

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF LACKAWANNA

AND

THE LACKAWANNA COUNTY DEPUTY SHERIFFS' ASSOCIATION

FOR THE PERIOD

JANUARY 1, 2010

THROUGH

DECEMBER 31, 2013

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ARTICLE I - RECOGNITION

Section 1. The County of Lackawanna, hereinafter referred to as the "County," hereby recognizes the Lackawanna County Deputy Sheriffs' Association hereinafter referred as "Union," as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the County's Deputy Sheriffs.

Section 2. The Union's bargaining unit shall include all full-time and regular part-time Deputy Sheriffs, Deputy Sheriffs Corporals and Deputy Sheriffs Sergeants, and shall exclude all ranks above Sergeant including, but not limited to the Chief Deputy, management level employees and confidential employees as defined in the Public Employee Relations Act. The criteria for determining whether an employee is "full-time" or "regular part-time", is set forth in Section 4 below.

Section 3(a). It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety, and welfare. Unresolved disputes between the County and the Union, are injurious to the public and both parties are, therefore, aware that adequate means must be established for minimizing them and providing for their resolution. The County and the Union agree that the overall policy may be best accomplished by negotiation in good faith and entering into written agreements evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the County and its employees and to insure to the public, orderly and uninterrupted services.

Section 3(b). In order to further the objective of harmonious and cooperative relationships, the Sheriff or his designee(s), representatives of the County, and representatives of the Association shall meet periodically to discuss safety, working conditions, and other matters of mutual concern.

Section 4. For purposes of determining an employee's status beginning in January 1, 2001, any employee covered by this agreement who works in excess of 70 hours in a pay period for a total of sixteen (16) pay periods in a calendar year shall be considered a "full-time" Deputy Sheriff. Any employee covered by this agreement who works less than 70 hours in a pay period shall be considered a "regular part-time" Deputy Sheriff in the following calendar year and thereafter. Once a regular part-time Deputy Sheriff is reclassified as a full-time Deputy Sheriff, said employee shall receive any and all wages and benefits he or she is entitled to under this Agreement. Any employee who works at least 1,000 hours in a calendar year shall participate in the County Pension Plan in accordance with the County Pension Law.

Section 5. (a) The Commissioners of Lackawanna County or their duly authorized representatives or designees have communicated and consulted with the Sheriff or his duly authorized representatives or designees to obtain from the Sheriff his concerns about and responses to the Association's proposals as well as relevant input into the County's proposals submitted during negotiations which resulted in the terms of this collective bargaining agreement.

(b) The County shall involve the Sheriff in the grievance procedure and support the Sheriff's requests and input at any grievance arbitration hearing. The County shall also support the Sheriff's request to appeal any arbitration award. Any action taken by the Sheriff with respect to the selection, discharge or supervision of deputy sheriffs which is not arbitrable shall be resolved through a proceeding in law or equity before a court of competent jurisdiction.

(c) The parties recognize that the authority of the County Commissioners as the managerial representative for the County to enter into bargaining agreements with unions under the terms of the Public Employee Relations Act shall be exercised consistent with statutory authority, including, but not limited to, Section 1620 of the County Code, and controlling case law.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Union recognizes that an area of responsibility must be reserved to the County Commissioners and Sheriff if county government is to function effectively. In recognition of this principle, it is agreed that the following responsibilities of management are not subject to the collective bargaining process and are inherent management rights.

(a) The determination of the governmental services rendered to the citizens of Lackawanna County.

(b) The functions and programs of Lackawanna County.

(c) The standards of services performed by the County for the citizens of the County.

(d) The determination of Lackawanna County's financial, budgetary, accounting and organization policies and procedures.

(e) The utilization of technology and the selection and direction of personnel.

(f) The continuous overseeing of human resources policies, procedures and programs of county personnel within county government.

Section 2. Unless specifically limited by the written provisions of this agreement, the County and Sheriff shall continue to have the exclusive right to take any action it deems appropriate in the management of the County and direction of the work force in accordance with its judgment. All management rights, functions, powers, privileges and authority which the County did not specifically modify or restrict by a written provision of this agreement are retained and vested exclusively in the county and are not subject to arbitration under this agreement.

ARTICLE III - UNION SECURITY

Section 1. In accordance with the Public Employee Fair Share Fee Law, Act No. 1993-15, 43 P.S. §1102.1, *et seq.*, each non-member of the Collective Bargaining Unit covered by this Agreement shall be required to pay to the Association a Fair share fee, which shall mean the regular membership dues required of the members of the Association less the cost for the previous fiscal year Association's undertaking which were not reasonably employed to implement or effectuate the duties of the Association as the exclusive representative of the members.

(a) To implement this Fair Share Agreement in accordance with the Public Employee Fair Share law, the Association shall provide to the County with the name of each non-member who is obligated to pay fair share fee, the amount of the fee that he/she is obligated to pay, and a reasonable schedule for deducting the amount from the annual straight-time hourly wage of the non-member. The County agrees to deduct the fee in accordance with the schedule and promptly transmit the amount deducted to the Association.

(b) Annual Notice. As a pre-condition of Fair Share Fees, the Association shall establish and maintain a full and fair procedure, consistent with Constitutional requirements, that provides non-members, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by non-members to the amount of the fee. The procedure shall provide for an impartial hearing before an Arbitrator to resolve disputes regarding the amount of the chargeable fee. The County of Lackawanna agrees not to refuse to carry out its obligations under this article on grounds that the Association has not satisfied its obligations under this section.

(c) The provisions of the Public Employee Fair Share Fee Law are hereby incorporated by reference and made a part of this Agreement.

(d) All deductions made pursuant to this article shall be transmitted to the Association no later than the 10th day following the end of the pay period in which the deduction is made.

Section 2. The Union shall indemnify and save the County harmless from any action arising out of or resulting from this article.

Section 3. The names of new employees shall be furnished to the Union within the first thirty (30) days of employment.

During the first sixty (60) days of employment, an employee may be transferred within the bargaining unit, disciplined and/or discharged by the County, and such action(s) will not be subject to the grievance or arbitration procedure.

ARTICLE IV - CHECK-OFF

Section 1. The County shall deduct regular initiation fees and monthly dues from the pay of employees covered by this agreement. The Union shall advise the County of the appropriate rate for dues deductions in writing. Any changes in the initiation fees or monthly dues must be provided by the Union to the County, in writing. Such changes shall be implemented no later than thirty (30) days from the written notification.

Section 2. Deductions under Section 1 shall be made during the first pay period of each month.

Section 3. All deductions under Section 1 shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4. The Union shall indemnify and save the County harmless from any action arising out of or resulting from deductions permitted pursuant to this Article and agreement and commenced by an employee against the County or the County and the Union jointly.

ARTICLE V - STRIKE PLEDGES

Section 1. For the duration of this agreement, or any extension thereof, the Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike. A strike is defined as a concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. Failure or refusal on the part of any employee to comply with any provision of the article shall be cause for discharge.

Section 2. In consideration of this no-strike pledge, the County shall not lockout employees, as defined in Article I, Section 2, for the duration of this agreement or any extension thereof.

ARTICLE VI - UNION BUSINESS

Section 1. Any employee designated by the Union as a steward shall be granted reasonable time off to process and adjudicate any grievance that may arise under the terms and conditions set forth in this agreement, with the provision that he/she must first obtain the permission of his/her supervisor before leaving his/her work area and/or work assignment to handle the grievance. Failure or refusal on the part of any such employee(s) to comply with any provision in this article shall be cause for disciplinary action.

Section 2. The Union may appoint a reasonable number of stewards. The Union shall furnish the County with a written list of stewards indicating the department(s) and shift to which each is assigned, and further, shall promptly notify the County in writing of any changes therein.

Section 3. Any two employees designated by the Union as the Collective Bargaining Representatives shall be granted reasonable time off to participate in collective bargaining negotiations, interest arbitration and any other activity involving the negotiation of a

Collective Bargaining Agreement between the Association and the County. The Collective Bargaining Representatives must first notify his/her supervisor prior to leaving his/her work area and/or work assignment.

ARTICLE VII - UNION VISITATION - BULLETIN BOARDS

Section 1. The accredited representative of the Union shall be permitted to enter the County premises during working hours, with the proviso that at no such time shall such visitation rights interfere with the work requirements of any employee or the operations requirements of his/her department or the County.

Section 2. The Union may post notice, pamphlets and bulletins on County bulletin boards in areas mutually agreed upon provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene or defamatory of the County or its representative or to any individual or which constitutes election campaign material.

Section 3. Upon request from an appropriate County official or his/her designee, the Union will immediately remove any notice or other writing that the County believes violates this section.

ARTICLE VIII - NON-DISCRIMINATION

Section 1. The Union agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex, political affiliation, mental/physical handicap or the proper exercise by an employee of his/her rights guaranteed by Act No. 195.

Section 2. The County agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, age, sex, political affiliation, mental/physical handicap or the proper exercise by an employee of his/her rights guaranteed by Act No. 195.

ARTICLE IX - SENIORITY

Section 1. The principle of bargaining unit seniority shall apply to all conditions of employment.

Bargaining unit seniority shall be defined as the length of the employee's last continuous service within the bargaining unit.

Section 2. LAYOFFS

In the event of a layoff, temporary and/or probationary employees shall be laid off first and they shall have no recall rights. If additional employees are to be laid off, all part time employees shall be laid off prior to full time employees. No full time employee shall be laid off or lose work opportunity for so long as the County and/or Sheriff employs part time employees. All layoffs shall be by strict seniority.

Section 3. RECALL

An employee shall be recalled to work in the following manner: The last employee laid off will be the first employee recalled to work.

Section 4. PROMOTION

(a) A promotion shall occur when an employee moves to a job with a higher annual straight-time hourly wage.

I. If the County and/or Sheriff determines to make a promotion because of a job left vacant by discharge or voluntary quit, it shall be done by posting the vacancy for a period of seven (7) working days on the bulletin board maintained for that purpose.

II. The posting notice shall contain the following:

- 1) The job which the County and/or Sheriff desires to fill;
- 2) The number of opening or jobs to be filled;
- 3) The qualification of the job;
- 4) The time limit for filing of same.

(b) An employee who wishes to apply for a posted job shall, in writing, indicate his/her qualification for the job and shall file his/her bid within the prescribed time limit.

(c) In determining who shall be a successful bidder for the job and in determining the most qualified employee, the County and/or Sheriff shall take into consideration the principle of the bargaining unit seniority if, first, experience, ability to perform the work, efficiency and record of satisfactory service are all equal.

(d) An employee who enters into a new job shall be subject to a 60-day trial period. An employee shall have an opportunity during this trial period to revert back to his/her former job classification. If the County and/or Sheriff determines an employee is unsatisfactory in his/her new job, it shall notify the Union and return the employee to his/her previous job.

(e) Any vacancy developing after the posting of such vacancy on three (3) occasions will not be subject to the posting provisions outlined herewith.

Section 5. LOSS OF SENIORITY

An employee shall lose seniority and seniority rights and shall be considered a new employee if rehired upon occurrence of any one of the following:

- (a) Voluntary quit;
- (b) Discharge for cause;
- (c) Absence from work for three (3) days without prior notification and consent of the supervisors;
- (d) Failure to return to work within twenty-four (24) hours after recall notice to return to work;
- (e) Failure to return to work on the first working day after completion of a leave of absence;
- (f) Layoff for twelve (12) consecutive months;
- (g) Giving false reason for obtaining a leave of absence;

(h) Violation of any provision of this agreement.

(i) When an employee occupies a position outside the bargaining unit and remains in that position for more than one (1) year.

(j) A recalled employee shall be permitted, if necessary, to give two weeks' notice to an employer before being required to report back to work.

Section 6. All work engaged in outside of the hours of the standard shifts identified in Article XIV Section 3 must be offered to full-time deputies first, except when the employee is on vacation, off sick, on a personal day or on comp time, by posting the work for bid and awarding it by seniority among the bidders. If there is still work available then it must be offered to part-time deputies. This shall be done by posting all available shifts on the bulletin board for two (2) days one week prior to the shift. All full-time employees who want to be assigned to the work shall sign the posting which shall have adequate space to allow for employee signatures. The County shall determine the number of Deputies needed for the available work and then shall assign the work to those employees who signed the posting who have the greatest seniority among those employees who signed the posting.

If additional employees are needed to cover any shift or assignment, such work shall also be offered to full-time employees on the basis of greatest length of seniority.

If there is still work available after all full-time employees have been offered such work in accordance with the work assignment procedures of this section, then any such remaining work may be offered to part-time employees.

Section 7. As a general rule, no part-time employee shall be put in a supervisory position over a full-time employee. The only exception to this rule is when none of the full-time employees assigned to the detail have supervisory experience.

Section 8. Bargaining unit seniority shall accumulate during periods of layoff.

ARTICLE X - JOB EVALUATION AND CLASSIFICATION

Section 1. The administration and operation of the job evaluation program, including the addition of job descriptions and job classifications, as well as the allocation and reallocation of positions are the functions and responsibilities solely of the County and Sheriff.

Section 2. The main objectives of the annual employee performance evaluation are:

(a) To help employees achieve a high level of efficiency through regular supervisory evaluation of the factors affecting their performance.

(b) To discover those employees in the Sheriff service who exhibit a capacity for work at a higher level.

(c) To discover those employees in the Sheriff service who are unsuited for Sheriff employment.

Employment evaluation is a continuous process which involves observation, evaluation, discussion, criticism, assistance and recognition. It is the duty of the Sheriff to be aware of the level of performance of the employees under his/her supervision. Encouragement and assistance should be given to employees to improve substandard performance, and recognition should be given to employees whose performance is superior.

Section 3. The performance of each employee will be reviewed annually by the supervisor from June 1 - June 30.

Section 4. The performance evaluation shall simply state if an employee's work performance is satisfactory or unsatisfactory, if unsatisfactory, reason(s) for same will be so stated, subject, if necessary, to an informal hearing between this Union, employee and Sheriff. Thirty (30) days after the date of the first unsatisfactory rating a second rating shall be rendered. If this second rating is still unsatisfactory, such employee shall be subject to disciplinary action under the just cause provisions of this agreement.

Section 5. The Sheriff or County shall have the responsibility for the adoption of standard forms and procedures to govern the administration of the evaluation system.

ARTICLE XI - GENERAL AND WORK CLOTHING, ETC.

Section 1. It is the obligation of each employee to keep the County advised of his/her current address and telephone number and for the purposes of this agreement the county may rely on the last address and telephone number supplied by an employee.

Section 2. The County will purchase for each Deputy Sheriff the following complement of items when hired as a full time Deputy and will replace said items in accordance with the following schedule:

<u>Quantity</u>	<u>Item</u>	<u>Replacement</u>
1	Jacket	4 years
10	Pants, Short sleeve shirts or long sleeve shirts, BDU pants, concert shirt, turtle neck, fleece coat, baseball hat, black sweater, fur trooper hat and under belt (at the option of the Deputy)	yearly
2	Blazers (clerical deputies only)	yearly
1	Regular belt (clerical deputies only)	yearly
1	Raincoat	4 years
2	Ties	yearly
1	Shoes	yearly
1	Hat-summer	2 years
1	Hat-winter	2 years
1	Rain cover-hat	2 years
1	Hat badge	5 years
1	Coat badge	5 years
1	Duty belt	5 years
1	Long handcuff key	yearly
1	Holster	5 years
1	Mag pouch	5 years
1	Handcuff case	5 years
1	Flashlight holder	5 years
1	Large Flashlight Ring	5 years
1	Holder for OC Spray	5 years
1	Nightstick w/ring	5 years
1	Flashlight	6 years
1	Bullet proof vest	5 years
6	Keepers	5 years
1	Handcuffs	6 years

1	Sig P-229	20 years
2	Extra mags	5 years
2	Pepper Spray (for qualified deputies)	3 years
1	collar pin	One time
1	tie tack	One time
1	name tag	2 years
1	pair search gloves	yearly

The County agrees to purchase a gun for every full time deputy sheriff hired during the term of this Agreement.

(a) The timetable for the items listed in this Section 2 shall run as of the date of issuance or purchase. In conformance with the schedule, items issued or purchased earlier than the listed replacement period shall be replaced.

(b) Any unit employee who spends at least 75% of their time at work performing non-clerical unit job duties shall be issued the complement of items listed in this Section 2.

Section 3.

(a) Regular part-time employees who worked 1,000 hours or more in the preceding calendar year shall immediately receive a \$400.00 credit to be used at a County approved uniform or equipment supplier in the succeeding calendar year. Regular part-time employees who worked fewer than 1,000 hours but more than 250 hours in the preceding calendar year shall immediately receive a \$250.00 credit to be used at a County approved uniform or equipment supplier in the succeeding calendar year.

(b) Regular part-time employees shall receive ammunition in a sufficient amount to participate in the yearly certification program which they are required to complete without cost to the part-time Deputy Sheriff.

Section 4. When an employee uses his/her own automobile for county business, upon the direction of his/her Department Head or Supervisor, the County will reimburse his/her mileage at the reimbursement rate authorized by the Commonwealth of Pennsylvania. The form used to verify mileage will be determined by the County.

Section 5. Meals shall not be provided. An employee may leave the premises if he/she so desires for lunch period of one (1) hour. In the event an employee shall upon return exceed the one (1) hour period, such employee shall be subject to loss of money equal to the time of such tardiness or to disciplinary action.

Section 6. Any employee who persistently is tardy in reporting for work, including tardiness in reporting back from meal-time, shall be subject to disciplinary action.

Section 7. All employees when at work may be required to wear security identification badges issued by the County. Upon termination of employment with the County, all badges must be returned to the Human Resources Office.

Section 8. The Sheriff agrees to pursue all available grants for the purchase of vests for part-time deputy sheriffs and will distribute them as they are obtained.

ARTICLE XII - WAGES

Section 1. The straight-time hourly wage schedule in effect for 2009 shall be increased by three percent (3%) effective January 1, 2010. The straight-time hourly wage schedule in effect for 2010 shall be increased by three percent (3%) effective January 1, 2011. The straight-time hourly wage schedule in effect for 2011 shall be increased by three percent (3%) effective January 1, 2012. The straight-time hourly wage schedule in effect for 2012 shall be increased by three percent (3%) effective January 1, 2013. Wage provisions are retroactive to January 1, 2010. The hourly wage scale shall be based on 2,080 hours annually, with the exception of the two deputy sheriffs who as of February 16, 2011 (the date of the Interest Arbitration Award for this Agreement) regularly work thirty-five (35) hours per week. The straight-time hourly wage rate for the latter two deputy sheriffs shall be based on their 2009

converted hourly rate, with the 3% wage increases applied thereto for 2010, and additional 3% wage increases each year thereafter.

	Contract	Contract	Contract	Contract	
		Year 1	Year 2	Year 3	
		<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>	<u>Jan. 1, 2012</u>	
				Year 4	
				<u>Jan. 1, 2013</u>	
<u>HOURLY STEP</u>		3%	3%	3%	3%
1 (START)		\$15.43	\$15.89	\$16.37	\$16.86
2 (AFTER 1 YEAR)		\$16.05	\$16.53	\$17.03	\$17.54
3 (AFTER 2 YEARS)		\$16.69	\$17.19	\$17.71	\$18.24
4 (AFTER 3 YEARS)		\$17.36	\$17.88	\$18.42	\$18.97
5 (AFTER 4 YEARS)		\$18.05	\$18.59	\$19.15	\$19.72
6 (AFTER 8 YEARS)		\$18.78	\$19.34	\$19.92	\$20.52
CORPORALS		\$19.49	\$20.07	\$20.67	\$21.29
SERGEANTS		\$20.21	\$20.82	\$21.44	\$22.08

This pay scale reflects that, as of January 1, 2000, the pay scale of security deputies shall be equal to that of the non-security deputies. This in no way shall inhibit the right of the Sheriff to designate an employee as a non-security deputy or a security deputy. Any employee working less than full-time shall be paid a proportionate rate subject to Section 2 below.

Section 2. Part-Time Deputy Sheriff Wage Rates

The straight time hourly wage to be paid to each part-time deputy sheriff, as of 1/1/10, shall be 82.2% of the straight-time hourly wage rate paid to an entry level full-time deputy sheriff who is employed and paid on a 40-hour per week basis. The straight-time hourly wage to be paid to each part-time deputy sheriff, as of 1/1/12, shall be 85% of the straight-time hourly wage paid to an entry level full-time deputy sheriff who is employed and paid on a 40-hour per week basis, with the hourly wage rates for each year of the Agreement for part-time deputy sheriffs to be as follows:

Part-Time

Contract Year 1/1/10	\$12.68 per hour
Contract Year 1/1/11	\$13.06 per hour
Contract Year 1/1/12	\$13.91 per hour
Contract Year 1/1/13	\$14.33 per hour

Section 3. An employee temporarily transferred to a lower-rated job for the convenience of the County or Sheriff shall receive his/her rate of the job from which he/she was transferred. An employee temporarily transferred to a higher-rated job for the convenience of the County or Sheriff shall receive his/her present straight-time hourly rate of pay or the minimum straight-time hourly rate of pay for the job to which he/she was transferred, whichever is greater. Whenever a temporary transfer exceeds thirty (30) working days, the position must be posted pursuant to Article IX, Section 4.

ARTICLE XIII-SHIFT DIFFERENTIAL

Section 1. The shift differential for the term of this Agreement shall be sixty cents (\$.60) for employees working on the second shift and sixty-five cents (\$.65) for employees working on the third shift. The County rejected the Union's request for shift differential for part-time Deputy Sheriffs.

Section 2. In order for a deputy sheriff to be eligible for shift differential on the second shift, said deputy sheriff shall start his/her shift between 2:00 p.m. and 5:00 p.m. In order for a deputy sheriff to be eligible for shift differential on the third shift, said deputy sheriff shall start his/her shift between 10:00 p.m. and midnight. Shift differential shall be applicable regardless of whether a deputy sheriff also worked first shift on a day in which he/she is making a claim for shift differential.

Section 3. Shifts shall be identified in accordance with the following:

(a) Day (first) shift includes all turns regularly scheduled to commence between 5:00 a.m. and 10:00 a.m. inclusive.

(b) Afternoon (second) shift includes all turns regularly scheduled to commence between 2:00 p.m. and 5:00 p.m. inclusive.

(c) Night (third) shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 midnight inclusive.

Section 4. Shift differential shall be included in the calculation of overtime compensation.

ARTICLE XIV - HOURS OF WORK - OVERTIME

Section 1. The work week will start at 12:01 a.m. Sunday.

Section 2. The County shall retain the sole and exclusive right to determine work schedules, the number of shifts required and the necessity for overtime, subject to the following provisions of this article. The County shall distribute overtime by offering overtime in order of greatest seniority among full-time deputy sheriffs in the bargaining unit.

Section 3. The standard workweek shall consist of five (5) shifts, either seven (7) or eight (8) hours in duration, inclusive of a lunch period, for a total of thirty-five (35) or forty (40) hours per week. The shifts shall consist of consecutive hours. For the duration of this agreement, the existing shifts will remain consistent with past practice, as follows: (1) eight (8) hour shifts: 8:00 A.M. to 4:00 P.M.; 4:00 P.M. to midnight; and midnight to 8:00 A.M.; and (2) seven (7) hour shifts: 9:00 A.M. to 4:00 P.M. The County may determine that additional shifts are necessary, including shifts for the work referenced in Article IX, Section 6 of this agreement. Such shifts must be posted and bid in accordance with the principles of seniority referenced in Article IX, Section 6 and Article XIV, Section 2 of the agreement. The County is not entitled to split shift assignments, e.g., between a regular courthouse shift and a stadium detail or shift, except in the case of an emergency, where the County may exercise its management rights to detail employees where needed. If there is a managerial necessity to transfer an employee to a

different shift, the County may transfer the least senior qualified employee in the classification to be filled.

Section 4. The County and Sheriff shall be the sole judge of the necessity for overtime. However, any full-time deputy sheriff can work any 2 shifts in any 24 hour period including the first, second and third shift, unless the sheriff or his designee determines that the deputy cannot properly perform his/her duties because of working in an previous setting as it may affect the deputies' health and/or stamina and could become a safety issue.

Section 5.

(a) If any employee works more than either thirty-five (35) or forty (40) hours in one work week at a Courthouse shift (including the Mayfield, Domestic Relations Offices and the Juvenile Center), the employee shall receive time and one-half (1.5) or equivalent time off from work at the employee's discretion, for all hours worked in excess of the employee's regularly scheduled work shift. The employee must make the election of overtime or compensatory time on a pay period basis. A Deputy Sheriff who normally works in the Courthouse (including the Mayfield Domestic Relations Office and the Juvenile Center), who works in excess of his regularly scheduled shift as a result of the need for the assignment of additional Deputy Sheriffs in the Courthouse, as defined herein, where such additional need for staffing is not the result of the absence of one or more Deputies who have taken comp time, sick leave, vacation or a personal day, must be compensated at time and one-half (1.5) his regular rate of pay for all hours thus worked in excess of the employee's regularly scheduled work shift, either 35 or 40 hours per week.

Where a Deputy Sheriff is required to work in excess of his normally scheduled shift as a result of filling in any shifts at the Courthouse, as defined herein, which are vacant because of the absence of one or more Deputies who have taken comp time, sick leave, vacation or a personal day, or any shift created by the admission of a prisoner to a hospital, such Deputy Sheriff shall be compensated at time and one-half (1.5) his regular rate of pay for all hours thus

worked in accordance with Article XIV, Section 5(e), of the parties' Collective Bargaining Agreement.

(b) Overtime hours may not be pyramided.

(c) If due to an emergency or other compelling circumstances, the County should close its offices prior to the end of the normal business day, employees who are required to remain at their work location shall receive compensation in the amount of an additional one-half (.5) times the normal hourly rate for all hours worked from the time which the operations are terminated to the end of the shift in which such operations were terminated.

(d) Employees of the Sheriff's Department who are required to work in excess of their normally-scheduled shift as a result of an extension of the court day by the Presiding Judge shall be compensated at time and one-half the regular rate of pay for all hours thus worked.

(e) Employees of the Sheriff's Department who are required to work in excess of their normally-scheduled shift as a result of filling in any shifts at the courthouse which are vacant because of the absence of one or more Deputies who have taken comp time, sick leave, vacation or a personal day, or any shift created by the admission of a prisoner to a hospital, shall be compensated at time and one-half (1.5) the regular rate of pay for all hours thus worked, subject to Section 5(a) above. Full-time employees have first preference to the shifts. If no full-time employees request to work these shifts, they may be filled with one or more part-time employee(s) as necessary.

(f) Employees of the Sheriff's Department who work non-Courthouse shifts, such as baseball games, montage shifts, stadium shifts, concert shifts, etc., shall be entitled to a one-half (1/2) hour lunch break when feasible at the discretion of the responsible supervisor(s), when said shift exceeds eight (8) hours.

(g) Employees of the Sheriff's Department who perform work outside the Courthouse shifts shall be entitled to time and a half for all hours worked in excess of 40 hours per week.

(h) The 35-hour-per-week overtime rate for the deputy sheriffs subject to the grievance arbitration award issued by Arbitrator Ralph H. Colflesh, Jr., Esquire in the case of In the Matter of Arbitration Between Lackawanna County (Change of Work Schedules), AAA Case No. 14 390 01558 03 (Nov, 1, 2009), shall be preserved for the duration of this Agreement. These deputy sheriffs are the following: Glenn Capman, Robert Hines, John Symonies, David Pascolini, Donald Stets, and Ginger Kraycer.

Section 6. Sick days, comp days, personal days and vacation days shall be counted as days/hours worked in computing overtime.

Section 7. In case of emergency, any employee who has worked his/her regularly scheduled shift and is required to work additional continuous hours, shall be given a meal break of one (1) hour with pay for each four (4) hour period thereafter and shall be reimbursed by the County for such meals.

Section 8. In the event that a member of the Sheriff's Department is assigned to perform a trip that is not reasonably foreseen to be completed within that employee's normal shift plus two (2) additional hours, the employee shall have the right to remain at the assigned destination until the following day. Under such circumstances the employee shall be compensated in accordance with the existing practice.

Section 9. The county shall pay employees for any overtime work in the first full pay period immediately following the pay period such overtime was worked.

Section 10. No regular full-time deputy sheriff who is available to work or who regularly works a shift at the Courthouse shall be replaced by a part-time deputy sheriff.

Section 11. Mandated Work. This Section is to recognize that the Sheriff has exclusive right and authority to mandate work outside the normal shifts. The Sheriff does recognize that there shall be a fair procedure to be followed in mandating work for Deputies and would be as follows:

Any mandated work will be assigned to full-time Deputies in reverse order of their seniority and will continue on a rotating basis moving up the seniority list until all full-time Deputies that are needed have been mandated and will revert to the Deputy following the last Deputy mandated and continue thereafter.

ARTICLE XV-CALL-IN PAY-REPORT PAY

Section 1. An employee who is called into work or for mandated training at a time when he/she is not regularly scheduled to report for work shall receive a minimum of 4 hours at his/her regular rate of pay unless those hours cause the employee to work more than 40 hours in which case those hours shall be paid at the overtime rate.

Section 2. An employee who reports to work at the start of his/her regular shift shall receive a minimum of four (4) hours of work at his/her regular rate of pay unless the employee was notified in advance of his/her reporting that less than four (4) hours work was available in which case the employee will be paid at straight-time for the hours he/she was authorized to work.

Section 3. An employee will not be paid under the above when the failure by the County to provide work is due to causes or conditions beyond the County's control, such as but not limited to, extreme weather conditions or power failure. Notification to County employees not to report for work may be by mail to the person's last address, by telephone, in person, or when appropriate or necessary, by news media.

ARTICLE XVI-ATTENDANCE AND HOLIDAYS

Section 1. The following will be observed as paid holidays for all employees who adhere to a five (5) day work schedule:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Primary Election Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
General Election Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Good Friday

Plus four (4) days off as Personal Days may be taken by each employee adhering to a five (5) day work schedule upon one hour advance notice to the employee's supervisor/director.

Section 2. Any holiday that falls on a Saturday will be observed on the preceding Friday, and any holiday that falls on a Sunday will be observed on the following Monday.

Holiday leave shall be granted only during the calendar year in which the employee becomes entitled to it and at such time as is determined by the department head to be in the best interests of the department and public.

Section 3. Employees required to work on any of the holidays specified in Section 1 will receive his/her regular rate of pay including shift differential, if applicable, plus his/her holiday at time and a half, or a total of two and a half times his/her daily rate of pay for the holiday worked. The employee shall not receive holiday time off at a later date. To be eligible to receive holiday pay, any employee must work his/her last full scheduled work day

immediately preceding the holiday and his/her first full scheduled work day immediately following the holiday; if not, the employee shall not receive holiday pay.

Section 4. An employee who works any hours on the day of a holiday shall be paid the rates referred to above in Section 3 for all hours worked on that shift.

Section 5. When one of the holidays specified in Section 1 is observed during an employee's vacation, he/she shall be entitled to one (1) additional day's pay at straight time. If one of the holidays in Section 1 is observed during an employee's regularly scheduled day off, he/she shall be paid eight (8) hours on the basis of straight time. Such hours shall not be used in calculating or determining overtime payment and such hours shall not be pyramided. Hours actually worked shall be the only hours used in the computation of daily or weekly overtime.

Section 6. The Sheriff will post day shift holiday work opportunities and the senior deputy who signs the posting will be awarded the holiday work at time and one-half as pay plus payment for the holiday. With regard to holiday shifts of 4:00 p.m. to Midnight and Midnight to 8:00 a.m., these shifts will not be posted unless the regular deputy assigned to them takes the day off in which case they will be posted and awarded by the same seniority procedure.

ARTICLE XVII-VACATIONS

Section 1. In each calendar year, each employee adhering to a five (5) day work schedule shall earn an annual vacation with pay according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>ENTITLEMENT</u>
After six (6) months to one (1) year	5 days
After one year	10 days
Five (5) to nine (9) years	15 days
Ten (10) to fifteen (15) years	20 days
Sixteen (16) years	21 days
Seventeen (17) years	22 days
Eighteen (18) years	23 days
Nineteen (19) years	24 days
Twenty (20) years and over	25 days

Employees receive their vacation day entitlement during the year in which they reach their anniversary.

Section 2. Annual vacation leave to which an employee will become entitled during the year may be used before it is actually earned, except that employees appointed on a temporary basis shall not be permitted to anticipate leave.

Section 3. Whenever an employee is transferred from one County department to another, he/she shall be credited in the new department with all remaining vacation leave to which he/she was entitled before the transfer occurred.

Section 4. Department heads should schedule their employees work so as to enable each employee to take the vacation leave to which he/she becomes entitled during the year. Vacation leave shall be granted at such times as determined by the department head to be consistent with the provisions of full services to the public and the best interest of the department.

Vacation leave shall not accumulate from year to year. If an employee does not use all or part of his/her vacation leave because of the specified request, or at the direction of management, then only shall the employee be compensated for his/her unused vacation leave at the beginning of the following year. The rate of pay at which the unused vacation time will be paid will be the number of unused days times the employee's straight-time hourly rate of pay during the year he/she should have taken his/her vacation. Otherwise, an employee shall not be compensated for any unused vacation leave.

Section 5. All requests for vacations must be submitted to the Chief Deputy Sheriff by September 15th in any given year. A response to the request for vacation will be returned at least three (3) weeks prior to the date(s) requested. If sooner notification is needed, early approval may be requested, but it will depend on the circumstances and it is within the discretion of the Chief Deputy to grant same. If cancellation of an approved vacation is needed, the Chief Deputy must be notified at least one week prior to the approved date(s). If there is a

conflict and resolution of the conflict that does not compromise the Department's services to the public, vacation shall be granted to the most senior Deputy.

Regardless of this policy for vacation, the Sheriff may cancel or call a deputy in from vacation if an unanticipated serious office emergency occurs.

Section 6. If an employee is permanently separated from employment, he/she will only be paid for vacation time earned but unused within the calendar year (pro-rated).

Section 7. In order to earn his/her full monthly leave (1/12th of annual portion of vacation benefits in any month) a regular full-time employee must work or otherwise be on compensable status for at least seventeen (17) full work days in that month. A regular full-time employee who works or is otherwise on compensable status for at least ten (10) but less than seventeen (17) work days in any month shall earn one-half (1/2) of his/her vacation entitlement during that month. Compensable status shall be defined, for this Article and all other Articles of this Contract, as time during a work day in which an employee was compensated when not working because of scheduled holidays or the employee's use of compensatory time, vacation/annual leave, personal time, sick time, bereavement leave, FMLA leave, and a worker's compensation leave of absence not to exceed six (6) months.

ARTICLE XVIII-HEALTH AND WELFARE PROGRAM

Section 1. The County agrees to provide the existing health and welfare plan set forth in the following subsections, or for a plan which contains benefits equal to or better than the existing one. Effective January 1, 2011, and continuing without increase for the term of this Collective Bargaining Agreement, the employee cost for health insurance under the County's group health plans shall be \$25.00 per month for single coverage and \$50.00 per month for family coverage. Further, there shall be no increase in drug prescription co-payments for the entire term of the Collective Bargaining Agreement.

(a) Employee and Dependent coverage for hospital, medical and surgical benefits as specified in Section 2 for all eligible employees.

(b) Employee and Dependent coverage for basic Dental and Supplemental Benefit Program. There is a two thousand (\$2,000) per year family member annual benefit limitation upon the dental program provided by this Agreement.

(c) Employee and Dependent coverage for prescription benefits.

(d) Employee and Dependent coverage for vision care benefits. The County agrees that should it increase employee and dependent coverage for vision care benefits so as to include full vision benefits including ophthalmological and surgical benefits together with regular eye examination and eyeglass coverage or should it agree to provide further increases in existing benefits or any new benefits not heretofore granted through collective bargaining negotiations or any other procedure to any other bargaining unit of employees or to any other group of employees employed by the County during the term of this Agreement, that then, in such event, the County shall immediately make available to the members of the Deputy Sheriffs bargaining unit all such increases or new benefits without increase in cost to them.

Section 2. All full-time employees will be entitled to choose from the Geisinger HMO or the Blue Cross/Blue Shield HMO. Any change in health care providers must result in a plan equal to or better than the existing one, and must also provide for pre-existing conditions. The County shall continue to offer the one thousand dollar (\$1000) buyout of medical insurance for the term of this agreement.

Section 3.

(a) The County shall provide group life insurance coverage for regular full-time employees in the amount of \$35,000 for the term of this Agreement.

(b) Should a Deputy Sheriff be killed in the line of duty, the County agrees to provide medical, hospital and surgical benefits under its group medical insurance program to the deceased Deputy Sheriff's spouse and minor children at the same cost as paid by Deputy Sheriffs. The medical, hospital and surgical benefits to be provided to the spouse and children of a deceased Deputy Sheriff pursuant to this section shall continue until the minor child reaches the age of 18 or, if the child is enrolled as a full-time student in a college or other

institution conferring post-high school academic or vocational degrees or certification, until such child completes such education or training but in no event later than the date of which the child reaches age 22. The benefits provided herein for the spouse of the deceased Deputy Sheriff shall continue until the spouse remarries or reaches age 65, whichever occurs first. Should a spouse of a deceased Deputy Sheriff have available from other sources a medical insurance program for the spouse and any eligible child comparable to that provided herein, the County may elect to pay the spouse's share of that insurance program.

Section 4. County employees who suffer an on-the-job injury or illness that may be work-connected, can submit an application for workmen's compensation benefits. Employees thereby may be eligible for benefits under the provision of the Workmen's Compensation Act, P.L. 736 of 1915 as amended. Under no circumstances will employees be allowed to utilize sick leave while collecting benefits under the Workmen's Compensation Act P.L. 736 as above mentioned. In addition, for any employee receiving Workmen's Compensation for a period of up to six months, the County agrees to continue the employee's existing health insurance plan for this period only. If the period extends beyond the six month period, the employee on Workmen's Compensation will be responsible for his/her own health insurance plan or will reimburse in advance the County for the cost of maintaining the County health insurance on a month-to-month basis.

Section 5. The County shall make available to any employee covered by this Agreement who shall retire from service with the County of Lackawanna at any time after the employee reaches the age of 62 COBRA benefits under the existing Health and Welfare Plan for the employee and the employee's spouse until each reaches the age of 65. The employee shall make regular payments as required by the County to continue these benefits.

Section 6. The County shall reimburse for T.B. and Hepatitis vaccine shots upon proof of payment for part-time Deputy Sheriffs who work 800 or more hours per year.

ARTICLE XIX-PENSION

Section 1. All employees covered by this Agreement shall receive the benefits of and are subject to the terms and conditions of the County Retirement Law.

Section 2. If at any time during the effective period of this Agreement the County is given the legal right to assume all or part of the present employee's pension contribution, the County agrees to reopen the article for discussion upon being given thirty (30) days written notice by the Union of its intent to do so.

ARTICLE XX-SICK LEAVE

The provisions of this section shall govern the administration of sick leave. Employees shall be credited for sick leave starting from the date of employment. Employees, however, shall not accrue any sick leave entitlement during the probationary period of sixty (60) days.

Section 1. All employees shall be entitled to twenty (20) working days of sick leave.

Section 2. Sick leave shall be granted when an employee is required to be absent from work because of:

- (a) Illness of the employee;
- (b) Serious illness of a member of the employee's immediate family or household requiring his/her personal care and attention;
- (c) Contact with or exposure to a contagious disease rendering the employee's presence hazardous to fellow employees.
- (d) Necessary medical or dental attention that cannot be scheduled during non-working hours.

Section 3. Proof of illness in the form of a medical certificate shall be required if for reasons under paragraphs (a), (b), (c) or (d) above, an employee is absent for three (3) consecutive work days or if the illness occurs during an employee's annual leave. Any misrepresentation shall be cause for discharge.

Section 4. Whenever an employee transfers from a position in one County department to another, he/she shall be credited in the new department with all remaining sick leave to which he/she was entitled before the transfer occurred.

Section 5. Employees shall be credited with paid sick leave at the rate of one and two-thirds (1-2/3) sick days per month or twenty (20) work days per year. Unused sick leave shall be cumulative and available for further use provided that the balance of the credit at any time shall not exceed one hundred and eighty (180) days for the term of this Agreement. Upon retirement, as defined under the normal retirement provisions of the Pension Manual, an employee will be entitled to the buyback of sick time unused to a maximum of one hundred (100) days. In order to earn his/her full monthly leave (1 and 2/3 days of annual portion of sick leave benefits) a regular full-time employee must work or otherwise be on compensable status for at least seventeen (17) full work days in that month. A regular full-time employee who works or is otherwise on compensable status for at least ten (10) but less than seventeen (17) work days in any month shall earn one-half (1/2) of his/her sick leave entitlement during that month. Compensable status shall be defined, for this Article and all other Articles of this Contract, as time during a work day in which an employee was compensated when not working because of scheduled holidays or the employee's use of compensatory time, vacation/annual leave, personal time, sick time, bereavement leave, FMLA leave, and a worker's compensation leave of absence not to exceed six (6) months.

Section 6. The County will, upon request, consider special extensions of sick leave for employees who have used all the sick leave to which they have become entitled. Such extension for sick leave will be considered only in the case of extended employee illness or injury.

Section 7. Each department or work unit shall maintain appropriate records of sick leave usage and shall prepare monthly and annual reports per employee to insure proper sick leave administration and uniformity of reporting. Any individual who misuses his/her sick leave

entitlement shall be subject to disciplinary action in accordance with the provisions of this Agreement.

Section 8. An employee must notify his/her department head of an absence necessitating the utilization of sick leave within one (1) hour of the start of his/her normal starting time. If notification does not take place within the limits prescribed, the employee will not be paid for the day(s) in question.

Section 9. Employees may donate up to five (5) days per year into a sick leave bank. Those employees who contribute to the bank will then be able to draw from that bank in the event of a catastrophic illness of an employee or family member and the employee has exhausted their sick leave. The Union shall set up a committee to control the administration of the sick leave bank.

ARTICLE XXI-PERSONAL LEAVES OF ABSENCE

Section 1. This article pertains to leaves of absence without pay for purposes other than military duty.

Section 2. Leaves of absence without pay may be granted to non-civil service employees for such purposes and for such periods of time as may be authorized by the department head. While an employee is on such leave, his/her duties shall either be performed by remaining employees or his/her position kept vacant or they shall be performed by a temporary substitute.

Section 3. Provisions for granting leaves of absence without pay to civil service employees are contained in Article VIII of the Civil Service Law and Rules.

Section 4. An employee who is absent from work without authorization shall be considered absent without leave and shall receive no compensation for the period of absence.

Section 5. The Union shall receive written notice within fifteen (15) days of all personal leaves granted over thirty (30) days.

Section 6. The County will grant up to 12 weeks unpaid leave in accordance with the Family and Medical Leave Act of 1993. Consistent with that law, employees must provide 30 days written notice or as much notice as possible under the circumstances. Employees must also provide medical certification of the need for, and duration of, the leave. Medical benefits will continue during an approved leave.

ARTICLE XXII-GENERAL LEAVE

Section 1. Funeral Leave

When death occurs in the immediate family, an employee upon request, will be excused a maximum of four (4) consecutive scheduled working days which shall include the day of the funeral. Immediate family shall mean father, mother, grandmother, grandfather, brother, sister, wife, husband, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and grandchild. Time thus paid shall not be counted as hours worked for purpose of determining overtime pay. No employee will be excused with pay for death in family when death occurs during the employee's vacation, sick leave or general leave.

Section 2. Jury Duty Leave

An employee serving on jury duty will be excused with pay for the time lost during his/her basic work week(s) providing he/she turns into the County Treasurer any pay received for such jury service and presents a receipt from the County Treasurer to his/her supervisor.

Section 3. Fire Fighting and Civil Defense

Employees shall be granted leave of absence with pay while performing fire fighting or civil defense rescue work during a fire, flood, hurricane or other such disaster. An employee absent from work for such reasons shall be requested to obtain a written statement from the fire company, forest fire unit, civil defense agency or other organization with which he/she served certifying as to his/her activities during the period of absence. Volunteer

participation in fire fighting activities of civil defense rescue work shall require the prior approval of the employee's department head.

Section 4. Military Leave of Absence with Pay

(a) In accordance with the Veterans Preference Act of 1957, P.L. 557, whenever an employee is drafted at any time into the active military service of the United States or enlists in the time of war or armed conflict, he/she shall be granted a military leave of absence without pay. The term drafted shall mean to be drafted, to be ordered into active military service as a member of a reserve component of the armed forces or in any way to enter or remain involuntarily in active military service for such period as is necessary to satisfy one's draft obligation.

The term "enlist" shall mean to enter voluntarily into active military service as either an enlisted man or an officer. While an employee is on military leave of absence, his/her duties shall either be performed by remaining employees and his/her position kept vacant or they shall be performed by a temporary substitute.

(b) Military leave of absence shall expire as follows:

I. If an employee enlists in time of war or armed conflict, his/her military leave of absence shall expire ninety (90) days after the expiration of the first period of his/her enlistment to expire at a time when the United States is not engaged in war or armed conflict.

II. A military leave of absence granted to an employee who has been drafted shall expire ninety (90) days after the expiration of the period for which he/she was drafted or ninety (90) days from his/her release from an involuntary extension of the draft.

III. If the employee is hospitalized at the time of his/her release from active service, his/her military leave of absence shall expire ninety (90) days from the date

of his/her release from the hospital provided that the hospitalization does not require more than a year after release from active service.

(c) Every employee has the right to return to his/her employment at any time prior to the expiration of his/her military leave of absence upon notifying the department head of his/her desire and availability to return to County service.

(d) An employee who returns to his/her employment at the time of or prior to the expiration of his/her military leave of absence, shall be given such status in his/her employment as he/she would have enjoyed if he/she had been in continuous employment from the time of his/her entering the armed forces.

(e) An employee who is granted a military leave of absence may not continue to make regular payments into his/her retirement account. If regular payments are made by the employee, they shall be refunded. The County shall be required to make the normal contribution.

(f) An employee who is separated from the service by undesirable, bad conduct or dishonorable discharge will not be entitled to any of the benefits of this section except such vested rights as he/she may have acquired thereto by virtue of payments made into his/her retirement account.

(g) An employee who is granted a military leave of absence shall be paid or credited for the sick leave he/she would have earned during the calendar year in which he/she goes on leave if he/she worked for the remainder of that year, or which part thereof as he/she did not use. An employee shall not otherwise earn annual leave or sick leave which he/she is on military leave of absence.

(h) An employee shall be granted one (1) day's leave of absence with pay for the purpose of undergoing any physical examination that may be required in connection with being drafted at any time or enlisting in time of war or armed conflict. An extension of such leave, not exceeding two (2) additional days, may be approved by the department head if

the employee certifies in writing that more than one (1) day is required to complete the examination.

Section 5. Leave of Absence With Pay For National Guard Or Military Reserve Duty:

(a) In accordance with Act No. 255, P.L. 677, approved July 12, 1935, all officers and employees of the County who are members of any reserve component of the United States Army, Navy, Marine Corps or Air Force are entitled to a leave of absence without loss of pay, time or efficiency rating on all working days not exceeding fifteen (15) days in any calendar year during which they are, as members of such reserve components, engaged in the active service of the United States or in field training ordered or authorized by the federal forces.

(b) Officers and employees of the County who are members of the Pennsylvania National Guard are entitled to leave of absence with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the County or in the field training ordered or authorized under the provisions of the Military Code of 1949, P.L. 1903. Absence from work under these provisions shall be granted to employees without regard to the employee's length of service with the County.

Section 6. Union Leave:

If selected to attend a union conference or perform any other function on behalf of the Union, necessitating a suspension of active employment, a leave of absence not to exceed three (3) days in any one (1) calendar year per delegate will be granted with pay. The number of delegates not to exceed one (1) delegate per 100 union members.

ARTICLE XXIII-DISCIPLINE

Section 1. An employee who is suspended, demoted, or discharged while on duty shall be given a written notice stating the reason for the action within three (3) days thereafter. In case of suspension or discharge the employee shall be advised that he/she has a right to have his/her steward present; and, if he/she so requests, shall be promptly granted an interview with his/her steward before he/she is required to leave the premises.

Section 2. The following schedule for progressive discipline will be in effect for the term of this Agreement:

First Offense	Oral Warning
Second Offense	Written Warning
Third Offense	Three (3) Day suspension
Fourth Offense	Five (5) Day Suspension
Fifth Offense	Termination

It is specifically understood and agreed, however, that the County or Sheriff shall not be bound to utilize the above-mentioned schedule when dealing with major disciplinary and/or repeated violations. Moreover, the ability to grieve and/or arbitrate disciplinary matters shall be subject to the statutory authority given to the Sheriff, consistent with controlling case law.

Section 3. To the extent that discipline is based on videotaped evidence, the employee shall be notified within five (5) days of the date the Sheriff or his designee knew or should have known of the infraction. Prior to such discipline being charged for such infraction based upon videotape evidence, the employee and his Union representative shall have the right to review the evidence.

Section 4. All disciplinary and discharge action which is based, in whole or in part, upon closed circuit observation shall be reviewable under the grievance and arbitration provisions of the parties' collective bargaining agreement.

ARTICLE XXIV – OFFICER-IN-CHARGE

In determining the officer-in-charge, the Sheriff shall offer it to the most senior Deputy if, first, experience, ability to perform the work, efficiency, and record of satisfactory service are all equal.

ARTICLE XXV-GRIEVANCE PROCEDURES

Policy: It is the policy of the County to encourage a harmonious and cooperative relationship between its employees and to resolve employee grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement.

Section 1. The grievance procedure shall be as follows:

First Step: An employee shall put the grievance in writing and along with his/her accredited union representative shall submit it directly to the Sheriff or his/her designee. The Sheriff or his/her designee, within five (5) work days after receiving the grievance, shall meet with the employee and his/her accredited union representative in an attempt to resolve the grievance. The Sheriff or his/her designee shall give the employee a written decision within five (5) days following the meeting. If the employee does not proceed with his/her grievance to the second step within the time limit prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

Second Step: If the employee is not satisfied with the disposition of his/her grievance at the first step, he/she and the accredited union representative may submit a written appeal to the Deputy Director for Human Resources, acting as the designee of the Commissioners within five (5) work days after receiving the decision at the first step. The Deputy Director for Human Resources within ten (10) work days after the appeal, shall hold a

hearing at which the employee and his/her accredited union representative may present his/her grievance. The Deputy Director for Human Resources within ten (10) work days following the hearing shall give the employee a written decision. If the employee is not satisfied with the decision at the second step, he/she may submit the grievance to the union for possible submission to arbitration. If the Union does not proceed with the grievance to the third step within time limit prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

Third Step: If the Union is not satisfied with the disposition of the grievance at the second step, the Union may submit the grievance to arbitration by making a demand for arbitration to the American Arbitration Association within thirty (30) days after receipt of the County's written answer. The selection of the arbitrator and the arbitration proceeding shall be in accordance with the Labor Arbitration Rules of the American Arbitration Association.

(a) The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his/her decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding with the proviso that any decisions of the arbitrator or arbitrators requiring legislation will only be effective if such legislation is enacted.

(b) The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 2. If the County fails to adhere to the time limitations at any step in the grievance procedure, and a time extension has not been granted by the Union to the County, the employee's grievance shall be considered valid.

Section 3. A grievance which affects a substantial number of employees, may initially be presented by the Union at Step 2 of the grievance procedure. The Union shall designate one (1) spokesman to act as representative for the group.

Section 4. A grievance may be withdrawn by the Union or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to the grievance or any future grievance.

Section 5. The time limits set forth in the grievance procedure shall, unless extended by mutual agreement of the County and the Union, be binding and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement and shall not be arbitrable.

Section 6. Any employee and his/her representative, if a County employee, shall be allowed such reasonable time off from his/her regular duties as may be necessary, consistent with his/her job responsibilities and the operational needs of his/her work to attend meetings with management representatives for the processing of a grievance without loss of pay or vacation leave.

Section 7. If at any time the County solely determines that any employee is spending excessive time away from his/her job in connection with the foregoing, the employee will be directed to return to his/her work, and to engage in such grievance meetings, or related activities at times other than during his/her work time.

ARTICLE XXVI-SUBCONTRACT WORK

Section 1. Nothing contained within this Agreement shall limit the County's right to enter into contract for the performance of work by persons not covered by this Agreement, except as follows:

(a) The County shall give notice in writing to the Union of its intention to enter into a contract with the third party to perform work at the time of the notice being performed by employees covered by this Agreement, said written notice shall be given at least three (3) weeks prior to the entry into the contract with the third party.

(b) The County shall not enter into any such contract unless the Agreement with the third party shall provide that the third party and its successors shall be bound by the obligations of the County under this Agreement.

(c) The County shall not subcontract as long as they have capable employees available to do all County work.

Section 2 The Sheriff's Department shall be the sole supplier of security at all properties owned by the County. Where the County undertakes to provide security in any other location, such security will be provided by the Sheriff's Department.

ARTICLE XXVII – DRUG AND ALCOHOL SUBSTANCE ABUSE POLICY

Both parties hereto specifically incorporate and adopt the County's Sheriff's Department Drug and Alcohol Substance Abuse Policy, which is attached to this Collective Bargaining Agreement as Appendix A. The performance of any duties, the making of any decisions required for the implementation of the Policy, or the exercise of any discretion required by the procedures set forth in the Policy by any Deputy Corporal or Deputy Sergeant shall not make such Corporal or Sergeant a statutory supervisor who is subject to removal from the bargaining unit.

ARTICLE XXVIII – PROTECTION FROM ABUSE ORDER

The parties agree and recognize that from time to time Deputy Sheriffs will be called to perform certain assignments that shall carry an elevated amount of risk to their safety. Such instances include but are not limited to the execution of Protection From Abuse Orders that require the removal of a person from one's residence, the separation of children from one or both parents, the removal of firearms, or the execution of such Orders in remote locations. While it is within the Sheriff's discretion to determine whether to assign two or more Deputy Sheriffs to such assignments, the parties agree that the Sheriff shall exercise such discretion with the appropriate diligence to address any apparent risk to the safety of the Deputy Sheriff(s) assigned.

ARTICLE XXIX-LEGALITY

Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that the Agreement, or any part thereof, is in conflict with said statutes, governmental regulations or judicial decisions, this Agreement shall be automatically adjusted to comply with the referred statutes, governmental regulations or judicial decisions.

ARTICLE XXX-SEPARABILITY

In the event any of the terms of provisions of this Agreement shall be found invalid or declared unenforceable by reason of any federal or state statute, or federal or state directive, rule or regulation, now in effect or hereinafter to become effective, or by reason or the decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

ARTICLE XXXI-SUCCESSOR-ASSIGNEE

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXXII-EDUCATIONAL COST REIMBURSEMENT

1. Upon completion of one year of full-time service, a Deputy Sheriff shall be eligible to apply for tuition reimbursement for accredited courses given at a duly accredited college or junior college provided such courses are:

- (a) directly job-related;
- (b) directly related toward attaining a degree, certification and/or licensure relevant to the Deputy Sheriff's present training and position; and
- (c) approved as appropriate for reimbursement in advance by the Sheriff.

2. The application for tuition reimbursement must be made in writing, on the forms supplied by the Sheriff, at least fourteen (14) calendar days prior to the Deputy Sheriff's enrollment or registration in the course. The application must be approved fully by the Sheriff in order for an applicant to be entitled to tuition reimbursement.

3. A currently employed Deputy Sheriff whose application for reimbursement has been approved shall be reimbursed up to fifty percent (50%) of the tuition of the approved course upon his/her presentation of his/her transcript to the Sheriff showing successful completion thereof; a grade of C or higher; and his/her tuition receipt. The maximum tuition reimbursement available to any Deputy Sheriff in any semester shall not exceed nine hundred dollars (\$900.00).

4. Tuition reimbursement covers tuition charges only and does not cover registration, fees, books or any other charges.

5. (a) If a Deputy Sheriff has all of his/her tuition paid or reimbursed from another source, then he/she shall not be eligible for tuition reimbursement under this provision.

(b) If a Deputy Sheriff has a portion of his/her tuition paid or reimbursed from another source, then he/she shall be eligible for tuition reimbursement under this provision only for that portion unpaid or unreimbursed, in accordance with the formula set forth in Section 3 above.

(c) A Deputy Sheriff attending classes under this Article will not be paid for any time he/she attends class and does not work.

6. If an eligible Deputy Sheriff enrolls in a course which requires said Deputy Sheriff to attend classes during his/her regularly scheduled work hours, those facts must be made known to the Sheriff in writing and shall be presented along with his/her initial application for tuition reimbursement. The Sheriff retains the right to approve the request for time off in order to attend such classes.

7. If a Deputy Sheriff leaves the employment of the Sheriff within twelve (12) months after successfully completing one or more courses for which he/she has received tuition reimbursement, the Deputy Sheriff shall fully reimburse monies provided for tuition reimbursement for courses completed in the last twelve (12) months of employment.

ARTICLE XXXIII - INVESTIGATORY MEETINGS

If the County requests a meeting with a deputy, which discussions during the meeting are investigatory and could in any way lead to discipline or termination, or affect a deputy's personal working conditions, the deputy may request that his/her Union representative, officer or steward be present at the meeting and may choose not to participate in the meeting until the deputy's Union representative arrives. (A disciplinary announcement by the County is not investigatory and does not give rise to Union representation.)

Should the meeting be investigatory and the deputy requests Union representation, the County shall either:

1. Grant the request and delay questioning until the Union representative arrives; or
2. Deny the request and end the interview immediately; or
3. Give deputy the choice of:
 - a. having interview without representation; or
 - b. ending the interview.

If the County denies deputy's request for Union representation and continues the meeting, the deputy can then refuse to answer the County's questions.

Once a Union representative is present at the meeting, the County must inform the Union representative the subject matter of the interview or the type of misconduct being investigated. The Union representative shall be allowed to have a private meeting with the deputy before the County's questioning or interview begins. After the Union representative meets with the deputy, the County may then interview or question the deputy in the presence of the Union representative. The Union representative may advise and assist the deputy in presenting the facts at the meeting. The Union representative called to the meeting must not also be a target of the investigation. If the Sheriff or his designee identifies the union representative as a target, a different union representative will be selected to represent the deputy.

ARTICLE XXXIV-DURATION

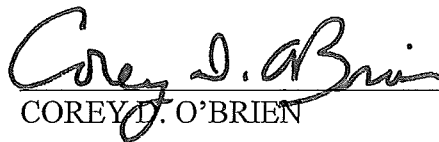
This contract represents a complete and final understanding of all bargaining issues between the County and the Union and it shall be effective as of January 1, 2010 and remain in full force and effect until December 31, 2013 and thereafter from year to year, unless at least ninety (90) days prior to said expiration date, or any anniversary thereof either party shall notify the other in writing of its intent to reopen or terminate said contract.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 9th day of November, 2011.

LACKAWANNA COUNTY
BOARD OF COMMISSIONERS:



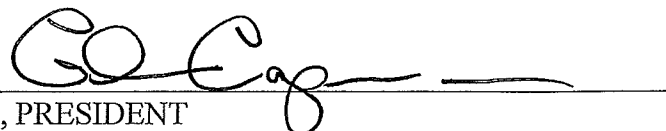
MICHAEL J. WASHO



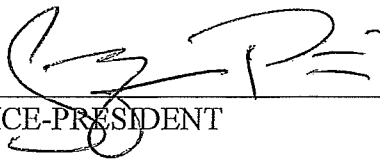
COREY J. O'BRIEN

Attest:

LACKAWANNA COUNTY
DEPUTY SHERIFFS' ASSOCIATION:



, PRESIDENT



VICE-PRESIDENT

APPENDIX A

SHERIFF'S DEPARTMENT
DRUG AND ALCOHOL SUBSTANCE ABUSE POLICY

1. It is the policy of the Sheriff of Lackawanna County to operate and maintain its department in a safe and efficient manner and to provide a safe work environment for its Deputies and members of the public. Consistent with the spirit and the intent of this policy, the Sheriff prohibits the manufacture, possession, ingestion, use, trafficking, distribution, and sale and being under the influence of controlled substances and/or alcohol. Open alcohol containers, drug paraphernalia and/or contraband are also prohibited on Lackawanna County premises (premises include all County property, facilities, buildings, storage areas, parking areas, vehicles, etc.) Additionally, it is the policy of the Sheriff to provide its Deputies with opportunities for rehabilitative assistance, when required, so that they may retain their employment relationship.

PURPOSE

2. The purpose of this Drug and Alcohol Abuse Assistance program, here and after "Program," is to set forth policies and the procedures concerning Deputies possession or use of Alcohol and Controlled Substances or Drugs, as defined herein.

SCOPE

3. This program shall apply to all Sheriff Deputies, full and part time. Participation in the alcohol and controlled substance testing is a requirement of each Deputy and therefore is a condition of employment.

4. This policy and program prohibits the possession, ingestion, use, distribution, sale, trafficking and being under the effects of drugs, controlled substances, and alcohol which affects the senses on County premises (premises include all County property, facilities, buildings, storage areas, parking areas, vehicles, etc.) and while conducting Sheriff's' business, whether on or off the County premises.

5. This policy and program outlines the procedures to be implemented regarding the reporting, testing, rehabilitation and restoration of active employment necessary to ensure compliance with the Sheriff's policy of operating in a totally safe, healthful and productive environment.

DEFINITIONS

6. Controlled Substances - Any drug or substance listed in Controlled Substance Drug Device and Cosmetic Act 64, including but not limited to:

Cannabis (Marijuana, Hashish, Hashish Oil, etc.)

Stimulants (Amphetamines, cocaine, crack, etc.)

Depressants	(Barbiturates, Quaaludes, Valium, etc.)
Narcotics	(Morphine, heroin, opium, Dilaudid, etc.)
Hallucinogens	(LSD, PCP, mescaline, peyote, "designer drugs", etc.)

7. Legal Drug – A prescribed or over-the-counter drug which has been legally obtained and is being used for the purpose for which it was prescribed or manufactured.

8. Illegal Drug – Any drug which cannot be legally obtained (i.e. marijuana, cocaine, crack, etc.) or which, although legal has been illegally obtained, or prescribed, drugs not being used for the prescribed purposes, or in larger doses than recommended.

9. Alcohol – Any alcoholic beverage, the consumption of which affects the performance and actions of a Deputy to the extent that he/she may pose a threat to the safety of himself/herself or his/her coworkers, or the public.

10. Medical Authorization – A prescription or other writing from a licensed physician or dentist for the use of a Drug in the course of medical treatment~ including the use of methadone in a certified drug program.

REPORTING

11. Sheriff Deputies should be aware that the use of some prescribed medications or over-the-counter drugs may affect their ability to properly perform their job duties, therefore, each Deputy has the responsibility to report such use to his/her supervisor when the Deputy is aware of potentially adverse effects on job performance. Any medical information provided to the County, including the name of the prescription and the condition for which it is prescribed (if needed), will be kept confidential. The nature and scope of the function of a Sheriff Deputy which requires their constant vigilance and use of a weapon makes the function of their job duties a clear safety concern for co-workers, as well as the public, which necessitates the reporting of any issue involving alcohol and/or drugs.

12. Each Deputy shall provide evidence of medical authorization upon request. The failure to report the use of such Drugs to management as directed in paragraph 11 above, or the failure to provide evidence of medical authorization upon request may result in disciplinary action. Such evidence of medical authorization shall be furnished in a timely manner. It is, however, understood that sufficient time will be granted to the Deputy in order for such evidence to be presented to the Sheriff or his representative.

13. Any Deputy voluntarily reporting his/her abuse of Controlled Substances, Drugs or Alcohol may be temporarily placed on a leave of absence for participation in a rehabilitation program. The Deputy shall use his/her accrued sick and may use vacation time (if any) for such leave. The leave shall be considered an FMLA leave if the Deputy is otherwise eligible.

TESTING

14. Each Sheriff's Deputy shall submit to testing for drugs, controlled substances, and alcohol on the basis of the following circumstances:

a. Pre-employment: All applicants for employment will be required to pass a pre-employment drug/alcohol test, contingent upon job offer.

b. Reasonable suspicion: Where there is aberrant or unusual on-the-job behavior of an individual Deputy which (1) is observed by his or her immediate supervisor or higher ranking Deputy and confirmed by the observation of another supervisory Deputy who recognize the symptoms of drug abuse, impairment, or intoxication (all such observations shall be documented in writing by the observers); (2) is the type of behavior which is recognized and accepted as a symptom of intoxication or impairment caused by illegal drugs or alcohol; and (3) is not reasonably explained as resulting from other causes other than the use of controlled substances; or (4) where observation of the use of a controlled substance (drug or alcohol) has occurred.

c. Post Accident: All Deputies who are involved in an accident while on duty resulting in the need for outside medical treatment and/or damage to County property will be required to submit to a test for drugs, controlled substances, and alcohol. An alcohol test must be administered within 8 hours, and a controlled substances test administered within 32 hours following the accident. Drivers subject to post-accident testing are those who, while performing safety sensitive functions, are involved in:

1. An accident resulting in the loss of human life, or

2. A nonfatal accident resulting in the commercial motor vehicle receiving a citation under state or local law for a moving traffic violation arising from the accident, and

i. there is bodily injury to a person, who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or

ii. one or more motor vehicles incur disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle

d. Random Testing: All Sheriff Deputies (full or part-time) do perform safety-sensitive duties and as such will be required to comply with the following:

1. A Deputy must not consume alcohol while on duty, four (4) hours prior to duty time, and up to eight (8) hours following an accident or until the Deputy undergoes a post-accident test, whichever occurs first.

2. No Deputy Sheriff shall report for duty or remain on duty when the Deputy uses any controlled substance, except when the use is at the instruction of a physician who has advised the Deputy that the substance does not adversely affect his/her ability to perform his/her duties.

3. The random test shall be administered to a Sheriff Deputies on a random and unannounced basis, and the respective Deputies will be selected on a percentage as follows, up to 25% of the full-time Deputies and up to 25% of the part-time Deputies quarterly. The selection process shall use a lottery system based on the badge number of each deputy sheriff. A union representative shall be present during the selection process.

15. All Deputies are encouraged to report any unusual behavior that may present an unsafe condition, to their immediate supervisor who will in turn evaluate the need for testing in accordance with paragraph 14 above.

16. A Deputy who is required to submit to alcohol and/or drug testing shall be informed of the reason for such testing and offered the opportunity to obtain union representation. In the event a Deputy declines Union representation, the Sheriff or his designee shall notify the Union representative that a Deputy has been required to submit to alcohol and/or drug testing.

17. A Deputy who refuses to submit to a random drug or alcohol screening, as set forth in Section 14(d)(3) herein, shall result in an automatic 30-day suspension without pay. A Deputy who refuses to submit to such random test shall be permitted to do so only once during his/her employment before additional disciplinary action may be taken. Any other refusal by a Deputy to a drug, controlled substance and/or alcohol test, including based on reasonable suspicion, following a work-place accident, following return to work after a positive result, or a second or subsequent refusal to submit to such test, will be treated as a positive result and shall be subject to disciplinary action, up to and including a minimum 30-day unpaid suspension or termination, depending on the circumstances. Circumstances considered as a refusal to submit to a test include the following:

- a. Refusal to take a test (other than a one-time refusal to submit to a random drug test under Section 14 (d)(3));
- b. Inability to provide sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation;
- c. Tampering with or attempting to adulterate the specimen;
- d. Interfering with the collection procedure;
- e. Not promptly reporting to the collection site;
- f. Failing to remain at the collection site until the collection process is complete;

g. Having a test result reported by a Medical Review Officer (MRO) as adulterated or substituted;

h. Leaving the scene of an accident without a valid reason before the tests have been conducted.

TESTING PROCEDURE

18. Once it has been determined that a Deputy requires a controlled substance, drug, and/or alcohol test, form "Consent to Testing for a Controlled Substance" ("Applicant Consent to Test for Controlled Substances", in the event it is for pre-employment) shall be signed by the Deputy and a witness. Refusal by the Deputy to consent to testing will be treated as a positive test result and shall result in disciplinary action as set forth herein regarding positive test results.

19. Testing may include urinalysis for drug testing, blood test or other approved drug/alcohol test/screen procedure. Drug testing will be collected and screened in accordance with mandatory guidelines for Federal Workplace Testing Programs, 53 Federal Register, 11970. All testing under this policy will be done at an accredited/certified drug and alcohol testing facility.

20. The Deputy shall report to the lab testing site for the actual test. If the test is based on reasonable suspicion or after an accident, a supervisor will transport the Deputy to the testing site and then to the Deputy's home following the procedure. An employee shall not return to work until they are notified by The Sheriff or his representative that he/she may do so.

21. Upon receipt of the test results, the Sheriff or his representative shall notify the Deputy of the test results. Copies of the test results, reports, and any other documents pertaining to the test shall be provided to the Deputy upon request.

22. Alcohol test results will be considered positive if the laboratory reports the Deputy's specimen with an alcohol concentration (BAC) equivalent to .04% or higher. Drug tests are considered positive when there is an illegal substance present.

23. All test results shall be maintained by the Sheriff in the Deputy's personnel file. The Sheriff and the Union will strictly adhere to all standards of confidentiality regarding all reports, records, and results of any controlled substances, drugs, or alcohol tests and any such information will be released only as required by law and/or as part of the grievance and arbitration procedure.

TEST RESULTS AND CONSEQUENCES

24. If the controlled substance, drug, or alcohol test is negative, the Deputy shall return to work with no loss of pay.

25. A positive test result for a probationary Deputy shall result in immediate termination of employment.

26. A positive test result for a Deputy who has completed his/her probationary period shall result in a mandatory 30-day suspension, without pay, with the surrender of his/her gun, badge, and tazor if any, and an evaluation by a Substance Abuse Professional within three (3) working days after receipt of the test results, which shall be scheduled by the Sheriff. Notwithstanding the foregoing, the Sheriff has the right to immediately terminate any Deputy who has tested positive for controlled substances, drugs, or alcohol.

27. For any Deputy who receives a 30-day suspension, if the Substance Abuse Professional recommends that participation in a treatment or rehabilitation program by the Deputy is not necessary under the circumstances, the Deputy shall remain on suspension for the full 30 days, after which the Deputy may return to work, provided he/she passes a controlled substance, drug, or alcohol return-to-duty test. In the event the Deputy refuses to submit to the test, or if the test result is positive, the Deputy shall be immediately terminated.

28. If the Substance Abuse Professional recommends that the Deputy participate in a treatment or rehabilitation program, the Deputy should make every effort to do so during the 30 day suspension period. If treatment continues beyond the 30-day period, the Deputy shall be placed on a leave of absence in order to complete the program. The Deputy shall use his/her accrued sick and/or vacation time (if any) for such leave, and the leave shall be considered an FMLA leave if the Deputy is otherwise eligible. The Deputy shall be reinstated upon successful completion of treatment/rehabilitation program, provided he/she passes a controlled substance, drug, or alcohol return-to-duty test. In the event the Deputy refuses to attend or complete the treatment program, refuses to submit to the return-to-duty test, or if the test result is positive, the Deputy shall be immediately terminated.

29. Any Deputy who returns to work after a positive test result or who refuses to submit to a substance abuse test shall be subject to random controlled substance, drug, and/or alcohol tests for one (1) year following reinstatement, at the Sheriff's discretion. Such random tests shall not be required to be administered pursuant to Section 14(d)(3). The administration and frequency of such test shall be within the sole discretion of the Sheriff or his designee. In the event such test result is positive, the Deputy shall be immediately terminated.

30. The volume of each specimen shall be sufficient to permit for confirmation testing and/or independent testing. Deputies who disagree with the results of any controlled substance, drug, or alcohol test may choose to have a second set of comparable tests performed, at their expense, provided the test is performed on the same sample by a medically recognized and certified laboratory.

31. Any disciplinary action taken pursuant to this policy, including discharge, shall be subject to review through the grievance-arbitration procedure of the Collective Bargaining Agreement, subject to the last sentence of Section 2, Article XXIII (Discipline) of the Collective Bargaining Agreement.

APPLICANT CONSENT TO TESTING FOR CONTROLLED SUBSTANCES

I hereby freely and voluntarily consent to undergo physical testing for a controlled substance in my body. In particular, I consent to submitting to a breath analysis, saliva analysis and/or blood/urine analysis for any controlled substance testing.

I hereby release and hold harmless Lackawanna County, the Sheriff, the Lackawanna County Deputy Sheriff's Association, and their employees and agents, from any liability whatsoever arising from this physical testing and decisions made concerning my application for employment based upon the results of the testing and analysis.

I acknowledge that the results of this physical testing for a controlled substance in my body will be used by the Sheriff's Department in making decisions concerning my application for employment.

I understand that a positive test result will disqualify me from consideration for employment as a Sheriff's Deputy.

Applicant Signature

Date

Applicant Name (print)

Witness

SHERIFF DEPUTY AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon request made under the drug/alcohol testing policy of The Sheriff's Department to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under the Sheriff's policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to disciplinary action up to and including termination of employment. I further authorize and give full permission for the laboratory to screen for any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Sheriff and/or to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless the County, the Sheriff, the Lackawanna County Deputy Sheriff's Association and any testing laboratory used, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test. I will further hold harmless the County and the Sheriff, and any testing laboratory used for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

I understand that the Sheriff will also require a drug screen and/or alcohol test under this policy whenever I am involved in an on-the-job accident or injury under circumstances that suggest possible involvement or influence of drugs or alcohol in the accident or injury event.

Signature of Deputy

Date

Deputy's Name -Printed

Witness

Date

**AMENDMENT TO ARTICLE XI – GENERAL AND WORK CLOTHING,
ETC.**

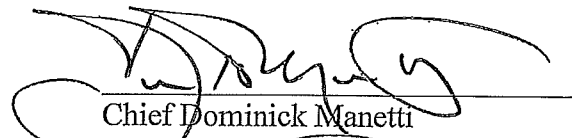
Section 2. The county will issue a \$1200.00 credit at a county approved vendor for each full time Deputy Sheriff when hired and on a yearly basis, and will replace the items listed below in accordance with the schedule.

<u>Quantity</u>	<u>Item</u>	<u>Replacement</u>
1	Jacket	4 years
Delete - 10	Pants, Short sleeve shirts or long sleeve shirts, BDU pants, concert shirt, turtle neck, fleece coat, baseball hat, black sweater, fur trooper hat and under Belt (at the option of the Deputy)	
Delete - 2	Blazers (clerical deputies only)	yearly
Delete - 1	Regular Belt (clerical deputies only)	yearly
1	Raincoat	4 years
Delete - 2	Ties	Change to 5 years yearly
Delete - 1	Shoes	yearly
Delete - 1	Hat-Summer (Baseball Hat)	2 years
Delete - 1	Hat- Winter (Skull Cap or Approved Winter hat)	2 years
Delete - 1	Rain cover hat	2 years
Delete - 1	Hat Badge	5 years
Delete - 1	Coat Badge	5 years
1	Duty Belt	5 years
Delete - 1	Long Handcuff Key	yearly
1	Holster	5 years
1	Mag Pouch	5 years
1	Handcuff Case	5 years
1	Flashlight Holder	5 years

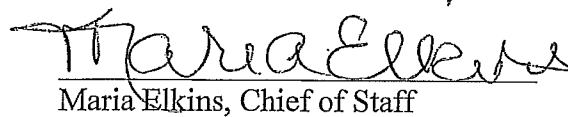
Delete -	1	Large Flashlight Ring	5 years
Delete -	1	Holder for OC Spray	5 years
Delete -	1	Nightstick w/ring	5 years
Delete -	1	Flashlight	6 years
			Change to 5 years
	1	Bullet Proof vest	5 years
	6	Keepers	5 years
Correct -	1	Handcuffs	6 years
			Change to 5 years
	1	Sig P-229	20 years
	2	Extra Mag	5 years
Delete -	2	Pepper Spray (for qualified deputies)	3 years
Delete -	1	Collar pin	One time
Delete -	1	tie tack	One time
Delete -	1	name tag	2 years
Delete -	1	pair of search gloves	yearly

The County agrees to purchase a gun for every full time deputy sheriff hired during the term of the Agreement.

Delete - (b) Any unit employee who spends at least 75% of their time at work performing non-clerical unit job duties shall be issued the complement of items listed in this Section 2.


 Chief Dominick Manetti


 Deputy Turique Patrick


 Maria Elkins, Chief of Staff