



County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Resolution: 15-0137

File Number: 15-0137

Ratifying an Interest Arbitration Award

BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby ratify the Interest Arbitration Award, dated June 23, 2015, between the County of Lackawanna and the Lackawanna County Deputy Sheriff's Association. Contract term effective retro January 1, 2014 until December 31, 2017.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on July 1, 2015.

COUNTY OF LACKAWANNA


JIM WANSACZ



PATRICK M. O'MALLEY


EDWARD G. STABACK

ATTEST:


STEVEN M. BARCOSKI
INTERIM CHIEF OF STAFF

Approved as to form and legality:


DONALD J. FREDERICKSON, ESQUIRE
COUNTY SOLICITOR

In the Matter of the Arbitration Between)
Lackawanna County)
And)
Lackawanna County Deputy Sheriffs Assn.)
Interest Arbitration pursuant to Act 195)

INTEREST ARBITRATION AWARD

BEFORE

Alan A. Symonette, Esq.
Neutral Arbitrator

Turique Patrick
Arbitrator for the Union

Richard M. Goldberg, Esq.
Arbitrator for the County

Introduction

Pursuant to Act 195, the parties to this matter, Lackawanna County (“the County”) and Lackawanna County Deputy Sheriffs Association (“the Association”), bargained to impasse, as defined by the statute, regarding a successor labor agreement to the labor agreement that expired on December 31, 2013. The parties submitted issues in dispute to the above named arbitrators serving as the Board of Arbitration (“the Panel”). The Panel conducted evidentiary hearings on September 9 and 16, 2013 at County Council Chambers in Scranton, Pennsylvania. At the hearing,, both parties had an opportunity to present witnesses and documentary evidence and arguments in support of their respective positions.

Following the hearing, the Board met in executive session on May 12, 2014 and participated in a number of discussions from May 2014 through January 2015.

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

The Award will be effective upon execution by all of the panel members, except as specifically set forth in the Award. However, the salary and wage increases for 2014 will be made retroactive to January 1, 2014 and January 1, 2015 respectively. The increases to the health premium contributions by the employees will be effective January 1, 2016.

AWARD

The following articles of the Collective Bargaining Agreement are modified as follows:

1. **ARTICLE I - RECOGNITION**

- a. **Article 1 Section 2:** Add the following language: "Any references in the Collective Bargaining Agreement that does not specifically say full time or part time deputy is to be interpreted as a full time deputy."

2. **ARTICLE IX – SENIORITY**

- a. **Article 5:** Add the following language: "(j) In the case of Part Time Employees, voluntary failure to perform bargaining unit work for a period of 24 consecutive months." Re-letter accordingly.

3. **ARTICLE XI – GENERAL AND WORK CLOTHING, ETC.**

- a. **Section 2:** The Current Agreement shall be modified as follows: "The County shall annually issue a \$1,200.00 credit at a County approved vendor for each full time Deputy Sheriff, and will replace the items listed below with the schedule. The panel urges the Union Leadership and the Sheriff to meet and develop language to provide the Sheriff with oversight of the administration of the clothing allowance so that funds may be expended only for appropriate clothing and equipment for use by members of the bargaining unit."
- b. **Section 3:** Add the following language: "In order to receive the annual credit, an employee must be employed in the Sheriff's Department, at the time of payment."

4. **ARTICLE XII – WAGES**

- a. **Section 1:** The Current Agreement shall be modified as follows: "The straight – time hourly wage schedule in effect for 2013 shall be increased by three percent (3%) effective January 1, 2014. The straight time hourly wage schedule in effect for 2014 shall be increased by three (3%) effective January 1, 2015. The straight

time hourly wage schedule in effect for 2015 shall be increased by three and one-half (3.5%) effective January 1, 2016. The straight time hours wage schedule in effect for 2016 shall be increased by three (3.5%) effective January 1, 2017.

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

	<u>3%</u>		<u>3%</u>		<u>3.50%</u>		<u>3.50%</u>	
	<u>2014</u> <u>Hourly</u>	<u>2014 Annual</u>	<u>2015</u> <u>Hourly</u>	<u>2015 Annual</u>	<u>2016</u> <u>Hourly</u>	<u>2016 Annual</u>	<u>2017</u> <u>Hourly</u>	<u>2017 Annual</u>
<u>Hourly Step</u>								
<u>1 Start</u>	<u>\$17.37</u>	<u>\$36,120.86</u>	<u>\$17.89</u>	<u>\$37,204.49</u>	<u>\$18.51</u>	<u>\$38,506.65</u>	<u>\$19.16</u>	<u>\$39,854.38</u>
<u>2 (After 1 Year)</u>	<u>\$18.07</u>	<u>\$37,577.70</u>	<u>\$18.61</u>	<u>\$38,705.03</u>	<u>\$19.26</u>	<u>\$40,059.70</u>	<u>\$19.93</u>	<u>\$41,461.79</u>
<u>3 (After 2 Years)</u>	<u>\$18.79</u>	<u>\$39,077.38</u>	<u>\$19.35</u>	<u>\$40,249.70</u>	<u>\$20.03</u>	<u>\$41,658.44</u>	<u>\$20.73</u>	<u>\$43,116.48</u>
<u>4 (After 3 Years)</u>	<u>\$19.54</u>	<u>\$40,641.33</u>	<u>\$20.13</u>	<u>\$41,860.57</u>	<u>\$20.83</u>	<u>\$43,325.69</u>	<u>\$21.56</u>	<u>\$44,842.09</u>
<u>5 (After 4 Years)</u>	<u>\$20.31</u>	<u>\$42,248.13</u>	<u>\$20.92</u>	<u>\$43,515.57</u>	<u>\$21.65</u>	<u>\$45,038.62</u>	<u>\$22.41</u>	<u>\$46,614.97</u>
<u>6 (After 8 Years)</u>	<u>\$21.14</u>	<u>\$43,962.05</u>	<u>\$21.77</u>	<u>\$45,280.91</u>	<u>\$22.53</u>	<u>\$46,865.74</u>	<u>\$23.32</u>	<u>\$48,506.04</u>
<u>Corporals</u>	<u>\$21.93</u>	<u>\$45,611.70</u>	<u>\$22.59</u>	<u>\$46,980.05</u>	<u>\$23.38</u>	<u>\$48,624.35</u>	<u>\$24.20</u>	<u>\$50,326.20</u>
<u>Sergeants</u>	<u>\$22.74</u>	<u>\$47,304.19</u>	<u>\$23.42</u>	<u>\$48,723.32</u>	<u>\$24.24</u>	<u>\$50,428.63</u>	<u>\$25.09</u>	<u>\$52,193.64</u>

b. Section 2, The straight- time hourly wage to be paid to each part – deputy sheriff, as of 1/1/2014 shall be 85% of the straight – time hourly wage paid to an entry level full – time deputy sheriff who is employed and paid on a 40-hour per week basis, with the hourly wage rates for each year of the Agreement for part – time deputy sheriffs to be as follows:

Contract Year 1/1/2014	\$14.77
Contract Year 1/1/2015	\$15.20
Contract Year 1/1/2016	\$15.73
Contract Year 1/1/2017	\$16.29

5. **ARTICLE XIII – SHIFT DIFFERENTIAL**

- a. Section 1: Ament to read as follows: Effective 1/1/2016, the shift differential for the term of this Agreement shall be sixty five cents (\$.65) for employees working on the second shift and seventy cents (\$.70) for employees working on the third shift. Effective 1/1/2016, shift differential shall be applied to part time Deputy Sheriffs working on the above shifts.

6. **ARTICLE XIV – HOURS OF WORK – OVERTIME**

- a. Section 2: Replace the word “County” with the word “Sheriff.”
- b. Section 4: Amend as follows: “The Sheriff shall be the sole judge of the necessity for overtime. However, any deputy sheriff can work any 2 shifts in any 24 hour period including the first, second and third shift, unless the sheriff or his designee determines that they deputy cannot properly perform his/her duties because of working in a previous setting as it may affect the deputies’ health and/or stamina and could become a safety issue.”
- c. Section 5 (a): Amend as follows: “If any employee works more than forty (40) hours in one work week, the employee shall receive time and one-half (1.5) or equivalent time off from work at the employee’s discretion, for all hours worked in excess of the employee’s regularly scheduled work shift. The employee must make the election of overtime or compensatory time on a pay period basis.”
- d. Section 5 (d): Amend as follows: “Part time employees of the Sheriff’s Department who are required to work in excess of their normally scheduled shift as a result of an extension of the court day shall be compensated at time and one – half (1/2) the regular rate of pay for all hours thus worked.”
- e. Sections 5 (g) and (h): eliminate.

7. **ARTICLE XVIII-HEALTH AND WELFARE PROGRAM**

- a. Section 1: Amend as follows: “The County agrees to provide the existing health and welfare plan set forth in the following subsections, or for a plan which contains benefits equivalent to the existing plan. The employees’ contribution to health insurance coverage shall be as follows:
 - Effective January 1, 2016: \$45/month for single coverage; \$85/month for all other coverage.

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

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

- Section 1(c):** Employee and Dependent coverage for prescription benefits. Generic \$5.00, Non-formulary \$15.00, Formulary \$25.00.
- Section 2:** Amend as follows: "All full time employees will be entitled to health insurance coverage. Any change in health care providers must result in a plan equal to or better than the existing one, and must also provide for pre-existing conditions. The County shall continue to offer the one thousand dollar (\$1000) buyout of medical insurance for the term of the agreement.

8. **ARTICLE XXXII EDUCATIONAL COST REIMBURSEMENT**

- Section 3:** Amend as follows: "A currently employed Deputy Sheriff whose application for reimbursement has been approved shall be reimbursed up to fifty (50%) of the tuition of the approved course upon his/her presentation of his/her transcript to the Sheriff showing successful completion thereof: a grade of C or higher; and his/her tuition receipt. The maximum tuition reimbursement available to any Deputy Sheriff in any semester shall not exceed one thousand dollars (\$1000.00)."

9. **ARTICLE XXXIV BARGAINING UNIT SAFETY [NEW ARTICLE]**

- Add the following language: "The County shall provide the members of the bargaining unit with safe, healthy working conditions as reasonably possible. The failure of the County to provide for safe, healthy working conditions for the members of the bargaining unit shall be considered to be a violation of the contract that may be pursued in the grievance and arbitration procedures contained herein."

10. **ARTICLE XXXV DURATION**

- Add the following language: "This contract represents a complete and final understanding of all bargaining issues between the County and the Union and it shall be effective as of January 1, 2014 and remain in full force and effect until

December 31, 2017 and thereafter from year to year, unless at least (90) days prior to said expiration date, or any anniversary thereof either party shall notify the other in writing of its intent to reopen or terminate said contract.”

All remaining terms and conditions of employment not expressly modified by this Award or previously agreed to by the parties 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.



Alan A. Symonette
Neutral Arbitrator and Panel Chair
Dated: June 23, 2015

Richard M. Goldberg, Esq.
County-Appointed Arbitrator

Tuique Patrick, Union President
Union-Appointed Arbitrator

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

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June 29, 2015

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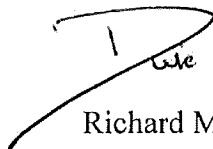
RE: Lackawanna County
Deputy Sheriff Collective Bargaining
Our File No. 22428-160

Dear Larry:

Attached is a copy of the final Award in the above-referenced matter. I have not signed it and neither has Turique Patrick. If you want me to file any concurring opinion concerning the 1620 rights, please give me your suggested text. I do not believe that any of the Award or changes in the collective bargaining agreement have infringed on the Sheriff's rights.

Please let me know within the next few days if you wish me to consider any concurring opinion.

Sincerely,



Richard M. Goldberg

RMG/bg
Enclosure

cc: Donald J. Frederickson, Jr., Esquire, via email: donald_frederickson@yahoo.com
Brian Loughney, via email: loughneyb@lackawannacounty.org