



# County of Lackawanna

Lackawanna County  
Administration Building  
200 Adams Avenue  
Scranton, Pennsylvania  
18503

## Certified Copy

Resolution: 15-0047

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**File Number: 15-0047**

Entering into a Collective Bargaining Agreement

**BE IT RESOLVED**, that the Board of Commissioners of Lackawanna County does hereby ratify the Interest Arbitration Award, dated February 5, 2015 and 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 (Prison Unit); contract term effective retro January 1, 2013 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

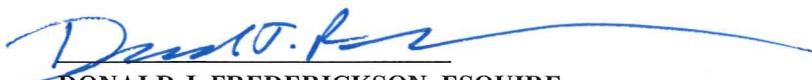
  
PATRICK M. O'MALLEY

ATTEST:



STEVEN M. BARCOSKI  
INTERIM CHIEF OF STAFF

Approved as to form and legality:

  
DONALD J. FREDERICKSON, ESQUIRE  
COUNTY SOLICITOR

*Under the Administration of the*  
**PENNSYLVANIA LABOR RELATIONS BOARD**

*In the Matter of Arbitration Between:*

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
DISTRICT COUNCIL 87**

**PERA-A-12-186-E  
(Act 195 Interest Arbitration)**

**and**

**LACKAWANNA COUNTY PRISON**

**Arbitration Panel**

Alaine S. Williams, Esq.  
*WILLIG, WILLIAMS & DAVIDSON*  
Union-Appointed Arbitrator

Richard M. Goldberg, Esq.  
*HOURIGAN KLUGER*  
County-Appointed Arbitrator

Walt De Treux, Esq.  
Neutral Arbitrator and Panel Chair

**Presenters**

*FOR THE UNION:*

John Bielski, Esq., *WILLIG, WILLIAMS*

*FOR THE COUNTY:*

Robert McMillan, Warden

## FOREWARD

The undersigned arbitrators were duly appointed as the Board of Arbitration ("Board" or "Panel") pursuant to the provisions of the Act of June 23, 1970, P.L. 563, No. 195, as amended, 43 P.S. §1101.101 *et seq.* (Act 195) and the procedures of the Pennsylvania Labor Relations Board. The Panel acknowledges that the parties agreed to waive any time limits under Act 195. Hearings in this matter were conducted on March 13, 2014 and May 7 and 27, 2014 at the AFSCME offices in Dunmore, Pennsylvania, during which time both parties had a full and fair opportunity to present documentary and other evidence, examine and cross-examine witnesses, and offer argument in support of their respective positions.

The Panel was faced with the task of balancing the financial concerns of the County with the desire to fairly compensate employees who work an exceedingly difficult job in a challenging environment. While the effects of the Great Recession have decreased over the last couple years, the County has limited resources. But the bargaining unit remains at wage levels that do not adequately reflect the work performed, particularly given the increase in the number of inmates housed at the prison.

The Panel has adjusted wages in a manner consistent with the evidence presented at hearing and consistent with prior and recent interest arbitration awards for other County bargaining units. In addition, a majority of the Panel has granted an equity adjustment in the third and fourth years of the Agreement in its attempt to bring wages to a level more reflective of the work performed by the bargaining unit and the conditions under which the work is performed. Other

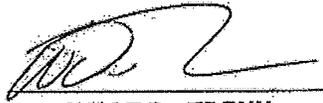
adjustments include increases in the uniform/clothing allowance that had not been significantly increased in recent contracts and the addition of longevity increases for community corrections officers, juvenile detention officers, and counselors who were not previously compensated for length of service as are corrections officers and employees in other County bargaining units. At the same time, the Panel found it necessary to require employees to increase their contribution to health insurance in an effort to reduce the County's share of ever-increasing health insurance costs.

In addition, the County had proposed disciplinary language related to the abuse of AWOL days. The Panel declined to address the proposal in this Award as a majority of the Panel believes such conduct can be addressed through existing disciplinary provisions.

With a focus on these goals and following Executive Sessions of the Arbitration Panel, a majority of the Panel adopted an Award, which is attached hereto as Exhibit A. Changes to the contract are reflected by the shaded sections, with one exception that applies to the revised wage scale for correction officers and maintenance employees that appears at Article 20.

All remaining terms and conditions of employment not expressly modified by this Award or previously agreed to by the parties in negotiations shall remain "as is" through December 31, 2017. All proposals of the parties not included in the Award are denied.

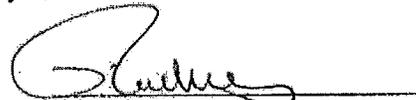
It is understood that the signature of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration Panel.



WALT De TREUX  
Neutral Arbitrator and Panel Chair  
Dated: February 5, 2015



ALAIN S. WILLIAMS, ESQ.  
Union-appointed Arbitrator



RICHARD M. GOLDBERG, ESQ.,  
County-Appointed Arbitrator

COLLECTIVE BARGAINING AGREEMENT

BY & BETWEEN

THE COUNTY OF LACKAWANNA

AND

THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES

DISTRICT COUNCIL 87, AFL CIO

(PRISON UNIT)

January 1, 2013 December 31, 2017

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## RECOGNITION

SECTION 1. The County of Lackawanna, hereinafter referred to as the County pursuant to Section 606 of the Public Employe Relations Act, No. 195, hereby recognizes the American Federation of State, County, and Municipal Employees, AFL CIO, hereinafter referred to as Union, as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all regular full time and one regular part time employee employed by the County at the Lackawanna County Prison, ~~all full-time and the two (2) part-time employees in Community Corrections~~, and all full-time and regular part-time Juvenile Detention Officers employed by the County.

Unless otherwise expressed in the written provisions of this Agreement, the one regular part time employee is not entitled to any benefits under the terms of this Agreement.

SECTION 2. The bargaining unit shall include all full time and regular part time ~~Juvenile Detention Officers~~, correctional officers, sergeants, maintenance employees, ~~books~~, clerks, recreation officers, ~~Correctional Counselors~~, ~~Pastoral Counselors~~, and the one regular part time employee, ~~and all full-time and regular part-time employees in Community Corrections~~, and excludes the Warden, Deputy Warden, ~~Captains~~, Lieutenants, and any other management level employees, supervisors, first level supervisors and confidential secretaries, clerks or other confidential employees as defined in the Act employed at the County Prison ~~Community Corrections~~ and the County Juvenile Detention Center.

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

SECTION 4. For the term of this agreement it is agreed there shall be no reduction in the number of full time employees currently working at the Lackawanna County. This provision shall not supersede the provisions of Article 10 of this Agreement.

## ARTICLE 1 - MANAGEMENT RIGHTS

SECTION 1. Except as expressly limited by written provisions of this Agreement, and reserving onto the County any and all management rights, function, powers, and privileges which it had prior to entering into any collective bargaining agreement with the Union. These shall include but not be limited to the right to determine admission, purposes, objectives and policies of the County, and to implement same; to

establish, amend or modify its budget; to establish, change, combine or abolish job classifications or the job content of any job classification; to reprimand, suspend, discharge for cause or otherwise relieve employees from duty for lack of work or other reasons; to hire, promote, retire, demote, transfer, layoff and recall employees to work; to determine and change the starting and quitting time and the number of hours and shifts to be worked; to expand, reduce, alter, combine or cease any job operation or services; to control and regulate the use of machinery, equipment and other property of the County; to introduce new or improved research, development and services; to determine and from time to time redetermine the methods, processes, and material to be employed by the County; to determine and change the number and types of employees required and to assign work to such employees in accordance with the operational needs of the County to direct the work force and establish terms and conditions of employment; to maintain efficiency of operations; to make rules and regulations governing the operation of the Prison, Community Corrections, and/or Juvenile Detention Center and the work and conduct of all employees, and to revise same from time to time.

Further, all inherent managerial rights, management functions and prerogatives which the County has not expressly modified or restricted by a specific provision of this Agreement are retained and invested exclusively in the County.

Section 2. The County shall have the right to hire up to five (5) qualified retired individuals to work in the place of correction officers who are absent from work for a period of thirty (30) consecutive days or more as a result of a work-related injury, personal illness or because of an approved leave of absence. The County will attempt to fill these positions with retirees from the Lackawanna County Prison. If it is unable to do so, it may hire other qualified retirees who were previously employed by Lackawanna County. If a list of five (5) qualified retirees cannot be achieved, the panel may reconvene at the call of the chair, but only to address the pool of applicants.

## ARTICLE 2 - STRIKE PLEDGES

SECTION 1. For the duration of this Agreement, or any extension thereof, none of the employees collectively or individually nor the Union, its officers, representatives or members, shall directly or indirectly cause, engage in, authorize, instigate, aid, encourage, ratify or condone any strike or sympathy strike. A strike is defined as a concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligation of employment, failure or refusal on the part of any employee to comply with any provision of the Article shall be cause for discipline and/or discharge, and only the question of fact as to whether an employee committed, performed or was responsible for any of the acts prohibited by this section, above, shall be subject to review through the grievance and arbitration

procedure of this Agreement, and the jurisdiction of any arbitrator shall be so limited to that question of fact. In the event such prohibited acts occur, the Union shall promptly disavow such acts and shall actively encourage employees to return to their full duties.

SECTION 2. In consideration of the no strike pledge the County shall not lock out employees, as defined in Article 1, Section 2, for the duration of this Agreement or any extension.

SECTION 3. Upon termination of the Agreement the County and the Union shall abide by the provisions of Act 195 pertaining to the right of prison guard employees and Juvenile Detention Officers to strike.

### ARTICLE 3 - NON DISCRIMINATION

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

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

### ARTICLE 4 - CHECK OFF

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 5, 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 quarterly 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 member or non member.

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 5 - UNION SECURITY

SECTION 1. 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 County Personnel 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 2. 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 15 of 1993 (S.B. 399)** and any amendments thereto.

SECTION 3. The Employer shall allow the union to furnish during initial training 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 4. 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 6 - UNION BUSINESS

SECTION 1. Any employee designated by the Union as a Steward shall be granted reasonable time off to process and adjudicate any grievance that may arise under the terms and conditions set forth in this Agreement, with the provision that he must first obtain the permission of his supervisor before leaving to handle the grievance. Failure or refusal on the part of any such employee to comply with any provision in the Article shall be the cause for disciplinary action.

SECTION 2. The Union representative shall be President, Chair Officers and Stewards on each shift. The Union shall furnish the County with a written list of stewards, indicating the shift to which each is assigned and, further, shall promptly notify the County in writing of any changes there in.

SECTION 3. The County shall furnish the Union with a written list of supervisors and shall notify the Union in writing of any changes therein.

SECTION 4. Except as specifically set forth above, employees shall not engage in or conduct Union business or activities during their working hours, nor shall they engage in such while at work or on the employer's premises, even if they are not actually working at that time. The conduct of Union business during working hours shall not interfere with the operation of the prison.

#### ARTICLE 7 - UNION VISITATION - BULLETIN BOARD

SECTION 1. The accredited representatives of the Union shall be permitted to enter the County Juvenile Detention Center, Community Corrections, and Prison during working hours, with the provision that no such time shall such visitation rights interfere with the work requirements of any employee or the operational requirements of the Juvenile Detention Center/Community Corrections/Prison or the County.

IA. Accredited Representative shall include Staff Representatives, President or other person officially designated by Council 87.

SECTION 2. The Union may post notices, pamphlets and bulletins on the County Bulletin Boards in areas mutually agreed upon, provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene, or defamatory of the County or its representatives or to any individual, or constitute election campaign material. Upon request from an appropriate County official or his designee, the Union will immediately remove any

notice or other writing that the County believes violates this Section. if the Union fails to remove material promptly upon request, or if time is of the essence, the County reserves the right to remove any material which it deems is improper for posting. Upon such removal, the Warden, ~~the Director of Community Corrections,~~ and/or Director of the Juvenile Detention Center or their designee shall meet with the Union representative within forty eight (48) hours of the removal, upon the Union's request, to discuss the matter.

## ARTICLE 8 - SENIORITY ~~AND~~ PROBATIONARY PERIODS

SECTION 1. ~~Seniority shall be bargaining unit wide by classification and is defined as the length of an employee's continuous service with the County. Length of continuous service shall be computed from the date of hiring subject, however, to the following provisions~~ Seniority for purposes of retirement, furlough, leave entitlements such as vacation, sick leave, and personal leave shall be defined as the length of an employee's continuous service with the County. Seniority for purposes of bidding on posts, bidding on shifts, and bidding on days off shall be defined as the length of an employee's continuous service in the bargaining unit by job classification. Seniority for purposes of promotions shall be the length of an employee's continuous service as a Corrections Officer in the bargaining unit. Length of continuous service shall be computed from the initial date of hiring by the County or the date of hiring in the bargaining unit in the job classification, however, subject to the following provisions:

1. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:

(A) Voluntary termination of his/her employment;

(B) Discharge for cause;

(C) When recalled after a layoff, upon his failure to return within a period of forty eight (48) hours after employee has received notification to so return: provided, however, if the employee notifies the County within the said forty eight (48) hours that he is not immediately available for work, but wishes to remain on the seniority list, he shall be retained on such list for a period of thirty (30) days subject to an extension provided valid reason is given to the County;

(D) Layoff for more than twelve (12) consecutive months;

(E) Failure to return to work on the first day, ~~absent extenuating circumstances, (for example a serious health condition or death in the family)~~ after the expiration of a leave of absence, unless an extension of such leave has been granted by the County.

(F) The one regular part time employee shall earn seniority on a prorated basis. Seniority shall not accumulate during periods of layoff or unpaid leaves of

absence;

(G) Obtaining new employment during any leave of absence from employment with Employer except as provided in Article 13 - General Leave;

(H) Accepting a non-bargaining unit position with the Employer;

(I) Failure to report to work for two consecutive working days, unless extenuating circumstances, without advising the affected employees supervisor or other official designated by the employer.

SECTION 2. When an employee, whose continuous services has been broken by any of the above causes is again hired, he shall begin as a new employee of the County, except an employee who accepts a non-bargaining unit position with the Employer but returns to his or her previous position in the bargaining unit within thirty (30) days after acceptance shall not lose bargaining unit seniority.

SECTION 3. The employer shall provide the Union a roster of all bargaining unit employees, which specifies each employee's date of hire and the employee's seniority date within a job classification. Said seniority roster will be updated each January 1st and July 1st. Ties in seniority will be broken by lot as agreed to by the parties.

SECTION 4. Absentee due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service.

SECTION 5. The Employer shall have the right to hire employees from any source whatsoever. New employees shall serve an initial probationary period of ~~three hundred sixty five days~~ ~~one hundred and eighty (180) days~~ following employment, and during such probationary period the employee shall not have seniority rights and may be disciplined terminated or laid off at any time at the sole discretion of the employer and such discipline, termination or lay off may not be processed as a grievance or a complaint through the grievance and arbitration article however it shall be subject to resolution through meet and discuss.

SECTION 6. Upon satisfactory completion of the probationary period the employee shall acquire seniority status retroactive to the employee's date of employment with the Prison/Juvenile Detention Center/~~Community Corrections~~. The name, classification and wage rate of all new employees shall be furnished to the Union after the completion of the probationary period.

SECTION 7. An employee may exercise his seniority within the bargaining unit for the purpose of changing shifts, ~~days off~~, or work weeks solely when an opening occurs within his classification or another shift or work week so long as he has the ability to perform the work involved and the County's operational needs, ~~including consideration of gender of inmates and juvenile offenders and officers~~, permit such a change.

## ARTICLE 9 - ASSIGNMENT OF WORK TEMPORARY TRANSFERS

SECTION 1. All employees shall be required to perform any and all temporary assigned duties, regardless of their usual customary duties, ~~or~~ job assignments, ~~or~~ ~~bid posts~~. A temporary transfer shall not normally exceed thirty (30) consecutive days actually worked except, (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence; or (2) to provide vacation relief scheduling; or (3) to fill an opening temporarily pending permanent filling of such opening; or (4) to meet an emergency situation. When an employee is temporarily transferred to another job classification:

a. If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate.

b. If the rate of pay for such other classification is higher than his regular rate, he shall receive the rate of the job.

When filling a temporary assignment, the County will first ask for volunteers through the Prison e-mail system, and the bargaining unit employees shall respond via the Prison e-mail system within seventy two (72) hours. Of the employees who respond, the Prison shall select the employee that has the most seniority within the job classification who is capable of fully performing the job. In the event that no employee responds to the e-mail, the Prison shall select the least senior employee who is capable of fully performing the job. In the event of an emergency, the Prison may fill the position for up to ten (10) days or until such time as the selection process described above is completed, whichever is shorter.

SECTION 2. The normal work week for regular full time employees shall consist of five (5) consecutive days with two (2) consecutive days off within any seven (7) day period. A work day for a regular full time employee is to consist of eight (8) consecutive hours including one half hour meal period. A normal work day shall begin at the starting time of the employee's shift and continue for twenty four (24) hours.

The shifts for the Prison, other than Counselors, are as follows: 7:00 am – 3:00 pm, 3:00 pm–11 pm, 11:00 pm – 7:00 am and 11:00 am– 7:00 pm. In ~~case of an~~ emergency, or change in the court's operating schedule, the County shall be permitted to modify a shift. ~~for a limited period of time~~. A normal work week is to consist of forty (40) hours for all bargaining unit employees including Counselors who, after the date that this Award is issued as signified below, will work eight hours each day and have their salary adjusted to reflect an increase in hours. The shift for all Counselors hired before the date that this Award is issued will be 8 am until 4 pm including a one half hour meal period. The County may assign Counselors hired after the date that this Award is issued to a 10 am to 6 pm shift, and/or it may annually request volunteers for this shift from all Counselors. The annual procedure for selecting volunteers among all Counselors shall be the one employed for filling temporary vacancies as outlined in Section 1 above. However, the County is not permitted to place a Counselor into the 10 am to 6 pm shift unless that Counselor was hired after the date of issuance of this Award or the Counselor volunteered.

SECTION 3. There will be no split shifts.

SECTION 4. No later than ~~the first day October 31~~ of each contract year, employees shall be allowed to bid for shift assignment and then for two (2) consecutive days off in accordance with their seniority as defined in Article 8. The shift and days so bid ~~will be effective~~ effective by the first full pay period in January and shall be permanent for the duration of the calendar year, unless a vacancy occurs. ~~except that if it is necessary for the County~~ When it is necessary for the County to transfer an employee to fill a different shift, if the Prison shall ~~transfer the least senior qualified employee in the classification which must be filled; if there is no employee in that classification, the employer shall select the least senior qualified employee who is capable of fully and immediately performing the job~~ fill the position using the method outlined in Article 9, Section 1 above except the time for responding to email notification will be expanded from ~~seventy two (72) hours to one hundred and twenty (120) hours.~~

Upon providing reasonable notice to the Warden, ~~Director of Community Corrections,~~ and/or Director of Juvenile Detention Center, the Warden, ~~Director of Community Corrections,~~ and/or Director of Juvenile Detention Center may permit employees to exchange days off with the understanding that the overtime provision will not be applicable in this instance.

#### ARTICLE 10 - LAYOFFS

SECTION 1. When the County determines to layoff employees in a particular job classification, temporary and/or probationary employees in that job classification shall be laid off first and they shall ~~have no recall rights~~ be recalled in seniority order ~~when a vacancy occurs.~~

SECTION 2. If additional employees are to be laid off in that job classification, the employee with the least job classification seniority shall be laid off first unless that employee has skill, ability, experience or training which the County deems necessary to retain, in which case the second least senior employee in that job classification shall be laid off and so on.

SECTION 3. A. Before the employee(s) scheduled to be laid off under Section 2 above is actually laid off, he shall bump the employee in the bargaining unit with the least bargaining unit seniority who is in any job that such employee is qualified to fill and can ~~fully and immediately~~ perform provided he has greater bargaining unit seniority. If he is not qualified to bump an employee under this section, he shall be actually laid off.

B. The employee scheduled to be laid off under A. above shall then bump in the same manner as in A. above. Under completion of his bump, if any, the bumping procedure shall be completed, and no further bumps shall be allowed (i.e., a two (2)

bump maximum procedure with no further bumping, or chain bumping, thereafter. No employee who has been designated for layoff shall be deprived of the right to exercise his/her seniority to bump in order to avoid layoff, subject, however, to the qualifying provisions of this Subsection and Subsection A, above.

SECTION 4. In determining qualifications for bumping, the following rules shall apply:

1. There shall be no upward bumping. No employee shall be deemed qualified to bump into a higher skilled job, and no employee shall receive an increase in his rate of pay as a result of a bump.

SECTION 5. If an employee bumps in order to avoid a layoff, he shall receive the rate and shift of the employee he bumps, except that no employee shall receive an increase in his rate of pay as a result of the bump.

SECTION 6. An employee scheduled to bump under Section 2 above must notify the employer within no more than two (2) work days after he has been first notified of the job into which he has bumped, if any, whether he is accepting that job, or his right to accept the job shall be irrevocably waived, and he shall be actually laid off.

SECTION 7. If the County determines that an employee who has bumped into a job under this Article is not qualified for and/or cannot fully and immediately perform all of the duties of the job into which he has bumped within a period not to exceed three (3) days actually worked, then the employee shall be laid off with no further bumping rights, and the employee who has been bumped shall be recalled.

SECTION 8. When there is a permanent vacancy in a job classification that the County determines to fill, employees on layoff from that job classification shall be recalled in reverse order of layoffs.

If there are no such employees on layoff, then the County may recall other laid off employees to such vacancies, provided that the recalled employee is qualified and can fully and immediately perform all of the duties of the job to which he has been recalled. If the experience, skill, training and ability of such laid off employees are, in the County's sole opinion, equal, then the County will recall first the employee with the greatest amount of bargaining unit seniority.

SECTION 9. An employee recalled from layoff will be given no more than three (3) calendar days to report to work. The three (3) days shall run from the date on which he has received notification by either registered mail or telegram from the County to report to work.

SECTION 10. For purposes of this Article bargaining unit seniority is defined as the employee's length of last continuous service with the County Prison and/or Juvenile Detention Center. Job Classification seniority is defined as the employee's length of last continuous services in a specific job classification. An employee can have only one classification seniority. For the purpose of this Article the County Prison Unit will be one seniority unit and the Juvenile Detention Center will be a separate seniority unit.

SECTION 11. If an employee is laid off, he may, upon request, receive payment for earned, but unused vacation as quickly as possible but not later than thirty (30) days after layoff or thirty (30) days from the date of his request, whichever is later. Only vacation earned, but unused, will be paid on a pro rated basis.

#### ARTICLE 11 - SICK LEAVE

SECTION 1. After a regular full time employee ~~hired before the date that this Award is issued~~ has completed his/her probationary period, the employee will be credited back to his/her original date of hire with 1 2/3 days of sick leave for each month of service to a total of twenty (20) days earned in a calendar year, in accordance with the eligibility formula to earn same set forth below:

In order to earn his/her full monthly portion of sick leave benefits (i.e., 1 2/3 days) in any calendar month, a regular full time employee must work or otherwise be on compensable status for at least seventeen (17) full work days in that month. A regular full time employee who works or is otherwise on compensable status for at least ten (10) but less than seventeen (17) full work days in any month shall earn 5/6 days sick leave entitlement during that month.

The current practice of allowing employees to receive their sick days for the coming year on December 1 shall remain in effect during the life of this contract.

~~Any bargaining unit employee hired after the date that this Award is issued as signified below shall be entitled to sixteen (16) days of sick leave per year. Accrual of these sick days shall be done as discussed in the paragraphs above in this Section. However, these employees shall earn 1 ¼ days of sick leave for each month of service to a total of sixteen (16) days earned in a calendar year.~~

~~As provided for above, effective January 1, 2015, probationary employees will be eligible to earn sick leave during their probationary period which will be credited to them upon completion of their probationary period. A probationary employee will be eligible to take up to 3 days of sick leave during their probationary period provided the employee has earned the sick leave, and that sick leave may not be taken during the six (6) week internal training program or the six (6) four (4) week external training program.~~

SECTION 2. Sick leave can be used, and pay therefore shall be granted, when an employee is required to be absent from scheduled work because of:

- a. illness of the employee;
- b. serious illness of a member of the employee's immediate family or household requiring his personal care and attention;

c. contact with or exposure to a contagious disease rendering the employee's presence hazardous to fellow employees;

d. for necessary medical or dental attention that cannot be scheduled during non working hours.

Each employee may use up to four (4) days of sick leave each year for stress leave.

After one year of service any employee can anticipate their sick leave, for the year. In the event an employee uses anticipated sick leave and subsequently leaves the County's employment prior to actually earning sick leave, the employee shall reimburse the County, either by having such amount deducted from his/her final paycheck or by direct payment to the County.

SECTION 3. To be eligible for benefits an employee who is absent due to claimed illness or injury or injury must notify the Shift Commander/Director or his/her designee ~~at least two (2) hours~~ before the start of his/her regular scheduled work day on each such day of absence. **Employees scheduled to work the 7:00 a.m. to 3:00 p.m. shift must notify the shift commander/director one hour prior to the shift; employees scheduled to work the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shift must notify the shift commander/director two hours prior to the shift.** ~~except that an An~~ employee confined to hospital or by doctor's order who is going to be on a fixed, extended sick leave, can, on the first day of call in, inform the Shift Commander/Director or his/her designee as to what date he expects to return. If the date that the employee is fully certified by doctor's order to return and resume full normal duties is either earlier or later than that date, he shall be required to notify the Shift Commander/Director or his/her designee at least five (5) days before he is expected to return or before he is ready to return, whichever is earlier.

SECTION 4. When the employer believes or determines that it has reason to believe that a pattern of sick leave usage is being manifested by an employee, including but by no means limited to an employee's missing an excessive amount of scheduled work for which he has claimed sick leave, use of sick leave in conjunction with other scheduled time off, (i.e., holiday, vacation, days off) or repeated use of sick leave on the same day(s) of the week, it will first issue a warning to the employee that it believes such pattern type usage is occurring; thereafter the employer shall impose the discipline it deems appropriate for any further pattern type sick leave usage/abuse, and such discipline shall be upheld, including by an arbitrator, unless the employee can prove that his/her usage was necessary, proper and non abusive.

The employer may, when it believes that an employee is or may be abusing sick leave or misrepresenting illness, require proof of illness such as a 'doctor's certificate, and/or may require the employee to submit to an examination by one of the physicians or health care institutions on a list mutually agreed to between the County and the Union within thirty (30) days from the effective date of this Agreement whose decision shall be final. When the employer requires the employee to submit to an examination by such a physician or health care institution the physician's or health care institution's fee will be paid by the employer.

SECTION 5. Any misrepresentation concerning illness or use of sick leave shall be cause for discipline by the employer up to and including discharge.

SECTION 6. Whenever another employee transfers from a position in the bargaining unit to another, he shall be credited in the new position with all remaining sick leave to which he was entitled before the transfer occurred.

SECTION 7. The County will, upon request, consider special extensions of sick leave for employees who have used all the sick leave to which they have become entitled. Such extensions of sick leave will be considered only in the case of employee's, or employee's family's, extended illness or injury.

SECTION 8. The employer shall maintain appropriate records of sick leave usage.

SECTION 9. Any individual who misuses his sick leave entitlements shall be subject to disciplinary action in accordance with the provisions of this Agreement.

SECTION 10. 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 (100) days. Employees must have a minimum of five (5) banked sick days at the end of the current year in order to be eligible for the buy-back provision. Probationary employees are ineligible for the buy-back provision.

An employee must use his/her current calendar year entitlement, and exhaust same, before utilizing any accumulated sick days.

Upon separation from County government, any full time unit employee will be eligible for the buy back of unused sick time earned up to date of separation only for that given calendar year. Any employee discharged under the just cause provision of this agreement will not be eligible for the buy back of sick leave earned but unused in said calendar year.

All conditions relative to sick leave computation and eligibility as outlined in previous sections of this article will apply to the aforementioned buy back provision.

SECTION 11. Each employee shall receive an annual report of sick leave and annual leave to be provided within sixty (60) days after the start of each calendar year.

SECTION 12. Upon retirement any employee covered under this agreement shall be eligible to buy back sick leave up to a maximum of 100 days.

## ARTICLE 12 - PERSONAL LEAVES OF ABSENCE

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

Section 2. Leaves of absence without pay may be granted to employees for such purposes and for such periods of time as may be authorized by the Warden as follows:

A. The County will not permanently fill the position of an employee on leave for up to ninety (90) days from his/her first day on such leave. If an employee's leave is for more than ninety (90) days either initially or by extension of his original leave, then the County may, at its sole discretion, temporarily or permanently fill that position as it determines, except that an employee on leave for verified health reasons for up to six (6) months shall have a right to return to employment in the first available position in which there is a permanent vacancy, in accordance with the provision of B. below, provided he/she has the skill and ability to immediately and fully perform all of the duties of that job.

B. If the County receives written notice from an employee on leave under A. above within five (5) months from the first date of his/her leave, wherein he/she requests to come back to work before the next thirty (30) days (i.e., before the end of his/her six (6) month leave) and provides medical certification that he/she is able to resume the full duties of his/her job, but if there is no vacancy, he/she shall not lose his seniority and seniority rights unless he/she is not re-employed by the County (Prison) within a total of two (2) years from the first day of his/her leave. No employee whose leave of absence was caused by a work-related disabling injury or work-related illness shall lose his/her seniority and the corresponding right to return to employment under this provision. Where no vacancy exists when such employee is able to resume the full duties of his/her job, such employee may, in order to return to work, exercise his/her seniority to displace another member of the bargaining unit who has less seniority, provided that the employee returning from leave of absence has the full and immediate capability to perform the job duties of the employee who he/she will displace. If there are no employees with less seniority who the employee returning from leave of absence may displace, such employee shall be provided with an opportunity to return to work on the occurrence of the first vacancy in any job which such employee is fully and immediately above to perform.

C. An employee replaced under A, above shall be deemed to have voluntarily terminated his/her employment.

D. An employee who is re-employed by the County after not returning from leave within the time period provided in A., B. or C. above, whichever is applicable, shall be deemed a new employee and his/her seniority shall date from the first date of re-hire.

While an employee is on leave of less than thirty (30) days, his/her duties will be

assigned at the sole discretion and direction of County, including the hiring of temporary substitutes.

Section 3. Any employee who is absent from work without prior authorization shall be considered absent without leave and shall receive no compensation for the period of absence.

Section 4. The County shall maintain appropriate records of leave entitlement and usage, and employees shall be entitled to examine such records.

Section 5. The Union shall receive written notice within fifteen (15) days of all personal leaves granted over thirty (30) days and the reason(s) for granting the same.

### ARTICLE 13 - GENERAL LEAVE

Section 1. Any employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and ~~now may~~ be extended for like periods up to the following limits: twenty four (24) months in the case of on-the-job illness or injury, ~~and~~ nine (9) months in the ~~case~~ ~~case~~ of off-the-job illness or injury, and three (3) months for other discretionary leaves of absences, provided, however, that any such leaves may be extended beyond these limits by mutual agreement. For purposes of the foregoing leave limits, an employee's cumulative time on leave of absence shall continue to accumulate notwithstanding, and not be deemed broken by brief returns to work, unless the employee returns to work full duty for three (3) months or more. These time limits shall include any portion or entirety of such leave of absence during which the employee receives compensation through the use of benefit time or otherwise. The initial period of leave of absence shall commence with the first date of absence even when the leave is requested after the first date of absence in accordance with the requirement below to request a leave when an absence will exceed two (2) -weeks. During the period of absence, the employee shall not engage in gainful employment accordance with the following: if the employee is on leave due to physical/mental inability to fully perform his regular duties with the Employer, such employee shall be permitted to engage in part-time or full-time employment elsewhere so long as such work is consistent with the employee's then current medical restrictions and the employee remains unable to fully perform the duties of his position with the Employer, if the employee is on a leave for any other reason, such employee shall not engage in gainful employment in the corrections or law enforcement fields. Before taking a leave of absence, an employee shall inform the employer of any gainful employment in which the employee will be involved while on a leave, and during the period of leave of absence, the employee shall inform the employer of any new or additional gainful employment undertaken by the employee or change in employment of which the employee previously informed the employer. Failure to comply with these provisions shall result in a complete loss of seniority rights for that period for the employee involved. Inability to work because of proven sickness or injury shall not result in loss of seniority rights, except as outlined above. Anytime time an employee will be absent for more than two weeks, a

leave of absence must be requested in accordance with County policy, and upon his return to work, the employee may be required to provide medical documentation indicating that the employee is able to return and perform all the essential functions of the position from which the leave was taken. The employee must make suitable arrangements with the personnel department for continuation of the employee's contribution or payment, towards pensions, health insurance, or other applicable benefits, in accordance with other terms of the agreement before the leave may be approved by the employer.

## Section 2. Funeral Leave

When the death occurs in the immediate family, employee, upon request will be excused a maximum of four (4) consecutive scheduled working days, which shall include the day of the funeral. Immediate family shall mean, father, mother, brother, sister, wife, husband, child, parent, grandparent, step child, father-in-law, mother-in-law, daughter-in-law, sister-in-law, son-in-law (by the lineal rather than the collateral descent), brother-in-law, (by the lineal rather than the collateral descent), grandchild and any other lineal relative residing in the home of the employee. One day of funeral leave shall be granted for an Aunt, Uncle, niece, or nephew. Time thus paid shall be counted as hours worked for purposes of determining overtime pay. And said leave will not be charged to vacation, sick or, general leave.

## Section 3. Jury Duty Leave

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

## Section 4. Military Leave of Absence with Pay

A. In accordance with the Veterans Preference Act of 1957, P.L. 557, whenever an employee is drafted at any time into the active military service of the United States or enlists in the time of war or armed conflict, he shall be granted a military leave of absence without pay. The term drafted shall mean to be drafted, to be ordered into active military service as a member of a Reserved Component of the Armed Forces, or in any way to enter or remain involuntarily in active military service for such period as is necessary to satisfy one's draft obligations. The term enlist shall mean to enter voluntarily into active military service as either an enlisted man or officer. While an employee is on military leave of absence, his duties shall either be performed by remaining employees and his position be kept vacant or they shall be performed by a temporary substitute.

B. Military leaves of absence shall expire as follows:

2. If an employee enlists in time of way or armed conflict, his military leave of absence shall expire ninety (90) days after the expiration of the first period

of his enlistment of the first period of his enlistment to expire at a time when the United States is not engaged in war or armed conflict.

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

C. If the employee is hospitalized at the time of his release from active service, his military leave of absence shall expire ninety (90) days from the date of his release from the hospital, provided that the hospitalization does not require more than a year after release from active service.

D. An employee has the right to return to his employment at any time prior to the expiration of his military leave of absence upon notifying the Warden of his desire and availability to return to County Service.

E. An employee who returns to his employment at the time or prior to the expiration of his military leave of absence shall be given such status in his employment as he would have enjoyed if he had been in continuous employment from the time of his entering the Armed Forces.

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

G. Any employee who is separated from the service by an undesirable, bad account, or dishonorable discharge, shall not be entitled to any of the benefits of this section except such vested rights as he may have acquired thereto by virtue of payments made into his retirement account.

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

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

## Section 5. Leave of Absence with Pay for National Guard or Military Reserve Duty

A. In accordance with Act No. 225, P.L. 677, approved July 12, 1935, all officers and employees of the County who are members of any reserve components of the United States Army, Navy, Marine Corps, or Air Force, are entitled to a leave of absence without loss of pay, time, or efficiency rating on all working days not exceeding fifteen (15) days in any calendar year during which they are, as members of such reserve components, engaged in the active service of the United States or Field Training ordered or authorized by the Federal Forces.

B. Officers and employees of the County who are members of the Pennsylvania National Guard are entitled to leave of absence with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the County or in field training ordered or authorized under the provisions of the military code of 1949, P.L. 1903. Absence from work under these provisions shall be granted to employees without regard to the employee's length of service with the County. The County shall pay the difference if any between military pay and regular full-time pay for any employee who is ordered to active duty.

## Section 6. Union Leave

At the request of the Union, a leave of absence without pay may be granted to an employee selected for a Union office, or employed by the Union. If selected to attend a Union conference or perform any other function on behalf of the Union, necessitating a suspension of active employment, a leave of absence not to exceed five (5) days in any one (1) calendar year per delegate will be granted with pay - the numbers of delegates not to exceed one (1) delegate per 100 union members.

## Section 7. Family Leave

The County will grant up to twelve (12) weeks of unpaid 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, except for leave required by the serious health conditions of the employee himself/herself under Section 102 (d) (2) (A) of the Family and Medical Leave Act. Employees must provide thirty (30) days written notice or as much notice as possible under the circumstances. Employees must also provide medical certification of the need for, and the duration of, the leave. Medical benefits will continue during an approved leave.

## ARTICLE 14 - JOB EVALUATION AND CLASSIFICATION

Section 1. The administration and operation of the job evaluation program, including the addition of job descriptions and job classifications as well as the allocation and reallocation of positions are the functions and responsibilities solely of the County. Copies of all current job descriptions and classifications, and all changes, shall be provided to the Union on a timely basis.

Section 2. Probationary employees shall be evaluated ~~on a quarterly basis~~ during their probationary year period. Such evaluations shall be considered in any ~~discipline during the probationary period~~. All other employees will be evaluated on an annual basis as required by Administration and the Department of Welfare for the Juvenile Detention Center.

Section 3. Supervisors shall review an employee's evaluation with him/her, answer any questions or concerns the employee may have, have the employee write a comment if he/she chooses, and sign the evaluation. ~~The employee may challenge the evaluation if he/she feels the information is incorrect. A meet and discuss will be scheduled between the warden, the employee's supervisor, the employee, and union officials to discuss a resolution.~~

Section 4. The employee will receive a copy of his/her evaluation once the evaluation has gone up through the chain of command and is signed off ~~on by the Assistant Warden and Warden~~ as indicated below:

#### Evaluation of Correction Officer/Trainee

1. ~~The Lieutenant and Sergeant collectively do the evaluation and signed by the Lieutenant.~~
2. ~~The evaluation is sent to the Captain for the review and signature.~~
3. ~~The Lieutenant reviews the evaluation with the Officer and gives them a copy.~~

#### Evaluation of Sergeant

1. ~~The Lieutenant completes and signs the evaluation of a Sergeant.~~
2. ~~The evaluation is sent to the Captain for final review and signature.~~
3. ~~The Lieutenant reviews the evaluation with the Officer and gives them a copy.~~

#### Evaluation of Maintenance Personnel

1. ~~Maintenance Lieutenant completes and signs the evaluation.~~
2. ~~The evaluation is sent to the Assistant Warden for final review and signature.~~
3. ~~Maintenance Lieutenant reviews the evaluation with the employee and gives them a copy.~~

#### Evaluation of a Counselor

1. ~~Administrative Officer completes and signs the evaluation.~~
2. ~~The evaluation is sent to the Assistant Warden for final review and signature.~~
3. ~~Administrative Officer reviews the evaluation with the counselor and gives them a copy.~~

### Evaluation of Juvenile Detention Officer:

1. The Director will work different shifts throughout the year to ensure a proper and fair evaluation.
2. The Director will then complete the written evaluation at the end of each DPW inspection period.
3. The Director will then sit down with the employee and review the evaluation.
4. At the conclusion of the review the employee will be allowed to make comments or write any concerns in the section provided at the end of the evaluation.
5. The Director and the employee both sign the evaluation and the employee is supplied a copy.

### Evaluation of Clerks:

1. Administrative Officer completes and signs the evaluation.
2. The evaluation is sent to the Assistant Warden for final review and signature.
3. Administrative Officer reviews the evaluation with the counselor and gives them a copy.

### Evaluation of Resident Manager/Community Service Supervisor:

1. The Director of Community Corrections and the Director of House Arrest will collectively do the evaluation and signed by the Director of Community Corrections.
2. The Director of Community Corrections reviews the evaluation with the Resident Manager and/or the Community Service Supervisor and gives them their copy.

Section 5. The performance evaluation is based on ratings of Excellent, Good, Acceptable, Marginal, and Unacceptable. If the employee's performance level in an area is marginal or unacceptable, reasons for the rating shall be so stated in the comment section of the evaluation and discussed with the employee. If an unacceptable rating is given in any category, sixty (60) days after the date of the first unacceptable rating, another evaluation shall be completed on the employee. If this second rating is still unacceptable, the employee shall be subject to disciplinary action up to and including termination.

Section 6. Classifications are Correctional Officer, Correctional Trainee, Sergeant, Maintenance Personnel, Repair Person 1 and 2, Counselor, Juvenile Detention Officer, Clerk, Resident Manager, and Community Service Supervisor.

## ARTICLE 15 - PROMOTIONS AND TRANSFERS

Section 1. All promotions shall be filled by employees already in the bargaining unit who possess the seniority, skill and ability to perform such duties when skills and

ability are equal, seniority of the employee shall prevail. When a vacancy occurs within a classification (for shifts, days off, preferred duties etc.) the person possessing the minimum skill and most seniority shall prevail.

## Section 2. Posting of Vacancies

When the County determines to fill a vacancy (including newly created positions or additions to the present complement) in the bargaining unit ~~at the Prison, the County~~ it will be posted ~~notice of such vacancy for a period of~~ within ten (10) work days of the receipt of approval from the Commissioners to fill the vacancy and remain open for bidding by the bargaining unit employees for a period of ten (10) work days ~~after posting or however long it takes to conclude, whichever is shorter~~. The notice shall include a copy of the job classification and shall state which job(s) classification(s) are open, how many openings exist, and what special qualifications are required, ~~how the bid is to be made and what is the time limit for filing the same.~~

~~When posting notifications of vacancies, the County will do so through the Prison e-mail system, and the bargaining unit employees who desire to post a bid shall respond via the Prison e-mail system within ten (10) work days after posting by the County. Of the employees who respond, the Prison shall select the employee that has the most seniority within the job classification who is capable of fully performing the job. In the event that no employee responds to the e-mail, the Prison shall select the least senior employee who is capable of fully performing the job. In the event of an emergency, the Prison may fill the position for up to ten (10) days or until such time as the selection process described above is completed, whichever is shorter.~~

The County and Union discourage the costly practice of indiscriminate bidding for individual convenience or temporary advantage. For promotions and transfers, the County will fill the vacancy within thirty (30) days from the last date of the posting. For external hires, the County will fill the vacancy within ninety (90) days of the last date of the posting.

Employees who wish to apply for the vacancy shall in writing indicate their qualifications for the job and file their bid within the prescribed time limit.

Section 3. Bumps and Bids: ~~The following All~~ positions shall ~~will~~ be posted and bid in January of each year, ~~which~~ All Correctional Officers and Sergeants at the Prison and all Juvenile Detention Officers at the Detention Center shall have the right to bid by seniority regardless of gender. ~~For Correctional Officers, the bid positions are laundry; community service; kitchen; post office mail; (2) recreational officers; work release; central control (one per shift); sally port; booking control; and dormitory A unit. To be a successful bidder the Correction Officer must be qualified to work the post he or she is seeking after a reasonable period of familiarization, if necessary, with the position. For Sergeants, the bid positions are administrative sergeant and training sergeant.~~

The County will notify the bargaining unit employees via the Prison e-mail system when bidding on positions will commence, but the date for commencement shall be at least five (5) business days from the date of the e-mail notification. Employees participating in bidding shall do so through the Prison e-mail system. The bidding process shall be completed within five (5) work days after commencement.

Any vacancy that occurs during the year (except promotions) will be posted and awarded to the most senior employee in the job classification of the vacated position who has not previously executed a bid. However, the person must have the requisite skill and knowledge to serve in the position. Posting and bidding for such vacancies shall proceed through the manner outlined in the previous paragraph, but the bidding process shall last only three (3) work days. Employees shall have only one bid per calendar year. Submitting a bid for employee's current shift while required shall not be considered a bid for this purpose.

#### ARTICLE 16 - HOLIDAYS

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

- New Year's Day (January 1)
- Martin Luther King Day\*
- Presidents' Day
- Good Friday
- Easter ~~Monday~~
- Primary Election Day
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

\* To be observed on the day officially recognized by Lackawanna County

Each full time employee will be entitled to four (4) personal days per year. Such personal leave days shall be requested by the employee subject to management's responsibility to maintain efficient prison operations. A personal day can be authorized by the Shift Commander/Director of Juvenile Detention Center/Director of Community Corrections if requested two hours before the scheduled shift and staffing allows.

Section 2. Full time employees required or mandated to work on the following listed MAJOR holidays will receive double their regular rate of pay, plus holiday pay, for a total of three (3) times their regular rate of pay for major holidays worked:

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

Full time employees required or mandated to work on all other holidays outlined in Section 1 of this Article will be paid at the rate of time and one-half, plus holiday pay, for a total of two and one-half (2-1/2) times their regular rate of pay. It is understood that the employee will not receive holiday time off at a later date. Furthermore, an employee must work the day before and the day after the holiday, if scheduled, to be eligible for holiday pay. An approved Vacation or Personal Day will satisfy this requirement. In the event that an employee is scheduled to work a Holiday, reporting off will result in a loss of Holiday pay.

The one regular part-time employee shall receive one and one-half (1-1/2) times the rate of pay for holidays worked.

Section 3. Holiday time, for the purposes of this Agreement shall be the twenty-four (24) hour period commencing with the shift starting hour used at the beginning of the work week.

Section 4.

A. When a holiday specified in Section 1 is observed during an employee's vacation, he shall receive an additional day's pay at straight time.

B. When a holiday in Section 1 is observed during an employee's regularly scheduled day off, he shall be paid eight (8) hours on the basis of straight time.

C. Said hours above shall not be used in calculating or determining overtime payment and such hours shall not be pyramided. Hours actually worked shall be the only hours used in the computation of daily or weekly overtime.

#### ARTICLE 17 - VACATIONS

Section 1. In each calendar year, each employee shall earn his annual vacation with pay according to the following schedule:

A. A regular full-time employee shall earn his vacation leave entitlement on a monthly basis, as follows:

Years of Service	Vacation Entitlement
------------------	----------------------

6 months through 12 months	5 days
13 months through 24 months	10 days
25 months through 36 months	15 days
37 months through 48 months	20 days
49 months and over	25 days

In order to earn his/her full monthly (1/12) of annual portion of vacation benefits in any calendar month, a regular full-time employee must work or otherwise be on compensable status for at least seventeen (17) full work days in that month. A regular full-time employee who works or is otherwise on compensable status for at least ten (10) but less than seventeen (17) full work days in any month shall earn one-half (1/2) of his vacation entitlement during that month. Employees shall be credited for vacation time starting from their date of hire.

Vacation entitlement shall be earned upon completion of the designated months and employees will move to the appropriate plateau on their anniversary date and vacation will be prorated.

Section 2. Annual vacation leave to which an employee will become entitled during the year may be used before it is actually earned, except that employees appointed on a temporary basis shall not be permitted to anticipate leave. In the event an employee uses anticipated vacation leave and subsequently leaves the County's employment prior to actually earning such vacation leave, the employee shall reimburse the County, either by having such amount deducted from his/her final paycheck or by direct payment to the County.

A. All employees may bid on one full week of vacation in December for the following year by seniority and by shift, except those employees who have five (5) vacation days.

Section 3. The employer should schedule the employee's work so as to enable each employee to take the vacation leave to which he becomes entitled during the year. Vacation leave shall be granted at such times as are determined by the employer to be consistent with the provisions of all services to the public and in the best interests of the employer. Vacation leave shall not accumulate from year to year. If any vacation leave of a full-time employee unavoidably remains at the end of the year, the employee shall be compensated for same at the per diem rate equivalent to the employee's salary at the beginning of the calendar year, or given compensatory time off the following year.

In the event the employer limits the number of employees to take their vacation at the same time, the senior employee will be given the first preference to schedule his vacation.

#### Section 4. Regular Part-time Employee

The one regular part-time employee as defined in Article 1, Section 1, shall earn a pro-rated vacation based on his regularly scheduled number of hours worked per week, using the formula set forth in Section 1 above.

Section 5. Requests for vacation as indicated on the vacation roster shall be answered within thirty (30) days before the date of the requested vacation.

### ARTICLE 18 - HEALTH INSURANCE

Section 1. All full time employees ~~as of January 1, 2009~~ will be entitled to select ~~from~~ one of the HMO's the County will be providing. ~~Effective January 1, 2015,~~ the employee cost of the HMO's will be as follows:

~~\$30.00~~ ~~\$40.00~~ maximum per month for single employees  
~~\$55.00~~ ~~\$76.00~~ maximum per month for family plan

~~Effective January 1, 2016, the employee cost of the HMO's will be as follows:~~

~~\$50.00 maximum per month for single employees~~  
~~\$98.00 maximum per month for family plan~~

~~Effective January 1, 2017, the employee cost of the HMO's will be as follows:~~

~~\$60.00 maximum per month for single employees~~  
~~\$120.00 maximum per month for family plan~~

The employee's contribution will not exceed ~~\$30.00~~ ~~\$60.00~~ per month for single employees or ~~\$55~~ ~~\$120.00~~ per month for family members. It is understood any increase is based on the individual HMO.

A. Employee and Dependent coverage for basic Dental and Supplemental A benefit Program. There shall be imposed a two thousand dollar (\$2,000.00) per year per family member annual benefit limitation upon the dental program provided by this agreement.

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

\$10 for generic drugs - maximum \$15 for name brands  
Maximum \$25 for non formula and  
Maximum \$20.00 for generic and maximum \$30.00 for brand name for a 90 day supply.

C. Employee and Dependent coverage for vision care benefits.

Section 2. The County will pay the reasonable and customary costs of voluntary immunizations for Hepatitis and/or TB of ALL employees, but in so doing assumes no liability for such procedures. The medical unit will provide all inoculations.

Section 3. The County and the union agree to form a committee to research all coverages in this article that will either improve or be equal to all benefits at no additional cost to the employee or the county.

#### ARTICLE 19 - LIFE AND ACCIDENT INSURANCE

Section 1. The County shall provide group life insurance coverage in the amount of \$50,000, for regular full-time employees in 2009.

A. Effective January 1, 2010, the County shall increase the amount of life insurance coverage to \$55,000.00.

Section 2. County employees who suffer an on-the-job injury or illness that may be work-connected, can submit an application for workers' compensation benefits. Employees thereby may be eligible for benefits under the provisions of the Workman's Compensation Act, P.L. 736 of 1915, as amended (the Act). Employees may not utilize sick leave while collecting benefits under the Act. The County agrees to continue the health insurance plan for any employee collecting benefits under the Act for up to twenty-four (24) months. The County shall pay the entire cost of the employee's health insurance for the first six (6) months. If, from the time the employee begins to collect weekly benefits under the act, the period extends beyond six (6) months, and for up to twenty-four (24) months, the employee will thereafter be responsible for paying his/her normal monthly contribution and the County shall pay the rest of the monthly premium.

When an employee claims that he/she has suffered an on-the-job injury or illness that is causally related to such employee's employment, and the County and/or its Workers' Compensation carrier initially denies the claim on the grounds that it either is not work-related or that such employee is not disabled, such employee may utilize accumulated sick leave while he/she pursues resolution of his/her Workers' Compensation claim through the hearing process provided for under the Pennsylvania Workers' Compensation Law, if such employee is subsequently found to have Workers' Compensation benefits or if the employee's claim for Workers' Compensation is later acknowledged by the County, such employee shall be recredited with sick time which he/she was required to use during the time period when such employee was pursuing his/her claim for Workers' Compensation benefits. Any sick leave benefits that overlap in time with Workers' Compensation benefits later received shall be repaid to the County.

#### Section 3: Death benefits

Should an employee covered by this agreement be killed in the line of duty, the county agrees to provide medical, hospital and surgical benefits under its group

medical insurance program to the deceased employee's spouse and dependent children. The benefits will be the same as provided to other employees covered by this agreement and at the same cost. The medical, hospital and surgical benefits to be provided to the spouse and children of the deceased employee pursuant to this section shall continue until the dependent child reaches the age of eighteen (18) or if the dependent child is enrolled as a full-time student in a college, university or other institution conferring post high school academic/vocational degrees or certifications, coverage shall continue until said child completes such education or training but in no event later than the date the child reaches the age of twenty-two (22). The benefits provided herein for the spouse of the deceased employee shall continue until the spouse remarries or reaches the age of sixty-five (65), whichever occurs first. Should the spouse of the deceased employee have available from the other sources a medical insurance program for the spouse and any eligible child that is comparable to that provided herein, the county may elect to pay the spouse's share of that insurance program.

## ARTICLE 20 - SALARY AND OVERTIME

### A. SALARY ADJUSTMENTS

1. Effective January 1, 2013, all employees shall receive a three percent (3.00%) across the board pay increase.

2. Effective January 1, 2014, all employees shall received a three percent (3.00%) across the board pay increase.

3. Effective January 1, 2015, all employees shall received a three percent (3.00%) across the board pay increase.

4. Effective January 1, 2016, all employees shall received a three percent (3.00%) across the board pay increase.

5. Effective January 1, 2017, all employees shall received a two percent (2.00%) across the board pay increase.

6. Effective July 1, 2017, all employees shall receive a two percent (2.00%) across the board pay increase.

7. Effective July 1, 2015, all employees shall receive a two hundred and twenty five dollar (\$225) equity adjustment. The equity adjustment shall be added to their base.

8. Effective July 1, 2016, all employees shall receive a two hundred and twenty five dollar (\$225) equity adjustment. The equity adjustment shall be added to their base.

9. Effective January 1, 2013, the following longevity shall be paid to eligible juvenile detention officers, community corrections supervisors and resident managers and counselors annually:

- After completion of five (5) years of service through ten (10) years of service \$350.00.
- After completion of ten (10) years of service and thereafter, \$600.00.

Longevity shall be annualized and 1/26<sup>th</sup> paid in each pay period.

10. Effective January 1, 2015, there shall be an equity adjustment in the amount of seven hundred and fifty two dollar (\$752) for Community Corrections Employee Todd Frick.

11. Effective January 1, 2015, there shall be equity adjustments in

the amount of two hundred and forty four dollars (\$244) for the following Community Corrections Employees: Mary Burke, John Werner, Stacy Bell, William Delonti, Nicholas Andidora, David McDonald and John Hadley.

12. Effective January 1, 2015 there shall be an equity adjustment in the amount of \$5,873.00 for Counselor Paul Robertson.

13. All wage increases are retroactive to January 1, 2013. Retroactive payments shall be made within forty five (45) days of the Award, payable only to those employed as of the date of the Award.

14. Effective January 1, 2015, eligible corrections officers and maintenance repairmen with anniversary dates from January 1 through June 30 shall receive the applicable step increment on July 1 of each year; corrections officers and maintenance repairmen with anniversary dates from July 1 through December 31 shall receive the applicable step increment on January 1 of the following year.

15. The chart below shows general pay increases and equity adjustments for Correction Officer and maintenance repairmen.

	2012	2013	2014	2015 (1/1-6/30)	2015 (7/1-12/31) <sup>1</sup>	2016 (1/1-6/30)	2016 (7/1-12/31) <sup>2</sup>	2017 (1/1-6/30)	2017 (7/1-12/31)
% Increase		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	2.00%	2.00%
6 months	\$32,972	\$33,961	\$34,980	\$36,029	\$36,254	\$37,342	\$37,567	\$38,318	\$39,085
1 year	\$35,170	\$36,225	\$37,312	\$38,431	\$38,656	\$39,816	\$40,041	\$40,842	\$41,659
2 year	\$37,401	\$38,523	\$39,679	\$40,869	\$41,094	\$42,327	\$42,552	\$43,403	\$44,271
3 year	\$39,599	\$40,787	\$42,011	\$43,271	\$43,496	\$44,801	\$45,026	\$45,976	\$46,845
4 years	\$41,789	\$43,043	\$44,334	\$45,664	\$45,889	\$47,266	\$47,491	\$48,440	\$49,409
5, 6, 7 yrs	\$44,000	\$45,320	\$46,680	\$48,080	\$48,305	\$49,754	\$49,979	\$50,979	\$51,998
8, 9 years	\$44,846	\$46,191	\$47,577	\$49,004	\$49,229	\$50,706	\$50,931	\$51,950	\$52,989
10+ years	\$46,316	\$47,705	\$49,137	\$50,611	\$50,836	\$52,361	\$52,586	\$53,638	\$54,710
Sergeants	\$48,262	\$49,710	\$51,201	\$52,737	\$52,962	\$54,551	\$54,776	\$55,872	\$56,989

<sup>1</sup> This calculation includes a \$225.00 equity payment referenced at Article 20, Section A(7).

<sup>2</sup> This calculation includes a \$225.00 equity payment referenced at Article 20, Section A(8).

## B. OVERTIME

1. The County shall be the sole judge of the necessity for overtime.
2. The County shall retain the sole and exclusive right to determine work scheduled and the number of shifts required. All employees covered by this Agreement shall receive time and one-half (1 1/2) their regular rate of pay for all regular hours worked over eight (8) in one (1) day or forty (40) hours in one (1) week. There shall be no pyramiding of overtime hours or pay for overtime hours worked. To determine the hourly wage in effect divide 2080 hours into the annual base salary as set forth on Exhibit A plus any additional payment which is to be added to the base salary (such as required in A.) Section 2 above.
3. Holiday, Vacation and sick leave time shall be counted as time worked in the computation of overtime.
5. Overtime shall be worked as assigned at the direction of the employer. The employer will attempt to assign overtime in accordance with the following procedure: When the employer determines the need for overtime in a classification, it will first ask for volunteers, going from most senior to least senior qualified non-probationary employees in that classification on a rotational basis. If there are an insufficient number of volunteers, the employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees on the shift on a rotation basis; provided, however, that in a situation which the employer solely determines to be emergency, it shall assign such overtime as is necessary without regard to the above procedure.
6. Any employee who has already worked eight (8) continuous hours shall be given a meal break with pay for any four (4) hour period thereafter.
7. Overtime payments shall be included in the pay for the period in which the overtime is earned.
8. When employees are mandated to work overtime on a holiday he/she shall be paid appropriate holiday pay. (i.e. double/triple time).
9. Employees cannot be mandated to work beyond his/her normal shift if they will be on vacation or a personal holiday after a normal scheduled shift.

## C. PART-TIME RATES B NEW EMPLOYEES

The one regular Part-time employee shall receive the same hourly equivalent rate as full-time employees based on hours worked.

## ~~D. SHIFT DIFFERENTIAL Effective January 1, 2009 2015 through-~~

~~December 31, 2012— employees who work the 3 p.m. to 11 p.m. shift shall receive a shift differential of \$.45 \$.50-per hour; employees who work the 11 p.m. to 7 a.m. shift shall receive a shift differential of \$.55 \$.60-per hour.~~

Effective January 1, 2016, employees who work the 3 p.m. to 11 p.m. shift shall receive a shift differential of \$.55 per hour; employees who work the 11 p.m. to 7 a.m. shift shall receive a shift differential of \$.65 per hour. Effective January 1, 2017, employees who work the 3 p.m. to 11 p.m. shift shall receive a shift differential of \$.60 per hour; employees who work the 11 p.m. to 7 a.m. shift shall receive a shift differential of \$.70 per hour.

#### ARTICLE 21 - LUNCH PERIOD

1. The employer shall provide a nutritional lunch for each employee at no cost to the employee. Each employee shall receive one-half ~~(1 1/2)~~ ~~(1 1/4)~~ (1/2) hour to eat lunch. A hot nutritional meal shall be made available for employees working the third shift.

2. An employee shall not leave the employer's premises during the lunch period except when authorized by the employer. Employees may order in for lunch from an approved vendor. There shall only be one single approved vendor per day, only, who will be delivered to the facility and be searched by security staff prior to entering the facility.

#### ARTICLE 22 - UNIFORMS

1. The County shall provide uniforms to each new Correctional Officer, which shall consist of trousers, shirts, shoes, and jackets. When hired the employee shall be provided with two (2) pair of trousers, four (4) shirts, and a winter and summer jacket. Every effort shall be made to facilitate early delivery of the initial uniform for each new employee.

2. The employee shall be required to maintain his uniforms in a clean and neat appearing condition and the employer shall repair or replace same at its discretion, as it deems necessary.

3. The County shall provide rain gear made available to all shifts for use by the employees on any shift who may have need of them during inclement weather. In addition, the employer shall provide each guard with a utility jacket.

4. The employer and the union shall meet and discuss to determine the type of material used for uniforms prior to final order being placed.

5. Effective January 1, 2015, each full-time correctional officer and maintenance repairmen shall receive a five hundred and sixty dollars (\$560) uniform allowance. Effective January 1, 2016, each correctional officer and maintenance repairman shall receive a seven hundred twenty (\$720) uniform allowance. Effective January 1, 2017, and annually thereafter, each correctional officer and maintenance repairman shall receive an eight hundred thirty dollars (\$830) uniform allowance. This allowance shall be paid by January 31<sup>st</sup> of each

year and shall be received as a separate check. The one part-time correctional officer shall receive \$150 per year uniform allowance. Probationary correctional officers shall receive their uniform allowance by January 31<sup>st</sup> following the completion of their probationary period. In the event that a probationary employee requires a uniform replacement prior to being eligible for the allowance, the County will replace the item(s) at the discretion of the Warden.

6. The County will provide Juvenile Detention Officers with four (4) shirts and one (1) jacket at the County's expense. The provisions of Sections 2, 3, and 4 above shall be applicable to Juvenile Detention Officers. ~~The County reserves the right to require counselors to wear a County shirt, the initial issue of which shall be provided by the County.~~

~~7. Effective January 1, 2015, each juvenile detention officer, resident manager and community service supervisor, and counselors shall receive a three hundred and ten dollar (\$310) uniform allowance. Effective January 1, 2016, each juvenile detention officer, resident manager and community service supervisor, and counselors shall receive a four hundred twenty dollar (\$420) uniform allowance. Effective January 1, 2017, and annually thereafter, each juvenile detention officer, resident manager and community service supervisor, and counselors shall receive a five hundred thirty dollar (\$530) uniform allowance. The allowance shall be paid by January 31<sup>st</sup> of each year and shall be received as a separate check.~~

~~8. Increases in uniform allowances are retroactive to January 1, 2015.~~

#### ARTICLE 23 – PENSION

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

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

#### ARTICLE 24 - DISCIPLINE

~~1. The employer shall not discipline an employee without just cause. Notice of disciplinary action shall be issued within a reasonable period of time after the conclusion of the investigation. The written notice shall state the reason for the action. All evidence in support of discipline shall be provided to the union upon request after a grievance is filed.~~

2. Any employee who is suspended, demoted, or discharged while on duty shall be given a written notice stating the reason for the action within three (3) days thereafter. In case of suspension or discharge, the employee shall be advised that

he has a right to have his steward present, and if he so requests, shall be promptly granted an interview with his steward before he is required to leave the premises.

3. Any action taken pursuant to this Article is appealable through the grievance procedure.

A. All written reprimands shall be removed from employees file within one (1) year and suspensions shall be removed within two (2) years. All employees shall have the right to see their personnel files.

4. AFSCME, AFL-CIO, Council 87, shall be notified promptly in writing by the employer of any discharge, demotion, suspension, or written reprimand.

5. The Employer will establish steps of progressive discipline: oral warning, written warning, suspension, and discharge. The following schedule for progressive discipline will be in effect for multiple related offenses:

- 1<sup>st</sup> Offense: Counseling
- 2<sup>nd</sup> Offense: Written Warning
- 3<sup>rd</sup> Offense: One (1) to Five (5) day suspension
- 4<sup>th</sup> Offense: Five (5) to Ten (10) day suspension with final warning
- 5<sup>th</sup> Offense: Termination

Notwithstanding the foregoing, it is recognized that the Employer need not follow progressive discipline for acts of:

- A. Dishonesty – Any willful falsification or misrepresentation of facts, written or oral
- B. Theft
- C. Substantial Breach of Security—Any deviation from written policies and procedures that result or that can reasonably result in physical harm to staff, volunteers, visitors, inmates or bystanders
- D. Refusal to perform work lawfully ordered as directed
- E. Criminal conviction for a third-class misdemeanor or higher

#### Section 6:

Video produced by cameras operated by the County may only be used to support discipline if there is independent evidence of a disciplinary infraction, including an allegation of officer misconduct or inmate abuse, unless the infraction involves conduct for which progressive discipline is not required as stated in Section 5 of this Article.

#### Section 7:

Any member of the bargaining unit suspended without pay shall lose seniority equal to the number of days suspended without pay. (i.e. one (1) day suspension without pay incurs a one (1) day loss of seniority; seven (7) day suspension without pay incurs seven (7) days loss of seniority. If the suspension is overturned or reduced, seniority will be reinstated as appropriate. This section will become effective February 10, 2015.

## ARTICLE 25 - GRIEVANCE PROCEDURE

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

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

### Step One

~~For any grievances arising at the Prison, the employee and/or the employee's union representative shall verbally discuss the alleged grievance with a supervisor within three working days of the incident giving rise to the dispute. The Supervisor shall respond in writing within three working days with an answer to the employee.~~

### ~~Step Two One~~

~~For any grievance arising under this agreement, the employee and the union steward shall submit a written grievance to the appropriate Assistant Warden within five working days of the incident giving rise to the dispute. The Assistant Warden shall provide a written response to the written grievance within three working days.~~

### ~~Step Three Two~~

~~If the grievance cannot be resolved at Step ~~Two One~~, within five working days of the response at Step ~~Two One~~, the Union will submit the written grievance to the Warden. The Warden shall provide a written response within three working days.~~

### Step ~~Four Three~~

If the grievance cannot be resolved at Step ~~Three Two~~, within five working days of the response at Step ~~Three Two~~, the Union will submit the written grievance to the designated representative of the Lackawanna County Commissioners, presently the Director of Human Resources. Within 5 working days of the Union submitting the written grievance to the designated representative of the Lackawanna County Commissioners, or at such later date as scheduled by

the parties, a meeting will be convened between the Union and the designated representative of the Commissioners in a further attempt to resolve the grievance. The designated representative of the County Commissioners shall within three working days after said meeting provide a written response to the Union.

Section 2. If the grievance cannot be resolved by the foregoing steps, by mutual agreement, the grievance may be mediated by the office of Pa. Bureau of Mediation. 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 whereupon the union may proceed to the next step.

Section 3. In the event the dispute has not been satisfactorily settled in accordance with the previously forth set provisions of the Article, grievances timely submitted and timely appealed may be submitted by the Union for final and binding arbitration within 5 working days of the response at Step Four. If the services of the PA Bureau of Mediation are used and the Union or the Employer cannot agree to accept the recommendation, the Union may submit the grievance for final and binding arbitration within 5 working days from the date the Union and the employer agree not to accept the recommendation of the PA Bureau of Mediation.

#### Section 4. Arbitration

1. If a grievance has been processed in a timely fashion through the grievance procedure and is not satisfactorily settled, the Union shall have the right to submit it to arbitration, provided it presents its demands for arbitration in writing to the Pennsylvania Bureau of Mediation within thirty (30) calendar days after it has received the Commissioners' designee's decision at Step ~~Four Three~~. A request for arbitration shall be initiated by the union's mailing by certified mail its demand for arbitration, with a copy of that letter directed to the County, within ten (10) calendar days after its receipt of the decision at Step ~~Four Three~~. The demand for arbitration shall identify the article(s) and/or section(s) alleged to be violated, the employee(s) aggrieved, the specific act(s) complained of including the date(s) thereof and the relief requested. Upon receipt of the panel of arbitrators from the State Bureau of Mediation the parties will alternately strike the names of arbitrators in a joint meeting. The County shall strike first. The last remaining name from the panel shall be designated the arbitrator.

2. The jurisdiction and power of the arbitrator arises only from this Agreement. His jurisdiction and power shall only be to interpret the written clauses of this Agreement. He shall have no jurisdiction, power or authority to add to, subtract from, alter or modify in any way the written clauses of this Agreement not arising at a decision on the issue(s) presented. He shall confine his decision solely to the application and interpretation of this Agreement.

3. The decision or award of the arbitrator shall be final and binding; provided that any decision requiring legislation will only be effective if such legislation is enacted.

4. The arbitrator's fees and expenses shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting his own case.

5. A grievance which affects a substantial number of employees, or a grievance concerning the discharge of any employee, may be presented initially by the Union at Step Two of the grievance procedure. The Union shall designate one spokesman to act as a representative of the group in the event of a multiple employee grievance.

6. The time limits set forth in the grievance procedure shall be strictly enforced and shall be binding, and any grievance not timely presented or not timely processed thereafter by an employee or the Union shall not be considered a grievance under this contract and shall not be arbitrable.

7. The arbitrator shall have thirty (30) calendar days from the date the arbitration proceedings have been closed to render his decision and award, unless that time period is extended by mutual agreement by the parties or he shall be functus officio.

#### 8. Time Off

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

Section 5. This provision shall govern processing of grievances at the Juvenile Detention Center and Community Corrections,

Step One: Prior to filing a formal, written grievance, the employee and/or the employee's union representative shall verbally discuss the alleged grievance with the Executive Director or his designee within three (3) working days of the incident giving rise to the dispute. The Executive Director or his designee shall respond in writing within three (3) working days with an answer to the employee.

Step Two: If a satisfactory settlement is not effected at Step One, the Union steward shall submit a written grievance to the Executive Director within five (5) working days of the response at Step One. The Executive Director shall provide a written response to the written grievance within three working days.

Step Three: If the grievance cannot be resolved at Step Two, within five (5) working days of the response at Step Two, the Union shall submit the written grievance to the designated representative of the Lackawanna County Commissioners, currently the Director of Human Resources. Within five (5) working days of the Union submitting the written grievance to the designated representative of the Lackawanna County Commissioners, or at such later date as scheduled by the parties, a meeting will be convened between the Union and the designated representative of the Commissioners in a further attempt to resolve the grievance.

The designated representative of the County Commissioners shall within three working days after said meeting provide a written response to the Union.

The mediation and arbitration provisions set forth in Sections 2, 3, and 4 herein shall apply to the Juvenile Detention Center and Community Corrections. All applicable time frames shall run from the response at Step Three of the grievance procedure outlined above for the Juvenile Detention Center.

#### ARTICLE 26 - SALE OR LEASE OF JAIL

In the event the employer sells, leases, transfers, or assigns its facilities at the Lackawanna County Jail, Community Corrections, or Juvenile Detention Center to other political subdivisions, corporation, or persons and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this bargaining unit, the employer shall attempt in good faith to arrange for placement of such employees with the new employer. The employer shall notify AFSCME COUNCIL 87 in writing at least thirty (30) days in advance of any such sale, lease transfer or assignment.

#### ARTICLE 27 - SUB-CONTRACT WORK AND SUCCESSORS

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

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

#### ARTICLE 28 - SEPARABILITY

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

#### ARTICLE 29 - MISCELLANEOUS PROVISIONS

1. Management will notify the Union of changes in organizational structure, job classifications, hours of work, rates of pay, and/or conditions of

employment. Such notification will be made prior to implementation of the changes.

2. In civil suits to which the County is a party, the County will provide legal defense to the suit.

3. The employer must retain certain prerogatives which include but are not limited to the determination of the required complement. In so doing the employer agrees that sufficient employees must be scheduled for every shift in order to assure the protection of the employees. The Union may invoke the provisions of the grievance procedure in the event it determines that assignments are made without due regard to safety.

4. PAL Deductions: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PAL deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to Council 13 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

5. The parties shall abide by all applicable provisions of Pennsylvania's Heart and Lung statute in the event that the County's correctional officers are covered there under.

6. Whenever there is a need to transport an inmate, the County will provide two (2) correctional officers on a run and hospital duty, except for work release and active community service inmates. In case of an emergency, the Prison may use a Sergeant as one (1) of the two (2) correctional staff if doing so does not reduce the number of sergeants on duty to below three (3).

7. The County shall furnish to the Union President a seniority list of all full-time employees and the one regular part-time employee every six (6) months.

8. All new Correctional employees, including ~~Juvenile Detention Officers, Counselors, Resident Managers, and Maintenance employees~~, shall be properly trained and shall attend school at the PA Department of Corrections Training Academy or a PA Department of Correction Training Academy on a County level, if feasible in accordance with the training academy schedule, within one (year of hire). ~~Juvenile Detention Officers shall be properly trained on a County level within one year of hire.~~ New Correctional employees shall attend at least four weeks of in house training beginning from date of hire in addition to PA Department of Corrections Academy Training.

9. All employees will be paid the appropriate rate during all management approved training.

10. The County shall take positive action to assure compliance with laws and regulations concerning the health and safety of the employees working in the Juvenile Detention Center. The County shall provide all protection as deemed necessary in the County's sole discretion to enable Juvenile Detention Officers to safely perform their job duties, including but not limited to spit shields.

11. Juvenile Detention Officers who are required to transport female detainees must be accompanied by qualified female personnel.

12. ~~Correctional Officers~~ Juvenile Detention Officers ~~Community Corrections employees~~ shall not dispense prescription medications to detainees.

### ARTICLE 30 - TUITION REIMBURSEMENT

1. Upon the completion of one year of full-time service an employee shall be eligible to apply for tuition reimbursement for accredited courses given at a duly accredited college or university provided such courses are:

- (A) directly job-related; ~~to include criminal justice courses;~~
- (B) directly related toward attaining a degree, certification and/or licensure relevant to the employee's present training and position; and
- (C) approved as appropriate for reimbursement in advance by the Warden/Director and other appropriate County officials.

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.

3. An employee whose application for reimbursement has been approved shall be reimbursed up to fifty (50%) percent of the tuition of the approved course upon his/her presentation of his/her transcript to the Warden/Director showing successful completion thereof; a grade of C or higher; and his/her tuition receipt, provided he/she is currently employed by the County. The maximum tuition reimbursement available to any employee in any semester shall not exceed \$1,500 for the term of this Agreement.

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

5.

1. If any employee has all of his/her 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.

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

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 request to the County, be granted time off in order to attend such classes.

7. If an employee leaves the employment of the County within twelve (12) months after successfully completing a course(s) for which he/she has been reimbursed by the County, the employee shall in turn fully reimburse the County for all monies if provided for the employee as tuition reimbursement.

### ARTICLE 31 -- TRAINING

At such time as the Employer determines to offer opportunities for employees to receive instructor training, weapons training or booking area officer training, the Employer will post the offering of such training by seniority, noting the time when such will be offered and the number of employees to whom such will be offered. The employer shall attempt to give as much notice possible of such opportunities, but in no event less than one (1) week prior notice. It is entirely within the discretion of the Employer as to whether and when such training will be offered and the number of employees to whom such will be offered. Upon such posting, employees will have an opportunity to submit a request for such training. The employer retains complete discretion in selecting the employees for such training; provided, however, that where a more senior employee requesting such opportunities is not selected, if he requests, such employee will be provided with a written explanation of the reason(s) he was not chosen for such opportunities.

#### Section 1

Training will be posted and conducted utilizing various methods for employees to receive training. When possible it will be posted at least one week in advance. Non-mandatory training will be offered by seniority noting the time such training will be offered and the number of employees it will be offered to. Training may be instructor lead, hand outs, computer based, document review, etc. Post objectives will be developed for new hires and the Sergeant will sign off on the completed objectives. Management, working in conjunction with the Sergeants and instructors, will provide employees with the initial review of policy, procedures and Post Orders. Employees will then be responsible for maintaining knowledge

of the policies, procedures and Post Orders. Sergeants will provide review/refresher training on specialized post as needed. All employees will receive a copy of the Lackawanna County Prison Employee Manual and it shall be their responsibility to review and comply with the manual. When mandatory training is offered, all employees scheduled must attend when scheduled. Emergency requests to reschedule must be approved by either the Shift Commander or the Training Lieutenant. Unexcused absences shall result in disciplinary action.

#### Section 2

Instructor training will be posted for volunteers. Applicants submitting an interest will be reviewed based on performance of job duties, skills and abilities along with their most recent EPR's. Any disciplinary action related to job performance will also be reviewed. Seniority will break any ties. If a less senior employee is selected for instructor training, the union may request a meeting to discuss the selection.

### ARTICLE 32- DRUG TESTING

The Employer and the Union will work together to establish a Drug Testing Program, the Employer shall have the right to administer the Drug Test to new job applicants.

The parties agree to continue discussions after the expiration of this Agreement to reach agreement upon a drug and alcohol testing program.

#### Section 1

The panel directs the parties to meet within 90 days of the signing of this Award to establish a policy on drug and alcohol testing applicable to all bargaining unit employees.

#### Section 2

If the parties are unable to reach an agreement after engaging in good faith negotiations, either party may request that the panel reconvene to consider a policy on drug and alcohol testing. Any such request by a party must be made to the panel within six months of the date the Award has been executed by two parties.

### ARTICLE 33 - HEALTH AND SAFETY

Section 1: The County and the Union will comply with all laws concerning the health and safety of employees. To assist the County in this regard, the County and the Union will discuss at Labor-Management meetings health and safety issues in order to identify, assess, and recommend action(s) to ensure the health and safety of the Employees.

## **Section 2: Tools, Protective Clothing, Equipment, and Vehicles**

The County will furnish and maintain in safe working condition all tools, protective clothing, equipment, and vehicles required to carry out the duties of the employees. Employees are responsible for reporting any unsafe condition or practice, notifying the Prison of all defective items through incident reports, and for properly using and caring for the tools, protective clothing, equipment, and vehicles furnished by the County. Employees shall not use such tools, protective clothing, equipment, and vehicles for personal use. Any defective items and deficiencies shall be reported to the County prior to the completion of the shift by way of an incident report.

## **Section 3: Buildings/Structures**

The County will maintain in safe condition in accordance with the applicable mandates of federal, state and county law, all buildings, grounds, and structures where bargaining unit employees perform their job duties.

## **ARTICLE 34 – GENERAL TERMS**

This agreement shall be effective January 1, 2009~~13~~ and shall continue in full force and effect up to and including December 31, 2012~~17~~. 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 that it wishes to terminate the contract upon its fixed expiration.