



County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Resolution: 18-0034

File Number: 18-0034

Approving the AFSCME Collective Bargaining Agreement

BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby approve the Collective Bargaining Agreement and enters into a Memorandum of Understanding with AFSCME District Council 87 for the Lackawanna County Prison employees, to commence January 1, 2018 and expire on December 31, 2022.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on February 7, 2018.

COUNTY OF LACKAWANNA



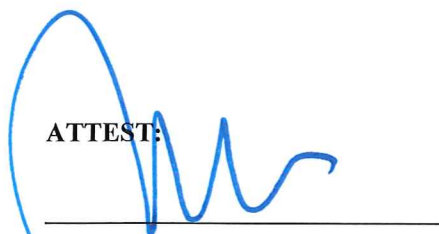
PATRICK M. O'MALLEY



LAUREEN A. CUMMINGS



JERRY NOTARIANNI



ANDREW M. WALLACE

CHIEF OF STAFF
Approved as to form and legality:



JOHN J. BRAZIL, JR.
COUNTY SOLICITOR

Article 1- Management Rights

Section 2. The County shall have the right to hire up to thirteen (13) qualified 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 are previously employed by Lackawanna County. If it is unable to do so, the County may hire other individuals, provided they are certified and trained under existing Pennsylvania Department of Correction Standards.

Union: _____

County: _____

Mediator: _____

Date: _____

Prison:

- 3% for 5 years
- 1/1/18 - 12/31/22
- No change in healthcare

American Federation of State, County & Municipal Employees, AFL-CIO

McEntee-Keller Labor Center
1258 O'Neill Highway, Dunmore, PA 18512
Phone (570) 961-5394 FAX (570) 961-1706



Director Kerri Gallagher

Memorandum of Understanding

AFSCME District Council 87 Local 2736 Successor Agreement

County of Lackawanna

The following are tentative agreements to changes to the Collective Bargaining Agreement between AFSCME District Council 87, Local 2736 and Lackawanna County. All changes are subject to ratification by the membership of Local 2736 and approval of the Lackawanna County Board of Commissioners.

Agreement; Change date from January 1, 2018 to December 31, 2022.

Recognition; Changes

Section 1 - Delete (and one regular part-time employee) and (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 - Delete (and regular part-time) (the one regular part-time employee).

Article 1 - Management Rights - No Change to Current Contract Language.

Article 2 - Strike Pledges - No Change to Current Contract Language.

Article 3 - Non-Discrimination - No Change to Current Contract Language.

Article 4 - Check off - No Change to Current Contract Language.

Article 5 - Union Security - No Change to Current Contract Language.

Article 6 - Union Business – Changes

Section 1 Change Steward to Representative.

Article 7 - Union Visitation- Bulletin Board - No Change to Current Contract Language.

Article 8 - Seniority and Probationary Periods - Changes


Delete (F) (The one regular part-time employee shall earn seniority on a pro-rated basis. Seniority shall not accumulate during periods of layoffs or unpaid leaves of absence).

Section 2 - Add (changes classification within the Bargaining Unit).

Article 9 - Assignment of Work Temporary Transfers - Changes.

Section 2 - Delete (work) Add, An Employee will have the option to be mandated on the fifth (5th) scheduled day.

Delete (In an emergency or change in the court's operating schedule, the County shall be permitted to modify a shift).

ETS
9-19-17


Article 10 - Layoffs No Change to Current Contract Language.

Article 11 - Sick Leave - Changes

Section 1 - Delete (before the date that this Award is issued); Add, Employees hired after January 1, 2018 will earn 20 Sick days but will only be permitted to anticipate 10 Sick days.

Section 2 - Current Contract Language.

Section 3 – Delete (Employees scheduled to work the 7:00 am to 3:00 pm shift must notify the shift commander/director one hour prior to the shift; employees scheduled to work the 3:00 pm to 11:00 pm and 11:00 pm to 7:00 am shift must notify the shift commander/director two hours prior to the shift.); Add, All employees must notify the shift commander/director one (1) hour prior to the start of their shift.

Section 4 - Delete (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 non abusive.).

Article 12 - Personal Leaves of Absence, No Change to Current Contract Language

Article 13 - General Leave – Changes

Section 2 - Delete (by the lineal rather than the collateral descent); Add two days.

Section 6 - Union Leave - Add (10) days.

Article 14 - Job Evaluation and Classification - No Change to Current Contract Language.

Article 15 - Promotions and Transfers - No Change to Current Contract Language.


Article 16 – Holidays – Changes

Section 1 - (not be denied if requested two hours before the scheduled shift, and thirty days in advance and staffing allows).

Section 2 - Change (Good Friday to Easter) Delete (The one regular part-time employee shall receive one and one half (1 ½) times the rate of pay for holidays worked).

Article 17 – Vacation – Changes

Section 1, Delete (and employee will move to the appropriate plateau on their anniversary date and vacation will be prorated.)

ETS -
9-19-17


Section 3 - The County was getting back to the Union about buying back Vacation to avoid overtime.

Section 4 – Delete.

Article 18 - Health Insurance - No Change to Current Contract Language.

Article 19 - Life and Accident Insurance – Changes

Section 1 - (B) County to provide Language for any life lost on the Job to increase up to 200,000.

Section 3 - Delete (18) Change it to (26) to inline with the ACA.

Article 20 - Salary and Overtime – Changes

B. Overtime - Delete (solely); Add 9 (Female CO's that complete their second trimester shall be exempt from the overtime procedure if they choose.)

Delete C.

D. Shift Differential Add .70, 3:00 pm to 11:00 pm and .80 to 11:00 pm to 7:00 am shifts.

Add E Mandate Clause.

1. To get credit for a mandate the following must be met;
 - a. Work the required shift required by management.
 - b. Off on personal, vacation or bereavement leave and would have been mandated on a rotational basis.
2. Management agrees to discuss a MOU if the mandates are occurring due to Management error.

F. Call Time New Language.

1. Employees who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked for a minimum of four hours.

Salary Adjustments are as follows;

3% January 1, 2018

3% January 1, 2019

3% January 1, 2020

3% January 1, 2021

3% January 1, 2022

Article 21 - Lunch Period - No Change to Current Contract Language.

Article 22 – Uniforms – Changes

Add Community Corrections also add Reception Secretary.

Article 23 – Pension - No Change to Current Contract Language.

Article 24 – Discipline – Changes

3. (All written reprimands shall be removed from employees file after nine (9) months and suspensions shall be removed after eighteen (18) months.

E. County was getting back to the Union on a M2 or higher.

Section 7 - Delete

Article 25 - Grievance Procedure - No Change to Current Contract Language.

Article 26 - Sale or Lease of Jail - No Change to Current Contract Language.

Article 27 - Sub-Contract Work and Successors - No Change to Current Contract Language.

Article 28 - Separability - No Change Current Contract Language.

Article 29 - Miscellaneous Provisions – Changes

6. Add (armed)

Article 30 - Tuition Reimbursement - No Change to Current Contract Language.

Article 31 – Training - No Change to Current Contract Language.

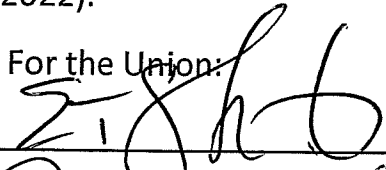
Article 32 - Drug Testing – Changes

The County agrees to come up with a MOU with the negotiating committee.

Article 33 - Health and Safety - No Change to Current Contract Language.

Article 34 - General Terms - Change dates (January 1, 2018 and December 31, 2022).

For the Union:



Pate Zelinski
Ben Yenor

Robert Cornell

Al S

Cordell Cherburn

Mub Sallah

Kari Dyller

For the County:

