

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LUZERNE COUNTY  
DIVISION OF CORRECTIONAL SERVICES

AND

LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA, LOCAL 1310

EFFECTIVE JANUARY 1, 2014 UNTIL DECEMBER 31, 2018

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NOTE:

This updated collective bargaining agreement is the result of and incorporates, to the extent possible, the provisions of the Interest Arbitration Award of February 2010 and the provisions of the Interest Arbitration Award of February 2015. In cases of conflict, or if not addressed in this collective bargaining agreement but addressed in the Interest Arbitration Award of February 2015, the provisions of the Interest Arbitration Award of February 2015 shall control.

This updated collective bargaining agreement also incorporates the provisions of the Addendum to Collective Bargaining Agreement effective May 3, 2004.

## **PREAMBLE**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Luzerne County Division of Correctional Services, hereinafter referred to as the “**EMPLOYER**” and LIUNA, Local 1310 hereinafter referred to as the “**UNION**”.

## **DECLARATION OF PRINCIPLE, POLICY AND PROCEDURE**

Whereas it is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the Luzerne County Division of Correctional Services as well as the well-being of the Employees within the meaning of Act #195.

In order to render the most efficient public service, the Union and the Employer agree that these goals can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective Employee-Management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and for this purpose enter into the following collective bargaining agreement.

## **ARTICLE I – RECOGNITION**

**SECTION 1** The Employer recognizes the Union as the exclusive bargaining agent, based upon a certification from the Pennsylvania Labor dated March 16, 1972, for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of the Employees within the certified unit.

**SECTION 2** Per Diem Employees will no longer be utilized by the Employer unless the Union agrees, in writing, to the use of Per Diem Employees.

## **ARTICLE II – UNION SECURITY**

**SECTION 1** Each Employee, who on or before the effective date of this Agreement has so authorized the deduction of membership dues to the Union, each Employee who thereafter authorizes said dues deduction as long as he/she is employed by the Employer in a position represented by the Union.

**SECTION 2** Any employee who fails to comply with this requirement shall be discharged from his/her position with the Employer within twenty-one (21) days after receipt of written notice from Union.

**SECTION 3** However, an Employee may, during a period of fifteen (15) days prior to the expiration of this Agreement, notify the Employer and the Union in writing that dues deduction authorization and membership in said Union is to be terminated upon expiration of this Agreement.

**SECTION 4** The Employer and the Union agree that non-union members of the bargaining unit shall be subject to a Fair Share contribution pursuant to Pennsylvania Act 399 (SB 399 and Amendments thereof). The Union will provide the County with the fair share contribution rate, which shall be based upon applicable law. The County shall be notified of that cost on or about July 1 of each year. This payment shall be deducted in accordance with the provisions set forth above in this Article.

## **ARTICLE III – CHECK OFF**

**SECTION 1** The Employer agrees to deduct each month, the required Union dues, initiation fees, or other assessments from the pay of those Employees who request, in writing that such deductions be made.

The Employer shall be advised by the Union as to the amounts to be deducted. Once such deductions are made, the Employer shall remit all moneys deducted, to the designated Union Office together with an itemized statement indicating each Employee and the amounts deducted for dues, initiation fees, or other assessments. The Employer agrees to remit all deducted moneys, along with the itemized list to the Union on or before the 15<sup>th</sup> of the month after such deduction is made.

**SECTION 2** If the Employer is unable to make such deductions from an Employee because of sickness, vacation, temporary lay-off, or any other reason, the Union will notify the Employer, in writing after said Employee returns to work, of the delinquent amounts owed by said Employee and the procedure the Employer shall use to deduct the delinquent moneys.

## **ARTICLE IV – DISCRIMINATION**

**SECTION 1** Both the Employer and the Union agree not to discriminate in the employment, advancement, and retention of employees with regard to race, color, religion, sexual orientation, gender expression or identity, religious creed, national origin, age, genetic information, disability, gender, union membership, or political affiliation. The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit.

**SECTION 2** The Employer agrees not to interfere with the rights of Employees to become a member of the Union, and there shall be no discrimination, interference, restraining or coercion by the Employer, or any Employer Representative, against any activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness or efficiency of the Employer's operations.

**SECTION 3** No Employee shall be discriminated against because of his/her participation or non-participation, financial or otherwise on behalf of a candidate or political party. There will be no loss of employment due to changes in political administration.

## **ARTICLE V – UNION REPRESENTATION**

**SECTION 1** The Union agrees to provide to the Employer, on a current basis, a complete list of all Local Union Officers and all authorized Stewards for the Unit, together with the designation of groups of Employees or in the area in the Union which each is authorized by the Union to represent.

**SECTION 1-A** Committees composed of Representatives of the Union and the Employer are to be established and resolve problems dealing with the implementation of this Agreement and to discuss other labor management problems that may arise.

**SECTION 2** Individual Stewards shall be granted a reasonable amount of time during working hours to discuss problems or Employee grievances with the involved Employees or with Supervision of the Employer, only after receiving approval from the Shift Supervisor as to the approximate length of time and location. At no time shall the actions of the Steward interfere with the normal operations of the Division of Correctional Services.

**SECTION 2-A** The Employer agrees to notify the Union of any changes in the personnel status of the Bargaining Unit Employees, including: name, classification of newly hired employees; resignation of employees; leave of absence; and any personnel changes which the Union requires to properly represent members of the Bargaining Unit. Such notifications are to be made to the Union Business Manager, either verbally or in writing, at the convenience of the Employer, within a reasonable period of time after such personnel changes become effective.

**SECTION 2-B** All promotions, disciplinary actions and directives are to be forwarded within five (5) days to the local Union office, with copies to each Union Steward.

**SECTION 3** In cases where the Union Steward is unable to settle a problem or grievance to his satisfaction, he shall be permitted, by the Employer, to contact his/her local Union Business Manager, during working hours, when he (the Steward) deems it necessary. At no time shall the actions of the Steward interfere with the normal running of the Division of Correctional Services.

**SECTION 4** The Business Manager, his/her designated representative or an International Union Representative, shall be given access to the Employer's premise at any time during working hours to conduct Union business.

**SECTION 5** The Business Agent shall have the power to appoint and supervise the Stewards as stated in the Constitution of Laborers International Union of North America (Art. IV – Sec. 3, E-(3) U.L.U.).

**SECTION 5-A** The Union has the right to appoint a temporary Steward to replace the regular Steward when he/she is off from work for any length of time.

**SECTION 6** To increase harmony at the Division of Correctional Services, the Union Steward shall be permitted to be present when an Employee is discussing matter pertaining to disciplinary action with Representatives of the Employer.

**SECTION 7** The Business Agent may permit each shift to elect their Steward. The length of said office should coincide with the length of each contract and terminate with each contract. The Business Agent shall have the power to accept or reject the elected Steward.

**SECTION 8** The Business Agent/Field Representative shall be afforded, within reason, the necessary leave time to conduct Union Business without loss of pay.

## **ARTICLE VI – SAVINGS CLAUSE**

Should any provision of this Agreement or any application thereof, be unlawful by virtue of any Federal Law or State Law, such provision of this Agreement shall be null and void. But in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

## **ARTICLE VII – PRESERVATION PROVISION**

The Employer agrees to the rights, privileges, conditions and benefits being employed by the Employees at the time of certification by the PLRB will not be changed or stopped unless specifically changed as a result of these negotiations and is part of this work agreement.

## **ARTICLE VIII – SENIORITY**

**SECTION 1**      **Purpose:** The purpose of this Article is to provide a declared policy of work security based upon continuous Bargaining Unit service to the Employer without unlawful discrimination or per favoritism.

**SECTION 2**      For the purpose of this Agreement, Bargaining Unit Employees shall have two (2) types of seniority; Overall Seniority and Departmental Seniority. Overall seniority will be the governing factor when selecting vacations, holiday vacations and when bidding on vacancies and new jobs. Departmental seniority will be the governing factor when selecting shifts, days off and bidding on jobs within the Employee's current department.

**SECTION 2-A**      Overall Seniority is defined as the length of continuous Bargaining Unit service with the Employer, measured from the date the Employee first became employed by the Employer or re-employed in a bargaining unit job following a break in continuous service.

**SECTION 2-B**      Departmental Seniority shall be defined as the length of continuous Bargaining Unit service with a bargaining unit department of the Employer, measured from the date the Employee first became employed in that department or re-employed in that department following a break in continuous service in that department. The recognized departments shall be: Sergeants and Corporals\*; Training Officers\*; Desk Sergeants\* K-9 Sergeants\*; Correctional Officers; Medical Department (Nurses); Work Release Counselors; Correctional Officer IIs; and Support Staff (Librarian, Dispensary Clerk/Transportation, Work Release Clerk, Supply/Population Control, Commissary Clerks, Maintenance, Chefs, Data Entry/Front Desk Clerks, and Correctional Counselors). In the event of reorganization, the Employee shall only carry his overall seniority. Also, the four departments noted with asterisks shall be permitted to retain their recognized departmental seniority shall they decide to leave their positions and return to a Correctional Officer.

**SECTION 3**      **Vacancies and New Jobs:** A vacancy is defined as a job opening in any existing job classification in the Bargaining Unit, whereas, Employee's employment relationship in the job for the Employer is terminated for any reasons whatsoever. A new job is a job opening resulting from the creation of a new workstation within the Bargaining Unit. The decision of whether or not to fill a vacancy shall be at the sole discretion of the Employer.

**SECTION 4**      **Application:** The principles of overall seniority shall govern in cases of filling of vacancies, layoffs, recalls, and selection of vacations.

**SECTION 5**      **Vacancies and New Jobs:** All vacancies and new jobs, which are filled, shall be posted by the Employer for five (5) working days in a conspicuous place. All Employees desiring to bid for such job shall notify the Administrative Office, in writing, of their interest in the job, during normal working hours (9:00 AM to 4:30 PM) and a receipt shall be given. The Employer shall award the job in accordance with



the physical fitness, ability, and efficiency of the Employee to perform the job, it being understood that seniority shall be the governing factor when qualification, experience, physical fitness, ability, and efficiency of the Employee to perform the job are relatively equal. All jobs posted shall be filled within (15) working days from the date of posting, when feasible, and not to exceed a total of forty-five (45) days.

**SECTION 5-A Promotion Procedures:** The promotion procedure will be constructed to ensure that discrimination or favoritism is avoided as well as any appearance of such. The promotion procedure shall consist of the following:

- A written test including true/false, multiple choice and fill in the blank questions.
- File review.
- Seniority award.

1. **Eligibility** To be eligible for promotion to the rank of Sergeant or Corporal, an officer must have:

- A high school diploma or G.E.D.
- Successfully completed training at the state sponsored officer cadet school or equivalent accredited training.
- First aid and firearms training certifications.
- Not sustained any major violations for a period of three (3) years prior to the expiration date of the posting announcing the position's availability, and none since posting.
- Four (4) years continuous service as a correctional officer at LCCF, with at least one thousand (1,000) days of compensable status.

(a) The Union and the County recognize that this is a policy which, in application, may contain provisions that will require subsequent changes, addition or deletion. Such change, addition or deletion shall be carried out only by mutual agreement. Further, during a promotional process governed by this document, the parties shall not alter the policy in any fashion resulting in gain or loss of advantage to any applicant in compliance with the un-amended policy.

(b) If it be established that any County Representative or any Union representative or employee, or any other person materially involved in developing, administering, or scoring any element of the promotion procedure, did deliberately or recklessly diminish the integrity of validity of the promotion procedure, that person(s) shall be permanently barred from material involvement in same.

(c) Any employee who is proven to engage in any type of dishonest conduct relating to the promotion procedure shall have his/her name removed as an applicant for promotion, and shall be restricted from re-applying for promotion for a period of five (5) years, and shall be subject to contractually appropriate disciplinary action.

2. **True/False, Multiple Choice, Fill in the Blank**: The true/false, multiple choice and fill in the blank portion of the test shall be administered in a single setting, to all applicants for promotion who meet the minimum standards as defined elsewhere. The scoring of the true/false, multiple choice and fill in the blank test shall be done jointly by a designee of the Union and a designee of the Prison Administration. A standard answer key, prepared by the Administration with the correct answers, shall be utilized. The number of correctly answered questions shall represent an officer's score. Any officer who answers a minimum of forty-five (45) of the questions correctly shall proceed with the testing procedure. The number of questions and possible points awarded shall be sixty-five (65). Questions shall be relevant to the operation at Luzerne County Correctional Facility. The questions shall be reviewed by the Union prior to testing.
  
3. **File Review**: The file review shall be applied to the official County Personnel file of each candidate. However, the on-site (Prison stowed) file shall be examined as well, before the formal review, to ensure that all pertinent information has been entered in the official (County) Personnel file.
  - (a) Each candidate shall enter the file review with a credit of ten (10) possible points. Each candidate shall examine the candidate's Prison-stowed and County Personnel- stowed file prior to the official File Review. Each candidate shall note, in writing, on a form provided by the Administration, the presence of documents which are believed to be inoperative and the reason, and may also note the absence of relevant documents the candidate believes should be included, and his/her reasoning. In the event of the former, pertinent provisions of the Bargaining Agreement shall apply. In the event of the latter, the affected candidate shall be afforded reasonable opportunity to retrieve the asserted documents, or their equivalents, and the Administration shall undertake review of its records in pursuit of same. (All measures to be carried out in response to a candidate's file challenge shall be completed prior to formal review of that candidate's file for the promotion procedure.)
  
  - (b) The official File Review shall consist of examination of all file documents relating to major violations, minor violations and attendance infractions, dated within three (3) years of the expiration date of the posting that announced the position's availability. Points shall be deducted in accordance with a predetermined, published schedule of adversity, not include draft refusal.
  
  - (c) In the event a grievance is pending of major or minor violations, the official file review shall be stayed until the resolution of said grievance(s), unless it is determined that the outcome of the grievance would not affect the selection for promotion. If the grievance could affect the outcome of the promotion procedure, that position for promotion shall be held and the parties shall expediently process the grievance. All other promotions shall continue. If an employee incurs a major violation while

his/her name is pending on a promotion list, his/her continued eligibility will be determined by the outcome of the grievance procedure.

(d) No candidate shall be awarded a File Review score of less than "0".

4. **Seniority Award:** Each candidate shall earn one-half (1/2) point per year for years of continuous service, up to five (5) points for ten (10) continuous years service. For purposes of this section, a year of continuous service shall equal two hundred sixty (260) days of compensable status.

**GENERAL INFORMATION:** When all prescribed elements of the Promotion Procedure are complete for all candidates, each candidate's aggregate score shall be established by a final scoring team, consisting of a Union designee, an Administration designee, and the County Human Resources Designee. The aggregated score will be the arithmetic sum of the candidate's official score on each element of the Procedure.

The Employer will conduct an oral interview of the three (3) candidates with the highest overall scores/points. For this oral interview, the same questions will be posed to each candidate. The Employer will then determine, in its sole discretion, which of these three (3) candidates will be awarded the promotion.

The first promotion will be awarded as set forth above and as determined by the Employer from among the three (3) candidates with the highest overall scores/points. Each subsequent promotion will similarly be awarded as determined by the Employer from among the three (3) remaining candidates with the highest overall scores/points. The Employer may establish a minimum score for eligibility for promotion. All Employees may establish a minimum score for eligibility for promotion. All employees including those who score below 80% shall receive their element scores privately, in writing.

Each promotion list shall have a life of one (1) year from the date that the first promotion is awarded. (That is, all promotions during that time period shall be awarded to employees on the list.) Candidates not promoted during the life of the promotion list shall re-apply for participation in subsequent promotion procedures, should they wish consideration for subsequently available positions.

Promotions governed by this information shall be to bargaining unit positions senior to that of correctional officer. It is understood that incumbents of such senior bargaining unit positions are "grandfathered".

Any instruction or instructional materials of which satisfactory completion is prerequisite to consideration for bargaining unit promotion shall be furnished or underwritten by the County upon written request by the Officer. All employees governed by this Agreement will have equal access to such instruction, without exception.

**SECTION 5-B** For the purpose of selecting vacations, the Employer shall allocate vacation weeks available to each shift and department (see recognized departments – Section 2-B of this Article). The Employees shall select vacations with preference being given to Employees with the greatest overall seniority. In allocating vacation weeks, the Employer shall not act arbitrarily. (See Article XXIV)

**SECTION 6** The Employer agrees to post a copy of the seniority list in a conspicuous place every six (6) months. A copy will also be forwarded to the Local Union Office. The seniority list shall indicate the date the Employer has used to determine each Employee's overall seniority and departmental seniority. The Union shall have a right to question the dates posted.

**SECTION 7** When an Employee is promoted to a new job or vacancy, he/she shall receive a reasonable probationary period not to exceed one hundred twenty (120) working days which may be extended at the discretion of the Employer after a discussion with the Union and the Employee. If the Employee fails to perform to the Employer's satisfaction on the new job or vacancy, or if the employee chooses to return to his/her previous department, he/she may return to his old job prior to the completion of his/her probationary period without losing seniority, if there is a vacancy in the previous classification.

**SECTION 7-A** After completion of the probationary period, if the employee chooses to bid on a vacancy or new job in a department they worked previously, they will maintain their departmental seniority accrued from the last day worked in that department. There shall be no departmental seniority credited for time worked outside any department. There is no timeline for this section to be applied.

**SECTION 8** Employees who are discharged for just cause, or quit on their own accord, or transfer to a non-bargaining unit position, shall lose seniority rights as of the date of discharge, quit or transfer.

**SECTION 9** An Employee's seniority will commence after a probationary period of one hundred twenty (120) working days is completed. Seniority will be retroactive to the date of permanent hire by the Division of Correctional Services.

**SECTION 10** Employees of the Division of Correctional Services who have the necessary seniority can exercise their bumping privilege to secure a better shift assignment/days off, more amendable to their personal desires once in a twelve month period. However, if an opening becomes available due to retirement, termination, or resignation, the next available union member who didn't have the seniority at the beginning of the year to bump for the available position will be allowed to bump for that position during the course of the year.

**SECTION 10-A** Employees planning on bumping to another shift/selecting new days off shall be prepared to notify the Employer or his/her representative of their intentions no later than December 1<sup>st</sup> of the calendar year. The bump will become effective the first pay period of the new-year. However, in cases of real emergencies the

above notification can be suspended after an investigation of the request is conducted by the Director or Warden.

**SECTION 10-B** When an Employee is required to involuntarily move to another or different shift to enable the Employer to train Employees, said involuntary move shall be on a temporary basis and shall not exceed a period of ninety (90) calendar days. Thereafter, the affected Employee shall be returned to their original shift. Employees shall not be required to involuntarily move (for ninety (90) days) to a different shift to accommodate training needs more than twice in any twelve (12) month period.

**SECTION 11** The seniority of Employees hired on the same day shall be determined by lot.

**SECTION 11-A** For employees who are promoted into a new department on the same date, overall seniority will determine the new departmental seniority.

**SECTION 12** The Employer may rotate the job assignments of Correctional Officers on their shift. This shall not deny the Correctional Officer his/her selected shift choice, but rather shall provide the Supervisor the discretion to rotate personnel to different job duties, as the Supervisor deems necessary.

**SECTION 13** An employee shall not suffer a break in seniority as a result of any disability, illness or injury, unless:

1. The Employee has been diagnosed as totally and permanently disabled by the Employee's treating physician; **AND**
2. The Employee, as a result of the disability, illness, or injury, which is not work related, is unable for a period of twenty-four (24) consecutive months to perform work in his/her job classification.

In the event that an Employee, who has been diagnosed as totally and permanently disabled, is physically and mentally qualified to perform his/her former position with the Employer within two (2) years from the date of onset of disability shall be returned to the job classification held prior to disability/illness/injury, with no break in seniority.

Nothing in this article shall be construed to release the Employer from its responsibilities under the American's with Disabilities Act, Pennsylvania Worker's Compensation Act, or Pennsylvania Unemployment Compensation Act, or any other applicable legislation presently or hereinafter enacted.

## **ARTICLE IX – REDUCTION OF WORKFORCE/LAYOFF**

**SECTION 1** Purpose – The purpose of this Article is to provide a declared standard policy of work security based upon continuous service to employer (in a bargaining unit position), without unlawful discrimination or personal favoritism.

**SECTION 2** The principals of Overall seniority shall be the governing factor for layoffs, furloughs, or any other reduction in workforce.

**SECTION 3** Application – In the event of a reduction of workforce, probationary and temporary employees shall be laid off first.

**SECTION 3-A** When laying off permanent employees, the Employer shall lay off in the affected department. Said employee shall have the right to bump an employee in any other department/classification in which the employee can perform the job duties, within forty-five (45) working days.

The affected employee shall have up to five (5) work days to exercise his right to bump. If the “bumped” employee has more overall seniority than another employee in another department, he then can exercise his right to bump, and so on. Once all bumps are exhausted, the least overall senior employee shall be laid off.

**SECTION 4** It is understood that in order to bump into a position which has prerequisite qualifications, an employee must provide proof of said qualifications. (Example: Behavioral Science Degree for Correctional Counselor).

**SECTION 5** Notification – In every case of reduction of workforce, the Employer shall provide written notice to the Union at least ten (10) calendar days in advance of the effective date of layoff.

**SECTION 5-A** Upon completion of bumps, following notification, the Employer shall notify, in writing, the affected employees at least seven (7) calendar days in advance of the actual layoff.

**SECTION 6** Recall – The principals of overall seniority shall govern in every case of recall. Employees who are laid off will retain their seniority rights for a period of thirty-six (36) months.

**SECTION 6-A** When a recall of employees occurs in any department, first right of recall shall be given to the most overall senior affected employee from said department, whether or not he/she exercised their right to bump to another department during the reduction of workforce which affected them.

**SECTION 7** All employees affected by any reduction of workforce shall retain their departmental seniority, from the time they were involuntarily laid off.

In the event of a reduction of workforce, any employee who held a position in another department and bumps back to their former department, shall carry their departmental seniority which they previously accrued in that department.

There shall be no departmental seniority credited for time worked outside any department.

Example: Worked as Correctional Officer for 2 years, 8 months, and transfers to Correctional Counselor and works in that department for 6 months, and is displaced and exercises his right to bump back to Correctional Officer, he/she would have 2 years, 8 months departmental seniority.

## **ARTICLE X – HOURS OF WORK**

**SECTION 1** The basic work week of Employees shall consist of forty (40) hours scheduled on a basis of five (5) days of eight (8) hours each, subject to the further provision of other sections of this Article. It is agreed and understood that the Employer will make a genuine effort to schedule the work of the Employees so that each is on a five (5) consecutive day basis.

**SECTION 2** The ordinary shift for the Correctional Officers shall be 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM, and 11:00 PM to 7:00 AM. The ordinary shifts for the Desk Sergeants shall be 5:30 AM to 1:30 PM, 1:30 PM to 9:30 PM, and 9:30 PM to 5:30 AM.

**SECTION 3** The ordinary shifts for Maintenance Men shall be 6:00 AM to 2:00 PM and 12:00 PM to 8:00 PM.

**SECTION 4** The ordinary shifts for the Chefs shall be 5:00 AM to 1:00 PM and 10:00 AM to 6:00 PM.

**SECTION 5** The Shifts for the Nurses shall be at the discretion of the Employer based on the efficient operation of the Institution.

**SECTION 6** The ordinary shift for Correctional Counselors shall be 7:00 AM to 3:00 PM.

**SECTION 7** In cases of extreme emergency, the ordinary shift schedule may be altered by the Warden.

**SECTION 8** The hour of duty of the assigned shift shall include one-half hour uninterrupted lunch period.

**SECTION 9** The ordinary shift for Minimum Offender Unit Counselors and Correctional Officer II will be as follows:

COUNSELORS	-	First Shift	5:30 AM to 1:30 PM
	-	Second Shift	1:30 PM to 9:30 PM
CO II	-	First Shift	7:00 AM to 3:00 PM
	-	Second Shift	3:00 PM to 11:00 PM
	-	Third Shift	11:00 PM to 7:00 AM

It is understood, by both Parties, that the above hours are only the ordinary shift schedule of the Minimum Offender Unit, including Correctional Officer II whose hours may be rearranged by the Employer to meet the demands of the job, by mutual agreement with the Union.

**SECTION 10** The ordinary shift schedule for Office Personnel is as follows:

CLERK	-	8:00 AM to 4:00 PM
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The ordinary shift for K-9 officers shall be 7:00 AM to 3:00 PM and 3:00 PM to 11:00 PM, Monday through Friday, with the County having the right to schedule any newly appointed K-9 officers to the above shifts on weekends.

**SECTION 11** When the occasion exists that an Employee must report off duty for the day, he/she will call the appropriate person no less than ninety (90) minutes before his/her assigned shift commences.

**SECTION 12** **Jury Duty** – If an employee is required to attend Jury Duty, on his/her normal working day, he/she shall be compensated at their normal rate of pay. Monies received from the Courts for such duties shall be returned to the County. Shall he/she serve any day of which is not part of their normal work week the Employee will be permitted to keep such monies for those days, as well as all travel compensation.

## **ARTICLE XI – SHIFT COVERAGE**

**SECTION 1** The Employer agrees that sufficient Employees must be scheduled for every shift in order to assure the safety of the public and the protection of the Employees. To effectuate this policy the following Employees will be scheduled at the Luzerne County Correctional Facility :

FIRST SHIFT	7:00 AM to 3:00 PM	
	Twenty-Nine	(29) Correctional Officers
	One	(01) Desk Sergeant
SECOND SHIFT	3:00 PM to 11:00 PM	
	Twenty-Nine	(29) Correctional Officers
	One	(01) Desk Sergeant



THIRD SHIFT	11:00 PM to 7:00 AM	
	Fourteen	(14) Correctional Officers
	One	(01) Desk Sergeant

**SECTION 1-A** It is understood between the Parties that the above minimum manning compliment is based upon prison population of three hundred and thirty-five (335) inmates. The above complement of Correctional Officers will man the shifts at a minimum as detailed above for the term of this Agreement. The Employer shall increase or may decrease Correctional Officer manning by utilizing the following ratio during the term of this Agreement based upon fluctuation in prison population. At all times and on all shifts there shall be a minimum of one (1) male Correctional Officer and one (1) female Correctional Officer on duty.

Regarding Correctional Officer manning in the Luzerne County Correctional Facility, the Employer shall either increase or decrease the number of Officers on a fifteen-to-one (15-1) ratio. For each increase (over or above 335) or fifteen (15) inmates at the facility, the Employer shall increase the minimum complement of personnel by one (1) Correctional Officer. When prison population decreases, the compliment of personnel may be reduced according to the fifteen-to-one (15-1) ratio previously described. The aforementioned ratio shall not be implemented to cover short-term population expansions, which may occur for a period of less than six (6) months. During the term of this Agreement, the Employer shall confer with the Union, upon request, and review the need to increase or decrease the minimum manning complement contained in Section 1. Adjustments to said manning shall be made by mutual agreement according to the terms and provisions contained herein.

Whenever the manning compliment is increased, the placement, duties, or job assignments of the additional Correctional Officers shall be at the sole discretion of the Employer.

**SECTION 1-B** The aforementioned minimum complement of personnel does not include Chefs, Maintenance, Nurses, Dispensary Clerk/Transportation, Librarian, Supply Clerk/Population Control, Commissary Clerk, Training Officers, Data Entry/Front Desk Clerk, or Union Field Representative.

**SECTION 1-C** If the number of Personnel scheduled to work falls below the above figures, the Shift Supervisor will authorize the Union Steward on duty to call in additional personnel to maintain what we believe is the appropriate number of Correctional Officers needed to fulfill the security measures of the Prison. The system under which to call in additional personnel shall be the “Round Robin System”, as explained in Sections 5 and 6 of Article XII – Overtime.

**SECTION 1-D** In cases of emergency, the Supervisor, after contacting the Director or Warden, has full authority to summon the required personnel to quell the disturbance or emergency.

**SECTION 2** All prison employees may be used as Correctional Officers only in cases of extreme emergency. However, this does not imply that the above mentioned Employees can be used as Correctional Officers to fill in on overtime assignments.

**SECTION 3** If an assigned Data Entry/Front Desk Clerk fails to report for duty, a Union Steward will make every attempt to replace him/her with another Data Entry/Front Desk Clerk, should they be unable to make that replacement, the Shift Lieutenant can replace him/her with a Correctional Officer, if the shift has the minimum coverage as stated in Section 1 of Article. If unable to get volunteers, the least senior Data Entry/Front Desk Clerk will be forced to work.

**SECTION 4** In the event Luzerne County builds a new correctional facility, the Union and the Employer agree to re-negotiate the minimum manning (Art XI – Shift Coverage) of the collective bargaining agreement to better suit the security needs of the facility.

## **ARTICLE XII – OVERTIME**

**SECTION 1** All Employees required to work in excess of eight (8) hours in any one day will be compensated at the rate of one and one half of the established rate of the position which he/she is assigned to on overtime.

**SECTION 2** All Employees required to work on their sixth day of a work week will be compensated at the rate of time and one half times the established rate for the position which he/she is assigned.

**SECTION 3** All Employees required to work on the seventh day of a work week will be compensated at the rate of two (2) times (double) the established rate for the position to which they are assigned. In order to qualify for double time payment on the seventh day of a work week, the Employee must have worked six (6) consecutive days during that work week. Contractual holidays, vacation days, bereavement leave, and paid training days shall be considered as time worked for the purpose of receiving double time on the seventh day of a work week.

**SECTION 4** All Employees required to work on a Holiday will be compensated at the rate of one and one half times the established rate, plus the normal eight (8) hours pay for the agreed to holiday. This means if an Employee works eight (8) hours on an agreed holiday, he/she will receive twenty (20) hours wages for his/her eight (8) hours work. When Employees are required to work in excess of eight hours on a holiday, they shall be paid double time for all hours in excess of eight (8) hours. If a holiday falls on an Employees regular day of work, the Employee will be required to work said holiday. If the manning complement is over the minimum required by Section 1 – Article XI – Shift Coverage, the most overall senior Employees will be asked to take the holiday off until the minimum manning complement is met. If no Employee wants the holiday off, the least senior Employees will be required to accept the day off until the minimum

manning complement is met. In the event overtime occurs on the holiday, the most senior person that was required to accept the day off will be asked first to work. Once all Employees that have been required to accept the day off refuse the overtime, the round robin system will then apply.

**SECTION 5** When an overtime opportunity occurs, the Union Steward shall utilize the following system for obtaining a fill in:

**STEP 1: Day Off, Own Shift, Round Robin.** Meaning he/she is to contact the individuals that are off on that particular day but work the shift which is in need of overtime (i.e., if the overtime need is on first shift you will call first shift employees), utilizing the “Round Robin System” as stated in Section 6 of this Article. If they are unable to fill the necessary positions they will go to the next step.

**STEP 2: Day Off, Shift Following.** Meaning he/she will resort to individuals who are off that day but work the following shift which needs to be filled (i.e., if someone is needed to work first shift, you will go to those employees who are working second shift). If they are still unable to fill the necessary positions, they will resort to the next step.

**STEP 3: Day Off, Prior Shift.** Meaning he/she will contact the individuals who are off that day, but work the prior shift that needs to be filled (i.e., if someone is needed to work first shift you will go to those employees who work third shift). If they are still unable to fill the necessary positions, they will resort to the next step.

**STEP 4: In-House Shift Prior, Round Robin.** Meaning they will ask the individuals that are currently working prior to the needed shift, utilizing the “Round Robin System”, as stated in Section 6 of this Article. If the Union Steward is still unable to fill the necessary position, he/she shall resort to step 5.

**STEP 5: In-House Shift Following.** Meaning, they will ask the individuals who are working the following shift for which the coverage is needed (i.e. Employees working third shift and there is a need for second shift coverage, they will ask the employees who are scheduled to work third shift).

In the event that the above procedure fails to fill the necessary positions, the lowest departmental senior person working the prior shift will be forced to cover the needed shift, taking into consideration Section 8-A of this Article.

**SECTION 6: “Round Robin System”** Following in this procedure, the most senior Employee, not working, will be called first. If he/she declines to work, or is not home and has an answering machine, he/she will be credited as a time asked to work and the next senior person will be called and so on, until someone accepts the overtime. When the next overtime is available, the Union Steward will then pick up where they left off and call the most senior Employee following the one who worked the last overtime. Once all Employees available to work overtime were asked to work, the process starts over again. The Union will maintain books on this system.

**SECTION 6-A** If a grievance arises over equalization of the overtime assignments, it shall consist of one Union Staff Member, one Employee Representative and one impartial person, jointly accepted by both parties.

**SECTION 6-B** The Committee shall not award back pay to an Employee due to the incorrect use of equalization listing. The grieved Employee shall be given the next opportunity to work an overtime to compensate the loss.

**SECTION 7** Employees may request to be excused from overtime assignments, and if their request is granted, they will be excused from such overtime assignments. However, this excuse will not apply to emergency work of any kind. Every thirty (30) days a re-evaluation must be performed by a County Physician to determine whether the excuse is still valid.

**SECTION 8** It is directed that the least senior Employee in the Department shall work the first double shift, if attempts to get volunteers fails.

**SECTION 8-A** In the event that another double shift occurs within a five (5) day work week, the second least senior Employee in the Department shall work the shift.

**SECTION 9** All hospital duties shall be performed by Luzerne County Correctional Facility Officers. An Officer working hospital duty on his/her regular shift shall receive regular straight time pay. Officers volunteering or forced to work hospital duty during hours outside the regular scheduled shift, or on a day off, shall receive applicable overtime rate.

## **ARTICLE XIII – REPORTING TIME**

**SECTION 1** Any Employee who is scheduled to work for any particular work week shall consist of at least forty (40) hours pay.

**SECTION 2** **Call Back Pay:** When an Employee is called in after the Employee has completed his regular shift and left the premises or at any time other than the Employee's regular shift, said Employee shall be assured a minimum of four (4) hours pay at the applicable rate. It is recognized by the Employer and the Union that these provisions shall not apply to an Employee notified, prior to clocking out, of an overtime requirement to work immediately before or immediately after his regular working hours.

**SECTION 3** **Roll Call/Muster:** The work shift consist of eight (8) hours with-in the pre-established work schedule which shall be exclusive of a roll call/muster period, that is not more than five (5) minutes prior to the beginning of the work shift. Such roll call/muster periods shall not be counted as time worked for the purpose of calculating daily or bi-weekly overtime.

## ARTICLE XIV – WAGES

### SECTION 1 Wage Rates For Correctional Officers Who Have Reached Top Rate

#### TOP RATE

Effective January 1, 2014 .....	\$56,310.65
Effective January 1, 2015 .....	\$57,718.42
Effective January 1, 2016 .....	\$57,718.42
Effective January 1, 2017 .....	\$58,872.78
Effective January 1, 2018 .....	\$60,050.24

**SECTION 2** Correctional Officers shall automatically advance on their individual anniversary date of employment following completion of the longevity requirements. As across-the-board increases become effective, said wage increases shall be applied to all of the above percentage scales on January 1<sup>st</sup> of each contract year without regard to the anniversary/hire date of individual Employees.

**SECTION 2-A** For Correctional Officers hired after January 1, 1996 and before January 1, 2013, and continuing during the life of this agreement, the following wage progression format, based on time in service shall be used.

NEW HIRE -	50% of prevailing top rate of CO
STEP TWO – After 1 year	55% of prevailing top rate of CO
STEP THREE – After 2 years	60% of prevailing top rate of CO
STEP FOUR – After 3 years	65% of prevailing top rate of CO
STEP FIVE – After 4 years	70% of prevailing top rate of CO
STEP SIX – After 5 years	75% of prevailing top rate of CO
STEP SEVEN – After 6 years	80% of prevailing top rate of CO
STEP EIGHT – After 7 years	90% of prevailing top rate of CO
STEP NINE – After 8 years	100% of prevailing top rate of CO

For Correctional Officers hired on or after January 1, 2013, the first step of the Wage Progression Scale above is removed so that the following wage progression format, based on time in service, applies:

NEW HIRE -	55% of prevailing top rate of CO
STEP ONE – After 1 year	60% of prevailing top rate of CO
STEP TWO – After 2 years	65% of prevailing top rate of CO
STEP THREE – After 3 years	70% of prevailing top rate of CO
STEP FOUR – After 4 years	75% of prevailing top rate of CO
STEP FIVE – After 5 years	80% of prevailing top rate of CO
STEP SIX – After 6 years	90% of prevailing top rate of CO
STEP SEVEN – After 7 years	100% of prevailing top rate of CO

**SECTION 2-B** During the life of this Agreement the following Wage Progression Scale will be used for all newly hired **DATA ENTRY/FRONT DESK CLERKS**.

NEW HIRE	75% of current top rate of position
STEP ONE – After 1 year	80% of current top rate of position
STEP TWO – After 2 years	85% of current top rate of position
STEP THREE – After 3 years	90% of current top rate of position
STEP FOUR – After 4 years	95% of current top rate of position
STEP FIVE – After 5 years	100% of current top rate of position

**SECTION 2-C** Wage Progression Format for all **SUPPORT STAFF and CORRECTIONAL OFFICER II'S**, with the exclusion of Data Entry/Front Desk Clerks, hired after **January 1, 1996**, and continuing for the life of this Agreement, will be as follows (see Appendix A of February 2010 Arbitration Award):

NEW HIRE	60% of current top rate of position
STEP ONE – After 1 year	65% of current top rate of position
STEP TWO – After 2 years	70% of current top rate of position
STEP THREE – After 3 years	75% of current top rate of position
STEP FOUR – After 4 years	80% of current top rate of position
STEP FIVE – After 5 years	85% of current top rate of position
STEP SIX – After 6 years	90% of current top rate of position
STEP SEVEN – After 7 years	95% of current top rate of position
STEP EIGHT – After 8 years	100% of current top rate of position

**SECTION 2-D** Wage Progression Format for all **SUPPORT STAFF** hired after **January 1, 2004** and continuing for the life of this Agreement, will be 85% of the current top rate of position for all newly hired Support Staff. Effective **January 1, 2015**, this provision no longer applies.

**SECTION 2-E** Newly hired nurses will be brought in at salary recognized in Wage Progression Scale.

**SECTION 2-F** Newly hired Work Release and Correctional Counselors will be subject to Section 2-D of this Article and the salary will be 85% of the current top rate and will not be subject to the Wage Progression Scale. Effective **January 1, 2015**, Work Release and Correctional Counselors will be paid at 100% of the current top rate and will continue not to be subject to the Wage Progression Scale.

**SECTION 3** **Transfers:** Employees shall carry their time in service at the prison when they elect to transfer from one job classification to the “Correctional Officer” job classification for the purpose of overall seniority only. Salary will be in accordance with the Wage Progression Scale in Section 2-A of this Article and the Employee will begin the scale at Step One, the same as a newly hired Correctional Officer bidding. The reverse also applies (i.e., such as a Correctional Officer bidding on a Support Staff Position. However, if the Correctional Officer fills in, at this position, on a regular basis they will enter in at the Top Rate of said position.)

**SECTION 4**      **MINIMUM RATES FOR ALL CLASSIFICATIONS:** The job classifications and minimum annual rates of pay which shall prevail during the term of this Agreement shall be set forth and contained in **ADDENDUM “A”** which shall be developed and attached hereto and considered in all respects to be part of this Agreement. There should be across the board increases as follows:

Effective January 1, 2014	0%
Effective January 1, 2015	2.5%
Effective January 1, 2016	2.5% bonus paid the first payroll of 2016
Effective January 1, 2017	2.0%
Effective January 1, 2018	2.0%

The increases for 2015, 2017 and 2018 are incorporated into **ADDENDUM “A”** in Section 8 of this Article.

**SECTION 5**      **LONGEVITY:** Effective January 1, 2014 the following longevity schedule will take effect:

After 5 years of service	<u>200.00</u>
After 10 years of service	<u>400.00</u>
After 15 years of service	<u>800.00</u>
After 20 years of service	<u>1,200.00</u>
After 25 years of service	<u>1,500.00</u>

Longevity checks will be issued in a lump sum by voucher within forty-five (45) days after the Employees anniversary date of hire.

**SECTION 6**      The rate of pay of any Employee transferred from one classification (i.e., Correctional Officer) to another classification (i.e., Desk Sergeant) shall be computed to enable a person to receive the rate of the schedule effective on the date that he/she began his/her new duties. Such rate shall be in accordance with his/her total period of service with the Employer on the date of his/her new classification.

**SECTION 7**      The Employer agrees to pay an Employee in a higher pay classification the higher classification pay when he/she performs work in a lower pay classification. The Employer also agrees to pay an Employee in a lower pay classification the higher classification pay when he/she performs work in the higher classification.

**SECTION 8**      In the event a new or a substantially changed job classification or new departments are required to be instituted which are not contemplated or included at the inception of this Agreement, the Employer will set the initial rate of pay and accompanying conditions. If the Union disagrees with said pay and conditions, they shall notify the Employer, in writing, that they desire to negotiate rates of pay and

accompanying conditions. Negotiations shall commence within thirty (30) days of said notification. If mutual agreement cannot be reached, the issue shall be submitted to binding arbitration as provided in this Agreement. Any decision reached either through negotiations or binding arbitration shall be retroactive to the original date upon which the job or departments are established.

**ADDENDUM A:** Minimum Wage Rates for all Classifications - except as provided elsewhere in this Article, all other Employees shall be paid the following minimum rates during the life of this Agreement:

**WAGE TABLE**

	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018
Desk Sergeants	\$59,026.27	\$60,501.93	\$60,501.93	\$61,711.97	\$62,946.20
Sergeants/K-9	\$59,026.27	\$60,501.93	\$60,501.93	\$61,711.97	\$62,946.20
Corporal	\$58,441.01	\$59,902.04	\$59,902.04	\$61,100.08	\$62,322.08
Training Officers	\$58,441.01	\$59,902.04	\$59,902.04	\$61,100.08	\$62,322.08
Chefs	\$56,982.53	\$58,407.09	\$58,407.09	\$59,575.24	\$60,766.74
Records/Population	\$60,196.80	\$61,701.72	\$61,701.72	\$62,935.75	\$64,194.47
Librarian	\$47,886.35	\$49,083.51	\$49,083.51	\$50,065.18	\$51,066.48
Maintenance	\$56,988.38	\$58,413.09	\$58,413.09	\$59,581.35	\$60,722.98
Nurse	\$49,408.04	\$50,643.24	\$50,643.24	\$51,656.11	\$52,689.23
Supply Clerk	\$55,236.10	\$56,617.00	\$56,617.00	\$57,749.34	\$58,904.33
Correctional Officer II	\$49,046.34	\$50,272.50	\$50,272.50	\$51,277.95	\$52,303.51
Commissary Clerk/Restitution	\$51,323.02	\$52,606.10	\$52,606.10	\$53,658.22	\$54,731.38
Counselor	\$56,988.38	\$58,413.09	\$58,413.09	\$59,581.35	\$60,772.98
WR Clerk	\$49,816.55	\$51,061.96	\$51,061.96	\$52,083.20	\$53,124.87
Correctional Officers	\$56,301.65	\$57,718.42	\$57,718.42	\$58,872.78	\$60,050.24
Bookkeeper	\$41,068.02	\$42,094.72	\$42,094.72	\$42,936.61	\$43,795.35
Data Entry	\$39,638.80	\$40,629.77	\$40,629.77	\$41,442.37	\$42,271.21

**SECTION 9** Effective January 1, 2014 and continuing for the life of this Agreement, all wages shall be paid in accordance with the terms of this Article. Any previous practices, side agreements, whether verbal or in writing, which pertain to wages not specifically included in this Article, are hereinafter declared null and void.

**ARTICLE XV – SHIFT DIFFERENTIAL**

**SECTION 1** Employees who work on the second shift as their regularly scheduled shift will be compensated at the established hourly rate plus a shift differential of \$.40 per hour.



**SECTION 2** Employees who work on the third shift as their regularly scheduled shift will be compensated at the established hourly rate plus a shift differential shall be increased to \$.50 per hour.

## **ARTICLE XVI – CLOTHING ALLOWANCE**

**SECTION 1** The Employer shall provide uniforms (consisting of trousers, shirt, shoes and winter jacket) to all Employees. Every effort shall be made to facilitate early delivery of the initial uniform for each Employee.

**SECTION 2** When an Employee is hired, he/she shall be supplied with two (2) pair of trousers and two (2) shirts, a winter jacket, a pair of shoes, and one (1) pair of handcuffs. Following an Employee's initial issuance of said items, he/she shall receive a clothing allowance each year of six hundred twenty-five dollars (\$625.00) effective the first pay period of every year. Union members can designate, as a group, three (3) clothiers, provided the chosen clothiers can supply the type, texture, color, etc. of the uniforms as sanctioned by the Employer. The County shall have the right to verify that these amounts have been validly expended for approved uniform and equipment purchases.

**SECTION 3** The Employer shall provide three (3) sets, nine (9) uniforms in all, of rain gear, each set consisting of a raincoat and a plastic hat cover, in each of three sizes, small, medium, and large and make them available for use by Officers on any shift who may need them during inclement weather.

**SECTION 4** Upon termination of employment, if an Employee has less than one (1) year of service with the Employer, he/she must return all issued clothing and equipment.

**SECTION 5** New Employees who complete their one hundred twenty (120) day probationary period prior to June 30<sup>th</sup> of each year will receive the full allotted clothing allowance as set forth in this Agreement. New Employees who complete their one hundred twenty (120) day probationary period after July 1<sup>st</sup> of the calendar year will receive one-half (1/2) of the allotted clothing allowance as set forth in this Agreement.

## **ARTICLE XVII – HOSPITALIZATION AND LIFE INSURANCE**

**SECTION 1** The Employer will provide each full time eligible employee with a healthcare insurance plan for the eligible employee and his/her dependents. The County's current health care plan (BlueCare HMO), which includes a prescription drug

plan, shall be adopted as of January 1, 2015 as the healthcare plan for all eligible employees. Should the Employer desire to change healthcare plans, the Employer will provide sixty (60) days' advance notice of the proposed change to the Union and will Meet and Discuss the proposed change with the Union. However, if the parties are unable to reach agreement, the Employer may offer, at its sole discretion, a comparable plan as a substitute for the current plan. Additionally, any future additional options for health insurance coverage, if contracted by the County for all County employees, will be made available to bargaining unit employees for the term of this Agreement.

**SECTION 1-A** Effective January 1, 2015, all employees will contribute a monthly premium share, depending on coverage selected, in accordance with the following chart:

Single - \$45.00  
Husband/Wife - \$90.00  
Family - \$110.00  
Parent/Child - \$65.00  
Parent/Children - \$85.00

For 2016 and 2017, the premium share should be raised by 10% in each year. For example, in 2016, H/W will pay \$99.00; in 2017 H/W will pay \$109.00. In any event, the premium share for 2016 and 2017 will be the lesser of these 10% per year increases or 10% of the actual premium. As of January 1, 2018, the premium share will be 10% of the actual premium.

**SECTION 1-B** A vision program is provided only for all eligible employees in the current health care plan. Effective January 1, 2015, eligible employees will have the option of purchasing vision insurance for their dependents.

**SECTION 2** An employee who drops out of the health plan entirely will receive an annual incentive of \$1,500.00 in 2014, 2015 and 2016 and \$1,800.00 in 2017 and 2018. Employees who elect to drop the County's health care program must provide proof of their coverage under another person's plan. If both spouses are employed by the County, only one is eligible as the primary insured, with the other employee classified as a dependent. Other dependents of the primary insured can be covered by the County plan or can elect to be covered under another person's plan. Dependents are not eligible to receive the bonus payment. This bonus payment will be prorated for full time employees who work less than twelve (12) months during the calendar year.

**SECTION 3** Any Employee who is separated from duty due to illness or injury, and does not qualify for workman's compensation will be entitled to have his/her medical coverage continued for a period of ninety (90) days after all of their accrued sick leave, vacation time, and personal days are exhausted. (i.e. the Employee is not receiving a salary from the prison payroll.)

**SECTION 3-A** Any Employee who is separated from duty due to a work related injury caused by a direct altercation with an inmate will be entitled to have his/her medical coverage continued for a maximum period of twenty-six (26) weeks as described in Article XXVIII – Safety and Health.

**SECTION 3-B** The Employer agrees to extend medical coverage an additional ninety (90) days after the twenty-six (26) week period if an Employee is still unable to return to work, and has exhausted all his/her accrued sick time, vacation time, and personal days.

**SECTION 3-C** For retirees, the Employer, until the Union member attains Medicare eligibility, shall provide the same medical benefits or their equivalent as enjoyed by active employees. The premium share shall be the same as that paid by active employees on the date the employee retires. This rate shall remain unchanged until the retiree attains Medicare eligibility.

1. This benefit applies to the Retiree. The Retiree’s spouse, should (s)he elect to be covered, shall be required to pay the prevailing difference in cost, in excess of \$100.00 per month, for such insurance. The retiree and spouse must elect to be covered under the Retiree’s insurance plan at the time the Union Member retires. This is a one time decision and the Retiree and spouse cannot later choose to return to County coverage once they or either of them has opted not to join.
2. Eligibility and responsibility for payment shall be defined as follows:
  - (a) Twenty (20) or more years of service and age fifty-five (55) or older, the cost of the benefit shall be as described in Section 3-C above. This in no way excludes any Employee who retires with twenty plus years of service from receiving these benefits.
  - (b) Any Retiree with twenty (20) or more years of service must wait until age fifty-five (55) to receive these benefits.
  - (c) Less than twenty years (20) of service AND age sixty-two (62) or older, according to the following chart:

<b><u>YEARS OF SERVICE</u></b>	<b><u>% PAID BY COUNTY</u></b>	<b><u>% PAID BY EMPLOYEE</u></b>
10	50	50
11	55	45
12	60	40
13	65	35
14	70	30
15	75	25
16	80	20
17	85	15
18	90	10
19	95	05
20	100	00

For those with less than twenty (20) years of service, you must wait until the age of sixty-two (62) to receive this benefit, but you

must have at least ten (10) years of service and age fifty (55) at retirement to receive any benefit.

3. This benefit is subject to the terms and conditions of the contract with the Insurance Carrier. Any disputes are between the Retiree and/or spouse and the Insurer.
4. Any employee hired after January 1, 2017 will not receive this benefit.

**SECTION 4** The County will provide Employees with an opportunity to enroll in Dental coverage on a group basis at no cost to the Employer.

**SECTION 5** Through the life of this Agreement, the Employer shall continue to provide the group Life Insurance coverage in the amount of fifty thousand dollars (\$50,000.00) with double indemnity in the event of accidental death, for each Employee in the Bargaining Unit who has completed one hundred twenty (120) days of service with the Employer.

## **ARTICLE XVIII – PENSION**

After twenty (20) years of service (with no age limit) an Employee can retire with full benefits currently existing in the Luzerne County Pension Plan System.

## **ARTICLE XIX – SICK LEAVE**

**SECTION 1** Full time Employees shall be granted one and one half (1 ½) days of sick leave for each month of service. Employees shall be eligible to take such leave after ninety (90) days of service with the Employer.

**SECTION 2** Employees shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of one hundred twenty-five (125) days. All days of sick leave accumulated prior to the date of this Agreement shall be retained by each Employee and shall constitute a part of the total. The Employer agrees to buy back at a rate of one hundred percent (100%) annually any accumulation of sick days above the maximum set of one hundred twenty-five (125) days.

**EXAMPLE:** The Employee is entitled to eighteen (18) sick days per year and the Employee used six (6) days in the calendar year. With twelve (12) days left in his/her sick bank, he/she will be entitled to be paid for twelve (12) unused days for that calendar year. It is understood by the Parties that sick leave days are earned and accumulated from January 1 to December 31 of each calendar year. The Employee's request to buy back sick leave days will be made to the Employer by December 31<sup>st</sup> of each year. The Employer shall make payment on or about February 15<sup>th</sup> of each year.

**SECTION 3** No paid sick leave shall be granted unless the Employer is notified of the absence at least ninety (90) minutes prior to the Employee's scheduled starting time.

**SECTION 4** The Employer may request a physician's certificate for any absence but if the absence is for three (3) days or less, the Employer will pay for the said certificate. The Employer at any time may select the physician if he so desires.

**SECTION 5** The Employee has the ability to review the status of sick time on a daily basis utilizing the time clock system.

**SECTION 6** The Employer agrees to buy back all accumulated sick leave if the Employee retires, is terminated, separates himself from the Employer, or becomes deceased. The buy back pay shall be forty percent (40%) of the current rate.

**SECTION 7** When sickness in the immediate family requires the Employee's absence from work, the Employee may not use more than ten (10) days of such leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons residing in the Employee's household: husband, wife, child, and parent. The Employer may require proof of such family illness according to Section 4 of this Article.

## **ARTICLE XX – BEREAVEMENT LEAVE**

**SECTION 1** All full time Employees shall be entitled to five (5) continuous working days of leave, with pay, when there is a death in the Employee's immediate family which shall be defined as: present spouse, child or step-child, mother or step-mother, father or step-father, brother or sister, or anyone who has virtually held the position of parent or child.

**SECTION 2** All full time Employees shall be entitled to three (3) continuous working days of leave, with pay, when there is a death in the Employee's family, which shall be defined as: grandmother, grandfather or grandchild; PRESENT in-laws (mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or grandparent(s)-in-law) and any relative residing in the household of the employee.

**SECTION 3** All full time Employees shall be entitled to one (1) day of leave, with pay, for death and burial of other relatives defined as; uncles and aunt. (Employee's father, mother, or siblings, not the spouse's relatives.)

## **ARTICLE XXI – LEAVE OF ABSENCE**

**SECTION 1** After completing one (1) year of service, an Employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his/her employment. This period of such leave of absence shall not exceed one (1) year but it may be renewed or extended at the request of the Employee when necessary.

**SECTION 2** One (1) year leave of absence, with any requested extension for educational purposes, may not be provided more than once in any three (3) year period.

**SECTION 3** Employees may also be granted a leave of absence with or without pay for educational purposes, for a reasonable length of time, to attend conference, seminars, briefing sessions, union conventions or other meetings of similar nature that are intended to improve or upgrade the individual's skills or professional ability, provided it does not interfere with the operation of the Employer.

**SECTION 4** Employees may be granted leave of absence without pay at the sole discretion of the Employer.

**SECTION 5** Employees who are elected (or appointed) to a full time position as Union Officials or Representatives may, at the written request of the Employee, be granted leave without pay for the maximum term of office without a break in seniority.

**SECTION 6** After ninety (90) consecutive days of unpaid medical leave or Workman's compensation for an accident not involving an inmate, the Employee's seniority stops and does not continue until they return to full time employment.

**SECTION 7** When an Employee is granted unpaid medical leave, it is with the understanding that they will visit a County designated physician every thirty (30) days to determine the continuation of disability.

## **ARTICLE XXII – MILITARY LEAVE**

**SECTION 1** Employees who are required to attend military reserve summer camp shall be permitted to attend for a period of two (2) weeks per year, without loss of pay. The Employer agrees to pay the Employee the difference between his/her regular rates of pay and the pay allotted to him/her by the military.

**SECTION 2** The two (2) weeks military leave shall not be charged against the Employee's vacation leave.

## **ARTICLE XXIII – HOLIDAYS**

**SECTION 1** The days to be known as **PAID LEGAL HOLIDAYS** are as follows:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 8. Easter           |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. President's Day        | 10. Christmas Day   |
| 4. Memorial Day           | 11. Flag Day        |
| 5. Independence Day       | 12. Columbus Day    |
| 6. Labor Day              | 13. 6 Personal Days |
| 7. Veteran's Day          |                     |

**SECTION 1-A** All Holidays, with the exception of New Year's Day, Flag Day, Independence Day, Easter and Christmas Day (which will be celebrated on the actual day of the Holiday) are to be celebrated on the same day as the Court House for security reasons. All holidays will start on the first shift of the given Holiday and not on the Eve of the Holiday. The Holidays will be worked with a minimum amount of personnel.

**SECTION 2** An Employee shall receive eight (8) hours pay at their regular rate whether they work on the Holiday or not. If an Employee is scheduled to work and calls off sick on the day before the Holiday, the Holiday, or the day after the Holiday, he/she will not receive Holiday pay, unless the Employee, on his/her first day returning to work, produces a Physician's certificate setting forth the following:

1. The Physician examined the Employee or a member of his immediate family as defined in Article XIX, Section 7 on this particular holiday.  
AND;
2. In the case of the Employee, that the Employee could not engage in his employment duties on that Holiday due to a medical/mental condition.  
AND;
3. The signature of the Physician and the date of the examination.

To receive pay for working a contractually designated holiday an employee must work the entire shift on the day prior to the holiday (if scheduled) and the entire holiday shift unless the employee complies with medical certification requirements specified currently in this Agreement that are applicable to holiday pay.

**SECTION 3** If an Employee is called out to work on a Holiday, he/she shall be guaranteed at least four (4) hours of work.

**SECTION 4** Should an Employee be on authorized leave when a Holiday occurs, such Holiday shall not be charged against such leave.

**SECTION 5** When an Employee requests a Personal Holiday, (s)he must give the Employer reasonable notice whenever possible. Except as provided in Section 7 of this Article and Section 1-D of Article XI (Shift Coverage), Personal Holidays will be granted at any time as long as the employee calls off no later than ninety (90) minutes before the start of the shift in question.

**SECTION 6** For the purpose of computing overtime, the hours of Holiday pay shall be credited as time worked.

**SECTION 7** Personal Holidays cannot be used on Holidays (as listed above), Christmas Eve or New Year's Eve.

## **ARTICLE XXIV – VACATIONS**

**SECTION 1** Eligible Employees with one (1) or more years of service shall be granted an annual leave (vacation) based upon their years of service. Employees shall earn leave credits as of their date of hire with the Employer. The Employees shall be entitled to paid annual leave as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>ANNUAL LEAVE ENTITLEMENT</u></b>
After 1 year	5 days or 1 week or 40 hours
After 3 years	10 days or 2 weeks or 80 hours
After 5 years	15 days or 3 weeks or 120 hours
After 10 years	20 days or 4 weeks or 160 hours
After 15 years	28 days or 5 weeks/3 days or 224 hours
After 20 years	½ day for each additional year

**SECTION 2** The Union agrees to prepare the Vacation schedule at the beginning of each calendar year. Once the Vacation schedule is prepared it will be submitted to the Employer for approval.

**SECTION 3** Vacation leave shall be picked by the Employee according to seniority with first preference being given to the Employee with the most overall seniority. The system to pick Vacation will be as follows: starting with the overall senior person choosing a maximum of two (2) full weeks then continuing down the seniority list, he/she will pick their vacation using full week Vacation periods of five (5) consecutive days between the employees scheduled days off. Once that cycle has been completed, a second round of full week vacations will be chosen, again with first preference being given to the Employee with the most overall seniority and continuing down the seniority list. Once all the full week vacation days are scheduled a third round of picks will be done, starting with the overall senior Employee and continuing down the seniority list, Employees can pre-pick Single Vacation Days, if they are available.

An exception will be made to Employees wishing to schedule three (3) or more consecutive vacation weeks. If this request is made, it will be done in the first round of picks.

**SECTION 4** When a holiday falls on an Employee's scheduled Vacation, it will not be counted as one of his/her Vacation days. The Employee shall take an additional day on his Vacation.

**SECTION 5** An Employee is not required to schedule all of his/her Vacation during the scheduling period.

**SECTION 5-A** Unscheduled Vacation leave will be granted for a shift any time up to ninety (90) minutes before the start of the shift if, at the time of the request, a pre-allocated Vacation slot is available on the requested shift. A pre-allocated Vacation slot refers to the Vacation slots determined to be available on any given shift, which determination is made at the beginning of the respective year during the preparation of the Vacation schedule.



Example: An Employee wants to take an unscheduled Vacation day on October 15<sup>th</sup>. The employee makes the request on July 15<sup>th</sup> and, at that time, there are two (2) remaining pre-allocated Vacation slots open on the requested shift on October 15<sup>th</sup>. The Employee will be granted the unscheduled Vacation day.

If there are no pre-allocated Vacation slots available on the requested shift, unscheduled Vacation leave will be approved at the Supervisor's discretion. The Supervisor's discretion shall be based on the work load, the number of Employees already scheduled for leave and the urgency of the need for leave.

**SECTION 5-B** Unscheduled Vacation time will also be allowed on the day of the Employee's scheduled shift start time when, ninety (90) minutes before the start of the shift, there are more Employees scheduled for that shift than is required by the minimum manning complement referenced in Article XI, and subject to the provisions of Article XI. Unscheduled Vacation time will not be allowed if the scheduled manning complement for the shift is at or below the required minimum number.

Example: The minimum manning complement for first shift is 40 and the first shift begins at 7:00 A.M.. As of 5:30 A.M., the number of Employees who are scheduled to come in and who have not called off to use sick leave, FMLA leave or a personal holiday is 45. From 5:30 A.M. to 6:00 A.M., these 45 Employees may call in to request an unscheduled Vacation day for that shift, and the requests will be granted on a first come, first served basis until the manning complement reaches 40.

**SECTION 6** If an Employee is on Vacation and is called back to work by his/her Employer, the Employee will receive time and one half for all hours worked. In addition, he/she will receive extra vacation days for the days he/she lost.

**SECTION 7** If an Employee has his/her Vacation scheduled and the Employer makes him/her change it, after it had already been approved, the Employer will reimburse said Employee for all lost money cause of cancellation.

**SECTION 8** Employees eligible for Vacation pay who voluntarily terminate their employment and provide the Employer with at least two (2) weeks written notice, shall be paid all unused Vacation pay.

## **ARTICLE XXV – CONTRACTING OUT WORK**

It is not the intention of the Employer to contract out work for the purpose of layoff or dismissing Employees. If it is necessary to contract out any work, the Employer agrees to notify the Union in advance of taking any such actions.

## **ARTICLE XXVI – JOB DESCRIPTIONS AND REQUIREMENTS**

The Administration and operation of a job description program, including job descriptions and requirements, are the function and responsibility of the Employer. The

Employer agrees to meet and consult with the Union on these descriptions and requirements.

## **ARTICLE XXVII – SAFETY AND HEALTH**

**SECTION 1** The Employer shall make every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage the Employees to work in a safe manner. The Employer shall notify the Union promptly of all serious (lost time) accidents that occur.

**SECTION 2** No Employees shall be required to work in areas where conditions exist that are hazardous or detrimental to health without possible protective equipment and/or safety devices. Personal protective apparel or equipment readily adaptable to private use will be provided by the Employer. The Employer agrees that the Union may discuss with line Supervision and submit joint or separate recommendations concerning Employer furnished apparel equipment of this nature.

**SECTION 2-A** Employees shall be notified if any inmate in their charge, or inmate that they may come in contact with is known to have a communicable disease. Management shall take the necessary preventative action to ensure the health of the Employee.

**SECTION 3** The Employer agrees to provide sufficient legal representation for each Employee in the unit, against legal suits by inmates and/or their families.

**SECTION 4** The Employer agrees that if an Employee is injured as a result of a confrontation with an inmate, the Employer will pay the Employee the difference between workman's compensation payments and the Employee's wage for a period of twenty-six (26) weeks or until a time when then the Employee returns to work, whichever is a shorter period of time.

**SECTION 5** The Employer shall replace, at full value, certain personal items of Employee's (i.e., prescription eyeglasses, contact lenses, hearing aids, watches (at a value not to exceed fifty (50) dollars), which are damaged during an altercation and/or incident with an inmate.

**SECTION 6** All Employees will be subject to random drug testing in accordance with the Drug Testing Policy.

## **ARTICLE XXVIII – BULLETIN BOARDS**

The Employer agrees to provide reasonable bulletin board space where notices of official Union matters may be posted by the Union Representative.

## **ARTICLE XXIX – PARKING**

The Employer agrees to make available to every Employee adequate parking on the Employer's property within the vicinity of the Employee's work.

## **ARTICLE XXX – MANAGEMENT'S RIGHTS**

**SECTION 1** It is understood and agreed that the Employer, at its sole discretion, possesses the right in accordance with applicable laws, to manage all operations of the prison, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit agreements.

Matters on inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, overall budget, the utilization of technology, the organizational structure and selection and direction of Personnel.

**SECTION 2** The listing of specific rights in this Article is not intended to be nor should it be considered restrictive or a waiver of any of the rights of Management not listed and not specifically surrendered herein, whether or not such rights have been exercised in the past.

## **ARTICLE XXXI – DISCIPLINE**

**SECTION 1** The Employer will attempt to discipline Employees in such a manner as not to embarrass the Employee before the public or other Employees. It must be kept in mind that where insubordination or flouting of authority by and Employee in public or in the presence of other Employees takes place, the Employer shall not be restricted by this section.

**SECTION 1-A** An Employee who is suspended, demoted or discharged shall be given a written notice stating the reason for the disciplinary action within five (5) days thereafter. In case of suspension or discharge, the Employee shall be advised that he/she has the right to have a Union Representative present and if this request is made, the Employee shall be given the opportunity to have an interview with the Union Representative before required to leave the premises.

**SECTION 2** All disciplinary actions are subject to the grievance procedure provided in Article XXXIII of this Agreement. Suspensions will be held in abeyance until the third step of the grievance procedure, unless the action is a breach of security and safety to the institution.

**SECTION 3** "The Code of Ethics" will be incorporated into this Agreement after the Union is given the opportunity to review it. A sufficient amount of time will be given to the Union in order to select a review board to review the "Code".

Within ninety (90) days after the issuance of the Arbitration Award, a Committee comprised of two (2) representatives of the Employer and two (2) representatives of the

bargaining unit shall meet and discuss the limited subject as to whether, with respect to this bargaining unit, the Code of Ethics should be revised to add a written warning to Second Level Offenses and a verbal warning to Third Level Offenses, and to change the Third Level expungement period to one year. An agreement between the parties shall occur if and only if both parties fully agree on the issue, and then memorialize their agreement in writing, signed and dated by both parties.

## **ARTICLE XXXII – GRIEVANCE PROCEDURE**

**SECTION 1** A grievance is a dispute or difference between the Employee and the Union, or between the Employer and the Employee, concerning the interpretation or application of any provision of this contract, and when any such grievances arise, the following procedure shall be observed:

**STEP 1:** An Employee who has a grievance may take it up orally with his/her immediate Supervisor, either alone or accompanied by a Steward if the Employee so wishes, within thirty (30) calendar days after the Employee has knowledge (or should have had knowledge) of the event upon which the grievance is based. The Supervisor shall give his/her written answer to the Employee within five (5) days after the grievance was presented to him/her.

**STEP 2:** If the Employee's grievance is not satisfactorily settled in STEP 1, the grievance shall, within five (5) calendar days after receipt of the STEP 1 answer, be reduced to writing and filed with the Warden of the Luzerne County Division of Correctional Services setting forth the complete details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence and the relief of remedy requested) and date and signed by the Employee. The Warden shall meet with a Representative of the Union within in seven (7) days after the written grievance has been filed, and a written answer shall be given within seven (7) calendar days after the STEP 2 meeting.

**STEP 3:** If the grievance is not satisfactorily settled at STEP 2, the Union may, within seven (7) calendar days after receipt of the STEP 2 answer, appeal in writing to the Luzerne County Division of Correctional Services, or their designee. The Director or his/her designee and Human Resources and/or his/her designee shall meet with a representative of the Union within fourteen (14) calendar days after the STEP 3 meeting.

**STEP 4:** If the Grievance is not satisfactorily settled in STEP 3, the Union may, within thirty (30) calendar days, after receipt of the STEP 3 answer, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the Parties shall each designate a Representative who will attempt to agree upon an impartial arbitrator, if the designated Representatives are unable to reach an agreement.

**SECTION 2** A policy grievance which affects a substantial number of Employees the Employees may initially be presented by the Union at STEP 2 of the grievance procedure.

**SECTION 3** In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this contract and in reaching his/her decision, the arbitrator shall have no authority to; (1) add to or subtract from or modify in any way any of the provisions of this contract; (2) pass upon issues governed by law or applicable governmental administrative rules and regulations there under, or; (3) to make an award in conflict with such laws, rules and regulations.

**SECTION 4** All decisions of arbitrators consistent with Section 3, and all pre-arbitration grievance settlements reached by the Union and the Employer, shall be final, conclusive and binding on the Employer, the Union, and the Employees, provided that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the Parties as they relate to that grievance or any future grievance.

**SECTION 5** The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding. Any grievance not timely presented, or timely processed thereafter, by the Union or the Employer, shall not be considered a grievance under this contract and shall not be arbitrated.

**SECTION 6** Nothing in this contract prohibits an Employee from personally bringing a matter of personal concern to the appropriate officials of the Employer. However, prior to bringing matters of personal concerns to the Employer, all personnel will first contact their immediate Supervisor and present to him/her the immediate problem. If said Supervisor cannot rectify the difficulty, the Employee must follow the chain of command stipulated by the rules and regulations of the Facility. If the personal concern cannot be resolved by the Staff within this Institution said Employee should have the prerogative of personally contacting his/her Employer, accompanied by the Warden or his/her representative and the Union Steward.

**SECTION 7** **Time Off** The Employee and his/her Representative shall be allowed such reasonable time off from his/her regular duties as may be necessary, consistent with the job responsibilities and the operational need of his unit, to attend meetings with a Management Representative for the processing of a grievance without loss of pay or vacation leave.

## **ARTICLE XXXIII – TRANSPORTATION OF PRISONERS**

**SECTION 1** At no time will the Employees of the Division of Correctional Services use their personal vehicles to transport an inmate from the Prison.

**SECTION 2** When an inmate has to be transported from the Luzerne County Correctional Facility to a destination outside the prison, no less than two (2) Correctional Officers or one (1) Correctional Officer and the Dispensary Clerk/Transportation Officer will be used as escorts.

## **ARTICLE XXXIV – TRAINING**

**SECTION 1** All Employees will be enrolled in the Pennsylvania Department of Corrections Training Academy. The Employer has the responsibility to provide this quality of training in order to protect all Employees and the local community. The Division of Correctional Services will allow a minimum of two (2) Employees or a maximum of five (5) Employees at any one time to attend training.

**SECTION 2** During the training of the Correctional Officers, the Union will yield the minimum number of Correctional Officers used on a shift.

**SECTION 3** In-service training that is outside of normal working hours for Special Reaction Team, Cell Extraction Team, Firearms, CPR, and Advanced First Aide will be paid at a straight time rate, however, this training will not exceed forty (40) hours per year per Employee. If special training exceeds forty (40) hours per year per Employee, such excess time shall be compensated at a rate of time and one half.

**SECTION 4** The Employer will designate a training staff comprised of at least two (2) Employees.

**SECTION 5** The Employer will assign firearms to only those Employees qualified. An in-service training program will be instituted by the Employer to familiarize all gun handlers as to their responsibilities and limitations.

**SECTION 6** All Employees who deal directly with inmates will be given training in inmate control and self-defense.

**SECTION 7** The Employer agrees that any additional nursing education required by law shall be paid for by the County.

## **ARTICLE XXXV – COMMUNICATIONS SYSTEM**

**SECTION 1** The Employer agrees to provide portable communications for the use of each Employee in the Bargaining Unit so they may communicate with each other (in cases of emergency) in designated areas.

**SECTION 2** The Employer will install and maintain a two channel radio in the prison vehicles in order that the Officers transporting inmates may be in constant contact with the Luzerne County 911 Communications Center and the Luzerne County Correctional Facility.

## **ARTICLE XXXVII – SUCCESSOR’S CLAUSE**

**SECTION 1** This Agreement shall be binding upon the parties and their heirs, executors, administrators, successors and assignees of each.

**SECTION 2** If the Work Release Program at the Luzerne County Correctional Facility is phased out or curtailed, the affected Employees will be given first preference to fill job vacancies in the regular Bargaining Unit, subject however, to the other provisions of this Agreement.

## **ARTICLE XXXVIII – CHILDBIRTH LEAVE**

**SECTION 1** All permanent Employees of the Employer who become pregnant shall be granted childbirth leave upon request, without pay.

**SECTION 2** **Granting Leave:**

1. An Employee shall submit written notification to her immediate Supervisor stating the anticipated duration of the leave at least two (2) weeks in advance if circumstances permit. Such leave shall be granted for periods of time not to exceed six (6) months.
2. Upon the request of the Employee and at the discretion of the Facility Board, childbirth leave may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.
3. In no case shall the Employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.
4. While an Employee is on childbirth leave, the duties of her position shall either be performed by remaining staff and the position be kept open or shall be performed by a temporary Employee.

**SECTION 3** **Re-employment** – every Employee has the right to return to the same position, in the same department, held before going on childbirth leave, or to an equivalent position with regard to pay and skill.

**SECTION 4** **Seniority Rights** – Upon returning from childbirth leave, an Employee shall retain all seniority and pension rights that had accrued up to the time of her leave, but these rights shall not accrue during the approved childbirth leave without pay.

**SECTION 5** **Annual and Sick Leave** – An Employee who is on childbirth leave without pay is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician and all accrued annual leave and personal leave. All other periods of leave related to childbirth leave without pay. Unused leave shall not earn annual and sick while she is on childbirth leave without pay.

## **ARTICLE XXXIII - PRIVATIZATION CLAUSE**

Luzerne County will not privatize or attempt to privatize the Luzerne County Correctional Facility during the length of this agreement.

## **ARTICLE XXXIX – TERMINATION**

This Agreement shall be retroactive to January 1, 2014 (unless otherwise specified) and will continue in full force and effect until December 31, 2018. It shall be automatically renewed from year to year, unless either Party shall notify the other, in writing, at least two hundred (200) days prior to the expiration date of their desire to modify this Agreement. In the event the required notice is given, the negotiations shall begin no later than one hundred fifty (150) days prior to the termination date.

This Agreement may be amended at any time by mutual agreement.

## **MISCELLANEOUS PROVISIONS**

1. All support personnel will receive some type of training to help support Correctional Officer in the operation of the Facility.
2. Switching Policy
  - a. Employees of the same department may switch work shift of choice.
  - b. Switching must be completed in the same pay period.
  - c. Failure to honor your Switch will result in a “No Show” and disciplinary actions will be taken as governed under the Luzerne County Correctional Facility Code of Ethics.
  - d. Switching will not be permitted on Holidays, Christmas Eve or New Year’s Eve if the switch requires that an Employee will work a double shift or any two shifts on the same Holiday.
  - e. Employees assume the seniority of the person they switch with, for the purpose of being forced to work overtime. Section 7-A of Article XII – Overtime does not apply when involving a switch.
  - f. Employees shall make every effort not to use sick time consecutive to a Switch day off. If this policy is abused Switching privileges will be revoked.



