



# County of Lackawanna

Lackawanna County  
Administration Building  
200 Adams Avenue  
Scranton, Pennsylvania  
18503

## Certified Copy

Resolution: 18-0069

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**File Number: 18-0069**

Entering into a Memorandum of Agreement

**BE IT RESOLVED**, that the Board of Commissioners of Lackawanna County does hereby enter into a Memorandum of Agreement by and between the County of Lackawanna and the Service Employees International Union AFL-CIO, Local 668 (SEIU), to commence January 1, 2017 and expire on December 31, 2020.

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

held on March 21, 2018.

**COUNTY OF LACKAWANNA**

  
\_\_\_\_\_  
**PATRICK M. O'MALLEY**

  
\_\_\_\_\_  
**LAUREN A. CUMMINGS**

  
\_\_\_\_\_  
**JERRY NOTARIANNI**

**ATTEST:**

  
\_\_\_\_\_  
**ANDREW M. WALLACE**  
**CHIEF OF STAFF**

**Approved as to form and legality:**

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

# CONTRACT AGREEMENT

By and Between

THE COUNTY OF  
LACKAWANNA  
AREA AGENCY ON AGING

And

THE SERVICE EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO, LOCAL 668

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January 1, 2017

To

December 31, 2020

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## **ARTICLE 1. - RECOGNITION**

**Section 1:** The County of Lackawanna, hereinafter referred to as the "County," pursuant to Section 606 of the Public Employee Relations Act 195, hereby recognizes the Service Employees International Union, 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.

**Section 2:** The Union's bargaining unit shall include all eligible Employees under the Pennsylvania Public Employees Relations Act 195-1970 as per PLRB NISI Order of Certification dated 8-10-73 in case number PERA-R-2445-C and PERA-R-2446-C and NISI Order of clarification dated 8-11-74 in case number PERA-U-5369-U and PERA-R-2445-C; and NISI Order of Clarification dated 12-4-84 in case number PERA-U-84-311 E; and shall specifically exclude all Employees in first level supervisory positions, supervisory positions or management positions, in accordance with the stipulation entered into by and between the County and the Union in case number PERA-U.

**Section 3:** It is agreed by both parties, that should the County at any time, after the Agreement is executed, add or create any additional departments, eligible to be included in the bargaining unit, then they shall be part of this agreement.

**Section 4:** 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 are, therefore, aware that adequate means must be established for minimizing them and providing for their resolution. The County and the Union agree that the overall policy may be best accomplished by negotiation in good faith and entering into written agreements evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the County and its Employees and to insure to the public orderly and uninterrupted services.

## **ARTICLE 2. - MANAGEMENT RIGHTS**

A. The Union recognizes that an area of responsibility must be reserved to the County Commissioners and Departmental Heads if county government is to function effectively. In recognition of this principle, it is

agreed that the following responsibilities of management are not subject to the collective bargaining process and are inherent management rights:

1. The determination of the governmental services to be rendered to the citizens of Lackawanna County.
2. The functions and programs of Lackawanna County.
3. The standards of services performed by the County for the citizens of the County.
4. The determination of Lackawanna County's financial, budgetary, accounting and organization policies and procedures.
5. The utilization of technology and the selection and direction of personnel.
6. The continuous overseeing of personnel policies, procedures and programs of county personnel within county government.

B. Unless specifically limited by the written provisions of this agreement, the County shall continue to have the exclusive right to take any action it deems appropriate in the management of the County and direction of the work force in accordance with its judgment. All management rights, functions, powers, privileges and authority which the County did not specifically modify or restrict by a written provision of this agreement are retained and vested exclusively in the County and are not subject to arbitration under this agreement.

### **ARTICLE 3. - 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 his/her membership in the Union, provided that such Employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this agreement by mailing said resignation, via certified mail, to both the Union and the Human Resources Office with return receipt requested. The payment of dues and assessments while a member shall be the only requisite condition of employment.

**Section 2:** The Union shall indemnify and save the County harmless from any action arising out of or resulting from this Article.

**Section 3:** The names of new Employees shall be furnished to the Union within the first thirty (30) days of employment.

During the first ninety (90) days of employment, an Employee may be transferred within the bargaining unit, disciplined and/or discharged by the County, and such action(s) will not be subject to the grievance or arbitration procedure.

**Section 4:** Union Stewards shall be granted the opportunity to meet with new Employees and will be notified by the Human Resources Department of the date employment commences. The Union will provide a list of Union Representatives to the County.

#### **ARTICLE 4. - CHECK-OFF**

**Section 1:** The County shall deduct regular initiation fees and monthly dues from the pay of Employees covered by this agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an Employee for that purpose and bearing the Employee's signature, provided that:

- A. An Employee shall have the right to revoke such authorization by giving written notice to the County fifteen (15) days prior to the expiration date of this contract by mailing said resignation, via registered mail, to both the Union and the County Human Resources Office with return receipt requested; and the authorization card shall state clearly on its face the right of the Employee to revoke during, the period.
- B. The County agrees to deduct COPE contributions from members who submit signed authorization cards, and remit the same to the Union with monthly dues deduction.
- C. The County's obligation to make deductions shall terminate automatically upon timely receipt of revocation by the Employee of authorization or upon termination of employment by promotion or transfer to a job classification outside the bargaining unit.

**Section 2:** Deductions under Section 1 shall be made during the first pay period of each month.

**Section 3:** All deductions under Section 1 shall be transmitted to the Union no later than the tenth (10<sup>th</sup>) day following the end of the pay period in

which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

**Section 4:** The Union shall indemnify and save the County harmless from any action arising out of or resulting from deductions hereunder and commenced by an Employee against the County or the County and the Union jointly.

**Dues Check Off:** 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 No. 1993-15 and any amendments thereto.

The Employer agrees to deduct a fair share fee from all compensation paid to all Employees in the bargaining unit who are not members of the Union consistent with the provisions of Act No. 1993-15, the Public Employee Fair Share Fee Law.

Authorization from non-members to deduct fair share fees from payroll shall not be required. The amount of the fees to be deducted and the schedule for deducting that amount shall be certified to the Employer by the Union. The aggregate deductions of all non-members shall be remitted, together with an itemized statement, to the Union at the same time that the Employer transmits dues from the Employees who are not members of the Union.

For each new hire, the Employer agrees to furnish the Union with the following information: name, social security number, job titles, rate of pay, number of hours worked per day and the number of days worked per week.

At the request of the Union, the Employer if it is technologically possible will remit all dues information either electronically or on computer disk in addition to providing the Union with a hard copy of the information.

The aggregate 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. The dues shall be itemized for each individual Employee. Additionally, the Employer will provide the Union with a list of all Employees who were on dues the previous month, who are no longer on dues including the reason (resignation, retirement, medical leave, etc.)

## **ARTICLE 5. - STRIKE PLEDGES**

**Section 1:** For the duration of this agreement, or any extension thereof, the Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any Employee take part in any 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 obligations of employment. Failure or refusal on the part of any Employee to comply with any provision of the article shall be cause for discharge.

**Section 2:** In consideration of this no-strike pledge, the County shall not lockout Employees, as defined in Article I, Section 2, for the duration of this agreement or any extension thereof.

## **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/she must first obtain the permission of his/her supervisor before leaving his/her work area and/or work assignment to handle the grievance. Failure or refusal on the part of any such Employee(s) to comply with any provision in this article shall be cause for disciplinary action.

**Section 2:** The Union may appoint a reasonable number of stewards. The Union shall furnish the County with a written list of stewards indicating the department(s) and shift to which each is assigned, and further, shall promptly notify the County in writing of any changes therein.

**Section 3:** Up to four (4) Employees will be paid for time spent in labor negotiations for a new contract during regular working hours (not for time spent after working hours).

## **ARTICLE 7. - UNION VISITATION-BULLETIN BOARDS**

**Section 1:** The accredited representatives of the Union shall be permitted to enter the County premises during working hours, with the proviso that at no such times shall such visitation rights interfere with the work



requirements of any Employee or the operational requirements of his/her department or the County.

**Section 2:** The Union may post notice, pamphlets and bulletins on 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 which constitutes election campaign material.

**Section 3:** Upon written request from an appropriate County official or his/her designee, the Union will immediately remove any notice or other writing that the County believes violates this section.

## **ARTICLE 8. - 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, sex, political affiliation, mental/physical handicap, sexual orientation, gender identity, or the proper exercise by an Employee of his/her rights guaranteed by 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, age, sex, political affiliation, mental/physical handicap, sexual orientation, gender identity, or the proper exercise by an Employee of his/her rights guaranteed by Act No. 195.

## **ARTICLE 9. - SENIORITY**

**Section 1:** Under the terms of this collective bargaining agreement there shall be two kinds of seniority: bargaining unit seniority and job classification seniority.

(a) Bargaining unit seniority shall be defined as the length of the Employee's last continuous service with the County.

(b) Bargaining unit seniority shall be used only to compute and determine eligibility for benefits when length of last continuous service is a criterion except as otherwise specifically set forth in this article.

- (c) "Job Classification Seniority" shall mean the length of an Employee's last continuous service in his/her present job classification.
- (d) Job Classification Seniority shall be used for purposes of layoff, recall, and promotion.
- (e) For the purpose of this agreement, the following departments shall be recognized: Commissioners' Department, Solicitor's Department, Maintenance Department, Voter's Registration Department, Bureau of Elections, Assessor's Office, Tax Claim, Regional Planning Commission, Information Technology, Purchasing, Office Services, Public Information, Personnel, Federal-State, Magistrate Clerks, Veterans Affairs, Parks and Recreations, Soil Conservation, Road and Bridges, County Communications Center, AAA Fiscal/Clerical Unit, and AAA Professional Unit.

Article 9 shall not cover what is recognized to be the row offices in the county government, nor does it cover any department within the jurisdiction of the courts of Common Pleas or Orphans Court nor any other bargaining units represented by another union. Row offices shall have departmental seniority.

- (f) Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be provided to the Union stewards to post.

## **Section 2: LAYOFFS**

- (a) In the event of a layoff in a job classification temporary and/or probationary Employees shall be laid off first and they shall have no recall rights. If additional Employees are to be laid off in the same job classification, the Employee with the least job classification seniority affected shall be laid off first. If an Employee transfers from one position to another in the County, and there is a layoff in the first sixty (60) days, the Employee will be allowed to return to the position they retained prior to their transfer, with no loss of seniority or pay.
- (b) The Employee who is to be laid off shall have the right to bump an Employee in the same job classification with the least job classification seniority in the bargaining unit. If there are no bumps available in the same job classification, an Employee may execute a bump into any job classification the Employee held prior to their current classification.

(c) If an Employee bumps in order to avoid layoff, he/she shall receive the rate of pay of the job to which he/she bumps.

(d) The County will provide at least a five (5) work day notice of any layoff. The County will have three (3) options available to them when dealing with the layoff notice: 1.) The Employee will be required to work the five (5) days or; 2.) The Employee may be asked to stay home and be paid their regular salary for the five (5) days or; 3.) The County could use any combination of the options in dealing with the five (5) days. The Employee will have the option to use their accrued personal or vacation time during this five (5) day period. This section will not apply to any Employee who is laid off for less than thirty (30) days.

### **Section 3: RECALL**

(a) An Employee shall be recalled to a job as follows:

- I. If an Employee bumped into another job in order to avoid a layoff, and there is steady work available in his/her regular job, then he/she shall be returned to that job.
- II. The laid off Employee with the most job classification seniority shall first be recalled from layoff when there is steady work available in his/her regular job classification.

### **Section 4: PROMOTION**

(a) A promotion shall occur when an Employee moves to a job with a higher annual salary.

- I. If the County determines to make a promotion because of a job left vacant by discharge or voluntary quit, it shall be done by posting the vacancy for a period of five (5) working days as follows:

A posting will be placed at all County worksites by each Department Head/Supervisor

- II. The posting notice shall contain the following elements:
  1. The job which the County desires to fill;
  2. The number of opening or jobs to be filled;
  3. The qualifications of the job;
  4. The time limit for filing of same.

- (b) The County and the Union discourages the costly practice of indiscriminate bidding for individual convenience and temporary advantage.
- (c) An Employee who wishes to apply for a posted job shall, in writing, indicate his/her qualifications for the job and shall file his/her bid within the prescribed time limit.
- (d) In determining who shall be a successful bidder for the job and in determining the most qualified Employee, the County shall take into consideration the principle of the job classification seniority if, first, experience, ability to perform the work, efficiency and record of satisfactory service are all equal.
- (e) An Employee who successfully bids shall be precluded to further bid for a period of one year.
- (f) An Employee who enters into a new job classification shall be subject to a 60-day trial period. An Employee shall have an opportunity during, his 60-day trial period to revert back to his/her former job classification. If the County determines an Employee is unsatisfactory in his/her new job, it shall notify the Union and return the Employee to his/her previous job.
- (g) If during an Employee's sixty (60) day trial period, a layoff as defined in Section 2 of this article occurs, said Employee shall be subject to the layoff provisions in the new job classification in which he/she entered for the sixty day trial period. The Employee's most previous job classification and job classification seniority, prior to the trial period as mentioned above, will not apply during a layoff for the purpose of bumping.
- (h) Any vacancy developing after the posting, of three (3) vacancies will not be subject to the posting provisions outlined herewith.

#### **Section 5: LOSS OF SENIORITY**

An Employee shall lose seniority and seniority rights and shall be considered a new Employee if rehired upon occurrence of any one of the following:

1. Voluntary quit;
2. Discharge for cause;

3. Absence from work for three (3) days without prior notification and consent of the supervisor;
4. Failure to return to work within twenty-four (24) hours after recall notice to return to work;
5. Failure to return to work on the first working day after completion of a leave of absence;
6. Layoff for twelve (12) consecutive months;
7. Giving false reason for obtaining a leave of absence;
8. Violation of any provision of this agreement.
9. Accepts a non-bargaining unit position.

Bargaining unit seniority shall accumulate during periods of layoff up to 12 consecutive months.

#### **ARTICLE 10 - TRANSFERS**

**Section 1. All Employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignments. A temporary transfer shall not exceed thirty (30) working days, except:**

- (a) to fill a vacancy caused by an Employee being on sick or other approved leave of absence;
- (b) to provide vacation relief scheduling;
- (c) to fill an opening temporarily pending, permanent of such opening; or
- (d) to meet an emergency situation.

**Section 2. An Employee transferred permanently to a higher-rated job shall be paid the minimum rate of the job to which he/she is transferred.**

**Section 3. An Employee temporarily transferred to a lower-rated job for the convenience of the county shall receive his/her rate of the job from which he/she was transferred.**

**Section 4.** An Employee temporarily transferred to a higher-rated job for the convenience of the County shall receive his/her present straight-time hourly rate of pay or the minimum straight-time hourly rate of pay for the job to which he/she was transferred, whichever is higher.

**Section 5.** The County shall have the sole discretion to determine when there exists an opening within a job classification.

**Section 6.** Nothing in this section is intended to confer an obligation upon the County, including the Courts and Row Offices, to fill a temporary vacancy.

## **ARTICLE 11. - 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.

**Section 2:** The main objective of the annual Employee performance evaluation are:

- A. To help Employees achieve a high level of efficiency through regular supervisory evaluation of the factors affecting their performance.
- B. To discover those Employees in the County service who exhibit a capacity for work at a higher level.
- C. To discover those Employees in the County service who are unsuited for county employment.

Employment evaluation is a continuous process which involves observation, evaluation, discussion, criticism, assistance and recognition. It is the duty of every department head to be aware of the level of performance of the Employees under his/her supervision. Encouragement and assistance should be given to Employees to improve substandard performance, and recognition should be given to Employees whose performance is superior.

**Section 3:** The performance of each Employee will be reviewed annually by the supervisor from June 1 - June 30.

**Section 4:** The performance evaluation shall simply state if an Employee's work performance is satisfactory or unsatisfactory, if unsatisfactory, reason(s) for same will be so stated, subject, if necessary, to an informal hearing between this Union, Employee and County. Thirty (30) days after the date of the first unsatisfactory rating, a second rating shall be rendered. If this second rating is still unsatisfactory, such Employee shall be subject to dismissal from employment under the just cause provisions of this agreement.

**Section 5:** The County shall have the responsibility for the adoption of standard forms and procedures to govern the administration of the evaluation system.

**Section 6. Classifications as established and maintained by the County consists of a list of classification titles with classification specifications that define and describe the duties and responsibilities essential to the performance of the classification title. If an Employee believes their permanent position is improperly classified, the Employee may process an appeal for a re-classification to Human Resources through a procedure as described below:**

**Step 1.** The Employee and or their Representative will present Human Resources with a detailed list of the Employee's current job duties and responsibilities, defining how long the Employee has been performing the individual duties, and a written request for a re-classification.

**Step 2.** Within ten (10) working days of receipt of the request, Human Resources will meet with the Employee, their Representative, and the appropriate Department Head to discuss the request. Within thirty (30) working days of this meeting, Human Resources will provide a written response to the Employee and/or their Representative.

If Human Resources determines the request is valid, the Department Head will present the request at the next Salary Board meeting for approval. If the Employee's position is upgraded, the Employee shall be promoted and pay scale increased, retro-actively to the date the appeal was filed in writing.

If Human Resources determines the Employee is properly classified, the Employee will remain in their classification, and can appeal the decision through the grievance procedure. If the case proceeds to arbitration, the arbitrator cannot add to or subtract from, the County's classification descriptions, or minimum requirements for the position.

If Human Resources determines the Employee's classification should be down-graded, the Employee's lower classification will be effective with the next pay period, however, there will be no down-grading of pay. The Employee can appeal this decision through the grievance procedure described in the preceding paragraph.

For purposes of this Article and Section only, Employees that have the ability to process a grievance either through the grievance procedure delineated in the Collective Bargaining Agreement or through the Pennsylvania Civil Service Commission, the Employee shall not be entitled to initiate proceedings through both processes, but, must choose one or the other.

## **ARTICLE 12. – GENERAL PROVISIONS**

**Section 1:** It is the obligation of each Employee to keep the County advised of his/her current address and telephone number and for the purposes of this agreement the county may rely on the last address and telephone number supplied by an Employee.

**Section 2:** The County will supply work clothing, shoes and tools when it solely deems it necessary.

**Section 3:** When an Employee uses his/her own automobile for county business, upon the direction of his/her department head or supervisor, then the County will reimburse his/her mileage at the reimbursement rate authorized by the IRS (i.e. Federal Rate). All increases in the rate will be paid retro-active to the date of the increase. The form used to verify mileage expense will be determined by the County.

**Section 4:** All Employees when at work may be required to wear security identification badges issued by the County. Upon termination of employment with the County, all badges must be returned to Human Resources.



**Section 5:** All non-clerical Employees listed below shall receive an annual Damage Replacement Payment in the amounts of:

Roads & Bridges	Two Hundred Fifty Dollars (\$250.00)
Parks and Recreation	One Hundred Dollars (\$100.00)
Maintenance	One Hundred Dollars (\$100.00)
<b>Emergency Services*</b>	<b>One Hundred Dollars (\$100.00)</b>

**\*Payable only to those Employees with the classification of 911 Systems Support Specialist performing maintenance duties.**

Employees must present a receipt for the item or items purchased in order to receive the clothing allowance.

If the Directors of Roads and Bridges, Parks and Recreation and Maintenance Departments requires their Employees to wear a uniform, it will be at the Director's discretion what is allowable. For these specific Departments, in addition to the Damage Replacement Payment, they shall also receive in year one of this Agreement, three (3) t-shirts and two (2) sweatshirts, or a clothing item of equivalent value as designated by the Director. In years two (2) and three (3) of this Agreement, two (2) t-shirts and one (1) sweatshirt will be provided, or a clothing item of equivalent value as designated by the Director. In the case of an Employee's uniform becoming unserviceable in the view of the Department Director, the Employee is responsible, at their own expense, to replace the required item.

**Section 6:** Any Employee who is required to have a CDL, the County agrees to pay the difference between the CDL and the regular license upon renewal of their license.

### **Section 7. Reimbursement**

The County will process and pay mileage reimbursement checks no later than 15 working days from their submission date.

**Reimbursements will be issued in regular payroll checks and are subject to regular payroll taxes. These reimbursement amounts will be included in the Employee's W-2 tax form.**

**The issue of how the reimbursements will be paid out and taxed with a subject of meet and discuss, and may be altered, should the tax laws change and adversely affect the Employee.**

**See Travel & Other Business Expense Policy in Employee Handbook.**

**Section 10: Cell Phone Usage**

See Employee Handbook

**Section 11: Reasonable Use of Phones**

Use of County phones for personal business is allowed for emergency purposes only.

**Section 12: Dignity & Respect**

Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for addressing incidents which are inconsistent with this principle shall be Labor Management meeting.

**Section 13: Vehicle/Driver Policy and Procedure – See Employee Handbook**

**ARTICLE 13. - WAGES**

**Section 1:** The following annual salary increases shall be given to all full-time Employees covered by this agreement; a full-time Employee is defined as one working a minimum of 35 hours per week.

A. Effective on the dates set forth below, the basic annual wage rate for all Employees who have successfully completed their ninety (90) day probationary period as of that date shall be increased as follows:

January 1, 2017 – 2.50% (retro-active)

January 1, 2018 – 2.50% (retro-active)

January 1, 2019 – 2.00%

January 1, 2020 – 2.00%

**All Employees will receive their paycheck through direct deposit, and will also receive a paper check stub with regular payroll details on it. When the County goes completely paperless, the paystubs will also become paperless.**

**Section 2:** The parties recognize and agree that in certain years there "will be twenty-seven (27) pay periods instead of the standard twenty-six (26) pay periods. In such years the basic annual wage rate will be divided by 27 instead of 26.

**Section 3: Former Recycling Center Employees:**

The ten (10) Maintenance Employees, who were once in the Recycling Center and who work forty (40) hours per week will remain at forty (40) hours per week and will receive a one-time six hundred dollar (\$600.00) increase to their base salary.

Upon separation of employment for each of these ten (10) Maintenance Employees, the County will have the right to hire a forty (40) hour per week Employee at the same hourly rate as the thirty-five (35) hour per week Maintenance Employees at the 2009 starting wage agreement, which the parties agree is \$15.88 per hour.

This provision of the collective bargaining agreement shall not be open for negotiations until the separation of employment of the last of the above mentioned ten (10) Employees, and the expiration of the collective bargaining agreement in effect at that time.

#### **Section 4: Information Technology**

In order to correct a discrepancy in wages, the following Information Technology Employee positions' base annual salary will be increased to \$45,000.00 for System Support Specialist, Employee # 15037 and \$44,228.00 for System Support Specialist Employee # 16345. This increase will be effective immediately upon ratification of this Agreement and will be before any negotiated wage increases in Section 1(A) of Article 12.

#### **Section 5: Tax Claim**

In order to more accurately reflect the skills and knowledge required for the position of Tax Claim Processor, Employees in this classification shall have their annual base salary increased by one thousand five hundred dollars (\$1,500.00). This increase will be effective immediately upon ratification of this Agreement and will be before any negotiated wage increases in Section 1(A) of this Article.

#### **Section 6: Maintenance**

In order to more accurately reflect the skills and knowledge required for the position of Carpenter, Employee # 14873 will, upon ratification by both parties of this Agreement, shall have his base salary increased to \$38,174.00, and on January 1, 2019 the salary will increase to \$40,127.00.

## ARTICLE 14. - SHIFT DIFFERENTIAL

**Section 1:** All Employees working, on the second and third shifts shall receive a shift differential calculated on an hourly basis as follows:

Second Shift	Third Shift
\$0.50	\$0.55

This rate is in effect for the life of the contract.

**Section 2:** For the purpose of applying the aforesaid shift differential, all hours worked by an Employee during the workday shall be considered as worked on the shift on which he/she is regularly scheduled to start work.

**Section 3:** Shifts shall be identified in accordance with the following:

- A. Day (first) shift includes all turns regularly scheduled to commence between 5:00 a.m. and 10:00 a.m. inclusive.
- B. Afternoon (second) shift includes all turns regularly scheduled to commence between 2:00 p.m. and 5:00 p.m. inclusive.
- C. Night (third) shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 midnight inclusive.

**Section 4:** Shift differential shall be included in the calculation of overtime compensation.

## ARTICLE 15. - HOURS OF WORK-OVERTIME

**Section 1:** The work week will start at 12:01 a.m. Sunday.

**Section 2:** The County shall retain the sole and exclusive right to determine work schedules, the number of shifts required, and the necessity for overtime. The County will make every effort to distribute overtime as equally as possible.

**Section 3:** The standard work week shall consist of five (5) seven (7) hour shifts, inclusive of a lunch period, for a total of thirty-five (35) hours per week.

- A. The following listed departments shall adhere to a 40 hour work week:

Communications Center

- B. Meals shall not be provided. An Employee may leave the premises if he/she so desires for the lunch period of one (1) hour. In the event an Employee shall upon return exceed the one (1) hour period, such Employee shall be subject to loss of money equal to the time of such tardiness or to disciplinary action.

**Section 4:** The Employee at the option of the County shall receive:

- A. Time and one-half the regular rate of pay for all hours worked over thirty-five (35), thirty-seven and one-half (37.5), or forty (40); equivalent time off from work.
- B. Overtime hours may not be pyramided.
- C. If due to an emergency or other compelling circumstances, the County should close its offices prior to the end of the normal business day, Employees who are required to remain at their work location shall receive compensation in the amount of an additional one-half (1/2) times the normal hourly rate for all hours worked from the time on which the operations are terminated to the end of the shift in which such operations were terminated.

**Section 5:** In computing overtime an Employee shall receive no credit for time not actually worked.

**Section 6:** In case of emergency, any Employee who has worked seven (7) continuous hours and is required to work additional continuous hours, shall be given a meal break of one (1) hour with pay for the four (4) hour period thereafter and shall be reimbursed at the rate of \$7.50 for a meal allowance.

**Section 7:** In general, overtime should be based on seniority. In the event the overtime work requires special skills, abilities, and/or licenses, overtime shall be awarded to the most senior qualified person first. When an overtime opportunity occurs, the Employer shall first seek to obtain volunteers beginning with the most senior Employee. In the event that sufficient volunteers are not available, the employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior Employee. All general overtime, with the exception of Roads and Bridges, shall be awarded on a rotating basis from most senior to least senior. All

mandatory overtime shall be awarded on a rotating basis from least senior to most senior.

### **Section 8: Essential Employees**

Essential Employees are defined as follows: Those Employees whom management of Emergency Services, Information Technology, Parks and Recreation, Public Works and Roads and Bridges, deems essential to the operations of the particular County Department.

These Employees become essential when the County declares a County-Emergency, delay, early dismissal or closing. Those Employees deemed essential are required to report to work or stay due to the County taking any of these actions. If the Director or their designee has not asked the Employee to stay, then the Employee is deemed non-essential.

Essential Employees will be paid at one and one half (1.50) times of their normal wages. All non-essential Employees will be paid at straight time for the hours they were absent due to the County's declaration. Those Employees deemed non-essential and decide to come to work or stay at work after the Employer's declaration, will be paid at straight time.

If an Employee calls off sick, for a personal day, or a vacation day any time prior to the County's declaration, the Employee will not be able to change their earlier request, and the appropriate time will be charged to them.

**Section 9: Any Employee who persistently is tardy in reporting for work, including tardiness in reporting back from meal-time, shall be subject to disciplinary action.**

## **ARTICLE 16. - CALL-IN PAY - REPORT PAY**

**Section 1:** An Employee who is called in to work at a time when he/she is not regularly scheduled to report for work shall receive a minimum of four (4) hours work at his/her regular rate of pay.

**Section 2:** An Employee who reports to work at the start of his/her regular shift shall receive a minimum of four (4) hours of work at his/her regular rate of pay unless the Employee was notified in advance of his/her reporting that less than four (4) hours work was available in which case the Employee will be paid at straight-time for the hours he/she was authorized to work.

**Section 3:** An Employee will not be paid under the above when the failure by the County to provide work is due to causes or conditions beyond the County's control, such as but not limited to, extreme weather conditions or power failure. Notification to county Employees not to report for work may be by mail to the person's last address, by telephone, in person, or when appropriate or necessary, by news media.

## **ARTICLE 17. - ATTENDANCE AND HOLIDAYS**

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

New Year's Day	<b>General Election Day</b>
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
<b>Primary Election Day</b>	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Good Friday
Columbus Day	

Plus four (4) days off as Personal Days may be taken by each Employee adhering to a five (5) day work schedule. Employees must notify his/her supervisor of the use of a personal day no later than one hour (1) before the start of his/her normal starting time.

**Section 2:** Any holiday that falls on a Saturday will be observed on the preceding Friday, and any holiday that falls on a Sunday will be observed on the following Monday. The one (1) exception is for the 24/7 Emergency Services Employees who have Saturday and Sunday as part of their regular work schedule. Those Emergency Services Employees will observe the holiday on the actual day.

Holiday leave shall be granted only during the calendar year in which the Employee becomes entitled to it and such time as is determined by the department head to be in the best interests of the department and public.

**Section 3:** Employees required to work on any of the holidays specified in Section 1 will receive his/her regular rate of pay including shift differential, if applicable, plus his/her holiday at time and a half, or a total of two and a half times his/her daily rate of pay for the holiday worked. The Employee shall not receive holiday time off at a later date. To be eligible to receive holiday pay, any Employee must work his/her last full scheduled work day immediately preceding the holiday and his/her first full scheduled work day

immediately following the holiday; if not, the Employee shall not receive holiday pay.

An approved Vacation Day 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, unless a medical note is presented.

**Section 4:** An Employee who works part of his/her shift on the day of the holiday shall be paid two and one half times (2-1/2) his/her hourly rate of pay for only the number of hours he/she actually worked on the day of the holiday. For his/her other hours worked on that shift, he/she shall be paid at his/her regular rate of pay.

**Section 5:** When one of the holidays specified in Section 1 is observed during an Employee's vacation, he/she shall be entitled to one (1) additional day of vacation, or, at the discretion of the County, shall receive one (1) additional day's pay at straight time. If one of the holidays in Section 1 is observed during an Employee's regularly scheduled day off, he/she shall be paid eight (8) hours on the basis of straight time. Such hours 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 18. - VACATIONS

**Section 1:** In each calendar year, each Employee adhering to a five (5) day work schedule shall earn an annual vacation with pay according to the following schedule:

YEARS OF SERVICE	ENTITLEMENT
After six (6) months to one (1) year	5 days
After one year	10 days
Five (5) to nine (9) years	15 days
Ten (10) to fourteen (14) years	20 days
After fifteen (15) years	25 days

Employees hired after January 1, 2016 will accrue vacation time as follows:  
5 days

After six (6) months to one (1) year	
After one (1) year	10 days
Five (5) to nine (9) years	15 days
Ten (10) years or more	20 days



In order to earn his/her full monthly (one twelfth of annual portion of vacation benefits in any month) a regular full time Employee must work or otherwise be on compensable status for at least 17 full work days in that month. A regular full time Employee who works or is otherwise on compensable status for at least ten but less than 17 full work days in any month shall earn one half of his/her vacation entitlement during that month. Compensable status shall be defined, for this Article, and all other Articles of this contract, as time during a work day in which an Employee was compensated when not working because of scheduled holidays or the Employee's use of compensatory time, vacation/annual leave, personal time, sick time, or bereavement leave.

Employees receive their vacation day entitlement during the year in which they reach their anniversary.

**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.

**Section 3:** Whenever an Employee is transferred from one county department to another, he/she shall be credited in the new department with all remaining vacation leave to which he/she was entitled before the transfer occurred.

**Section 4:** Department heads should schedule their Employees work so as to enable each Employee to take the vacation leave to which he/she becomes entitled during the year. Vacation leave shall be granted at such times as determined by the department head to be consistent with the provisions of full services to the public and the best interest of the department.

Vacation leave shall not accumulate from year to year. If an Employee does not use all or part of his/her vacation leave because of the specified request, or at the direction of management, then only shall the Employee be compensated for his/her unused vacation leave at the beginning of the following year. The rate of pay at which the unused vacation time will be paid will be the number of unused days times the Employee's straight-time hourly rate of pay during the year he/she should have taken his/her vacation. Otherwise, an Employee shall not be compensated for any unused vacation leave.

If an Employee is laid off or terminates employment, they will only be paid for vacation earned, but unused within the calendar year (pro-rated).

**Section 5:** Leave Request: The County must reply to all leave requests no later than 15 days from date of submission.

## **ARTICLE 19. - HEALTH AND WELFARE PROGRAM**

**Section 1:** The County agrees to continue and maintain its present dollar amount of contribution toward the existing health and welfare plan set forth in the following subsections, or to a comparable one, as follows:

- A. Employee and Dependent coverage of basic hospitalization and major medical program for all eligible Employees.
- B. Employee and Dependent coverage for basic Dental and Supplemental Benefit Program. There is a two thousand (\$2,000) per year per family member annual benefit limitation upon the dental program provided by this agreement.
- C. Employee and dependent coverage for prescription benefits. Maximum Employee co-pay for prescriptions shall be as follows: \$5.00 - Generic; \$15.00 - name brand; \$25.00 - non-formulary.
- D. Co-pays for the mail in 3 month supply program will be \$20.00 - Generic; \$30.00 - name brand.
- E. Employee and Dependent coverage for vision care benefits.

**Section 2:** The Traditional Blue Cross plan will no longer be offered as of January 1, 2001. The County will continue to offer an HMO medical insurance program to full time Employees. The County shall not diminish medical benefits during the term of this agreement without prior notice or negotiations with the Union. Changes shall not take place unless an equivalent benefit plan is offered. The Employee monthly contribution for single coverage will be fifty dollars (\$50), and the Employee monthly contribution for dependent coverage will be one hundred dollars (\$100).

Beginning January 1, 2016, the monthly Employee contribution for single coverage will be sixty dollars (\$60.00), and the monthly Employee

contribution for family coverage will be one hundred twenty dollars (\$120.00)

**Section 2(a):** The County agrees to deduct Employee contributions towards the HMO's in pre-taxed dollars.

**Section 3:** The County shall provide group life insurance coverage for regular full-time Employees in the amount of \$40,000 per Employee, effective January 1, 2016.

**Section 4:** In the event that Federal or State legislation becomes effective concerning medical programs which impacts the County financially, the County and Union will meet to discuss how to revise this contract to comply with such laws in such a way as will not increase County costs nor change basic benefits.

**Section 5:** County Employees who suffer an on-the-job injury or illness that may be work-connected, can submit an application for workmen's compensation benefits. Employees thereby may be eligible for benefits under the provision of the Workmen's Compensation Act, P.L. 736 of 1915 as amended. Under no circumstances will Employees be allowed to utilize sick leave while collecting benefits under the Workmen's Compensation Act P.L. 736 as above mentioned. In addition, for any Employee receiving Workmen's Compensation for a period of up to six months, the County agrees to continue the Employee's existing, health insurance plan for this period only. If the period extends beyond the six month period, the Employee on Workmen's Compensation will be responsible for his/her own health insurance plan or will reimburse in advance the County for the cost of maintaining the County health insurance plan on a month-to-month basis.

**Section 5(b):**

1. An Employee who is injured on the job and found eligible for worker's compensation shall be granted an automatic leave of absence for a period of not to exceed one (1) year.
2. An Employee who does not return to work within one (1) year after being placed on worker's compensation shall be considered to be on indefinite lay-off thereafter until such times the Employee is able to return to work. Upon medical certification from their doctor to return to work the Employee will be eligible for the first available bargaining unit position equal to or lower than the one formerly held for which he or she is qualified.

3. Seniority earned: Through the first one (1) year of absence on worker's compensation status is maintained but seniority does not continue to accrue thereafter until return to full-time employment.
4. The injured Employee's health insurance coverage with Lackawanna County will remain the same as in Article 18 - Section 5 of the current Collective Bargaining Agreement. The County reserves the right to request an IME (Independent Medical Exam), paid for by the County, every six (6) months to determine if "Modified Duty" work limitations still apply.
5. In the event the work-related injury renders the Employee partially disabled, Lackawanna County may return the Employee to gainful employment by placing him or her into a temporary modified duty position.

The following guidelines will apply to modified duty positions:

1. The job duties will comply with the restrictions set forth by the treating physician.
2. The modified duty position will continue for such length of time that the treating physician deems appropriate.
3. The County reserves the right, based solely on the treating physician's determination, to decide which Employees will be offered modified duty based on the extent of the injury and the Employee's physical limitations.
4. The County reserves the right to request an IME (Independent Medical Exam), paid for by the County, every six (6) months to determine if "Modified Duty" work limitations still apply.

**Section 6:** The County agrees to extend COBRA benefits for any Employee retiring at age 62 until age 65.

## **ARTICLE 20. - PENSION**

**Section 1:** All Employees covered by this agreement shall receive the benefits of and are subject to the terms and conditions of the County Retirement Law.

**Section 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 the article

for discussion upon being given thirty (30) days written notice by the Union of its intent to do so.

**Section 3:** One person designated by PSSU/SEIU Local 668 will be allowed to attend the Pension Board Meeting with paid time off for one (1) hour, four (4) times a year.

## **ARTICLE 21. - SICK LEAVE**

The provisions of this section shall govern the administration of sick leave. Employees shall be credited for sick leave starting from the date of employment. Employees, however, shall not accrue any sick leave entitlement during the first forty-five (45) days of the probationary period.

**Section 1:** All current Employees shall be entitled to twenty (20) working days of sick leave. In order to earn his/her full monthly (1 and 2/3 days) annual portion of sick leave benefits, a regular full time Employee must work or otherwise be on compensable status for at least 17 full work days in that month. A regular full time Employee who works or is otherwise in compensable status for at least 10 but less than 17 full work days in any month shall earn ½ of his/her sick leave entitlement during that month. Compensable status shall be defined, for this Article, and all other Articles of this contract, as time during a work day in which an Employee was compensated when not working because of scheduled holidays or the Employee's use of compensatory time, vacation/annual leave, personal time, sick time, or bereavement leave.

- a. Employees hired after January 2016, will earn sick leave at the following rate:

Year One (1)	-	12 Days
Year Three (3)	-	14 Days
Year Five (5)	-	16 Days

**Section 2:** Sick leave shall be granted when an Employee is required to be absent from work because of:

- a. Illness of the Employee;
- b. Serious illness of a member of the Employee's immediate family or household requiring his/her personal care and attention;

- c. Contact with or exposure to a contagious disease rendering the Employee's presence hazardous to fellow Employees.
- d. Necessary medical or dental attention that cannot be scheduled during non-working hours.

**Section 3:** Proof of illness in the form of a medical certificate shall be required if for reasons under paragraphs (a), (b), (c) or (d) above, an Employee is absent for three (3) consecutive work days or if the illness occurs during an Employee's annual leave. Any misrepresentation shall be cause for discharge.

**Section 4:** Whenever an Employee transfers from a position in one County department to another, he/she shall be credited in the new department with all remaining sick leave to which he/she was entitled before the transfer occurred.

**Section 5:** Employees shall be credited with paid sick leave at the rate of one and two thirds (1-2/3) sick days per month or twenty (20) work days per year. Unused sick leave shall be cumulative and available for further use provided that the balance of the credit at any time shall not exceed one hundred seventy (170) days. Employees hired after the ratification of this Agreement can accumulate up to a maximum of 100 days Sick leave can be anticipated. However, once sick leave is anticipated, it cannot be anticipated again in the same calendar year, until the original amount of time anticipated that year has been earned through the normal accrual rate. Sick leave can then be anticipated again once the Employee no longer has a negative sick leave balance. No more than 20 days in one calendar year can be anticipated.

Upon retirement, as defined under the normal retirement provisions of the Pension Manual, an Employee will be entitled to the buy back of sick time unused to a maximum of one hundred (100) days at fifty dollars (\$50.00) per day.

**Section 6:** 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 extension for sick leave will be considered only in the case of extended Employee illness or injury.

**Section 7:** Each department or work unit shall maintain appropriate records of sick leave usage and shall prepare monthly and annual reports per Employee to insure proper sick leave administration and uniformity of reporting. Any individual who misuses his/her sick leave entitlement shall

be subject to disciplinary action in accordance with the provisions of this Agreement.

**Section 8:** An Employee must notify his/her supervisor of an absence necessitating the utilization of sick leave no later than one (1) hour prior to the start of his/her normal starting time. If notification does not take place within the time limits prescribed, the Employee will not be paid for the day(s) in question.

**Section 9:**

a. An individual Employee who has exhausted all personal, vacation and sick days and who suffers a catastrophic injury, may receive a maximum of sixty (60) donated sick days through the sick day donation program. The donated days will be strictly voluntary. A catastrophic injury is defined as an injury which prohibits the Employee from being able to physically or mentally perform the Employee's job duties and responsibilities for sixty (60) consecutive work days. Injury includes diagnosis and treatment of an illness/disease. The Employee will be required to present a medical certification, and donation must be approved by the Director of Human Resources.

b. Employees who donate sick days are limited to donating ten (10) sick days per donor, per calendar year.

**ARTICLE 22. - PERSONAL LEAVES OF ABSENCE**

**Section 1:** This Article pertains to leaves of absence without pay for purposes other than military duty.

**Section 2: PERSONAL LEAVE OF ABSENCE – SEE EMPLOYEE HANDBOOK**

**Section 3:** An Employee who is absent from work without authorization shall be considered absent without leave and shall receive no compensation for the period of absence.

**Section 4:** The Union shall receive written notice within fifteen (15) days of all personal leaves granted over thirty (30) days.

**Section 5: FAMILY MEDICAL LEAVE ACT – SEE EMPLOYEE HANDBOOK – LEAVE OF ABSENCE POLICY**

## **ARTICLE 23. - GENERAL LEAVE**

### **Section 1: Funeral Leave**

When death occurs in the immediate family, an Employee, upon request, will be excused a maximum of four (4) consecutive working days which shall include the day of the funeral. The last day to be paid shall be no later than two (2) calendar days after the day of the funeral. Immediate family shall mean spouse, child, step-child, domestic partner, father, mother, step-parent, father-in-law, mother-in-law, grandmother, grandfather, grandparent-in-law, grandchild, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law.

One day bereavement leave will be granted for an aunt, uncle, niece and nephew. If the funeral does not fall on the Employee's work day, the Employee will not be compensated. This paid day off will be the day of the funeral.

In order for an Employee to be paid, they may be required to produce evidence of the relationship to the deceased. This policy does not cover paid holidays that the Employee is not scheduled to work, or benefit time Employee is not scheduled to work. Time thus paid shall not be counted as hours worked for the purpose of determining overtime pay. No Employee will be excused with pay for death in family when death occurs during the Employee's vacation, sick leave or general leave.

### **Section 2: Jury Duty Leave**

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

### **Section 3: Fire Fighting and Civil Defense**

All Employees, with the exception of Emergency Services Employees, shall be granted leave of absence with pay while performing fire fighting or civil defense rescue work during a fire, flood, hurricane or other such disaster. An Employee absent from work for such reasons shall be requested to obtain a written statements from the fire company, forest fire unit, civil defense agency or other organization with which he/she served certifying as to his/her activities during the period of absence. Volunteer participation in fire fighting activities of civil defense rescue work shall require the prior approval of the Employee's department head.

### **Section 4: Military Leave of Absence**



The County shall comply with all applicable provisions of federal and state laws regarding military leaves of absence. The County shall pay any Employee on active duty the difference (if any) between his/her regular rate of pay and their military pay.

**Refer to Military Leave of Absence Policy – SEE EMPLOYEE HANDBOOK**

**Section 5: Union Leave**

a. If an Employee is elected to attend a union conference, **annual convention** 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 number of delegates is not to exceed one (1) delegate per 100 union members.

b. **Employees who are elected or appointed as Union officials or representatives shall, at the written request of the Employee, be granted leaves without pay for the maximum term of office, not to exceed three years, at the end of which, if the Employee wishes to return to County employment, they will be offered the first available vacancy in their classification. Such leave may be renewed or extended by written mutual consent of the Union and the Employer.**

**ARTICLE 24. - DISCIPLINE**

**Section 1:** An 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/she has a right to have his/her steward present; and, if he/she so requests, shall be promptly granted an interview with his/her steward before he/she is required to leave the premises.

**Section 2: Progressive Discipline Policy – SEE EMPLOYEE HANDBOOK**

**Section 3: - Attendance Policy – SEE EMPLOYEE HANDBOOK**

## 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 Employee 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.

**Section 1:** The grievance procedure shall be as follows:

**First Step:** An Employee or their accredited Union Representative shall discuss it and put the grievance in writing within ten (10) work days of alleged violation and submit to their Director or Deputy Director. The Director shall give the Employee a written decision within five (5) work days of the grievance being submitted.

**Second Step:** If the Employee is not satisfied with the disposition of their grievance at the first step, they may submit a second step, written appeal to Human Resources within five (5) work days after receiving the decision at the first step. Within ten (10) working days after the appeal, Human Resources shall hold a hearing at which the Employee and/or their Union Representative may present the grievance. Within ten (10) work days of the hearing, Human Resources shall give the Employee a written decision.

**Third Step:** If the Union is not satisfied with the disposition of the grievance at second step, the Union may appeal to arbitration within five (5) work days after receiving the second step decision. A request for arbitration may be initiated by the Union serving upon the County a notice in writing of intent to proceed to arbitration. The notice shall identify the Grievant (2) and the issue in dispute. Upon receipt of the notice of intent to arbitrate, the parties may meet to select an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation and request a Grievance Arbitration Panel. Pursuant to Section 903.1 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one (1) name remains. The County shall strike the first name. The person remaining shall be the arbitrator.

- a) The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues, presented and shall confine their decision solely to the application and interpretation of this agreement. The decision or award of the arbitrator shall be final and binding with the proviso that any decisions of the arbitrator or arbitrators requiring legislation will only be effective if such legislation is enacted.
- b) The cost of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.
- c) Where Employee termination is the issue, the grievance procedure will begin at Step 2 and be submitted directly to Human Resources.

**Section 2:** If the County fails to adhere to the time limitations at any step in the grievance procedure, and a time extension has not been granted by the Union to the County, the Employee's grievance shall be considered valid.

**Section 3:** A grievance which affects a substantial number of Employees (from one or more Departments) may initially be presented by the Union at Step 2 of the grievance procedure. The Union shall designate a spokesperson to act as their representative for the group.

**Section 4:** A grievance may be withdrawn by the union or the aggrieved Employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to the grievance or any future grievance.

**Section 5:** The time limits set forth in the grievance procedure shall, unless extended by mutual agreement of the County and the Union, be binding and any grievance not timely presented, or timely processed thereafter, shall not be considered a Grievance under this agreement and shall not be arbitrable.

**Section 6:** Any Employee and his/her representative, if a County Employee, shall be allowed such reasonable time off from his/her regular duties as may be necessary, consistent with his/her job responsibilities and the operational needs of his/her work to attend meetings with management representatives for the processing of a grievance without loss of pay or vacation leave.

**Section 7:** If at any time the County solely determines that any Employee is spending excessive time away from his/her job in connection with the foregoing, the Employee will be directed to return to his/her work, and to engage in such grievance meetings, or related activities at times other than during his/her work time.

## **ARTICLE 26. - SUBCONTRACT WORK**

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

- A. The County shall give notice in writing to the Union of its intention to enter into a contract with the third party to perform working 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.
- B. The County shall not enter into any such contract unless the agreement with the third party shall provide that the third party and its successors shall be bound by the obligations of the County under this agreement.
- C. The County shall not subcontract as long as they have capable Employees available to do all County work.

## **ARTICLE 27. - LEGALITY**

Both parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every respect, shall comply with applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that the agreement, or any part thereof, is in conflict with said statutes, governmental regulations or judicial decisions, this agreement shall be automatically adjusted to comply with the referred statutes, governmental regulations or judicial decisions.

## **ARTICLE 28. - SEPARABILITY**

In the event any of the terms of 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 or the decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or

provisions are directly affected by the section declared invalid or unenforceable.

## **ARTICLE 29. – HEALTH & SAFETY**

**Section 1:** The County will make every reasonable effort to assure compliance with laws affecting the health and safety of Employees.

**Section 2:** The County shall maintain adequate heating, cooling and ventilation systems in all County buildings where staff are required to perform their duties.

**Section 3:** In extreme and unusual cases where a hazardous situation exists, which presents an imminent danger to the health and safety of an Employee, the Employee shall not be compelled to work in such danger.

**Section 4:** The County will provide break rooms.

**Section 5:** The County will adequately maintain the fleet of vehicles used by Employees. No Employee shall be required to drive any vehicle deemed unsafe by a certified County mechanic.

**Section 6:** The County will make every reasonable effort to assure compliance with laws affecting the health and safety of Employees.

**Section 7:** The County will ensure that all buildings that house bargaining unit members will have all carpeting shampooed at least once every two (2) years, and all air diffusers thoroughly cleaned at least once every six (6) months.

**Section 8.**

a. The County agrees that it will, in any building that has bargaining unit Employees working in, on a regular basis, experience an issue that causes loss of electricity, heating, air conditioning, plumbing, or flooding, and the County has exhausted its efforts to find comparable workspace in the County buildings or rectify the situation, send the affected Employees home, within two (2) hours of the start of, or knowledge of the incident.

b. If the alternate workspace is not large enough to house the entire staff of the affected department(s), the workspace will be offered by seniority. If not enough Employees volunteer, the County may mandate Employees to work in order of inverse seniority.

c. The Employees that are sent home will be paid their regular straight time pay until such time as the issue is rectified or suitable alternate workspace is located.

d. The County agrees to notify the Employees to return to work by at least the day prior to their expected date to return.

## **ARTICLE 30. – EMERGENCY SERVICES**

### **Section 1: Shift Bid**

a. Each year during the term of this agreement, Employees in Emergency Services shall bid on shift assignments. Shift assignment requests shall be awarded on the basis of seniority. The assignment will be for one year. The bid period will be from October 1 to November 1. Shift assignments will be implemented on January 1.

b. Should there be a shift opening due to voluntary or involuntary termination of employment, demotion or promotion, or transfer of an Employee, such shift assignment will re-open the bidding for shifts beginning with the original vacant shift. Shifts will then be awarded by seniority and will be in place for the remainder of the year.

### **Section 2: Vacation Entitlement**

A vacation selection period shall be established by Emergency Services. The vacation selection period will be bid from January 1 to the last day in February. Vacations shall be awarded on the basis of seniority. Any vacation time not awarded during the selection period shall be granted on a first come first serve basis.

### **Section 3: Overtime**

When an overtime opportunity occurs, the Employer shall first seek to obtain volunteers for the performance of overtime work beginning with the most senior of the Employees on the basis of seniority rotation when the list is exhausted, management will then call part time Employees to fill overtime opportunities. In the event that sufficient volunteers are not available, the employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior Employee and rotating

upward. The employer shall attempt to equalize overtime among bargaining unit members.

#### **Section 4: Electronic Device Policy**

The purpose of this policy is to promote a safe and productive work environment. This policy applies to all 911 Dispatchers and the use of cell phones, smart phones, iPods, iPads, Nooks, Kindles, or any other electronic device of this nature.

- 1.) Electronic devices are not allowed in the dispatching room with the exception of the Director of 911 and Emergency Services and the Deputy Director of Emergency Management.
- 2.) Electronic devices are permitted in the building but are to only be used on an Employee's lunch or break.
- 3.) Should a family member and/or friend need to contact you due to an emergency, they are to call the Employee at the 911 Center on the Employee line (570-342-9111) or the supervisor's desk (570-307-7351). If the Dispatcher receives an emergency phone call and does not want it recorded, they can receive permission from the shift supervisor to be excused from the room and take the call on their cell phone.
- 4.) Should an Employee not follow the Cell Phone Policy, management has the right to discipline, up to and including termination.

#### **Section 5: Stress Days**

Stress days are days that Dispatchers at 911 can use as a day to relieve the stress associated with a 911 Dispatcher position, and approval will not be unreasonably denied by the Director or their designee. A stress day cannot be carried over from quarter to quarter, may not be used on a scheduled Holiday, and may not be donated to other 911 Dispatchers.

Stress days will be afforded to 911 Dispatchers only. Each Dispatcher will be able to earn one (1) stress day per quarter, totaling four (4) days. Those unearned days may not be anticipated and must be used during the quarter in which it was earned.

**HOW A STRESS DAY IS EARNED:** A 911 Dispatcher will be granted one (1) stress day beginning on the first of the year for the first quarter, each additional stress day will be earned for use in the following quarter by being

in compensable status for at least seventeen (17) work days during each month of the previous quarter.

A Dispatcher will lose their stress days if they are no longer classified as a 911 Dispatcher.

### **Section 6: Overtime Mandate for Emergency Service/911**

Mandated overtime will follow the guidelines in Article 14, Section 8 (probationary Employees are exempt from this requirement). When an overtime opening exists, supervisors will follow the Collective Bargaining Agreement. If that fails, supervisors will be offered the shift. If they do not accept the overtime, mandates will be done to Employees currently on site. If all Employees on site refuse the mandate, a supervisor on shift will then be mandated to work the shift.

It is only after all persons in the room and supervisory personnel refuse the shift that Dispatch Personnel not working will be contacted via phone to work a mandated shift.

Shift supervisors shall endeavor to limit mandates to four (4) hours, but may extend them due to circumstances beyond their control. Whether a mandate is four (4) or eight (8) hours – both count as the same with reference to the list of mandated refusals.

No one will be permitted to work more than twenty-four (24) hours in a forty-eight (48) hour period. Under no circumstances will anyone be allowed or forced to stay over sixteen (16) hours totals for mandated overtime (regular shift plus eight (8) hours mandated).

A list of those mandated will be maintained, but will apply only to those Employees in the room at the time the mandate is necessary. Wherever possible, supervisors will endeavor to give a person reasonable notice of the need to mandate them for overtime – however, because of the possibility someone will accept voluntary overtime, no person should be mandated prior to three (3) hours before the scheduled end of their shift.

Mandated overtime will be cancelled whenever voluntary overtime becomes available to fill the desired shift.

### **Section 7: Fire Fighting and Civil Defense Emergency Services/911 Personnel**

A. Extended - Employees shall be granted leave of absence with pay while performing extended volunteer fire fighting, EMS or rescue



work during a fire, flood, hurricane or other similar disaster as a member of an organized public safety entity. Such absence shall usually be for an extended period of time (usually not exceeding one (1) week) and shall occur when the agency in which the Employee volunteers has been activated to respond to the disaster by act of government (declaration). If such absence exceeds one (1) week, or occurs after the initial declaration, it shall be subject to approval by the department head.

During such activation, it is assumed that the Employee is not paid for their public safety service. If they do receive a stipend as part of their public safety work, the Employee shall provide the uncashed, endorsed check for the stipend to the department head within five (5) business days of receipt. The department head will then forward the check to the Lackawanna County Treasurer. Per Diem or living expenses shall not count as salary. Prior approval of the department head is required for participation in this situation. The department head can also limit the length of time the Employee is approved for leave, based on the good of the Lackawanna County Department of Emergency Services. In no case, shall more than fifteen (15%) (rounded up) per cent of the Dispatch Staff be allowed leave under this provision. At the conclusion of such activation, the Officer in Charge shall certify to the department head the length of time the Employee was activated and the details of any financial reimbursement received.

- B. Short Term – Employees of the Lackawanna County Department of Emergency Services are placed in a unique situation. Recognizing the importance of public safety volunteerism balanced against the critical nature of their position, Employees must sometimes choose between two (2) “rights” – their duty to their community and their duty to the entire County’s public safety operation. While, obviously, an Employee may not leave their work position to respond to an emergency situation, volunteers may be late for work because of a response prior to their work shift.

In an effort to encourage volunteerism and to show the commitment of Lackawanna County to volunteer public safety, the County establishes a program for Employees who volunteer their time to their communities in the public safety field. Each calendar year, any Employee of the Department of Emergency Services, who is a currently trained and active member of a public safety agency in their community, receives four (4) hours of flexible paid time, which they can use toward any emergency response where they must be absent

from work because of their commitment to their public safety organization. This will allow for an Employee to designate hours (in lieu of vacation or personal time) to make up for time lost. Once this time is used, the Employees may use their vacation or personal time to account for any shortage in their pay hours. In the event, the Employee has no available vacation or personal time; sick time may be used only as a last resort. If no paid leave is available, the time will not be compensated. These hours will not accumulate past the end of the calendar year. Employees only receive this allowance once annually, no matter how many organizations they volunteer with. Within twenty four (24) hours of an emergency situation, the Officer in Charge will provide the department head with written certification of the hours the Employee volunteered.

- C. As it is incumbent that the Supervisors have knowledge of the manpower levels on incoming shifts, Employees will make every reasonable effort to notify their supervisors, per the current contract language, when they will be late for work or absent due to volunteer public safety activities. No Employee will be disciplined for failure to call in as a result of responding to, or working at the scene of an emergency.
- D. Paid Emergency Response Personnel will not be subject to discipline when operating in an emergency response; however, they will not be entitled to flexible paid time, or use of any paid leave. They must provide written proof of their involvement in the emergency situation within twenty four (24) hours of the incident.

## **ARTICLE 31 – LABOR MANAGEMENT**

**Section 1.** Management agrees to meet with the Union to discuss health and safety issues, once each quarter as part of the Labor Management meeting. The Labor Management Committee will consist of members from both Management and the Union.

## **ARTICLE 32 – STARTING SALARIES**

All new hire starting salaries will be increased by 4%. Employees currently employed by the County earning less than the new increased rate, will be elevated to the new starting salary rate. (Addendum #2 will be updated to reflect the 4% increase).

## **ARTICLE 33 - INTERNSHIPS**

An Internship Program will be developed and implemented during this contract term. The internship program is subject to the following terms:

1. No Union Employee can be in lay-off status.
2. The intern cannot replace a Union Employee or position.
3. The Union must be notified of each intern, the department they will be assigned to, their job duties and the name of their supervisor, prior to the intern starting.
4. The internship will be an unpaid position.
5. Each internship duration must be for a specific amount of time only.

### **ARTICLE 34 - LONGEVITY**

On the following anniversary dates, the Employees shall receive a one-time longevity payment, not added to the base salary. The payment will be made in the first regular paycheck following the Employee's anniversary date and will be subject to all standard deductions.

Year 5 of employment	0.5% of base salary (one half of one percent)
Year 10 of employment	0.5% of base salary (one half of one percent)
Year 15 of employment	0.5% of base salary (one half of one percent)
<b>Year 20 of employment</b>	<b>1.0% of base salary (one percent)</b>
<b>Year 25 of employment</b>	<b>1.0% of base salary (one percent)</b>
<b>Year 30 of employment and every 5 years afterwards</b>	<b>– 1.0% of base salary (one percent)</b>

### **ARTICLE 35 – STUDENT LOAN FORGIVENESS PROGRAM**

**Section 1. The County agrees that upon the hiring of new Employees, they will distribute the following documents to these new hires:**

- a. **The United States Department of Education Public Service Loan Forgiveness fact sheets**
- b. **The United States Department of Education Income Driven Repayment fact sheets**
- c. **The United States Department of Education Loan Consolidation fact sheet**
- d. **The United States Department of Education Public Service Loan Forgiveness Employment Certification form.**

**Section 2. Upon request by the Employee, the County will in a timely fashion, accurately complete and return to the Employee, Sections three (3) and four (4) of the form referred to in Section 1(d).**

**Section 3. The County agrees to a one-time distribution of the documents listed in Section 1 to all current bargaining unit members within three (3) months of ratification of this Agreement.**

**Section 4. The County agrees to supply all documents listed in Section 1 at each Employee's request for a timely annual submission of forms.**

**Section 5. The County agrees to payroll deduction, to be paid directly to the recipient (Federal Government) in the amount specified by the Employee.**

**\*\*If document names or titles change, are replaced by updated versions or are amended, the County agrees that it will acknowledge the changes, and continue to provide and complete these new documents as negotiated and agreed to here.**

### **ARTICLE 36 – SUCCESSOR-ASSIGNEE**

This agreement shall be binding upon the parties hereto, their successors and assigns.

All agreements shall be retroactive to the first date of this agreement January 1, 2017.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

### **ARTICLE 37. - DURATION**

This contract represents a complete and final understanding of all bargaining issues between the County and the Union and it shall be effective January 1, 2017 through December 31, 2020 and remain in full force and effect until and thereafter from year to year, unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this contract shall remain in full force and in effect until an amended contract is agreed to.

LACKAWANNA COUNTY

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**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT  
LACKAWANNA COUNTY  
AREA AGENCY ON AGING  
ALL CLERICAL, CASE MANAGERS, R.N.'S AND FISCAL**

**WAGES:**

**ACM I, ACM II, ASSESSORS, RN'S, CLERICAL, FISCAL**

January 1, 2017 – 3.00% (retro-active to 1/1/17)  
January 1, 2018 – 3.00% (retro-active to 1/1/18)  
January 1, 2019 – 3.00%  
January 1, 2020 – 3.00%

**ACM III**

January 1, 2017 – 2.00% (retro-active to 1/1/17)  
January 1, 2018 – 2.00% (retro-active to 1/1/18)  
January 1, 2019 – 2.00%  
January 1, 2020 – 2.00%

The starting rates for new hires will be as follows\*:

**ACM I**

January 1, 2018 - \$27,810  
January 1, 2019 - \$28,644  
January 1, 2020 - \$29,503

**ACM II**

January 1, 2018 - \$29,355  
January 1, 2019 - \$30,236  
January 1, 2020 - \$31,143

**ACM III**

January 1, 2018 - \$31,500  
January 1, 2020 - \$32,150

\*ACM's who are not at the starting rate after the above salary increases, will be raised up to the starting rate.

The County agrees to pay \$400.00 per year toward Employees' (who use their private vehicle for work purposes) car insurance. Payment will be administered as has been past practice.

**On-Call Policy:**

County agrees to include Friday as part of weekend rate of pay.

Employees who are required to perform protective services, either voluntary or mandated, shall be compensated in the following manner:

**Weekdays - \$75.00**

**Weekends - \$100.00**

**Holidays - \$195.00**

**Half Days - \$95.00**

**Masters' Degree:**

For the term of this contract, Employees who currently hold or acquire a Master's Degree in a field directly related to the Employee's duties shall receive a flat dollar increment to his/her salary.

The salary increment will be \$1,000.00 for a Masters' Degree, which will be added to the annual salary once during the Employees tenure.

**Tuition Reimbursement:**

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

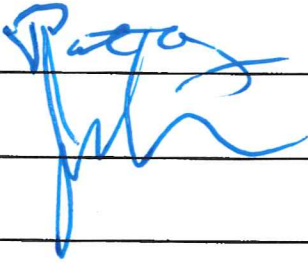
- a. Are directly job related;
- b. Are directly towards retaining a degree, certification and or licensure required to the Employee's present training and positions; and
- c. Are approved (as appropriate for reimbursement) in advance by the Executive Director of the AAA and other appropriate County officials.

Section 2: An Employee whose application for reimbursement has been approved shall be reimbursed up to 100% of the tuition of the approved course upon his/her presentation of his/her transcript to the Executive Director showing successful completion thereof (a grade of C or higher) and his/her tuition receipt, provided he/she is currently employed by the Area Agency on Aging at that time. The maximum tuition reimbursement available to any Employee in anniversary year shall not exceed \$1,950 per semester for the term of this contract.



All current policies will remain in effect for the life of this Agreement and are retro-active to January 1, 2013.

LACKAWANNA COUNTY  
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