

AGREEMENT

between

COUNTY OF LUZERNE

and

BROTHERHOOD OF TEAMSTERS LOCAL UNION 40 1

for

LUZERNE COUNTY OFFICE OF CHILDREN AND YOUTH SERVICES

Effective January 1, 2014 through December 31, 2017

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LUZERNE COUNTY CHILDREN & YOUTH SERVICES
JANUARY 1, 2014 - DECEMBER 31, 2017

AGREEMENT

This AGREEMENT, made and entered into by and between Luzerne County acting through Luzerne County Children and Youth Services hereinafter referred to as "Agency" or as "Employer" and Brotherhood of Teamsters Local Union 401, composed of employees of the Agency hereinafter referred to as the "Union" hereby declare their intent to work together to promote and improve labor management relations between them and to set forth the basic terms and conditions of employment to be observed by the Employer and the Union.

Whereas, the Agency is engaged in furnishing a public service which affects the comfort, general welfare, health and safety of a large number of people; and in consideration of their mutual desires in promoting efficient standards of social work and to provide for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1
REPRESENTATION AND RECOGNITION

Section

1

The Agency recognizes the Union as the sole collective bargaining representative in all matters pertaining to wage rates, working hours, and other conditions of employment for all regular full time and part time employees of the Agency found in the appropriate collective bargaining unit established by the Pennsylvania Labor Relations Board, which excludes from the Bargaining unit certain employees of the Agency, as follows:

- a. Confidential employees
- b. Management Level Employees
- c. First Level Supervisors

Section 2

In the event the Public Employee Relations Act is amended during the term of this Agreement, the parties agree to negotiate, concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the Amendments to the Act.

Section 3

For the purpose of this Agreement, the word "employees" shall apply to the regular full-time and regular part-time employees found in the bargaining unit covered by this Agreement. Regular employees are those employees who have completed an initial required probationary period of employment and are retained on the payroll of the Agency for further service.

ARTICLE 2
MAINTENANCE OF MEMBERSHIP

Section 1

Each employee who is or becomes a member of the Union shall maintain such membership for the duration of this Agreement provided that such employee may resign from the employee organization within fifteen (15) days prior to the expiration of this Agreement upon written notice by certified mail (return receipt requested) to the Employer and the Union.

Section 2

The Employer agrees to deduct dues and initiation fees on a regular basis, or at least one time each month, upon proper written authorization from the employee.

Section 3

The Employer further agrees to deduct from the wages of employees having executed the authorization in Section 2 of this Article an annual assessment, if any, upon certification of the assessment by the Union to the Employer.

Section 4

The Employer further agrees to deduct a fair share fee, on a regular basis, or at least one time each month, from all employees in the bargaining unit who are not members of the Union.

The initial Fair Share deduction will be made following the thirty (30) days of employment, after the employee completes an initial probationary period.

Authorization from non-members to deduct the fair share fees shall not be required.

Section 5

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 current month, after such deductions are made.

ARTICLE 3
UNION ACTIVITIES

Section 1

There shall be no discrimination against any employee because of Union membership or activities. Representatives of the Union may visit the facilities for the purpose of discussing grievances and other Union matters with the employees. Such discussions shall take place at such times and places so that there will be no disturbance to clients or interruption in providing care to same. The Union representative shall announce himself to the Agency Director or designee upon entering the facility. The representative will provide advance notice whenever possible and appropriate.

Section 2

The Union may post all official notices on the Employer's bulletin boards designated for the affairs of the Union. The Union shall not post material detrimental to the labor management relationship nor of a political or controversial nature.

Section 3

The Union agrees that neither it nor its members will solicit Union membership or conduct Union activities on the Employer's time other than the handling of grievances with the Employer's as provided in this Agreement.

ARTICLE 4
EMPLOYERS DUTY TO PROVIDE INFORMATION

Section 1

The Employer shall make known to each employee the existence of the contractual relationship provided by this Agreement.

Section 2

The Employer shall make available to each employee a copy of the written job description applicable to the position occupied by the employee.

Section 3

The Employer shall furnish the following information to the Union:

- (a) any change in the job classification of any employee
- (b) a seniority list of all employees
- (c) the names of the new hires within 30 days of appointment

ARTICLE 5
MANAGEMENT RIGHTS

The Employer shall have and retain all managerial responsibilities which shall include, but not be limited to; the right to determine the mission, purposes, objectives, and policies of the Employer, to establish amend, or modify an overall budget; to establish, change, combine, or abolish job classifications or the job content of any classification; to reprimand, suspend, discharge for cause or otherwise relieve employees from duty for lack of work or other legitimate reason; to hire, promote, rehire, demote, transfer, layoff and recall employees to work; to determine the starting and quitting time and the number of hours and shifts to be worked; to expand, reduce, alter, combine, or cease any job operation or service; to control and regulate the use of machinery, equipment and other property of the Employer; to introduce new or improved research, development and services; to determine and from time to time re-determine the methods, processes and materials to be employed by the Employer; to determine the number and types of employees required and to assign work to such employees in accordance with the operational needs of the Employer, and direct the work force and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

The Employer has the right to establish and enforce reasonable work rules.

Further, all inherent managerial rights, management functions and prerogatives which the Employer has expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer, in accordance with applicable laws.

To the extent that the Employer's Home Rule Charter, 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 applied to a particular employee.

ARTICLE 6

DISCHARGE, DEMOTION, SUSPENSIONS AND DISCIPLINE

Section

1

The Employer shall not demote, suspend, discharge, or take any disciplinary action against any employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third (3rd) step of the grievance procedure subject to any conditions set forth in the grievance procedure. The Union and the employee shall be notified promptly by the Agency Director in writing, of any pending demotion, suspension, discharge, or written disciplinary notices. Written disciplinary notices will not remain in effect for more than one (1) year, if there are no further incidents in that time frame.

Any action instituted under this Article shall be implemented within twenty (20) working days after the event giving rise to such disciplinary action or knowledge thereof. The Employer will attempt to discipline employees in such a manner not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination of flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this section.

ARTICLE 7

GRIEVANCE AND ARBITRATION

Section 1

Any dispute relating to the interpretation of this Agreement shall be handled in accordance with the following procedures

Step 1.

The aggrieved employee shall submit the grievance in writing to the Department Manager within 30 calendar days of the alleged violation or awareness thereof the Department Manager has

30 calendar days to attempt to resolve the grievance. If no decision is made in 30 days, the

grievance automatically goes to Step 2. If the decision is unsatisfactory, the grievant has 14 calendar days from the disposition at Step 1 to submit grievance to Step 2.

Step 2.

The grievance is submitted in writing to the Agency Director. The Agency Director has 30 calendar days to attempt to resolve the grievance. If the decision is unsatisfactory, the grievant has 14 calendar days from disposition at Step 2 to submit the grievance to Step 3. If no decision is made in 30 days the grievance automatically goes to Step 3.

Step 3.

The grievance is submitted in writing to the Director of Human Resources or his designee. The Director of Human Resources or designee has 30 calendar days to attempt to resolve the grievance. If the decision is unsatisfactory, the grievant has 14 calendar days from disposition at Step 3 to submit the grievance to Step 4. If no decision is made in 30 days, the grievance automatically goes to Step 4.

Step 4

The grievance is submitted in writing to the County Manager or his designee. The County Manager or designee has 30 calendar days to attempt to resolve the grievance. If the decision is unsatisfactory, the grievant has 14 calendar days from disposition at Step 4 to submit the grievance to Arbitration.

A signed, dated agreement must be provided for all resolved grievances.

Step 5.

If the disposition at Step 4 is unfavorable, within 14 calendar days, the Union shall notify the Employer of the Union's intent to submit the grievance to arbitration. The arbitrator shall be selected mutually by the Employer and the Union within 14 calendar days. In the event no agreement can be reached as to the selection of the Arbitrator, either party may request the Pennsylvania Bureau of Mediation to submit a list of seven (7) possible arbitrators. The parties shall meet within five (5) working days of the receipt of said list 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; on successive selections the Union will alternate having the first strike.

The cost of arbitration shall be shared equally by the parties. 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 postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties.

The Arbitrator may not add to, delete from, or alter any of the provisions of this Agreement.

The decision of the Arbitrator shall be final and binding in all cases submitted to him except where the decision should require an enactment of legislation, in which case it shall be binding only if such legislation is enacted.

Section 2

If a grievance is not initiated or referred to the next step of the grievance procedure within the time limits set forth, the grievance shall be considered to have been settled satisfactorily to all concerned. The parties, by mutual agreement, may extend the time in writing to initiate or refer the

grievance to the next step as set forth in the grievance procedure.

Section 3

Grievance may only be submitted to arbitration during the life of the contract. The grievance process may not be initiated after contract expiration date. The arbitrator may hear only a single grievance per arbitration session, unless the Union and the Employer agree otherwise.

Section 4

Employees acting as representatives of the Union shall be permitted to discuss grievance with the supervisor, or with any aggrieved employee, during regular working hours without loss of pay. Representatives of the Union shall first request and be given permission from their respective supervisor's, to discuss grievances with such employee. Except as provided by this paragraph and Article 19, Section 4, no other Union business will be conducted during working hours, without management's permission.

Section 5

It is understood that the Employer and the Union are authorized to settle grievances at any time during the grievance procedure and at any time prior to the final decision of the grievance by the arbitrator; provided however, that any such settlement shall not be accepted by both parties as a precedent for any other grievance that may be filed.

Section 6

Any employee shall be allowed time off, without loss of pay, to attend scheduled meetings held with the Agency during regular working hours. Should such meetings be scheduled outside the regular working hours, no compensation shall be paid by the Agency for these hours.

Section 7

Subject to the jurisdiction of the State Civil Service Commission and Pennsylvania Labor Relations Board, upon grievance procedure herein. The Union and Employer would comply with these established rules and regulations as it applies to the employee's respective case. Upon the Commission or Board determination that a hearing will be conducted, the Union and Employer will end the grievance procedure.

ARTICLE 5 PROMOTION, TRANSFERS, VACANCIES, NEW POSITIONS

Section 1

Preference for promotion to all vacancies, transfers, and new positions shall be given to employees already employed by the Agency, if they have the proper qualifications, ability and job performance. Among employees whose ability, job performance and qualifications are approximately the same, seniority shall be the determining factor in the choice for promotion, transfer or new position.

Section 2

Vacancies, openings, and new positions shall be posted, in accordance with the Luzerne County Personnel Code, for no less than two (2) weeks in the office of the administrative unit

responsible for administering the County personnel system, on the bulletin boards at the various work locations of the County, and on the County website or other electronic medium and shall be advertised in at least one daily newspaper of general circulation in the County. Current employees who apply for and are awarded a position posted by the Agency, will, to the extent possible as determined by the County, be transferred to their new position within sixty (60) days of being awarded the position. If, for any reason, the County determines that the transfer cannot take place within the sixty (60) day time period, then the County shall meet with the employee and the Union for the purpose of explaining the delay and informing the employee if, and under what circumstances, the transfer will occur. Transfers that occur beyond the sixty (60) day period will not be reposted provided that the employee to whom the position was originally awarded remains interested in the transfer and maintains the proper qualifications, ability and job performance.

Section 3

When an employee within the bargaining unit is directed to perform in general the primary duties and responsibilities of a higher rated classification for a period of three (3) or more consecutive working days, the employee shall be compensated retroactive to the time the assignment began at a rate equal to the minimum step of the pay range for the higher rated position or a 5% pay increase for 1 to 3 pay ranges for the higher work position or a 10% pay increase for 4 or more pay ranges whichever is greater.

ARTICLE 9 FURLOUGH AND RECALL

Section 1

Definitions - Agency is Luzerne County Children and Youth Services. Department is the Agency division having a specialized function and personnel: social services, social services support, and clerical support. Supervisory work group is a programmatic unit within a department.

Section 2

In the event it becomes necessary to lay off employees for any reason, the Agency shall determine the department and classification within the department to be affected. Employees shall be laid off based on qualifications, experience, physical fitness requirements of the position, ability, and job performance of any employee. All of these items being equal, said layoff shall be made in the inverse order of their seniority within their department.

- a. Employees bumping into a "higher rated" previously held classification may only bump the least senior employee in that classification.
- b. With the exclusion of subsection (a) above, employees bumping within the same department will exercise department seniority.
- c. With the exclusion of subsection (a) above, employees bumping into another department in the bargaining unit shall exercise agency wide seniority.

Section 3

Recall shall be in the order of Agency-wide seniority. Employees shall have recall rights to their regular classification in the department; and if they have the qualifications and ability to equivalent or lower rated classifications in the department. Employees who accept or refuse recall to a lower rated classification shall maintain recall rights to their regular classification. Employees who refuse recall to all equivalent or their regular classification shall be terminated and deemed quit. Recall rights may be exercised for a period not to exceed twelve (12) months.

Section 4

In the event of layoff, the employer shall provide two (2) weeks advance notice to the time affected employees and Union except in an emergency.

ARTICLE 10 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 11 LIFE INSURANCE

The Employer shall provide for each employee, at no cost to the employee, group term life insurance coverage in the amount of fifty thousand dollars (\$50,000) with double indemnity

ARTICLE 12 TRAVEL EXPENSES

Section 1

Travel expenses shall be paid in accordance with the Department of Welfare existing travel expense regulation with mileage reimbursement to be paid at the established GSA rate. The Union will be notified whenever the rate for travel expenses changes.

Section 2

Car Liability Insurance - A reimbursement payment will be given to employees required to transport clients in their personal vehicles.

The reimbursement payment will be based upon the actual amount charged by the insurance company for \$100,000 of business use liability insurance.

Eligible employees must be employed by the Agency a minimum of six (6) months to qualify. Acceptable proof consists of a policy cover page indicating business use coverage and the cost.

Section 3

This reimbursement will end, should the PA Supreme Court uphold the Superior Court decision mandating County liability as primary .

ARTICLE 13
HEALTH AND WELFARE

Section

1

The Employer shall provide each full-time employee with a healthcare insurance plan which is the new revised healthcare plan effective January 1,2014,for all eligible employees.

Section 2

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

Section 3

All employees shall be required to contribute ten (10)% of the total monthly premium cost for the newly established healthcare coverage they elect. It is understood that for 2014, employees will contribute on the basis of ten (10)% of the 2013 total monthly healthcare premium costs. In years 2015,2016,2017,employees will contribute on the basis of ten (10%) of the 2015,2016,2017 total monthly healthcare premium costs.

			<u>2017</u>
2013 Premium Costs	2015 Premium Costs	2016 Premium Costs	2017 Premium Costs

Section 4

An employee who opts-out of the Health Plan shall be paid a \$1,500 bonus. In order to qualify for this bonus, the employee must demonstrate evidence of comprehensive insurance coverage from another employer other than the County Plan. The bonus payment will be pro-rated for full-time employees working less than twelve (12) months in the calendar year.

An employee hired after January 1, 2011, whose spouse is employed by the County and where that employee is covered under the County Healthcare Plan as a spouse, is not eligible to participate in the Cash-Out Option. An employee hired before January 1, 2011 who is currently participating in the Cash-Out Option and is also currently covered under the County Healthcare 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.

Section 5

The Employer will provide for the employee only, a vision/eyeglass plan at Employer 's expense.. The Employer will also provide employees with the option of purchasing vision/eyeglass coverage for the employee's dependents. Employees electing dependent coverage shall be responsible for all costs associated with providing coverage for his or her dependents.

Section 6

The Employer will provide employees with the opportunity to participate in a dental insurance plan, with the entire cost of the program to be borne by the eligible employees.

Section 7

The Employer may offer, at its sole discretion an equivalent plan as a substitute for each or all of these plans. The Employer will provide thirty (30) days advance notice, if possible, of any changes or modifications of health insurance plan options.

**ARTICLE 14
PARKING**

The Employer shall provide parking, on the premises if possible, for the Employee at no cost to the Employee. Agency-wide seniority will be the determining factor in disputes regarding the assignment of parking spaces.

**ARTICLE 15
HOURS OF WORK**

Section 1

The employee shall be required to work a seven and one-half (7 1/2) hour work day Monday through Friday. One (1) hour will be permitted for lunch. The work week shall consist of thirty seven and one-half (37 1/2) hours. Two (2) rest periods of fifteen (15) minutes each may be taken during the working hours to be scheduled each during one-half of the working day. Changes in hours of work will be 8:00am – 4:00pm with a half-hour lunch, beginning after Memorial Day and returning to the traditional work hours of 8:30am – 5:00pm following Labor Day.

**ARTICLE 16
BEREAVEMENT LEAVE**

All Employees shall be allowed paid time off at their regular rate of pay for three (3) work days as normally scheduled for the Employee for the death of the Employee's spouse, child, parent, step-child, step-parent, brother, sister, parent-in-law, grandparent or grandchild.

The death of an immediate family member entitles an Employee to an absence of one (1) day with pay (immediate family is considered to be: aunt, uncle, niece, nephew, cousin, brother/sister-in-law or "steps" in all of the above or other family members living in the same household.) Employee may use sick leave to supplement bereavement.

Moreover, if the employee is notified of such death while at work, he shall be excused from further work on that day without loss of pay and the time off provided for above shall begin with the following day.

ARTICLE 17
JURY DUTY

Employees called for *jury* duty shall be granted leave with pay and *jury* pay to be refunded to the County. Employees shall notify the Agency Director, in writing, one (1) week in advance of the beginning of jury duty.

ARTICLE 18
SENIORITY

Seniority shall be calculated by continuous service with the Agency from the date of hire. Employees who are laid off and subsequently rehired by the Employer within twelve (12) months from the layoff date shall retain their former seniority date. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. Part-time employees that change status to full-time will be considered a new hire, effective the date of status change, for purposes of benefits and seniority.

ARTICLE 19
GENERAL CONDITIONS

Section I

Both the employer and union agree not to discriminate in the employment and 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 or political affiliation.

Section 2

Employees will not be required to follow any practice contrary to Federal or State Law.

Section 3

No employees covered by this Agreement shall be required to submit to a lie detector test.

Section 4

The Employer and the Union shall maintain a Work Environment Committee which shall include all elected shop stewards and employer representatives. The Committee shall meet at least quarterly at a time mutually agreed upon between the Union and the Employer to discuss and implement improvements in working conditions. Any employee who wishes to address an issue shall contact the Shop Steward to place the issue on the Agenda, at least one (1) week in advance. In the event a dispute regarding working conditions cannot be settled by the Committee, it may be processed through the grievance procedure of this Agreement. Employee representatives shall attend such committee meetings with pay, limited to the time taken to complete the WEC Agenda.

Section 5

The Employer may require pre-employment drug/alcohol tests of all workers they intend to hire or use.

Section 6

An employee can be tested for "reasonable cause" if the Employer believes the employee's action, appearance, or conduct are indicative of drug/alcohol use.

Section 7

The parties will be governed by the procedures approved by the Union and Employer for collecting the samples, laboratory analysis, and reporting results. No drug/alcohol test can be reported as positive until a doctor reviews the lab test results, gives the worker an opportunity to discuss the results, and then verifies the results as positive. The cost shall be borne by the Employer.

Section 8

The Employer has implemented procedures to access an Employee Assistance Program for all employees.

Section 9

In the event that any provisions of this Agreement are found to be invalid and/or unenforceable by a court or other authority having jurisdiction, then such provisions shall be considered void but all other valid provisions shall remain in full force and effect.

In the event that any provisions of the Agreement are deemed invalid or unenforceable, the parties, at the request of either shall meet in an attempt to agree upon replacement language. No other aspect of the Agreement shall be open during these discussions absent mutual written agreement by the Union and the County. Failure of the parties to agree on replacement language during the term of this Agreement shall not entitle either party to engage in a strike or lockout or otherwise take any action in violation of Article 21 of this Agreement.

Section 10

The Employer will maintain for each employee, a personnel file which shall contain formal documentation of a person's current employment status and employment history. Employees may access their file by request to the Employer.

Section 11

If a decision is made to close the County Courthouse for a weather-related emergency, then the Human Services Agencies will also be notified in a reasonable time frame. A "Distribution List" will be developed and used for this notification purpose. This list shall at least include the Agency Director, Human Resources Office, and Division/Department Heads. Any dismissal with or without pay will be at the discretion of the County Manager, with the understanding that the "with or without" pay decision is to be uniformly applied.

ARTICLE 20
LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE/MILITARY LEAVE

Section 1

Employees having worked one (1) or more years and at least 1,250 hours in the previous 12 months, are eligible to request Leave of Absence in accordance with the rules and procedures provided herein.

Section 2

Eligible employees may take up to twenty-six (26) weeks of job protected leave; eligible employees hired after 1/1/02, may take up to sixteen (16) weeks of job protected leave; eligible employees hired after 1/1/14, may take up to twelve (12) weeks of job protected leave in any twelve (12) month period for the following reasons:

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility; (2) any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involve continuing treatment by (or under the supervision of) a health care provider for prenatal care or a chronic or long-term health condition that is so incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days.

"Health Care Provider" means: (1) doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; (2) podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; (3) nurse practitioners and nurse midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or (4) Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

Leaves for birth or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement. In addition, spouses employed by the same employer are jointly entitled to a combined leave of either 26 or 16 work weeks of family leave dependent upon the employees date of hire for the birth or placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

Eligible employees may take leave intermittently (for example, in blocks of time or by reducing a work schedule) in certain circumstance. If leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently only with the employer's permission. If the leave is because of the employee's serious illness or to care for a seriously ill family member, the employee may take the leave intermittently if it is medically necessary.

Section 3

Notice and Certification — Employees who want to take leave ordinarily must provide the Employer with at least 30 days notice of the need for leave, if the need for leave is foreseeable. If the employee's need is not foreseeable, the employee should give as much notice as is practicable. When leave is needed to care for an immediate family member or for the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment so as not to disrupt the

employer's operations unduly.

In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification of the serious health condition. The employer also may require a second or third opinion (at the Employer's expense), periodic recertification of the serious health condition, and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Employer may deny leave to employees who do not provide proper advance leave notice or medical certification.

Section 4

Benefits During a Leave - Employees taking leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. If applicable, arrangements will be made for employees to pay their share of health insurance premiums while on leave. In some instances, the Employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from leave.

The employee's use of leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use all but five (5) days of any accrued paid vacation, personal, and/or sick days during a leave for the employee's own serious health condition or for a seriously ill family member, or to care for a newborn or newly placed child. The five (5) days of any accrued paid vacation, personal, and/or sick days that an employee is permitted to retain pursuant to this Section may be later utilized only for a family illness or emergency regardless of their prior classification. If any of the five (5) days remain unused at the end of the calendar year, they will be subject to existing rules governing carryover, based on their original classification. An employee shall not earn annual, sick, or personal time, while on a leave without pay.

Section 5

Job Restoration after Leave - The Employer must reinstate an employee returning from leave to the same or equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee on a leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. While an employee is on leave, the duties of the position will be performed by remaining staff or by a substitute employee.

Section 6

If an employee enlists, is drafted, or is called up for active service in any of the armed services, he will be granted leave for the period of time he must serve. This section shall include, but not limited to, the Reserve branches of the military and the National Guard.

Section 7

Employees who go to the National Guard and full time military reserve training, the following apply:

- (a) Employee will be granted fifteen (15) paid days per year for approved/ official Military Leave;
- (b) Employee may, at his option, elect to use accumulated vacation time;
- (c) Employee will be paid for any County paid Holidays that fall during the tour;
- (d) Employee will accumulate vacation and sick leave while on military training leave.

If called to active duty for periods of up to four (4) weeks, the above policy will apply. In excess of four (4) weeks, the employee will be considered to be on a leave of absence without the benefits of items C and D.

Section 8

An extension of leave may be granted at the Employer's discretion.

ARTICLE 21 NO STRIKE OR LOCKOUT

Section 1

The Union, its officers and members agree that for the duration of the Agreement, they shall not authorize, cause, engage, encourage, condone, or sanction any work stoppage, strike, sit down, or slow down against the Employer. No picket line at or around the employer's premises by any other person or organization shall be sanctioned or honored during the terms of this Agreement. During the term of this Agreement, there shall be no picketing of any kind by the Union or its members at the Employer's establishment.

Section 2

In addition, to any other remedies available to the Employer, which shall include inter alia an injunction against a violation of a no strike provision of this article, an employee participating in any of the acts specified in Section I above shall be subject to disciplinary action including discharge by the employer without recourse to the grievance or arbitration procedure contained herein except for the sole purpose of determining the fact of the employee's participation in said activity.

Section 3

In the event that there is any strike, work stoppage or any interference with the operations of the Employer's establishment, the Union shall immediately take the following steps:

- (a) Within the twenty-four (24) hours after the occurrences of any such unauthorized action, the Union, its officers and representatives, shall publicly disavow the same;
- (b) The Union, its officers, or representatives, shall immediately order its members to return to work;
- (c) The Union, its officers and representatives, shall refuse to provide any aid or assistance in any manner whatever to any such action; and
- (d) The Union, its officers and representatives, will in good faith, use every reasonable effort to terminate such action.

Section 4

During the term of this Agreement, the Employer shall not cause or engage in any lockout of its employees.

ARTICLE 22
MALPRACTICE LIABILITY

The Employer shall provide group liability malpractice insurance coverage for its employees for actions committed while in the scope of their assigned duties.

ARTICLE 23
PART-TIME EMPLOYEES

All regularly scheduled employees who do not work a minimum of (1,950) hours per year, shall not be entitled to receive full benefits under the terms of this Agreement. Should a part-time employee change to full-time status, then, in no event shall the employee be entitled to any retroactive application of benefits and seniority for their time as a part-time employee under this agreement.

Regularly scheduled employees who work a period of less than (1,950) hours per year, but more than 520 hours per year, shall be entitled to twelve (12) paid holidays and a \$125.00 per quarter contribution toward health insurance premium.

Holidays will be paid at the number of hours employee is regularly scheduled to work on that day. Entitlement shall be based on the previous year's calendar year accumulation of hours

ARTICLE 24
ON-CALL TIME

Luzerne County Children and Youth Services is mandated by state law to provide Child Protective Services on a twenty-four (24) hour basis. Terms and conditions of the On-call System are as follows:

1. Caseworkers will be paid the following amounts for on-call duty.

2014	\$520.00
2015	\$520.00
2016	\$520.00
2017	\$520.00
2. Travel reimbursement will be paid the current GSA rates, per the Luzerne County travel policy
3. Credit card for long distance calls.
4. Car seats, beepers, dictaphone for on-call staff.
5. On-call staff are required to report to the agency the next working day in order to relay

events of previous night or weekend , to the appropriate units.

6. Scheduling and assignment of workers will be done at the discretion of the Director or his designee. The schedule will be completed far enough in advance to ensure notice to all parties. All scheduling changes will be made through the Director or his/her designee. Training will be provided. Each worker is responsible to assure that their assigned week is covered. Caseworkers may not perform weekly on-call duties more than 3 times in any 13 week period, without management authorization, to a maximum of 21 on-call days during that period.

7. On-call week will commence on Friday's at noon until the following Friday at noon.

8. Staff from other designated units will be available, at the discretion and direction of the on-call supervisor, to assist in providing services needed. The role of the CPS required on-call staff is primary, and other staff will be called upon to assist in making multiple child placements or in assessing multiple family risk as a support to the primary on-call worker.

9. The CPS on-call employee, and those employees designated by the on-call supervisor, will be paid \$50.00 for each face-to-face contact while on-call.

10. Only CPS on-call employees who are required to work on a holiday or when the agency is closed during normal business hours shall be reimbursed an additional \$60.00 per day.

ARTICLE 25 PERSONAL LEAVE DAYS

Section I

The Employer grants to each employee five (5) personal days, subject to the following conditions.

- (a) The employee shall make a request with the Employer at least forty-eight (48) hours before the days are to be taken, if possible.
- (b) 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. Agency-wide seniority will be applied within the supervisory work unit and shall be the determining factor re: conflict resolution in the scheduling of personal time.
- (c) No employee may take his/her five (5) personal days on consecutive days without the approval of the unit supervisor.
- (d) No personal days may be taken within the first three (3) months of employment with the Agency.
- (e) No personal days may be carried over from one calendar year to the next.
- (t) New Hires during the first calendar year of employment will be granted personal days on the following pro-rated basis:

<u>Date of Hire</u>	<u># of Days</u>
January – February	5
March – April	4
May -June	3
July – August	2
September –October	1
November - December	0

ARTICLE 26
WAGES

Section 1 Starting Salaries

See Attachment "A" to final agreement for the 2014-2017 starting salaries.

Section 2 General Pay Increases (GPI)

Effective January 1st, of each year of the Agreement, each current full-time bargaining unit employee will receive the following GPI:

<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
0%	2.5%	2.0%	2.0%

Section 3 Certification Pay Adjustment

- (a)(1) Caseworker 2's that have successfully completed their initial probation period, 120 hours of core training and have been "certified" by the Executive Director will receive a \$1,000 base pay increase within thirty (30) days of "certification".
- (2) If a "certified" Caseworker 2 no longer performs Caseworker 2 duties, the reduction in pay will be equal to the certification pay adjustment they received under the terms of the previous agreement (see below):

Date of Hire	Certification Pay Adjustment
Prior to 1996	\$500
1996	\$600
1997	\$700
1998	\$800
1999	\$900
2000	\$1,000
After 2000	\$1,000

If a "certified" Caseworker 2 requests or accepts a demotion to Social Service Aide 3,

Child Day Care Group Leader, or Child Day Care Group Assistant the employee will

retain \$250 of the certification pay adjustment.

If a "certified" Caseworker 2 is promoted to a Supervisor or Management position, the employee will retain the full certification pay adjustment.

(bX1) Social Service Aide 3's that successfully complete their probation period, 120 hours of core training and have been "certified" by the Executive Director, will receive a \$250 base pay increase within thirty (30) days after "certification" AND completion of their probation period.

(2) Social Service Aide 3's, that are promoted to Caseworker 2, successfully complete their probation period, any additional required core trainings, and are "certified" by the Executive Director, will receive an additional \$750 base pay increase within thirty (30) days after "certification" AND completion of their probation period.

Section 4 Increment for Masters Degree

A one-time \$250 base salary increase will be provided to Casework employees who attain a Masters Degree in Social Work, Psychology, Counseling, or other relevant discipline during the duration of this contract, as determined by the Agency Director.

Section 5 State Reimbursement Maximum

- (a) Whenever an employee's pay increase would increase his/her salary over the state reimbursement maximum (or cap) for that job classification, the employee shall receive an increase no more than \$1,000 beyond the capped amount.
- (b) If in January, the increases in an employee's base hourly rate will cause the employee's annual salary to exceed the state maximum, plus \$1,000.00, the employee will receive the unpaid balance (i.e., the amount of the increase that exceeds the state maximum plus \$1,000.00) as a taxable "bonus" (not added to the employee's base annual salary/hourly rate) in December of the same year. The "bonus" will be prorated if the employee dies, retires, or resigns in good standing prior to December.
- (c) If the state maximum increases in July of the same year, the unpaid balance of the employee's pay increase not previously added to the employee's annual salary/hourly rate will be added to the employee's base annual salary/hourly rate effective July 1. If this occurs, there will be no "bonus" payment.
- (d) Should any funding source prohibit or criticize payments in excess of the state maximum, or threaten to stop or withhold current or future funding based on this practice, all payments in accordance with this Section 6 will cease immediately. The Employer shall provide the Union with notice prior to discontinuing payments pursuant to this subparagraph.

Section 6 Salary increases for employees working less than full time will be pro-rated.

Section 7 Increment for Special Duties/Assignment

- (a) Caseworkers that received a \$1,000 increment in the previous Agreement to perform duties in the following units:(CPS, FPS, ~~IF~~ FC, PC, SIL AND CRR) will continue to receive the \$1,000.
- (b) When the caseworker leaves their position, or no longer performs their assigned duties, the reduction in pay will be \$1,000.

Section 8 Promotions

- (a) A promotion of one to three pay ranges receives a 5% pay increase or the starting salary for the new position, whichever is higher.
- (b) A promotion of four or more pay ranges receives a 10% pay increase or the starting salary for the new position, whichever is higher.
- (c) With the exclusion of 9(a) above, a promotion from Caseworker 2/Social Worker (PR35) to Casework Supervisor/Social Work Supervisor (PR 38) receives a 100% pay increase or the starting salary for the new position, whichever is greater.

Section 9 Demotion/Downward Reallocation

- (a) A demotion, or downward reallocation of one to three pay ranges receives a 5% decrease or a decrease equal to the starting salary for the new position , whichever is less.
- (b) A demotion, or downward reallocation of four or more pay ranges, receives a 10% pay decrease or decrease equal to the starting salary for the new position, whichever is less.
- (c) With the exclusion of 10(a) above, a demotion or downward reallocation from Casework Supervisor/Social Work Supervisor (PR 38) to Caseworker 2/Social Worker (PR 35) receives a 10% pay decrease or a decrease equal to the starting salary for the new position, whichever is less.

**ARTICLE 27
HOLIDAYS**

The following days shall be recognized as paid Holidays:

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

Employees must be at work or on approved leave time the day before and after a holiday to be eligible for holiday pay.

ARTICLE 28
VACATIONS

Section I

Employees shall receive vacation according to the following schedules: Employees hired prior to August 1, 1981, will receive lump sum annual leave deposits on January 1, according to this schedule:

After twenty (20) years Twenty (20) days plus 1 day per year to a total of twenty five (25) days.

Employees hired after August 1, 1981, will receive lump sum annual leave deposits based on anniversary date, according to this schedule:

After six (6) months	Five (5) days
One (1) to two (2) years	Ten (10) days
After three (3) years	Fifteen (15) days
After ten (10) years	Twenty (20) days
After twenty (20) years	Twenty (20) days plus 1 day per year to a total of twenty five (25) days

Section 2

Earned, unused annual leave may be carried over from one calendar year to the next, but the amount carried over may not exceed thirty-five (35), for employees hired before January 1, 2014. Employees hired after January 1, 2014, the maximum amount of vacation carryover is twenty (20) days.

Section 3

The Employee must use a minimum of five (5) vacation days per calendar or anniversary year, depending on the employee's vacation schedule. Agency-wide seniority will be applied within the supervisory work unit and shall be the determining factor re: conflict resolution in the scheduling of vacation time.

ARTICLE 29 SICK LEAVE

Section 1

Sick leave shall be earned at the rate of 16 days per year, with one (1) day to be contributed to the Sick Day Bank. Accumulation is unlimited. All new employees hired after January 1, 2014, shall earn at a rate of ten (10) sick leave day per year.

Section 2

A Doctor's certificate shall be required for an absence from work due to sickness for five (5) or more consecutive days or for reasonable cause if the Employer believes the employee is abusing sick leave.

Section 3

Upon retirement or death, accumulated sick leave, up to sixty (60) days, will be bought back by the Employer at the rate of \$70/day. Unused days not eligible for buy back following retirement or death will be deposited into the Sick Day Bank. Any abuse of the Sick Day Bank, as determined solely by the Employer, will end all deposits of unused days not eligible for buy back into the Sick Day Bank. However, the Employer will be required to meet with the Union prior to ending these deposits.

Section 4

Sick Day Bank

- (a) Guidelines, including annual contributions to the Sick Day Bank, will be established by a subcommittee of the Work Environment Committee.
- (b) Sick Day Bank contributions will not affect an employee's eligibility to participate in the Leave Buy Back Program pursuant to Article 33, Section 2.
- (c) The Employer reserves the right to review requests and approvals to ensure compliance with Agency, County, State, and Federal Laws and Regulations

ARTICLE 30 EDUCATIONAL BENEFITS

Section 1

In order for an employee to be eligible for graduate school tuition reimbursement, core training, probation and twelve (12) months of employment must be completed. Written requests for participation in the program shall be submitted to the director.

Section 2

The course must be work related. This is to be determined only by the Executive Director.

Section 3

Upon successful completion of the approved course, a grade "B" or better in a graded course must be attained. The employee will be reimbursed 100% of tuition costs per credit, to a maximum of twelve (12) credits per fiscal year, should funds be available.

It is understood that if an employee makes application to participate in the educational benefits and is "officially" approved; and subsequently enrolls and completes the coursework; reimbursement is guaranteed in accordance with the conditions set forth in the above Section.

Section 4

The total tuition amount available to employees shall not exceed the total budgeted by the Agency for this purpose in any fiscal year. Agency-wide seniority will be the determining factor in any disputes regarding availability of funds.

ARTICLE 31 OVERTIME

Section 1

Time worked between 37 1/2 and 40 hours per week will be paid at the employee's straight hourly rate of pay OR straight compensatory time, at the employee's option. Time worked in excess of forty (40) hours per week will be handled as compensatory time off at one and one half times the hours worked.

Lunch Hours and/or Break Time are not allowed in the calculation of Compensatory or Overtime (which ever might be in place). Such hours/time will be used in the calculation, however, when an employee is directed/authorized in advance by their Supervisor/Manager to work through the period. Should the work situation compel an employee to make a judgment that they must work through lunch and/or break time, the employee must seek out their Supervisor/Manager for authorization. Should the Supervisor/Manager not be available or fail to respond, the employee must leave a detailed message of the work situation, reasoning and the intention to work through the period. If this protocol is followed, the lunch hour and/or break time will be used in the calculation of Compensatory or Overtime as it may apply.

Section 2

Work performed on Saturday will be handled as compensatory overtime at and one-half (1-1/2), work performed on Sundays and Holidays as double (2) compensatory overtime.

Section 3

Time attending voluntary training, including travel time to and from trainings, are excluded from earned compensatory overtime OR paid overtime. However, mandatory training, including travel time to and from trainings, will be paid overtime at the employee's straight hourly rate of pay OR straight compensatory overtime subject to Section A.

Section 4

All overtime (compensatory or paid) must be approved in advance by the employees immediate Supervisor, Supervisor on-call, Unit Coordinator or Executive Director.

Section 5

Overtime applies only to those employees below the level of supervisor.

Section 6

There shall be no duplication or pyramiding of overtime for the same hours worked under the provision of this Agreement.

Section 7

Any subsequent federal or state legal decisions which may change the implementation of overtime will be applied to this Agreement.

Section 8

It is understood and agreed, that with reference to overtime and/or compensatory time, the employer will comply with the requirements of the Fair Labor Standards Act, and any other Applicable statutory requirements as to the category of employees which are not exempt from those-statutory requirements.

ARTICLE 32 SAFETY AND HEALTH

Section 1

The employer will provide protective services when in the judgment of the employer, such protective service is needed.

Section 2

Employees whose clothing is damaged as a result of client action, shall be reimbursed upon proper documentation of costs on a case-by-case basis. If non-repairable, the item(s) shall be replaced.

Section 3

An employee whose car is damaged through no fault of the employees in a work related incident shall be reimbursed for repairs less any insurance payment received.

The County shall reimburse all fair and reasonable personal costs/expenses associated with the diagnosis and treatment of parasitic infestation and/or dermatitis, etc. i.e. bedbugs, scabies, head lice, ring worm, etc. This reimbursement to include infestation, medication, cleaning, sanitization, extermination and time lost, etc. Employee must present proper documentation for review and approval by the Agency Director in order to receive reimbursement.

Section 4

The Employer and employee will continue to work on the Safety Protocol as developed by the Safety Committee.

Section 5

The following is agency policy regarding agency cell phone usage:

- (a) Agency coordinators will determine the number of cell phones to be provided to units based upon unit needs and supervisory input.
- (b) Cell phones will be used for agency calls only. No personal calls will be made. However, in the case of an emergency, the worker will submit a phone log detailing name, date and time of call and reason for emergency call. If there is any charge to the agency, the worker will reimburse the agency for that cost.
- (c) If a cell phone is lost, or damaged through negligence the assigned worker will be responsible for any costs to replace or repair.

Section 6

The following is policy regarding reimbursement for using your personal cell phone to make agency related phone calls:

The worker is responsible for the cost of their basic plan and any applicable taxes, surcharge and regulatory fees. The worker must exceed the number of free minutes offered in their basic plan to be eligible for reimbursement. The following steps must then be followed.

- (a) Worker must submit a phone log listing all agency related calls along with a copy of their entire phone bill (phone logs are available in the typing room).
- (b) Worker should total and list the number of free minutes used to make agency phone calls.
- (c) Worker will be reimbursed for any overage charge and taxes up to, but not exceeding the number of minutes totaled in B.

Example: If your plan allows for 30 minutes of free calls and you use the entire 30 minutes for agency calls, plus an additional 15 minutes for miscellaneous calls, the agency will reimburse the worker for those 15 minutes plus any tax.

ARTICLE 33
LEAVE BUY BACK

Section 1

In December of 2014,2015, of the Agreement, a leave buy-back program will be available to full-time employees who have successfully completed an initial probationary period with the Employer.

Section 2

The Employer will buy back at the rate of \$110 per day, up to four (4) days of prior accrued personal, sick, vacation, or compensatory leave time as selected by the employee. This section will remain in effect for 2014 and 2015 only.

ARTICLE 34
DISPOSITION OF WORK/SERVICES

It is understood and agreed that if, during the life of this Agreement, the County decides to privatize the work/services performed by the employees covered by this Agreement or otherwise transfers, conveys, subcontracts, sells or disposes of all or any part of the work/services covered by this Agreement (hereinafter collectively known as "disposition"), it shall be under no obligation to make said disposition contingent upon a third party's obligation to assume any or all of the terms of this Agreement or to hire all or any of the County's employees. Without limiting the foregoing, the County agrees to schedule a meeting between the Union and the third party involved in the

disposition not less than 30 days prior to any disposition. The sole purpose of this meeting shall be to provide the Union and the third party an opportunity to meet and to discuss what future relationship, if any, they will enjoy.

ARTICLE 35 TERMINATION

This Agreement shall be effective January 1, 2014, and shall remain in full force and effect up to and including December 31, 2017. It shall automatically be renewed at the benefit levels of 2017, unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employees Relations Act.

ATTACHMENT "A"

LUZERNE COUNTY CHILDREN AND YOUTH SERVICES

PAV RANGE	2014 ANNUAL	2015 ANNUAL	2016 ANNUAL	2017 ANNUAL
22	\$18,316.69	\$18,774.61	\$19,150.10	\$19,533.10
23	\$19,070.84	\$19,547.61	\$19,938.56	\$20,337.33
24	\$19,757.99	\$20,251.94	\$20,656.98	\$21,070.12
25	\$20,488.79	\$21,001.01	\$21,421.03	\$21,849.45
26	\$21,267.30	\$21,798.98	\$22,234.96	\$22,679.66
27	\$22,065.09	\$22,616.72	\$23,069.05	\$23,530.43
28	\$22,907.54	\$23,480.23	\$23,949.83	\$24,428.83
29	\$23,751.00	\$24,344.78	\$24,831.67	\$25,328.30
30	\$24,615.78	\$25,231.17	\$25,735.80	\$26,250.51
31	\$25,546.54	\$26,185.20	\$26,708.91	\$27,243.09
32	\$26,499.62	\$27,162.11	\$27,705.35	\$28,259.46
33	\$27,542.03	\$28,230.58	\$28,795.19	\$29,371.10
34	\$28,584.43	\$29,299.04	\$29,885.02	\$30,482.72
35	\$29,671.50	\$30,413.29	\$31,021.55	\$31,641.98
36	\$30,935.17	\$31,708.55	\$32,342.72	\$32,989.57
37	\$32,264.82	\$33,071.44	\$33,732.87	\$34,407.53
38	\$33,617.82	\$34,458.27	\$35,147.43	\$35,850.38
39	\$35,059.12	\$35,935.60	\$36,654.31	\$37,387.40
40	\$36,567.41	\$37,481.60	\$38,231.23	\$38,995.85
41	\$38,052.35	\$39,003.66	\$39,783.73	\$40,579.41
42	\$39,628.65	\$40,619.37	\$41,431.75	\$42,260.39
43	\$41,379.52	\$42,414.01	\$43,262.29	\$44,127.53
44	\$43,065.44	\$44,142.08	\$45,024.92	\$45,925.42
45	\$44,861.99	\$45,983.54	\$46,903.21	\$47,841.27
46	\$46,768.16	\$47,937.36	\$48,896.11	\$49,874.03
47	\$48,254.12	\$49,460.47	\$50,449.68	\$51,458.68
48	\$50,759.14	\$52,028.12	\$53,068.68	\$54,130.05
49	\$52,909.92	\$54,232.67	\$55,317.32	\$56,423.67
50	\$55,128.71	\$56,506.93	\$57,637.07	\$58,789.81
51	\$57,456.11	\$58,892.51	\$60,070.36	\$61,271.77

LUZERNE COUNTY CHILDREN AND YOUTH SERVICES
JANUARY 1, 2014 — DECEMBER 31, 2017

SIGNATURE PAGE

TEAMSTERS LOCAL 401

--PJ

Patrick D. Connors

Gianna Bellanca

TL

M ck  JD

CHILDREN AND YOUTH

Robert C Lawton

Robert C. Lawton, County Manager

Da dk, of Administrative
Services

Andrew D. Check

Andrew D. Check, Human Resources Director

Max Blaskiewicz

Max Blaskiewicz, Collective Bargaining
Officer

Date: FEBRUARY 25, 2014

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AFSCME, AFL-CIO, DISTRICT COUNCIL 87
COURT APPOINTED - SUPPORT STAFF

AND

LUZERNE COUNTY

January 1, 2015
to
December 31, 2018

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PREAMBLE

This 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 Luzerne County Court of Common Pleas, hereinafter referred to as the Court, is exercising its right to maintain complete autonomy over the hiring, discharge, discipline and supervision of the employees of the Court. The Court is enforcing the constitutional doctrine of separation of powers established in Article V, Section 1 of the Pennsylvania Constitution. The Court has not waived the rights vested in the Judiciary.

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 PERA-R-01-2-E and PERA-R-03-474-E Court Appointed-Support Staff.

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 interchangeable in compliance with the aforesaid policy to male or female.

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 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 County Personnel 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 and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

Section 3. The Employer shall furnish each new employee with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement and authorization for dues deduction.

ARTICLE III - DUES DEDUCTION

Section 1. Upon receipt of a signed written authorization from its employees, the employer shall deduct from the employees wages the Union dues and assessments for the current month, bi-weekly from the pay of each employee, who submits the aforementioned written authorization thereof. 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.

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 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 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, alone or through its affiliate AFSCME 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. The County will provide the Union with all County and Court policies that impact on the terms and conditions of employment. The County will notify the Union with all new changes to their policies.

Section 5. As of January 1, 2014, the past practice of receiving one half (1/2) day compensatory time for making a blood donation will be discontinued. Employees are encouraged to participate in on-site Blood Drives. Employees must request and coordinate time with their respective Supervisor. Requests for reasonable time will be granted.

ARTICLE V - HOURS OF WORK

Section 1. Any hours worked in excess of eight (8) hours in any workday shall be compensated at the overtime rate. In addition, all hours worked in excess of forty (40) hours in a workweek shall be compensated at the overtime rate.

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 his office to change the normal work week, he 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 day calendar-day period.

Section 6. The Employer will endeavor, if it does not interfere with the efficiency of the Court, to allow an employee whose shift has changed from a pre-established work schedule to 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.

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 Day |
| 6. Independent 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 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 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 permanent 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, 2010, Employees with twenty years of service shall be entitled to receive 25 vacation days per year. Thereafter, Employees shall earn one-half day additional per year of service to a maximum of five years or 27.5 days of vacation. Full-time Employees shall earn vacation leave according to the following schedule:

SERVICE ANNUAL LEAVE ENTITLEMENT PER YEAR

- 0 to 6 months - 0 Days
- 6 months to 1 Year - 5 Days
- 1 Year to 4 Years - 10 Days plus 1/2 day for every year of service
- 5 Years to 9 Years - 15 Days

10 Years to 14 Years - 20 Days

15 Years to 19 Years - 25 Days

20 Years and over - 25 Days plus 1/2 day for every year of service (max-27 1/2 days)

All Vacation Days will be awarded as of and effective January 1st of each year.

Section 2. Vacation pay shall be at the Employee's regular straight time pay in effect for the Employee's regular job on the payday 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 management'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 preference in his/her choice of vacation periods in the event of conflict in selection. However, if due to the dictates of the Employer, seniority cannot be used in the selection of vacation, an Employee with greater seniority may be denied vacation for a less senior Employee.

Section 4. If a holiday occurs during the week in which an Employee takes a vacation, 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, including death, prior to taking his/her vacations shall be compensated at the employee's current rate of pay, in a lump sum for the unused vacation he/she accumulated up to the time of separation, as long as the time accrued is documented.

Section 6. Employees may carry over up to a maximum of twenty-five (25) vacation days to the next calendar year. In addition, employees who have accumulated and not used vacation at the end of any calendar year may sell back to the employer all days over fifteen (15) (to a maximum of ten (10) days) at the rate of pay in effect for December 31st of that year. In order to qualify to sell back vacation time, the employee must have made a written request to the Court for the vacation days and the Court must have denied the request. In addition, they must use five (5) consecutive vacation days or one-half (1/2) of their allotted vacation time and must give notification to the employer no later than December 15th of that year.

Section 6a. Employees who choose NOT to sell back vacation time will not be required to take five (5) consecutive vacation days or one-half (1/2) of their allotted vacation time.

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. Vacation time shall be accumulated in one (1) hour increments. Employees may use vacation time in 1/2 hour increments provided a minimum of one hour is used. (i.e. the employee may take 1 hr, 1 1/2 hrs, 2 hrs, 2 1/2 hrs, 3 hrs, 3 1/2 hrs,....etc)

ARTICLE VIII - SICK LEAVE

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

(B) Sick days shall be granted effective immediately upon hire and on the first day of each month thereafter.

(C) Employees hired after January 1, 2002 will be entitled to twelve (12) sick days per year, calculated as one (1) per month.

(D) Employees hired after January 1, 2016 will be entitled to ten (10) sick days per year, calculated as .833333 days per month.

Section 2. A doctor's certificate may be required for an absence from work due to sickness at the Court's discretion pursuant to the Court's policy.

Section 3. Where sickness in the immediate family requires the employee's absence from work, employees may use not more than ten (10) days of such 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 Courts may require proof of such family sickness in accordance with the Court's policy.

Section 4. Accumulated sick leave will be bought back by the employer upon retirement, death, or layoff, if the employee is not recalled after the 18 month call back period, at the rate of \$35.00 per day for each day accumulated to a maximum of 60 days.

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

(B) This Sick Day Bank serves 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 all accrued time is used. An employee making application to the Sick Day Bank must first have requested and received approval from the Court for leave for an FMLA qualifying serious health condition.

(C) The Executive Board of AFSCME Local 1398 and the County Director of Human Resources and his/her designee will serve as Administrators of the Plan. For purposes of considering requests for Sick Bank days by or on behalf of an employee covered by

this Agreement, the County shall offer the Court of Common Pleas the option of appointing one (1) of the two (2) Management representatives. The Administrators will formulate the 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, in January of each year, of the number of days of sick leave accredited to said employee as of the close of business of the previous year.

Section 7. Employees must use a minimum of two (2) hours sick leave at any time and will request sick leave for an appointment or procedure at least forty-eight (48) hours in advance whenever possible.

ARTICLE IX - BEREAVEMENT LEAVE

Section 1. All full time employees shall be entitled to four (4) days leave with pay for traditional mourning of a death in the employees immediate family which shall be defined as spouse, child, mother, father or anyone who has virtually held the position of parent, child or life partner.

Section 2. All full time employees shall be entitled to three (3) days of leave with pay where there is a death in the employee's family which shall be defined as brother, sister, grandfather, grandmother, grandchild, or in-laws, (mother, father, brother, sister).

Section 3. All full-time employees shall be entitled to one (1) day of bereavement leave to attend the funeral of another relative who is defined as uncle, aunt, nephew, niece, or first cousin.

Section 4. If the employee is notified of the occurrence of the death of an individual referenced in Sections 1 or 2 above, while at work, he/she shall be excused from further work on that day without loss of pay, and the time off provided for above shall begin with the following day.

Section 5. Employees will be permitted to use vacation leave or personal leave to supplement bereavement leave to allow for a paid leave of up to five (5) days.

Section 6. For purposes of this article, the terms "child" and "parent" shall be interpreted to include, for leave purposes, stepchild and stepparent or anyone who has virtually held the position of parent or child or life partner.

ARTICLE X - JURY DUTY

Section 1. Employees called for jury duty shall be granted leave with pay. Jury pay to be refunded to the County.

ARTICLE XI - MILITARY DUTY

The employer will abide by all federal and state laws, rules and regulations concerning all permanent employees of the county who are members of the National Guard and/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 15 working days per calendar year.

ARTICLE XII - FAMILY MEDICAL LEAVE ACT

The County and the Union will comply with 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 four 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.

ARTICLE XIV - OVERTIME

Section 1. One and one-half (1 1/2) 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 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:

- (A) Hours worked, Personal Days, Vacation Time, Comp Time, Sick Time, Holiday Leave, Jury duty, Military Leave, Bereavement Leave, and Union Business Leave and any mandatory related training, meeting, course, or class scheduled and approved by the employer.

Section 3. (A) The hours worked between 7 and the 8th hour will be paid at a straight time rate for those employees who are scheduled to work a 7 hour work day.

Section 4. All the before mentioned sections shall conform with all existing State and Federal regulations and laws.

ARTICLE XV - PERSONAL LEAVE DAYS

Section 1. The employer grants to each employee five (5) personal days each year subject to the following conditions.

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

Section 2. Any employee separated from the services of the employer for any reason, other than discharge for cause, including 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. Unused Personal Leave cannot be carried over to the New Year.

(A) Employees hired after 01/01/2010 will receive days as follows based upon their hire date.

January –February.....	5 Days
March – April.....	4 Days
May – June.....	3 Days
July – August.....	2 Days
September-November.....	1 Day

ARTICLE XVI - LEAVE OF ABSENCE

Section 1. Upon written request from an employee, the Employer, at its discretion, may grant a leave of absence in accordance with the Court's policies.

Section 2. Any leave of absence granted to an employee shall be under the terms and conditions specified by the Employer.

Section 3. During a leave of absence without pay, an employee shall not accumulate seniority.

Section 4. Subject to the sole discretion of the Employer, duly elected or appointed delegates of the Union shall be granted a paid leave of absence to attend Union business. This leave shall be limited to no more than four (4) employees at one time. Such leave shall not exceed ten (10) days per employee per calendar year.

ARTICLE XVII - DISCRIMINATION

Section 1. Both the employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, AIDS or HIV status, or sexual orientation.

ARTICLE XVIII - 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 personnel officer or his 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 personnel officer 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. The approval of Union members to work on Union business is subject to the sole discretion of the employer.

Section 3. Union Representatives shall be permitted a reasonable amount of time during working hours to negotiate with authorized representatives of the court for successor labor agreements provided: (a) they obtain the permission of their supervisor in advance; (b) the Court will only permit representatives to be excused from their court responsibilities if it does not interfere with the Court's ability to run the Courts at that time; and (c) this provision shall only apply to time spent with the Court representatives and shall only apply to time spent during their regular work schedule (the Union's preparation and hours spent outside regular work hours shall not be compensated by the Court). In no instance will the time permitted under this section be allowed to result in an overtime situation for employees resulting in overtime pay, unless the overtime work is pre-approved by the Employer.

ARTICLE XIX - TRAVEL EXPENSES

Travel expenses will be paid in accordance with the Luzerne County Personnel Policy.

ARTICLE XX - HEALTH & WELFARE

Section 1. Effective January 1, 2015, the Employer shall provide each eligible full-time employee with a healthcare insurance plan which is the New revised Health Care Plan (New Blue Care HMO Plan).

Section 2. The employer shall provide dependency coverage when the dependent(s) of the employee qualify under such a plan. In the event that both the husband and wife are employees of the county, only one employee shall be eligible for the health plan including dependent coverage.

Section 3. (A) For 2015, employees hired after March 1, 2006 will continue to contribute 10% of the premium cost for the employee and his/her eligible dependents at the 10% rates these employees were paying in 2014 for the elected coverage, and employees hired before March 1, 2006 will continue to contribute the following amounts on a monthly basis toward the premium cost for health insurance: \$30 per month for single coverage; \$75 per month for all other coverages (family, husband/wife, parent/child, parent/children, etc.).

(B) Effective January 1, 2016, all employees hired before January 1, 2016 will pay 10% of the total 2016 premium cost in effect for the coverage they elect. In 2017 and 2108, all employees hired before January 1, 2016 will pay 10% of the premium costs for 2017 and 2018, respectively, for the coverage they elect.

(C) Effective January 1, 2016, all employees hired on or after January 1, 2016 will pay 15% of the total premium cost in effect for the coverage they elect. In 2017 and 2018, all employees hired on or after January 1, 2016 will pay 15% of the premium costs for 2017 and 2018, respectively, for the coverage they elect.

(D) Changes to deductibles, co-pays and out-of-pocket costs for employees and their dependents shall be effective on the date of the Interest Arbitration Award; however, the new deductible(s) will apply in full for the calendar year and will not be prorated.

Section 4. An employee who opts out of the County health plan shall be paid a \$1,500 bonus. In order to qualify for this bonus, an employee must:

(A) Demonstrate evidence of comprehensive insurance coverage from another employer sponsored plan other than the County Plan.

(B) Maintain full time employment from January 1 through December 5 of each year.

(C) The bonus payment will be pro-rated for employees working less than twelve (12) months in a calendar year.

(D) An employee hired on or after January 1, 2016 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 opt out bonus. An employee hired before January 1, 2016 who is currently participating in the opt out bonus and is currently covered under the County Health Care Plan as a spouse will be "grandfathered." Such grandfathered employees shall continue to be eligible to participate provided all other obligations are met.

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

Section 5. The Employer will provide for the Employees only, a vision/eyeglass plan.

Section 6. The Employer will provide employees with an opportunity to participate in a dental insurance plan, with the entire cost of the program to be borne by the eligible employees.

Section 7. The Employer may offer an equivalent plan as a substitute for each or all of these plans.

ARTICLE XXI - SALARY & WAGES

Section 1.

- (A) In 2015, base salaries shall remain the same as for 2014.
- (B) Effective January 1, 2016, base salaries shall be increased across the board by 2.5%.
- (C) Effective January 1, 2017, base salaries shall be increased across the board by 2%.
- (D) Effective January 1, 2018, base salaries shall be increased across the board by 2%.

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

Effective January 1, 2015, employees hired on or before January 1, 2002 who are currently receiving a longevity bonus will receive such bonus according to the following calculation:

$$\text{(years of service x .0021 x current pay) x .60.}$$

Effective January 1, 2016, employees hired on or before January 1, 2002 will receive a longevity bonus according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
10-14	\$200
15-19	\$400
20-24	\$700
25-29	\$900
30 or more	\$1,100

Employees hired after January 1, 2002 will not be entitled to the above-mentioned longevity payments.

Section 3. Longevity payments will be effective as of the anniversary of the 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 County employment after the anniversary date but before the longevity payment due date, the employee still gets the longevity payment with his/her final paycheck.

Section 4. For the term of this agreement beginning January 1, 2015, the starting salary for bargaining unit members will be as follows:

GRADE	STARTING SALARY
I	\$23,115
II	\$24,202
III	\$25,270
IV	\$26,346
V	\$28,793

ARTICLE XXII - GRIEVANCE & ARBITRATION

The grievance and arbitration language will be honored except in those circumstances in which the Luzerne County Court is exercising its right to maintain complete autonomy over the hiring, discharge, discipline and supervision of the employees of the Court. The Court is enforcing the constitutional doctrine of separation of powers established in Article V, Section 1 of the Pennsylvania Constitution. The Court has not waived the rights vested in the judiciary.

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 employee'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 fact 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 five (5) 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 employer within five (5) working days of the date the supervisor's answer is due. Said designated employer shall respond in writing within five (5) working days.

Step Three: If the grievance remains unadjusted in Step Two, an appeal may be made by the employee or the Union Representative to the employer, or their designated representative within ten (10) working days of the date the employer's answer is due. The employer or their designated representative, shall respond in writing within ten (10) working days.

Step Four: Arbitration (a) An appeal to arbitration from an unfavorable decision except those decisions arising out of the Court's independent right to select, discharge, or supervise its employees, where the employer retains final authority, may be initiated by the Union, Council 87, within 10 working days of the Step III answer or the date the answer is due.

The Union shall notify the Employer or their designated representative 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 seven (7) 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 seven (7) 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 affect the employer's independent right to select, discharge or supervise its employees or would require the enactment of legislation.

An aggrieved employee and Union Representative, if employees of the employer, shall be granted reasonable time during working hours, if such does not interfere with the operations of the Court, to process grievances, if required, in accordance with this Article without the loss of pay or leave time.

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.

Section 3. An employee shall be permitted to have a representative of 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.

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

Section 4. Discipline. It is recognized that the law provides that the Court must retain the authority to discipline employees under the principles of due process and fairness. Nothing in this agreement diminishes that authority exercised in accordance with the principles of law and applicable regulations. Any employee who feels that his or her rights have been violated by the discipline imposed by the employer may file a grievance which shall be processed up to and including Step III above. If the grievance has not been satisfactorily resolved, the employee may file an action in the Court of appropriate jurisdiction based on their rights under any applicable law or regulation which the discipline has violated.

Section 5. If a record is made of any action taken by the employer against an employee under this Article and placed in the file of the employee, a copy of said record shall be given to said employee.

ARTICLE XXIII - LIFE INSURANCE

Section 1. 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.

ARTICLE XXIV – SENIORITY

The Luzerne County Court is exercising its right to maintain complete autonomy over the hiring, discharge, discipline and supervision of the employees of the Court. The Court is enforcing the constitutional doctrine of separation of powers established in Article V, Section 1 of the Pennsylvania Constitution. The Court has not waived the rights vested in the judiciary.

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

Section 2. 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 the request of the President of the Local, an updated seniority list shall be made available.

Section 3. Break in continuous service. An employee's continuous service record shall be broken by involuntary resignation, discharge or retirement.

Section 4. The employer agrees to post all permanent job vacancies in a designated area by department.

Section 5. (A) No full time employee's salary will be lowered or negatively affected because of an upward or lateral move in title or grade as long as the move is to another position covered by this Agreement.

(B) When an employee moves up in grade (e.g. Clerk I to Clerk II) (s)he shall receive the difference between his/her present grade and the new grade, up to a \$1,500 maximum, as a salary increase in base pay as long as the move is to another position covered by this Agreement. This paragraph pertains only to promotions, not re-classifications.

ARTICLE XXV - UNIFORM ALLOWANCE

Where uniforms are required, the employer will provide a uniform allowance in accordance with the county's policy.

ARTICLE XXVI - 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 XXVII - CLASSIFICATION

Section 1. Management has the sole discretion to add to, modify or eliminate positions. In the event that Management 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 Court Administrator shall accept or reject the recommendations of the Classification Committee within sixty (60) days of their submission to the Court Administrator. This decision will be final unless grieved by the Union within five (5) working days of the Court Administrator's decision. The only matter which can be grieved is the pay grade.

Section 3. The Classification Committee shall be comprised of equal representatives of the Employer (County) as designated by the Court Administrator, 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 XXVIII - 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 not authorized by the Union, the Union within 24 hours following the request of the employer 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 XXIX - MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the employer, at 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 Agreement.

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, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

The Luzerne County Court is exercising its right to maintain complete autonomy over the hiring, discharge, discipline and supervision of the employees of the Court. The Court is enforcing the constitutional doctrine of separation of powers established in Article V, Section 1 of the Pennsylvania Constitution. The Court has not waived the rights vested in the judiciary.

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.

ARTICLE XXX - TERMINATION

This Agreement shall be effective January 1, 2015, and shall remain in full force and effect up to and including December 31, 2018. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing.

AFSCME, AFL-CIO, DISTRICT COUNCIL 87

LUZERNE COUNTY

Council Representative

David Pedri, Interim County Manager

David Parsnik, Director of
Administrative Services

Date: _____

APPENDIX "A"
GUIDELINES ----- SICK DAY BANK

Section 1. 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 Director of Human Resources and his/her designee will serve as Administrators of the Plan.

Section 1 B. The Board of Administrators will consist of three (3) Union Representatives and two (2) Management Representatives. For purposes of considering requests for sick bank days on or on behalf of an employee in the Court Appointed Support Staff bargaining unit, the County shall offer the Court of Common Pleas the option of appointing one (1) of the two (2) Management Representatives.

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 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 - Term - 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) sick 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 other entitled leave granted by the appropriate Supervisor, i.e., Administrative Days.

Section VII - Plan Request. – The 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 to 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 EMPLOYEE HAS BEEN APPROVED BY THE EMPLOYER FOR AN FMLA QUALIFYING SERIOUS HEALTH CONDITION.

Section VIII - Time Granted. The number of sick days granted by the Board of Administrators to any employee for an approved illness/disability shall be no more than leave time granted by the Court, up to a maximum of one hundred twenty (120) days. All sick bank time granted by the Board shall be subject to a thirty (30) day incremental review by the Board to determine continuation or termination of sick bank eligibility. All Plan decisions will be made on a case by case basis, with consideration being given, but not limited to: (1) length of seriousness of illness/disability and (2) work history of the employee.

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

It is recognized that the total maximum time granted to an employee under the Sick Bank Provisions may exceed the maximum time granted and allowable under FMLA. The County agrees to make any such payments provided that the employee continues to meet the medical criteria established under FMLA law and its 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 sick bank time shall return unused days to the Bank.

Any person who receives any type of insurance compensation for lost days and who utilized the sick bank shall reimburse the Bank for those days which were compensated by the insurance carrier.

Section X - CONFIDENTIALITY - All participants on this Board will agree to participate in HIPAA training and sign confidentiality statements.

Section XI – Records - The Board of Administrators will maintain records.

Section XII – Amendments. Section I through XII are amendable upon a 3/4 vote of the Board of Administrators.

APPENDIX "B"

Job Classification Titles

Grade I

Clerk I
Clerk Typist I
Receptionist

Grade II

Clerk II
Clerk Typist II
District Judges Administrative Assistants

Grade III

Administrative Aide
Cashier
Hearing Stenographer
Intake Specialist
Location Specialist
Recording Clerk

Grade IV

Fiscal Technician
Intake Supervisor

Grade V

**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, 2015 UNTIL DECEMBER 31, 2017

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PREAMBLE

This 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.

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 interchangeable in compliance with the aforesaid policy to male or female.

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 County Personnel 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 as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

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

ARTICLE III - PAYROLL DEDUCTIONS

Section 1. Upon receipt of a signed written authorization from its employees, the employer shall deduct from the employees wages the Union dues and assessments for the current month, bi-weekly from the pay of each employee, who submits the aforementioned written authorization thereof. 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.

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, 2014.

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 his office to change the normal work week, he 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, 2014, 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 management'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 30 days (thirty 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, including 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. For purposes of this termination vacation benefit section only, any such payment will be prorated and calculated on the basis of anniversary date, and not the lump sum basis as provided to employees continuing in their employment.

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 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 County 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 shall be entitled to four (4) days leave with pay when there is 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 shall be entitled to three (3) days of leave with pay when there is a death in the employee's family which shall be defined as brother, sister, grandmother, grandfather, grandchild or in-laws (mother, father, sister, brother).

Section 3. All full time employees shall be entitled to one (1) day leave with pay for deaths and burials of uncle, aunt, nephew, or niece of the employee only. (Not spouse's)

Section 4. The bereavement leave period must be continuous.

ARTICLE X - JURY DUTY

Section 1. Employees called for Jury Duty shall be granted leave with pay. An employee who is called for jury duty must turn over to the County 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 of the county 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 15 working days per calendar year.

ARTICLE XII - MATERNITY AND PATERNITY LEAVE

The County 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 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 32 ½ or 32.5 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. The employer grants to each employee five (5) personal days each 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) Effective as of the date of this Award, 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) Effective January 1, 2014, there will be no carryover of unused personal leave days into the next year. Any employee with accumulated unused personal leave days as of January 1, 2013 and whose Department presently allows for carryover of such days, will be allowed to use those accumulated unused personal leave days prior to January 1, 2015, in addition to their normal allotment of personal leave days for the year in question, and otherwise in accordance with this Agreement.

Section 2. Any employee separated from the services of the employer for any reason, other than discharge for cause, including 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.

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.

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. 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 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 could 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 file of the employee, 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 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, 2015, the employer shall provide each eligible full time employee with a healthcare insurance plan which is the New Revised Health Care Plan (New Blue Care HMO Plan).

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

(C) Employees hired after May 1, 2013 shall be responsible to contribute toward the premium cost for the level of health care coverage they select as follows:

1. For the period January 1, 2015 to December 31, 2015, employees shall contribute the difference between the amount already contributed, and an amount equal to 15% of the 2015 premium cost, to a maximum of \$400.

There shall be no retroactive implementation of increases to deductibles or other out-of-pocket costs for employees and their dependents during 2015.

2. Effective January 1, 2016, employees shall contribute 15% of the premium cost in effect for 2016. Effective January 1, 2017, employees shall contribute 15% of the premium cost in effect for 2017.

(D) Employees hired prior to May 1, 2013 shall be responsible to contribute toward the premium cost for the level of health care coverage they select as follows:

1. For the period January 1, 2015 to December 31, 2015, employees shall contribute the difference between the amount already contributed, and an amount equal to 12% of the 2015 premium cost, to a maximum of \$400. There shall be no retroactive implementation of increases to deductibles or other out-of-pocket costs for employees and their dependents during 2015.
2. Effective January 1, 2016, employees shall contribute 12% of the premium cost in effect for 2016. Effective January 1, 2017, employees shall contribute 12% of the premium cost in effect for 2017.

Changes to deductibles, co-pays and other out-of-pocket costs for employees and their dependents shall be effective on the date of the Interest Arbitration Award; however, the new deductible(s) will apply in full for the calendar year and will not be prorated.

(E) An employee who opts out of the health plan shall be paid a \$1500.00 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.

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 F 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 & 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

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

<u>Year</u>
2015- \$400 increase to base salary
2016- \$650 increase to base salary
2017- \$825 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 County 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, 2016 and every January 1 of each subsequent year of this contract, all entry level salaries shall increase by \$500. The starting salary for 2015 is increased by \$400. Therefore, anyone who began employment with the County in 2015 will have his/her salary increased by \$400 to reflect the 2015 starting salary. These employees do not also get the \$400 general wage increase for 2015.

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. Said designated employer shall respond in writing within ten (10) working days.

Step Three: If the grievance remains unadjusted in 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 their 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.

ARTICLE XXIV - LIFE INSURANCE

Section 1. Upon completion of the 90 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 120 (one hundred twenty) 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 lay off. 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 an employee voluntarily transfers (by Bid) or accepts employment (by Application) with another office or department of the Employer (County); said employee will carry all his/her rights, benefits into the new office/department with the following exceptions:

- (1) 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.
- (2) The employee will be entitled to start at either the starting salary for the new position he has taken or retain his current salary whichever is greater.

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 \$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. Management 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. Management has the sole discretion to add to, modify or eliminate positions. In the event that Management 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 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 (County) 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 County 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 not authorized by the Union, the Union within 24 hours following the request of the employer 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, at 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 at the County level 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 monthly, 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, 2015, and shall remain in full force and effect up to and including December 31, 2017. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing.

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

PAY GRADE 1	2015	2016	2017
Clerk 1	22,400	22,900	23,400
Clerk Typist 1	22,400	22,900	23,400
Data Entry Clerk 1	22,400	22,900	23,400
Receptionist/clerk	22,400	22,900	23,400
Victims' Witness Cordntr.	22,400	22,900	23,400
PAY GRADE 2			
ARD Coordinator	23,400	23,900	24,400
Clerk II	23,400	23,900	24,400
Clerk Steno I	23,400	23,900	24,400
Clerk Typist II	23,400	23,900	24,400
Data Entry Clerk II	23,400	23,900	24,400
Trial Assistant	23,400	23,900	24,400
Witness Clerk	23,400	23,900	24,400
PAY GRADE 3			
Bookkeeper	24,400	24,900	25,400
Cashier	24,400	24,900	25,400
Clerk III	24,400	24,900	25,400
Clerk Steno II	24,400	24,900	25,400
Clerk Typist III	24,400	24,900	25,400
Internal Investigator	24,400	24,900	25,400
Microfilm Tech	24,400	24,900	25,400
Paralegal	24,400	24,900	25,400
PAY GRADE 4			
Investigator	25,400	25,900	26,400
Senior Trial Assistant	25,400	25,900	26,400
PAY GRADE 5			
Deputy Sheriff	26,400	26,900	27,400
PAY GRADE 6			
Administrative Assistant	27,400	27,900	28,400
Deputy Sheriff Corporal	27,400	27,900	28,400
PAY GRADE 7			
Deputy Sheriff Sergeant	28,400	28,900	29,400

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.

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.

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.

COLLECTIVE BARGAINING CONTRACT BETWEEN LUZERNE COUNTY AND
LUZERNE COUNTY COURT RELATED UNIT, AFSCME, AFL-CIO, DISTRICT 87,
DATED JANUARY 1, 2015 THROUGH DECEMBER 31, 2017:

FOR THE UNION:

FOR THE COUNTY:

DATE: _____