



pennsylvania
OFFICE OF OPEN RECORDS

STANDARD RIGHT-TO-KNOW REQUEST FORM

DATE REQUESTED:

REQUEST SUBMITTED BY: E-MAIL U.S. MAIL FAX IN-PERSON

NAME OF REQUESTER : _____

Campbell Durrant Beatty Palombo & Miller, P.C.

STREET ADDRESS : 535 Smithfield Street, Suite 700

CITY/STATE/COUNTY/ZIP(Required): Pittsburgh, PA 15222 (Allegheny County)

TELEPHONE (Optional): _____

RECORDS REQUESTED: **Provide as much specific detail as possible so the agency can identify the information.*

DO YOU WANT COPIES? YES or NO

DO YOU WANT TO INSPECT THE RECORDS? YES or NO

DO YOU WANT CERTIFIED COPIES OF RECORDS? YES or NO

**** PLEASE NOTE: RETAIN A COPY OF THIS REQUEST FOR YOUR FILES ****
**** IT IS A REQUIRED DOCUMENT IF YOU WOULD NEED TO FILE AN APPEAL ****

FOR AGENCY USE ONLY

RIGHT TO KNOW OFFICER:

DATE RECEIVED BY THE AGENCY:

AGENCY FIVE (5) BUSINESS DAY RESPONSE DUE:

***Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in this Act, the request must be in writing. (Section 702.) Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law. (Section 703.)*

LUZERNE COUNTY
OFFICE OF LAW
ROMILDA P. CROCAMO, ESQUIRE
CHIEF COUNTY SOLICITOR



LUZERNE COUNTY
COUNTY MANAGER
C. DAVID PEDRI, ESQUIRE

COUNTY of LUZERNE
P E N N S Y L V A N I A
E S T A B L I S H E D 1 7 8 6

November 6, 2018

Jamie Reardon
Campbell Durrant Beatty Palombo & Miller, P.C.
535 Smithfield Street, Suite 700
Pittsburgh, PA 15222
Jreardon@cdblaw.com

RE: RTK Request # 18-191

Dear Jamie Reardon,

Thank you for writing to Luzerne County with your request for information pursuant to the Pennsylvania Right-To-Know law. My email is Katlin.Twigger@luzernecounty.org.

On October 30, 2018, the Luzerne County Office of Law received a request for documents from you described in the attached Right to Know request. Your request is granted and the information you requested is attached.

Had your request been denied, you would have a right to appeal this denial of information in writing to Office of Open Records, Commonwealth Keystone building, 400 North Street, 4th Floor, Harrisburg, PA 17120.

If you choose to file an appeal for any reason, you must do so within 15 business days of the mailing date of the agency's response. Section 1101. If you have further questions, please contact me. Please be advised this correspondence will serve to close this request with our office as permitted by law.

Very truly yours,

KATLIN A. TWIGGER, ESQUIRE
Luzerne County - Open Records Officer

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**THE COUNTY OF LUZERNE
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 87, AFL-CIO

COURT RELATED UNIT**

Effective JANUARY 1, 2018 UNTIL DECEMBER 31, 2021

Table of Contents

PREAMBLE	4
ARTICLE I – RECOGNITION	4
ARTICLE II - UNION SECURITY	5
ARTICLE III - PAYROLL DEDUCTIONS	5
ARTICLE IV - INFORMATION	6
ARTICLE V - HOURS OF WORK.....	7
ARTICLE VI - HOLIDAYS.....	8
ARTICLE VII – VACATIONS	8
ARTICLE VIII - SICK LEAVE	10
ARTICLE IX - BEREAVEMENT LEAVE.....	11
ARTICLE X - JURY DUTY	11
ARTICLE XI - MILITARY DUTY	12
ARTICLE XII - MATERNITY AND PATERNITY LEAVE	12
ARTICLE XIII - CALL TIME	12
ARTICLE XIV – OVERTIME.....	12
ARTICLE XV - PERSONAL LEAVE DAYS	13
ARTICLE XVI - LEAVE OF ABSENCE.....	14
ARTICLE XVII – DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE	15

ARTICLE XVIII – DISCRIMINATION	16
ARTICLE XIX - UNION BUSINESS	16
ARTICLE XX - TRAVEL EXPENSES.....	17
ARTICLE XXI – HEALTH & WELFARE.....	17
ARTICLE XXII - SALARY & WAGES	18
ARTICLE XXIII - GRIEVANCE & ARBITRATION.....	20
ARTICLE XXIV - LIFE INSURANCE	22
ARTICLE XXV – SENIORITY	22
ARTICLE XXVI - UNIFORM ALLOWANCE	25
ARTICLE XXVII - PENSION PLAN.....	25
ARTICLE XXVIII - CLASSIFICATION.....	25
ARTICLE XXIX – PARKING.....	26
ARTICLE XXX - PEACE & STABILITY.....	26
ARTICLE XXXI - MANAGEMENT RIGHTS	26
ARTICLE XXXII – LABOR-MANAGEMENT COMMITTEE	27
ARTICLE XXXIII – MISCELLANEOUS.....	28
ARTICLE XXXIV – TERMINATION.....	28
APPENDIX “A”	29
APPENDIX “B”	31
APPENDIX “C”	32

APPENDIX "D" 33

APPENDIX "E" 37

PREAMBLE

This agreement ("Agreement") entered into by Council 87, American Federation of State, County and Municipal Employees, hereinafter referred to as the Union, and the County of Luzerne, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties recognize that, unlike many of the departments covered by the within Collective Bargaining Agreement (CBA), section 1620 of the County Code specifically provides for the unfettered rights of the District Attorney, as a row officer, to hire, discharge and supervise the employees of that office with respect to all provisions of the Collective Bargaining Agreement. The District Attorney has made clear to the Union through her County representatives during negotiations of this Agreement that, without exception or limitation, she reserves her rights guaranteed under Section 1620 of the County Code, to the maximum extent permitted by law ("1620 Rights"). The District Attorney has reserved, without exception or limitation, those rights. Accordingly, for the duration of this Agreement, the District Attorney is *not* bound by any such article and has unrestricted, unencumbered and unlimited 1620 Rights which includes the right to hire, discharge and supervise. Any article, sentence, clause or phrase which can be construed to be in conflict therewith, is superseded by section 1620.

ARTICLE I – RECOGNITION

Section 1. Council 87 of the American Federation of State, County and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for collective bargaining purposes for employees established by certification of the Pennsylvania Labor Relations Board, more specifically referred to as Court Related; PERA-R-13, 276-C.

Section 2. This Agreement pertains only to those employees falling within the certification referred to in Section 1 of this Article. This Agreement shall not apply to temporary employees; including summer help or to part time employees who are scheduled to work less than 20 hours per week.

Section 3. The term employees when used in this Agreement refers only to those persons falling within the certifications referred to in Section 1 of this Article. Whenever the term "his" is used throughout this Agreement, it shall refer interchangeably to male or female employees.

Section 4. Per diem employees shall not be utilized in lieu of regular full time employees in order to circumvent compensation of overtime.

Section 5. As a general rule, no part-time or per diem employee shall be put in a supervisory position over a full-time employee. This Section shall not apply to the Luzerne County District Attorney or to his or her Office.

ARTICLE II - UNION SECURITY

Section 1. Each employee who on the effective date of this Agreement is a member of the Union, and each employee, who becomes a member after that date, shall maintain his membership in the Union provided that such employee may resign from the Union in accordance with the following procedure:

(A) The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 87, AFSCME, AFL-CIO and a copy of the letter to the Employer's Human Resources Office. The official membership card, if available, shall accompany the letter of resignation.

(B) The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

Section 2. The Employer agrees that all non-members of this bargaining unit shall be subject to the Fair Share Contribution now in effect, and will change as determined by law.

Section 3. The payment of dues and assessments while a member shall be the only requisite of union membership.

ARTICLE III - PAYROLL DEDUCTIONS

Section 1. Upon receipt of a signed written authorization from an employee, the Employer shall deduct from the employee's wages the Union dues and assessments for the current month, bi-weekly from the pay of each employee who submits the aforementioned written authorization. The amount of said dues to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the following month after such deductions are made. The itemized statement shall include the name, address and social security number of each employee.

Section 2. The check-off authorization shall be irrevocable for the term of this Agreement. The form of the authorization shall be in accordance with existing state labor law.

Section 3. The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the union. Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the employer by the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the union by the last day of the succeeding month, after such deductions are made.

Section 4. The Employer agrees to deduct from the wages of any employee who is a member of the Union PAL deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The PAL remittance shall be made payable to; "AFSCME Council 13 PAL."

Section 5. The Union will indemnify and save the Employer harmless against any and all suits or other forms of liability which shall arise upon or by reason of action taken by the Employer for the purposes of complying with this Article.

ARTICLE IV - INFORMATION

Section 1. During the life of this Agreement, the Employer shall provide to the Union on a monthly basis the names of employees added to or removed from the bargaining units, along with their job title, date of employment or removal date and rate of pay. The Union shall receive this list in strict confidence and the list shall be made available only to those Union officials whose use of them occurs in the normal course of Union business.

Section 2. New employees covered by this agreement shall be informed at the time of hiring of the position for which they are hired and their salaries. Such new employees shall be informed by the Employer that Council 87, AFSCME, AFL-CIO, Local 1398, is the sole collective bargaining agent for the employees in the bargaining units.

Section 3. The Employer shall on a semi-annual basis provide the Union with an up to date list of all employees who are in the bargaining units covered by this agreement, such list shall include the employees' names and addresses.

Section 4. (a) The Union will be authorized to send one (1) representative at the conclusion of new employee orientation sessions in order to provide Union member information to new members. The Union may send a representative from the District Council to attend such a meeting. A local (County employee) representative may also attend such a meeting provided that he or she has obtained prior approval from his or her Department Head. The Employer will

make available a space for such meetings to take place. This is non-working time and no new employee will be paid for said attendance, nor will an employee Union representative be paid.

(b) The Employer will provide the Union with at least five (5) days notice of orientation meetings, including the time and place of the meeting. On the day of the orientation session, the County will provide the union representative with the names, addresses and contact numbers of the Union member employees.

ARTICLE V - HOURS OF WORK

Section 1. During the term of this Agreement employees will be scheduled to work the same number of hours each week as they were regularly scheduled as of December 31, 2017.

Section 2. The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

Section 3. The regular hours of work for any shift shall be consecutive.

Section 4. The normal work week will consist of 5 consecutive days except in 7 day operations matters. However, if the Employer finds it necessary for the operation of its offices to change the normal work week, it may do so, but will make every effort to give as much notice as possible to the employees affected, except in emergency situations.

Section 5. Employees engaged in seven day operations are defined as those employees working in an activity for which there is regularly scheduled employment for seven days a week. The work week for seven day operations shall consist of any five days within a consecutive seven calendar-day period.

Section 6. In the event of a change in shift from a pre-established work schedule, the employees must be off regularly scheduled work for a minimum of three shifts or their equivalent, unless a scheduled day or days off intervene between such shift changes.

Section 7. Employees shall be entitled to a paid fifteen (15) minute break in the first half of their shift and a paid fifteen (15) minute break in the second half of their shift. Employees working beyond eight (8) hours shall be entitled to an additional paid fifteen (15) minute break after ten (10) hours of work and each four (4) hours thereafter. Unused break time and/or lunch time may not be used for the purpose of leaving work early, arriving late to the start of the employee's shift or creating an obligation for additional pay or compensatory time beyond the normal work day/week, unless specifically approved by the supervisor. Breaks must be scheduled or approved by the supervisor.

ARTICLE VI - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Columbus Day |
| 3. Presidents Day | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than those employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 2. To be entitled to holiday pay, the employee shall be a regular full time employee and must be in a compensable status the regularly scheduled day before and the day after the holiday.

Section 3. If an employee works on a holiday, said employee shall receive compensatory time at straight time rate for all hours of work on said day as holiday pay, and, in addition, shall receive time and one half for all hours of work on said day. Compensatory time is to be used or scheduled to be used within 45 days after it was earned. If the compensatory time is not used or scheduled to be used within the 45 days it is to be paid.

Section 4. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all regular full time employees who are required to work on the day on which such holiday hours occur, shall receive time off with pay for all hours worked up to the number of hours in the employees normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a special holiday is declared. The employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

ARTICLE VII – VACATIONS

Section 1. Effective January 1, 2018, full time employees shall earn vacation (annual) leave monthly according to the following schedule, with years of service calculated according to their anniversary date:

<u>(A) Service</u>	<u>Annual Leave Entitlement per year</u>
6 mos. & 1 day up to 1 yr.	0.4166 days/month, up to 5 days
1 yr & 1 day up to 5 yrs.	0.8333 days/month, up to 10 days plus ½ day for each year of service
5 yrs. & 1 day up to 10 yrs.	1.25 days/month, up to 15 days
10 yrs. & 1 day up to 14 yrs.	1.5 days/month, up to 18 days
14 yrs. & 1 day up to 20 yrs.	1.666 days/month, up to 20 days
20 yrs. & 1 day and over	1.7083 days/month, up to 20 days plus ½ day for each year of service exceeding 20 years, to a total of 25 days

(B) Employees hired after January 1, 2003 are not entitled to the 20 year and over. Vacations will be capped at 20 days.

(C) Vacation time shall be used in at least one (1) hour increments.

Section 2. Vacation pay shall be at the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to the Employer's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of continuous service with the Employer shall be given his choice of vacation periods in the event of any conflict in selection. However, no employee's choice may be bumped if the vacation has been requested and approved for more than thirty (30) days. Vacation requests must be answered five (5) days after submission to the Employer. A calendar, schedule or chart shall be posted in a visible area to assist employees in scheduling their vacation and personal days.

Section 4. If a holiday occurs during the work week in which a vacation is taken by an employee, the holiday shall not be charged to the annual leave.

Section 5. Any employee separated from the service of the Employer for any reason, except for termination with cause or death, prior to taking his/her vacation, shall be compensated in a lump sum for the unused vacation he/she accumulated up to the time of separation, as long as time accrued is documented.

Section 6. Employees may accumulate up to 20 days vacation. At no time shall the accumulation exceed 20 days.

Section 7. Whenever the Employer declares a holiday, and the employee is already on vacation or personal day, the employee shall be reimbursed for the holiday time or receive an additional

personal day.

Section 8. The Employer shall notify each employee in writing during the first week in January and again during the first week in July of each year as to the number of vacation days remaining to said employee as of the close of business of the last day of the previous month.

Section 9. Employees who become ill during their vacation will not be charged annual leave for the period of illness, provided satisfactory proof of such illness is furnished to the employer upon return to work and as long as such leave is available to convert said time to sick leave.

ARTICLE VIII - SICK LEAVE

Section 1. (A) Employees hired before January 1, 2007, shall earn sick leave calculated as: one and one half (1½) days per month for the first ten months (10) and one (1) day per month for the last two (2) months of the year for a total of seventeen (17) days.

(B) Employees hired on or after January 1, 2007 and before January 1, 2013 shall be entitled to thirteen (13) sick days per year calculated at one and one half (1½) days per month for the first two (2) months one (1) day per month for the last ten (10) months of the year. For employees hired on or after January 1, 2007, there will be an automatic transfer of the employee's first sick day to the Sick Leave Bank.

(C) Employees hired on or after January 1, 2013 shall be entitled to eleven (11) sick days, calculated on the basis of zero for the first month of employment and one (1) day per month thereafter during the employee's first calendar year. Thereafter, the employee will earn .91666 of a sick day for each month worked.

(D) Sick days will not be used as a substitute for Vacation or Personal Days.

(E) Employees hired after January 1, 2016, will be entitled to ten (10) sick days per year. Employees shall earn sick time on the basis of .83333 days per month.

Section 2. A doctor's certificate may be required for an absence from work due to sickness for three (3) or more consecutive days, or where the employer has deemed that the employee has been abusing sick leave and/or when a pattern exists.

Section 3. Where sickness in the immediate family requires the employee's absence from work, employees may use up to five (5) days of sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: spouse, child, or parent of the employee. The employer may require proof of such family sickness.

Section 4. Accumulated sick leave will be bought back by the employer upon retirement, layoff, death or separation at the rate of 50% of the employee's current rate of pay with a minimum of

\$50.00 for each day accumulated up to a maximum of 60 days.

Section 5. (A) Effective on January 1 of the first full year after hire and on January 1st of each year thereafter, each employee will automatically transfer one sick day into a "Sick Day Bank".

(B) The Sick Bank will serve as a form of a long term disability plan enabling employees who are in a long term disability situation to have access to additional sick days after their own sick and leave days are used up. Employee making application to the Sick Bank must first have requested and received approval from the Employer to be in "Authorized Medical Leave of Absence" status under FMLA.

(C) The Administrators will formulate guidelines for the requesting and granting of sick time from the Bank.

See Appendix "A".

Section 6. The Employer shall notify each employee, in writing, the second week of January and again the second week of July of each year as to the number of sick leave days accredited to said employee as of the close of business of the previous month.

ARTICLE IX - BEREAVEMENT LEAVE

Section 1. All full time employees receive four (4) days leave with pay that can be used in the event of a death in the employee's immediate family which shall be defined as spouse, child, mother, or father or anyone who has virtually held the position of parent or child.

Section 2. All full time employees receive three (3) days of leave with pay that can be used in the event of a death in the employee's extended family which shall be defined as brother, sister, grandmother, grandfather, grandchild or in-laws (mother, father, sister, brother).

Section 3. All full time employees receive one (1) day leave with pay that can be used in the event of a death of the employee's (not spouse's) uncle, aunt, nephew, or niece.

Section 4. All bereavement time must be used within seven (7) days of the date of the funeral.

ARTICLE X - JURY DUTY

Section 1. An employee called for jury duty shall be granted leave with pay. An employee who is called for jury duty must turn over to the Employer all monies her/she receives for jury duty service, except mileage reimbursement which is retained by the employee.

ARTICLE XI - MILITARY DUTY

Section 1. The Employer will abide by all federal and state laws, rules and regulations concerning all employees who are members of the National Guard or reserve components of the Armed Forces of the United States and each employee shall be entitled to military leave with compensation up to a maximum of fifteen (15) working days per calendar year.

ARTICLE XII - MATERNITY AND PATERNITY LEAVE

The Employer will comply with the requirements of the Family and Medical Leave Act.

ARTICLE XIII - CALL TIME

Section 1. An employee who has been called into work outside of his/her regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when the employee reports to his/her assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed, unless the employee's scheduled work shift has commenced. There shall be no duplication of hours of pay.

Section 2. (Clerk of Courts Office) The parties agree to continue the current practice of having non-bargaining unit personnel perform the function of collecting cash bail at the Luzerne County Correctional Facility during hours when the Clerk of Courts Office is not open.

ARTICLE XIV – OVERTIME

Section 1. One and one-half (1 ½) of the employees regular hourly rate of pay shall be paid for work under the following conditions.

(A) For any work performed in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week.

(B) There shall be no duplication or pyramiding of any premium pay for the same hours worked under the provisions of this Agreement.

Section 2. The following items will be regarded as hours worked for the purpose of computing overtime under Section 1 of this Article: Hours worked, Personal Days, Vacation Time, Comp

Time, Bereavement Leave, Sick Time, Holiday Leave, Jury Duty, Military Leave, and Union Business Leave and any mandatory training, meetings, courses or classes scheduled and approved by the employer.

Section 3. The regular work week shall consist of thirty two and one-half (32 ½) hours except that the regular work week for Deputy Sheriffs shall be 35 hours as set forth in Appendix D. The hours worked between the 6 ½ and the 8th hour will be paid at a straight time rate for those employees who work a normal 6 ½ hour day and the hours worked between the 7th and 8th hour will be paid at a straight time rate for those employees who work a normal 7 hour day.

Section 4. A shift differential of \$.50 cents per hour will be paid to the second shift and \$.60 cents per hour will be paid to the third shift for those who work a 32 ½ hour week.

Section 5. Employees requested to work overtime will work only within their job classification and overtime will be assigned on a rotation basis by seniority.

Section 6. All extra work must be offered to full-time employees first. This shall be done by posting all available shifts on the bulletin board for two (2) days one week prior to the shift, unless otherwise agreed by the parties or there is insufficient notice to provide advance posting. In such cases, if additional employees are needed to cover any shift or assignment, such work shall be offered to full-time employees first on the basis of seniority. For purposes of this section, the parties have agreed that employees shall rotate through the seniority list so that the last employee selected will move to the bottom of the list and the employee immediately junior to such employee shall be the first employee called for the next shift or assignment, except when such employee is utilizing vacation, personal day(s), sick leave or compensatory time. Any available shifts remaining after this process has been exhausted can then be offered to part-time employees.

Section 7. All the before mentioned sections shall conform with all existing State and Federal regulations and laws.

ARTICLE XV - PERSONAL LEAVE DAYS

Section 1. Except as provided herein below for new hires, each employee receives five (5) personal days each calendar year subject to the following conditions:

(A) No employee may take his five (5) personal days on consecutive days.

(B) The employee shall make a request with the employer at least forty-eight (48) hours before the days are to be taken, if possible.

(C) If more than one (1) employee selects the same personal day and only one (1) can be granted by the Employer because of office operations, then the Employer agrees to recognize seniority rights.

(D) New full time bargaining unit employees will receive personal days in their first calendar year of employment based on their hire date, as follows:

If hired January to February, employee receives 5 days;
If hired March to April, employee receives 4 days;
If hired May to June, employee receives 3 days;
If hired July to August, employee receives 2 days;
If hired September to October, employee receives 1 day;
If hired November to December, employee receives 0 days.

(E) An employee may not carry over unused Personal Days.

Section 2. Any employee separated from the services of the Employer for any reason, other than discharge for cause or death, prior to taking his or her personal leave, shall be compensated in a lump sum for the unused personal days accumulated up to the time of separation as long as time accrued is properly documented.

Section 3. Personal leave time shall be used in at least one (1) hour increments.

ARTICLE XVI - LEAVE OF ABSENCE

Section 1. Upon written request from an employee, the Employer at its discretion may grant a leave of absence without pay for a period not to exceed six (6) months. Where any portion of such leave qualifies as FMLA leave, such leave will run concurrently with leave granted under this article. Likewise, an employee may not "stack" a leave under this Article following an FMLA leave or leave granted as a result of request for reasonable accommodation because of a covered disability. In such circumstances, the employee's FMLA or disability-related leave will be counted towards his or her six (6) months under this Article.

Section 2. Any leave of absence granted by the Employer shall be under the conditions specified by it and shall be issued in writing. A leave of absence, however, will not be granted for taking of employment elsewhere.

Section 3. During a leave of absence, without pay, an employee shall not accumulate seniority and will be required to pay for their healthcare benefits.

Section 4. A leave of absence with pay shall be granted to duly elected or appointed delegates of the union in order that they may attend union conventions or attend to union business. This leave shall be further limited to no more than four (4) employees at one time. It should be

noted that the before mentioned leave does not affect the employees' seniority status as long as it does not exceed ten (10) days per employee, per calendar year.

Section 5. Upon return from a leave of absence an employee shall be offered a position in the same classification from which the leave of absence was taken, if available.

ARTICLE XVII – DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

This Article shall not apply to the Luzerne County District Attorney or to his or her Office.

Section 1. (A) An employee shall not be disciplined or discharged except for just cause.

(B) Discharge for the following reasons may automatically be deemed to be discharged for just cause, but such reasons are not to be construed as a limitation of reasons which would amount to just cause:

1. Unreported absence for two days without valid reason.
2. Absence from work without acceptable excuse.
3. Theft from the employer or from anyone else at the employer's facilities.
4. Intentional destruction of the employer's property.

(C) A "progressive discipline" program for disciplinary violations will be set forth in the form of a policy to be promulgated by the Employer. Said policy as follows:

Step 1. Documented Oral Reprimand from immediate supervisor to employee concerning the violation. Date and overview of the violation will be kept on file by the immediate supervisor and will not be placed in the employee's permanent record for longer than 60 days, but will be maintained in a separate file in accordance with any applicable federal, state or local record keeping requirements. The employee may place an appropriate response or explanation to said oral reprimand in his file. This response will be removed after sixty (60) days.

Step 2. Written Reprimand will be given to employee. Supervisor will put in writing the nature of complaint against the employee and furnish copies to the Human Resources Office and the AFSCME Local Steward. It should be noted that the employee also can respond to the written reprimand. Said reprimand shall be removed from the employee's files after 1 year of filing, but will be maintained in a separate file in accordance with any applicable federal, state or local record keeping requirements, as long as no other related disciplinary action has been filed in that time period.

Step 3. Suspension will be administered to employee for duration set forth by management. It should be noted that prior to suspension the employee is entitled to union representation at an informal hearing with the Luzerne County Director of Human Resources and/or his designees.

Step 4. Termination will be given to employee. It should be noted that prior to termination the employee is entitled to union representation at a formal hearing with the Luzerne County Director of Human Resources and/or his designees.

Contingent upon the severity of the alleged offense, any and all steps may be waived.

(D) Any action taken under this Article by the Employer against an employee is subject to review under the grievance procedure Article of this collective bargaining agreement.

(E) If a record is made of any action taken by the employer against an employee under this article and placed in the employee's personnel file, a copy of said record shall be given to the said employee, Local Union President, and Council 87 Representative.

Section 2. The employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees.

ARTICLE XVIII – DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, gender, marital status, age, national origin, disability, union membership, political affiliation, AIDS or HIV status, or sexual orientation.

ARTICLE XIX - UNION BUSINESS

Section 1. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union, and any other material related to union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered. Such mail shall not be opened.

Section 2. No union member or representative shall solicit members, engage in organizational work or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-working hours upon obtaining permission from the Employer's Human Resources Director or his/her designated representative.

Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Human Resources Director or his designated representative. If the Union Representative is an employee of the Employer, he shall request from his immediate supervisor reasonable time off from his regular duties to process such grievances.

ARTICLE XX - TRAVEL EXPENSES

Section 1. Travel expenses shall be paid in accordance with GSA. Mileage will be reimbursed at the prevailing GSA rates, including work-related travel under one (1) mile.

ARTICLE XXI – HEALTH & WELFARE

Section 1. (A) Effective January 1, 2018, the employer shall provide each eligible full time employee with a healthcare insurance plan which is currently provided through Highmark.

(B) The employer shall provide dependent coverage when dependent(s) of the employee qualify under such program. In the event that a husband and wife are both County employees, only one employee shall be eligible for the Health Plan including dependent coverage.

(C) Employees hired on or after May 1, 2013, shall contribute fifteen percent (15%) of the premium cost for the level of health care coverage that they select.

(D) Employees hired on or before April 30, 2013, shall contribute twelve percent (12%) of the premium cost for the level of health care coverage they select.

(E) An employee who opts out of the health plan shall be paid a One Thousand Five Hundred Dollar (\$1,500.00) bonus. In order to qualify for the bonus, an employee must:

1. Demonstrate evidence of comprehensive insurance coverage from another employer, other than the County Plan.
2. Maintain full time employment from January 1 through December 5 of each year.

3. The Bonus payment will be prorated for full time employees working less than twelve (12) months in the calendar year.

4. An employee hired after January 1, 2013, whose spouse is employed by the County and where that employee is covered under the County Health Care plan as a spouse, is not eligible to participate in the Cash-Out Option. An employee hired before January 1, 2013 who is currently participating in the Cash-Out Option and is also currently covered under the County Health Care Plan as a spouse will be "grandfathered." Such grandfathered employees shall continue to be eligible to participate so long as all other qualifications are met.

(F) Those employees who have Medicare as their other health insurance coverage are not eligible for the opt out bonus per Medicare regulations.

Section 2. Employees who suffer a work related injury will be entitled to have their medical coverage continued for themselves and their eligible dependents up to ninety (90) days consistent with FMLA and provided they complete an FMLA application. Any employee out on leave for any reason, must continue to pay his or her portion of the health care premium in order to maintain his or her health care coverage.

Section 3. The County's Vision Insurance Program is provided to all eligible employees as part of the Health Care Insurance Program. Therefore, only those employees covered under the Health Care Insurance Program are eligible to receive Vision Program benefits and those employees who "opt out" under Section E above are not eligible to receive Vision Program benefits.

Section 4. The County will provide employees with an opportunity to take out dental coverage on a group basis, but at their own cost.

Section 5. Testing and inoculations for infectious diseases will be made available at County expense for all employees requesting same who may have reason to believe that they have been exposed to said diseases in their line of duty.

ARTICLE XXII - SALARY & WAGES

The parties recognize that the salary provisions set forth herein may have an adverse effect on the right of the District Attorney to hire or retain desired employees for certain positions. As a result, the parties recognize the right of the District Attorney to adjust salaries within her budget subject only to the limitations of the County Code or the Home Rule Charter of Luzerne County.

To the extent any term of this Agreement conflicts in any way whatsoever with the rights of the District Attorney under section 1620, then, in such event, section 1620 shall supersede such term.

Section 1. All full time employees shall receive an increase in base salary as follows:

Year

- 2018: Two Percent (2%) increase to base salary;
- 2019: Two and One-Half Percent (2.5%) increase to base salary;
- 2020: Two and One-Half Percent (2.5%) increase to base salary;
- 2021: Two and Three-Quarters Percent (2.75%) increase to base salary.

Section 2. In addition to the base increase in Section 1, employees hired before January 1, 2016, will receive longevity pay each year of the contract according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
10-14	\$200.00
15-19	\$400.00
20-24	\$700.00
25-29	\$900.00
30 OR MORE	\$1,100.00

Employees hired on or after January 1, 2016, will not receive longevity pay.

Longevity payments will be effective as of the anniversary of an employee's date of hire. These payments will not become part of the base salary and will be made in one lump sum as follows: if the employee's date of hire anniversary occurs between January 1 and June 30, the payment will be made during the month of June and if the employee's date of hire anniversary occurs between July 1 and December 31, the payment will be made during the month of December. If the employee separates from employment after the anniversary date but before the longevity payment due date, the employee still gets the payment with his/her final paycheck.

Section 3. The job classification titles with their new attendant starting salaries are attached hereto and made a part hereof (See Appendix "B"). Effective January 1, 2018, and every January 1 of each subsequent year of this contract, all entry level salaries shall increase as follows:

Year

- 2018: Two Hundred Fifty Dollars (\$250);
- 2019: Three Hundred Dollars (\$300);
- 2020: Two Hundred Fifty Dollars (\$250);
- 2021: Three Hundred Fifty Dollars (\$350).

Section 4. The employees within the District Attorney's Office listed in Appendix "E" will receive a one-time annual salary base rate adjustment of Three Hundred Dollars (\$300.00). This base rate adjustment will be made *after* the employee's salary is raised by the 2018 percentage increase required by Section 1, hereinabove, so as not to be included in the percentage adjustment.

ARTICLE XXIII - GRIEVANCE & ARBITRATION

This Article shall not apply to the Luzerne County District Attorney or to his or her Office to the extent that it interferes with the District Attorney's right to hire, discharge, discipline and supervise his/her employees.

Section 1. Should a grievance or dispute arise concerning the application, meaning or interpretation of this Agreement, there shall be no work stoppage, shutdown, strike, suspension, interruption of work on the part of the Union but an earnest effort shall be made to settle such matters promptly in accordance with the procedure set forth in this Article as follows:

Section 2. Step One: The employee either alone or accompanied by the Union representative, shall present the grievance in writing to the employer's immediate Supervisor within ten (10) working days of the date of the occurrence of the event giving rise to the grievance. The grievance shall set forth the factual situation claimed as a grievance and shall identify the Article or Articles of the collective bargaining agreement relied upon in alleging the grievance. The Supervisor shall respond within ten (10) working days.

Step Two: In the event the grievance has not been adjusted or satisfactorily resolved in Step One, the employee or the Union may appeal in writing to the Department Head within ten (10) working days of the date the Supervisor's answer is due. The Employer shall respond in writing within ten (10) working days.

Step Three: If the grievance remains unadjusted at Step Two, an appeal may be made by the employee or the Union through the Council 87 representative to the Director of Human Resources and/or his designee within ten (10) working days of the date the Employer's answer is due. The Employer or its designee, shall respond in writing within ten (10) working days.

Step Four: Arbitration (a) An appeal to arbitration from an unfavorable decision in Step Three may be initiated by the Union within ten (10) working days of the Step Three answer or the date the answer is due.

The Union shall notify the Human Resources Director and/or his designee of its intent to proceed to arbitration by serving a notice in writing. Said notice shall identify the provisions of the Agreement, the department and the employee involved.

The arbitrator is to be selected by the parties jointly within ten (10) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within ten (10) working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The employer shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decisions at Step I, and II shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue his/her decision within 30 days after the hearing or receipt of the transcript of the hearing.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of an extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Grievance arbitration hearings will be held alternately on Union and County property, excluding the Luzerne County Courthouse.

Section 3. An employee shall be permitted to have representation by the Union present at each step of the grievance procedure. Upon request by an employee or Union representative, a grievance meeting will be rescheduled, if necessary, if Union representation is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards.

The Union shall furnish the employer with the names and work locations of grievance representatives and shall notify the employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and Union representative, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

Where such Union representatives represent employees in more than one agency, they shall be permitted to cross agency lines for this purpose.

Section 4. Mediation: Prior to moving a grievance to arbitration, and before the expiration of the deadlines in Section 2, Step 4, above, the Union may request to submit the grievance to non-binding mediation pursuant to the procedures offered by the Pennsylvania Board of Mediation. The Employer will have ten (10) working days to agree or reject the Union's request to submit the grievance to arbitration. As non-binding mediation, any recommendation issued by a mediator is purely advisory and may be rejected by either party. If the parties fail to reach an agreement within thirty (30) days after the initial mediation meeting, the mediation process shall automatically terminate. Either party may also terminate the mediation process at any time by written notice to the other party. If the mediation process is terminated, the Union will have ten (10) working days to submit the grievance to arbitration and continue the process and procedures as outlined in Section 2, Step 4, above as if no request for mediation had been made.

ARTICLE XXIV - LIFE INSURANCE

Section 1. Upon completion of the one hundred twenty (120) day probationary period, the employer shall provide for each employee, at no cost to the employee, group term life insurance coverage in the amount of \$50,000.00 with double indemnity. A copy of said policy will be given to each full time employee as soon as possible thereafter.

ARTICLE XXV – SENIORITY

Section 1. (A) Seniority shall be defined as an employee's length of continuous service from the day of hire with the Employer in his department.

(B) Super Seniority will be extended to the following officers: President, Vice-President, Secretary, Treasurer, and Chief Steward. Super Seniority, by definition, would be the last person to be let go in the event of a furlough, provided that they are qualified to perform

the duties and functions of the job classification. Nothing in this Section shall be applied if it interferes with the rights of the District Attorney to hire, discharge, discipline or supervise his or her employees.

Section 2. The probationary period shall be one hundred twenty (120) days. During the probationary period the employee shall not acquire seniority and may be discharged or disciplined by the Employer at will without recourse to the grievance procedure. At the end of the 120 day probationary period, the Employee will assume seniority retroactive to the first day of employment. Nothing in this Section shall be applied if it interferes with the rights of the District Attorney to hire, discharge, discipline or supervise his or her employees.

Section 3. Seniority list. Every six (6) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. Upon request of the President of the Local, an up dated seniority list shall be made available.

Section 4. Break in continuous service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement.

Section 5. Employees shall be recalled from layoff according to their seniority, provided that they are qualified to perform the duties and functions of the job classification. All seniority rights will be lost if an employee is not recalled within twelve (12) months from the date of the layoff.

An employee so recalled (within twelve months and qualified) will accept the posted salary as the base pay for the position with credit for the last five (5) years of in-place salary adjustments of the collective bargaining agreement, not to exceed Twenty-Five Hundred Dollars (\$2,500.00).

Nothing in this Section shall be applied if it interferes with the rights of the District Attorney to hire, discharge, discipline or supervise his or her employees. However, if the District Attorney asserts that an employee who is laid off from the District Attorney's Office does not have a right to be recalled to the District Attorney's Office or to be recalled to the District Attorney's Office according to his/her seniority, then said employee shall be afforded the recall rights provided in this Section with respect to other applicable County departments and/or offices.

Section 6. (A) The Employer agrees to post all permanent bargaining unit vacancies, which the Employer desires to fill. The postings shall be for five consecutive (5) working days. The Employer must make notice of job postings available to employees of the office/department. If an employee is on a one week leave or vacation, the employee will be provided the opportunity to sign the posting on the day he returns from leave and thus to be considered. The Employer agrees to select the most senior, qualified, employee bidding on the position. If a regular full time County employee is qualified, the County employee will be given preference in filling the position over an applicant not employed with the County.

(B) The employer will fill all posted job vacancies within thirty (30) days of said posting.

This Section shall not apply to the District Attorney's Office.

Section 7. (A) When an employee has been involuntarily transferred with respect to consolidation or elimination of any department into a new department, all affected employees would retain departmental seniority into the new department.

(B) Voluntary transfers: When a current employee applies for and accepts a position with another office or department of the Employer, said employee will carry all his/her rights, benefits into the new office/department with the following exception: the employee will be listed at the bottom of the seniority list within the new department/office as to vacations, personal days, compensatory days, overtime and shift assignments, promotions etc.

Nothing in this Section shall be applied if it interferes with the rights of the District Attorney to hire, discharge, discipline or supervise his or her employees.

Section 8. In making shift assignments when vacancies occur, seniority will be the weighted factors. This Section shall not apply to the District Attorney's Office.

Section 9. When vacations are given by quotas to a Department, time in grade shall be the determining factor as to who has priority in selecting vacation time. This Section shall not apply to the District Attorney's Office.

Section 10. (A) No full time employee's salary will be lowered or negatively affected because of an upward or lateral move in title or grade.

(B) When an employee moves up in grade (e.g. Clerk 1 to Clerk 2) that employee shall receive the difference between their present grade and their new grade, up to a \$2,000 maximum, as a salary increase in their base pay.

Section 11. Seniority Defined.

(A) Department Seniority - This is for the purpose of picking shifts, days off and promotions within the Department. All of the above shall be based upon department seniority.

(B) County Seniority - County Seniority is used in the event of a furlough. The person with the least amount of County Seniority in the classification in that department affected within the Court Related Bargaining Unit shall be furloughed first. The employee can bump laterally or down to a position previously held or a position he or she is qualified to perform. It is understood that before furloughing any full time employee, the County must eliminate all temporary, part-time and per diem employees within the Court Related Bargaining Unit. All transfers into remaining vacancies will be filled in the inverse order of seniority at that point

provided that the employee(s) are qualified to perform the duties and functions of the job classification.

Nothing in this Section shall be applied if it interferes with the rights of the District Attorney to hire, discharge, discipline or supervise his or her employees. However, if the District Attorney asserts that an employee who is facing a furlough from the District Attorney's Office does not have bumping rights within the District Attorney's Office, then said employee shall be afforded the bumping rights provided in this Section with respect to other applicable County departments and/or offices.

ARTICLE XXVI - UNIFORM ALLOWANCE

Section 1. A Two Hundred Dollar (\$200.00) clothing allowance annually shall be granted to each employee whose primary work involves appearances before the court.

Section 2. Any damage incurred by a Court employee to his/her clothing during the performance of his/her duties for which he/she is not compensated through the Courts will be compensated in full by the County, and shall not be charged against his/her clothing allowance.

Section 3. The Employer has the right to require or mandate that its employees wear certain clothing and/or protective equipment.

ARTICLE XXVII - PENSION PLAN

The existing Pension Plan as mandated by the third class County Code shall remain in effect and the Employer shall continue to make its contributions as presently in existence.

ARTICLE XXVIII - CLASSIFICATION

Section 1. The Employer has the sole discretion to add to, modify and/or eliminate positions. In the event that the Employer modifies a current position, the Classification Committee will review the modifications to current positions, and establish a pay grade for the modified position.

Section 2. The County Manager shall accept or reject the recommendations of the Classifications Committee within 60 days of their submission to the County Manager. This decision will be final, unless grieved by the Union within five (5) working days of the County Manager's decision. The only matter that can be grieved is the pay grade.

Section 3. The Classification Committee shall be comprised of equal representatives of the Employer, as designated by the County Manager; and Representatives of the Union, as selected by the Executive Board of AFSCME Local 1398.

Section 4. The parties will meet during the term of this Agreement to review the current classification system.

ARTICLE XXIX – PARKING

The Employer will provide free parking at the Water Street Parkade and any lot the County Manager may designate for employee use.

ARTICLE XXX - PEACE & STABILITY

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employees Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur that is not authorized by the Union, within twenty four (24) hours following the request of the Employer, the Union shall:

(A) Publicly disavow such action by the employees;

(B) Advise the Employer in writing, that such employee action has not been authorized or sanctioned by the Union;

(C) Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. The Employer reserves the right to discipline, suspend, demote, or discharge any employee who violates the provisions of Section 1 of this Article.

Section 4. The employer will not engage in any lockout during the life of this Agreement.

ARTICLE XXXI - MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer, in its sound discretion, possesses the right in accordance with applicable laws, to manage all operations 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. The Employer may adopt reasonable work rules, provided, however, that any dispute as to the reasonableness of such rules or any dispute involving claims of discrimination against any employee in the application of such rules shall be subject to challenge through the grievance procedure of this Agreement, upon adoption and/or as applied to a particular employee.

To the extent that the Employer's current Ordinances, Codes and Personnel Policy, including but not limited to its Accountability, Conduct and Ethics Code, Personnel Code, Administrative Code or Personnel Policy, include reasonable work rules that are not in direct conflict with this Agreement, those rules apply to these employees, provided, however, that any dispute as to the reasonableness of such rules or any dispute involving claims of discrimination against any employee in the application of such rules shall be subject to challenge through the grievance procedure of this Agreement, upon adoption and/or as applied to a particular employee.

Matters of 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, its overall budget, 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 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 by the Employer in the past.

Section 3. The Luzerne County District Attorney reserves the statutory right to hire, discharge, discipline and supervise his or her employees and is not waiving and has not waived the rights granted to that Office by virtue of Section 1620 of the County Code and Pennsylvania law. To the extent that this Agreement interferes with these rights in any way, it is not applicable to the District Attorney or to his or her Office.

ARTICLE XXXII – LABOR-MANAGEMENT COMMITTEE

This Article shall not apply to the District Attorney or to his or her Office to the extent that it interferes with his/her rights to hire, discharge, discipline or supervise his/her employees.

Section 1. A committee composed of representatives appointed by the Union and representatives of the Employer shall be established to resolve, among other things, any problems dealing with the implementation of this Agreement, to discuss labor-management problems that may arise, and to discuss and investigate any safety and health issues brought to the attention of the committee. The committee shall meet quarterly, or as needed.

ARTICLE XXXIII – MISCELLANEOUS

Section 1. There shall be an official personnel file for each employee. The official personnel file shall be the personnel files contained in the Human Resources Department and the employee’s assigned department. The contents of an employee’s personnel file will be available for examination by the employee within a reasonable period of time after the employee’s request. Employees are entitled to have a representative with them while reviewing their own file. If there are any disagreements over its contents, the employee may submit a statement concerning materials in the employee’s file, and such statement shall become part of the personnel file.

Section 2. In the event of mandated or unscheduled overtime, after 4 hours worked the Employer will provide a stipend of \$8.00 to the employee to cover the cost of a meal, provided the meal is not otherwise supplied by the Employer.

ARTICLE XXXIV – TERMINATION

The Agreement shall be effective January 1, 2018, and shall remain in full force and effect up to and including December 31, 2021. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing.

COLLECTIVE BARGAINING CONTRACT BETWEEN LUZERNE COUNTY AND LUZERNE COUNTY COURT RELATED UNIT, AFSCME, AFL-CIO, DISTRICT 87, DATED JANUARY 1, 2018 THROUGH DECEMBER 31, 2021:

FOR THE UNION:

FOR THE COUNTY:

C. David Pedri, Esq. – County Manager

David Parsnik – Head, Administrative Services

Tim McGinley – Chair, Luzerne County Council

DATE: _____

APPENDIX "A"
GUIDELINES -- SICK DAY BANK

Section I. **Plan** - The term "Sick Day Bank" will be referred to as the "Plan". The Executive Board of AFSCME Local 1398, along with the Luzerne County Human Resources Director or his designee will serve as Administrators of the Plan.

Section II - **Eligibility** - This Plan shall only apply to full time employees as covered in the Collective Bargaining Agreement of AFSCME Local 1398. This plan shall not apply to temporary or per diem employees; including summer help or to part-time employees who are scheduled to work less than 20 hours per week.

Section III - **Investment**. As outlined in the Collective Bargaining Agreement, each employee covered by the Agreement shall automatically have invested one sick day into the plan effective on January 1st of the first full year after hire and on January 1st each year thereafter. (See each Unit's "Sick Leave Article" in their respective Collective Bargaining Agreement.)

Section IV - (A) **Purpose**. This plan is intended as a form of protection for eligible employees against an "approved illness/disability".

(B) **Approved Illness/Disability** - Any employee who is unable to perform his/her assigned duties due to a: (1) confined hospital stay, (2) mandatory house or bed rest, (3) other; an illness/disability that has been attested to by an accredited physician.

Section V - **Terms** - The illness/disability shall be: (1) longer in duration than the accrued eligible leave time the employee possesses, (2) an employee shall have a mandatory eight (8) days of accumulated time prior to the illness/disability, or acceptable evidence justifying the lack of qualifying time, (3) all of the employees' accumulated time shall be used before he/she will be awarded time from the Plan.

Section VI - **Accumulated time** - Includes, but is not limited to: sick, vacation, personal days, compensatory time and any other entitled leave granted by the Supervisor, i.e., Administrative Days.

Section VII - **Plan Request**- Employee, or his/her immediate family, may request in writing, sick bank days from the Plan by contacting any Plan Administrator who will, in turn, bring the request before the Board of Administrators. All Plan requests shall be accompanied by documentation attesting the illness/disability. NO REQUESTS WILL BE HONORED BY THE BOARD UNLESS ALL PRIOR REQUIREMENTS OF SECTION IV AND V HAVE BEEN SATISFIED AND THE PROVISIONS OF ARTICLE VIII-SICK LEAVE, SECTION 5 (B) REQUIRING "AUTHORIZED MEDICAL LEAVE OF ABSENCE" STATUS UNDER FMLA FROM THE COUNTY HAVE BEEN COMPLIED WITH.

Section VIII - **Time Granted** - The number of sick days granted by the Board of Administrators for an approved illness/disability shall be a maximum of 120 days per employee, per illness. Sick bank time granted by the Board shall be in increments of up to a maximum 30-day award. Additional time beyond thirty days, even for the same illness/disability, must be requested as if it were a new request. The Board will then determine whether to continue or terminate Sick Bank eligibility. All Plan decisions will be made on a case basis, with consideration being given, but not limited to, (1) length of seriousness of illness/disability, (2) work history of employee.

Time granted under the Sick Bank Provisions of this labor agreement will be considered FMLA and will be applied directly toward the twelve (12) week leave time allowed under FMLA (see Appendix C).

It is recognized that the total maximum time granted to an employee under the Sick Bank may exceed the maximum time granted and allowable under FMLA. The County agrees to make any such payments provided that the employee continue to meet the medical criteria established under FMLA law and policy.

Section IX - **Repayment** - Sick days granted from the Plan are not subject to repayment, however, any employee returning to work prior to utilization of all the sick bank time awarded them shall return any unused days to the Bank.

Section X - **Records** - The Board of Administrators will maintain records.

Section XI - **Amendments** – The provisions of these Sick Day Bank guidelines are amendable by a vote of $\frac{3}{4}$ of the Board of Administrators.

Section XII - The County reserves the right to seek from the Board of Administrators certification of continued eligibility of an employee to receive payment of Sick Bank Benefits every thirty days while an employee is receiving such payments. If such certification is not forthcoming, the County can deny continued payments of Sick Bank Benefits.

APPENDIX "B"
JOB CLASSIFICATION TITLES & STARTING SALARIES

	2018	2019	2020	2021
PAY GRADE 1				
Clerk I	23,650	23,950	24,200	24,550
Clerk Typist I	23,650	23,950	24,200	24,550
Data Entry Clerk I	23,650	23,950	24,200	24,550
Receptionist/Clerk	23,650	23,950	24,200	24,550
Victims Witness Coordinator	23,650	23,950	24,200	24,550
PAY GRADE 2				
ARD Coordinator	24,650	24,950	25,200	25,550
Clerk II	24,650	24,950	25,200	25,550
Clerk Steno I	24,650	24,950	25,200	25,550
Clerk Typist II	24,650	24,950	25,200	25,550
Data Entry Clerk II	24,650	24,950	25,200	25,550
Trial Assistant	24,650	24,950	25,200	25,550
Witness Clerk	24,650	24,950	25,200	25,550
PAY GRADE 3				
Bookkeeper	25,650	25,950	26,200	26,550
Cashier	25,650	25,950	26,200	26,550
Clerk III	25,650	25,950	26,200	26,550
Clerk Steno II	25,650	25,950	26,200	26,550
Clerk Typist III	25,650	25,950	26,200	26,550
Internal Investigator	25,650	25,950	26,200	26,550
Microfile Tech	25,650	25,950	26,200	26,550
Paralegal	25,650	25,950	26,200	26,550
PAY GRADE 4				
Investigator	26,650	26,950	27,200	27,550
Senior Trial Assistant	26,650	26,950	27,200	27,550
PAY GRADE 5				
Clerk V	27,650	27,950	28,200	28,550
Deputy Sheriff	27,650	27,950	28,200	28,550
PAY GRADE 6				
Administrative Assistant	28,650	28,950	29,200	29,550
Deputy Sheriff Corporal	28,650	28,950	29,200	29,550
PAY GRADE 7				
Deputy Sheriff Sergeant	29,650	29,950	30,200	30,550

APPENDIX "C"
FAMILY AND MEDICAL LEAVE ACT POLICY

The County will comply with the Family and Medical Leave Act.

APPENDIX "D"

SHERIFF'S OFFICE

In addition to all applicable provisions of the Collective Bargaining Agreement, the employees of the Sheriff's Office shall be covered by the modifications and provisions of this Appendix.

Hours of Work

Each Deputy Sheriff's work shift and work week shall be posted on a pre-established schedule, which shall not be changed for the purpose of avoiding the scheduling or payment of overtime. Except for disasters and/or emergencies, work schedules will be posted two (2) weeks in advance. Hours of work for Deputy Sheriffs shall be 35 hours per week.

Holidays

Double time shall be paid for all hours worked on a Sunday or Official Holidays with a guaranteed minimum of four (4) hours pay at said Double Time.

Overtime

Employees who would like to be eligible for selection for "Daily" overtime assignments shall, at the beginning of their shift, place their signature next to their name and check a box for yes or no to indicate their willingness to accept voluntary overtime assignments for that day. This shall be completed on a dated form containing all eligible employee names created by the Sheriff. A separate form shall be provided to employees working in locations other than the Luzerne County Courthouse (e.g., Brominski Building, Penn Place, Sheriff's Hazleton Annex, etc.). This form, which shall contain the aforementioned contents, shall be transmitted via fax or email, by no later than 10:00 a.m., to the Luzerne County Sheriff's Department Transport Division. Daily overtime assignments will be assigned in order of seniority on a rotating basis.

Prisoner Transports which are deemed by the Sheriff to be "Overtime/Overnight Transports," by virtue of distance or circumstance, shall be posted, when possible, a minimum of two (2) days prior to the scheduled date of transport. This posting shall contain the date of trip, date and time in which the posting was posted, the date and time the posting will be removed, whether the transport will be overtime or overnight, where the transport is going from and where it is going to, and a place for employees to sign up. A copy of the posting will be sent to all buildings where eligible employees are assigned. If an employee, who is assigned to a building other than the Luzerne County Courthouse, would like to be selected for assignment, said employee shall transmit via fax or email, by no later than the posted removal time, a signed copy of the posting, to the Luzerne County Sheriff's Department Transport Division. Overtime/overnight prisoner transport assignments will be assigned in order of seniority on a rotating basis. This rotation will be separate from "Daily" overtime assignments.

Special Overtime assignments, conducted outside of normal working hours, shall be posted when possible, a minimum of two (2) days prior to the scheduled date of assignment. This posting shall contain the date of assignment, date and time in which the posting was posted, the date and time the posting will be removed, type of assignment (e.g. saturation patrol, warrant sweep), and a place for employees to sign. A copy of the posting will be sent to all buildings where eligible employees are assigned. If an employee, who is assigned to a building other than the Luzerne County Courthouse, would like to be selected for assignment, said employee shall transmit via fax or email, by no later than the posted removal time, a signed copy of the posting to the Luzerne County Sheriff's Department Transport Division. Special overtime assignments will be assigned in order of seniority on a rotating basis. This rotation will be separate from "Daily" and "Overtime/Overnight Transports" overtime assignments.

Double time shall be paid for all hours worked on a Sunday or Official Holiday with a guaranteed minimum of four (4) hours pay at said Double time rate.

Per diem employees shall not be utilized in lieu of regular full-time Deputies in order to avoid the assignment or payment of voluntary overtime. Per diem employees may be used to avoid assignment of mandatory overtime.

All Deputy Sheriffs shall report for overtime when required to do so by the County, State or Federal Authority.

Where it is necessary to assign mandatory overtime due to lack of volunteers, such assignments will be made in the inverse order of seniority on a rotating basis.

Health and Safety

Sheriff's Department will be given proper training and necessary supplies for the transporting of infectious and/or potentially infectious persons.

The Sheriff will make available a rifle when requested and approved by the Sheriff.

The County shall provide at its expense and as a matter of safety, bullet proof vests to all full time deputies. Said vest shall be minimum ballistic level Type II with a trauma plate and wrap around sides. The vest shall remain the property of the County. Vest shall be replaced on a regular basis in strict accordance with the manufacturer's minimum recommendation regarding useful life.

Uniforms

Where uniforms are required, the employer will provide a uniform allowance in accordance with the Collective Bargaining Agreement.

Section 1 – Full-time Deputy Sheriffs will be issued the following upon hire:

1. Three (3) pair of trousers
2. Three (3) long sleeve and three (3) short sleeve shirts
3. Collar brass one (1) Commonwealth seal and one (1) Deputy Sheriff
4. Duty gear (Firearm and holster, baton and case, pepper spray and case, magazines and double magazines case, taser and holster, handcuffs, and handcuff case).
5. One (1) pair of boots
6. One (1) all weather jacket
7. One (1) dress uniform hat

Section 2 – An allowance of \$600 annually shall be available to each uniformed and non-uniformed deputy after one calendar year of service. This allowance shall be utilized to purchase items listed within the Uniform Regulation Section of the Luzerne County Sheriff's Department Standard Operating Procedures manual. A Deputy Sheriff, at his or her choice, may use a portion of the annual allowance required to purchase up to One Hundred (100) rounds of ammunition.

Section 3 – Any damage incurred to any part of a Deputy Sheriff's uniform during the performance of his/her duties for which he/she is not compensated through the Courts will be compensated in full by the County, and shall not be charged against the Deputy Sheriff or his/her clothing allowance.

Section 4 – Absent a health and safety concern, Deputy Sheriffs will be provided a grace period of Thirty (30) days to comply with any new uniform requirements when the County makes changes to said requirements. If the change was made due to a health and safety concern, each Deputy Sheriff must comply with the new requirement by the County mandated deadline.

Deputy Sheriffs Association of Pennsylvania

The employer shall pay the annual dues for deputy sheriffs for membership in the Deputy Sheriffs Association of Pennsylvania.

Travel Expenses

Transporting prisoner(s) over 200 miles one way shall be deemed an "Over-night Trip". Meal allowances for overnight trips will be up to \$40.00 per day and employee can add up to a 10% tip. The Employer will pay up to \$20.00 plus up to a 10% tip for meal allowances for all out of County transports over a total of 150 miles round trip but not deemed an "Overnight Trip."

Employment Testing

The County reserves the right to administer drug and/or alcohol testing in accordance with the Drug and Alcohol Free Workplace policy included in the Luzerne County Personnel Policy dated January 1, 2011. In addition, Deputy Sheriffs will be subject to random drug and/or alcohol testing pursuant to a random testing policy to be developed by the County, with those items of implementation for such policy that are subject to collective bargaining to be negotiated between the County and the Union.

Bilingual Stipend

1. The County will provide a Two Hundred Fifty Dollar (\$250) stipend to a Deputy Sheriff who is requested to, successfully certifies as proficient in Spanish, and performs bilingual services. Proficiency includes the ability to speak, read, write and understand the language. The County will administer testing to determine proficiency. An employee must obtain a total combined score of not less than Eight Five Percent (85%) to be deemed proficient.
2. The County will adopt a Human Resources policy and procedure that will outline, among other things, the testing, retesting, and stipend payment procedure.

APPENDIX "E"
DISTRICT ATTORNEY EMPLOYEES
RECEIVING ONE TIME 2018 BASE RATE INCREASE

<u>EMPLOYEE</u>	<u>TITLE</u>
MICHELLE BELLANCO	TRIAL ASSISTANT
AMANDA BIROS GILMER	CLERK TYPIST I
BRIGID CASEY-GODFREY	JUVENILE VICTIMS WITNESS COORDINATOR
PATRICIA COURTNEY	TRIAL ASSISTANT
HEATHER DRISCOLL	CLERK TYPIST I
DEBBIE GENOVESI	CLERK TYPIST II
KATHY ANN HALL	ADULT VICTIMS WITNESS COORDINATOR
LIZA HOLMES	TRIAL ASSISTANT
KRISTINA JORDAN	ADULT VICTIMS WITNESS COORDINATOR
MOLLIE ANN KATRENICZ	SENIOR TRIAL ASSISTANT
JACQUELYN KAZOUN	CLERK TYPIST I
BRANDON KITCHEN	CLERK TYPIST II
PAMELA KOLMANSPERGER	CLERK TYPIST II
NICOLE LEDORETTI	CLERK TYPIST II
CLAUDIA MADDEN	RECEPTIONIST/CLERK
SHERRY MIDDLETON	CLERK TYPIST I
JILL OBRIEN	ADULT VICTIMS WITNESS COORDINATOR
PAULA SCHNELLY	ADMINISTRATIVE ASSISTANT
MEGAN STONE	CLERK TYPIST II
KIMBERLY VANDERLICK	TRIAL ASSISTANT
KRISTEN ZEARFOSS	CLERK TYPIST II
SARA ARIAS	ADULT VICTIMS WITNESS COORDINATOR
ALEXANDRA BOLSAR	CLERK TYPIST I
BOBBI ANN MERTIS	ADULT VICTIMS WITNESS COORDINATOR
DEANA PROCHASKA	CLERK TYPIST I
INGRID-BLAKE RITCHIE	ADULT VICTIMS WITNESS COORDINATOR