AGREEMENT

BETWEEN

LANCASTER COUNTY COMMISSIONERS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

DISTRICT COUNCIL 89

JANUARY 1, 2023 TO

DECEMBER 31, 2025

TABLE OF CONTENTS

Page

PREAMBLE 1
ARTICLE 1- MANAGEMENT RIGHTS 1
ARTICLE 2 - RECOGNITION 1
ARTICLE 3 - DUES DEDUCTION/FAIR SHARE 2
ARTICLE 4 - UNION SECURITY 2
ARTICLE 5 - HOURS OF WORK 3
ARTICLE 6 - REST PERIODS 3
ARTICLE 7 - MEAL PERIODS 4
ARTICLE 8 - HOLIDAYS 4
ARTICLE 9 - VACATION 5
ARTICLE 10 - OVERTIME 8
ARTICLE 11 - LEAVES OF ABSENCE 10
ARTICLE 12 - BEREAVEMENT PAY 12
ARTICLE 13 - SICK LEAVE 13
ARTICLE 14 - ON-CALL TIME 15
ARTICLE 15 - DIFFERENTIALS 15
ARTICLE 16 - SENIORITY 17
ARTICLE 17 - LABOR MANAGEMENT COMMITTEE 18
ARTICLE 18 - NON-DISCRIMINATION 19
ARTICLE 19 - GRIEVANCES AND ARBITRATION 19
ARTICLE 20 - DEMOTION, SUSPENSION, WRITTEN REPRIMAND, DISCHARGE 21
ARTICLE 21 - GENERAL PROVISIONS 22
ARTICLE 22 - INSURANCE AND RETIREMENT 25
ARTICLE 23 - WAGES AND LONGEVITY 28
ARTICLE 24 - TUITION REIMBURSEMENT 30
ARTICLE 25 - SUCCESSORS 30
ARTICLE 26 - SUBCONTRACTING 30
ARTICLE 27 - DRUG AND ALCOHOL FREE WORKPLACE 32

ARTICLE 28 - TERM OF THIS AGREEMENT **36**
ARTICLE 29 - SAVINGS CLAUSE **37**
SIGNATURE PAGE **37**

ATTACHMENT A INTENTIONALLY OMITTED
ATTACHMENT B MANDATORY OVERTIME
ATTACHMENT C ATTENDANCE POLICY
ATTACHMENT D YOUTH INTERVENTION CENTER POLICY NO. 209A

PREAMBLE

This Agreement entered into by Council 89, the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," and the Lancaster County Commissioners, 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 1 - MANAGEMENT RIGHTS

SECTION 1. It is understood and agreed that the Employer, at its sole discretion, possesses and retains all management rights in accordance with all applicable laws, including but not limited to: the right to manage all operations including the direction of the working force, the right to plan and direct the operation of all equipment and other property of the County Prison and the Lancaster County Youth Intervention Center, except as modified by this Agreement.

SECTION 2. Matters of inherent managerial policy are also 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 Prison and the Lancaster County Youth Intervention Center, standards of service, the right to suspend or discharge for reasonable cause, regulate the size of its work force, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

SECTION 3. Before any substantial changes are made in the size of the work force or permanent changes in scheduling, the Employer agrees to Meet and Discuss with the representatives of the Union. For the purpose of this Article "permanent" shall be defined as any period in excess of thirty (30) calendar days.

SECTION 4. "Meet and Discuss" shall be as now defined in Act No. 195 of 1970.

ARTICLE 2 - RECOGNITION

SECTION 1. During the term of this Agreement the American Federation of State, County and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications established by certifications of the Pennsylvania Labor Relations Board, as amended by Section 3 below.

SECTION 2. This Agreement pertains only to those employees falling within the certifications referred to in Section 1 of this Article.

SECTION 3. The Pennsylvania Labor Relations Board and the parties shall exclude the Captains, Majors, Lieutenants, Sergeants, Facilities Supervisor, and all professional employees not specifically included in the certifications referred to in Section 1 of this Article from the collective bargaining unit covered by this Agreement.

ARTICLE 3 - DUES DEDUCTION/FAIR SHARE

SECTION 1. The Employer agrees to deduct the Union bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. 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 20th day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Agreement unless the procedure set forth in Article 4 is followed by the employee.

SECTION 2. The Union shall indemnify and hold the Employer harmless from any and all liability which may result from dues deductions made pursuant to this Article.

ARTICLE 4 - UNION SECURITY

SECTION 1. Each employee who, on the effective date of this contract, is a member of the Union, and each employee who becomes a member after that date shall maintain his or her membership in the Union, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

The employee shall send their letter of resignation from the Union to the Lancaster County Prison business director or Youth Intervention Center Director, as appropriate, as well as a copy to the headquarters of Council 89 AFSCME, AFL-CIO.

The copy to the Union shall also include the official membership card of the Union. The payment of dues and assessments while a member shall be a requisite employment condition.

SECTION 2. The Employer shall provide to the Union within the first week of employment a list (with the name, date of hire, and the position the employee holds) of all the new employees that have been hired to work in the Prison and the Youth Intervention Center in the previous one month period.

ARTICLE 5 - HOURS OF WORK

SECTION 1. Each normal work shift for corrections' officers and professional employees shall consist of eight (8) consecutive hours of work, including a continuation of the current practice with respect to meal periods. Time taken for meal periods shall be unpaid and non-compensable for purposes of computing hours worked for overtime purposes. Each normal work shift for maintenance workers shall consist of eight (8) consecutive hours of work.

SECTION 2. Work schedules: Absent an emergency, personnel rosters showing employees' shift assignments shall be posted at all times. Hours for the work shifts shall not be permanently changed unless the Union and the Employer Meet and Discuss such changes. Unless set forth elsewhere in the collective bargaining agreement, professional employees will continue current work schedule practices and communication and shall be entitled to receive any additional leave time as may be afforded by the County in accordance with current County policy (*e.g.*, snow day closures or early dismissal on the day before a holiday).

SECTION 3. Youth care workers (detention) and security officers shall be scheduled in accordance with the Lancaster County Youth Intervention Center Policy No. 209A, a copy of which is incorporated into the contract as Attachment D.

SECTION 4. All shift openings for corrections' officers will be posted for a period of one (1) week, unless an emergency requires a lesser period of time. If more than one employee submits for the shift opening, preference shall be granted on a seniority basis unless it is necessary to assign otherwise in order to protect the efficiency of operations. For professional employees, shift assignment will be made based on the needs of the prison and the skills, ability and/or specific expertise required; if all parameters are equal, seniority will be the tie-breaker.

SECTION 5. Absent an emergency, the normal work week for all employees shall consist of any five (5) consecutive eight (8) hour days.

SECTION 6. Both parties agree to Meet and Discuss potential work hour and shift changes inclusive of the possibility, for corrections' officers, of 12 hour shifts with rotating weekends off. Both parties also agree to meet and discuss the potential of hours of work changes for corrections' officers for 11pm-7am, 7am-3pm and 3pm to 11pm.

ARTICLE 6 - REST PERIODS

SECTION 1. Where operationally possible, the Employer shall attempt to provide sufficient time during each one-half (1/2) shift for a rest break. Youth care workers

(detention) and Security Officers shall be granted rest periods in accordance with the Lancaster County Youth Intervention Center Policy No. 209A, a copy of which his incorporated into the contract as Attachment D.

ARTICLE 7 - MEAL PERIODS

SECTION 1. All corrections' officers and all professional employees shall be authorized to eat their lunch during their tour of duty for a period not in excess of thirty (30) minutes at a time. Lunch periods shall be unpaid and will be scheduled so as to least interfere with security requirements. If a lunch period is interrupted by a duty assignment of fifteen (15) minutes or more, the corrections' officer and/or professional employee shall be paid for the thirty-minute (30) lunch period.

SECTION 2. The corrections' officer and/or professional employee will be allowed a meal period for four (4) hours worked beyond his or her regular quitting time.

SECTION 3. Subject to the operational need of the County, all maintenance workers shall be authorized to eat their lunch for a period not in excess of thirty (30) minutes at a time during their tour of duty. Lunch periods shall be unpaid. If required by the operational need of the County, the County may assign each maintenance worker a specific 30 minute period for lunch. If a lunch period is interrupted by a duty assignment of fifteen (15) minutes or more, the maintenance worker shall be paid for the thirty (30) minute lunch period.

SECTION 4. Youth care workers (detention) are expected to eat their meal with their residents during any meal period that falls during their shift and such meal period shall be considered part of their regular work day. Meal periods for security officers shall be considered part of their regular work day and they are expected to remain at their assigned post during such period.

ARTICLE 8 - HOLIDAYS

SECTION 1. Subject to the limiting language below, employees shall be granted eight (8) hours paid straight time for holiday each calendar year as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Employee's Birthday
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving day
12. Day after Thanksgiving
13. Christmas day
14. Juneteenth

Special holidays, all holidays except New Year's Day, Independence Day, Thanksgiving Day and Christmas which are designated holidays, may be taken at any time so long as employees have obtained prior written approval. Special holiday selection will be completed by shift supervisors upon completion of annual vacation selection but before the start of the upcoming calendar year. Once this selection is completed and approved all other special holidays may be requested on a first come, first serve basis by seniority with at least 24 hours notification prior to the day requested as long as the day requested is open. One officer, youth care worker, security officer (YIC) and maintenance employee per shift may utilize a special holiday and changes in holidays will generally be approved so long as shift manning requirements can be fully maintained. Special holidays, taken in advance of the holiday, shall be repaid in the event the employee ceases his or her employment with the Prison prior to the date of that holiday.

Professional employees shall not have designated Special Holidays; all holidays will be taken on the day that the County designates non-Union employees will be off for the holiday.

Paid time off shall be granted on the day upon which the designated holiday occurs but such time off shall be conditioned on maintaining shift manning requirements.

In order to be eligible for holiday pay, the employee must work his or her regularly scheduled full shift on the day prior to, the day of, and the day after the scheduled holiday unless a doctor's note is provided to account for the absence. For YIC employees, any sick leave taken on the employee's scheduled day before or their scheduled day after a County holiday will nullify the holiday pay for that pay period unless a doctor's note is provided to account for the absence.

ARTICLE 9 - VACATION

SECTION 1. Eligibility and allowance

(A) Permanent full-time employees shall be eligible for annual vacation leave after six (6) full months of continuous employment with the County. Full-time employees shall earn leave credits for each month in which the employee is in compensable status for a minimum of eleven (11) working days, as follows:

(1) Employees shall earn vacation leave credits at the rate of five-sixth (5/6) or .83 day per month of continuous service from the date of employment through sixty (60) months of employment, with a maximum of (10) days in any one calendar year between January 1

and December 31 (first and last pay periods of fiscal year).

(2) Employees shall earn vacation leave credits at the rate of one and one-fourth (1-1/4) or 1.25 days per month of continuous service from sixty-one (61) through one hundred and twenty (120) months of employment, with a maximum of fifteen (15) days in any one calendar year between January 1 and December 31 (first and last pay periods of fiscal year).

(3) Employees shall earn vacation leave credits at the rate of one and two-thirds (1-2/3) or 1.67 days per month of continuous service from one hundred *and* twenty-one (121) months of employment through one hundred and eighty (180) months of employment, with a maximum of twenty (20) days in any one calendar year between January 1 and December 31 (first and last pay periods of fiscal year).

(4) Employees shall earn vacation leave credits at the rate of 2.08 days per month of continuous service after one hundred and eighty (180) months of employment, with a maximum of twenty-five (25) days in any one calendar year between January 1 and December 31 (first and last pay periods of fiscal year).

(B) The rate of vacation pay shall be the employee's regular straight time rate of pay plus applicable shift differential or differential for job assignment specialties as set forth in Article 15, Section 2, Subsection (A).

(C) Choice of vacation period shall be granted where operationally possible at the time requested by the employee. 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 greater seniority (greater seniority and required skills for professional employees) shall be given his or her choice of vacation period in the event of any conflict over vacation period.

(D) Where operationally possible, an employee is not limited to taking one week period of vacation.

(E) If a holiday falls during an employee's scheduled vacation period, such holiday shall not be charged to vacation leave and the employee shall receive an additional eight (8) hours straight time pay in lieu of an additional day off with pay.

(F) Upon voluntary termination, an employee with one (1) year of continuous service shall be entitled to payment for all earned,

accumulated, and unused vacation per the following step calculation:

1) Add accrued vacation time year-to-date (current year) up to day of voluntary termination.

2) Subtract vacation time taken year-to-date (current year) up to the date of voluntary termination.

3) Add up to a maximum of twenty (20) carryover days, if applicable.

The cash equivalent is based on the employee's rate of pay at the time of voluntary termination. An employee voluntarily terminating employment shall provide the Employer with at least a two (2) week written notice; employees who fail to provide the required notice upon voluntary termination shall not receive the above-described vacation pay. Employees terminated for cause shall not be entitled to pay out of any accrued but unused vacation time.

(G) In the event of an emergency, an employee who cannot take his or her scheduled vacation due to security matters may carry over his or her unused vacation into the next calendar year.

(H) Vacation shall be selected in order of seniority, from most senior to most junior. Employees with less than 10 years of service on January 1 of the vacation year in which the vacation leave is being selected shall choose vacation leave in two (2) week periods; employees with 10 or more years of service prior to January 1 of the vacation year may select three (3) weeks of vacation. Upon the completion of the first round, a second round of vacation selections shall occur during which the employee may select in the same seniority order, any remaining vacation in block increments of one (1) week or longer. Employees may select smaller block in full day increments if the employees' remaining vacation time is less than one (1) week and such selection exhausts their vacation leave.

(I) On a calendar year basis, the Employer agrees to buy back unused vacation leave on January 1st and July 1st each calendar year under the following terms and conditions:

(1) Employees must notify the Business Office before December 1 and June 1 of each calendar year, in writing of the number of accumulated unused vacation days that they are seeking the Employer to buy back;

(2) The requested buy back must be in full day increments;

(3) The employee's total accumulated vacation leave shall be reduced by the number of days purchased by the Employer;

(4) The payout shall be at the employee's straight time rate of pay on December 31 and June 30th.

(5) The buy back for a calendar year shall be limited to a maximum of five (5) days in any calendar year.

This Section shall not be applicable to all Prison employees hired on or after January 1, 2018, and all Youth Intervention Center employees regardless of their date of hire, who shall not be eligible for vacation buyback.

(J) Yearly blocked week vacation selection must be completed between October 1st and December 1st of each calendar year. After blocked week vacation schedule is complete, any unused vacation days may be scheduled in non-blocked week increments and issued on a first come first serve basis within 24 hours prior to the day requested.

ARTICLE 10 - OVERTIME

SECTION 1. Employees shall be paid time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) consecutive hours worked, eight (8) hours in any one day or in excess of forty (40) hours in one work week.

SECTION 2. For purposes of computing overtime pay for corrections' officers and professional employees, the following shall not constitute hours worked:

(A) Sick leave

(B) Unpaid leaves of absence

(C) Meal periods

(D) Personal leave

SECTION 3. For the purposes of computing overtime pay for maintenance workers, the following shall not constitute hours worked:

(A) Sick leave

(B) Unpaid leaves of absence

(C) Meal periods

(D) Personal leave

(E) On call time

SECTION 4. For purposes of computing overtime pay for Youth Intervention Center employees, the following shall not constitute hours worked:

(A) Sick leave

(B) Unpaid Leaves of Absence

(C) Personal Leave

SECTION 5. For corrections' officers, Youth Intervention Center employees and professional employees, double time shall be paid for the seventh consecutive day worked in the work week. For maintenance workers, double time shall be paid for the seventh consecutive day worked in the work week; time worked for purposes of calculating the number of consecutive days worked shall not include on call time or call in time.

SECTION 6. Payment for overtime is to be made on the payday of the first pay period following the pay period in which the overtime is worked.

SECTION 7. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

SECTION 8. Overtime shall be scheduled in the best interest of the operation of the Lancaster County Prison. If overtime is necessary, every effort shall be made to fill overtime needs from the volunteer list. In the event that there are either no volunteers for the particular assignment or assignments or there are an insufficient number of volunteers to meet the manning needs, the least senior employee in their classification on the shift shall be ordered to work the necessary overtime. If the lack of volunteers continues for an unreasonable period of time, efforts will be made to distribute the mandatory overtime equitably in order of inverse seniority. For professional employees and Youth Intervention Center employees (youth care workers – detention – and security officers), the preceding provisions of Section 7 shall not apply and the County shall assign overtime in accordance with its operational need.

SECTION 9. Employees on the voluntary overtime list shall be selected according to a system of fairly distributing overtime. The system may be changed as mutually agreed upon by the parties. A joint committee of the Employer and the Union will be

established to develop and oversee any such system. Corrections' officers affected by the "seventh day" provision shall have the option of accepting the overtime at the standard overtime (1 ½ times pay) rate, or moving to the end of the voluntary overtime list.

SECTION 10. Employees, including Youth Care Workers (Detention) and Security Officers, shall be assigned mandatory overtime according to Attachment B.

SECTION 11. Effective January 1, 2017, professional employees shall no longer be permitted to flex their work schedules or elect compensatory time in lieu of overtime.

ARTICLE 11 - LEAVES OF ABSENCE

SECTION 1. Leaves of absence with pay shall be granted to employees upon request as noted below. The Employer will pay the differential between their pay rate and the applicable monetary stipend they receive for:

(A) Jury duty

(B) Armed Forces Reserve duty (Pennsylvania National Guard)

SECTION 2. Leaves of absence without pay shall be granted to employees upon request for the following:

(A) Maternity leave in accordance with law (paid and unpaid)

(B) Military service - in accordance with applicable statutes

(C) Union conventions - Maximum time ten (10) days; not more than four (4) Union members nor more than two (2) members off per shift - members may switch shifts to meet the two (2) off per shift limitation provided the County does not
incur additional overtime expense; the Employer must be notified at least thirty (30) days in advance

(D) Appointment or election to Union offices with the International or Council

(1) No more than one (1) year unpaid leave

(2) Upon the return of such employee, he or she shall, whenever possible, be placed on the same or equivalent job

(E) Unpaid leaves for illness up to one (1) year while doctor's orders prevent regular performance of duty.

SECTION 3. Leaves of absence may be granted upon request of an employee for any other reason agreed to mutually by the Union and the Employer.

SECTION 4. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence. However, the employee shall be entitled upon his or her return from leave of absence without pay to all service credits earned up to the date his or her leave commenced.

SECTION 5. Requests for any type of non-emergency leave to which an employee is entitled under this Agreement and which is not to exceed one (1) month shall be answered by the Employer within ten (10) days. If the requested leave is in excess of one (1) month, the request shall be answered within twenty (20) days.

SECTION 6. When a leave without pay is granted for any reason, the employee may be eligible for his or her job or an equivalent job. For Youth Intervention Center employees placed on leave without pay pending the outcome of an investigation, if the employee is cleared, they will be returned to the position and shift they had prior to the suspension.

SECTION 7. Family and Medical Leave

Employees shall be granted leaves in accordance with the Family and Medical Leave Act (FMLA) and in accordance with the County's FMLA policy, including, but not limited to, the provisions of the County policy labeled "Concurrent Use of Paid Leave."

Any disputes concerning leaves covered by both the FMLA and this Agreement shall be subject to either 1) the grievance and arbitration provisions of this Agreement, or 2) the procedure provided by law under the FMLA, but not both; the employee must advise the Employer in writing under which procedure he or she chooses to process his or her dispute when the dispute is first presented.

In applying the "Concurrent use of Paid Leave" provisions of the County policy, the following shall apply:

The County requires that eligible employees who utilize an FMLA Leave of absence concurrently utilize all paid leave for which they qualify and which is available to them. Sick leave is used first, vacation leave is used when sick leave is exhausted, and compensatory time is used last. Employees enrolled in the County of Lancaster Sick Bank may access Sick Bank pay after all other accrued time is exhausted. Upon the expiration of all available paid leave, the remaining FMLA Leave will be an unpaid leave of absence.

For employees on unpaid FMLA Leave, holidays which fall during the leave period, will not be paid. If an employee's FMLA Leave is running concurrently with any form of paid leave, and a holiday falls during such leave period, the employee will receive holiday pay in accordance with the applicable policy.

Employees granted FMLA for the care of a family member with a serious health condition shall utilize their family care leave accrual first, and then utilize their vacation leave and compensatory time, and lastly their sick leave accrual until the balance reaches ten (10) days remaining. Upon the expiration of all available paid leave, the remaining FMLA Leave will be an unpaid leave of absence.

ARTICLE 12 - BEREAVEMENT PAY

SECTION 1. Full-time employees may be granted up to four days of paid bereavement leave at the time of death of a relative based on the following schedule:

Relative	Bereavement Leave
Parent, Child, Brother, Sister, Spouse	Four days
Grandchild, Grandparent, Parent-in-Law, Son/Daughter-in-Law, any relative residing within the employee's household	Three days
Aunt, Uncle, Niece, Nephew, Brother/Sister-in-Law	Two days
Any other relative	One day

Step-relative Bereavement Leave shall follow the same time-off benefit as non-step relative category as noted above. For example: A Step- Grandparent would allow for the same 3-day Bereavement Leave as a Grandparent, a Step-Sister-in-Law would allow for the same two-day Bereavement Leave as for a Sister-in-Law. If an employee needs additional time off, he/she may request personal time or vacation time from his/her supervisor or department head. Employees who are on a continuous leave of absence (i.e., FMLA) are not entitled to Bereavement benefits.

SECTION 2. Bereavement leave shall not be chargeable to sick leave or annual leave.

SECTION 3. Bereavement leave shall be taken within 5 days of the date of death or the date of the funeral or memorial service. Payment of leave conditioned upon employee providing notice of date of death, funeral or memorial service.

ARTICLE 13 - SICK LEAVE

SECTION 1. Employees shall earn one (1) day of sick leave for each month in which the employee is in compensable status for a minimum of eleven (11) working days. The provisions of this Article shall not apply to part-time employees at the Youth Intervention Center.

Employees who retire and are eligible for voluntary or superannuation retirement benefits under the County Pension Act shall be eligible for payment of fifty percent (50%) of their total accumulated unused sick leave up to a maximum of thirty (30) days based on the employee's salary at the time of retirement. On a calendar year basis, the Employer agrees to buy back unused sick leave under the following terms and conditions:

(A) Eligible employees notify the Prison Business Office before December 1 of each calendar year in writing of the number of accumulated unused sick leave days they are selling back to the Employer; and

(B) The employee's total accumulated sick leave days shall be reduced by the number of days purchased by the Employer; and

(C) The buyback of unused sick days is at the rate of fifty percent (50%) of the employees' rate of pay on December 31; and

(D) Employees with 36 to 95 months of continuous service on December 31 may sell back accumulated unused sick days over 30 days up to a maximum of 5 days per calendar year or

(E) Employees with 96 months or more of continuous service on December 31 may sell back accumulated, unused sick days over 60 up to a maximum of 10 days per calendar year.

SECTION 2. If a holiday falls during an employee's sick leave, such holiday shall not be charged as sick leave.

SECTION 3. If, during any work week, an employee is absent from work because of injury or illness, such employee shall not be required to work on his or her scheduled day or days off when operationally possible.

SECTION 4. The Employer's Attendance Policy is attached hereto as Attachment C.

SECTION 5. The Employer at its sole discretion may grant additional sick leave over that provided in Section 1 of this Article on an individual basis.

SECTION 6. An employee may request to use up to thirty-two (32) hours of earned sick leave as personal leave per year. Requests for personal leave must be submitted in writing, not more than ten (10) calendar days, nor less than three (3) calendar days, in advance of the requested time off and approved in advance by the shift commander for corrections' officers, the Deputy Warden or their designee for professional employees or Maintenance Supervisor for maintenance workers. Youth Intervention Center employees shall make personal leave requests to the Youth Intervention Center Director, or his designee, no more than 10 calendar days, nor less than 5 calendar days, in advance of the requested time off. The applicable supervisor shall approve personal time up to a maximum of one request per the three normal shifts, per calendar day. Where personal leave time requested has been submitted and approved in advance, in accordance with this Article, it shall be considered final. When there is more than one personal leave request submitted for the same shift, none of which have previously been approved, then seniority shall determine the personal leave time request to be approved. Personal leave requests will be responded to by the applicable supervisor at the beginning of the next scheduled shift day. In the event any employee subsequent to being approved for personal leave time then rescinds their request they may do so. Management will not track nor assume responsibility for notifying any or all employees of such rescissions, but shall consider it the responsibility of the employees. Supervisors will not hold requests for future selections, but approve or disapprove as indicated above. Any personal leave time request approval beyond that set forth above shall be at the sole discretion of the Warden for corrections' officers and professional employees or the Buildings' Superintendent for maintenance workers or the Youth Intervention Center Director for YIC employees. Personal leave will not be considered hours worked for overtime purposes.

SECTION 7. Employees shall be eligible to participate in the County Sick Leave Bank as operated and maintained by the Employer who shall have the sole and exclusive right at its discretion to establish the following: 1) eligibility requirements, 2) approved use, 3) repayment conditions, 4) determine operating procedures, and 5) change or modify said procedures and requirements. None of the provisions or requirements of the Bank can be grieved under Article 19, Grievances and Arbitration.

ARTICLE 14 - ON-CALL TIME

SECTION 1. Exclusive of training time, any corrections' officer, Youth Intervention Center employee or professional employee who is called to the Prison or Youth Intervention Center from his or her home to perform work outside of his or her regularly scheduled shift shall be paid for a minimum of four hours or one and one-half (1 ½) times the hourly rate for all hours actually worked, whichever is larger.

SECTION 2. If during non-work hours an employee is required to "standby" to appear as a witness in court connected with the performance of his or her work, the employee shall be compensated at the rate of Forty-Two Dollars ($42.00) per day, provided, however, if the employee is called in to testify, they shall be paid for a minimum of two hours or actual hours worked, whichever is greater.

SECTION 3. Maintenance workers required to be on call for non-work hours during the week (defined as 12 Midnight on Monday through 11:59 p.m., on Friday) shall be paid at the rate of $80/week. Maintenance workers required to be on call for non-work hours during the weekend (defined as 12 Midnight on Saturday through 11:59 p.m., on Sunday) shall be paid at the rate of $80/weekend. Any maintenance worker who is called to the Prison from his or her home to perform work outside of his or her regularly scheduled shift shall be paid at one and one-half (1 ½) time the hourly rate for all hours actually worked. Maintenance workers who are on call shall report to the Prison within ninety (90) minutes of receiving notification from the County to report.

ARTICLE 15 - DIFFERENTIALS

SECTION 1.

(A) For 2023 through 2025, a shift differential of One Dollar ($1.00) per hour shall be paid to corrections' officers and professional employees working the 4:00 p.m. to Midnight or the Midnight to 8:00 a.m. shifts. For 2023 through 2025, a shift differential of One Dollar ($1.00) per hour shall be paid to maintenance workers working the 3:30 p.m. to 12:00 a.m. or the 11:00 p.m. to 7:30 a.m. shifts or the equivalent afternoon or overnight shifts if those hours should change. Professional employees who are regularly scheduled to work a shift any portion of which falls between the hours of 4:00 p.m. and 8:00 a.m., shall be eligible to receive shift differential for any hours actually worked from 4:00 p.m. to 8:00 a.m. Professional employees shall receive their regular rate of pay, but not shift differential, for any portion of their shift that falls outside of the hours of 4:00 p.m. to 8:00 a.m.

(B) Employees who are called in to work a shift on their scheduled day off for which a shift differential is paid shall receive, in addition to the appropriate rate for the job he or she is called in to perform, the shift differential as set forth herein for all such hours worked.

(C) For 2023 through 2025, a shift differential of One Dollar ($1.00) per hour shall be paid to Youth Care Workers (Detention) working 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m., Monday through Friday and 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m., on Saturday and Sunday.

For 2023 through 2025, a shift differential of One Dollar ($1.00) per hour shall be paid to Security Officers working 2:30 p.m. to 10:30 p.m., and 10:30 p.m. to 6:30 a.m., Monday through Friday and 6:30 a.m. to 2:30 p.m., 2:30 p.m. to 10:30 p.m., and 10:30 p.m. to 6:30 a.m., on Saturday and Sunday.

SECTION 2. Job differential

(A) Correctional officers assigned to the following regular Coordinator posts shall receive a differential in rate of pay of Ninety-Five Cents ($.95) per hour: Commitment Coordinator, Female Coordinator, Central Control 2 Coordinator, Medical Housing Unit Coordinator, Work Release Coordinator, Inmate Trustee Unit Coordinator, Control 1000 Coordinator, Control 2000 Coordinator, 2pm-10pm Commitment, Corrections Records Specialists, Corrections Supply Officers and all three shifts D-Block.

(B) Correctional officers temporarily assigned for an entire shift to a regular Coordinator post listed in Section (A) above shall be entitled to receive differential pay for such shift. Officers assigned to assist the Coordinator will not be paid a differential.

(C) Correctional officers assigned to the K-9 Corps shall receive a differential in rate of pay of Ninety-Five Cents ($.95) per hour.

(D) Correctional officers assigned to the Training Cadre shall receive a differential in rate of pay of Ninety-Five Cents ($.95) per hour. Such differential shall only be paid when the officer is officially authorized by the Employer and is actually working in such Cadre. The assignment of officers to the Training Cadre shall be at the sole discretion of the Warden.

(E) For CER Team members, the Employer agrees to pay a differential of

Ninety-Five Cents ($.95) per hour for the period the corrections' officer is actually training for the CER Team and whenever the corrections' officer is officially activated by the Employer to perform CER Team duties.

(F) Job differential pay shall be included in the overtime rate for corrections' officers eligible for overtime pay.

(G) All employees who participate in the transfer of inmates outside of the facility will be eligible to receive $1.00 per hour differential for certain duties. This is to include, but is not limited to med-runs, hospital details, and institution to institution transports and med-run post. Hospital detail will be paid for the entire portion of the shift while the officer is at the hospital. Institution transfer will be paid only during the time the officer is out conducting the transfer. The 8am-4pm Med-run post will be paid for the entire shift.

ARTICLE 16 - SENIORITY

SECTION 1. Definition – Subject to Article 16, Section 2, seniority means an employee's length of continuous service with the Employer since his or her last date of hire.

SECTION 2. Newly hired corrections officers' and maintenance workers shall serve a probationary period of ten (10) months plus the time needed to complete field training. Newly hired professional employees shall serve a probationary period of six (6) months. Newly hired Youth Intervention Center employees shall serve a probationary period of six (6) months. Probationary employees who are discharged, demoted, suspended or disciplined may process a grievance based on the foregoing only to the second step after sixty (60) days of continuous employment. In all other cases probationary employees shall not have access to the grievance and arbitration procedure. However, probationary employees shall be entitled to all other provisions of this contract including the right to join the Union and apply for dues deductions under the pertinent Article contained herein. During such probationary period the conditions imposed by the grievance procedure of Article 20 shall not be applicable to probationary employees. However, probationary employees shall share in all other benefits except as specifically abridged or excluded by this Agreement and shall be entitled to grieve actions up to Step 2 Article 19 after sixty (60) days of continuous service.

SECTION 3. Seniority Lists - Every six (6) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

SECTION 4. Breaks and Continuous Service - An employee's continuous service shall be broken by voluntary resignation, separation for just cause, retirement, and absence without leave for three (3) consecutive working days (subject to extenuating circumstances). Seniority credits and rights will be lost if there is a break in continuous service.

SECTION 5. Promotions – Vacancies, assignment to special areas, and created jobs which the County determines exist shall be posted at appropriate work locations for ten (10) calendar days prior to the filling of such vacancies. Applications for posted openings shall be submitted in writing and shall be submitted to the office designated in the job posting. In the event more than one (1) corrections' officer, youth care worker (detention) or security officer with equal skill and ability applies for the posted position the Employer shall fill the position by promoting the applicant with the longest continuous service. For professional employees, the County may post vacancies, assignment to special areas and created jobs both internally and externally; the County reserves the right to hire outside candidates for a professional employee position even if a current bargaining unit member has applied.

SECTION 6. When an employee is promoted, he or she shall be paid at the minimum rate for that position. This action shall be effective the first full pay period following the promotion. When an employee is promoted to a higher position or assigned a permanent post, his or her probationary period will consist of a sixty (60) day period. Employees promoted to a higher position or assigned a permanent post shall be permitted to return to their prior position for a period of six (6) months from the promotion or assignment. An employee may not use their decision to return to a prior position to avoid discipline.

Youth Intervention Center. Promotions within the Youth Intervention Center shall be subject to a six (6) month probationary period. In addition, employees within their probationary period for a promotion, who the County determines it is necessary to remove from that promoted position, may, in the sole discretion of the County, be returned to their prior position if that position is available. The language shall not be interpreted as requiring the County to create a position for demoted employee.

ARTICLE 17 - LABOR MANAGEMENT COMMITTEE

Labor Management committees consisting of an equal number of labor and management representatives shall be established. It shall be the duty of these committees to attempt to resolve problems dealing with implementation of this Agreement and other labor management problems that may arise.

The Employer agrees to establish a Labor Management committee to discuss various employee labor management issues which may be presented by either party. The committee will consist of four (4) members, two (2) to be selected by the Warden and the Director of the Youth Intervention Center, and two (2) by the Union. It is stipulated by the parties that items discussed at the meeting may not become the subject of grievances or arbitration. The object of the meeting would be to entertain frank and open discussion on current employee relations issues.

ARTICLE 18 - NON-DISCRIMINATION

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

ARTICLE 19 - GRIEVANCES AND ARBITRATION

SECTION 1.

(A) Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

(B) A public employee may process his or her grievance through either the Local Agency Law or this contract grievance procedure but not both. If an appeal is filed under the Local Agency Law while proceedings are taking place under the contract grievance procedure, then the contract grievance procedure shall cease and shall not be permitted to be reinstituted. If an appeal is filed under the Local Agency Law, the employee shall not be entitled to institute proceedings under the contract grievance procedure, all rights to do so being freely waived by the employee's exercise of his or her rights under the Local Agency Law. In the event the employee elects to process a grievance under the contract grievance procedure, he or she thereby waives any and all rights under the Local Agency Law.

Step 1. The aggrieved employee with the Steward must present the grievance to the Major (for corrections' officers) or the Deputy Warden of Treatment (for professional employees) or Buildings' Superintendent (for maintenance workers), or the Director of the Youth Intervention Center, or his designee (for youth care workers – detention – and security officers) in writing, fifteen (15) calendar days after knowledge of the grievance or reason for the grievance has occurred.

No grievance shall be processed unless presented in writing within fifteen (15) calendar days of the event being grieved.

If a satisfactory settlement is not effected with the Major, or Deputy Warden for Treatment or Buildings' Superintendent or the Director of the Youth Intervention Center, or his designee within ten (10) calendar days of the individual grievance, the Chief Steward or his or her designee and employee shall submit such grievance in writing to Step 2 within ten (10) calendar days of the Major or Deputy Warden for Treatment or Building Superintendent's response.

Step 2. The Chief Steward or his or her designee shall take the matter up with the Warden (for corrections' officers and professional employees) or Director of Facilities Management (for maintenance workers) or the Director of the Youth Intervention Center, or his designee (for youth care workers – detention – and security officers). The Warden or Director shall render a written decision within ten (10) calendar days after the grievance is presented to him or her in writing.

Step 3. If the Union is dissatisfied with the Step 2 decision, the Union has ten (10) calendar days subsequent to the receipt of this Step 2 response to appeal to the County Director of Human Resources. The Director of Human Resources shall meet with the Union representative and the grievant in an attempt to resolve this matter within fifteen (15) calendar days of the receipt of the written appeal. The Director of Human Resources shall render a written decision within fifteen (15) calendar days of this meeting. In the event that the Union is dissatisfied with the Director of Human Resources' response it has ten (10) calendar days to make a written request for binding arbitration.

After the Pennsylvania State Bureau of Mediation submits a list of arbitrators, all of whom shall be members of the National Academy of Arbitrators, to the Employer and the Union, they shall reply with their preferred selections in accordance with the rules of the Pennsylvania State Bureau of Mediation. The expense of the arbitrator selected or appointed shall be borne equally by the Employer and the Union. The arbitrator shall be requested to issue his or her decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

SECTION 2. All of the time limits contained in this Article may be extended by mutual agreement of the employee, the Union and the Employer or their representative. Granting of any extension at any step shall not be deemed to establish precedent.

SECTION 3. Time is of the essence under this grievance procedure.

SECTION 4. Employees selected by the Union to act on union matters shall be

known as "Stewards." The names of employees selected as Chief Steward and Stewards as well as their alternates, and the area they represent, and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union upon their appointment or election.

SECTION 5. Upon prior notification a duly authorized representative of the Union shall be admitted on the Employer's premises for a reasonable time and in non-security areas for the purpose of assisting in the adjustment of grievances. Such visits shall be conditioned on their not interfering with, hampering or obstructing normal operations and security. Prior to entering the Employer's premises, the Union representative shall contact the Warden or the Deputy Warden and state the purpose and nature of the visit. The Employer shall be notified of the visit at least one (1) working day in advance, whenever practical.

Union Stewards and the Union representatives shall be permitted reasonable time to investigate and discuss grievances during working hours on the Employer's premises. The Steward shall notify the Warden, Director of Facilities Management, or his or her immediate supervisor of his or her intent to process such grievances.

ARTICLE 20 - DEMOTION, SUSPENSION, WRITTEN REPRIMAND, DISCHARGE

SECTION 1. Employees may not be demoted, suspended, reprimanded in writing or discharged except for just and sufficient cause, it being understood and agreed that such action is grievable beginning at Step 2 of the grievance procedure.

SECTION 2. Any action taken by the Employer under Section 1 of this Article shall be taken no more than twelve (12) days after the date upon which the employee conference is held.

SECTION 3. The employee and the Union shall be notified in writing of any action taken under Section 1 above within twenty-four (24) hours.

SECTION 4. The Employer will make every attempt to discipline employees in such a manner so as not to embarrass the employee.

SECTION 5. Prior to taking action under Section 1 of this Article the Employer will provide the employee with the right to be represented by the Union and present witnesses and testimony in his or her own behalf. The Union shall receive prior notification of this meeting if reasonable under the circumstances.

SECTION 6. Reprimands and disciplinary notices issued on the day of or after the signing of this Agreement will remain in an employee's personnel file for a period of

24 months, at which time they shall be removed provided that within said period of time reprimands or disciplinary notices, including suspensions have not been given to the employee.

SECTION 7. The parties agree that the County is bound and must comply with the provisions of the Prison Rape Elimination Act (PREA), as amended, and that in any conflict between the provisions of PREA and the within bargaining agreement, PREA shall control.

ARTICLE 21 - GENERAL PROVISIONS

SECTION 1. The Employer agrees to provide a bulletin board for use by union membership.

SECTION 2. Locker room facilities shall be provided.

SECTION 3. When an employee is required to attend a meeting or in-house training session scheduled outside the employee's normal workday, the employee shall be paid his or her regular rate of pay and such time will be considered hours worked for overtime purposes.

SECTION 4. Absent an emergency, no employee will transport or carry in his or her vehicle any inmate confined to the Prison.

SECTION 5. The Employer agrees to continue its current bonding and insurance coverage of all employees.

SECTION 6. A copy of any change in work rules shall be posted on the lineup room bulletin board for corrections' officer, or in the maintenance shop for maintenance workers or the Supervisors' binder for youth care workers (detention) and security officers for a period of not less than 10 days. A copy of the notice shall be given to the Chief Steward. This memo shall be numbered by management.

SECTION 7. A safety committee shall be appointed with equal representation of the administration and the Union. The purpose of this committee shall be to make safety recommendations to the Warden.

SECTION 8. Any employee who is required to utilize his or her own vehicle in the performance of his or her work shall be reimbursed at the current rate except when he or she is paid training pay.

SECTION 9. All personnel files maintained by the Employer shall be made available to an employee upon his or her written request to the Director of Human Resources.

If the Union Steward wishes to see an employee's personnel file, he or she may do so, only with the employee's written permission each time the Steward makes such a request.

SECTION 10. The issue of sufficient security while transporting inmates outside the Prison shall be a proper subject for the Labor Management Meet and Discuss sessions.

SECTION 11. Reasonable use of County-owned telephones with outside access for emergency calls shall be permitted. Employees shall not be permitted to use personal cellular telephones or other personally owned electronic communication devices while on duty and in paid status.

SECTION 12. For corrections' officers and maintenance workers, uniforms and their maintenance shall be provided by the Employer. In addition, each corrections' officer will be supplied with either names imprinted on their shirt or one nameplate and one badge. In addition, foul weather gear shall be maintained at the Prison for correctional officers assigned outside duty. Maintenance employees will be provided foul weather gear for outside duties, and will have names imprinted on their shirts or one nameplate. Professional employees shall not be required to wear uniforms, nor shall the County be obligated to provide uniforms to these employees.

For Youth Intervention Center employees, the County will provide all employees with three (3) t-shirts and one (1) sweatshirt at hire. When in the sole determination of the County, a t-shirt or sweatshirt requires replacement, the County will provide the employee with the additional item at no cost. The employee shall return the worn item to the County. The County shall provide one (1) t-shirt per year in exchange for the oldest shirt issued to Youth Intervention Center employees.

The County agrees to pay a laundry allowance of $250 per contract year for each officer to be paid in the 1st pay period in February of each year. Reporting to work in an unclean uniform may result in disciplinary action. A joint committee will evaluate uniform replacement claims but that the Warden makes the final decisions when the committee is not in agreement. Probationary employees are not entitled to the laundry allowance. The laundry allowance shall not be applicable to Youth Intervention Center employees.

SECTION 13. The Employer agrees to Meet and Discuss with the Union any change in job descriptions or classifications.

SECTION 14. When an employee is required to attend an extended training session outside of Lancaster County, the employee shall be eligible for reimbursement of

mileage to his or her home, at the current rate, based on one round trip per week.

SECTION 15. The Employer shall provide all ammunition used at the range for firearms training required by the Prison, practice or qualification.

SECTION 16. References in this Agreement to the first and last pay periods of the fiscal year shall mean the first full pay period commencing on or before January 1st of each year and the last full pay period ending on or before December 31st of each year.

SECTION 17. This Agreement supersedes and replaces all prior employment contracts and agreements. The Employer is obligated to provide only the benefits specifically set forth in this Agreement, subject to the provisions set forth in the second paragraph. Any benefit or practice not specifically addressed herein shall be deemed a matter of County policy which may be altered at the Employer's discretion.

The Employer agrees that for the duration of this Agreement, this section will not be used to alter or negate the type of level of benefits currently provided to retired employees.

SECTION 18. The K-9 Handler will be compensated with 1 hour pay each day, regardless of whether the handler is on duty or off duty. The parties agree that this is appropriate compensation for the time that the dog spends at the handler's home, i.e. bathing, brushing, exercising, feeding, grooming, training, cleaning the kennel, administering drugs/or transporting the dog to and from an animal hospital or veterinarian. The parties further agree that this hour of compensation constitutes "hours worked" for purposes of calculating overtime.

SECTION 19. The County will cover any cost for clearances necessary for employees (*i.e.*, FBI, ChildLine, PA State Police, *etc.*). The County will maintain the original documents and will provide copies upon request from the employee for whom the clearances were obtained.

SECTION 20. Part-time employees at the Youth Intervention Center shall be eligible for only those contractual benefits that were applicable to such employees on August 1, 2018.

SECTION 21. The County and the Union agree to form a committee composed of two (2) representatives of the Union and two (2) representatives of the County to discuss scheduling relief at the Youth Intervention Center. Any committee recommendation shall be nonbinding on the County.

SECTION 22. Bargaining Unit employees shall be eligible to receive a $500 referral

bonus for each new employee who: (1) the current bargaining unit employee refers to the County for employment; (2) is hired by the County to a bargaining unit position; and (3) successfully completes 180 days employment with the County in a bargaining unit position. In order to be eligible for payment of the bonus, the current employee must provide written notice to Human Resources of the prospective employee's name, which notice must be received by Human Resources prior to the County hiring the prospective employee. The provisions of the within Section shall automatically expire on December 31, 2023.

SECTION 23. Corrections' officers who are twenty (20) or more weeks pregnant will, upon request, be permitted to change their regular post to a non-coordinator control room, lobby assignment or other similar post. An officer requesting this accommodation shall provide the County with a doctor's note confirming the request for the duration of the pregnancy and providing a start date for the accommodation.

ARTICLE 22 - INSURANCE AND RETIREMENT

SECTION 1. Full-time employees shall be eligible for the following life insurance:

- After 30 days of employment, the Employer shall provide a group life insurance policy in an amount equal to the employee's annual salary rounded up to the next highest thousand.
- After 5 years of continuous full-time employment, the Employer shall provide a group life insurance policy in an amount equal to 1 ½ times the employee's annual salary rounded up the next highest thousand.
- After 10 years of continuous full-time employment, the Employer shall provide a group life insurance policy in an amount equal to 2 times the employee's annual salary rounded up to the next highest thousand.
- In accordance with County policy, the employee shall have the option to purchase dependent and supplemental employee life insurance, provided it is made available by the insurance carrier, and under the same terms and conditions as generally offered to other County employees.
- In accordance with County policy, the employee shall have the option to purchase disability insurance, provided it is made available by the insurance carrier, and under the same terms and conditions as generally offered to other County employees.

SECTION 2. All employees who work more than one thousand (1,000) hours per

year must be members of the Lancaster County Employees Retirement System. Provisions for this retirement system are set forth in the "New County Pension Law," effective September 1, 1971. As of January 1, 1977, all new employees shall be required to join the 1/80th class. The employee's contribution is at the minimum rate established by the County of Lancaster Retirement Board for the 1/80th class.

SECTION 3. After thirty days of employment each full-time employee and their dependents shall be provided the same choice of medical, hospitalization and prescription benefit coverage as is currently offered to County employees who are not in any bargaining unit. In the event the County changes plans during the term of this Agreement, the new plans shall provide benefits that are reasonably comparable to the current plans.

The Employer may change the co-pay amounts for certain services (for example, office visits, prescriptions) to the same rate as other County employees (excluding other bargaining unit members).

(A) Employees participating in the County's medical insurance program will pay a bi-weekly cost share for the available plan option(s) equal to the amounts paid by non-bargaining unit employees. The cost share amounts will be set on an annual basis.

Employee cost sharing will be capped at 6% of the total cost of coverage (total premium) for the benefit level selected, plus applicable spousal surcharges. The cost share amounts will be set on an annual basis, as set forth in the County's Annual Overview of Benefits.

For the term of the 2023 – 2025 contract only, the deductible amounts shall be as follows:

Individual Coverage (participating providers):	$1,500 deductible
Family Coverage (participating providers):	$3,000 deductible
Individual Coverage (nonparticipating providers):	$3,000 deductible
Family Coverage (nonparticipating providers):	$6,000 deductible

The freeze on deductible amounts set forth in the contract shall expire on the later of December 31, 2025, or the date upon which a successor collective bargaining agreement is entered into as a result of negotiations or an interest arbitration.

(B) If the spouse of an employee hired on or before January 1, 2023, is eligible

for coverage under his or her employer's health care plan, the spouse shall be required to: (1) enroll in such plan or (2) contribute $2,000 per year to retain coverage for the spouse under the County's plan. The spousal surcharge option shall be eliminated for employees hired on or after January 1, 2023. Spouses of employees hired on or after January 1, 2023, who have coverage available under his or her employer's health care plan, shall be required to enroll in such plan in the same manner as non-bargaining unit employees.

(C) Employees eligible for insurance coverage through the Employer may exchange their medical insurance, providing they have proof of coverage elsewhere, for a monetary reimbursement. Employees may elect this option during an annual open enrollment period established by the Employer. The exchange payments will be offered as a taxable, lump sum payment. The exchange payment for employees in their first year of employment shall be pro-rated in accordance with the employee's hire date.

(D) Employees exchanging family coverage (no coverage for employee and dependent during the exchange year) shall receive $1000 per year.

(E) Employees exchanging dependent coverage (employee coverage only during the exchange year) will receive $300 per year.

(F) An employee must be active and on the payroll during the payroll period when the payment is made. Employees who are not active or who are not on the payroll will be ineligible for such payment.

(G) The parties shall form a health care committee to periodically review health, vision and dental coverage options and benefit administration issues.

(H) NON-TOBACCO USE INCENTIVE

$0 – Single tobacco user

$0 – Family tobacco users

$400 – single non-tobacco user

$800 – family non-tobacco user

Employer contributions will be made as a minimum contribution into the employees HSA. If non-bargaining unit county employees receive higher contribution amounts, the correctional and professional employees will

receive those contributions instead. Single and/or Family tobacco users shall not be entitled to any of the contributions set forth herein.

SECTION 4. Full-time employees, after one year of continuous service, shall be eligible for a dental/vision program provided through AFSCME Health and Welfare Fund. Benefits shall be in accordance with those established by the Fund. The Employer shall pay Three Hundred Seventy-Five Dollars ($375) per year toward the annual premium for each eligible employee. The employee cost share for 2018 through the length of the contract shall be Fifteen Dollars and Seventy-five Cents ($15.75) per month.

If the Fund determines that an increase to the employee premium share is necessary, it shall notify the Employer in writing and the Employer shall increase the deduction rate as expeditiously as possible.

SECTION 5. If any provisions of the Public Law 111-148, the *Patient Protection and Affordable Care Act* impacts the healthcare coverage that the County provides, whether through a per-head tax, additional fees, required additional benefits, or in other areas, either party may request to re-open this Agreement, solely on the issue of health care and the effect of the *Patient Protection and Affordable Care Act* thereupon.

ARTICLE 23 – WAGES AND LONGEVITY

SECTION 1. Salary-New Hires

(A) The starting rate as of January 1st of each year for all new bargaining unit employees at the Prison will be as follows:

2023 - $25.50 per hour

2024 - $27.50 per hour

2025 - $29.50 per hour

(B) The starting rate for Youth Care Workers (Detention) at the Youth Intervention Center shall be as follows:

January 1, 2023:	$23.64/hour
January 1, 2024:	$25.64/hour

January 1, 2025: $27.64/hour

(C) The starting rate for Security Officers at the Youth Intervention Center shall be as follows:

January 1, 2023: $19.91/hour

January 1, 2024: $21.91/hour

January 1, 2025: $23.91/hour

SECTION 2. Salary-Current Employees

(A) Except as provided herein, all employees at the Prison shall receive a general pay increase as set forth below:

January 1, 2023 - $2.50 per hour

January 1, 2024 - $2.00 per hour

January 1, 2025 - $2.00 per hour

(B) Youth Care Workers (Detention) at the Youth Intervention Center shall receive a general pay increase as set forth below:

January 1, 2023 - $2.50 per hour

January 1, 2024 - $2.00 per hour

January 1, 2025 - $2.00 per hour

(C) Security Officers at the Youth Intervention Center shall receive a general pay increase as set forth below:

January 1, 2023 - $2.50 per hour

January 1, 2024 - $2.00 per hour

January 1, 2025 - $2.00 per hour

SECTION 3. The Employer agrees to remedy any leap-frogging issues with regards to employee pay raises. The County and the Union agree that no grievances shall emanate from the provisions of the within Section 3 as a result of the 2019

retroactive wage increases for Youth Intervention Center employees.

SECTION 4. The employer agrees to pay employees Longevity according to the scale:

At least five (5) years of service in the bargaining unit - $500 per year

At least ten (10) years of service in the bargaining unit - $750 per year

At least fifteen (15) years of service in the bargaining unit - $1000 per year

Longevity payments shall not be cumulative and shall be limited to the dollar amount for a particular year (i.e. an employee with at least 5 years of service up to and including 9 years of service in the bargaining unit will receive a flat $500 per year; an employee with at least ten years of service up to and including 14 years of service in the bargaining unit will receive a flat $750 per year, etc.)

SECTION 5. Employees must be employed by the County and be members of the bargaining unit on the effective date of the wage increases to receive such increase.

SECTION 7. Youth Care Workers (Detention) who voluntarily or involuntarily move to the position of Security Officer shall have their rate of pay decreased by 5% from their then current rate, or the minimum starting rate, whichever is greater. Security Officers who voluntarily or involuntarily move to the position of Youth Care Worker (Detention) shall have their rate of pay increased by 5% form their then current rate.

ARTICLE 24 - TUITION REIMBURSEMENT

Full-time employees shall be eligible for tuition reimbursement in accordance with the County's Tuition Reimbursement and Aid Policy and shall be subject to the procedures and requirements of the policy, including any repayment provisions.

ARTICLE 25 - SUCCESSORS

This Agreement shall be binding upon the parties hereto, and the heirs, executors, administrators, successors and assigns of each.

ARTICLE 26 - SUBCONTRACTING

The Union agrees that the Employer has the right to subcontract all or any portion of its food service and management work, including those functions performed by bargaining unit members. The Union further agrees that the Employer may exercise

this right unilaterally and without further negotiations.

The Union agrees that the Employer has the right to cease providing food service, maintenance and management work to the jail and that the Employer has the right to subcontract all or any portion of its food service, maintenance and management work, including those functions performed by the bargaining unit members. The Union further agrees that the Employer may exercise this right unilaterally and without further negotiations as to its decision to cease providing food service, maintenance and management work to the jail. The parties agree to effects bargaining related to severance discussions.

The Parties agree that the three (3) current maintenance workers in the bargaining unit employed at the Prison as of January 1, 2016, shall be permitted to retain their positions until they are vacated by the employee's voluntary movement to another position outside the bargaining unit, resignation, retirement or termination for just cause.

The Union further agrees that from time to time a project may arise that requires the Employer to subcontract work that cannot be performed by the bargaining unit maintenance workers. In that case, the Employer shall have the sole right to contract out for services by utilizing other non-bargaining unit employees or private contractors where:

1. The Employer determines that the work or project requires expertise not possessed by the bargaining unit maintenance workers.

2. The Employer determines that the work or project requires equipment that the Employer does not own or have access to.

3. The Employer determines that the bargaining unit maintenance workers cannot complete the work or project within the time frame required by the Employer's operational needs.

4. The Employer determines the bargaining unit maintenance workers cannot perform the work at a cost equal to or less than a private sector contractor. The Employer shall provide the Union with a bid summary that contains the name of the firm(s) submitting a bid and/or response to a request for proposals; provided, however, the Employer shall have sole and exclusive authority and right to determine the award of said bid to the lowest and best respondent.

5. The Employer determines that the work or project requires attention on an emergency basis.

6. The Employer determines that the work or project requires work to be performed by an entity or person other than the County's maintenance workers due to warranty requirements or the terms of a service agreement.

ARTICLE 27 - DRUG AND ALCOHOL FREE WORKPLACE

Purpose: Lancaster County Government is committed to providing an environment that ensures the well-being and safety of the County's employees, visitors, and clients, protects County and employee property, and prohibits any influences that might have a detrimental effect upon the orderly, safe, and efficient operation of the County. The intent of the following policy is to prevent the hiring and/or continued employment of persons who, due to the active use of alcohol, illegal drugs, controlled substances, or misuse of legal drugs may harm themselves or others, or cause damage to property.

Scope: This policy applies to all County employees and elected officials and applies whenever an employee is representing or conducting business for the County. Therefore, this policy applies during all working hours, whenever conducting business, representing, or acting on behalf of the County or while on call. Compliance with this policy is considered to be a condition of employment and violation of this Policy may result in discipline, up to and including termination of employment.

Policy: It is a violation of policy to use, possess, manufacture, sell, trade, offer for sale or be under the influence of illegal drugs, controlled substances, or alcohol.

Employees may not report to work impaired by or under the influence of alcohol, illegal drugs, controlled substances, or any combination of substances.

Under certain circumstances as detailed later in this policy, employees may be directed to complete a drug and/or alcohol test. If an employee does not comply with the employers' request for drug and/or alcohol testing, or attempts to tamper with testing, the employee may be suspended without pay pending completion of an investigation.

If an applicant refuses to comply with the Drug and Alcohol Testing Policy, he/she will not be eligible for employment for one year. Applicants who fail their pre-employment drug test are not eligible for employment for one year.

Definitions

Illegal Drugs and Controlled Substances: Any drug or substance that is illegal under federal or state law, as well as those substances which though legally obtainable have been illegally obtained and/or are being misused (i.e., prescribed

drugs which are not being used for the prescribed purpose or in the prescribed manner, including amphetamines and barbiturates). Examples of illegal drugs include cocaine, "crack", marijuana, heroin, designer drugs, phencyclidine (PCP), hallucinogens, methamphetamines/amphetamines, and other narcotics. Controlled substances shall also include marijuana obtained for medicinal purposes, even if legally obtained in accordance with state law.

Under the Influence: The employee is affected by alcohol, illegal drugs or controlled substances, or the combination of these, in any detectable manner. This may be established by professional opinion, a scientifically valid test, or, in some cases by observation of impairment of physical or mental ability. Normally, any positive test for illegal drugs or controlled substances will serve to establish that the employee is under the influence. However, with respect to medicinal marijuana, an employee is under the influence if there is an observation of impairment coupled with a scientifically valid test deemed positive.

Impairment: Can be physical or mental and consists of behavior, including, but not limited to: drowsiness, sleepiness or sleeping, slurred and/or incoherent speech, unusually aggressive behavior, unusually depressive behavior, unusual and rapid changes in mood, disorientation or inability to concentrate, lack of coordination in walking or performing other tasks.

Drug and/or Alcohol Test: Any evaluation used to detect the presence of illegal drugs, controlled substances and/or alcohol in an individual's system.

Safety Sensitive Positions: Those positions involving: operation of a commercial motor vehicle and/or that requires a commercial driver's license; the handling of firearms; exposure to firearms; the handling of or exposure to narcotics; contact with inmates, detainees or other individuals considered to be in the custody of the County; the handling of any chemical that requires a federal, state or other permit or license; operation of heavy equipment; emergency response (i.e. 911 operators and Emergency Management employees); any tasks deemed by the County to be life threatening or potentially life threatening to the employee or others; and the performance of any duty or task which, if performed improperly, could result in harm to the employee and/or others. The County reserves the right to determine which positions qualify as "safety sensitive positions."

Medical Marijuana: Marijuana that is obtained in accordance with a state medical marijuana program. Any employee who tests positive for THC/marijuana metabolites, and alleges use of medical marijuana, will be asked to produce his/her medical marijuana certification/ID card. If the employee does not have a card or cannot produce a card, the positive test shall be sufficient to demonstrate that the employee

is in violation of this policy.

Processes

Pre-Employment Test

Offers of employment for safety sensitive positions will be contingent upon the satisfactory results of a pre-employment drug test. Exceptions may be made for applicants who test positive for marijuana and who are certified to use medical marijuana under state law.

Reasonable Suspicion/For-Cause Test

The County may request an employee, as a condition of his/her employment, to undergo a drug and/or alcohol test, if the County reasonably believes that the employee may have violated the Drug and Alcohol policy. Such reasonable belief is at the discretion of County management may be based on, but not limited to, the following factors:

1) Observable phenomena while at work, such as direct observation of illegal drug, controlled substance and/or alcohol use, or of the physical symptoms or manifestations of being under the influence of illegal drugs, controlled substances and/or alcohol;

2) Signs of impairment, abnormal conduct, or erratic behavior while at work, or a significant deterioration in work performance;

3) A reliable report of drug and/or alcohol use or that the employee has or may have violated the County's Drug and Alcohol policy, or that Drug and Alcohol policy violations have or may have occurred in a department at the County in which the employee works;

4) Evidence that an individual has tampered with a drug and/or alcohol test; or

5) Evidence that an employee has used, possessed, sold, purchased, solicited, or transferred illegal drugs, controlled substances and/or alcohol while working or while on County property.

Post-Accident Test

When any employee has been involved in a work-related accident or unsafe practice during work hours, or while performing County business that (1) requires the employee or another to receive professional medical care, (2) results in a fatality or

(3) results in property damage or lost time over and above $2,500, the employee may be required to submit to a drug and/or alcohol test. However, in cases where it is clear that the employee did not cause and could not have avoided the accident, testing will not be performed.

For testing under this Post-Accident Test Policy, the supervisor must obtain consent from the employee prior to the test by completing a Reasonable Suspicion Post Accident Consent Form. A County representative in a supervisory position shall escort an employee being tested for cause to the designated testing facility unless the test is to be conducted by a medical facility in connection with the employee's own emergency medical treatment following an accident or unsafe practice. Please consult the employee website for documents and details relating to hours and locations of testing facilities. After testing is complete, the employee shall be driven home to ensure his/her safety. The employee shall be placed on Administrative Leave pending test results.

Although a test must generally be conducted immediately after an accident or unsafe practice, under no circumstances should this requirement interfere with or delay necessary emergency medical care for the employee, or other law enforcement needs. In the event that an employee is so seriously injured that he or she cannot provide a specimen at the time of the accident, the employee must provide necessary authorization to the County to obtain hospital records or other documents that may indicate whether drugs or alcohol were present in the employee's system at the time of the accident.

When a drug/alcohol test is deemed necessary per County of Lancaster Policy and the time of day is after hours for the testing facilities, the employee must be taken for testing the next morning to the earliest open testing facility.

Prescription Medication and Legal Drugs

There are numerous over-the-counter and prescription drugs that may negatively impact safe work performance. Therefore, employees are expected to consult with their personal physician or other health care professional to determine if use of such medication will have any potential negative impact on safe job performance. Employees are expected to manage potential impairment due to the legitimate use of medications so that work performance is not affected.

If an employee in a safety sensitive position is taking a prescription or over-the-counter drug that is known or advertised as possibly affecting or impairing judgment, coordination or other senses or that may adversely affect the employee's physical or mental ability to perform work in a safe and productive manner (i.e. medical

marijuana, prescription opiates, prescription amphetamines, etc.), the employee must obtain written certification from his/her healthcare provider or pharmacist that the drug will not interfere with safe and productive job performance. This certification should be maintained by the employee and should not be provided to the County, except upon request. However, if the healthcare provider or pharmacist suggests work restrictions, those restrictions must immediately be made known to County Human Resources.

Discipline

As employee who (1) refuses to submit to a drug and/or alcohol test in accordance with this provisions of this policy, or (2) refuses to fill our and sign the written consent form agreement to submit to the testing and permitting the County to be apprised of the testing results (Consent Form), or (3) tampers or attempts to tamper with drug and/or alcohol testing may be disciplined, up to and including termination of employment.

An employee who is determined, because of a drug and/or alcohol test to be under the influence of or to have used illegal drugs, controlled substances and/or alcohol in violation of the County's Drug and Alcohol Policy will be subject to disciplinary action, up to and including termination of employment.

Drug & Alcohol Forms/Documents

- ✓ **Employee Assistance Program**
- ✓ **Drug Screen Reporting Form**
- ✓ **Occupational Medical Referral Form**
- ✓ **Safety Sensitive and Security Positions Release Form**

ARTICLE 28 - TERM OF THIS AGREEMENT

The term of this Agreement shall be for three (3) years, commencing January 1, 2023, and ending December 31, 2025. The provisions set forth herein shall constitute the complete agreement on all issues between the parties. Each employee shall be provided with a copy of the Agreement by the Employer.

ARTICLE 29 – SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision, upon the issuance of such a decision and the remaining portions of this Agreement shall remain in effect

Signature page

For the County of Lancaster

Ray D Agostino, Chairman

Joshua G. Parsons, Vice Chairman

John B. Trescot, Commissioner

For AFSCME

Niesha McGill
District council 89 staff rep.

Marcus Jones

Maria Rodriguez

Michael Spotts

William Pennypacker McCusker

Timothy Ferstler

Attachment A

INTENTIONALLY OMITTED

Attachment B
Mandatory Overtime

The Employer agrees to sit down and discuss with the Union in order to clarify and modernize this section.

If overtime is necessary, every attempt will be made to fill overtime needs from the volunteer list. In the event that there are either no volunteers for the particular assignment or assignments or there are an insufficient number of volunteers to meet the manning level needs, the least senior officer on the shift shall be ordered to work the necessary overtime.

The order of selection for mandatory overtime shall be from the least senior officer to the most senior officer of the shift on duty.

Any officer who is assigned overtime by virtue of the mandatory list may discharge his or her obligation by working the assigned overtime or by soliciting and securing his or her own replacement from the shift he or she is working.

Any officer discharging his or her own mandatory obligation by securing another officer to work his or her mandatory overtime will discharge his or her own obligation only. The replacement officer will still be subjected to mandatory overtime in the future if his or her name comes up.

If mandatory overtime is implemented and an officer is required to work, it is understood that the supervisors will continue their attempt to find a replacement officer by calling off-duty personnel up to 4 hours.

The Employer will maintain a mandatory overtime roster. The roster will be updated by placing any officers assigned to mandatory overtime at the end of the list in the order the officers were assigned mandatory overtime and by adding new officers to the beginning of the list as they successfully completed their basic training.

An employee who has pre-approved leave, including regular days off and weekends in conjunction to the leave, will be considered exempt from mandatory overtime at the end of his or her normally scheduled work shift occurring prior to the pre-approved leave. An employee who is on pre-approved leave will be considered exempt from mandatory overtime while on the pre-approved leave up until his or her second normal shift of duty begins following the pre-approved leave. All pre-approved leave falls under this section and includes vacation leave, personal leave, military leave, long term pre-approved sick leave (e.g. hospitalization) or maternity leave, bereavement leave, and holiday leave.

For example:

An employee's normal workweek is Monday through Friday, 8 a.m. to 4 p.m. shift with Saturday and Sunday off. He or she is pre-approved for vacation on Monday and Tuesday. The employee cannot be mandated after 4 p.m. on Friday before his or her pre-approved leave nor before 8 a.m. on the Wednesday of his or her scheduled return to work.

Where there is no pre-approved leave involved, an employee can be mandated on his or her days off.

Where an employee is working voluntary overtime, he or she will be exempt from mandatory overtime for the next shift.

An employee is allowed one "excused from mandatory overtime" in a month. Once the "excused from mandatory overtime" is utilized, the employee's name will be moved to the bottom of the mandatory list as if the shift was worked. The provisions of the within paragraph, only, shall not be applicable to Youth Intervention Center employees.

Attachment C
Attendance Policy



POLICY STATMENT
County of Lancaster, Pennsylvania - Prison

Policy Subject: ATTENDANCE POLICY		**Policy Number:** 588-6R1
Date of Issue: **Original date: 1/27/87** **Revised date: 10/15/2012**	**Authority:**	**Effective Date:10/15/2012**

I. Authority

PA. Code Title 37

II. Purpose

It is vital to the prison mission for all employees to have reliable attendance. Absenteeism negatively impacts the administration's ability to effectively provide vital prison information and impacts efficient prison operations. The purpose of this policy is to establish guidelines for the handling of absences and to enforce the need for employees to report to work to maintain efficient, effective operations within the prison.

III. Applicability

The Attendance Policy shall apply to all correctional officers. Employees utilizing approved leave programs (FMLA, Extended Medical Leave, and Military Leave) shall not be subject to discipline for use of approved leave time unless there is evidence of abuse.

IV. Policy

The Lancaster County Prison operates on a 24-hour basis and therefore attendance is essential to meet coverage needs.

A. Sick Leave

1) Excessive absenteeism is defined as an employee that has called out sick more than eight (8) occurrences in a rolling twelve (12) month period.

2) An occurrence shall is defined as:

- a partial or single day of sick leave. Employees who furnish notice from a physician of a pre-scheduled appointment within 72 hours of the start of the shift that the appointment is scheduled and have accrued sick leave to cover the absence shall not have the leave count as an occurrence.

- two or more scheduled consecutive work days of sick leave where a doctor's note is provided upon return to duty.

  **In order to be eligible for holiday pay, the employee must work his regularly scheduled full shift on the day prior to, the day of, and the day after the scheduled holiday.*

3) For multiple (more than one) consecutive sick leave days to be counted as a single occurrence, the employee must submit a doctor's note upon return to duty, otherwise each individual day taken for sick leave shall be counted as a separate occurrence.
4) When an employee has reached eight occurrences of sick leave in a rolling calendar year, the employee shall be required to submit doctor's notes for all future sick leaves taken until such time as the employee's occurrences fall below eight in the rolling calendar year. Doctor's notes must be submitted upon return to duty. Absences related to approved FMLA, approved Extended Medical Leaves, or Military Leave shall not be tabulated for this purpose.
5) Employees who have reached eight occurrences in a rolling calendar year shall receive a "Corrective Counseling" which shall inform the employee of their status of accumulating eight occurrences in a rolling one year period and the requirement of submitting doctors notes for all future sick leave absences until such time the employees occurrences fall below eight in a rolling year period. Employees who have been issued a "Corrective Counseling" who do not submit doctor's notes upon return to work shall be subject to additional discipline using the same progression as noted below in section 6. Once the occurrences fall below eight in the rolling year, the discipline cycle resets and should the employee again exceeds eight occurrences in a rolling calendar year the progression begins with a "Corrective Counseling". Employees receiving "Corrective Counseling" shall be reminded of the County FMLA policy.
6) Employees who have received a "Corrective Counseling" and accrue additional occurrences in the rolling calendar year (i.e. 9^{th},10^{th}, 11^{th}, 12^{th}...occurrences) shall be subject to progressive discipline for each additional occurrence following the following progression:

   i. Verbal Warning
   ii. Written Warning
   iii. Suspension 1-day
   iv. Suspension 3-day
   v. Suspension 5-day
   vi. Termination of Employment

B. Unauthorized Unpaid Leave

The County of Lancaster provides employees paid sick leave that includes unlimited maximum accrual. In addition, employees may qualify for Family Medical Leave and/or Extended Medical Leave. Employees who are on approved leaves of absence shall not be disciplined for absenteeism unless there is evidence of abuse. Employees not on an approved leave of absence who exhaust their sick leave but call out sick

shall be subject to discipline for unauthorized unpaid leave. Each occurrence, (as defined in section IV. A.2.) of unauthorized unpaid leave shall be subject to disciplinary action following the following disciplinary progression:

i. Verbal Warning
ii. Written Warning
iii. Suspension 1-day
iv. Suspension 3-day
v. Suspension 5-day
vi. Termination of Employment

Employees who return to duty from an approved continuous (not intermittent) FMLA Leave or Extended Medical Leave and have exhausted their sick leave accrual during such leave, shall not be subject to discipline for Unauthorized Unpaid Leave in the first ninety days after they return to work, as long as a doctor's note is provided upon return to duty for each occurrance.

C. Authorized Leave of Absences

The County follows all regulations regarding the Family Medical Leave Act and additionally offers County employees Extended Medical Leave for their own serious medical condition. County employees are encouraged to seek information regarding these leave programs through the employee website, the Lancaster County Policy and Procedure Manual, or contacting a representative from the Office of Human Resources.

Attachment D
Youth Intervention Center Policy No. 209A

Lancaster County Youth Intervention Center

Policy #209A

Subject:	Staffing, Scheduling, Break Schedules, and Staff Request Forms
Date:	September 4, 2019
Date Revised:	
Document Reference:	Memos dated 3-21-06, 9-18-08, 11-10-08, 2-6-09, 2-20-09, 3-12-09, 8-11-09, 10-28-09, 2-18-10, 1-1-11, 8-28-11, 6-19-12, 7-18-12, 1-3-13, 10-15-13, 11-19-13, 5-21-14, 12-17-14, 12-16-15; Emails dated 1-30-07, 3-12-09, 4-23-09, 6-23-09, 9-9-09, 10-29-09, 2-1-11, 7-18-16, 6-6-17, 12-5-17

To Whom Policy Applies:

All Youth Intervention Center Employees who are classified as Youth Care Workers (Detention) or Security Officers

Policy:

In order to continue to provide a safe and secure environment for our employees, while balancing our budgetary needs, the following ratio guidelines should be utilized when adjusting the schedule, or filling slots when we have a vacation or sick call-off.

Target Staffing Patterns

Detention

1st shift – 6 male staff, 4 female staff
2nd shift – 6 male staff, 4 female staff
3rd shift – 4 male staff, 2 female staff

Shelter

1st shift – 4 male staff, 3 female staff
2nd shift – 4 male staff, 3 female staff
3rd shift – 3 male staff, 2 female staff

PULSE Weekend Program

1st shift – 1 male staff, 1 female staff
Mid-shift – 1 male staff
2nd shift – 1 male staff, 1 female staff
3rd shift – 1 male staff

PULSE ETC Program

3 male staff, 3 female staff

The Pennsylvania Department of Human Services requires a daytime ratio of 1:8 for Shelter and 1:6 for Detention. This graph will provide a ratio of 1:4. This meets our commitment to staff and resident safety, will ensure breaks, gives flexibility for Unit Restriction coverage, intakes/releases and constant watches, and will hopefully provide budgetary stability.

# of Residents	*Target # of YCWs*
1-4	1
5-8	2
9-12	3
13-16	4
17-20	5
21-24	6
25-28	7
29-32	8
33-36	9
37-40	10
41-44	11
45-48	12

Reducing staffing numbers due to a decrease in population occurs throughout the year and is a budgetary necessity. The guidelines set forth below serve as a guide for reducing staff hours while ensuring that program/shift needs and reasonable supervisory discretion are taken into consideration.

When the need arises to reduce staffing numbers, the facility will ensure that the following basic conditions are met:

- all full-time employees will receive their required 40 hours per week and will never be cut on a holiday
- all part-time Detention employees will receive their required base schedule of 24 hours per week
- all part-time Shelter employees will receive their required base schedule of 16 hours per week

Part-Time Hours

Part-time Detention employees are required to maintain a base schedule of 24 hours per week *(with the exception of call-offs).* Part-time Shelter employees are required to maintain a base schedule of 16 hours per week *(with the exception of call-offs).* Part-time employees should not be scheduled for more than 32 hours for one week within each pay period, unless approved by the scheduler or their designee. Special circumstances will be reviewed on a case-by-case basis.

Reducing Staffing Numbers

(any FT with scheduled overtime hours or any PT with more than 28 hours)

If an employee will not be needed for an upcoming scheduled overtime shift, the Supervisor On-Duty will make every attempt to contact the employee in order to prevent wasted travel time to work. If possible, the Supervisor On-Duty will provide at least a 1 hour and 45 minutes notice of this schedule adjustment.

Scheduling Guidelines for Detention Supervisors

Please adhere to the following guidelines as they pertain to the new schedule:

1. If shift coverage is needed on short notice *(call-off, no show, etc)*, please make sure that you utilize PT staff who have under 28 hours for the week for coverage issues or transports. Part-time employees should not be scheduled for more than 28 hours for one week within each pay period, unless approved by the scheduler or his designee. Special circumstances will be reviewed on a case-by-case basis.
2. Shift switches must be submitted five business days prior to the needed switch.
3. Vacation, Personal, etc. requests must be submitted ten business days prior to the needed switch.
4. Feel free to utilize a PT staff *(if they have under 28 hours)* to fill in any slot on the schedule that has "***OPEN***" listed.
5. If you need to find last minute coverage *(call-off, no show, etc)*, then temporarily write the PT staff person's name on the schedule and adjust their total hours on the bottom of the schedule.

When full-time employees are assigned to training, part-time employees replace them on the schedule. In the event that training ends early, the full-time employee can either go back on the floor to finish their shift *(relieving the part-timer that covered for them)* or use vacation time, personal time, or reduce overtime if already pre-approved by the scheduler *(normal staff request guidelines still apply)*. If an employee picks up the shift to cover for an employee assigned to training, it is with the understanding that they are only needed until the employee has completed their training.

Detention/Central Control Shift Coverage System

All coverage needs for Detention and Central Control will be posted on shift coverage slips located on the bulletin board in the staff break room. This creates a centralized location for all staff to view what shifts are available. It is staff's responsibility to check the board, as telephone calls will only be made when coverage is needed on short notice. Staff are not to remove the slips from the board and are only permitted to write their names on them if they would be interested in covering the shift. Slips will be posted for at least 3 days at which time they may be removed once coverage has been secured.

Detention Shift Coverage

Date: _____

Shift: _____

Date Posted: _____

Please write you name below if you are interested in covering this shift.

_____

_____

Part-time employees will have precedence *(up to 24 hours for one week within each pay period)* over full-time employees.

A coverage sheet will be posted on the coverage board and updated as often as necessary. The updated coverage sheet will display the names of staff that have been awarded shifts. Once a name is posted on the coverage sheet it is final and that staff member will be required to work that shift. Staff should be certain that they are available to work prior to signing a coverage slip.

For safety reasons, full-time employees will be limited to a maximum of 24 hours of overtime per week. Additional hours must be approved by the scheduler.

Supervisor Coverage Guidelines

The following guidelines should be followed when awarding Your Care Worker shifts:

- Vacant Youth Care Worker/Central Control shifts will always be awarded to Youth Care Workers over Supervisors, regardless of the amount of overtime hours involved.
- PT Detention Supervisors can sign-up for vacant Youth Care Worker/Central Control shifts and will be awarded using the guidelines set forth in the shift coverage procedures.

Supervisors are able to pick-up Youth Care Worker and Central Control shifts once the schedule has been posted in the Supervisor's Office. ***"OPEN"*** slots on the Youth Care Worker/Central Control Schedule can be filled with either a Supervisor or Youth Care Worker/Security Officer. If staff need to be cut from the Youth Care Worker/Central Control Schedule because the staff are not needed or in order to reduce overtime, the Supervisor who signed up for the ***"OPEN"*** slot on will be cut first if the hours are the same between the Supervisor and the Youth Care Worker/Security Officer. If the hour amounts are different, then the process stated above will be utilized to reduce staffing numbers.

Detention Supervisor Shift Coverage

Resident population and staffing numbers should be taken into consideration when awarding supervisor shifts with the ultimate goal being to eliminate or minimize overtime payout.

In the event that all full-time and part-time Detention Supervisors have 40 hours for the week and there are still supervisor shifts available, these shifts will be awarded to the most senior to the least senior full-time Detention Supervisor and then from the most senior to the least senior part-time Detention Supervisor. Seniority is determined by date of hire.

In the event there are supervisor shifts available and the part-time Detention Supervisors do not have 40 hours for the week, the scheduler will email these individuals and ask that they communicate their availability in a timely manner, as detailed in the email. If the part-time Detention Supervisors are unavailable or fail to respond to the email, the available shifts will be offered to the most senior to the least senior full-time Detention Supervisor. Any shifts that are not taken will be offered to the Shelter Supervisors. Seniority is determined by date of hire.

Available 1st shift Detention Supervisor shifts will be offered to the 2nd shift full-time Detention Supervisors for that given day, based on seniority. If a full-time Detention Supervisor is interested in moving to 1st shift *(6:30am-2:30pm)* for that given day, then the part-time Detention Supervisors will be asked if they would be interested in covering the 2nd shift slot that was just vacated. If neither part-time Detention Supervisor is interested in the shift, then the scheduler will inform the full-time Detention Supervisor, who was interested in moving to 1st shift, that the open slot will now be 11:00am-7:00pm. If the full-time Detention Supervisors are not interested in the adjustment, then the open shift *(6:30am-2:30pm)* will be offered to the part-time Detention Supervisors based on seniority. The shift will remain open if neither of the part-time Detention Supervisor are interested. Seniority is determined by date of hire.

Available 2nd shift Detention Supervisor shifts will be offered to the part-time Detention Supervisors based on seniority. If the part-time Detention Supervisors are not interested in the open shift, then the full-time 1st shift Detention Supervisors working on that given day will be asked if they would be interested in covering 2nd shift

until 7:00pm based on their seniority. The shift will remain open if no one is interested. Seniority is determined by date of hire.

Staff Mandating System

Purpose

Due to our facility being a 24-hour operation, it is necessary to maintain proper employee levels, while maintaining our fiscal responsibility. To ensure a full complement of employees for a shift, fill in needed holes on the schedule based on required Department of Human Services guidelines, and to maintain acceptable levels of personnel during an emergency and/or unusual situations, at times, employees will be needed to cover additional shifts, part of a shift, or transport a resident.

Policy

Mandated overtime shall be governed by Attachment B to the collective bargaining agreement between the County and AFSCME District Council 89 and the same is incorporated in the within Policy as if fully reproduced herein.

Supervisors can be mandated in order to alleviate shortages in the Supervisors' schedule. Supervisors can also be mandated for a Youth Care Worker shift, but only if the Supervisor is currently working on the schedule as a Youth Care Worker.

Detention/Shelter Situational Crossover

In the event that a resident from either program is showing signs of violence, self-harm, or is in need of safe physical management, we all need to work together to ensure the safety and security of everyone in this facility.

Even though we do not want employee crossover involvement in the day-to-day operations of the Detention or Shelter programs, we are still here for each other if the need arises. If a call for assistance comes from either program, we need to respond ASAP. If a restraint occurs in either program, in front of an employee(s) of the opposite program, assistance should be provided, if needed, requested, or if obvious circumstances require it.

We are one facility. We are one Youth Intervention Center family. Let's continue to work together to ensure a safe environment for all involved.

In order to ensure that school, programming, visitation, etc. are not disrupted, staff members that are interested in visiting another program must seek approval from their Supervisor On-Duty. Their Supervisor On-Duty will then contact the other program's Supervisor On-Duty in order to ensure that the visiting staff will not interrupt programming.

Break Schedules

- Break schedules are to be used as a guideline, as the times are subject to change based on shift needs.
- Per County Policy, staff will be provided one 15-minute for each 3.75 or 4 hours worked.

- Staff should never leave their assigned post unless they are on an authorized break or have the approval of the shift supervisor.
- Staff members who are getting relieved for a break must ensure that they have a radio with them in case of an emergency.
- Staff who are on break must report to any Codes that get called. The Supervisor On-Duty will ensure that any lose in a staff member's break time is made up.
- Staff are permitted to have drinks while on shift if the drink is in a plastic bottle with a lid and the drink never leaves the Staff Break Room or Unit Counseling Office.
- Shelter staff will be responsible to provide Security staff breaks when only one Security Officer is on-duty.
- Administrators and administrative support staff member lunch breaks should occur between 11:30am and 1:30pm. Administrators and administrative support lunch breaks should be staggered so as to allow for continuity of services *(unless otherwise pre-approved)*.
- Administrators and administrative support staff who will be leaving the facility for longer that their normally scheduled lunch period and which is not work-related *(must be pre-approved)* are required to email their supervisor of such time.

Guidelines for Staff Request Forms

Below is a list of guidelines for staff request:

Requesting time-off *(vacation, personal, etc.)* – 10 ***business*** days in advance.
Shift switches – 5 ***business*** days in advance. Staff may submit up to 3 switches per month. Shift switches are not intended to consistently alter one's permanent schedule.

Request forms can be placed in the Training Coordinator's mail bin the Detention Floor Supervisors' Office or given to a Shelter Supervisor. Emergency situations will be evaluated on a case-by-case basis.

Comp. Time Guidelines

Shelter Program Director, Business Administrator, Training Coordinator, Program Coordinator, PULSE Program Director

Any comp. time accrued must be pre-approved and submitted via PeopleSoft at the beginning of the following week.
Employees shall use comp. time within (90) days of accrual.
Use of comp. time must be pre-approved submitted via PeopleSoft.

"Flex" Time Guidelines

Shelter Program Director, Business Administrator, Training Coordinator, Program Coordinator, PULSE Program Coordinator, Case Manager, Adolescent Therapist, Clerical Specialist

The "flexing" of one's schedule must be pre-approved and the hours "flexed" must be made up during that ***same work week***.
The "flexing" of one's time is not a meant to be an everyday or common occurrence.

Sick time, vacation time, or personal time may not be used for tardies or lates.
Vacation time and personal time may not be used in lieu of sick time.
Any adjustments needed to one's permanent schedule must be pre-approved by the Director.
The Director will review everyone's timecard for accuracy each Monday morning.

Any discrepancies will be discussed with the individual.
Approved by: