



County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Resolution: 17-0169

File Number: 17-0169

Entering into a Collective Bargaining Agreement

BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby enter into a Collective Bargaining Agreement by and between the County of Lackawanna and the American Federation of State, County, and Municipal Employees District Council 87, AFL-CIO (OYFS); contract term effective retro January 1, 2017 until December 31, 2021.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna

County held on June 14, 2017.

COUNTY OF LACKAWANNA

PATRICK M. O'MALLEY

Abstain

LAUREEN A. CUMMINGS

JERRY NOTARIANNI

ATTEST:

**ANDREW M. WALLACE
CHIEF OF STAFF**

Approved as to form and legality:

**JOHN J. BRAZIL, JR.
COUNTY SOLICITOR**

COLLECTIVE BARGAINING AGREEMENT

BY & BETWEEN

THE COUNTY OF LACKAWANNA

AND

THE AMERICAN FEDERATION OF STATE

COUNTY, AND MUNICIPAL EMPLOYEES

DISTRICT COUNCIL 87, AFL-CIO

(OYFS UNIT)

January 1, 2017 - December 31, 2021

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AGREEMENT

This agreement is entered into on this 1st day of January, 2017 by and between the County of Lackawanna, hereinafter referred to as the Employer and the American Federation of State, County and Municipal Employees, AFL-CIO, Northeastern Public Employees, District Council 87, hereinafter referred to as the Union.

ARTICLE 1 - MANAGEMENT RIGHTS

A.) The Employer has, retains and shall possess and exercise all the employer's rights and functions, powers, privileges and authority that it possesses prior to entering into this Agreement with the Union, excepting only such as are specifically relinquished or restricted in this Agreement. As illustrative of the rights of the Employer so possessed and retained, but such illustration to be in no way construed as a limitation thereof, the Employer shall have the exclusive right to manage OYFS and all of its physical facilities; determine and change staffing, budget methods, equipment used, operating policies and practices, standards, direct the working forces; determine the number of shifts to be worked and adjust the same from time to time; assign shift schedules; hire full time employees; determine and change the number of kinds of employees in each department and job, their location and shift, to promote, transfer within the Agency, discipline, layoff and recall employees, to discharge for cause; determine at all times the number of full time employees to be employed in any classification, in any shift or any department; to create new departments, assign work to specific employees; to make rules and regulations governing the operation of OYFS and the work conduct of all employees and to revise the same from time to time and to require compliance by the employees therewith, and generally to control and direct OYFS in all of its operations and affairs.

B.) The Employer shall not be required to bargain over matters of inherent managerial policy which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

C.) In the event that the Employer changes a policy or institutes a new policy, wherever practical, the Employer will meet and discuss with the Union at least thirty (30) days before the effective date of the policy. If the policy change affects terms and conditions of employment the Employer will meet and negotiate with the Union as required by law.

ARTICLE 2 - RECOGNITION

Section 1. The employer recognizes the Union as the exclusive representative for collective bargaining purposes for the following bargaining unit PERA-R-2044-C. Included are those employees employed by the Employer including all regular full time professional employees in the classification Homemaker, Caseworker I, II, III, Clerk Typist I, II, III and Social Worker I, and II, County Social Service Aide I, II, III, and Fiscal Technician I, II, III, Clerk, Accountant I, Fiscal Assistant I, II, III and Legal Assistant.

Section 2. The term employee whenever used in this Agreement refers only to those employees referred to in Section 1 of this Article.

ARTICLE 3 - UNION SECURITY

Section 1. No employee shall be required to join or become a member of the Union as a condition of employment. However, any employee who, on the effective date of this agreement, has joined the Union or who joins the Union in the future, must remain a member for the duration of this agreement with the provision that any such employee shall have the right to resign from the Union during a period of 15 days prior to the expiration date of the contract by mailing the original resignation, by registered mail, to both the Union and Human Resource Office with return receipt requested. The date said letter is postmarked is the effective date of the mailing of such notice.

Section 2. Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain membership in the Union, provided that such employee may resign from the Union, in accordance with the following procedure:

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 87, AFSCME, AFL-CIO and a copy of the letter to the Human Resource Office. The official membership card, if available, shall accompany the letter of resignation.

b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

Section 3. The Employer and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

Section 4. The Union shall be given time to furnish each new employee with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement and authorization for dues deduction.

Section 5. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 - DUES DEDUCTION

Section 1. The Employer shall deduct the Union bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Agreement. When revoked by the employee in accordance with Article 3, the County shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the Union.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

Section 3. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay.

Section 4. The Employer shall provide the Union, on a monthly basis, a list of all employees in the bargaining units represented by the Union. This list shall contain the employee's name, social security number, address, work location (institution, bureau, etc...) and whether the employee is a union member or non-member, who makes fair share payments.

Section 5. The employer agrees to deduct the Union Voluntary Political Action deduction, if any, from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be set forth in the written deduction authorization and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month.

Section 4. The Employer shall provide the Union, on a monthly basis, a list of all employees in the bargaining units represented by the Union. This list shall contain the employee's name, last four digits of social security number, address, work location (institution, bureau, etc...) and whether the employee is a union member or non-member,

who makes fair share payments.

ARTICLE 5 - HOURS OF WORK

Section 1. The work week for regular full-time employees shall consist of five (5) consecutive work days in a pre-established work schedule, Monday through Friday.

Section 2. Except for bargaining unit members working a scheduled in-day, the normal work day shall be 8:30 a.m. to 5:00 p.m. with a one (1) hour lunch break in a pre-established work schedule, or a shift of 8:00 a.m. to 4:00 p.m. with a one half (½) hour lunch. All employees will be able to take advantage of the 8 a.m. to 4 p.m. shift with the approval of the Administration. The purpose or intent of this clause is not to circumvent overtime pay or to be used as a means of harassment; nor for the purpose of scheduling split shifts. Flex scheduling will be limited to 8:30 a.m. to 5:00 p.m. and 8:00 a.m. to 4:00 p.m. shifts.

Section 3. The work shift shall consist of 7 ½ hours within a work day.

Section 4. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a lunch period.

Section 5. The Employer agrees to meet and discuss concerning alternate work schedules for all bargaining Unit employees.

Section 6. An employee will not routinely be required to work in excess of 37.5 hours a week or 7.5 hours a day, but in such an event which is the exception and not the norm, the Employer will pay at the rate of time and one half the employee's regular straight time hourly rate or the equivalent in compensatory time for all hours worked (excluding call time) beyond 7.5 hours in a day or 37.5 hours in a normal work week subject to the provisions of Article 15. Call time shall be compensated pursuant to the provisions of Article 14.

Section 7. There shall be no duplicating of overtime or premium pay.

Section 8. All time in a compensable status shall be counted as hours worked for the computation of overtime. 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 leave, or bereavement leave.

Section 9. All employees will be entitled to a 15 minute break each half shift.

ARTICLE 6 - MEAL PERIODS

Section 1. All employees shall be granted a non-paid lunch during the third to fifth hours, inclusive, of their work day, unless an emergency requires a variance. Required hours of work during a work day shall be exclusive of this period.

Section 2. Employees shall be guaranteed a meal period for each two (2) hours worked before and/or after his/her scheduled starting or quitting time. The employer shall furnish a meal or compensate the employee upon production of a receipt for a meal as per Section 4.

Section 3. Employees who are required by a supervisor to remain on duty without meal periods shall be compensated for this period at the appropriate rate of pay.

Section 4. Employees traveling out of the county or being required to attend mandatory training outside of downtown Scranton will be compensated:

\$8.62 for breakfast for the life of the contract

\$17.25 for lunch for the life of the contract

\$28.75 for dinner for the life of the contract

Section 5: A meal is defined for the purpose of this article and shall not exceed; one (1) entrée, one (1) side, one (1) dessert, and one (1) nonalcoholic beverage.

ARTICLE 7 - HOLIDAYS

Section 1. A.) The following days shall be recognized as holidays for all full-time bargaining unit employees:

New Years' Day	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Eve
Martin Luther King's Day	Christmas Day
Good Friday	Four (4) Personal days
General Election Day	Primary Election Day

*All Employees will receive their birthday holiday for the 2017 year of this contract only.

B.) Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday. In the event that an employee's birthday falls on a Saturday or Sunday or another listed holiday or the employee chooses not to take the holiday on their birthday, they will be awarded a compensatory day to use at the employees discretion. The birthday holiday is only for the 2017 year of this contract.

Section 2. In order to be eligible for the holiday and holiday pay, an employee must satisfy all of the following:

A.) Must be in compensable status on the full scheduled day of work immediately preceding the holiday and the full scheduled day of work immediately following.

Section 3. If an employee works on any of the holidays as set forth in Section 1 of this Article, the employee shall be compensated at two (2) times his/her regular straight-time hourly rate for all hours actually worked on said holiday plus compensatory time for hours worked or the employee by agreement with the Employer may select three (3) days in lieu of the scheduled holiday, provided the three (3) days are scheduled within thirty (30) calendar days of the scheduled holiday. In this event, the employee will receive the straight time rate of pay for all hours worked on this scheduled holiday. Employees working on Emergency Services on holidays will be compensated pursuant to the provisions of Article 25.

Section 4.

A.) The personal days referred to in Section 1 shall be requested by the employee and granted subject to management's responsibility to maintain efficient operation.

B.) When it is necessary to limit the number of employees off at the same time, only one trained employee shall be required from each service (group) and the remainder will be

by seniority or volunteers.

C.) Christmas/New Year Coverage in Day - each group will handle their own coverage.

ARTICLE 8 - SENIORITY

A.) DEFINITION

- 1.) Bargaining unit seniority is defined as the employee's length of last continuous service with OYFS as a regular full-time employee.
- 2.) Job classification seniority is defined as the employee's length of last continuous service in a specific job classification as a regular full-time employee.
- 3.) An employee can have only one job classification seniority.

B.) ACCRUAL

- 1.) An employee's bargaining unit seniority and job classification seniority shall commence after the completion of the probationary period and shall be retroactive to his last date of hire.
- 2.) Bargaining unit seniority shall accrue during the period an employee is continuously regularly employed in the bargaining unit, (a) but bargaining unit seniority shall not accrue during a leave of absence without pay or during a lay off.
- 3.) Job classification seniority shall accrue during the time an employee continuously is regularly employed in a specific job classification, but shall not accrue during the periods specified in a 2(a) above.

When an employee is permanently transferred to a different job classification within the bargaining unit, or otherwise has his/her job classification within the bargaining unit permanently changed, he/she shall begin accruing job classification seniority in the new job effective with his/her first day in that job after the permanent transfer or change was made

C.) APPLICATION

- 1.) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of last continuous service is a factor pursuant to the written clauses of this Agreement.
- 2.) Job classification seniority shall apply in cases of promotions within the bargaining unit and filling permanent job vacancies if first the employee meets the job qualifications as determined by the County, and the employee's knowledge and ability to do the job, education, experience, efficiency and record of satisfactory service are all equal to other employees being considered for such promotions within the bargaining unit or filling permanent vacancies. Job classification seniority shall also apply in cases of layoffs

and/or recall, as more specifically set forth in Sections D and E following.

D.) LAYOFFS

When the County determines to lay off bargaining unit employees, it will do so in the following manner:

- 1.) Employees who have not yet completed their bargaining unit probationary period and who are working within the job classification shall be laid off first without regard to their individual periods of employment.
- 2.) The layoffs will occur from within each job classification according to the bargaining unit seniority of the employees within that job classification, such that the person with the least bargaining unit seniority will be the person laid off.
- 3.) An employee scheduled to be laid off from a particular job classification under 2 above shall then be required to bump back to a position which he/she has a greater amount of bargaining unit seniority than the employee with the least amount of bargaining unit seniority within that classification.
- 4.) An employee may bump into any position provided they have the required skill, ability, and qualifications, including civil service qualifications, to perform the duties of the classification they are bumping into.
- 5.) An employee who is laid off shall retain his bargaining unit job classification seniority rights for the purpose of job recall for a period of one (1) year.
- 6.) There shall be no chain bumping.
- 7.) An employee who bumps in order to avoid a layoff shall receive the rate of pay of the job into which he bumps, in accordance with his/her bargaining unit seniority, except that no employee shall receive an increase in his rate of pay as a result of the bump.
- 8.) For the purpose of furlough, the President and Chief Union Steward shall have super seniority. The Union shall provide the employer with the name of such Chief Steward who has been granted super seniority in accordance with the provisions of this Section.
- 9.) The County will provide at least a five (5) day notice of any layoff. The County will have three (3) options available to them when dealing with the layoff notice: 1) The employee will be required to work the five (5) days or; 2) The employee may be asked to stay home and be paid their regular salary for the five (5) days or; 3) The County could use any combination of the options in dealing with the five (5) days.

The employee will have the option to use their accrued personal and vacation time during the five (5) day period.

This section will not apply to any employee who is laid off for less than thirty (30) days.

E.) RECALL

1.) If a regular full-time permanent vacancy occurs in a job classification and the County solely decided to fill that vacancy, employees who are laid off from that job classification will be recalled in the reverse order in which they were laid off.

2.) An employee who has not yet completed his/her bargaining unit probationary period and who has been laid off shall have no recall privileges.

F.) LOSS OF SENIORITY

1.) An employee shall lose all seniority and seniority rights and shall be considered a new employee if rehired upon the happening of one or more of the following:

a. Discharge for cause.

b. Resignation or retirement.

c. Failure to report for work on the first work day following the conclusion of a leave of absence.

d. Failure to report for work on the first work day scheduled after being recalled from layoff, provided that the employer shall notify the employee of his/her recall at least five (5) calendar days in advance. Notice of recall shall be received by an employee, under this section, when a certified letter or telegram has been delivered to the employee's last known address as shown on the Agency's records.

e. Is laid off for one (1) year or the amount of the employee's bargaining unit seniority, whichever is less.

f. Provides false or misleading information to the County on his job application, or for the procurement of any benefit or privilege.

g. Absence without leave for three (3) consecutive work days.

h. Accepts a position outside of the bargaining unit.

ARTICLE 9 - PROMOTIONS AND TRANSFERS

Section 1. An employee transferred permanently to a higher classified job shall receive the minimum rate of the job to which he/she is assigned or 5%, whichever is higher.

Section 2. An employee transferred to a lower job classification for the convenience of the employer shall receive his rate on the job from which he was transferred unless such action was a disciplinary action.

Section 3. An employee transferred to a lower job classification to prevent the employee from being laid off from work shall receive his previous rate for a period of three months after which he will be paid the maximum rate of the job to which he has been assigned.

Section 4. An employee temporarily transferred to a higher job classification for the convenience of the employer shall receive a minimum increase of at least 5% or the minimum straight time hourly rate for the job to which he is transferred, whichever is higher. Temporary transfers shall be for (30) thirty days only.

Section 5. An employee shall be required to perform any and all temporarily assigned duties regardless of his/her customary duties or job assignment. Temporary assignments shall not exceed thirty (30) days.

Section 6. Promotion to a higher-rated job within the bargaining unit shall occur when an employee moves to a job within the bargaining unit with a higher rate or rate range.

Section 7. When the County solely determines to fill a vacancy or new job in a permanent regular full-time position, then as between two or more employees who have applied for, and who the County is considering for, such a job or vacancy, and for whom the job would result in a higher rate or rate range, the County will consider the amount of bargaining unit seniority held by each employee as a factor if, first, the respective competing employees' knowledge and/or ability to do the job, experience, efficiency and record of satisfactory work service are, all equal.

Section 8. The County will post any permanent regular full time vacancy that it desires to fill for one five (5) working day period prior to the filling of such vacancy, unless an emergency requires a lesser period of time. When a bargaining unit position is left vacant for any reason, the County will post, interview, and fill that position with a bargaining unit position covered by this agreement, within forty five (45) days of the vacancy.

Section 9. If the County has determined a permanent vacancy within the bargaining unit and between units/teams will be filled and it has selected a qualified applicant from within the bargaining unit, the employee and the Union will receive notification that he/she has been assigned to the position within ten (10) days from the date of the final interview. The Executive Director will notify the Union in writing when any assignment is granted. The employee will be transferred to the new position within thirty (30) calendar days of notification to the employee. The employee will not receive any new

assignments during the thirty (30) day period unless the Executive Director deems it necessary due to operational needs. The employee will complete as many of his/her cases as are reasonably possible in the thirty (30) day period. The thirty (30) day period may be extended in the event of absence due to vacation, illness, etc. with the agreement of the Union and the Executive Director. Lateral transfers within teams/units will be based upon the needs of the team/unit. When determining who is transferred the County will take into consideration the individual strengths and abilities of the transferees. The change in number and distribution of work types, i.e. intake and ongoing/permanency, will be reviewed administratively every thirty (30) days to determine if any changes within the teams/units need to be permanent. All temporary changes will become permanent after six (6) months. Any employee laterally transferred within a team/unit will have his/her caseload equally distributed between the remainder of the team/unit members.

Section 10. There shall be a six (6) month probationary period for all employees transferred or promoted to a higher classified job. An employee who transfers into any other position shall complete a six (6) month trial period before posting for or transferring into a vacancy.

Section 11. An employee who is permanently transferred to a higher rated job within the bargaining unit will be given such time as the County solely determines is sufficient, up to six (6) months actually worked, on the new job to fully and satisfactorily do the job. The County will solely determine if the employee can do the job.

a. Upon his/her promotion, the employee will be paid at the base rate of the job he/she is filling or 5%, whichever is greater.

b. If the County removes him/her from the new job within his/her probationary period, he/she will be returned to his/her former job without loss of seniority or other benefits. The employees pay rate will be adjusted to the former rate.

Section 12. If an employee is promoted and successfully fills the new job, he cannot be considered for another position for at least six (6) months after his completion of his trial period in that new job.

Section 13. When an employee is reassigned by Employer into an un-bid vacancy Employer shall assign the least senior employee with the appropriate qualifications first.

ARTICLE 10 - SICK LEAVE

Section 1. An employee shall be allowed 1 2/3 days of sick leave for each month of actual work, sick leave shall be earned by an employee in any month which the employee is on compensable status fifteen (15) or more working days. An employee shall be eligible to take sick leave after sixty (60) day service with employer.

Section 2. An employee shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of one hundred sixty (160) days.

Section 3. Sick leave pay will be at the employee's current regular straight-time rate reached per each day of sick leave.

Section 4. Upon retirement under the normal retirement provisions outlined in the County Pension manual the County will buy back unused sick leave to a maximum of one hundred (100) days. Unused sick leave bought back by the County at retirement will be at the employee's current rate of pay at retirement.

Section 5. An employee who has exhausted all personal, vacation, sick and, compensatory time may receive up to a maximum twenty (20) sick days donated by fellow employees per year.

Section 6. Sick leave earned but unused in a given calendar year will be bought back by the County to a maximum of twenty (20) days at the employee's regular rate of pay for that given calendar year. The employee however will retain the option to accumulate sick leave as long as said accumulation does not exceed one hundred sixty (160) days.

ARTICLE 11 - LEAVES OF ABSENCE

Section 1. An employee shall be eligible for paid or unpaid leaves of absence after completion of his or her probationary period of service with Office of Youth Services and Family Services and if the other requirements set forth below are met.

Section 2. An employee desiring a leave of absence shall apply for it, except in case of emergency, at least two (2) weeks in advance of the commencement of the proposed leave, on a form to be provided by the Employer, and the Employer will notify the employee and the Union of its decision in writing within five (5) work days after receiving such application.

Requests for emergency type leave shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken in within the discretion of the Employer.

Section 3. The following shall be considered to be leaves with pay:

1.) Bereavement Leave - The County understands the importance of family and how the loss of a close relative could impact the lives of our employees. It is with this said, that the county employees are entitled to a maximum of four days of pay when a death in their immediate family requires employees to be absent from work. The following relatives of the employee are covered in this policy: spouse, domestic partner, child, parents, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, step-child, step-parent, grandparent, and grandparent-in-law.

The County will pay an employee one day for an extended family member. Extended family member is defined as: aunt, uncle, niece, and nephew. This paid day off will be the day of the funeral. If the funeral does not fall on an employee's scheduled work day, the employee will not be compensated.

In order to be paid, they may be required to produce evidence of the relationship to the deceased. Employees will be paid a straight time rate for up to four days for time lost from work on any scheduled work day due to the death of a member of the immediate family. The last day to be paid shall be no later than two calendar days after the day of the funeral. This policy does not cover holidays in which an employee is paid as a benefit or days that the employee is not scheduled to work.

2.) Jury Duty - When an employee serves on jury duty, he will be paid the difference between the time actually served and his regular rate of straight-time pay for that time. Before an employee can receive pay for service on jury duty, he must present to the Executive Director of OYFS a statement from the authorized County Clerk setting forth the amount of money received and time actually served on jury duty.

3.) Military Leave - The employer shall comply with all provisions of Federal and State laws regarding Military Leave. Employees who are called to active duty shall receive the

difference, if any, between their regular rate of pay and military pay.

4.) Union Leave - If an employee is elected to attend a union conference, annual convention or any other training on behalf of the union, necessitating a suspension of active employment, a leave of absence not to exceed five (5) days in any one (1) calendar year per delegate will be granted with pay. The number of delegates is not to exceed two (2) per 100 union members.

Section 4. The following shall be considered to be leaves without pay:

1.) Employees may be granted leaves without pay at the sole discretion of the employer for any reason for a period not to exceed two (2) years.

2.) Employees who are elected or appointed as full-time paid or non-paid union officials or representatives shall at the written request of the employees be granted leaves without pay for the maximum term of office, not to exceed one (1) year. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

3.) Members of the Union elected as official delegates to the annual convention of the Union shall be granted leaves without pay each year, where such time is necessary to attend the annual convention. This time shall be in addition to that time as mentioned in Section 3 (4) of this Article.

4.) Maternity leave policy at OYFS shall be in conformance with the rules of the Civil Service Commission, laws of the Commonwealth of Pennsylvania and the United States of America.

5.) After completing two (2) years of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leaves shall not exceed two (2) years and shall not be granted more than once every four (4) years.

An employee who obtains a leave of absence or extension by false pretense or who fails to report to work on expiration of any leave of absence or extension thereof within three (3) days may be deemed to have voluntarily resigned.

If an employee desires to return to work before the end of the employee's leave of absence, the employee shall request permission from the employer at least five (5) days before his expected date of return.

Extensions of leaves of absence may only be obtained by written approval of the Employer before the employee's original leave of absence terminates, except where an emergency arises where an employee is prevented from making a written request.

When an employee returns to work after termination of his leave of absence, he shall be returned to his regular job classification in accordance with his job classification seniority

unless otherwise promoted.

Section 5. The County will grant up to 12 weeks of leave in accordance with the Family and Medical Leave Act of 1993. Consistent with that law, employees must use any available paid leave for all or part of the leave. Employees must provide 30 days written 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 12 - VACATIONS

Section 1. In each calendar year, each full-time bargaining unit employee hired before the ratification date of the agreement shall earn annual vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
After 6 months	5 days
After 1 year	10 days
After 4 years	15 days
After 9 years	20 days
After 15 years	25 days

In each calendar year, each full-time bargaining unit employee hired after June 30th, 2015 shall earn 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 (1) year	10 days
Five (5) to nine (9) years	15 days
Ten (10) years or more	20 days

Section 2. a.) Vacation must be earned on a monthly basis, such that an employee can earn, in a calendar month, 1/12 of the annual vacation for which he/she is eligible under Section 1 above.

b.) In order to earn his/her full monthly (1/12 of annual) vacation benefits in any calendar month, a regular full-time employee must work or otherwise be on compensable status 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) full work days in any month shall earn one-half ($\frac{1}{2}$) of his/her vacation entitlement during that month. An employee on compensable status for less than ten (10) full work days in any month shall not earn any vacation for that month.

Section 3. Employees shall be permitted to anticipate annual vacation leave, not to exceed ten (10) days, unless it is not practicable based on operational needs, as determined by the Executive Director. If an employee is terminated, discharged or otherwise separated from the Agency, the amount of money equal to any vacation leave he/she anticipated shall be deducted from his/her

paychecks. Only vacation earned but unused will be paid on a prorated basis.

Section 4. Vacation shall be granted by the Executive Director subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with OYFS shall be given his choice of vacation. However, it is recognized by the Union that the scheduling of vacations shall not interfere with the proper operation of OYFS. Executive Director is to oversee all requests for vacations. All leave slip requests will be answered by management within ten (10) days from deadline.

Section 5. All employees shall be allowed to carry over annual leave (vacation leave) from one year to another to a maximum accumulation of up to twenty (20) days.

ARTICLE 13 - SALARIES AND WAGES

Section 1. Effective January 1, 2017, all staff covered by this agreement will receive a pay increase of three percent (3%).

Section 2. Effective January 1, 2018, all staff covered by this agreement will receive a pay increase of three percent (3%).

Section 3. Effective January 1, 2019, all staff covered by this agreement will receive a pay increase of three percent (3%).

Section 4. Effective January 1, 2020, all staff covered by this agreement will receive a pay increase of three percent (3%).

Section 5. Effective January 1, 2021, all staff covered by this agreement will receive a pay increase of three percent (3%).

Section 6. In addition, effective as of an employee's fifth anniversary of employment and, he/she shall receive an anniversary bonus of one percent (1%) of his/her current pay. Following completion of each employee's tenth (10th), twentieth (20th) and thirtieth (30th) year of employment the employee will receive a one percent longevity pay increase.

(B) New Starting Salaries - See chart below:

Position	2017	2018	2019	2020	2021
Caseworker I	\$32548.81	\$32848.81	\$33148.81	\$33448.81	\$33748.81
Caseworker II	\$36521.00	\$36821.00	\$37121.00	\$37,421.00	\$37,721.00
Clerk Typist I	\$24341.61	\$24641.61	\$24941.61	\$25241.61	\$25541.61
Clerk Typist II	\$25104.68	\$25404.68	\$25704.68	\$26004.68	\$26304.68
Clerk Typist III	\$27274.46	\$27574.46	\$27874.46	\$28174.46	\$28474.46
Homemaker Trainee	\$24341.61	\$24641.61	\$24941.61	\$25241.61	\$25541.61
Homemaker	\$24815.83	\$25115.83	\$25415.83	\$25715.83	\$26015.83
Clerk Steno I	\$24815.83	\$25115.83	\$25415.83	\$25715.83	\$26015.83
Clerk Steno II	\$25393.53	\$25693.53	\$25993.53	\$26293.53	\$26593.53
Clerk Steno III/Legal Asst.	\$27582.53	\$28152.16	\$28452.16	\$28752.16	\$29052.16
Social Service Aide I	\$24815.83	\$25115.83	\$25415.83	\$25715.83	\$26015.83
Social Service Aide II	\$25104.68	\$25404.68	\$25704.68	\$26004.68	\$26304.68
Social Service Aide III	\$27274.46	\$27574.46	\$27874.46	\$28174.46	\$28474.46
Clerk I	\$24341.61	\$24641.61	\$24941.61	\$25241.61	\$25541.61
Clerk II	\$24960.25	\$25260.25	\$25560.25	\$25860.25	\$26160.25
Clerk III	\$25827.94	\$26127.94	\$26427.94	\$26727.94	\$27027.94
Fiscal Asst. I	\$25827.94	\$26127.94	\$26427.94	\$26727.94	\$27027.94
Fiscal Technician	\$32584.81	\$32848.81	\$33148.81	\$33448.81	\$33748.81
Social Worker I	\$36104.84	\$36404.84	\$36704.84	\$37004.84	\$37304.84
Accountant I	\$36521.00	\$36821.00	\$37121.00	\$37421.00	\$37721.00

Caseworker with Masters add \$1650.00

THESE ARE STARTING SALARIES ONLY.

This is the starting salary scale for the life of this agreement. No employee will suffer decrease in pay as a result of this salary .

ANY WORKER TRANSFERRING TO A HIGHER JOB CLASS WILL RECEIVE AN INCREASE OF 5% OF THEIR CURRENT SALARY OR THE STARTING SALARY FOR THAT JOB CLASS—WHICHEVER AMOUNT IS HIGHER.

Section 7. All Caseworker II's hired prior to 2017 would have their salaries adjusted to the 2017 starting salary of \$36, 521.00.

All Caseworker II's hired prior to 2017 would receive the negotiated raise for 2017 and for the duration of the contract.

All Caseworker II's hired after December 2016 would receive the starting salary (\$36,521.00) without the 3% raise, but would receive all raises in subsequent years for the life of the contract.

All collective bargaining members hired prior to 2016 would receive a \$300 adjustment to their base pay prior to the implementation of the 3% raise. In turn, the Union agrees that all claims relative to employees starting at higher salary rates than they should have are settled.

The starting salaries for all collective bargaining positions will begin at the rate listed in the attached salary scale and will increase annually according to the salary scale below and would not receive the negotiated raise or increase for the year in which they are hired.

ARTICLE 14 - CALL TIME

Section 1. An employee who has been called into work outside of his regular shift shall be guaranteed a minimum of four (4) hours work. There shall be no duplication of hours.

Section 2. Call time shall be paid at the rate of two (2) times the employee's regular rate or the equivalent compensatory time.

ARTICLE 15 - COMPENSATORY TIME

By mutual agreement between the Executive Director and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime or call time pay.

Employees will be permitted to use the compensatory time within forty-five (45) days after it has been earned. In the event that the employee is denied comp time in the initial 45 days, the employee will be granted an additional 45 days.

If an employee is scheduled to work a holiday, he/she may not use comp time in lieu of working the scheduled holiday.

ARTICLE 16 – GRIEVANCE AND ARBITRATION

Section 1. Any grievance or dispute which may arise concerning the application, meaning or interpretation of specific clauses of the Agreement shall be settled in the following manner:

STEP 1: The grievance must be presented in writing by the employee or union representative to the Director of OYFS or his designee within fifteen (15) working days. The official receiving the written appeal or his designated representative shall respond in writing to the employee and the union representative within fifteen (15) working days after receipt of the appeal. The Director shall attempt to resolve the matter and report his decision to the employee in writing within fifteen (15) working days of its presentation otherwise the grievance shall be sustained.

STEP 2: In the event the grievance has not been satisfactorily resolved in Step 1, written appeal may be made by the employee or union representative within fifteen (15) working days of the Step 2 decision to the County Commissioners or their designee and shall contain a copy of the grievance and a copy of the Step 1 and Step 2 decisions. The County Commissioners or their designee shall issue a decision in writing to the Union within fifteen (15) working days after receipt of the appeal, otherwise the grievance shall be sustained.

STEP 3: An appeal from an unfavorable decision at Step 2 may be initiated by mutual agreement between the parties to proceed to Grievance Mediation within 15 working days after the Step 2 decision is due. The PA Bureau of Mediation shall mediate the grievance. Any recommendation reached by the mediator will be considered advisory and may be rejected by either party. If the State mediator fails to reach a recommendation within 30 calendar days, either party may terminate the mediation process where upon the Union may proceed to Arbitration.

STEP 4: An appeal from an unfavorable decision at Step 2 or 3 may be initiated by the Union service upon the Employer a notice in writing of its intent to proceed to arbitration within fifteen (15) working days after receipt of the Step 2 or 3 decision, otherwise the right to arbitrate shall be lost. Said notice shall identify the specific provisions of the Agreement, the department, the employee involved and a copy of the grievance and the facts giving rise to the grievance and the relief requested.

The arbitrator is to be selected by the parties jointly within fifteen (15) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Pennsylvania Bureau of Mediation to submit a list of seven (7) possible arbitrators.

The parties shall within fifteen (15) working days of receipt of said list meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The employer shall strike the first name.

Each case shall be considered on its own merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Step 1, 2, 3 and 4 shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the specific provisions of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not submitted to him.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing or receipt of the transcript of the hearing. All of the time limits contained in this section may be extended by mutual agreement in writing.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay the record and make a copy available without charge to the arbitrator.

Section 2. Employees selected by the Union to act as Union representatives shall be known as stewards. For the purpose of handling grievances, there shall be a maximum of three (3) stewards. The Union shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes.

A reasonable number of witnesses when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and a union representative shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time. A maximum of one steward shall be utilized for an individual grievance.

**ARTICLE 17 –
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

Section 1. An employee who has completed the probationary period shall not be disciplined, demoted, suspended or discharged except for just cause and cause sustained.

Section 2. Any action instituted under Section 1 of this Article shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof. The Employer shall notify the Union in writing of any disciplinary action taken. Warning notices shall be removed from a personnel file after one (1) years.

Section 3. An Employee shall be provided with notice 24 hours in advance of a meeting with a supervisor or administrator that may be considered an investigatory interview or which may lead to the discipline of the employee, unless such notice is not practicable under the circumstances as determined by the Executive Director. An investigatory interview is when a supervisor questions an employee to obtain information which could be used as a basis for discipline or the supervisor asks the employee to defend his or her conduct.

Section 4. An employee who has been disciplined shall receive a copy of any memo, verbal warning, written warning, corrective plan, evaluation or any such paperwork related to the discipline within three (3) working days of the meeting during which they were informed of the discipline.

ARTICLE 18 - HEALTH AND WELFARE

Section 1. All full time employees as of January 1, 20014 will be entitled to select from one of the HMO's the County will be providing. The employee cost of the HMO will be as follows:

Effective January 1, 2017	\$60.00 per month for single employees \$120.00 per month for family plan
Effective January 1, 2018	\$60.00 per month for single employees \$120.00 per month for family plan
Effective January 1, 2019	\$60.00 per month for single employees \$120 per month for family plan
Effective January 1, 2020	\$60.00 per month for single employees \$120 per month for family plan
Effective January 1, 2021	\$60.00 per month for single employees \$120 per month for family plan

*The copay for benefits will be pre-tax deduction.

A.) Employee and Dependent coverage for basic dental and supplemental benefit program to a maximum limit of \$2,000 per year per each dependent and employee.

B.) Employee and Dependent coverage for prescription benefits will be as follows:

Copays:

A Maximum of \$10.00 for generic drugs

A Maximum of \$25.00 for non-formulary drugs

A Maximum of \$15.00 for name brand drugs

A Maximum of \$20.00 for mail in program for generic B 90-day supply

A Maximum of \$30.00 for name brand B 90 day supply

The County and the Union agree to form a committee to research all coverage's in this article that will either improve or be equal to all benefits at no additional cost to the employee or the County.

C.) Continue Employee and Dependent coverage for vision care benefits.

D.) 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 employees 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 plan on a month-to-month basis.

E.) The County will continue its \$1,000 buyout for health insurance and a \$1,500 buy out for all health insurance including medical, dental and eye programs which will be paid in a separate check. The employee will be paid the buyout at the end of the year that they do not take the County sponsored benefits.

Section 2. A) The County will bear any and all costs (not covered by insurance), for any/all vaccines, treatments, etc., associated with the safety and/or function of OYFS employees.

B) The County shall provide mandatory basic first aid and CPR classes to all OYFS employees at no cost to the employees. Employees will receive certification upon completion.

ARTICLE 19 – LIFE INSURANCE

Section 1. Effective January 1, 2017 and for the remainder of this Agreement, the Employer will provide a group life insurance policy in the amount of fifty five thousand (\$55,000) dollars for each regular full-time employee who is eligible for coverage under the policy. The employee's beneficiaries will receive double indemnity through the counties provided life insurance policy if the employee dies while performing their required job duties.

ARTICLE 20 – TRAVEL EXPENSES

Section 1. All employees required to travel for County business must meet the requirements described in the current County Travel Policy including but not limited to possessing a valid driver's license and proper insurance coverage as required by the County Travel policy.

Section 2. A). County vehicles may be used whenever they are available rather than personal vehicles.

B). If an employee is to travel beyond the Agency designated maximum daily mileage as outlined in the travel policy, he/she shall use a County vehicle if one is available. The maximum daily mileage is exclusive of unforeseen but required travel such as emergency responses.

C). An employee traveling beyond the designated maximum allowable mileage who uses his/her personal vehicle when a County vehicle is available without the approval of senior program management will not be eligible for mileage reimbursement. Senior management is defined as Program Specialist I, Manager, Court and Community Services Director, Assistant Administrator and Agency Administrator. If senior management is not available, approval can be obtained from an on-call or in-day supervisor.

Section 3. Any employee who is required or requested to use his/her own car for County business shall be reimbursed at the Federal Reimbursement rate selected by the Pennsylvania Department of Human Services, currently the (GSA) mileage rate, as it goes into effect.

Section 4. Expense vouchers submitted by noon (12:00 pm) on the 3rd working day of the month will be paid on or before the fifteenth of each month unless it is a holiday or weekend, in which case it reverts to the following work day.

Section 5. If an employee is required to use their own personal vehicle the County shall increase the employee's yearly salary by \$500.00 per year in a separate check. The purpose of this increase in salary is to partially cover the cost of insurance on the vehicle, and to meet the County travel policy requirements regarding insurance coverage levels. Each year the employee must provide proof of vehicle insurance in order to qualify for this pay increase. For the purpose of this section, employees are defined as Caseworkers/aides and Homemakers.

ARTICLE 21 – NO STRIKE OR LOCKOUTS

Section 1. It is understood that there shall be no strikes as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official or employee of the union authorize, assist or encourage any such stoppage of work during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Union, the Union within twenty-four (24) hours following the request of the County shall:

- a.) Publicly disavow such action by the employees.
- b.) Advise the County in writing that such employee action has not been authorized or sanctioned by the Union.
- c.) Make every attempt to advise and to post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. The County reserves the right to discipline or suspend an employee or employees who violate this provision of Section 1 of this Article and only the question of fact whether the employees participated, engaged in or encouraged this strike shall be within the arbitrator's jurisdiction.

Section 4. The County will not engage in any lockout during the life of this Agreement.

ARTICLE 22 - EMPLOYEES STATUS

Section 1. The employee shall have the duty to keep the Employer advised of their most recent address and telephone number.

Section 2. The Union shall have the duty to notify the Executive Director and to supply in writing to him a list of the official union officers and representatives any change in union officers and representatives shall be communicated in writing to the Executive Director.

Section 3. The Employer shall provide the Union with a list of new employees, resignations and promotions within the bargaining unit each month.

Section 4. Employees benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article I of this Agreement.

Section 5. The Employer will provide all necessary equipment for employees for perform their job duties. The employee will not be responsible for any equipment that is lost, stolen, or damaged unless they are negligent in the use or handling of said equipment. The burden of proving that the employee was negligent shall rest with Employer.

ARTICLE 23 - BULLETIN BOARDS

The Employer will provide a bulletin board for the Union to post official Union notices signed by an official union representative, provided a copy is first given to the Employer.

ARTICLE 24 - TUITION REIMBURSEMENT

Section 1. Regular full-time employees who have completed twelve (12) full months of satisfactory service shall be eligible to apply for tuition reimbursement for accredited courses given at a duly accredited college or university provided such courses:

- a.) are directly job-related, and
- b.) are directed towards attaining a degree, certification and/or licensure relevant to the employee's present training and positions, and
- c.) are approved (as appropriate for reimbursement) in advance by the Executive Director of OYFS and other appropriate County officials.

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

Section 3. An employee whose application for reimbursement has been approved shall be reimbursed up to one hundred (100%) percent of the tuition of the approved course upon his/her presentation of his/her transcript to the Executive Director showing successful completion thereof (a grade of C or higher) and his/her tuition receipt, provided he/she is currently employed by the OYFS at that time. The maximum tuition reimbursement available to any employee in any anniversary year shall not exceed \$4,500 per semester for the term of this Agreement.

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

Section 5. A.) 1.) If an employee has all of his tuition paid or reimbursed from another source, then he/she shall not be eligible for tuition reimbursement from the County.

2.) If an employee has a portion of his/her tuition paid or reimbursed from another source, then he/she shall be eligible for tuition reimbursement from the County only for that portion unpaid or unreimbursed, in accordance with the formula set forth in Section 3 above.

B.) An employee attending classes under this Article will not be paid for any time he/she attends class and does not work.

Section 6. If an eligible employee enrolls in a course which requires said employee to attend classes during his/her regularly scheduled work hours, those facts must be made known to the County in writing and shall be presented along with his/her initial application for tuition reimbursement. If the County then approves tuition reimbursement

for that employee, he/she shall, upon written request to the county, be granted time off in order to attend such classes.

Section 7. Tuition reimbursement for any agency employee is contingent upon the approval of the Executive Director of the agency and such other officials of the County as the County deems appropriate, and shall be based upon the Agency's/County's sole determination of its budgetary limitations and operational needs and/or preferences.

Section 8. If an employee leaves the employment of the County within one (1) year after successful completion of a course(s) and his/her reimbursement by the County, the employee shall in turn fully reimburse the County for all monies if provided to the employee as tuition reimbursement.

ARTICLE 25 - EMERGENCY SERVICE

Section 1. Definitions.

Emergency Services; Any hours worked after 5 pm Monday through Friday and Saturday, Sunday or any Holiday and any hours worked outside of the OYFS regular scheduled hours of operation.

Primary Emergency Services Worker; Those full time employees assigned to the emergency Services Unit and assigned to work either Monday through Thursday 5 pm to 8 am, or Friday 5 pm to Monday 8 am.

Substitute Emergency Services Workers; Any worker not assigned to the above Unit of shifts who either volunteers or is mandated to cover the shifts of the Primary emergency Services Workers.

Section 2. Compensation.

- a.) The primary emergency workers will be paid at their regular Case worker II rate of pay, plus yearly contractual percentage increases, plus \$10,500 a year divided into the twenty six (26) regular pay checks.

Hours will be tracked by using the designated call Daily Log and will be approved by the Supervisor or an Administrator by 9 am the next business day in order to ensure timely processing by the Payroll Department.

- b.) The Substitute Emergency Services Workers will be compensated at twelve dollars (\$12.00) while "waiting to be engaged" as defined in Section 1. One and one half (1 and ½) times their regular rate of pay for all hours worked in excess of seven and one half (7 and ½) hours in a day or thirty seven and one half (37 and ½) in a week will be earned for all time worked taking work related phone calls or referrals, entering work into any database responding to calls in the field, or going into the field for any Emergency Services related reason, including but not limited to client visitation or contact, training court appearances or group meetings.
- c.) The above defined time worked while "waiting to be engaged" shall be compensated with pay only at the agreed upon rate of twelve dollars (\$12.00) per hour.
- d.) Any time worked on overtime as defined above shall be compensated with either pay or compensatory time at the appropriate rate in accordance with Article 15, Compensatory time.
- e.) Any time worked on a Holiday listed in Article 6, shall be compensated at two (2) times the employee's regular rate of pay.

Section 3. On Call Unit.

The primary Emergency Services Workers as defined in Section 1, will be allowed flexibility in working those shifts with administrative approval. Requests for time off shall be as soon as possible but not later than 12:30 pm on the day of the Emergency Services shift, however in cases of unforeseen illness sick leave will be entertained at any time.

Replacements for sick, vacation, personal leave, etc. will be made from the Caseworker's volunteer list, the general caseworker population, or volunteer Supervisors. All persons working after hour calls will be provided with a laptop computer and therefore log notes and court petitions must be completed by 9 am the next work day or the beginning of the next after hours work shift unless the worker is prevented from completing them due to circumstances beyond his or her control. All other paperwork will be due by 11 am. Workers will be assigned by the Supervisor based on need.

- A) Workers under formal discipline for neglect of duty, documentation issues, poor attendance issues, poor performance, or noncompliance with emergency services procedures can be deemed ineligible to work emergency services. Reasons for any employee to be deemed ineligible will be documented by management and subject to the grievance procedure. Once a worker has been deemed ineligible due to formal discipline the worker will remain ineligible for the six month selection period. A worker will be reinstated at the beginning of the following selection period with administrative approval.

Section 4. Voluntary Coverage List.

Voluntary coverage list will consist of all workers wishing to be asked first to fill available shifts. The list will be maintained and utilized in descending order of agency date of hire seniority. This seniority will be utilized for Emergency Services only. Should a primary Emergency Services Worker require leave time, a substitute worker will be selected from the volunteer list first. The Supervisor will contact workers on the volunteer list in descending order of seniority via email during normal working hours and on weekends and holidays. The Supervisor will also post the available shift outside their office as soon as they are aware of the availability of the shift. During on-working hours the Supervisor will contact the volunteer workers by telephone. The Supervisor will keep a log of all calls made to attempt to find volunteers.

Section 5. Coverage Selection.

Coverage selection will occur every six months. Workers may select single days. The number of days selected will be calculated by dividing the number of shifts available by the number of workers available to work the Emergency Services shifts. At the time of

the selection process workers may choose to transfer their days to another worker. There is no limit to the number of days that may be transferred. No worker may work more than seven (7) shifts in a row.

- A) If a worker is unable to work his/her shift due to illness or a family emergency the worker can obtain coverage in the following manner; first they must check with volunteers on the list via email. Second they must send an Agency email to ask for volunteers from the general caseworker list. Third they may ask the Emergency Services Administrator to request a volunteer from the Supervisor list. If coverage is obtained as outlined above the worker has met their obligation to cover the shift.
- B) If the worker cannot obtain coverage in the above manner the supervisor will assign the shift from the general caseworker list in the ascending order beginning with the last worker to fill a non-volunteer shift. The worker who cannot meet their obligation due to illness or emergency will then be assigned the next available shift until the obligation is fulfilled.
- C) Any worker may "pass" their coverage obligation once per year for personal reasons. A worker exercising this option will not be required to find coverage but will be required to fill the next available shift.

Section 6. General Caseworker List.

The general caseworker list will consist of all caseworkers not medically exempt from covering their shift(s). The list will be utilized after the volunteer list has been exhausted for the purpose of finding coverage for an available shift. The list will be maintained in ascending order of seniority and all eligible workers will be required to provide coverage for available shifts unless coverage is obtained as outlined in Section 4, above.

Section 7. Holiday Coverage.

The Employer will attempt to equalize holiday emergency services work among all workers who volunteer for holiday work. The parties shall meet and discuss to determine the procedure for holiday equalization. No worker will be required to cover two holidays in a row.

Section 8. Office Appearances.

Primary Emergency Services Workers may be required to appear at the office during normal business hours for the purposes of supervision, training, court appearances, staff meetings, and any activities related to individual performance issues. These workers will be compensated as outlined in Section 1.

Section 9. Sick Leave and Eligibility for Emergency Services Work.

A substitute worker using Sick leave for a full day off is ineligible to work Emergency Services for the shift beginning at the end of the work day in which he/she used sick time.

Section 10. Training.

During Emergency Services Training, trainees shall be compensated in the same manner as Substitute Emergency Services Workers as outlined in Section 1 of this Article.

Section 11. Additional Concerns.

- A) All workers will be provided the items necessary to perform the functions of Emergency Services. The worker going off call will be responsible to deliver these items to the worker going on call. The worker going off call is responsible for Emergency Services until a proper transfer is affected.
- B) All workers have cell phones to reach the Emergency Services worker.
- C) Only for available/uncovered Saturday and Sunday shifts which are 24 hours, one worker will be assigned to cover the shift. The assigned worker may then split the shift with another worker into twelve (12) hour shifts. The worker is responsible for arranging this split shift, and must inform the Supervisor and all parties who must be made aware of the split coverage of the shift.
- D) Once a worker is forced to work an Emergency Services shift due to no other coverage being available the worker will not be forced again for six (6) months from the date of the shift forces unless every eligible worker has been forced, in which case the supervisor will start the list over with the least senior worker.
- E) A worker cannot be forced for Emergency Services duty when he/she has an approved scheduled day off. In addition if a worker has an approved scheduled day off either Friday or Monday he/she cannot be forced to work any weekend shifts (Friday through Sunday).
- F) Both parties agree to revisit this Article in six (6) months to evaluate its functioning and determine if changes are necessary in the number of team members or with the guidelines to operate the Emergency Services procedure. Any changes to the structure, functioning or full time shift assignments will be in conjunction with and upon agreement of the Union.

ARTICLE 26 - UNION ACTIVITIES ON EMPLOYER'S TIME

Section 1. The union steward who is to represent the grievant shall report to and obtain permission from his/her supervisor to leave his/her job duties for the purpose of processing grievable matters on management-employee relations. He/she shall be compensated at his/her regular rate of pay for time spent performing such duties. In the case of the union steward being unavailable or not granted permission, due to operational needs the employee will have the right to an available alternate union steward.

If the grievable matter concerns more than one employee, all other employees involved shall make their supervisors aware and obtain permission to meet with the union steward.

Union officials shall be allowed to attend Labor/Management meetings and Contract Negotiations and that time will be considered time worked. Two (2) members appointed by Local 524 Executive Board shall be paid to perform their duties as the election committee of Local 524 whenever Local elections are held.

Section 2. The Union will be authorized to send one (1) union representative to employee orientation meetings in order to provide union member information to new employees in the bargaining unit, with the understanding that the representative's attendance at the meeting will not disrupt the operation of a department and may necessitate the participation of another union representative for a particular meeting. The Union representative will be compensated at the regular rate of pay to attend such meetings if the meeting occurs during the employee's working hours, so long as the representative attendance at the meeting will be limited to the employee's presentation.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

Section 1. Every effort possible shall be made to provide the employees with information available pertaining to the County Pension Program.

Section 2. The employer shall take the necessary security precautions to allow for screening of those entering OYFS.

Section 3. The employer shall furnish 2 parking spots for staff members responsible for transporting children to and from the office.

Section 4. The employer will create a payroll deduction slot for AFSCME sponsored supplemental benefits.

Section 5. The County agrees to make reasonable efforts to maintain a healthy and safe work environment for its employees. It is understood and agreed by the parties that the employees of the OYFS may encounter, dangerous and unsafe situations while performing their job duties, and that the County and employees should take all reasonable and necessary precautions to mitigate these dangers. It is understood by the County, employees may take reasonable and necessary precaution to these dangerous situations.

Section 6. The Employer will continue to provide employee assistance benefits provided by Connect Care 3 or an equivalent or better program provided through the healthcare consortium.

Section 7. Drug testing of OYFS clients by employees shall be on a voluntary basis only. Employees will be paid nine dollars (\$9.00) per occurrence.

ARTICLE 28 – Discrimination and Employee Treatment

Section 1. Both the Employer and the Union agree not to discriminate against employees on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, AIDS or HIV status, or sexual orientation.

Section 2. "All employees and members of management shall treat each other in a respectful manner. Incidents which are at variance with this principle may be appealed through the grievance procedure."

ARTICLE 29 – SEPARABILITY

Section 1. Should any part of the Agreement or any portion thereof, as herein contained, be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation for such parts or portion shall not invalidate the remaining parts or portion thereof. In the event of such occurrence, the parties agree to meet immediately and if possible, to negotiate substitute provisions for such parts or portion rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate substitute provisions, as hereinbefore provided, the matter will be referred to arbitration pursuant to the time of this Agreement.

ARTICLE 30- MALPRACTICE INSURANCE/LIABILITY INSURANCE

The Employer shall provide liability insurance coverage for employees covered by this Agreement.

ARTICLE 31 – DIRECT DEPOSIT

All Employees shall receive their payroll checks through direct deposit.

ARTICLE 32 – DRESS CODE

It is the policy of the County that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. Employees are expected at all time to present a professional, business-like image. Radical departures from conventional business dress or personal grooming and hygiene standards are not permitted.

Dress down days for a cause is becoming popular way for nonprofits to raise money for a specific cause. Any department wishing to do one must get permission from the chief of Staff. If the Chief of Staff authorized a county-wide "Dress down Day", it is the responsibility of the Director to make sure that the employees do not compromise the integrity of the department of the County by wearing clothing that may be deemed inappropriate for the work place. If an employee is deemed to be dressed inappropriately, the Director should bring the employee behind closed doors with a witness present and allow the bargaining unit member to have a witness as well, to change their attire to more appropriate work attire. Such inappropriate attire includes but is not limited to the following:

- Sexually, racially, religiously, or ethnically offensive sentiments
- Sentiments advocating violence or subversion
- Content of a sexual nature
- Hats, tank tops, short, flip flops, not related to a specific function

Any employee not meeting the standards of this policy or the departmental operating procedures may be subject to disciplinary action, which may include requiring the employee to leave the premises. Employees will be required to use available personal leave or leave without pay for time missed because of a failure to comply with this policy. All dress policies and personal appearance standards are determined by the Director and should be handled accordingly. Employees may wear jeans and alternate footwear such as sneakers or boots to work on any day that any school district in Lackawanna County closes or delays that start of school and on dress down Fridays, unless the worker is scheduled to appear in court.

ARTICLE 33 – DRUG & ALCOHOL POLICY

Lackawanna County and the Union recognize that addiction is a disease. The primary goal of this article of the collective bargaining agreement is to get employees the proper help they need to fight this disease. However, the County and the Union both agree that the use of drugs and or alcohol during working hours or breaks is not acceptable and must be disciplined.

Lackawanna County wishes to provide a drug and alcohol free work place, with the exception of those medications required by a physician. While Lackawanna County has no intention of intruding into the personal lives of its employees, it recognized that drug or alcohol abuse can and does have an adverse impact on employees, co-workers and Lackawanna County itself. For these reasons, Lackawanna County strictly prohibits the possession, transfer, sale, distribution, use or abuse of alcohol or drugs, legal or illegal, by any employee while on County premise or on the clock working for the County, including parking lots, during work hours, break, or immediately prior to reporting to work.

To promote these goals, all employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. No employee may use, possess, distribute, manufacture, sell or be under the influence of alcohol or illegal drugs while on duty. All employees will be subject to drug, alcohol and other testing upon reasonable suspicion or any behavior which Lackawanna County, in its sole discretion, believes is unusual and possibly resulting from the influence of any drug or alcohol. Upon reasonable suspicion where there is sufficient reason to believe that the actions, appearance, or conduct of an employee are indicative of the possible use of alcohol, drugs, controlled substance or the abuse of a legally prescribed drug in violation of this policy the employee maybe required to submit immediately to a test to determine whether or not this policy has been violated. Additionally, the upon reasonable suspicion the County may require an employee to be tested for the presence of alcohol, drugs, controlled substances or the abuse of a legally prescribed drug following any on the job injury requiring medical attention, whether to an employee or to any individual if cause by an employee, or when there is significant damage to personal property. If an employee is required to be drug tested, the County will transport the individual to the testing facility and will compensate the employee for all time spent at the testing facility. Additionally all newly hired employees of the OYFS will be subject to mandatory drug test prior to starting employment with Lackawanna County.

If an employee tests positive, he/she will be disciplined according to the terms of OYFS Progressive Discipline Policy.

If an employee tests positive for drugs or alcohol the employee will be disciplined for the conduct and the employee will be offered the opportunity to enter into a rehabilitation program if necessary, at his/her cost. The employee may apply for FMLA leave to attend the rehabilitation program. If the employee has a relapse and informs the county and there is no on duty misconduct, i.e. us of drugs/alcohol while on duty, the

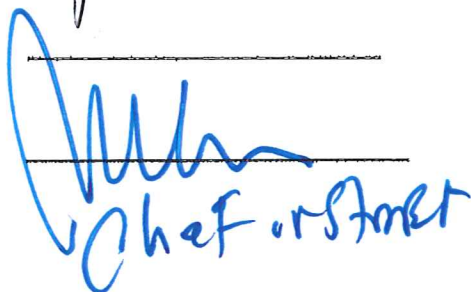
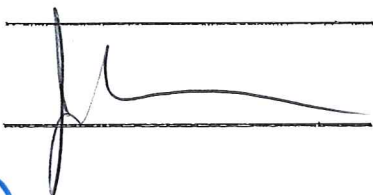
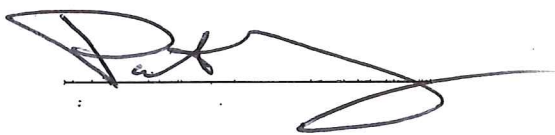
County agrees to allow the employee to apply for FMLA leave to attend a rehabilitation program. The County agrees to continue to work with employees suffering from addiction problems. Once the addiction impacts the employees work performance and the level of service provided to OYFS consumers, the County may move to terminate the employee for a first offense when dealing with a major or severe incident or repeated conduct.

ARTICLE 34 - TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2017, and it shall continue in full force and effect up to and including December 31, 2021. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

Lackawanna County
Board of Commissioners

AFSCME, AFL-CIO
DISTRICT COUNCIL 87



Chief of Staff

