

COLLECTIVE
BARGAINING
AGREEMENT

Between

COUNTY OF BEAVER

and

Beaver County Court Appointed Professional Employees Association

For The Period

January 1, 2012

To

December 31, 2015

**CD Probation Office
Version 3**

September 12, 2013

Reviewed Feb 7/14

Revised March 6, 2014 (Last)

Printed May 12, 2014

BEAVER COUNTY
TABLE OF CONTENTS

		Page
Article I	- Recognition	1
Article II	- Management Rights	2
Article III	- Union Rights	2
Article IV	- Union Security	3
Article V	- Scheduling and Overtime.....	4
Article VI	- Seniority	5
Article VII	- Grievance Procedure	6
Article VIII	- Miscellaneous Provisions.....	7
Article IX	- Disciplinary Action	9
Article X	- Evaluation and Personnel Folders.....	9
Article XI	- Compensation	10
Article XII	- Expenses	12
Article XIII	- Holidays	12
Article XIV	- Vacations.....	13
Article XV	- Jury Duty.....	14
Article XVI	- Bereavement Leave.....	15
Article XVII	- Severance Notice Guarantee	15
Article XVIII	- Paid Time Off and Physical Examinations	16
Article XIX	- Insurance.....	17
Article XX	- Leaves of Absence	19
Article XXI	- Non-Discrimination	20
Article XXII	- Education Committee.....	21
Article XXIII	- Agreement on New Job Description and Classification Program.....	21
Article XXIV	- Separability and Savings Clause.....	22
Article XXV	- Terms of Agreement	23
ATTACHMENT 1	Job Classifications	25
ATTACHMENT 2	Workplace Harassment Policy.....	26
ATTACHMENT 3	Beaver County Absence Control Program.....	28
ATTACHMENT 4	FMLA Policy	30
ATTACHMENT 5	Transitional Duty Program	36
APPENDIX A	PAY SCALES	38
APPENDIX B	Hospital Program	39

ARTICLE I
RECOGNITION

1.1 Recognition

The Commissioners of Beaver County, managerial representatives of the County, for purposes of collective bargaining, hereinafter “County”, recognizes the Beaver County Court Appointed Professional Employees Association hereinafter “Union”, as the sole and exclusive bargaining representative for Professional employees in the Court of Common Pleas of Beaver County, hereinafter “Employees.” PERA-A-12-313-W. The County enters into this Agreement pursuant to the authority granted by the Public Employee Relations Act, commonly known as Act 195, Act of July 23, 1970, P.L. 563, No. 195 43 P.S. Section 1101-101 et seq., and pursuant to the authority granted to the County by the County Code, specifically 16 P.S. Section 1620. NOTHING IN THIS AGREEMENT SHALL, IN ANY WAY, AFFECT THE HIRING, DISCHARGING, AND SUPERVISORY RIGHTS AND OBLIGATIONS OF THE COURT OF COMMON PLEAS OF BEAVER COUNTY, AND TO THE EXTENT THAT ANY PROVISION OF THIS AGREEMENT MAY CONFLICT WITH SUCH RIGHTS, SUCH SHALL BE RESOLVED PURSUANT TO ARTICLE 28 OF THIS AGREEMENT.

Employees classified as Case Aides, formerly covered under the provisions of the Court Appointed Non-Professional Bargaining Agreement, shall be included in this unit and covered under the terms of this Agreement.

1.2 Union Recognition Limitation

The recognition of the Union, as the sole and exclusive bargaining representative, does not extend to the following classes of nonprofessional employees within the following grantor-grantee relationship.

- (a) Persons hired for a definite period of time, of less than twelve (12) consecutive calendar months, with no reasonable expectation of extended employment beyond the initial hiring period;
- (b) Person hired for a definite project, with a known termination date within twelve (12) months from the date of hiring.

1.3 Union Recognition Exclusions

The recognition of the Union as the sole and exclusive bargaining representative specifically excluding the following classes of professional and nonprofessional employees:

- (a) Supervisors, managerial and confidential employees and guards.
- (b) Temporary, seasonal, or irregular employees.

1.4 Definitions

- (a) Full-time Employee – In those departments where the normal work day is seven and one-half (7.5) hours, exclusive of lunch time, a person who is on a regular basis scheduled for Thirty-one (31) hours or more in a work week, provided that the employee had successfully completed the probationary period prescribed in this Agreement and that it is his primary place of employment.
- (b) Part-time Employee – In those departments where the regular work day is seven and one-half (7.5) hours per day, exclusive of lunch time, a person who is on a regular basis, on duty more than Thirty-one (31) hours in a work week, or this is his secondary source of employment.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Management Rights Defined

The employer shall exercise its management rights, without restriction, except for those specific restrictions imposed by this Agreement. Management rights shall be defined as being matters of inherent managerial policy which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of services, and its overall budget, utilization of technology, the organizational structure and direction of personnel.

ARTICLE III

UNION RIGHTS

3.1 Contract Distribution

The County agrees to distribute copies of the contract, to all new employees, and inform them of the Union's designation as the exclusive bargaining agent for wages, benefits, hours and other terms and conditions of employment.

3.2 Union Employee Access

The County agrees to permit the Union to have access to the members of the bargaining unit when the Union official indicates his presence to the Employee Relations department and the Union access does not result in an interruption of work. The Union will be permitted to utilize space on three (3) bulletin boards in the Court House.

3.3 Union Use of Facilities

The Union shall be permitted the use of courtroom facilities, for Union meetings, by request to the Court Administrator. The Administrator shall receive the request, in writing, at least five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

3.4 Union Information

The County will supply non-confidential information to the Union for the purposes of allowing it to bargaining collectively and handle grievances and arbitration matters.

3.5 Employee Stewards

A steward shall be permitted to investigate, present and process grievances, on or off the property of the Employer, without loss of time or pay, provided the permission of the Department Head and the Director of Human Resources is first received. This permission shall not be withheld provided the steward submits legitimate reasons for the necessity of such action.

ARTICLE IV

UNION SECURITY

4.1 Employee Union Membership

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in the Union in good standing for the duration of the Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice to the County by the Union to such effect, obligate the Employer to discharge such person.

4.2 Employee Union Removal

Employees who are, or who may become members of the Union, may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

4.3 Dues Deduction

The County agrees to deduct monthly union dues, and/or uniform assessments of the local Union from the first pay each month of any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made. An employee shall have the right to revoke such authorization by giving written notice to the County and Union during the period of fifteen (15) days prior to the expiration of this Agreement.

4.4 Fair Share

Fair share shall be paid by any unit employee who does not join the Union. Administration of this section shall be in conformance with Pennsylvania law.

4.5 Hold Harmless

The Union shall defend and hold the County and its representatives harmless from any and all claims, or litigation of any kind, arising out of any action or inaction by the county, or any County representative, to comply with the provisions of this Article.

ARTICLE V

SCHEDULING AND OVERTIME

5.1 Employee Work Day

The regular work day shall consist of seven and one-half (7.5) consecutive hours beginning on or after 7:00 a.m.

5.2 Call Out

Any employee who is called to work, or who is called back to work after completing his regular days work, shall be guaranteed three (3) hours of pay at the appropriate rate.

5.3 No Overtime Refusal

No employee shall be justified or warranted, without valid reason, to refuse overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of any emergency that reasonably necessitated the doing of such overtime work.

The County shall supply to the Union on a routine basis the overtime hours worked by employees covered by this Agreement. The County shall endeavor to distribute the overtime as equitably as possible, taking into consideration the circumstances of the case.

The County will develop appropriate forms for submission to the payroll department on which employees may report overtime hours.

For purposes of this Article, holidays and vacation days shall be treated as time worked. Sick days and bereavement days do not count as time worked for the purposes of overtime.

5.4 Coffee Break

Each employee is entitled to a fifteen (15) minute break during each one-half (½) work shift.

ARTICLE VI

SENIORITY

6.1 Seniority Defined

Seniority is defined herein as the date that the employee starts work in any department. This is known as departmental seniority and will be utilized for all departmental purposes including bidding, bumping, picking vacations, and work schedules within the department.

There is also “unit seniority” which is seniority defined as the date the employee commences employment with the bargaining unit. Seniority shall be accumulated during absences due to illness, layoff or leave of absence as long as such seniority/continuous service is not terminated in accordance with other provisions of this Agreement.

6.2 Reductions in Force

In the event of a reduction in force, the most junior person shall be reduced.

6.3 Recall

- (a) In the event the County recalls employee in the department, employees displaced and/or on layoff from said department shall be rehired in reverse order in which they were laid off.

6.4 Seniority Broken

Seniority shall be broken for any of the following reasons:

- (1) An employee quits or resigns or retires;
- (2) An employee is discharged for cause;
- (3) An employee is laid off for a period in excess of twenty-four (24) consecutive months or a period equal to the amount of active employment, whichever is lesser. If an employee cannot return to work after an absence of twenty-four (24) months, all service and seniority terminate. Applicable for all absences on or after ratification of this Agreement.
- (4) An employee is off for any reason (non-layoff), and cannot return to work after an absence of twenty-four (24) months. Positions vacant because of 6.4(4) will be posted for bid after six (6) months; should the incumbent employee return to work within twenty-four (24) months, then all employees will move back to their original positions or be laid off.

6.5 Vacation Calculation

For purposes of computing vacation entitlement, each employee shall be permitted to count all years of continuous service with the County.

6.6 Part-time Seniority

For the purpose of this Article, regular part-time employees shall receive one (1) day continuous service credit for each two (2) days of part-time service. The County may use work hours to determine service and seniority if this is easier to track.

6.7 Probationary Employee

All new employees shall be considered probationary employees for a period of thirty (30) working days from the beginning of their employment, during which time they shall have no benefits and be bound by all of the other provisions of the Agreement. A new employee may be summarily dismissed within said thirty (30) working day period from the date of employment at the sole discretion of the County. If such employee is retained beyond this thirty (30) day probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date he began work, and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment.

6.8 Union Membership Records

The County agrees to supply the Union within two (2) weeks after execution of the Agreement a list containing the names and addresses of all employees covered by this Agreement with their length of service with the County.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Disputes Jurisdiction

All disputes between the Employer and the Union, or between the Employer and any of its employees relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure:

STEP ONE: All grievances must be initiated within five (5) working days of the alleged occurrence. It shall first be discussed orally by the grievant and/or his steward and the employee's immediate supervisor. The supervisor must give his/her answer within three (3) working days of such meeting.

STEP TWO:

If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance in writing and give or send a copy of the same to the appropriate Human Resources Director and the Union within five (5) working days after receipt of the Step One answer. The Human Resources Director and one of the Union officers and/or business agents, or stewards, shall meet in an attempt to settle the dispute. A written answer must be given by the Employer within three (3) working days after such meeting.

STEP THREE:

In the event no agreement is reached at Step Two, either the Union or the Employer may upon written notice to the other appeal the grievance to arbitration within five (5) working days after receipt of the Step Three answer. The parties shall then promptly attempt to mutually agree upon an impartial Arbitrator within five (5) working days after the notice of appeal to arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within five (5) working days, then the Employer and the Union shall request the Pennsylvania Bureau of Mediation to submit a panel of seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator from such a list until but one (1) name remains. The Employer shall strike the first name.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify its terms.

The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Membership Update on Union Employee Records

The County agrees to provide the Union with a regular monthly notice of all new appointments, their addresses, resignation and retirements affecting employees within the bargaining unit.

8.2 Safety Clause

No employee shall be required to work under conditions that are unsafe or hazardous; however, it is agreed that all employees shall perform the work first and then grieve the determination of "unsafe or hazardous" conditions, unless there is a clear and present threat to the employee's safety.

8.3 Entire Agreement

The County and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties and constitutes the entire agreement between the parties.

8.4 No Strike/No Lockout

It is understood that there shall be no strike or lockout during the life of the Agreement.

8.5 Pension Meetings

The Union shall notify the County of the employees selected to observe meetings concerning the pension system and to receive reports concerning same.

8.6 Part-time Benefits

Regular part-time employees who are eligible will receive no fringe benefits other than pro-rated vacation and sick leave.

8.7 Labor-Management Committee

The parties agree to create a Labor-Management Committee as needed or desired for the purpose of jointly communicate to the public the services offered by the County Government and its employees. The Committee will meet periodically to discuss, plan and implement methods of public outreach through verbal and written presentations and public appearances.

8.8 Time Off For Union Business

During the term of this Agreement, the County agrees to permit employees designated by the Union to take time off with pay for Union business, subject to the following conditions:

- (a) No more than twenty (20) days per year (160 hours) such days may be consecutive.
- (b) The Union must identify in writing to the appropriate Department Head or Elected Official and to the County Human Resources Director at least one (1) week in advance of the requested date(s) the employees it designates to be relieved from duty for Union business. Management shall not unreasonably withhold permission. Employees so designated shall be paid by the County their straight time earnings, not to exceed eight (8) hours per day, for the period of absence. The time so paid shall not be considered as time worked for purposes of calculating overtime pay.

- (c) The County shall not be required to replace on the schedule any employee so designated by the Union. In the event the County determines to replace the employee, it is agreed that part-time employees may be utilized to fill the vacancy. In no event will the County be required to incur an overtime obligation to replace the designated employee.
- (d) The parties agree to review the practice of granting paid time off for Union business as needed to ensure that the operational needs of the County Government are adequately met. In the event there is abuse of practice by the Union and/or the employees, the County may discontinue the practice subject to the provisions of the Grievance Procedure.

ARTICLE IX

DISCIPLINARY ACTION

9.1 Employee Discipline

The County shall not suspend, discharge, or take any disciplinary action against an employee without just and reasonable cause. If practicable, the Union and the Employee shall be notified and the reasons of the discipline provided in writing to the Union and the Employee prior to the imposition of any suspension, discharge, or other disciplinary action.

ARTICLE X

EVALUATION AND PERSONNEL FOLDERS

10.1 Personnel file Access

Employees within the bargaining unit will have the right, upon request, to review the contents of their personnel files. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become a part of his personnel file.

10.2 Personnel File Maintenance

There shall be one official personnel file that shall be maintained in the Human Resources Office. Employees within this bargaining unit will have the right, upon request, to review the contents of their personnel files. The employee shall have the right to submit a statement concerning any material in his/her file. Such statement shall become a part of the file.

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. He may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read the material and does not indicate agreement with its contents. The reading and acknowledgment of such material shall take place in the presence of the Director of Human Resources or his designee.

ARTICLE XI
COMPENSATION

11.1 Pay Scales

Employees in this bargaining unit shall work a 37.5 hour work week.

11.1 Pay Scales

Probation Officers-Additional Step

All existing step and grade on the Archer 37.5 Pay Scale shall remain as is. Effective January 1, 2014, new steps 17 and 18 shall be added to the existing pay scale at both Grade 9 and Grade 10. The differential between Step 16 and 17 and step 17 and step 18 shall be two (2%) at both grade 9 and grade 10

Probation Officers- Wages

The bargaining unit did not receive a wage increase during the 2012 calendar year. Effective January 1, 2013, the base wage step, beginning at Step 6 for grade 9 and step 9 for grade 10 shall be increased by five (5%) percent above the rate in effect at that step and grade on December 31, 2011.

Effective on January 1 of each of the following calendar years of the collective bargaining agreement, the base wage at each step and grade beginning at step 5 for grade 9 and step 9 for grade 10 shall be increased by three (3.00%) percent above the rate in effect at that step and grade on December 31 of the prior calendar year.

Step Progression

For calendar year 2012, and for each successive calendar year during the term of this collective bargaining agreement, employees will move one (1) step up on the pay scale

Longevity for Probation officers is built into the pay scale. Therefore all references to longevity in classifications or job titles other than Case Aides have been removed from the agreement

Case Aides

Effective January 1, 2013 Case Aides shall work the 37.5 hour schedule and shall receive a 5% increase to their base wage in effect December 31, 2011

Effective January 1, 2014, the base wage of the Case Aides shall be increased by three (3%) above their base wage in effect on December 31, 2014

Effective January 1, 2015, the base wage of Case Aides shall be increased by three (3%) above their base wage in effect on December 31, 2014

Case Aides do not participate in the wage scale. Eligible case aides shall receive longevity pay in the amount of \$250.00 annually on or after the tenth (10th) year of service and \$500 annually on or after the twentieth (20th) year of service.

Payment of the 2013 wage increase for the expired period of 2013 may be made by the County in installments through the balance of the 2013 calendar year. As to each employee, such installments shall be in nearly equal amounts as feasible

At the discretion of the County, payment of the 2013 wage increase for the expired period of 2013 may be made in a lump sum payment, provided, however, and that if the County elects to pay employees in lump sum, the payment shall be made no later than November 30, 2013

11.2 On Call Pager Pay

The weekly rate to be shared by Juvenile Probation and/or Adult Probation employees assigned to be on call with a pager shall be \$550.00 per week. Four most senior (4) employees from Juvenile Probation Intake Officers shall be on call pursuant to this provision at any one time. In addition to the compensation provided for this assignment, if an employee is required to leave his or her home as a result of being on call and receiving call via the pager and responding, the employee will be paid for the time away from his or her home and will be given time off at the beginning of the next work day equal to the amount of time that the employee was required to leave his or her home in response to the call. The time off will be paid at straight time.

On call with a pager shall continue to only apply under the circumstances in which the on call provision has been applied in the past in Children and Youth. In the past, in order to comply with the legal mandates relative to responding to allegations of child abuse, the employers has scheduled on employee a day, 7 days a week, 52 weeks a year to be on call with a pager from the time the employee leaves work until the employee returns to work the next day, including holidays and weekends. The assignment has normally been shared each week, but no more than one employee has received the assignment for the same period. During the period that the employee is on call with a pager, the employee is required to restrict his or her activities so that he/she is available within the immediate geographic vicinity of his/her home and available to answer, handle and respond to any call for which he or she is required and arrive at the scene in the event the employee is required at the scene promptly after receipt of the call. It is also understood that the employee, so assigned, will be available at all times during the period he or she is on call to respond to all calls and that the ability to respond means that the employee will not be under the influence of alcohol or otherwise not in an inappropriate state to respond to the call. This on call provision shall be strictly construed to restrict the benefit to those employees under the circumstances under which it has been granted in the past in Children and Youth.

11.3 Work Week

The pay scale set forth in Section 11.1 shall be applicable regardless of whether 35 or 37.5 hours are scheduled for work in a week.

11.4 Temporary Transfer

An employee temporarily transferred or upgraded to a higher job class for a period of five (5) work days or longer shall receive the salary as per article 6.7 or current practice. Employees doing lower job class work temporarily will receive no decrease in pay.

ARTICLE XII

EXPENSES

12.1 Mileage Allowance

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

12.2 Meal Allowance

Meals shall be reimbursed in accordance with the County Travel policy as it may be amended from time to time.

ARTICLE XIII

HOLIDAYS

13.1 Holidays Recognized

The following days shall be recognized as paid holidays for all employees:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- General Election Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Calendar Day after Christmas (or such workday as the parties may agree)
- Employee's Birthday*

* The employees have the option of observing their birthday on any one of the work days falling within the work week.

13.2 Holiday Pay

If an employee works on any one of the days set forth in Section 13.1, he shall receive his holiday pay, plus time and one-half (1½) for all hours worked.

13.3 Holidays and Schedules

All regular full-time employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operation requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall, at his option, be allowed another day off as schedules will permit, or be compensated at the rate of time and one-half (1½) of the regular hourly rate, plus holiday pay.

13.4 Holiday Credits

Any employee on sick leave or vacation who would otherwise be entitled to a paid holiday shall not have the holiday charged against his sick leave or vacation credit.

13.5 Holiday Absences

All employees must be in compensable status on the day preceding a holiday and the day succeeding a holiday in order to be paid for the holiday. Any absence on these days must be reported to the office of Employee relations before 9:00 a.m. on the day of the absence.

13.6 Holiday Determinations

For employees regularly scheduled on a Monday through Friday schedule, when a holiday falls on a Sunday the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

For other employees, the holiday shall be observed on the actual date set for the holiday.

ARTICLE XIV

VACATIONS

14.1 Vacation Ranges

All employees shall receive the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
6 months to 1 year	1 week*
1 year less than 4 years	2 weeks
4 years less than 8 years	3 weeks
8 years less than 10 years	4 weeks
10 years less than 12 years	4 weeks, 2 days
12 years less than 15 years	4 weeks, 4 days
15 years and over	5 weeks

* This provision only applicable to employees hired between January 1 and May 31.

14.2 Vacation Earned

Vacation entitlement is based on continuous service with the County and is earned as of the employee's anniversary date. Vacations are considered earned as of January 1 of each calendar year; however, if the employee ceases employment in a year in which additional vacation is earned and terminates employment prior to the anniversary date, then, if the additional vacation has been used, the employee shall reimburse the County for unearned vacation.

14.3 Vacation Scheduling

Each March 1, the County shall supply vacation preference forms to employees. Vacations shall be granted at the 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 service with the County, shall be given the choice of vacation period in the event of any conflict in selection, provided the form is returned no later than April 1. The employee must pick their vacation by April 1 of each year. Employees who do not pick their vacation by April 1 will be permitted to pick vacations on a first come, first served basis provided that this vacation does not interfere or limit the departmental needs, with seniority as the breaker in case of disputes between employees.

14.4 Vacation Credit

If a holiday occurs during employee's vacation period, such employee, at his option, shall be either entitled to an additional day's pay in addition to his regular vacation pay, or to an additional day off, with pay, at a time mutually agreeable between the County and the employee.

14.5 Termination Notice

Employees must work out a two (2) week notice, prior to termination, or forfeit vacation.

ARTICLE XV

JURY DUTY

15.1 Jury Duty Compensation

Any employee who has been called to jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employee's regular pay and the compensation received for jury duty. If an employee serves on jury duty for five (5) days, Monday through Friday of such week, he shall receive the overtime rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The

employee will present proof of service by a jury notice of summons and the amount of pay received for such service.

15.2 Jury Duty Notification

When an employee receives notice that he is to report for jury duty, he shall notify his appropriate department head immediately after the employee receives notice.

15.3 Jury Duty Status

An employee on jury duty shall be considered the same as being at work.

ARTICLE XVI

BEREAVEMENT LEAVE

16.1 Days Permitted

In the case of death in the immediate family, employees will be granted leave for up to three (3) days with pay at the straight time rate. Immediate family is defined as husband, wife,, children, parents, brother, sister, half-brother, half-sister, step-parents, step children, siblings, grandparents, grand-children, parent in law, brother in law, and sister in law, .

16.2 Near Relatives

In the event of death of other near relative, one (1) day off, with pay at the straight time rate will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's work day. Near relative is defined as aunts, uncle, niece, and nephew.

16.3 Bereavement Travel

Additional time may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above, upon application by the employee to the appropriate supervisory employee.

ARTICLE XVII

SEVERANCE NOTICE GUARANTEE

17.1 Termination Notice

The Union and all employees affected shall receive thirty (30) days calendar notice of termination or layoff. If such notice is not provided, the employee shall receive four (4) weeks pay in lieu of the notice.

ARTICLE XVIII

PAID TIME OFF

Section 1 – Sick days and personal days shall be combined into Paid Time Off (PTO) as specified in this Article.

Section 2 – Employees will accrue PTO at the rate of 8.125 hours per month, effective the first day of the month, for a total of 13 work days of PTO annually.

Section 3 – PTO may be used as sick time or as personal time in accordance with the following general rules.

- a. When used as sick time, employees must report off from work in accordance with office procedures for reporting off.
- b. When used for personal time, requests for use of PTO days shall be submitted in writing to the appropriate Management representative at least one (1) day in advance of the requested date. Approval of such request shall be granted insofar as is reasonably possible, subject to the operational needs of the office. In the event two or more employees request the same PTO days, first request shall be honored.
- c. When utilizing PTO, days earned in the current year will be utilized first before days carried forward under Section 4 9 (last in, first out)

Section 4 – Unused PTO

- a. Settlement with each employee will be made as of the end of each calendar year for unused PTO, up to a maximum of five (5) days, based on the straight-time hourly rate of pay. In order to be eligible to sell back unused PTO, employees must have a bank of at least ten (10) days of PTO. Settlement of the unused portion of PTO will be calculated and paid by February 1 of the following year.
- b. As an alternative to the settlement for unused PTO days, an employee may elect to carry forward all or a portion of unused PTO days from one year to the next with a maximum accumulation of total days carried forward at any one time of fifty (50) unused days. Unused PTO days carried forward, rather than settled as described above, may be used only for absence due to bona fide injury or illness and shall not be used for purposes of personal days. PTO days so carried forward but unused at the time of termination or retirement will be paid for at the time of termination or retirement at the rate of sixty dollars (\$ 60.00) per day.
- c. Employees voluntarily leaving employment with the County must give two (2) weeks notice and work the notice period, or else forfeit an equal number of days of PTO days. No PTO days may be taken during the two week notice period.
- d. All sick leave accumulated under prior agreements relating to sick leave shall be preserved in accordance with the terms of the prior agreements.

Section 5 – Use of PTO and sick days accumulated under prior agreements is mandatory for employees on leave pursuant to the Family and Medical Leave Act (FMLA). The first days accumulated shall be the first days used.

Section 6 - Employee Examinations

If in the judgment of the County, an employee does not appear able physically to perform the duties of his occupation, the County may have the employee examined to determine if the employee is able to continue in his occupation. The cost of the examination shall be borne by the County.

ARTICLE XIX

INSURANCE

All articles dealing with insurance shall be combined and replaced with the following language:

Medical, Dental, Life and Sickness and Accident

Section 1 Hospitalization Plan

The County shall provide hospitalization benefits through their Beaver County Health Alliance model as provided to other County employees.

Section 2 Physician Services

Effective January 1, 2012, or as soon as administratively practicable thereafter, the County shall provide physician service benefits through Intergroup/Health Coalition Partners, or such other physician network as it shall determine.

Co-pays for physician services shall be \$10 for each primary care visit and \$15 for each specialist visit. Emergency Room visits shall be a \$25 co pay

Section 3 Vision Care

The County shall provide vision benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

Section 4 Dental Care

The County shall provide dental benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

Section 5 Employee Benefit Coverage Contribution

Effective January 1, 2013 – December 31, 2013 each employee covered by the County’s Benefit Program for Hospitalization and Physician services shall contribute one and a quarter percent (1.25%) of the base wage. Any employee who does not elect for the insurance coverage will not contribute one and a quarter percent (1.25%) of their pay.

Effective January 1, 2014 – December 31, 2015 each employee covered by the County’s Benefit Program for Hospitalization and Physician services shall contribute two percent (2 %) of the base wage.

Employees absent for an extended period shall make arrangements with the County for payment of their coverage contribution. Coverage will be terminated if contribution is not made. Any employee who elects against coverage provided through the County’s Benefit Program for Hospitalization and Physician Services shall not contribute any portion of his or her wages during any period in which coverage is not provided to such employee

Smoke Free Campus

The County, at its discretion, may establish a smoke free campus pursuant to Article II, Management Rights

Tobacco Surcharge: Effective January 1, 2014, to the extent that by reason of section 2701 (a) 1 (iv) or other pertinent provision of the Patient Protection and Affordable Care Act or any separate mandate of the health insurance issuer, the premium rate for coverage under the County’s Benefit Program for Hospitalization and Physician services is increased by reason of tobacco use of insured employees or covered family members, then upon request of either party, the collective bargaining agreement may be reopened to address proposals regarding an increase in coverage contributions or a surcharge over and above the coverage contribution set forth in Section 5 of this Article to be assessed against such insured employees

Section 6 Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from Express Med/Express Scripts or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as defined by the County’s Pharmacy Benefit Manager and will be subject to the following co-pays:

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$5	\$10
Preferred Brand	\$10	\$10
Non-preferred Brand	\$25	\$40

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

Section 7 Life Insurance

A. The County shall provide group term life insurance for regular full-time employees at the face amount of Thirty Thousand dollars (\$30,000.00).

B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two Thousand Seven Hundred and Fifty dollars (\$2,750.00).

Section 8 Sickness and Accident Insurance

A. The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty-six per cent (66%) of gross pay or Three Hundred dollars (\$300.00) per week. Benefits shall be for twenty-six (26) weeks. Employees on FMLA will use sick day bank down to twenty (20) days.

B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty-first (21st) day of absence due to an accident or illness.

C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

Section 9 The County may at any time during the term of this Agreement provide the benefits described herein with any other network and/or provider.

Section 10 Employees with more than two years of continuous service on the date they cease work because of occupational injury or illness will have their health coverage continued for a period of twelve (12) months from the end of the month last worked. Employees absent for any other reason will have their health coverage continued until the end of the month in which they last worked.

Employees terminated for cause by the County shall have their health coverage terminated effective their last day worked.

ARTICLE XX

LEAVES OF ABSENCE

20.1 Military Leave

Any employee entering military service shall have re-employment rights and pay in accordance with the federal and state statutes pertaining to such military service.

20.2 Parental Leave

Effective July 26, 1997, employees may use up to four (4) weeks of accrued sick leave for the birth of a child or an adoption. This leave is considered to be FMLA leave.

Any and all written and/or unwritten employment policies and practices, including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement, payment under any medical or disability insurance or sick leave plan and any other benefits and/or privileges under this contract, shall be applied to disabilities caused or contributed to by pregnancy, miscarriages, abortion, childbirth, and/or recovery from any of the aforesaid in the manner, without discrimination, as applied to all other sickness and disabilities.

20.3 Sickness Leave

The County agrees to grant a leave of absence without loss of seniority rights and without pay to employees who are unable to work due to such employee's own non-occupational sickness or accident.

The leave may extend up to a maximum of one (1) year and may be for any shorter period which is mutually agreeable by the parties.

Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's hospitalization-surgical program and the County's dental program for a period of six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

20.4 Suspended Accrual

Employees receiving sickness and accident benefits or an unpaid leave of absence will not accrue, vacation days, holidays or PTO days.

Employees covered by this Agreement will abide by the Family and Medical Leave Policy attached as Attachment 4.

ARTICLE XXI

NON-DISCRIMINATION

21.1 Non-Discrimination

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, religious creed, color, marital status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee, or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

21.2 Political Discrimination

No employee shall be reduced in rank, terminated, laid off, or suffer a loss of any benefit of employment because of political activity or inactivity. All employees agree to carry out all policy decisions of Elected Officials as soon as such decisions are communicated to the employees.

ARTICLE XXII

EDUCATION COMMITTEE

22.1 Education Committee

There shall be an Education Committee composed of Two (2) representatives of the County and Two (2) representatives of the Union which shall administer an education fund. The County shall make available to this fund amounts not to exceed Three thousand dollars (\$3,000.00).

The purpose of this fund shall be to pay tuition, fees or other charges for courses, seminars or similar activities which are related to an employee's job duties and are intended to maintain or improve the skills of that occupation or other occupation in the bargaining unit.

Tuition will be reimbursed for approved, job-related education up to \$1,000.00 per calendar year. Employees must remain employed by the County for one (1) year after completion of course, or reimburse the expense. Employee must also attain at least a "C" in the course.

ARTICLE XXIII

AGREEMENT ON NEW JOB DESCRIPTION AND CLASSIFICATION PROGRAM

- (1) Employees who feel that their position has been substantially changed may request reclassification from the Director, Employee Relations.
- (2) The Director shall cause a Position Description Questionnaire (PDQ) to be completed for the position in question.

- (3) The PDQ shall be submitted to DMG Maximus for evaluation and rating in accordance with its usual methodology.
- (4) If DMG determines that the position should be reclassified, the County shall implement the recommendation. If DMG determines that the position is properly classified, the employee may grieve the determination. At all times the employee and/or Union shall bear the burden of demonstrating the inaccuracy of DMG's evaluation.

Effective January 1, 2014, the following positions shall be reclassified from PO1 to PO2

Intermediate Punishment/House Arrest Officers in Beaver Falls and Aliquippa

Beaver Falls Maximum/ Re-Entry Officer

Aliquippa Maximum/Re-Entry Officer

Pay Up Coordinator

Financial Analyst

Corrections Counselors

ARTICLE XXIV

SEPARABILITY AND SAVINGS CLAUSE

24.1 Separability Clause

If any article of this Agreement should be held invalid by operation of law, or by any governmental agency, or any tribunal of competent jurisdiction, or if compliance with, or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of the Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of has been restrained, shall not be affected thereby.

24.2 Savings Clause

In the event that any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement. Should the parties be unable to agree on such replacement, the dispute shall be resolved, beginning at Step Three, in accordance with the grievance procedure.

ARTICLE XXV

TERM OF AGREEMENT

29.1 Length of the Contract

The term of this Agreement shall be from January 1, 2012 to December 31, 2015, and shall continue thereafter unless either party notifies the other of its desire to modify or change the Agreement in accordance with the Public Employee Relation Act, commonly known as Act 195, Act of July and pursuant to the Authority granted to the County Code, specifically 16 P.S. Section 1620.

IN WITNESS WHEREOF, the parties intending to be bound hereby have set their hands and seals this _____ day of _____, _____.

FOR THE COUNTY:	DATE	FOR THE UNION:	DATE:
_____ Tony Amadio, Chairman	_____	_____ Eric Stoltenberg Esq.	_____
_____ Joe Spanik, Commissioner	_____	_____ Joe Chesnut	_____
_____ Dennis Nichols, Commissioner	_____	_____ Paul Morrison	_____
_____ S. Richard Darbut Director of Human Resources	_____	_____ Judy Miller	_____
_____ Bernard J. Rabik County Solicitor	_____		
_____	_____		

WITNESS AND ATTEST
Tracey Patton
Chief Clerk

ATTACHMENT 1

JOB CLASSIFICATIONS

COURT PROFESSIONALS

DOMESTIC RELATIONS

ENFORCEMENT OFFICER	PO-I
HEARING OFFICER	PO-I

ADULT PROBATION

PROBATION OFFICER I	PO-I
PROBATION OFFICER II	PO-II
CASE AIDES	

INTERMEDIATE PUNISHMENT

PROBATION OFFICER I	PO-I
---------------------	------

JUVENILE SERVICES

PROBATION OFFICER	PO-I	
INTAKE COORDINATOR	PO-II	+ \$1,000.00
INTAKE OFFICER	PO-II	
INTENSIVE D&A OFFICER	PO-II	

SCHOOL BASED PROBATION

PROBATION OFFICER II	PO-II
----------------------	-------

WORKPLACE HARASSMENT POLICY

Beaver County (the “County”) respects the dignity and professionalism of each of its employees, and is committed to maintaining a work environment that is free from discrimination and unlawful harassment. In furtherance of this commitment, the County absolutely prohibits unlawful workplace harassment on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the complaint/investigatory process) or other protected status.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the statutory complaint process) or other protected status which unreasonably interferes with an individual’s job performance or otherwise creates an intimidating, hostile or offensive working environment, or which results in a tangible employment action such as hiring, firing, promotion or demotion. Harassment may include derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed or visual material or offensive physical actions.

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitute unlawful sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes unnecessary touching of an individual or unwelcome physical contact such as patting, pinching or brushing against another, subtle pressure or request for sexual activities, referring to or calling an individual by an endearing, demeaning or sexual term, a display in the workplace of sexually suggestive objects, pictures, cartoons or posters, graphic verbal commentaries about or leering at an individual’s body, sexually degrading words used to describe an individual, sexually explicit, suggestive or offensive comments, jokes or teasing, preferential or derogatory treatment based on gender, verbal abuse of a sexual nature, physical or sexual assault, or other similar behavior.

All employees are responsible for helping to enforce the County’s policy against harassment. Any individual who believes that he or she has been the victim of prohibited harassment must *immediately report* such conduct to his or her supervisor so that the situation can be promptly investigated and remedied. An employee should not wait until the suspected harassment becomes severe or pervasive. An employee who is uncomfortable for any reason in

bringing such matter to the attention of his or her supervisor, or who is not satisfied after bringing the matter to the attention of his or her supervisor, should report the matter to the Human Resources Director, Rick Darbut or to the Assistant Human Resources Director, Sidney Shaw. Any supervisor who receives a complaint of harassment must immediately report the matter to one of the foregoing County officials. Any questions about this policy or suspected harassment should also be brought to any of the same persons.

The matter will be promptly, thoroughly and impartially investigated and all allegations of harassment will be kept confidential to the extent possible. The alleged harasser will not have any direct or indirect control over the investigation. Employees should be aware that the County may, under certain circumstances, use an outside source to assist in the investigation of such complaints. In any event, an investigation will include, at a minimum, interviews of the employee who complained of harassment, the alleged harasser(s), and others who could reasonably be expected to have relevant information. If the County determines that harassment occurred, it will take immediate measures to stop the harassment and ensure that it does not recur. The Union will be informed in timely fashion of accusations made against Union members.

The County absolutely will not tolerate unlawful workplace harassment. The County also will not tolerate retaliation against anyone who files a bona fide complaint of harassment or who participates in an investigation. Any employee who is determined to have violated this policy, whether hourly or salary, will be subject to disciplinary action, up to and including discharge.

Any discipline imposed on a bargaining unit employee is subject to review in accordance with the grievance and arbitration provisions of the applicable collective bargaining agreement. In all other aspects, the Union shall have no obligation for enforcement of this Workplace Harassment Policy, and shall have no authority over the County's implementation and application of the Policy.

ATTACHMENT 3

BEAVER COUNTY ABSENCE CONTROL PROGRAM

Policy: Beaver County shall have an established Absence Control Program to control employee absence and tardiness. The County recognizes the fact that staff will have occasional absences due to illness. Employees recognize the importance of reporting for work as scheduled. This Program is intended to address employees who abuse sick time and/or who are consistently tardy. Employees who abuse sick time, and/or who are consistently late for work are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. Such employees will be subject to discipline as set forth below.

I. Responsibility to Report Off

A. All employees shall report off to the person designated by his/her Office or Department prior to the start of the shift, unless circumstances (*e.g.*, severe illness, incapacity, etc.) prevent them from so doing.

B. The employee must speak to the designated person when reporting off, unless different arrangements have been made in advance by the Office or Department management.

C. Failure to report off in the proper manner shall result in disciplinary action as set forth below.

D. Failure to report for work as scheduled, or failure to properly report off from work in accordance with the above procedure, shall be considered a “no show” and will result in the following disciplinary action:

1. First offense – oral warning.
2. Second offense – written warning.
3. Third offense – three (3) day suspension.
4. Fourth offense – discharge.

Employees affected by changes to the posted schedule shall be notified promptly by Management.

II. General Rules for Sick Time

A. Written Verification shall be required for sick time of more than three (3) consecutive scheduled days. **Employees in any stage of the disciplinary steps set forth above may be required to supply written verification for absences regardless of duration.** The verification shall come from a physician or other health care provider and shall at minimum describe the medical or physical facts and/or condition for which the employee sought consultation or treatment.

B. Discipline under this policy will usually be progressive. In those cases where a pattern of absenteeism and/or sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. Patterned illness or tardiness may be demonstrated, for example, by evidence that sick days are consistently used in

conjunction with vacation, holidays or other days off. The total circumstances of an employee's use of sick leave, rather than a numerical formula, shall be the basis upon which the Employer's final determination is made. At the end of that discussion, Management will determine whether to issue discipline in accordance with the progressive disciplinary policy set forth above.

C. Under normal circumstances, an employee who works six (6) months without an infraction will revert to the previous step in the progression. For example, if an employee who has received a written warning (Step 2) works six (6) calendar months after that suspension without incurring an additional infraction; he/she will have the warning removed from the Attendance Program record. A new infraction (other than a pattern infraction) will then result in the issuance of an oral warning (Step 1 of the policy).

D. Management reserves the right to impose greater discipline than called for under the progressive disciplinary schedule in response to severe abuses of the absenteeism policy.

E. All discipline issued in connection with the Absence Control Program shall be subject to the contractual grievance procedure.

ATTACHMENT 4

FAMILY AND MEDICAL LEAVE POLICY

PURPOSE:

This Policy is intended to address situations arising under the Leave of Absence provisions of the County's labor agreements with the SEIU, and under the Family and Medical Leave Act (FMLA). Its purpose is to outline the conditions under which an employee and/or the County may:

- request leave;
- determine eligibility for leave; and
- designate an absence/leave as

leave under the FMLA and under the Leave of Absence provisions contained in collective bargaining agreements.

I. FMLA LEAVE

FMLA allows eligible employees to take job-protected, unpaid leave or appropriate accrued paid leave, ("FMLA leave") for up to a total of 12 work weeks in any 12-month period because of:

- the birth of an employee's child;
- the placement of a child for adoption or foster care with an employee;
- circumstances where the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- the employee's own serious health condition which make him/her unable to perform the functions of his/her job.

The County does not normally count absences due to injury or illness under the Workers' Compensation Act against an employee's FMLA or contractual leave entitlement. Absence due to compensable illness or injury will count as FMLA leave only when an employee declines an offer of a Transitional Duty assignment during the first twelve (12) weeks after a compensable injury.

II. CONTRACTUAL LEAVE

Under the Leave of Absence provisions of the County's labor agreements, a leave of absence without pay will be granted for up to one (1) year to employees unable to work because of non-occupational sickness or accident.

Under both FMLA and Contractual Leave, eligible employees will have health benefits maintained as if they had continued to work instead of taking the leave. Health benefits shall be maintained for a maximum of six (6) months. Under the County Retirement Program, any

period of leave, up to a maximum of one year, will not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate.

Spouses who are both employed by the County are entitled to a combined total of 12 weeks of FMLA leave (rather than 12 weeks each) in any 12 month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after placement, or for the care of a parent with a serious health condition. Spouses are each entitled to up to one year of leave for non-occupational sickness or accident under the labor agreement.

III. SCOPE OF POLICY

This policy applies to all FMLA leaves and Contractual leave for hourly and salaried employees, whether requested by the employee, or designated by the County.

If an employee is entitled to both FMLA leave and any other type of accrued leave (*e.g.*, vacation, personal days, sick days and contractual leave), the time periods will run concurrently and employees must use available accrued leave while on FMLA leave, except that employees are permitted at their option to keep up to twenty (20) sick days in reserve for their own personal illness. For leave to care for a child or family member, and employee is required to use all unused vacation and personal days during the leave period

IV. ELIGIBILITY FOR FMLA LEAVE

To be eligible for FMLA leave, an employee must have been employed by the County for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification of eligibility for FMLA leave.

V. REQUEST FOR FMLA LEAVE

An employee must provide the County at least 30 days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. The employee's request for FMLA leave should:

- be in writing;
- set forth the reason for the requested leave;
- contain the anticipated duration of the leave; and
- designate the expected start date of the leave.

If 30 days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This ordinarily means that employees are expected to give at least verbal notification to the County within one or two business days of when the need for leave becomes known to the employee.

When the leave is for planned medical treatment, the employee must consult with the County and make a reasonable effort to schedule the leave so as not to unduly disrupt the County's operations, subject to the approval of the health care provider.

In those cases where an employee has not designated an absence/leave as FMLA leave, and the County receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the County reserves the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total 12-week entitlement of FMLA-covered leave. In such circumstance, the County may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

VI. REQUIRED MEDICAL CERTIFICATION

The County will require medical certification to support FMLA and contractual leave. The Employee Relations Department will provide each employee who may qualify for either type of leave with an appropriate form requesting medical certification concerning the need for the employee's absence. The employee must return the medical certification form to the Employee Relations Department within a *reasonable* time period (*normally* 15 calendar days after the employee receives the County's medical certification form). Failure of an employee to return the certification form in a timely fashion in cases of foreseeable leave may delay the taking of leave. Failure of an employee to return the certification form in a timely fashion in other cases may delay the continuation of leave. Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be FMLA leave.

If the minimum duration of the period of incapacity furnished by the health care provider is more than 30 days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. The County reserves the right, however, to request subsequent and/or additional certification of FMLA and contractual leave every 30 days where the leave is for pregnancy, chronic, or permanent/long-term conditions under continuing supervision of a health care provider. The County further reserves the right to request subsequent and/or additional certification of FMLA leave where:

- leave is on an intermittent or reduced leave schedule basis and the minimum period specified on the original certification as necessary for such leave and treatment has passed.
- the employee requests an extension of FMLA leave;
- circumstances described by the previous certification have changed significantly;
- the County receives information that casts doubt upon the employee's stated reasons for the absence; or

- the County has reason to question the appropriateness of the leave and/or its duration.

The County may require a second medical opinion at its own expense by a health care provider designated by the County (but who is not employed on a regular basis by the County) if it doubts the validity of a medical certification. If the first and second opinions differ, the County may require the opinion of a third health care provider. The third health care provider must be approved jointly by the County and the Union, and must be paid for by the County. The opinion of the third health care provider will be final and binding on the County and the employee.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave and/or contractual leave. The employee is not entitled to be paid for the time or travel costs spent in acquiring the medical certifications, but the employee may request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave. The leave may be treated as Contractual Sick leave under the labor agreement in conformity with the requirements for use of Contractual Sick leave (i.e., contractual leave may only be used for the employee's personal illness/injury, not for care of spouse, children, etc.).

VII. INTERMITTENT OR REDUCED SCHEDULE FMLA LEAVE

FMLA Leave may be taken on an intermittent or reduced-leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. Eligibility for intermittent or reduced schedule leave will be determined as follows:

A. Intermittent/Reduced Leave Schedule after the Birth or Placement of a Child for Adoption or Foster Care

When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave on intermittently or on a reduced leave schedule only if the County agrees. If, however, a mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition, County agreement is not required, and such leave may be taken as long as proper certification of the necessity of such leave is provided.

B. Intermittent/Reduced Leave Schedule for Serious Health Condition

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological

comfort to an immediate family member with a serious health condition. Examples of such leave include:

1. Where treatment for the serious health condition is required periodically, rather than for one continuous period of time, and may include leave periods ranging anywhere from an hour or more to several weeks.

2. Where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic or serious health condition even if he or she does not receive treatment by a health care provider.

When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the County which meets the employee's needs without unduly disrupting the employee's operations, subject to the approval of the health care provider. Where leave is taken on an intermittent or reduced leave schedule basis, the County reserves the right to limit such leaves to the shortest period of time (one hour or less) that the County payroll system uses to account for absences or use or leave.

In cases of intermittent or reduced leave schedule, the amount of leave used toward an employee's total 12-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.

VIII. DELAY/DENIAL OF FMLA AND LEAVE

The County may delay and/or deny FMLA leave under the following circumstances:

- where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the County may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave;
- where an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the County may delay continuation of FMLA leave until the employee submits the certification;
- where an employee never provides requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.

IX. EMPLOYEE HEALTH BENEFITS DURING LEAVE

Group health care coverage will continue for employees on leave as if they were still working. The maximum period of such coverage is six (6) months. After six (6) months, employees are responsible for making sure the County receives premium payments in accordance with applicable COBRA regulations. The Employee Relations Department will provide a schedule of payment amounts and due dates.

X. RETURN TO WORK REQUIREMENTS

Employees on approved FMLA leave or Contractual leave may be required to periodically report their status and intent and ability to return to work.

Where an employee has taken leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce certification of his ability to return to work and undergo a fitness for duty examination. This requirement will only be imposed where all similarly situated employees in the employee's job class are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. This fitness-for-duty exam will not be required when the employee has taken an intermittent leave for his/her health condition.

XI. REINSTATEMENT AT CONCLUSION OF FMLA LEAVE

At the conclusion of FMLA leave, an employee will be reinstated to an equivalent position with equivalent terms and conditions as the employee held prior to taking FMLA leave. An employee has no greater right to reinstatement and to other benefits and conditions of employment, however, than if the employee had been continuously employed during the FMLA leave period.

If at the conclusion of the 12-weeks of FMLA leave, the employee is unable to return to work, the employee no longer has the protections of FMLA. Contractual Sickness leave may be available, however.

XIII. PENALTIES FOR FRAUD

An employee who fraudulently obtains FMLA or contractual leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the County will take all available appropriate disciplinary action against such employee due to such fraud.

XIV. ACCRUED PAID LEAVE

Any accrued paid leave time (*e.g.*, vacation, sick days, personal days) held by an employee at the time FMLA leave or contractual sick leave is taken must be used concurrently with FMLA leave or contractual leave, except that the employee has the option of preserving up to twenty (20) sick days for the employee's own personal illness.

ATTACHMENT 5

TRANSITIONAL DUTY

Section 1

The County and the Union agree to implement a Transitional Duty Program to help control workers' compensation expenses and to assist employees to return to work after compensable injury. From time to time, employees may be unable to perform the full range of duties required of their regular job due to job-related injury or disease compensable under the Pennsylvania Workers' Compensation Act. In order to provide gainful employment to these individuals, the County may create transitional duty jobs within the Bargaining Unit. These jobs may be filled only by County employees who are subject to work restrictions as a result of compensable work-related injury or disease. These jobs may also be offered on a voluntary basis to employees on non-occupational disability, including pregnancy.

Section 2

The right to determine whether or not to create or eliminate transitional duty jobs and the assignment of eligible employees to fill such jobs shall be vested exclusively in Management.

- (a) Transitional duty jobs shall not be filled in accordance with the posting and bidding provisions of this Agreement.
- (b) Assignment to transitional duty jobs shall be subject to the nondiscrimination provisions of this Agreement.
- (c) Transitional duty jobs shall not be used to erode the Bargaining Unit or reduce permanent staffing requirements.
- (d) Employees assigned to transitional duty jobs shall not be subject to the layoff and recall provisions of this Agreement.
- (e) In the event of a layoff, transitional duty employees shall not be used to perform work which would otherwise have been performed by employees on layoff.
- (f) Except as otherwise set forth in this Agreement, employees assigned to transitional duty jobs shall not lose seniority or other contractual benefits as a result of said assignment.
- (g) Employees on non-occupational disability, including pregnancy, may decline offers of transitional duty employment without loss of contractual benefits they may otherwise be entitled to under this Agreement.

Section 3

An Employee assigned to Transitional Duty shall earn the same hourly wage as he/she was earning before suffering the compensable injury. Unless mutually agreed otherwise, the employee will be assigned to the same shift as he/she was working at the time of the injury.

In the event the earnings of an employee assigned to transitional duty exceed the employee's average weekly wage at the time of the compensable injury, the employee shall no longer be entitled to partial disability payments in accordance with the Pennsylvania Workers' Compensation Act. The employee shall execute any necessary supplemental agreements to

suspend temporary disability payments. In the event the injury recurs and workers' compensation benefits are reinstated the employee's average weekly wage will be calculated, in accordance with the Workers' Compensation Act, as of the date of the original injury.

Section 4

Fringe benefits for employees assigned to transitional duty will be determined on the basis of the employee's pre-disability entitlement. For example, a full-time employee assigned to transitional duty on a part-time basis shall receive fringe benefits as though working full-time.

Section 5

Employees in transitional duty jobs shall be returned to their regular jobs at such time as they are medically certified to return to that job. Return shall be accomplished as soon as is practicable after receipt of the requisite certification.

Section 6

The decision as to whether or not to offer a transitional duty position to an employee and whether an employee shall remain in transitional duty position will depend on availability of suitable transitional duty positions and the discretion of the Director of Employee Relations. Transitional duty positions are not regular jobs.

Employees are not required to accept offers of Transitional Duty Assignments during the first twelve (12) weeks after incurring a work related injury. This period corresponds to the period when the employee may be entitled to leave under the Family Medical Leave Act. However, in the event an employee declines an offer of Transitional Duty during the first twelve (12) weeks after incurring a work related injury, the period will be considered as FMLA leave.

Assignment to a transitional duty position shall not exceed 180 calendar days from the first day of assignment. If additional days in the transitional duty position are requested by the employee's attending practitioner based upon a return to work within an additional thirty (30) days beyond the original 180 days, the request and any other necessary documentation must be supplied to the County's Director of Human Resources within five (5) business days prior to the end of the initial 180 day period.

If at the end of 180 calendar days (except as noted in the preceding paragraph) the employee is not capable of returning to his/her regular position, the Transitional Duty assignment shall terminate, unless mutually agreed otherwise.

Section 7

The parties agree that implementation of this Transitional Duty Program will likely require continued monitoring and discussion. The parties agree to meet periodically on request to discuss the Transitional Duty Program and methods to improve it. It is agreed that the Program will be administered in such a fashion as to accommodate the legitimate needs of employees with respect to hours of work and shift assignments. In the event there are any changes to the Program proposed by either the County or the Union, the same will be negotiated.

APPENDIX A

PAY SCALE

