



County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Resolution: 18-0206

File Number: 18-0206

Accepting an Arbitration Award

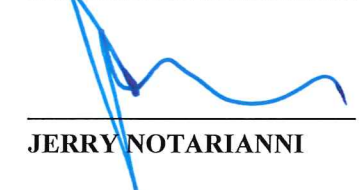
BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby accept the Arbitration Award for the Lackawanna County Departments of Adult Probation, Juvenile Probation and Domestic Relations, for the dates of January 1, 2018-December 31, 2021.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on October 3, 2018.

COUNTY OF LACKAWANNA


PATRICK M. O'MALLEY


LAUREEN A. CUMMINGS


JERRY NOTARIANNI

ATTEST:


DONALD J. FREDERICKSON, ESQ.
ACTING CHIEF OF STAFF

Approved as to form and legality:


JOHN J. BRAZIL, JR.
COUNTY SOLICITOR

COMMONWEALTH OF PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF THE ARBITRATION BETWEEN

**LACKAWANNA COUNTY ADULT AND
JUVENILE PROBATION AND
DOMESTIC RELATIONS SECTION
EMPLOYEES ASSOCIATION**

-AND-

COUNTY OF LACKAWANNA

ACT 195 INTEREST ARBITRATION

CASE NO. PERA-A-17-44-E

ARBITRATION REPORT

APPOINTED: March 31, 2017

ARBITRATOR: John C. Alfano

COUNTY ARBITRATOR Matthew J. Carmody
Joyce, Carmody & Moran, P.C.
9 N. Main Street, Suite 4
Pittston, PA 18640

UNION ARBITRATOR: Stephen J. Holroyd, Esq.
Jennings Sigmond, P.C.
1835 Market Street, Suite 2800
Philadelphia, PA 19103

PRELIMINARY STATEMENT

The **UNDERSIGNED** Arbitrator, appointed by the Pennsylvania Labor Relations Board ("Board"), pursuant to Act 88 of 1992, conducted an interest arbitration hearing on, October 31, 2017, from 9:00 a.m. to 3:30 p.m. with Lackawanna County Adult and Juvenile Probation and Domestic Relations Section Employees Association ("Union") and the County of Lackawanna ("County") at the Lackawanna County Administrative Office, 200 Adams Avenue, Scranton, Pennsylvania. The following people were in attendance (in alphabetical order):

1. Gary DiMattia, for the Union
2. Thomas Durkin, CFO, for the County
3. Dan Ebersole, for the Union
4. Ryan Griffiths, For the Union
5. Justin MacGregor, HR Director, for the County

The Arbitrators had two executive sessions on November 22, 2017 and January 29, 2018. As a result of those meetings, the following Award is issued.

BACKGROUND

The County was created in 1878 having been carved out of Luzerne County. It is Pennsylvania's last county to be created. There are 40 incorporated and three unincorporated communities including Scranton. The County, which has a home rule charter, is designated as a third class county based upon its 214,500 population.

There are three members of the Board of Commissioners ("Board") who have both legislative and executive responsibilities. The County also has other officials, commonly called row offices, who are independent of the Board. The offices include sheriff, district attorney, clerk of courts, register of wills, clerk of the orphans' court, recorder of deeds, treasurer, controller, auditors, and jury commissioners. Row offices have supervisory control over employees, including employees in this bargaining unit, exclusive of the Collective Bargaining Agreement ("CBA"), given to them under the Pennsylvania Constitution and Section 1620 of the County Code. By letter dated November 9, 2017, submitted by Court Administrator Frank P. Castellano, Esq. on behalf of the County's Court of Common Pleas President Judge, the Court reiterated its reserved rights under Section 1620 as relates to this Arbitration. See November 9, 2017 letter from Court Administration, attached as Exhibit A.

The parties' labor management relations are governed by the CBA for the period of January 1, 2014 and expired on December 31, 2017. The Union currently represents approximately 75 member employees in a bargaining unit for full-time and regular employees working in the juvenile probation officer, adult probation officer, and domestic relations officer

general classifications. Their experience ranges from 1 to 40 years with a significant number with more than 15 years of experience.

During the Arbitration, the parties presented data, testimony, and argument to support their positions on the issues. After considering those presentation, the Arbitrators submit the following Award on the remaining Open Issues.

1. Article 7, Seniority
2. Article 9 - Hours of Work – Overtime (Flex Time)
3. Article 9 – On Call
4. Article 16 - Holidays
5. Article 21 – Health Care
6. Article 29 – Wages (includes Appendix 1, Wage Scales)
7. Article 32 – Educational Cost Reimbursement
8. Article 35 – Clothing Reimbursement
9. Article 37 – Term of the Agreement

AWARD

NOTE: Substantive changes by the majority Arbitrators are in *bold italics*.

I. Article 7 – Seniority

Award:

Section 1 b. Any employee who transfers from any County office or department into the Adult Probation Officer position, the Juvenile Probation Officer position or the Domestic Relations Officer position, including any of the sub-titles for these positions in Article 8 of the contract, shall be paid the starting salary of an Adult Probation Officer, a Juvenile Probation officer, or a Domestic Relations or any of the positions named in Article 8 of the Contract.

This Section does not apply to internal transfers between either of the three (3) departments of the

Association, i.e., an employee who transfers from the Adult Probation Officer position, the Juvenile Probation Officer position or the Domestic Relations Officer position, including any of the sub-titles for these positions in Article 8 of the Contract, and into either the Adult Probation Officer position, the Juvenile Probation Officer position or the Domestic Relations Officer position, including any of the sub-titles for these positions in Article 8 of the Contract.

2. Article 9 - Flex Time Award:

Section 4: Where necessary for the fulfillment of an Officer's duties, *each Domestic Relations Employee, Adult Probation Officer, and Juvenile Probation Officer* shall have the right, providing they have the prior permission of the Chief or Deputy Chief, to vary his or her normal work day and starting and quitting times for the following purposes:

- (1) to meet with clients;
- (2) to conduct urine analysis;
- (3) to conduct home visits and home studies; or
- (4) where the officer's hours are varied by the Courts.

3. Article 9 - On Call Award:

The existing Article 9, Section 7 shall be replaced by the following On Call rate schedule:

Section 7: The stipends for the primary and secondary on-call Officers also shall be applicable to Adult and Juvenile Officers at the following rates effective on the dates specified:

	<u>Primary</u>	<u>Secondary</u>
effective date	weekly rate	weekly rate
1/1/18	\$750.00	\$450.00
1/1/19	\$750.00	\$450.00
1/1/20	\$850.00	\$500.00
1/1/21	\$900.00	\$550.00

In addition to receipt of on-call pay, when employees who are on call are required to perform work at the end of their regular work day, they shall be compensated at time and one-half their regular rate of pay for all hours worked in accordance with Section 5, above.

4. Article 16 -Holidays

Effective January 1, 2018, all bargaining unit employees will receive Christmas Eve as a paid holiday.

5. Article 21 - Health Care

Award:

Article 21 shall be amended to reflect the following:

The current health care benefits provided in the expired CBA shall remain in place for the duration of the 2018-2021 CBA except for the following prescription drug co-payments: *\$5.00 for generics, \$15.00 for formulary drugs, and \$25.00 for non-formulary drugs.*

6. Article 29 – Wages and Longevity

Generally, the total increase for wages in 2018 is 2.5% in addition to the average \$1600 per person hired on or after January 1, 1998. For 2019, 2020, and 2021, the overall increase is approximately 3.5% for each year distributed on a new scale for employees hired on or after January 1, 1998. The following reflects those changes and increases.

Award:

Replace the existing language in the Sections 1, 2, 3, 4, 5 & 6 with the following sections and language:

Section 1. The salary for employees hired before January 1, 1998, is adjusted as specified in Appendix 1.

Section 2. The salary for employees hired on or after January 1, 1998, is adjusted as follows and specified in Appendices 2, 3, and 4:

- Effective 1/1/18: increase their 2017 individual pay rates by 2.5% after the equity payment averaging \$1600 is distributed, all according to the County's proposal. (refer to Appendix 2)
- Effective 1/1/19: employees will be placed on the wage scale in accordance with the placement schedule in Appendix 3. They shall progress from that point, one (1) step for each year of experience in 2020, and 2021 on their anniversary date of hire (seniority date) on the Wage Scales in Appendix 4.

Section 3. New Hires

- Effective 1/1/18: during 2018, newly hired employees will be paid at the \$36,000 rate of pay, and in 2019, they shall be placed on the 2019 pay scale at step 2 on their anniversary date of hire. Thereafter, they shall progress on the wage scale in effect, one (1) step for each year of experience on their anniversary date of hire.
- Effective 1/1/20: employees hired on or after 1/1/20 shall be placed on the wage scale in effect at step 1, and shall progress from that step on the wage scale in effect, one (1) step for each year of experience on their anniversary dates of hire.

Section 4. (Replaces Section 6) Employees shall receive annual longevity pay in the according to the following schedule:

<u>Years of Experience</u>	<u>Rate/Year</u>
23 - 25	\$ 800.00
26 - 28	\$ 900.00
29 - 30	\$1,000.00
31 - 33	\$1,100.00
34 and each year after	\$1,200.00

Longevity will be paid in a single payment in the first pay period in January of each year of eligibility.

Section 5. (Replaces Section 7) Should an Adult and Juvenile Probation Officer I or a Domestic Relations Hearing Officer be promoted to Probation or Hearing Officer II, said employee shall receive an increase of one thousand dollars (\$1,000.00). **Effective January 1, 2018, said increase will be paid in a single payment in the first pay period in January of each year of eligibility. Said moneys shall be paid annually, but shall not be incorporated into the employee's base wage rate.**

**7. Article 32 – Educational Cost
Reimbursement**

~~Section 5. There shall be a one-time increase of one thousand dollars (\$1,000.00) to the base rate salary of any individual receiving a Master's Degree after January 1, 2015. Individuals who currently have a Master's Degree shall also receive this one-time increase of one thousand dollars (\$1,000.00) effective January 1, 2015.~~

Should an employee attain a Master's Degree, said employee shall receive an increase of one thousand dollars (\$1,000.00). Individuals must present proof of receipt of the Master's Degree to the County in order to receive the increase.

Effective January 1, 2018, said increase will be paid in a single payment in the first pay period in January of each year of eligibility. Said moneys shall be paid annually, but shall not be incorporated into the employee's base wage rate

8. Article 35 – Clothing

Allowance Award:

Article 35, shall be amended to reflect the following changes:

The County shall provide an annual payment of two hundred dollars (\$200) for clothing reimbursement and maintenance, *and, effective 1/1/2020, the annual payment shall be \$350. In addition, said payments will be made as part of regular payroll checks.*

9. Article 37 – Duration Award:

Article 37 shall be modified as follows:

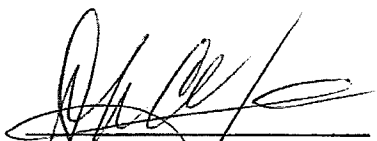
The Agreement shall be in effect retroactive, from *January 1, 2018 and shall expire on December 31, 2021.*

Summary

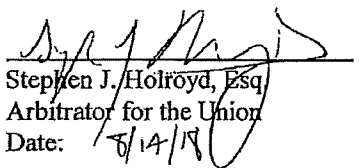
We want to thank the parties for their patience, assistance, and complete presentations that enabled us to reach this Award.

The remaining terms and conditions of employment not expressly modified by this Award shall remain as in the expired January 1, 2014 - December 31, 2017 CBA and shall continue through December 31, 2021.

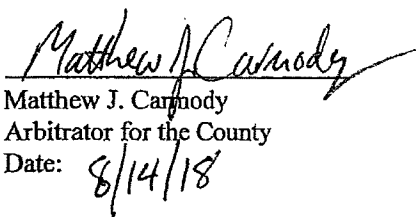
The Arbitrators' signatures below attest that the contractual changes herein represent a majority opinion and Award on each issue.



John C. Alfano, Arbitrator
Date: 8/24/18



Stephen J. Holroyd, Esq.
Arbitrator for the Union
Date: 8/14/18



Matthew J. Carnody
Arbitrator for the County
Date: 8/14/18

Appendix 1
2018 - 2021 Wages - Employees hired before 1/1/1998

<u>Employee</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
A. Hill	\$61,561.50	\$62,669.61	\$63,734.99	\$64,818.49
V. Black	\$57,845.88	\$58,887.10	\$59,888.18	\$60,906.49
P. Duffy	\$61,302.18	\$62,405.61	\$63,466.51	\$64,545.44
L. Boettger	\$61,302.18	\$62,405.61	\$63,466.51	\$64,545.44
K. Chichura	\$61,574.83	\$62,683.17	\$63,748.79	\$64,832.52
A. Munley	\$63,379.85	\$64,520.69	\$65,617.54	\$66,733.04
J. Yarema	\$63,531.55	\$64,675.12	\$65,774.59	\$66,892.76
T. Mackrell	\$63,574.60	\$64,718.94	\$65,819.16	\$66,938.09
D. Walsh	\$64,300.30	\$65,457.71	\$66,570.49	\$67,702.18
J. Cadden	\$64,907.00	\$65,907.00	\$66,907.00	\$67,907.00
E. Eiden	\$64,826.13	\$65,993.00	\$67,114.88	\$68,255.83
B. Burge	\$67,057.55	\$68,264.59	\$69,425.08	\$70,605.31
C. Cummings	\$66,898.00	\$67,898.00	\$68,898.00	\$69,898.00
K. McAndrew	\$68,944.00	\$69,944.00	\$70,944.00	\$71,944.00
A. Brezinski	\$69,247.98	\$70,494.44	\$71,692.84	\$72,911.62
E. Adams	\$70,655.00	\$71,655.00	\$72,655.00	\$73,655.00
B. Hazzouri	\$71,596.00	\$72,596.00	\$73,596.00	\$74,596.00



Appendix 2
2018 Wages - Employees Hired after 1/1/1998

<u>Name</u>	<u>Wage</u>	<u>Name</u>	<u>Wage</u>
C. Tolan	\$37,714.88	K. Gownley	\$46,158.83
M. D'Angelo	\$37,714.88	M. Witkowski	\$45,512.05
D. Rosano	\$37,714.88	C. Davis	\$45,512.05
M. D'Angelo	\$37,714.88	S. Kearney	\$47,540.53
D. Lopez-Rosario	\$37,714.88	M. Garvey	\$48,172.95
M. Hallinan	\$37,714.88	W. Kearney	\$49,697.13
T. Langan	\$39,462.50	J. Priorelli	\$49,816.03
J. Hopkins	\$39,462.50	J. Colachino	\$49,816.03
B. Lewis	\$39,462.50	K. Owens	\$49,816.03
J. Gianacopoulos	\$39,950.00	J. Spiegel	\$50,226.03
S. McDonald	\$39,950.00	K. Gaughan	\$51,465.25
R. Rachilla	\$39,950.00	N. Bittenbender	\$51,956.23
J. Alers	\$39,968.85	R. Zeiler	\$52,194.03
E. Walsh	\$39,968.85	T. Kase	\$52,194.03
C. Loman	\$39,968.85	N. Gabello	\$52,194.03
G. Dempsey	\$39,968.85	G. DiMattia	\$52,194.03
B. Riviello	\$41,364.75	A. Krouchick	\$52,359.05
J. Zech	\$42,240.00	N. Leonori	\$53,394.70
N. Gomez	\$42,294.00	M. Pavlowski	\$53,394.70
M. Ackroyd	\$42,291.50	L. Brudnicki	\$53,394.70
B. Davis	\$43,620.93	L. MacDonald	\$54,563.83
A. Pisa	\$ 44,810.95	A. Corrigan	\$54,563.83
K. Keib	\$44,765.85	S. Roche	\$57,302.63
K. Castellani	\$44,765.85	D. Ebersole	\$57,302.63
J. Ofcharsky	\$45,512.05		
R. Griffiths	\$45,512.05		
M. Kristyniak	\$45,527.43		
M. Santarelli	\$45,634.03		
		2018 New Hires	
		D. Avviso	\$36,000.00
		P. Paduls	\$36,000.00
		T. Walsh	\$36,000.00
		Cadugan. C	\$36,000.00

Appendix 3

2019 Wages/Annual Steps - Employees Hired On or After 1/1/1997- 1998

MSC
MM

<u>Name</u>	<u>2019 Step</u>	<u>2019 Wage</u>	<u>2020 Step</u>	<u>2021 Step</u>
C. Cadugan	2	\$37,450.00	3	4
D. Avviso	2	\$37,450.00	3	4
P. Paduls	2	\$37,450.00	3	4
M. D'Angelo	4	\$39,450.0	5	6
D. Rosario	4	\$39,450.00	5	6
C. Tolan	4	\$39,450.00	5	6
M. D'Angelo	4	\$39,450.00	5	6
D. Lopez-Rosario	4	\$39,450.00	5	6
M. Hallinan	4	\$39,450.00	5	6
T. Langan	5	\$40,450.00	6	7
J. Hopkins	5	\$40,450.00	6	7
B. Lewis	5	\$40,450.00	6	7
J. Gianacopoulos	6	\$41,450.00	7	8
R. Rachilla	6	\$41,450.00	7	8
S. McDonald	6	\$41,450.00	7	8
J. Alers	6	\$41,450.00	7	8
E. Walsh	6	\$41,450.00	7	8
C. Loman	6	\$41,450.00	7	8
Dempsey	6	\$41,450.00	7	8
B. Riviello	7	\$42,450.00	8	9
M. Ackroyd	8	\$43,450.00	9	10
J. Zech	8	\$43,450.00	9	10
N. Gomez	8	\$43,450.00	9	10
B. Davis	10	\$45,450.00	11	12
K. Keib	11	\$46,450.00	12	13
K. Castellani	11	\$46,450.00	12	13
A. Pisa	11	\$46,450.00	12	13
J. Ofcharsky	12	\$47,450.00	13	14
R. Griffiths	12	\$47,450.00	13	14
M. Kristyniak	12	\$47,450.00	13	14
M. Santarelli	12	\$47,450.00	13	14
K. Gownley	12	\$47,450.00	13	14
M. Witkowski	12	\$47,450.00	13	14
C. Davis	12	\$47,450.00	13	14
S. Kearney	14	\$49,450.00	15	16
M. Garvey	14	\$49,450.00	15	16
W. Kearney	16	\$52,050.00	17	18
J. Priorelli	16	\$52,050.00	17	18
J. Colachino	16	\$52,050.00	17	18
K. Owens	16	\$52,050.00	17	18

MM

J. Spiegel	16	\$52,050.00	17	18
K. Gaughan	17	\$53,550.00	18	19
N. Bittenbender	17	\$53,550.00	18	19
R. Zeiler	17	\$53,550.00	18	19
T. Kase	17	\$53,550.00	18	19
N. Gabello	17	\$53,550.00	18	19
G. DiMattia	17	\$53,550.00	18	19
A. Krouchick	18	\$55,050.00	19	20
N. Leonori	18	\$55,050.00	19	20
M. Pavlowski	18	\$55,050.00	19	20
L. Brunicki	18	\$55,050.00	19	20
L. MacDonald	19	\$56,550.00	20	20
A. Corrigan	19	\$56,550.00	20	20
D. Ebersole	20	\$62,500.00	20	20
R. Roche	20	\$62,500.00	20	20

NR

Appendix 4
Wage Scales – Employees Hired On or After 1/1/1997

1998 *MJC*
ML

Step	<u>2019</u>	<u>2020</u>	<u>2021</u>
1	\$ 36,450.00	\$ 36,925.00	\$ 37,515.00
2	\$ 37,450.00	\$ 37,925.00	\$ 38,515.00
3	\$ 38,450.00	\$ 38,925.00	\$ 39,515.00
4	\$ 39,450.00	\$ 39,925.00	\$ 40,515.00
5	\$ 40,450.00	\$ 40,925.00	\$ 41,515.00
6	\$ 41,450.00	\$ 41,925.00	\$ 42,515.00
7	\$ 42,450.00	\$ 42,925.00	\$ 43,515.00
8	\$ 43,450.00	\$ 43,925.00	\$ 44,515.00
9	\$ 44,450.00	\$ 44,925.00	\$ 45,515.00
10	\$ 45,450.00	\$ 45,925.00	\$ 46,515.00
11	\$ 46,450.00	\$ 46,925.00	\$ 47,515.00
12	\$ 47,450.00	\$ 47,925.00	\$ 48,515.00
13	\$ 48,450.00	\$ 48,925.00	\$ 49,515.00
14	\$ 49,450.00	\$ 49,925.00	\$ 50,515.00
15	\$ 50,450.00	\$ 50,925.00	\$ 51,515.00
16	\$ 52,050.00	\$ 52,525.00	\$ 53,115.00
17	\$ 53,550.00	\$ 54,025.00	\$ 54,615.00
18	\$ 55,050.00	\$ 55,525.00	\$ 56,115.00
19	\$ 56,550.00	\$ 57,025.00	\$ 57,615.00
20	\$ 62,500.00	\$ 63,600.00	\$ 64,800.00

ML

Exhibit A



OFFICE OF THE COURT ADMINISTRATOR

45th JUDICIAL DISTRICT

FRANK P. CASTELLANO
Court Administrator

STACEY E. HARRIS
Deputy Court Administrator

LACKAWANNA COUNTY COURTHOUSE 200
NORTH WASHINGTON AVENUE
SCRANTON, PENNSYLVANIA 18503

570-963-6773
FAX 570-963-6477

CLAIRE CZAYKOWSKI
Family Court Administrator

JEFFREY J. McLANE
Special Courts Administrator

Mr. Justin MacGregor
Deputy Director
Human Resources
Lackawanna County
200 Adams Avenue
Scranton, PA 18503

November 9, 2017

RE: Proposed Collective Bargaining Agreement and the Court's Objections

Dear Justin,

Lackawanna County Court of Common Pleas President Judge Michael J. Barrasse wishes to inform the County of various objections the Court has regarding the proposed Collective Bargaining Agreement (CBA) as it relates to all departments and employees under the supervision of the President Judge.

The Court takes issue with certain non-economic contract provisions that infringe upon the Court's rights under the Pennsylvania Constitution and Section 1620 of the County Code. As such, the President Judge asks that this letter be attached to the award to expressly reserve the Court's 1620 Rights, and to memorialize the Court's objections to the contract. The Court's objections are as follows:

- 1) Article 2. This provision should contain a "Reservation of Rights" provision regarding the Court's 1620 Rights.

- 2) Article 5, Section 1. "With the prior approval of the respective department head..." is a sentence that intrudes into the Court's supervision powers. Further, this section also contemplates the existence of grievance procedures which will always intrude into the Court's hire, fire and supervise powers. The President Judge should have the power to approve in the President Judge's "exclusive discretion."
- 3) Article 7, Section's 3 to S. These sections specifically limit the Court's hire and fire powers.
- 4) Article 9, Section 2. "The County retains the sole and exclusive right to determine work schedules, the number of shifts required, and the necessity for overtime." This section limits the Court's ability to manage its employees and the needs of its departments. The Court should retain the sole and exclusive rights to make these decisions.
- 5) Article 14. The Unified Judicial System of Pennsylvania (UJS) Policy on Non-Discrimination and Equal Employment applies to all County paid, Court employees. This policy supersedes any County policy. A reference to the UJS policy should be added here.
- 6) Article 15. We object to this article in its entirety. This article, in section 1, dictates to the Court that it cannot discipline or discharge without "just cause." It then goes on to layout a stepped progressive discipline policy which an arbitrator will construe as he sees fit; which violates the Court's hire, fire and supervision powers.
- 7) Article 16, Section 4. "No County employee covered by this Agreement shall be required to work on any of the holidays..." This provision restricts the Court's ability to manage and supervise its employees based on the operational needs of its departments; by way of example "on call" or emergency situations which may arise.
- 8) Article 20, Section 6. "The County will, upon request, consider special extensions of sick leave..." The President Judge should have the final say over whether sick leave should be extended for Court employees.
- 9) Article 26, Section 2. Personal leaves of absence for Court employees should be approved by the President Judge and not the County Human Resources department.
- 10) Article 28. We object to this article in its entirety in that it violates the Court's hire, fire and supervision powers.
- 11) Article 33. We object to this article in its entirety. The prevailing policy that should be used regarding the issues of drugs and alcohol as it relates to all Court employees is the UJS Code of Conduct.

Sincerely,

/s/

Frank P. Castellano, Esq.
Court Administrator

Cc: Honorable Michael J. Barrassé, President Judge