2 Personnel File Maintenance

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. He may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read the material and does not indicate agreement with its contents. The reading and acknowledgement of such material shall take place in the presence of the Employee Relations Director or his designee. The Employee shall have the right to answer any material so filed and his answer will become a part of his personnel file.

## ARTICLE XII

### COMPENSATION

#### 12.1 Salary Ranges

Employees shall be paid in accordance with the appendix, which is Attachment 1  
Wages for all employees shall be frozen for calendar years 2007 and 2008.

#### 12.2 Part-time Employees

Current part-time employees shall receive \$12.13 per hour for the duration of this agreement  
Any part-time employee hired after January 1, 2007 shall be paid \$10.00 per hour for the duration of this agreement.

### 12.3 Longevity

Longevity shall be provided for employees with more than Eight (8) years of service effective August 10, 1994, with those employees receiving Twenty-five cents (\$0.25) an hour after Eight (8) years. In addition, employees with more than Sixteen (16) years of service after August 10, 1994 shall receive Twenty-five cents (\$0.25) an hour for the first Eight (8) years and Twenty-five cents (\$0.25) an hour after Sixteen (16) years, or a total of Fifty cents (\$0.50) an hour.

### 12.4 Pay Periods

Pay periods shall be bi-weekly.

### 12.5 Court Appearance Pay

If an employee is subpoenaed for a job-related court appearance during off-duty time, the employee shall be compensated at straight time rates or overtime rates if applicable for the actual time spent at the Court House during off-duty hours. Minimum call out or reporting pay provisions are not applicable. This provision is effective from July 27, 1984.

### 12.6 Uniform Allowance

Uniforms for corrections officers shall be provided by the County as set forth in Attachment #3. Officers are not required to submit used item for replacement. Officers will be required to use County approved vendor.

There will be no uniform allowance for the period of January 1, 2007 to December 31, 2007. The yearly \$300 uniform allowance will resume January 1, 2008.

## ARTICLE XIII

### JOB DESCRIPTION AND CLASSIFICATION PROGRAM

#### 13.1 New Job Description and Classification Program

- (1) Employees who feel that their position has been substantially changed may request reclassification from the Director, Employee Relations.
- (2) The Director shall cause a Position Description Questionnaire (PDQ) to be completed for the position in question.
- (3) The PDQ shall be submitted to DMG Maximus for evaluation and rating in accordance with its usual methodology.
- (4) If DMG determines that the position should be reclassified, the County shall implement the recommendation. If DMG determines that the position is properly classified, the employee may grieve the determination. At all times the employee and/or Union shall bear the burden of demonstrating the inaccuracy of DMG's evaluation.

ARTICLE XIV

SHIFT DIFFERENTIAL

14.1 Afternoon Shift Differential

In addition to their regular wages, all employees shall receive a shift differential of Forty-five cents (\$0.45) per hour for all hours worked on their shift, provided they work Fifty percent (50%) or more of their hours between 3:00 p.m. and 11:00 p.m.

14.2 Night Shift Differential

In addition to their regular wages, all employees shall receive a shift differential of Forty-five cents (\$0.45) per hour for all hours worked on the shift, provided they work Fifty percent (50%) or more of their hours between 11:00 p.m. and 7:00 a.m.

14.3 Rescheduling Shifts

The County shall not reschedule shift times for the purpose of avoiding the intent of this Article.

ARTICLE XV

EXPENSES

15.1 Mileage Allowance

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

15.2 Meal Allowance

Reimbursement for meals shall be at the rate of Four dollars (\$4.00) per meal for meals which, of necessity, must be taken away from the County's place of business and occur outside of the employee's regular work shift.

ARTICLE XVI

HOLIDAYS

16.1 Holidays Recognized

The following days shall be recognized as paid holidays for all employees:

New Year's Day	Labor Day
MLK Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day Day	After Thanksgiving
Independence Day	Christmas Day

16.2 Holiday pay

If an employee works on any one of the days set forth in Section 16.1, he shall receive this holiday pay, plus Time and One-half (1½) for all hours worked.

### 16.3 Holidays and Schedules

All regular full-time employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operation requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall, at his option, be allowed another day off, as schedules will permit, or be compensated at the rate of Time and One-half (1½) of the regular hourly rate, plus holiday pay.

### 16.4 Holiday Credits

Any employee on sick leave or vacation, who would otherwise be entitled to a paid holiday, shall not have the holiday charged against his sick leave or vacation credit.

### 16.5 Holiday Absences

Employees must work as scheduled before and after a holiday to receive holiday pay. However, should an employee believe he is legitimately ill on such day, it will be subject to meet and discuss, and if no resolution is made, it will be subject to the grievance procedure.

### 16.6 Holiday Determination

Holidays will be observed on the date of the actual holiday.

### 16.7 Holiday Pay Conditions

Any employee who calls off on a holiday forfeits his holiday pay. Any employee who works a double on a holiday will receive two (2) holiday premiums in addition to the applicable rate of pay for such hours worked.

Part time employees will receive time and one half (1½) for hours worked on a holiday.

## ARTICLE XVII

### VACATIONS

### 17.1 Vacation Ranges

All employees hired on or before January 1, 1984 shall be entitled to or otherwise be in compensable status to receive, the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
0-12 months	1 week
2-5 years	3 weeks
5+ years	4 weeks

### 17.2 Vacation Earned

Vacation entitlement is based on continuous service with the County and is earned as of the employee's anniversary date. Vacations are considered earned as of January 1 of each calendar year. However, if the employee ceases employment in a year in which additional vacation is earned and terminates employment prior to the anniversary date, then, if the additional vacation has been used, the employee shall reimburse the County for the unearned vacation.

### 17.3 Vacation Scheduling

The employee must pick their vacation for the following year by February 1. Employees who do not pick their vacation by ~~April~~ February 1 will be permitted to pick vacations on a first come, first served basis, provided that this vacation does not interfere or limit the departmental needs, with Seniority as the tie breaker in case of disputes between employees. County will notify employees by ~~May~~ March 1 each year if the employee's requested vacation time has been granted.

### 17.4 Vacation Credit

If a holiday occurs during an employee's vacation period, such employee, at his option, shall be either entitled to an additional day's pay in addition to his regular vacation pay, or to an additional day off, with pay, at a time mutually agreeable between the County and the employee.

### 17.5 Employee's Notice of Termination

Employees must work out a Two (2) week termination notice or forfeit accrued vacation.

## ARTICLE XVIII

### JURY DUTY

#### 18.1 Jury Duty Compensation

Any employee who has been called to jury duty shall be compensated, by the Employer, the amount of money necessary to equal the difference between the employee's regular pay and the compensation received for jury duty. If an employee serves on jury for Five (5) days, Monday through Friday of such week, he shall receive the overtime rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a jury notice of summons and the amount of pay received for such service.

#### 18.2 Jury Duty Notification

When an employee receives notice that he is to report for jury duty, he shall notify the Warden or his designee immediately after the employee receives notice.

#### 18.3 Jury Duty Status

An employee on jury duty shall be considered the same as being at work.

## ARTICLE XIX

### BEREAVEMENT LEAVE

### 19.1 Days Permitted

In case of death in the immediate family, three (3) days, with pay, will be granted to employees at straight time rate. Immediate family is defined as husband, wife, children, parents, brother, sister, grandmother, grandfather, grandchildren, parent-in-law, brother-in-law, sister-in-law, step-parents and step-children.

### 19.2 Near Relative

In the event of death of other near relatives or persons living in the employee's household, one (1) day off, with pay, at straight time rate, will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's regular scheduled work day. Near relative is defined as an individual related by blood or marriage to the employee.

### 19.3 Bereavement Travel

Additional time may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above, upon application by the employee to the Warden.

## ARTICLE XX SEVERANCE NOTICE GUARANTEE

### 20.1 Termination Notice

The Union and all employees affected shall receive Thirty (30) days calendar notice of termination or layoff. If such notice is not provided, the employee shall receive Four (4) weeks pay in lieu of the notice.

## ARTICLE XXI

### SICK PAY

### 21.1 Sick Pay Computation

Effective January 1, 2007, the sick pay computation will be changed to provide nine (9) sick days per year. In subsequent years, sick time shall be accrued at 2.76 hours per pay period. Sick time can be carried forward from year to year. Employer will purchase unused sick days at 50% of base rate upon retirement.

### 21.2 Absence Control Program

The parties agree that the County shall install an absence control program with the purpose of reducing unwarranted absences. The Beaver County Absence Control Program is attached to this Agreement.

### 21.3 Employee Examinations

If, in the judgment of the County, an employee does not appear able physically to perform the duties of his occupation, the County may have the employee examined to determine if the employee is able to continue in his occupation. The cost of the examination shall be borne by the County.

## ARTICLE XXII

### INSURANCE

#### 22.1 Hospitalization Plan

Effective January 1, 2007, or as soon as administratively practicable thereafter, the County shall provide hospitalization benefits through their "home host" model as provided to other County employees.

#### Section 22.2 Physician Services

Effective January 1, 2007, or as soon as administratively practicable thereafter, the County shall provide physician service benefits through Intergroup/Health Coalition Partners, or such other physician network as it shall determine.

Co-pays for physician services shall be \$10 for each primary care visit and \$15 for each specialist visit.

#### Section 22.3 Vision Care

The County shall provide vision benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

#### Section 22.4 Dental Care

The County shall provide dental benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

#### Section 22.5 Employee Benefit Coverage Contribution

Effective January 1, 2007 – December 31, 2008 each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute one percent (1%) of the base wage. Effective January 1, 2009 – December 31, 2010 each employee covered by the County's Benefit program for Hospitalization and Physician services shall contribute one and one-half percent (1.5%) of the base wage.

Employees absent for an extended period shall make arrangements with the County for payment of their coverage contribution. Coverage will be terminated if contribution is not made.

#### Section 22.6 Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from H.S.I. or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered

formulary as defined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$5	\$10
Preferred Brand	\$10	\$10
Non-preferred Brand	\$25	\$40

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

#### Section 22.7 – Life Insurance

- A. The County shall provide group term life insurance for regular full-time employees at the face amount of Thirty Thousand dollars (\$30,000.00).
- B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two Thousand Seven Hundred and Fifty dollars (\$2,750.00).

#### Section 22.8 – Sickness and Accident Insurance

- A. The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty-six per cent (66%) of gross pay or Three Hundred dollars (\$300.00) per week. Benefits shall be for twenty-six (26) weeks. Employees on FMLA will use sick day bank down to twenty (20) days.
- B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty-first (21st) day of absence due to an accident or illness.
- C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

Section 22.9 – The County may at any time during the term of this Agreement provide the benefits described herein with any other network and/or provider.

### ARTICLE XXIII

#### LEAVES OF ABSENCE

##### 23.1 Union Leaves

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to any employee designated by the Union to serve in any capacity on official Union business. Such employee shall maintain and accrue seniority during his entire leave of absence and shall have the right to return to the bargaining unit with full seniority. In the event that the leave of absence shall exceed One (1) month, the employee must make suitable arrangements for a contribution of health and welfare and pension payments with the County.

##### 23.2 Military Leave

Any employee entering military service shall have re-employment rights in accordance with the Federal and State statutes pertaining to such military service.

### 23.3 Parental Leave

Parental leave shall be granted at the request of an employee. Any disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or related sickness shall be treated as such under any and all terms and conditions of this Agreement including, but not limited to, insurance programs. Any and all written and/or unwritten employment policies and practices, including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement, payment under any medical or disability insurance or sick leave plan and any other benefits and/or privileges under this contract, shall be applied to disabilities caused or contributed to by pregnancy, miscarriages, abortion, without discrimination, as applied to all other sicknesses and disabilities. The County agrees that an employee may use up to four (4) weeks of accrued sick leave for the birth of a child or adoption, which shall be considered FMLA. (Family Medical Leave).

### 23.4 Sickness Leave

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to employees who are unable to work due to such employee's own non-occupational sickness or accident. The leave may extend up to a maximum of One (1) year, and may be for any shorter period which is mutually agreeable by the parties. Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's dental program, for a period of Six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

### 23.5 FMLA Provision

The attached FMLA Policy shall govern FMLA and contractual sickness leave.

## ARTICLE XXIV

### PERSONAL DAY

#### 24.1 Definition

Effective January 1, 2002, full time Correctional Officers only shall be entitled to three (3) Personal/Stress days each year. In order to use a Personal/Stress day, notice must be given to an appropriate supervisory employee no less than two (2) hours before the scheduled start of the shift. No more than two (2) employees shall be permitted to use Personal/Stress days on a single shift. In the event that more than two (2) employees request use of a Personal/Stress day on a single shift, the employees making the earliest requests shall be entitled to the days. Vacancies created by use of Personal/Stress days may be filled by use of part time employees without the requirement that a full time employee be offered an overtime turn.

## ARTICLE XXV

### NON-DISCRIMINATION

## 25.1 Non-Discrimination

No employee, or applicant for employment covered by this Agreement, shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, religious creed, color, marital status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

## 25.2 Political Discrimination

No employee shall be reduced in rank, terminated, laid off, or suffer a loss of any benefit of employment because of political activity or inactivity. All employees agree to carry out all policy decisions of Elected Officials as soon as such decisions are communicated to the employees.

# ARTICLE XXVI

## REASONABLE SUSPICION TESTING

### 26.1

#### A. *Controlled Substances.*

The controlled substances covered by this Policy include alcohol, cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiazepine, Quaaludes, and any substance defined as a "controlled substance" under Title 35 Controlled Substance, Drug Device and Cosmetic Act.

#### B. *Medical Review Officer (MRO)*

A licensed physician (medical doctor or doctor of osteopathy) employed or engaged by the County responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.

#### C. *Reasonable Suspicion*

A belief that the employee has violated the controlled substance prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, or speech of the employee. Examples include, but are not limited to, slurred speech and stumbling gait.

#### D. *Refusal to Submit to Testing*

An employee who:

- (a) refuses the test;

- (b) fails or refuses to provide adequate breath for testing without a valid medical explanation, or fails or refuses to provide a sufficient quantity of urine without a valid medical explanation for a controlled substance test or fails to provide adequate blood for blood alcohol testing without a valid medical explanation;
- (c) if the employee engages in conduct that clearly obstructs the testing process;
- (d) failure to make oneself available for the test.

E. *Positive Test*

1. Screening test cut off levels:

- a. Marijuana 50 ng/ml
- b. Cocaine 300 ng/ml
- c. Opiates 300 ng/ml
- d. Phencyclidine 25 ng/ml
- e. Amphetamines 1000 ng/ml.

2. Confirmatory test cut off levels:

- a. Marijuana 15 ng/ml
- b. Cocaine 150 ng/ml
- c. Opiates 300 ng/ml
- d. Phencyclidine 25 ng/ml
- e. Amphetamines 500 ng/ml.

F. *Post Accident*

An accident is defined as:

- 1. A fatality; or
- 2. Serious bodily injury that requires any person involved in the incident to be transported away from the scene for medical treatment (in this instance, drug testing may be imposed by the County, but is not automatic); or
- 3. Damage to any motor vehicle while on County business that requires the vehicle to be towed away from the scene by a tow truck or another vehicle; or
- 4. The operator receives a citation under the state or local law for a moving violation arising from a motor vehicle accident while on County business.

26.2 Policy

A. The following controlled substance/alcohol testing is required:

- 1. Reasonable suspicion
- 2. Return-to-duty
- 3. Follow-up
- 4. Post accident.

B. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol method will be used to test for alcohol. An employee subject to alcohol testing has the right to contemporaneously request a blood alcohol test.

C. *Prohibitions for Controlled Substances/Alcohol.*

No employee shall:

1. Perform work when using any controlled substance except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.
2. Perform work if the employee tests positive for controlled substances or alcohol per this policy.
3. Refuse to submit to a controlled substance test.

No Supervisor/Manager shall:

1. Permit an employee who refuses to submit to a controlled substance/alcohol test to perform or continue to perform job functions.
2. Determine a course of treatment.

D. All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty and should receive an alcohol/drug test are required to receive a minimum of 120 minutes of approved training from certified instructors on controlled substance/alcohol use and reasonable suspicion determinations. This training will be provided by the County and will cover the physical, behavioral, speech, and performance indicators of use of controlled substances. Up to three (3) representatives of the Union shall be permitted to attend these training sessions.

E. All employees will receive educational material, which explains the requirements, policies, and procedures of the alcohol/drug testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, it will be so noted on the form, but the employee is deemed to have received the information.

F. All employees who use therapeutic drugs pursuant to the instructions of a physician must ask their physician if those drugs could adversely affect the employee's ability to safely perform their job duties. If the physician affirms that the employee's work performance could be impaired by the use of the drug, then the employee is encouraged to immediately report the physician's finding to the employee's supervisor. The employee is required to document this situation with a statement from the physician indicating the effect (*i.e.*, drowsiness, dizziness) of the therapeutic drug and expected duration of these effects if known. Physician's statements are to be maintained in the County's medical file housed in the Personnel Office, personnel history file, or in a confidential file at the work site.

G. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance/alcohol test will not be paid. If the test is negative, the employee will be made whole for any wages lost, or paid leave used.

H. If an employee is referred to treatment following a positive test for controlled substance or alcohol, he/she must use paid sick leave, vacation, personal days or medical leave without pay consistent with the provisions of the Collective Bargaining agreement.

## Section 26.3 Procedures

### A. *Reasonable Suspicion Testing*

1. A supervisor/manager, who has been trained, must require an employee to submit to an alcohol or controlled substance test when the supervisor has reasonable suspicion to believe the employee has violated the alcohol or controlled substance prohibitions. Upon determining that reasonable suspicion exists, the supervisor/manager shall have another supervisor/manager who has been trained witness the observations as soon as possible.
2. A written record must be made of the observations leading to an alcohol or controlled substances test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
3. Upon determining that reasonable suspicion exists for a controlled substance or alcohol test, the supervisor/manager should inform the employee in as private a setting as reasonably appropriate that the employee must undergo testing for the presence of a controlled substance or alcohol.
4. The County must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee shall be returned to work with back pay or the return of paid leave taken.
5. The employee is to be given a form, which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the County contact person.
6. If the employee refuses to submit to a required test, this refusal will be treated as a positive result. The following are considered a refusal:
  - (a) refuses the test;
  - (b) fails or refuses to provide adequate breath for testing without a valid medical explanation, or fails or refuses to provide a sufficient quantity of urine without a valid medical explanation, or fails to provide adequate blood for blood/alcohol testing without a valid medical explanation;
  - (c) if the employee engages in conduct that clearly obstructs the testing process;
  - (d) failure to make oneself available for the test.

### B. *Post-Accident Testing*

1. Employees will provide urine specimens for drug testing as soon as possible after a series of work-related motor vehicle or other accident, but in no case later than eight (8) hours after the accident. If, as a consequence of an accident, the employee is seriously injured and cannot provide a specimen at the time of the accident, the employee must provide the necessary authorization to allow the County to obtain hospital records and other documents that will indicate whether there were any controlled substances and/or alcohol in his/her system at the time of the accident.

2. An employee may not consume alcohol until the employee has been tested.
3. A serious work-related motor vehicle accident as outlined under Section F of Definitions relates to any employee who is operating a County owned, leased or rented vehicle or while the employee is operating his/her owned, leased, rented or borrowed vehicle and is conducting County business.
4. The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the County contact person.
5. If the employee refuses to submit to a required test, this refusal will be treated as a positive result. The following are considered a refusal:
  - (a) refuses the test;
  - (b) fails or refuses to provide adequate breath for testing without a valid medical explanation, or fails to or refuses to provide a sufficient quantity of urine without a valid medical explanation, or fails to provide adequate blood for blood/alcohol testing without a valid medical explanation;
  - (c) if the employee engages in conduct that clearly obstructs the testing process;
  - (d) failure to make oneself available for the test.

C. *Positive Alcohol/Controlled Substance Test Results*

1. Upon confirmation of a positive test result, the secondary split sample will be analyzed.
2. If an employee has a verified positive test for alcohol/controlled substances, the MRO will inform the employee by telephone and in writing. Prior to verifying a positive result, the County will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test results.

D. *Consequences of Violating Policy*

1. Employee will be deemed to have violated the policy whenever the employee tests positive for alcohol or drugs or refuses to submit to testing.
  - (a) A test is positive for alcohol when the result is .04 or greater for reasonable suspicion, return to duty and follow-up testing. Employees who hold a Commercial Drivers License for job-related duties are subject to appropriate federal and state regulations concerning alcohol and controlled substance testing.
  - (b) A test is positive for controlled substances when the result meets or exceeds the levels as indicated in Paragraph E of Section 26.1 of this Article.
2. An Employee who tests positive will immediately be removed from their position using vacation, if available, sick leave or medical leave without pay and sent to a certified or licensed Substance abuse Professional for an examination.

3. If the employee is determined to require treatment, the Substance Abuse Professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program. A return to duty test will be required.

E. *Rehab/Discipline Issues*

1. An employee who tests positive will be allowed one opportunity in a three (3) year period to avoid discipline provided they seek assistance and comply with all of the requirements set forth in paragraph 2 below.
2. In order to avoid discipline, an employee who tests positive must:
  - (a) be examined by a Substance Abuse Professional, or alternatively, referred to the County's EAP Program;
  - (b) comply with all recommendations of the certified or licensed Substance Abuse Professional provided by the County or the health care plan;
  - (c) periodically submit reports from any person or group designated by the Substance Abuse Professionals confirming that employee is complying with any aftercare recommendations;
  - (d) pass a return-to-work drug and alcohol test;
  - (e) sign an agreement releasing all medical information relating to drug or alcohol use to the County so that the County can ensure that employee can perform the job safely and providing for a minimum of six(6) unannounced follow-up tests as directed by the EAP Program or Substance Abuse Professional during the twelve (12) month period following the employee's return to work.
  - (f) employees who have a verified positive test result for alcohol or controlled substances during the twelve (12) months following the date of the employee's return to duty shall be terminated.

F. *Maintenance of Records*

1. The Contractor will be responsible for maintaining all records resulting from the administration of drug testing under this program.
2. The MRO will notify the employee, by telephone and in writing of both positive and negative drug test results, and the specific controlled substances for which the test was verified positive.
3. With the employee's written consent, the Contractor will provide any of the testing information to another employer.

G. *Training*

1. The Contractor will provide training to supervisors.
2. No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.

New employees will be provided educational material during their orientation regarding the policies and requirements of the drug-testing program. The employee will be required to sign a receipt of any information and forms that are provided.

#### H. *Employee Assistance Program*

The County shall establish an employee assistance program. Once established, a copy of the policy will be available for review in the Personnel Office. Additionally, copies of the Employee Assistance Program brochures will be made available to all employees by the Personnel Office.

### ARTICLE XXVII

#### SEPARABILITY AND SAVINGS CLAUSE

##### 27.1 Separability Clause

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

##### 27.2 Savings Clause

In the event that any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement. Should the parties be unable to agree on such replacement, the dispute shall be resolved, beginning at Step Three, in accordance with the grievance procedure.

### ARTICLE XXVIII

#### TERM OF AGREEMENT

##### 28.1 Length of Contract

The term of this Agreement shall be from January 1, 2007 to December 31, 2010 and shall continue thereafter unless either party notifies the other of its desire to modify or change the Agreement in accordance with the Pennsylvania Public Employee Relations Act, Act 195 of 1970, 43. P.S. § 1001.101 et seq.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

COUNTY OF BEAVER	DATE	SEIU LOCAL #668	DATE
_____ Joe Spanik, Chairman County Commissioner	_____	_____ David Ramsey Staff Representative	_____
_____ Dan Donatella County Commissioner	_____	_____ Thomas Trkulja Union Steward	_____
_____ Charlie Camp County Commissioner	_____	_____ Tom Sargeson Bargaining Team	_____
_____ S. Richard Darbut Manager of Personnel	_____	_____ John Lakas Bargaining Team	_____
_____ William Schoupe Jail Warden	_____	_____ Tom Fouse Bargaining Team	_____
_____ John A. McCreary, Jr., Esq. Special Labor Counsel	_____		_____

WITNESS AND ATTEST

\_\_\_\_\_  
Tracy Patton  
Chief Clerk

ATTACHMENT 1

JAIL GUARD UNIT PAY SCALES

2007		2008		2009		2010	
<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
\$36,050	\$17.33	\$36,050	\$17.33	\$37,116	\$17.84	\$38,168	\$18.35
Part Time Hired before 1/1/07	\$12.13		\$12.13		\$12.13		\$12.13
Part Time Hired after 1/1/07	\$10.00		\$10.00		\$10.00		\$10.00

Note: All full-time Correctional Officers working on the former 80%-90%-100% progression shall remain at their current step on the progression until January 1, 2008, at which time they shall move to the hourly rate for full-time Correctional Officers shown above.

Wage increases for Full-time Correctional Officers in 2009 and 2010 represent one-step increase on the DMG Scale. Full-time officers are presently rated on the DMG Scale at Job Class 6, Step 10. On January 1, 2009, they will move to Step 11. On January 1, 2010 they will move to Step 12. This represents approximately a 2.9% for each of these years.

Additionally, the following additional payments will be made:

Effective July 1, 2009 – a .6% bonus (\$222.70)

Effective July 1, 2010 – a .6% bonus (\$229.00)

These lump sum payments will be made on the first pay day occurring after July 1 of the applicable year.

# Beaver County Health Alliance

## UPMC Health Plan

This plan does not require you to select a primary care physician to act as a "gatekeeper." But it does require you to receive your care from network physicians and facilities in order for it to be covered.

While PCPs are not required, UPMC Health Network, Inc. still believes that PCPs play a vital role in managed care. We encourage members to build long-term relationships with your Physician, who can be a family or general practitioner, an internist or a pediatrician. Your Personal Physician performs routine and preventive care, and can provide referrals for specialist care. Most importantly, your Personal Physician is in the best position to become familiar with your medical profile. In addition, women may use any network Ob/GYN to provide all covered gynecological/obstetric care.

You must use a Beaver County Health Alliance provider to receive benefits at the highest level (except for emergency or urgent care). If you use a participating provider outside of the Beaver County Health Alliance Network, you will be responsible for any deductible and coinsurance.

*UPMC / InterGroup*

Covered Services	Beaver County Health Alliance Network	Other Participating Provider
<b>Annual deductible</b>		
Individual	None	\$1,000
Family	None	\$2,000
<b>Annual out-of-pocket maximum</b>		
Individual	None	\$2,000
Family	None	\$4,000
<b>Coinsurance</b>	100%	75% after deductible
<b>Lifetime maximum</b>	\$2,000,000	\$300,000
<b>Primary care provider (PCP) required</b>	No	No
<b>Pre-existing condition limitations</b>	None	None
<b>Precertification requirements</b>	Provider responsibility	Provider responsibility
<b>Adult</b>		
Routine physical exam		100% after \$10 copayment per visit
<b>Pediatric</b>		
Routine physical exam		100% after \$10 copayment per visit
Pediatric immunizations		100%
Well-baby visits		100% after \$10 copayment per visit
Physician office visit (for illness or injury)		100% after \$10 copayment per visit
Specialist office visit, including OB/GYN		100% after \$15 copayment per visit
Medical/Surgical services (inpatient medical and surgical care, outpatient surgeon's fees, anesthesia)		100%
Routine gynecologic exam,		100% after \$10 copayment per visit
Pap Test, mammogram (based on age guidelines), prenatal visit, diagnostic tests, and surgical services	100% - Physician services 100% - Facility services	100% - Physician services 75% after deductible - Facility services
Inpatient/outpatient care, medical/surgical services, ancillary services, and supplies - (Facility Services)	100%	75% after deductible
Inpatient/outpatient care, medical/surgical services, ancillary services, and supplies (Physician Services)		100%
Must contact PCP or Member Services department within 24 hours or as soon as reasonably possible		100% after \$25 copayment per visit (copayment waived if admitted as inpatient)
Advanced imaging (e.g. PET MRI, etc.)	100%	75% after deductible
Other imaging (e.g. X-ray, Sonogram, etc.)	100%	75% after deductible
Lab and other services (Inpatient & outpatient diagnostic services)	100%	75% after deductible
Outpatient mammogram (based on age guidelines)	100%	75% (deductible does not apply)
Diagnostics billed by Physician Office		100%

Covered Services	Beaver County Health Alliance Network	Other Participating Provider
<b>Medical Therapy Services</b>		
Chemotherapy, Radiation Therapy (inpatient & Outpatient Hospital Services)	100%	75% after deductible <sup>1</sup>
Infusion Therapy, Dialysis Treatment (Inpatient & Outpatient Hospital Services)		100%
<b>Rehabilitation Therapy Services</b>		
Physical, speech, and occupational		
Facility Services	100% after \$15 copayment per visit	75% after deductible <sup>1</sup>
Physician Services	100% after \$15 copayment per visit Limited to the greater of: 60 consecutive days of coverage OR 25 visits per condition, per benefit period, for all therapies combined	
<b>Other Medical Services</b>		
Private duty nurse		100%
Skilled nursing facility		
Hospital based facility		No Coverage
Non-hospital based facility		100% Limit of 100 days per benefit period
Home health care		100%
Hospice care		100%
Therapeutic manipulation		100% after \$10 copayment per visit Limit of 25 visits per benefit period
Podiatric care		100% after \$15 copayment per visit
Durable medical equipment and corrective appliances		
Facility & Ancillary	100%	75% after deductible <sup>1</sup>
Physician Services		100%
Ambulance		100%
Allergy Services – Diagnostic Testing		100%
Allergy Services – Treatment including injections and serum		100%
<b>Behavioral Health – Central Western Behavioral Health Care Network 888-233-0083</b>		
Mental health		
Inpatient <sup>2</sup>		100% Limit of 30 days per benefit period; Lifetime maximum of 90 days. 30 inpatient days may be exchanged on a 1:2 basis to secure up to a maximum of 60 transitional partial hospitalization days.
Outpatient <sup>2</sup>		100% after \$15 copayment per visit Limit of 20 visits per benefit period; Group visits and 15 minute medication visits count as ½ visit.
Substance dependency treatment		
Inpatient detoxification		100% Limit of 7 days per admission, lifetime maximum of 4 admissions
Inpatient rehabilitation		100% Limit of 30 days per benefit period, lifetime maximum of 90 days
Outpatient rehabilitation		100% Limit of 60 visits per benefit period, lifetime maximum of 120 visits
<b>Prescription Drug</b>		
Retail Prescription Drug • Prescriptions Drugs are administered through EBRx		\$5 copay for generic drugs \$10 copay for preferred brand drugs \$25 copay for non-preferred brand drugs Mandatory generic 30-day maximum retail supply
Mail Order Prescription Drug • Prescription Drugs are administered through Express Med Pharmaceuticals		\$10 copay for generic drugs \$10 copay for preferred brand drugs \$40 copay for non-preferred brand drugs Mandatory generic 90-day maximum mail-order supply

In this document, the term "UPMC Health Plan" refers to benefit plans offered by UPMC Health Network, Inc., as well as plans offered by UPMC Health Plan, Inc.

This managed care plan may not cover all your health care expenses. Read your contract carefully to determine which health care services are covered.

UPMC Health Plan Member Services:  
1-888-876-2756.  
TDD service for hearing-impaired:  
1-800-361-2629.

<sup>1</sup> If care is out-of-network, benefits are paid at a lower level after your annual deductible is met. If you go to an out-of-network provider, you also may have to pay the difference between the provider's charge and the UPMC Health Network, Inc. payment (reasonable and customary amount).

<sup>2</sup> Pennsylvania Act 150 mandates 30 inpatient days per Benefit Period (no lifetime maximum) and 60 outpatient visits per Benefit Period for certain diagnoses based on Medical Necessity and Appropriateness. For additional information concerning coverage and diagnosis requirements, please call Western Behavioral Health Care Network at 1-888-251-0083.

<sup>3</sup> If you receive a brand-name drug instead of the generic equivalent, you must pay the brand-name copayment as well as the retail price difference between the brand and generic drug.

This summary is meant to assist in comparing the benefit plans. It is not a contract. If differences exist between this summary and a group's contract or a member's certificate of coverage, the contract or certificate of coverage prevails

One Chatham Center  
112 Washington Place  
Pittsburgh, Pennsylvania 15219  
www.upmchealthplan.com

**UPMC HEALTH PLAN**  
Where you belong.

**Sidney Shaw**

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**From:** Sidney Shaw  
**Date:** Thursday, December 28, 2006 9:04 AM  
**To:** Beaver County Department Heads  
**Subject:** Tier 1 Hospital Listings  
**Importance:** High

**Effective January 1, 2007 the following hospitals will be in the Tier 1 listing:**

**The Medical Center - Beaver  
Sewickley Valley Hospital  
Allquippa Community Hospital  
Ellwood City Hospital  
Children's Hospital  
Jameson Memorial Hospital  
Hillman Cancer Center  
Magee Women's Hospital  
Presbyterian University Hospital  
St. Margaret  
Southside  
Shadyside  
Passavant - Both Cranberry & North Hills  
Montifiore  
McKeesport  
Memorial Medical Center, Downtown  
Braddock  
Bedford  
Mercy**

**These hospitals will be Tier 1 for everyone in the BEAVER COUNTY HEALTH ALLIANCE. There will be no other changes to the plan design, all providers UPMC and Intergroup will remain the same.**

*Sidney Shaw*

*Benefits Manager / Beaver County  
sshaw@beavercountypa.gov  
phone: 724-728-3934 ext. 22275  
fax: 724-728-8223*

## ATTACHMENT 3

### COUNTY UNIFORM ALLOWANCE

Initial issue would be on a one-time basis and each year the officer would have a replacement cap of \$300.00/yearly for replacement of worn or damaged items. When an employee becomes full-time, they would receive their initial issue uniform. If an employee has received uniforms already for the calendar year, the County would only be required to bring that employee up to the initial requirements. Also, any lost items would be replaced at the expense of the employee.

#### Issue:

5 pair of pants  
5 shirts  
1 pair of shoes  
Belt  
Jacket  
Key Pad  
Badge  
Name Tag  
Flashlight  
Cap.  
Gloves  
t-shirts

The parties meet and agree to amend the following Section 5.8 of the Collective Bargaining Agreement for the term January 1, 2007 to December 31, 2010.

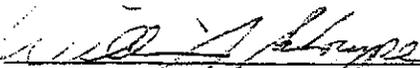
5.8 Bidding of Shifts and Job Selection on Shifts

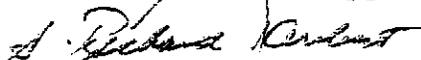
- A. Bid sheets for shifts and days off will be posted for the first two weeks of December in each year. Full-time Employees may select from the posted shifts and days off in seniority order. The schedules thus selected will be effective commencing the first full schedule in the following January.

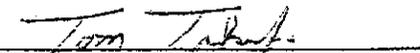
The current practice of maintaining five (5) Monday - Friday 7-3 turns, at least two (2) Monday - Friday 3-11 turns, at least two (2) Monday - Friday 11-7 turns, shall be amended to provide a total of no more than three (3) Monday - Friday turns on each of the respected shifts for the duration of this agreement, The County and the Union agree to meet and negotiate any scheduled changes

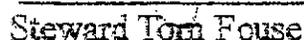
- B. The current practice of job selection for full-time officers on shifts shall be made each day in order of seniority. It is further agreed that assignment to Central Control, Booking, and A-Pod Intake Unit require a full-time Officer, schedule permitting. In the event no full-time officer selects such assignment, the least senior full-time officer on the shift shall be assigned to the job.
- C. Part-time Officer's shall be assigned job selection at the discretion of the Shift Supervisor from the remaining job assignments after all full-time Officers have chosen their position for the shift.

Officers reporting later than five (5) minutes before the start of the shift or who have been called out for overtime, or who have traded shifts will pick assignments last

  
Warden William Schoupe



  
Chief Steward Tom Trkulja

  
Steward Tom Fouse



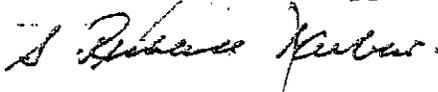
The parties meet and agree to amend the following Section 17.3 of the Collective Bargaining Agreement, January 01, 2007 to December, 31,2010.

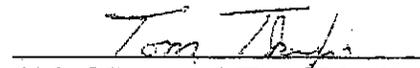
### 17.3 Vacation Scheduling

The employee must pick their vacation by February 1 of each year. Employees who do not pick their vacation by February 1 will be permitted to pick vacations on a first come, first served basis, provided that this vacation does not interfere or limit the department needs with seniority as the tie breaker in case of dispute between employees. County will notify employees by March 1 of each year if the employees requested vacation time has been granted.

The following agree to amend these changes by affixing their signature.

  
Warden William Scheuppe

  
S. Robert Kulas

  
Chief Steward Tom Trkulja

  
Steward Tom Fouse

  
BA



## ATTACHMENT 7

### WORKPLACE HARASSMENT POLICY

Beaver County (the "County") respects the dignity and professionalism of each of its employees, and is committed to maintaining a work environment that is free from discrimination and unlawful harassment. In furtherance of this commitment, the County absolutely prohibits unlawful workplace harassment on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the complaint/investigatory process) or other protected status.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the statutory complaint process) or other protected status which unreasonably interferes with an individual's job performance or otherwise creates an intimidating, hostile or offensive working environment, or which results in a tangible employment action such as hiring, firing, promotion or demotion. Harassment may include derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed or visual material or offensive physical actions.

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitutes unlawful sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes unnecessary touching of an individual or unwelcome physical contact such as patting, pinching or brushing against another, subtle pressure or request for sexual activities, referring to or calling an individual by an endearing, demeaning or sexual term, a display in the workplace of sexually suggestive objects, pictures, cartoons or posters, graphic verbal commentaries about or leering at an individual's body, sexually degrading words used to describe an individual, sexually explicit, suggestive or offensive comments, jokes or teasing, preferential or derogatory treatment based on gender, verbal abuse of a sexual nature, physical or sexual assault, or other similar behavior.

All employees are responsible for helping to enforce the County's policy against harassment. Any individual who believes that he or she has been the victim of prohibited harassment must immediately report such conduct to his or her supervisor so that the situation can be promptly investigated and remedied. An employee should not wait until the suspected harassment becomes severe or pervasive. An employee who is uncomfortable for any reason in bringing such matter to the attention of his or her supervisor, or who is not satisfied after bringing the matter to the attention of his or her supervisor, should report the matter to the Employee Relations Director or to the Assistant Employee Relations Director. Any supervisor who receives a complaint of harassment must immediately report the matter to one of the foregoing County officials. Any questions about this policy or suspected harassment should also be brought to any of the same persons.

The matter will be promptly, thoroughly and impartially investigated and all allegations of harassment will be kept confidential to the extent possible. The alleged harasser will not have any direct or indirect control over the investigation. Employees should be aware that the County may, under certain circumstances, use an outside source to assist in the investigation of such complaints. In any event, an investigation will include, at a minimum, interviews of the employee who complained of harassment, the alleged harasser(s), and others who could reasonably be expected to have relevant information. If the County determines that harassment occurred, it will take immediate measures to stop the harassment and ensure that it does not recur. The Union will be informed in timely fashion of accusations made against Union members.

The County absolutely will not tolerate unlawful workplace harassment. The County also will not tolerate retaliation against anyone who files a bona fide complaint of harassment or who participates in an investigation. Any employee who is determined to have violated this policy, whether hourly or salary, will be subject to disciplinary action, up to and including discharge.

Any discipline imposed on a bargaining unit employee is subject to review in accordance with the grievance and arbitration provisions of the applicable collective bargaining agreement. In all other aspects, the Union shall have no obligation for enforcement of this Workplace Harassment Policy, and shall have no authority over the County's implementation and application of the Policy.

## ATTACHMENT 8

### BEAVER COUNTY JAIL ABSENCE CONTROL PROGRAM

Policy: The Beaver County Jail shall have an established Absence Control Program to control employee absence and tardiness. The County recognizes the fact that staff will have occasional absences due to illness. Employees recognize the importance of reporting for work as scheduled. This Program is intended to address employees who abuse sick time and/or who are consistently tardy. Employees who abuse sick time, and/or who are consistently late for work are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. Such employees will be subject to discipline as set forth below.

#### I. Responsibility to Report Off

A. All employees shall report off to the Shift Supervisor (Lieutenant or Sergeant). Report offs must occur at least one (1) hour before the start of the daylight shift and at least two (2) hours prior to the start time of the afternoon and night shifts, unless circumstances (*e.g.*, severe illness, incapacity, etc.) prevent them from so doing.

B. The employee must speak to the designated person when reporting off, unless different arrangements have been made in advance by the Warden or his designee.

C. Failure to report off in the proper manner shall result in disciplinary action as set forth below.

D. Failure to report for work as scheduled, or failure to properly report off from work in accordance with the above procedure, shall be considered a "no show" and will result in the following disciplinary action:

1. First offense – oral warning.
2. Second offense – written warning.
3. Third offense – three (3) day suspension.
4. Fourth offense – discharge.

Employees affected by changes to the posted schedule shall be notified promptly by Management.

#### II. General Rules for Sick Time

A. Written Verification shall be required for sick time of more than three (3) consecutive scheduled days, or when sick time is used in conjunction with scheduled days off, vacation time or holidays in a manner that suggests that abuse is occurring (see below). The verification shall come from a physician or other health care provider and shall at minimum - describe the medical or physical facts and/or condition for which the employee sought consultation or treatment. Employees will not be subject to discipline for absences caused by legitimate illnesses.

B. Discipline under this policy will usually be progressive. In those cases where a pattern of absenteeism and/or sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. Patterned illness or tardiness may be demonstrated, for example, by evidence that sick days are consistently used in conjunction with vacation, holidays or other days off. The total circumstances of an employee's use of sick leave, rather than a numerical formula, shall be the basis upon which the Employer's final determination is made.

C. Under normal circumstances, an employee who works six (6) months without an infraction will revert to the previous step in the progression. For example, if an employee who has received a written warning (Step 2) works six (6) calendar months after that suspension without incurring an additional.

infraction, he/she will have the warning removed from the Attendance Program record. A new infraction (other than a pattern infraction) will then result in the issuance of an oral warning (Step 1 of the policy).

D. Management reserves the right to impose greater discipline than called for under the progressive disciplinary schedule in response to severe abuses of the absenteeism policy.

E. All discipline issued in connection with the Absence Control Program shall be subject to the contractual grievance procedure.

## ATTACHMENT 9

### BEAVER COUNTY JAIL ETHICS AND CONDUCT

**Policy:** The Beaver County Jail shall have an established Absence Control Program to control employee absence and tardiness. The County recognizes the fact that staff will have occasional absences due to illness. Employees recognize the importance of reporting for work as scheduled. This Program is intended to address employees who abuse sick time and/or who are consistently tardy. Employees who abuse sick time, and/or who are consistently late for work are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. Such employees will be subject to discipline as set forth below.

**Sources:** Title 37 Section 95.221  
ACA Standards 3-ALDF-1C-23

Our goal is to be a team of dedicated professionals who are:

- Committed to excellence
- Proud of our vision and accomplishments
- Driven by integrity
- Guided by compassion and mutual respect for each other
- Responsive to each other, those committed to our care, and the public
- Evaluated by the innovation and resourcefulness with which we realize our mission, our goals and our objectives.

Ethics and Conduct training is an essential part of corrections profession and is directly connected to the integrity and professionalism of all employees. When an employee involves himself/herself with inmates outside the scope of their normal duties it breaks down the bond of trust between staff. All staff understands the types of people we deal with on a daily basis and any incidents, which call into question the intentions of an officer, can destroy the trust and integrity of staff to staff relations in the jail. All correctional staff value highly the trust they have with fellow staff and know that when the chips are down they need to trust the person next to them to do his/her job. When the trust between staff members is broken it directly impacts the safety and security of the facility.

An example of the trust being broken would be if an officer goes outside the professional relationship in a staff to inmate relationship by developing a personal relationship with an inmate and other staff knows about it, the staff would start to question the officer's integrity. When it comes time to discipline the inmate or use force on that inmate and the officer who developed the relationship with the inmate is involved, their fellow staff will wonder if the officer is going to do their job or not. We all know that when you are using force with an inmate you cannot second-guess or the result may be someone getting injured. The most highly guarded relationship in a jail must be with your fellow staff and not with inmates.

For the purpose of this and all rules of the Beaver County Jail inmate shall be defined as follows:

Any person who is housed in a jail, prison, halfway house or community release center under the jurisdiction of Beaver County for the purpose of adjudicating charges associated with a criminal offense.

No employee shall solicit, accept or receive any personal gift, gratuity, favor or service that might reasonably tend to influence him/her in discharge of his/her duties, from any individual or organization.

No employee shall have a financial interest, directly or indirectly, in any business wherein the facility is a party of interest; nor shall he/she receive, directly or indirectly, and fee, commission, gratuity or present from any person or corporation furnishing supplies to or doing any business for or with the facility.

Employees shall not accept tips or gifts of any kind from visitors for official service.

Employees shall maintain a quiet, but firm demeanor in their contacts with inmates, not permitting any undo familiarity on the part of the inmates and refraining from it themselves.

Employees shall not engage in conversation with inmates concerning matters, which should only be discussed with other employees or officials. This includes, but is not limited to, other inmate's charges, fellow staff members and incidents, which occur in the institution.

Employees shall not associate or correspond with inmates in the Beaver County Jail, except as authorized by the Warden, nor shall they receive gifts from inmates or their families or friends. Any attempt on the part of an inmate or their families or friends of inmates presently incarcerated to visit, write or otherwise communicate with or send gifts to an employee must be reported to the Warden immediately. Any staff writing to an inmate out of our facility must notify the Warden in writing of this activity.

Employees shall not bring any item into the facility to give to an inmate unless given specific permission by the Warden. No trading of any items shall be permitted either.

Employees shall not convey to or from any inmate any written message, except such as is necessary in the transaction of business of the facility, or as permitted or directed by the Warden or Shift Supervisor.

Employees shall not purchase anything from an inmate; no employee shall accept gifts of any nature whatsoever from an inmate, or extend any favors of diet, clothing, or of any other nature, not common to all inmates.

Employees shall not receive any services from inmates unless such services have been approved by the Warden and are common to all employees.

Employees shall address inmates by using his/her last name preceded by Mr. or Mrs. Employees shall instruct inmates to address them as Officer, Mr. or Mrs. When speaking to an employee of rank, the employee shall address the employee with their title first, followed by the last name. (Example: Sergeant Jones).

Employees shall not recommend any attorney or bondsman to an inmate. No Employee shall take any compensation of type (money, food, etc.) from an inmate, attorney or bondsman. No legal advice of any nature, not any analysis of charges or other legal or administrative matters should be given. This restriction is meant to protect you and to insure you do not become personally involved in an official legal matter. This guideline does not prohibit any designated staff from conducting their individual casework or tasks.

Employees shall not give inmates information about reports, log entries or other facility information unless it is part of their designated job responsibilities.

Employees shall not borrow, take or otherwise receive any property from an inmate.

Any attempts or bribery by an inmate or others or threats on you or your family shall be reported to the Warden or his designee immediately.

Employees shall not make any outside contacts for inmates; any attempts to make contacts outside the facility for any inmates is a breach of the facility policy.

Employees shall not develop any romantic relationships with inmates. Only those professional contacts necessary for the normal operation of facility business are permitted. Employees shall not use their position to become romantically involved with inmates. Any relationships are to be considered a weakening of the facility security and tantamount to a breach of security.

## ATTACHMENT 10

### FAMILY AND MEDICAL LEAVE POLICY

#### PURPOSE:

This Policy is intended to address situations arising under the Leave of Absence provisions of the County's labor agreements with the SEIU, and under the Family and Medical Leave Act (FMLA). Its purpose is to outline the conditions under which an employee and/or the County may:

- request leave;
- determine eligibility for leave; and
- designate an absence/leave as

leave under the FMLA and under the Leave of Absence provisions contained in collective bargaining agreements..

#### I. FMLA LEAVE

FMLA allows eligible employees to take job-protected, unpaid leave or appropriate accrued paid leave, ("FMLA leave") for up to a total of 12 work weeks in any 12-month period because of:

- the birth of an employee's child;
- the placement of a child for adoption or foster care with an employee;
- circumstances where the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- the employee's own serious health condition which make him/her unable to perform the functions of his/her job.

The County does not normally count absences due to injury or illness under the Workers' Compensation Act against an employee's FMLA or contractual leave entitlement. Absence due to compensable illness or injury will count as FMLA leave only when an employee declines an offer of a Transitional Duty assignment during the first twelve (12) weeks after a compensable injury.

#### II. CONTRACTUAL LEAVE

Under the Leave of Absence provisions of the County's labor agreements, a leave of absence without pay will be granted for up to one (1) year to employees unable to work because of non-occupational sickness or accident.

Under both FMLA and Contractual Leave, eligible employees will have health benefits maintained as if they had continued to work instead of taking the leave. Health benefits shall be maintained for a maximum of six (6) months. Under the County Retirement Program, any period of leave, up to a maximum of one year, will not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate.

Spouses who are both employed by the County are entitled to a combined total of 12 weeks of FMLA leave (rather than 12 weeks each) in any 12 month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after placement, or for the care of a parent with a

serious health condition. Spouses are each entitled to up to one year of leave for non-occupational sickness or accident under the labor agreement.

### III. SCOPE OF POLICY

This policy applies to all FMLA leaves and Contractual leave for hourly and salaried employees, whether requested by the employee, or designated by the County.

If an employee is entitled to both FMLA leave and any other type of accrued leave (e.g., vacation, personal days, sick days and contractual leave), the time periods will run concurrently and employees must use available accrued leave while on FMLA leave, except that employees are permitted at their option to keep up to twenty (20) sick days in reserve for their own personal illness. For leave to care for a child or family member, and employee is required to use all unused vacation and personal days during the leave period

### IV. ELIGIBILITY FOR FMLA LEAVE

To be eligible for FMLA leave, an employee must have been employed by the County for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification of eligibility for FMLA leave.

### V. REQUEST FOR FMLA LEAVE

An employee must provide the County at least 30 days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. The employee's request for FMLA leave should:

- be in writing;
- set forth the reason for the requested leave;
- contain the anticipated duration of the leave; and
- designate the expected start date of the leave.

If 30 days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This ordinarily means that employees are expected to give at least verbal notification to the County within one or two business days of when the need for leave becomes known to the employee.

When the leave is for planned medical treatment, the employee must consult with the County and make a reasonable effort to schedule the leave so as not to unduly disrupt the County's operations, subject to the approval of the health care provider.

In those cases where an employee has not designated an absence/leave as FMLA leave, and the County receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the County reserves the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total 12-week entitlement of FMLA-covered leave. In such circumstance, the County may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

## VI. REQUIRED MEDICAL CERTIFICATION

The County will require medical certification to support FMLA and contractual leave. The Employee Relations Department will provide each employee who may qualify for either type of leave with an appropriate form requesting medical certification concerning the need for the employee's absence. The employee must return the medical certification form to the Employee Relations Department within a *reasonable* time period (*normally* 15 calendar days after the employee receives the County's medical certification form). Failure of an employee to return the certification form in a timely fashion in cases of foreseeable leave may delay the taking of leave. Failure of an employee to return the certification form in a timely fashion in other cases may delay the continuation of leave. Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be FMLA leave.

If the minimum duration of the period of incapacity furnished by the health care provider is more than 30 days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. The County reserves the right, however, to request subsequent and/or additional certification of FMLA and contractual leave every 30 days where the leave is for pregnancy, chronic, or permanent/long-term conditions under continuing supervision of a health care provider. The County further reserves the right to request subsequent and/or additional certification of FMLA leave where:

- leave is on an intermittent or reduced leave schedule basis and the minimum period specified on the original certification as necessary for such leave and treatment has passed.
- the employee requests an extension of FMLA leave;
- circumstances described by the previous certification have changed significantly;
- the County receives information that casts doubt upon the employee's stated reasons for the absence; or
- the County has reason to question the appropriateness of the leave and/or its duration.

The County may require a second medical opinion at its own expense by a health care provider designated by the County (but who is not employed on a regular basis by the County) if it doubts the validity of a medical certification. If the first and second opinions differ, the County may require the opinion of a third health care provider. The third health care provider must be approved jointly by the County and the Union, and must be paid for by the County. The opinion of the third health care provider will be final and binding on the County and the employee.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave and/or contractual leave. The employee is not entitled to be paid for the time or travel costs spent in acquiring the medical certifications, but the employee may request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave. The leave may be treated as Contractual Sickness leave under the labor agreement in conformity with the requirements for use of Contractual Sickness leave (i.e., contractual leave may only be used for the employee's personal illness/injury, not for care of spouse, children, etc.).

## VII. INTERMITTENT OR REDUCED SCHEDULE FMLA LEAVE

FMLA Leave may be taken on an intermittent or reduced-leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. Eligibility for intermittent or reduced schedule leave will be determined as follows:

A. Intermittent/Reduced Leave Schedule after the Birth or Placement of a Child for Adoption or Foster Care

When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave on intermittently or on a reduced leave schedule only if the County agrees. If, however, a mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition, County agreement is not required, and such leave may be taken as long as proper certification of the necessity of such leave is provided.

B. Intermittent/Reduced Leave Schedule for Serious Health Condition

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition. Examples of such leave include:

1. Where treatment for the serious health condition is required periodically, rather than for one continuous period of time, and may include leave periods ranging anywhere from an hour or more to several weeks.

2. Where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic or serious health condition even if he or she does not receive treatment by a health care provider.

When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the County which meets the employee's needs without unduly disrupting the employee's operations, subject to the approval of the health care provider. Where leave is taken on an intermittent or reduced leave schedule basis, the County reserves the right to limit such leaves to the shortest period of time (one hour or less) that the County payroll system uses to account for absences or use or leave.

In cases of intermittent or reduced leave schedule, the amount of leave used toward an employee's total 12-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.

## VIII. DELAY/DENIAL OF FMLA AND LEAVE

The County may delay and/or deny FMLA leave under the following circumstances:

- where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the County may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave;

- where an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the County may delay continuation of FMLA leave until the employee submits the certification;

- where an employee never provides requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.

#### IX. EMPLOYEE HEALTH BENEFITS DURING LEAVE

Group health care coverage will continue for employees on leave as if they were still working. The maximum period of such coverage is six (6) months. After six (6) months, employees are responsible for making sure the County receives premium payments in accordance with applicable COBRA regulations. The Employee Relations Department will provide a schedule of payment amounts and due dates.

#### X. RETURN TO WORK REQUIREMENTS

Employees on approved FMLA leave or Contractual leave may be required to periodically report their status and intent and ability to return to work.

Where an employee has taken leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce certification of his ability to return to work and undergo a fitness for duty examination. This requirement will only be imposed where all similarly situated employees in the employee's job class are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. This fitness-for-duty exam will not be required when the employee has taken an intermittent leave for his/her health condition.

#### XI. REINSTATEMENT AT CONCLUSION OF FMLA LEAVE

At the conclusion of FMLA leave, an employee will be reinstated to an equivalent position with equivalent terms and conditions as the employee held prior to taking FMLA leave. An employee has no greater right to reinstatement and to other benefits and conditions of employment, however, than if the employee had been continuously employed during the FMLA leave period.

If at the conclusion of the 12-weeks of FMLA leave, the employee is unable to return to work, the employee no longer has the protections of FMLA. Contractual Sickness leave may be available, however.

#### XIII. PENALTIES FOR FRAUD

An employee who fraudulently obtains FMLA or contractual leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the County will take all available appropriate disciplinary action against such employee due to such fraud.

#### XIV. ACCRUED PAID LEAVE

Any accrued paid leave time (e.g., vacation, sick days, personal days) held by an employee at the time FMLA leave or contractual sick leave is taken must be used concurrently with FMLA leave pr

contractual leave, except that the employee has the option of preserving up to twenty (20) sick days for the employee's own personal illness.

## ATTACHMENT 11

### TRANSITIONAL DUTY

#### Section 1

The County and the Union agree to implement a Transitional Duty Program to help control workers' compensation expenses and to assist employees to return to work after compensable injury. From time to time, employees may be unable to perform the full range of duties required of their regular job due to job-related injury or disease compensable under the Pennsylvania Workers' Compensation Act. In order to provide gainful employment to these individuals, the County may create transitional duty jobs within the Bargaining Unit. These jobs may be filled only by County employees who are subject to work restrictions as a result of compensable work-related injury or disease. These jobs may also be offered on a voluntary basis to employees on non-occupational disability, including pregnancy.

#### Section 2

The right to determine whether or not to create or eliminate transitional duty jobs and the assignment of eligible employees to fill such jobs shall be vested exclusively in Management.

- (a) Transitional duty jobs shall not be filled in accordance with the posting and bidding provisions of this Agreement.
- (b) Assignment to transitional duty jobs shall be subject to the nondiscrimination provisions of this Agreement.
- (c) Transitional duty jobs shall not be used to erode the Bargaining Unit or reduce permanent staffing requirements.
- (d) Employees assigned to transitional duty jobs shall not be subject to the layoff and recall provisions of this Agreement.
- (e) In the event of a layoff, transitional duty employees shall not be used to perform work which would otherwise have been performed by employees on layoff.
- (f) Except as otherwise set forth in this Agreement, employees assigned to transitional duty jobs shall not lose seniority or other contractual benefits as a result of said assignment.
- (g) Employees on non-occupational disability, including pregnancy, may decline offers of transitional duty employment without loss of contractual benefits they may otherwise be entitled to under this Agreement.

#### Section 3

An Employee assigned to Transitional Duty shall earn the same hourly wage as he/she was earning before suffering the compensable injury. Unless mutually agreed otherwise, the employee will be assigned to the same shift as he/she was working at the time of the injury.

In the event the earnings of an employee assigned to transitional duty exceed the employee's average weekly wage at the time of the compensable injury, the employee shall no longer be entitled to partial disability payments in accordance with the Pennsylvania Workers' Compensation Act. The employee shall execute any necessary supplemental agreements to suspend temporary disability payments. In the event the injury recurs and workers' compensation benefits are reinstated the employee's average weekly wage will be calculated, in accordance with the Workers' Compensation Act, as of the date of the original injury.

#### Section 4

Fringe benefits for employees assigned to transitional duty will be determined on the basis of the employee's pre-disability entitlement. For example, a full-time employee assigned to transitional duty on a part-time basis shall receive fringe benefits as though working full-time.

#### Section 5

Employees in transitional duty jobs shall be returned to their regular jobs at such time as they are medically certified to return to that job. Return shall be accomplished as soon as is practicable after receipt of the requisite certification.

#### Section 6

The decision as to whether or not to offer a transitional duty position to an employee, and whether an employee shall remain in transitional duty position will depend on availability of suitable transitional duty positions and the discretion of the Director of Employee Relations. Transitional duty positions are not regular jobs.

Employees are not required to accept offers of Transitional Duty Assignments during the first twelve (12) weeks after incurring a work related injury. This period corresponds to the period when the employee may be entitled to leave under the Family Medical Leave Act. However, in the event an employee declines an offer of Transitional Duty during the first twelve (12) weeks after incurring a work related injury, the period will be considered as FMLA leave.

Assignment to a transitional duty position shall not exceed 180 calendar days from the first day of assignment. If additional days in the transitional duty position are requested by the employee's attending practitioner based upon a return to work within an additional thirty (30) days beyond the original 180 days, the request and any other necessary documentation must be supplied to the County's Employee Relations Director within five (5) business days prior to the end of the initial 180 day period.

If at the end of 180 calendar days (except as noted in the preceding paragraph) the employee is not capable of returning to his/her regular position, the Transitional Duty assignment shall terminate, unless mutually agreed otherwise.

#### Section 7

The parties agree that implementation of this Transitional Duty Program will likely require continued monitoring and discussion. The parties agree to meet periodically on request to discuss the Transitional Duty Program and methods to improve it. It is agreed that the Program will be administered in such a fashion as to accommodate the legitimate needs of employees with respect to hours of work and shift assignments. In the event there are any changes to the Program proposed by either the County or the Union, the same will be negotiated.