



County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Resolution: 15-0048

File Number: 15-0048

Ratifying an Interest Arbitration Award

BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby ratify the Interest Arbitration Award, dated January 23, 2015, between the County of Lackawanna and Adult and Juvenile Probation and Domestic Relations. Contract term effective retro January 1, 2014 until December 31, 2017.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on March 11, 2015.

COUNTY OF LACKAWANNA


JIM WANSACZ


PATRICK M. O'MALLEY

ATTEST:


STEVEN M. BARCOSKI
INTERIM CHIEF OF STAFF

Approved as to form and legality:


DONALD J. FREDERICKSON, ESQUIRE
COUNTY SOLICITOR

AWARD

In the Matter of the Arbitration
Between

Case No. PERA A-13-129-E

LACKAWANNA COUNTY

And

**ADULT and JUVENILE
PROBATION and DOMESTIC
RELATIONS SECTION
EMPLOYEES ASSOCIATION**

BEFORE

Ms. Rochelle K. Kaplan, Esq.
Neutral Arbitrator

Mr. Thomas Jennings, Esq.
Arbitrator for the Union

Mr. Richard M. Goldberg, Esq.
Arbitrator for the County

Introduction

Pursuant to Act 195, the parties to this matter, Lackawanna County ("the County") and Lackawanna County Adult and Juvenile Probation and Domestic Relations Section Employees Association ("the Union"), bargained to impasse, as defined by the statute, regarding a successor labor agreement to the labor agreement that expired on December 31, 2013. The parties submitted issues in dispute to the above name arbitrators serving as the Board of Arbitration ("the Board"). The Board conducted an evidentiary hearings on November 21, 2013 and March 11, 2014 at County Council Chambers in Scranton, Pennsylvania. At the hearing, both parties had an opportunity to present witnesses and documentary evidence and arguments in support of their respective positions. Following the hearing, the Board met in executive session on April 4, 2014 in

Wilkes-Barre, Pennsylvania and participated in numerous conference calls from May 2014 through December 2014.

The execution of the Award by all panel members is not intended to indicate that there was a unanimous decision on each issue but rather, that a majority of the panel has approved each provision contained in this Award.

The Award will be effective upon execution by all of the panel members, except as specifically set forth in the Award. However, the salary and wage increases for 2014 and 2015 will be made retroactive to January 1, 2014, and January 1, 2015, respectively. The increases to the health premium contributions by the employees will be effective retroactive to January 1, 2015.

AWARD

1. As Is

Except as specifically modified by this Proposal, all terms and conditions of the parties' prior Collective Bargaining Agreement shall remain in full force and effect for the duration of the successor agreement

2. Term

Four years - January 1, 2014 to December 31, 2017

3. Article 7 Seniority-no change to current provision.

4. Article 9 Lunch Period – no change to current provisions

5. Article 9 On Call

Increases to the call out stipend are as follows:

Primary	1/1/2015	\$650	1/1/2016	\$700	1/1/2017	\$750
---------	----------	-------	----------	-------	----------	-------

Secondary	1/1/2015	\$350	1/1/2016	\$400	1/1/2017	\$450
-----------	----------	-------	----------	-------	----------	-------

6. Article 10 Probation employees- Delete first line of the provision as it is no longer applicable.

7. Article 16 Holidays and Personal Leave- No change to current provision.

8. Article 17 Vacation Leave

The provision will be modified to permit Employees to carry over unused vacation from one year to another to a maximum accumulation of up to twenty (20) days.

Granting use of this carry over vacation shall be consistent with Section 5 of Article 17 as follows:

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 provision of full services to the public and the best interests of the department. Vacation time shall be selected in order of greatest bargaining unit seniority among the employees within the Adult Probation Office, the Juvenile Probation Office and the Domestic Relations Office.

There are no other changes to this provision.

9. Article 18 Bereavement Leave- add Aunt, Uncle, Niece, and Nephew

10. Article 20 Sick Leave

Section 8 will be modified to read: An employee must notify his/ her supervisor of an absence necessitating the utilization of sick leave one half (1/2) hour **before** the start of his/ her normal start time...
(Grammatical change)

There are no other changes to this provision.

11. Article 21 Health and Welfare Program

The employees' contribution to the health insurance coverage will be as follows:

Effective January 1, 2015: \$35/month for single coverage; \$65/month for all other coverage.

Effective January 1, 2016: \$45/month for single coverage; \$85/month for all other coverage.

Effective January 1, 2017: \$60/month for single coverage; \$120/month for all other coverage.

The monthly contribution shall be taken from pretax dollars, ie. out of the employee's gross salary.

12. Article 22 Life Insurance

Increase to \$40,000 as of January 1, 2015
Increase to \$45,000 as of January 1, 2016
Increase to \$50,000 as of January 1, 2017

13. Article 26 Childrearing leave- The provision will be eliminated from the contract. FMLA will be used in its place.

14. Article 29 Wages

Starting Salary

The starting salary in 2014 is \$32,631.

Effective January 1, 2015, the starting salary will be increased to \$33,500

Effective January 1, 2016, the starting salary will be increased to \$34,337.50

Effective January 1, 2017, the starting salary will be increased to \$35,195.94

Equity Adjustments and General Wage Increases

The annual salaries set forth in the wage schedules attached to this Award as Appendices 1,2, and 3 incorporate a 2.5 percent wage increase in each year of the contract-2014, 2015, 2016 and 2017. In addition, certain one-time equity adjustments have been made throughout. In 2014, the equity adjustments were made to more appropriately relate these salaries to the individual's date of hire.

The 2014 and 2015 wages set forth in the schedule shall be made retroactive to January 1, 2014 and January 1, 2015, respectively.

15. Article 32- Educational Cost Reimbursement-

Effective January 1, 2015, the maximum tuition reimbursement available to any employee in any semester as provided for in Section 3 of Article 32 shall not exceed \$2200. This is an increase from the current tuition reimbursement of \$1700.

A new section shall be added providing for a one-time increase to the employee's base rate of \$1000 for anyone receiving Master's Degree after January 1, 2015. Individuals who currently have a master's degree will also receive this one time adjustment effective January 1, 2015. Individuals must present proof of receipt of the Masters Degree to the County in order to receive the increase.

There are no other changes to Article 32.

16. Article 33 Substance Abuse Policy- See attached Appendix 4

17. New Article-Flexible Schedule- Add the following language

The flexible schedule program by which bargaining unit members have the right, with the prior approval of their Chief or Deputy Chief, to vary their normal work day and starting and quitting times, shall continue in effect for the duration of the Agreement.

18. New- Clothing Reimbursement

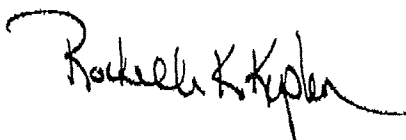
Provide annual payment of \$200 for clothing reimbursement and maintenance

19. New-Direct Deposit- All employees shall receive their payroll checks through direct deposit.

CONCLUSION

All proposals that were tentatively agreed to before or during the hearing process, in particular, the proposals that dealt with language changes to reflect the new form of government, are incorporated herein. All other proposals of the parties are denied. Finally, unless specifically modified herein, all terms of the former contract shall remain in full force and effect during the term of the new Agreement.

It is understood that the signatures of the Arbitrators below attest to the fact that the contractual changes contained herein represent the majority opinion and Award on each issue by members of the Board of Arbitration.



Rochelle K. Kaplan, Esq.
Neutral Arbitrator

Date: January 23, 2015

Mr. Thomas Jennings, Esq.
Arbitrator for the Union

Date:

Mr. Richard M. Goldberg, Esq.
Arbitrator for the County

Date:

Appendix 4
Substance Abuse Policy

In order to maintain a safe work environment in its Adult/Juvenile Probation/Domestic Relations Offices, Lackawanna County prohibits employees from, at any time or under any circumstances, ingesting, possessing, distributing, and or manufacturing alcoholic beverages or controlled substances during the work day, arriving to work under the effects of alcoholic beverages or controlled substances, and or storing alcoholic beverages and/or illegal drugs in any Lackawanna County-owned vehicle or on Lackawanna County premises. Open alcohol containers, drug paraphernalia and/or contraband are also prohibited on Lackawanna County premises. The term "premises" includes all County properties facilities, buildings, storage areas, parking areas, vehicles, etc. In cases in which Lackawanna County has "probable suspicion" to believe that the employee is under the influence of a controlled substance and/or alcohol, the Lackawanna County may request that the employee immediately submit to an alcohol or drug screen test at the County's expense. Where alcohol is suspected, the breathalyzer test may be used.

Any sample collected pursuant to this policy shall be taken at and analyzed by a certified facility, having authority to do drug and alcohol testing under federal regulations issued by the United States Department of Transportation for individuals holding commercial drivers' licenses. The sample shall be taken in front of an observer, then put in a sealed container to be signed by the employee. The facility shall be required to maintain a separate specimen for re-testing should the testing in the first specimen be positive for alcohol or controlled substances. The cost of re-testing shall be borne by the employee if the re-testing results are also positive. The results of the test shall be kept confidential.

If the test results are negative, the employee shall return to work with no loss of pay.

Employees who, as a result of the test or breathalyzer test, show a positive reading shall, on a one-time basis, be allowed an unpaid leave of absence in which to obtain medical attention to correct their abuse problem. However, individuals who test positive for controlled substances or alcohol while operating a motor vehicle are subject to the Pennsylvania Motor Vehicle Code, and may face criminal prosecution.

Discipline

Any violation of the Substance Abuse Policy shall result in disciplinary action up to and including termination of employment.

In the event that an employee refuses to take an alcohol or drug screen test as

described herein, the employee's action shall serve as prima facie evidence of being under the influence and a violation of the policy and subject the employee to disciplinary action up to and including termination of employment.

APPENDIX 1- LACKAWANNA COUNTY

ADULT AND JUVENILE PROBATION AND DOMESTIC RELATIONS SECTION

DOMESTIC RELATIONS

NEW WAGE SCALE

	ANNIV	SALARY	SALARY	SALARY	SALARY
	DATE	2013	2014	2015	2016
Barbara Hazzouri	7/18/1977	61,888.00	63,435.20	65,021.08	67,459.37
Edward Adams	4/28/1980	60,331.00	61,839.28	63,385.26	65,762.20
Kelly Ann McAndrew	6/16/1986	58,914.00	60,386.85	61,896.52	64,217.64
Ann Króuchick	1/1/2005	42,747.00	44,492.18	45,604.48	47,314.65
Thomas McGraw	9/14/1988	56,237.00	57,642.93	59,084.00	61,299.65
Gerard Grecco	12/18/1989	56,128.00	57,531.20	58,969.48	61,180.84
James Cadden	9/24/1990	55,373.00	56,757.33	58,176.26	60,357.87
Ashley Hill	4/7/1997	52,027.00	53,327.68	54,660.87	56,710.65
Tressa Betz	3/25/1998	46,490.00	48,328.75	49,536.97	51,394.61
Bdaniel Ebersole	8/24/1998	46,490.00	48,328.75	49,536.97	51,394.61
Susan Roche	10/15/1998	46,490.00	48,328.75	49,536.97	51,394.61
Lori MacDonald	2/8/1999	44,158.00	45,938.45	47,086.91	48,852.67
Nicole Leonori	1/24/2000	44,031.00	45,808.28	46,953.48	48,714.24

LACKAWANNA COUNTY									
ADULT AND JUVENILE PROBATION AND DOMESTIC RELATIONS SECTION									
DOMESTIC RELATIONS									
NEW WAGE SCALE									
		ANNIV	SALARY		SALARY	SALARY		SALARY	
		DATE	2013		2014	2015		2016	
Tracy Kase		2/26/2001	41,679.00		43,397.48	44,482.41		46,150.50	
Stephanie McDonald		2/10/2014	32,631.00		33,446.78	34,282.94		35,568.55	

SALARY
2017
70,495.04
68,721.50
67,107.43
49,443.81
64,058.13
63,933.97
63,073.97
59,262.63
53,707.36
53,707.36
53,707.36
51,051.04
50,906.38

SALARY
2017
48,227.27
37,169.14