On motion of Commissioner D'Agostino, seconded by Commissioner Yoder, it was agreed for the County of Lancaster, acting on behalf of the Human Resources Department, to approve the collective bargaining agreement with the Pennsylvania Social Services Union SEIU Local 668 for a three-year period from January 1, 2024, through December 31, 2026, in accordance with the terms and conditions of the Agreement.

Motion passed unanimously.

3/27/24

AGREEMENT

Between

LANCASTER COUNTY COMMISSIONERS

And

PENNSYLVANIA SOCIAL SERVICES UNION

SEIU LOCAL 668

JANUARY 1, 2024 – DECEMBER 31, 2026

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PREAMBLE

This Agreement entered into by the Lancaster County Commissioners, hereinafter referred to as the "Employer," and the Pennsylvania Social Services Union, Service Employees International Union, Local 668, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations and mutual respect between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay and hours of work and other terms and conditions of employment.

Whenever the term "Agency Director/Administrator" is used in this Agreement, it shall mean the Director or Administrator of the Children and Youth Agency, or his or her written designee.

ARTICLE 1. RECOGNITION

The Union is recognized as the exclusive representative for collective bargaining purposes for employees within the classification established by a certification of the Pennsylvania Labor Relations Board, dated September 22, 1972, Case No. PERA-R-2048-C.

ARTICLE 2. UNION SECURITY

2.1. To resign union membership or terminate the payment of dues, employees must follow the procedures and annual timeframes specified in the employees' individual contracts with the Union.

2.2. Within five (5) business days, the Union shall provide the County with copies of any notice of resignation or withdrawal.

2.3. No aspect of this Article or Article 3 herein shall be subject to the grievance and arbitration provisions in Article 4.

2.4. The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County for the purpose of complying with any provisions of this Article or Article 3.

ARTICLE 3. DUES DEDUCTION

3.1 The Employer agrees to deduct union dues from those employees who authorize such deductions in writing. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted to the Union during the month following the deduction from the employee's payroll, accompanied by an itemized list of members and their deductions.

Following the ratification of this Agreement, if any aspect of procedure for withdrawing authorization for dues payments is held to be unlawful by any state or federal court in the Commonwealth of Pennsylvania, and the ruling has reached final adjudication, the parties will follow the holding of such judicial ruling, including but not limited to immediate termination of due deductions upon notice of resignation of Union membership, if applicable.

3.2 The parties acknowledge and agree that the term "authorization" includes authorizations created and maintained through the use of electronic records and electronic signatures (consistent with state and federal law). The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The County shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations.

ARTICLE 4. GRIEVANCES AND ARBITRATION

4.1. A merit-based system employee may process his or her grievance through either the merit-based system appeal procedure or through the contract grievance procedure. If an appeal is filed under the merit-based system procedure while proceedings are taking place under the contract grievance procedure, then the contract grievance procedure shall cease and shall not be permitted to be reinstated. If an appeal is filed under the merit-based system appeal procedure, the employee shall not be entitled to institute proceedings under the contract grievance procedure, all rights to do so being waived by the exercise of an option by the employee to utilize the merit-based system procedure.

4.2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1. The employee shall present the grievance in writing to his or her Director of Social Services/Fiscal Officer or an individual designated by the Agency Director/Administrator within (10) working days of the date of its occurrence or knowledge of its occurrence. The Director of Social Services/Fiscal Officer or an individual designated by the Agency Director/Administrator shall attempt to resolve the matter and report his or her decision to the employee in writing within ten (10) working days of its presentation.

STEP 2. In the event the grievance is not settled at Step 1, the appeal must be presented in writing by the employee or union representative to the Agency Director/Administrator within ten (10) working days after the supervisor's response is due. The Agency Director/Administrator shall respond in writing to the employee and the union representative within ten (10) working days after receipt of the appeal; provided further, that the bargaining representative has been given an opportunity to be present at such adjustment and a reasonable number of witnesses, when required, shall participate in the procedure.

STEP 3. In the event the grievance has not been satisfactorily resolved in Step 2, written appeal may be made by the employee or union representative within ten (10) working days of the Step 2 decision to the County Commissioners or an individual designated by the Commissioners and shall contain a copy of the grievance and a copy of the Step 2 decision. The County Commissioners, or their designee, shall issue a decision in writing to the Union within ten (10) working days after receipt of the appeal.

STEP 4. An appeal from an unfavorable decision at Step 3 may be initiated by the Union serving upon the Employer a notice in writing its intent to proceed to arbitration within ten (10)

working days after receipt of the Step 3 decision. Said notice shall identify the provisions of the Agreement, the department, the employee(s) involved, and a copy of the grievance.

The arbitrator is to be selected by the parties jointly within five (5) working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Pennsylvania State Bureau of Mediation to submit a list of arbitrators to the County Commissioners and the Union. The parties shall reply with their preferred selections in accordance with the rules of the Pennsylvania State Bureau of Mediation.

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

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

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

4.3. Employees selected by the Union to act as union representatives shall be known as stewards. The Union shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any change.

4.4. With the prior approval of the Agency Director/Administrator, the Chief Shop Steward shall be permitted reasonable time to investigate and process grievances through Step 3 of the grievance procedure, without loss of pay or leave time.

ARTICLE 5. DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

5.1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. The Union shall be notified by the Employer of any demotion, suspension or discharge.

5.2. All suspensions and discharges may be appealed by the employees at Step 3 of the grievance procedure within ten (10) working days of its occurrence or of the employee's knowledge of its occurrence.

5.3. An employee shall be permitted union representation during disciplinary meetings, and it is understood that the signature of the grievant on any document involved in the disciplinary process shall be construed as notification. Disciplinary meetings shall refer to meetings at which, or directly from which, discipline may be imposed.

5.4. This article shall not apply to probationary employees as defined in Article 23 of this Agreement.

5.5. The County will not consider any written or verbal disciplinary action(s) two years or older, provided the employee has received no other intervening discipline. The County will not consider any suspension five years old or older, provided the employee has received no intervening discipline.

ARTICLE 6. HOURS OF WORK

6.1. The normal work week for full-time employees shall consist of five (5) consecutive work days during each consecutive seven (7) day period in a pre-established schedule.

6.2. Each normal work shift for full-time employees shall consist of eight (8) hours of work within a work day excluding an unpaid meal period. Part-time employees who actually work eight (8) hours within a work day shall also receive an unpaid meal period.

6.3. The Employer shall determine employee work schedules, which shall generally include the hours when the Agency is open to the public and which provides for forty (40) hours of work per workweek. With the approval of the Agency Director/Administrator, employees may flex schedules in accordance with the County Flex Time policy generally applicable to County employees. Prior to changes in the County Flex Time policy, the County will meet and discuss or negotiate changes with the Union if required to do so by applicable law.

6.3.1. If the Employer denies approval of an employee's requested schedule or modification to the schedule, such denial shall be subject to Steps 1, 2, and 3 of Article 4, Grievances and Arbitration, Section 4.2 of this Agreement, but shall not be subject to Step 4 of Section 4.2. In lieu of Step 4 of Section 4.2, the parties agree on the following as the final step of the dispute resolution process:

STEP 4. An appeal from an unfavorable decision at Step 3 may be initiated by the Union serving upon the Employer a notice in writing its intent to proceed to non-binding mediation within ten (10) working days after receipt of the Step 3 decision. Said notice shall identify the provisions of the Agreement, the department, the employee(s) involved, and a copy of the grievance.

The mediator is to be selected by the parties jointly within five (5) working days after the notice has been given. If the parties fail to agree on a mediator, either party may request the Pennsylvania State Bureau of Mediation to appoint a mediator.

The mediator shall neither add to, subtract from, nor modify the provisions of the collective bargaining agreement. The mediator shall confine himself or herself to the precise issue submitted for mediation and shall have no authority to determine any other issues not so submitted to him or her. The decision of the mediator shall be non-binding. The mediator shall be requested to issue his or her decision within thirty (30) calendar days after the hearing.

The fees and expenses of the mediator, if any, shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the mediator.

6.4. Full-time employees shall be granted a one (1) hour unpaid meal period during each normal

work shift. This meal period shall be taken between the third to sixth hours of the scheduled work shift, unless the employee and the supervisor mutually agree otherwise. It is further provided that on evenings the Agency is open late, if the clerical employee scheduled to work the receptionist duty during the evening hours is required to work his or her regular day shift plus the evening hours, then he or she has the option to take a one-half hour unpaid meal period between 4:00 p.m. and 5:00 p.m.

6.5. The Employer maintains its right to determine the hours the Agency is open to the public. The Employer and employee shall schedule to minimize overtime; absent agreement the Employer maintains its right to modify an employee's schedule to minimize overtime; provided however, that a split shift is mutually agreeable to both the Employer and the employee involved.

6.6. The Employer maintains its right to use part-time employees, and to determine the number of hours part-time employees shall work.

6.7. The County has adopted and implemented a Mobile/Remote Work Policy. The County reserves the right to modify the Mobile/Remote Work Policy from time to time in its sole discretion. To the extent the County elects to modify the Mobile/Remote Work Policy, the County agrees to meet and discuss with the Union regarding the proposed modifications.

ARTICLE 7. CALL TIME

Any employee not on scheduled duty who is called to work by the Agency Director/Administrator or Supervisor of the Agency shall be guaranteed a minimum of two (2) hours paid straight time if the work performed is less than sixty (60) minutes in duration and guaranteed a minimum of four (4) hours paid straight time if the work performed exceeds sixty (60) minutes. The Employer and employee may agree to compensatory time in lieu of call-in pay. An employee who is called to work on a holiday shall be guaranteed a minimum of four and one half (4-½) hours paid straight time, or, if the Employer and employee agree to compensatory time in lieu of pay, four and one half (4-1/2) hours compensatory time for the call-in. The minimum shall apply only for purposes of the call time provisions. The actual hours worked by an employee called to work shall be credited towards hours worked per week and shall count towards overtime pay when hours worked exceed forty (40) in a week. Actual hours worked shall begin when the employee leaves his or her home for the work site and shall continue until the employee returns home. This Article shall not apply to telephone calls or electronic correspondence but shall only apply in instances where the employee is required to leave home and report physically to the Agency at a time other than immediately before or after the employee's work shift.

ARTICLE 8. STAND-BY DUTY

8.1. A professional employee designated "on stand-by duty" for services after hours, on weekends or on holidays represents the Agency during the time he or she is on duty and is responsible for the exercise of professional judgment in responding to calls for assistance.

8.2. A professional employee assigned "on stand-by duty" shall attempt to contact the supervisor for guidance or instructions when he or she considers such action practical or necessary. The employee who was required to perform specific duties during the "on stand-by duty" period shall report to his or her supervisor in writing for approval on the first regular work day following the

duty period. The written report shall state the nature of the work performed and the time spent in accomplishing the work.

8.3. The parties agree that it is the intent of the Employer to staff stand-by duty with part-time employees prior to full-time employees. Full-time staff members, including supervisors, shall be eligible for "on stand-by duty" assignment. The determination of the qualifications for this "on stand-by duty" assignment is at the sole discretion of the Agency Director/Administrator. The staffing pattern for this stand-by assignment will first be done on a voluntary basis. Employees volunteering for stand-by duty shall be scheduled for periods requested by the employees. Employees shall pick assignments based upon their length of service as stand-by duty volunteers. For this purpose, an employee shall be credited for each year in which he or she is on the active stand-by duty list and works at least one stand-by duty assignment. If two or more individuals with equal years of stand-by duty service request a particular time, the individual who has performed the greatest number of stand-by duty assignments during the prior twelve months shall be given preference. If these employees have served on stand-by duty for an equal number of assignments during the prior twelve months, then the employee who has the most seniority (in the Agency) shall be granted the assignment.

If there are insufficient volunteers, stand-by duty may be assigned to non-volunteers in the bargaining unit. In such cases it shall be assigned to such non-volunteers in inverse order of seniority and shall be equalized among bargaining unit employees eligible and qualified to perform such duty.

8.4.

8.4.1. Part-time employees

8.4.1.1. Part-time employees assigned to stand-by duty for the period of 5:00 p.m. Monday to 8:30 a.m. Friday shall receive Five Hundred Twenty-Three Dollars and Seventy-Three Cents ($523.73) per week for this assignment.

8.4.1.2. Part-time employees assigned to stand-by duty for the period of 5:00 p.m. Friday to 8:30 a.m. Monday shall receive Five Hundred Forty-Nine Dollars and Thirty-Eight Cents ($549.38) per week for this assignment.

8.4.2. Full-time employees

8.4.2.1. Full-time employees assigned to stand-by duty for the period of 5:00 p.m. Monday to 8:30 a.m. Friday shall receive the greater of: (1) overtime for all hours actually worked over forty in that work week; or (2) $360 plus one-half (½) times the employee's hourly rate for all hours actually worked over forty (40) in that work week while on stand-by duty (this does not include time in "stand-by" status when not actually working).

8.4.2.2. Full-time employees assigned to stand-by duty for the period of 5:00 p.m. Friday to 8:30 a.m. Monday shall receive the greater of: (1) overtime for all hours actually worked over forty in that work week; or (2) $380 plus one-half (½) times the employee's hourly rate for all hours actually worked over forty (40) in that work week while on stand-by duty (this does not include time in "stand-by" status when not actually working).

8.4.3. When a holiday falls within the assigned period, the employee assigned to stand-by duty for that period shall receive $50.00 additional stand-by duty pay for the holiday. When a holiday falls on a Friday, the weekend employee will start duty at 8:30 a.m. Friday. When a holiday falls on Monday, the week-day employee will start duty at 8:30 a.m. Monday.

If the Agency is closed for an entire regular work day due to weather or other emergency, the employee assigned to stand-by duty for that day shall receive $50.00 additional stand-by duty pay for that day. If the Agency is closed for less than a full day due to weather or other emergency, Section 8.4.5 shall apply.

8.4.4. For this additional compensation, the employee shall perform any work required in meeting an emergency situation during his or her assigned stand-by duty time.

8.4.5. The amounts set forth in paragraphs 8.4.1 and 8.4.2 above shall be prorated accordingly if stand-by duty hours are changed.

8.5. The Employer agrees to provide an "on call" arrangement for the staff member assigned to "stand-by duty" as set forth herein.

8.6. Part-time stand-by duty employees shall be subject to the provisions of the current collective bargaining agreement with the following exceptions:

8.6.1. Stand-by duty employees shall be hired through the part-time merit-based system caseworker list with a minimum of a bachelor's degree.

8.6.2. New hires will have a probationary period of six months and shall be compensated at the caseworker starting rate while they are being trained.

8.6.3. Stand-by duty workers shall report electronically the following morning to the Agency the necessary reports applicable to the previous night's activities. If there was no activity the previous night, a phone or electronic mail report shall be acceptable.

8.6.4. If a stand-by worker is required to attend a mandatory meeting, mandatory training, or court appearance, he or she shall be compensated using an hourly rate based on the annual caseworker rate. The stand-by worker's rate will be determined by taking the annual caseworker rate for full-time caseworkers with the same years of service as a caseworker and dividing by 2080 hours.

8.6.5. Part-time stand-by duty workers are only eligible for benefits as outlined in Article 17 – Travel Expenses, and Article 20, Section 20.2 – Life Insurance, of the current Agreement.

8.7. Part-time stand-by duty caseworkers shall be given 72 hours' notice for necessary court appearances or relevant in-house staff training, except in emergencies.

8.8. Hours actually worked (making phone calls, paperwork, and field time) on-call shall be considered as hours worked for part-time stand-by duty employees for the purpose of determining eligibility for the retirement plan (Article 19) only.

8.9. The Employer shall continue to explore options to consolidate all or part of the stand-by duty functions with other activities provided by various County and County sponsored agencies. This could eliminate or significantly change the duties, working conditions, and/or work hours of the current positions performed by full and part-time employees.

The parties agree that the Employer retains the unilateral right to modify and/or eliminate the stand-by duty activities as they exist and to determine which, if any, department(s) or agency(ies) shall perform this work. The Employer recognizes its obligation to bargain new wage rates for such new duties performed by bargaining unit employees with the Association.

8.10. Secondary Stand-By Duty

To qualify and participate in secondary stand-by duty workers must have stand-by experience. Workers assigned must be fit and able to be activated to work according to County Policy & Procedure.

Secondary stand-by coverage periods will extend from Friday at 5:00 p.m. until the following Friday at 8:30 a.m.

The worker must be available and prepared (access to database system, forms, etc.) at a moment's notice during stand-by hours (weekends and weekdays 5:00 p.m. – 8:30 a.m.) to immediately take calls and respond to reports. It is expected that workers on stand-by not leave the Lancaster County boundaries so that they are timely if activated for stand-by duty.

Eligible workers will be assigned by the Department Director based on availability to ensure coverage.

The secondary worker will be activated by the stand-by supervisor.

If there are insufficient volunteers, stand-by duty may be assigned to non-volunteers in the bargaining unit. In such cases it shall be assigned to such non-volunteers in inverse order of seniority and shall be equalized among bargaining unit employees eligible and qualified to perform such duty.

The Secondary stand-by worker shall receive a flat rate of $150.00 to be prepared and eligible to be activated for stand-by duty coverage. The Secondary stand-by worker will be paid one and one-half (1½) times the employee's hourly rate for all hours actually worked over forty (40) hours in that work week while on stand-by duty.

ARTICLE 9. OVERTIME – COMPENSATORY TIME

9.1. Overtime pay for employees shall be at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours worked over forty (40) hours in a work week. Employees may elect either overtime or compensatory time (subject to supervisor approval) for all hours actually worked over forty (40) hours in a work week. Employees may not elect a combination of both overtime and compensatory time in any given work week. Use of compensatory time shall not be considered hours worked for overtime purposes.

All overtime must be authorized in advance by the employee's supervisor; provided, however, that if such authorization cannot be received in advance, then the employee must receive such authorization the first working day after such overtime work is performed. Compensatory time off may be accumulated up to a maximum of eighty (80) hours throughout the year. If an employee has compensatory time accrued as of the last fiscal pay period ending in December of each year, it shall be converted to overtime pay at the rate at the time of conversion. Compensatory time off shall be taken at a pre-arranged time mutually agreed upon by the employee and the supervisor involved, or the Agency Director/Administrator.

9.2. On call time shall not be considered hours worked for pay or overtime purposes. Hours actually worked while on stand-by duty shall be compensated in accordance with Article 8 and shall not be subject to the overtime/compensatory time provisions of this Article.

9.3. To accrue compensatory time, the employee must work in units of fifteen (15) minutes.

9.4. There shall be no duplication or pyramiding of hours.

9.5. Overtime will only be paid for hours actually worked, plus hours paid as vacation leave, holidays, bereavement leave, and jury duty leave.

ARTICLE 10. HOLIDAYS

10.1. Full-time employees shall be granted eight (8) hours paid straight time for thirteen (13) holidays for each calendar year. The Employer reserves the right to modify the specific schedule of holidays to conform to the general County holiday schedule. The current schedule of holidays is as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

10.2. Holidays falling on Sunday will normally be celebrated on the following Monday. Holidays falling on Saturday will normally be celebrated on the preceding Friday.

10.3. In order to be eligible for holiday pay, the employee must be in compensable pay status on his or her regularly scheduled shift prior to and after the holiday.

10.4. Holidays occurring during the employee's approved vacation or approved sick leave shall not be charged against such vacation or sick leave time.

ARTICLE 11. VACATIONS

11.1. Full-time employees shall be eligible for annual vacation leave after six (6) full months of continuous service. 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:

11.1.1. At the rate of five-sixth (5/6) days per month of continuous service from the date of employment through five (5) years of employment.

11.1.2. At the rate of one and one-fourth (1-1/4) days per month of continuous service from six (6) through ten (10) years of employment.

11.1.3. At the rate of one and two-thirds (1-2/3) days per month of continuous service from ten (10) through fifteen (15) years of employment.

11.1.4. At the rate of two and one-twelfth (2-1/12) days per month of continuous service after fifteen (15) years of employment.

11.2. An employee must have prior approval for the dates during which he or she shall take vacation.

11.3. Vacation time shall be non-cumulative. Time off must be taken between the first and last fiscal pay periods of the calendar year and shall not be accumulated from one year to the next; however, an employee may carry over vacation time in accordance with County policy, and may be paid for such carried over vacation time in accordance with County policy. If an employee has more unused vacation time than allowed to be carried over under County policy, the employee may convert one (1) day for each full week of vacation which the employee earned during the year to sick leave, up to a maximum of four (4) days.

11.4. If an employee is required to work during his or her scheduled vacation period and is unable to reschedule his or her vacation during the calendar year (first and last fiscal pay periods) due to the demands of his or her work, the calendar year (first and last fiscal pay periods) shall be extended for ninety (90) days for rescheduling purposes.

11.5. The employee who first submits vacation time electronically shall be granted such leave time. If leave is requested on the same day, the employee with greatest seniority with the Agency shall be granted the requested leave. In the case of further conflict, the Agency Director/Administrator shall make the determination.

11.6. Vacation may be granted in minimum increments of one half (1/2) hour.

11.7. Unused, accrued vacation time, up to and including the day of termination, and only up to the maximum allowed by County policy, shall be paid in full upon voluntary termination or retirement, provided the following conditions are met: (a) employees must have completed six (6) months of continuous service with the Employer to be eligible for reimbursement of unused vacation leave upon termination; (b) the employee must provide at least two (2) weeks' advanced written notice of his/her voluntary termination or retirement to the Agency Director/Administrator; (c) the employee must continue to work his/her assigned schedule throughout the notice period and complete all reasonable assignments related to case transition (e.g., file updates, dictation, etc.); (d) the employee must return all Agency property to the Agency prior to his/her last day of work; and (e) the employee must be in and be voluntarily terminating employment in good standing (good standing does not include resignation in lieu of termination).

11.8. Employees may schedule vacation leave based on the number of days that would be earned during the calendar year (first and last fiscal pay periods).

ARTICLE 12. SICK LEAVE

12.1. Employees shall earn one day of sick leave for each month in which the employee is in compensable status for a minimum of eleven (11) working days. Employees shall be eligible to take earned leave after thirty (30) days of service with the Employer.

12.2. Employees shall earn sick leave from their date of hire and may accumulate sick leave.

12.3. One-half accumulated sick leave, up to a maximum of thirty (30) days, up to and including the day of termination, shall be paid upon voluntary termination or retirement, subject to the following conditions: (a) employees must have one year of continuous service with the Employer to be eligible for reimbursement of accumulated sick leave upon termination; (b) the employee must provide at least two (2) weeks' advanced written notice of his/her voluntary termination or retirement to the Agency Director/Administrator; (c) the employee must continue to work his/her assigned schedule throughout the notice period and complete all reasonable assignments related to case transition (e.g., file updates, dictation, etc.); (d) the employee must return all Agency property to the Agency prior to his/her last day of work; and (e) the employee must be in and be voluntarily terminating employment in good standing (good standing does not include resignation in lieu of termination).

12.4. An employee unable to report for work at his or her regular time due to sickness shall report in accordance with the Agency's established call-off procedure. Proposals relating to alternative call-off procedures shall be referred to Meet & Discuss.

12.5. A doctor's certificate is required for absence from work due to sickness for three (3) or more consecutive days. For absence of less than three (3) days, a doctor's certificate may be required where, in the opinion of the Agency Director/Administrator, the employee is abusing his or her sick leave privileges.

12.6. Four (4) sick days per year for each employee may be used as personal days between the first and last fiscal pay periods of the calendar year. Whenever possible, personal days shall be scheduled in advance of the work shift. In emergency cases of personal need, employees shall notify the Agency in accordance with the Agency's established call off procedure. The Agency Director/Administrator shall approve or deny requests for personal leave based on the operational requirements of the Agency, including management's responsibility to maintain efficient operations.

12.7. The employee may use up to five (5) days per calendar year (first and last fiscal pay periods) to care for a member of his/her immediate family or a co-habitant with a health condition requiring the employee's personal care and attention. These days may not be utilized for routine health care. Employees must submit written documentation setting forth the reason for the leave. For purposes of this paragraph, "co-habitant" shall mean a person who is (a) neither married nor related by blood or marriage to the employee; (b) is the employee's sole spousal equivalent; (c) has lived together with the employee for a minimum of three (3) years preceding the leave in the same residence and intends to do so indefinitely; and (d) is responsible with the employee for each other's welfare. A

co-habitant relationship will not be recognized unless the employee discloses the relationship in writing no later than the beginning of the calendar year in which leave is sought and, at such time, provides supporting evidence in the form of either: i) a joint mortgage or lease; ii) designation of the co-habitant as beneficiary for life insurance; iii) designation of the co-habitant as primary beneficiary in the employee's will; iv) joint support agreement; v) powers of attorney for property and/or health care; or vi) joint ownership of either a motor vehicle, checking account or credit account.

12.8. Full-time employees shall be eligible to participate in the County sick leave bank as operated and maintained by the County Commissioners who shall have the sole and exclusive right at their discretion to establish and from time to time modify the following: 1) eligibility requirements; 2) approved use; 3) repayment conditions; and 4) operating procedures. The same rules and procedures that apply generally to other County employees shall apply to the bargaining unit employees. This provision or the operations of the sick leave bank shall not be subject to the grievance and arbitration procedures of this Agreement.

12.9. To use Sick Leave, Personal Leave, or Family Care Leave of Absence, accrued Sick Leave time must be available. An employee may not advance Sick Leave time.

ARTICLE 13. BEREAVEMENT PAY

13.1. Full-time employees shall be granted bereavement leave, with pay, at the time of a death in the employee's family, as follows:

13.1.1. Up to four (4) days bereavement leave for any of the following: spouse, parents, step-parents, children, step-children, brothers, sisters, co-habitants (subject to definition and all conditions stated in Section 12.7). Employees will not be denied the use of one accrued vacation or personal day to extend such leave to five (5) days if mutually agreed to by the Agency Director.

13.1.2. Up to three (3) days bereavement leave for any of the following: grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, or any other relatives residing in the employee's household. Employees will not be denied the use of two accrued vacation or personal days to extend such leave to five (5) days if mutually agreed to by the Agency Director.

13.1.3. Up to two (2) days bereavement leave for any of the following: aunts, uncles, nieces, nephews, brothers-in-law, sisters-in-law.

13.1.4. One (1) day of bereavement leave shall be granted to attend the funeral of any other relative.

13.2. Bereavement leave shall not be chargeable to sick leave or vacation leave.

ARTICLE 14. JURY DUTY

An employee called for jury duty shall be granted time off while attending court. An employee serving as a juror shall receive compensation equal to his or her regular compensation, less the amount collected for jury service.

ARTICLE 15. LEAVES OF ABSENCE

15.1. Leaves of absence may be granted in accordance with the County's leave of absence policies.

15.2. Group medical and life insurance coverage shall continue in effect for full-time employees on approved leave of absence in accordance with County policy. Employees must continue to make all contributions which they were making at the time immediately prior to the beginning of the leave in order to maintain this benefit.

15.3. An employee's seniority status during approved medical leaves of absence shall be in accordance with merit-based system regulations.

15.4. Employees shall be granted leaves in accordance with the Family and Medical Leave Act (FMLA) and the County's Family & Medical Leave Act policy.

Any disputes concerning leaves covered by both the FMLA and this Agreement shall be subject either to 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.

ARTICLE 16. UNION BUSINESS

16.1. Union officials and delegates shall be granted a total of ten (10) calendar days for the group as a leave without pay each year to attend union conventions, conferences or seminars. The Agency Director/Administrator will be notified in advance of the dates and individuals to be granted such leave.

16.2. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material relating to Union business. Furthermore, the Union shall not post material detrimental to the labor management relationship nor of a political or controversial nature. The posting of any Union related materials by the Union or any employee is solely limited to the designated bulletin boards. The Union may send mail related to Union business to the local official Union representatives at appropriate facilities to which mail is delivered.

16.3 For contract negotiation sessions between the Union and the Employer that are scheduled to start during normal business hours, union members or representatives will be given paid work time for the duration of the contract negotiation sessions. Union members will not be paid for internal negotiating team meetings that occur prior to or after the conclusion of scheduled negotiation sessions. If a contract negotiation session is scheduled, at the Union's request, to start after working hours, union members shall not be paid to attend the session.

ARTICLE 17. TRAVEL EXPENSES

17.1. Employees shall be reimbursed for the use of their personal automobile, when on official County business, at the rate established by the Department of Human Services.

17.2. Employees will be reimbursed for subsistence expense when ordered on official duty under

the following circumstances (employees shall submit receipts to substantiate expenses incurred, provided such receipts are available):

17.2.1. Lodging – In the event that an employee must secure lodging while engaged in County work, the Employer shall incur the expense at the going rate.

17.2.2. Expense Payment – Expenses, excluding mileage, may be submitted on a bi-weekly basis and paid during the next pay period. Expense reports must be submitted in accordance with County policy and within the time set forth in County policy (which is currently sixty (60) days, but subject to change).

17.2.3. Fronted Expenses – In any preplanned trips where there is estimated to be extraordinary expenses, such expenses shall be paid by the Employer to the employee prior to that employee making said business trip or related travel including travel to educational conferences.

17.2.4. Expense Limitation – When on duty at a conference or other official task which requires that an employee spend the night outside the County at such a distance as to make it impractical to return home, meals and expenses will not exceed the amounts established by the Department of Human Services.

17.3. The Employer will reimburse each professional employee who is required to use his or her personal automobile for County business up to a maximum amount of Two Hundred Dollars ($200) per calendar year (first and last fiscal pay periods) for public liability and property damage insurance, provided: 1) the employee furnishes a certificate of insurance; 2) the employee furnishes written verification from the insurance carrier or agent that such additional insurance is required and stating the cost of such additional insurance; 3) reimbursement shall be provided for the cost of additional insurance for one automobile only. The employee reserves the right to select the carrier of his or her choice.

17.4. The Employer will reimburse an employee for the cost of specific telephone calls on the employee's own cellular equipment in circumstances where use of such equipment is prudent and sensible and not a matter of convenience. Reimbursement must be approved by the supervisor. Employees shall submit copies of invoices to substantiate expenses incurred. Monthly rental and usage fees shall not be reimbursed. This Section shall not apply to employees who have been issued County-provided cell phones.

17.5. The County agrees to reimburse employees up to five hundred ($500) per calendar year (first and last fiscal pay periods) for automobile accidents in which a deductible must be paid by the employee, and where (1) the employee is unable to collect from the responsible party; (2) the accident occurred during working hours (including standby duty) or while the employee was acting within the course and scope of employment; (3) the loss is not the result of intentional or grossly negligent behavior on the part of the employee and the employee was not under the influence of controlled substances or alcohol; (4) and it has been legally determined the employee is not liable for the accident.

17.6. All case work staff will receive County-owned cell phones during the first year of the contract. Upon receipt, all case work staff is required to use the County-owned cell phone for all County business and shall not use their personal device for County business. The County will not

use the cell phone billing records for the purposes of attempting to reconstruct employee hours of work. Employees, however, have no expectation of privacy in their use of the County-owned cell phones and must comply with all County policies when using a County-owned cell phone.

ARTICLE 18. HOSPITALIZATION AND INSURANCE

18.1. Basic Health and Hospitalization Benefits.

18.1.1. After thirty (30) days of continuous full-time employment, each full-time employee and his/her dependents shall be provided the same medical and hospitalization benefits as the County provides its full-time employees who are not in any bargaining unit. The employees shall pay the same premium copayments (including any surcharge for working spouses) as those paid by the County's full-time employees who are not in any bargaining unit. Should new insurance options become available to County employees, the bargaining unit employees shall have the same options and copayments as full-time employees who are not in any bargaining unit.

18.1.2. There shall be no pre-existing conditions clause in the plan(s) offered during the term of this contract.

18.1.3. The benefits herein shall be provided through a self-insured plan(s) or under a group insurance policy(ies) selected by the Employer. The benefits provided under a group insurance policy are subject to the provisions of the policy between the County and the insurance company; the benefits provided through a self-insured plan are subject to the rules of the administrator.

The extent of coverage under the insurance policies and plans shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning the plans or benefits thereof shall be resolved in accordance with the terms and conditions set forth in said plan or policy.

18.1.3.1. Any questions or disputes concerning insured benefits (whether under fully insured plans or whether the insured portion of benefits under self-insured plans) shall not be subject to the grievance or arbitration procedures set forth in this Agreement. The failure of any insurance carrier to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation under this Agreement.

18.1.3.2. Any questions or disputes concerning self-insured benefits may only be grieved after exhaustion of appeals and remedies under the plan(s). The Employer shall have access to all medical records and all evidence related to the dispute, including all records and evidence presented in the proceedings under the plan dispute and appeal procedures, and the employee agrees to sign any releases or documents necessary to provide such information to the Employer.

18.1.4. The Employer shall provide an annual open enrollment period to all eligible full-time employees to review and change health plans. The effective date of changes in insurance will be as soon as practicable thereafter. Employees shall be notified of changes in health insurance initiated by the County a minimum of thirty (30) days prior to the changes taking effect; provided,

that this shall not apply to changes initiated by the health insurance plan administrator or provider.

18.1.5. Duplicate Coverage

Employees shall have the same options to exchange their County medical insurance for a monetary allowance as employees who are not in any bargaining unit.

18.2. Dental and Vision Benefits

After three (3) months of continuous full-time employment, each full-time employee and his/her dependents shall be provided the same dental and vision benefits as the County provides its full-time employees who are not in any bargaining unit. The employees shall pay the same premium copayments as those paid by the County's full-time employees who are not in any bargaining unit. Should new insurance options become available to County employees, the bargaining unit employees shall have the same options and copayments as full-time employees who are not in any bargaining unit.

18.3. Full-time employees shall be eligible for the same health and hospitalization benefits for retirees as the County provides its full-time employees/retirees who are not in any bargaining unit. The retired employees shall pay the same premium copayments, including any surcharges, as those paid by the County's full-time employees who are not in any bargaining unit.

ARTICLE 19. PENSION

All full-time employees must be members of the Lancaster County employees' retirement system. Provisions of this retirement system are set forth in the "New County Pension Law" effective September 1, 1971. Effective January 1, 1977, the Lancaster County plan shall be based on the 1/80th class. Present members may remain in the current class or convert to the l/80th class. All new employees shall be required to join the l/80th class. The employee's contribution is the minimum rate established by the County of Lancaster Retirement Board for the l/80th class. The Employer will notify the local shop union president whenever the Retirement Board is meeting to change the contribution level, whenever such is practicable.

ARTICLE 20. LIFE INSURANCE

After thirty (30) days of employment, the Employer shall provide a group life insurance policy in an amount equal to the employee's annual salary rate, rounded off to the next highest thousand, with a minimum rate of $10,000 for each full-time employee. After five years of continuous full-time employment, the Employer shall provide a group life insurance policy in an amount equal to one and one-half times the employee's annual salary rate, rounded off to the next highest thousand. After ten years of continuous full-time employment, the Employer shall provide a group life insurance policy in an amount equal to two times the employee's annual salary rate, rounded off to the next highest thousand for each full-time employee.

ARTICLE 21. JOB TRAINING

For the purpose of this Agreement, the Union agrees that job training is a "meet and discuss" matter as used under Section 702 of Article VII of Act 195, known as the Public Employe

Relations Act of 1970. The Union further agrees that the provisions of this job training article are not subject to the arbitration provisions of this Agreement.

ARTICLE 22. SENIORITY

22.1. For the purpose of this Agreement, the term "seniority" means a preferred position for specific purposes, which one employee within the unit may have over another employee within the unit, because of a greater length of service with the Agency.

22.2. In the event of the consolidation or elimination of jobs, the Employer shall reassign the affected employees to positions for which they are qualified within the Agency. If positions are not available, the employee will be furloughed, based on inverse order of seniority.

22.3. Service time shall be calculated from the date of first hire to a classified position. An employee moving from an unclassified position shall accrue service time from his or her date of appointment to the classified service.

22.4. Seniority lists shall be prepared semi-annually for each defined classification. Such lists shall be posted on the appropriate bulletin boards and copies shall be furnished to union stewards.

22.5.

22.5.1. Employees who are furloughed may bump back into previously held or lower level positions provided that they have the requisite seniority and qualifications to perform the lower level work. Furloughed employees may elect to bump back or to be furloughed.

22.5.2. Recall from furlough shall be in order of seniority from among the employees on furlough, as vacancies occur.

22.6. The following shall constitute a break in continuous service: separation from the Agency or termination for just cause, or retirement. If continuous service is broken for any of the above, the employee shall lose seniority credits.

22.7.

22.7.1. Posting of Vacancies

The Employer agrees to post any vacancies that are to be filled prior to the filling of such vacancies. Vacancies shall exist when the number of staff members is increased or when the need exists to replace a staff member who has resigned or terminated. Vacancies in existing positions shall be posted for a period of at least four (4) calendar days. Vacancies in new positions shall be posted for a period of at least fourteen (14) calendar days. The posting period and the selection criteria shall be clearly noted on the posting. The parties agree that the decision whether to fill a position and the selection of employees shall remain the right of the Employer.

Employees wishing to apply for a posted vacancy shall indicate their intent by submitting an updated employment application and must submit these to the County Human Resources

Department prior to the end of the posting period. An employee may apply for a posted position even if he or she is on leave (e.g., sick, vacation).

If the Employer changes a job location and/or job hours, it shall be treated as if it were a new position and shall be posted for at least ten (10) calendar days. (This shall not apply to specific instances where a schedule is temporarily flexed, but shall only apply to regular schedule changes.) This paragraph shall not apply in instances where the main location of the Agency moves to another location(s), or where a major portion(s) of the Agency moves to another location(s).

22.7.2. Transfers

Employees may request a voluntary transfer to a regular vacancy in an equally-rated or lower-rated classification. The decision to grant such request shall be solely at the Employer's managerial discretion. Written application must be submitted to Human Resources during the posting period of the vacancy.

Employees who are transferring to an equally-rated classification shall retain their same pay grade and anniversary date. Employees who voluntarily transfer to a lower-rated classification shall have their pay reduced to the lower-rated pay grade, and shall be placed at the same percentage above the minimum of the lower-rated pay grade as they were above the minimum of their pay grade prior to the transfer.

The Employer maintains its managerial right to transfer employees at its sole discretion, based on operational reasons. The Employer agrees that employees who are to be involuntarily transferred shall be given fifteen (15) calendar days advance notice in writing of such transfer, except in case of emergency.

22.8. For the purposes of layoff and furlough, only union officers and stewards shall have super-seniority.

22.9. In the event a full-time employee is furloughed, health insurance benefits shall continue for a period of two (2) months after the date an employee is laid off. Employees must continue to make all required contributions which they were making at the time of layoff in order to maintain this benefit.

ARTICLE 23. PROBATIONARY PERIODS

23.1. New employees shall be considered probationary employees during their first six (6) months of employment with the Employer. The Employer and the Union may mutually agree to extend the probationary period by an additional twelve (12) months. The decision to extend probation or to refuse to extend probation shall not be subject to the grievance and arbitration procedure.

23.2. Probationary employees may be disciplined or discharged by the Employer and the employee shall not have the right to appeal any disciplinary action in the grievance procedure. Probationary employees may have a union representative present at disciplinary meetings upon request.

ARTICLE 24. TEMPORARY ASSIGNMENTS

Whenever an employee within the bargaining unit is assigned to perform, in general, the primary duties and responsibilities of a supervisor for a period in excess of five (5) working days, the employee shall be compensated retroactive to the time the assignment took place at a rate equal to the minimum step of the pay range for the supervisory position or at a 5% increase above the employee's rate of pay, whichever is greater.

If the employee performing the supervisory work is filling in for another employee or is filling in for a vacant position, and if the position is subsequently filled by another employee, the person who had temporarily assumed the duties shall be returned to his or her former position and compensation, but shall receive any increments to which he or she would have been entitled had he or she remained in his or her normal assignment.

ARTICLE 25. GENERAL PROVISIONS

25.1. Classification appeals concerning placement on Appendix B (other than Caseworker/Senior Caseworker) shall be processed in accordance with the contractual grievance and arbitration procedure, except that the arbitration award shall be advisory only and shall not be binding. Classification appeals concerning performance evaluations (Caseworker/Senior Caseworker) shall be processed in accordance with Appendix A, Section 4.

25.2. There shall be one official personnel record for each employee in the bargaining unit. Upon written request, each employee shall be given an opportunity to periodically examine the contents of the personnel file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any material in his or her file and any such statement shall then become part of his or her personnel file. With the exception of an unusual emergency situation, no action of a corrective or disciplinary nature will be taken based on information not contained in the employee's personnel file.

All records shall remain in the employee's personnel file. However, verbal and written warnings that were issued more than three (3) years before shall not be considered for purposes of progressive discipline, provided the employee has not received other verbal or written warnings within the three (3) year period.

25.3. Optional life insurance and optional disability insurance programs, when available, shall be extended to the bargaining unit.

25.4. If an employee's personal clothing or personal effects, such as eyeglasses, are damaged in the line of work, and the employee took reasonable steps to prevent the loss or damage, the County will reimburse the employee for the repair or replacement value that is not covered by the County's insurance, and will not be subject to further reimbursement; provided, automobile vandalism directly related to work and which is not paid by the employee's insurance due to deductible requirement will be reimbursed up to five hundred dollars ($500).

25.5. Employees shall comply with the County's smoking policy as established and revised from time to time.

25.6. The County and the Union shall meet and discuss health and safety issues and shall form a Labor Management Committee consisting of an equal number of representatives that shall meet quarterly or as may be otherwise mutually agreed.

25.7. On an annual basis, the Union shall receive a list of all current employees covered by this Agreement, which shall include each employee's name, work locations, department, and gross pay.

25.8. The employer shall provide the Union with electronic notification of the name, job title, work location, phone number, address, and email address of any newly hired employee covered by this Agreement within seven (7) days of the newly hired employee's first day of work. It shall be the Union's responsibility to arrange and schedule its own meeting with new hires. Any such meeting arranged and scheduled by the Union with the new hires may occur during working hours but shall not exceed fifteen (15) minutes in length.

25.9. The Employer shall notify the Union within five (5) business days of any third-party request for information about the bargaining unit.

25.10. The Employer and Union agree to the following "best practice" for assignment of cases to newly hired caseworkers.

The Employer will not assign newly hired caseworkers any cases until they complete the training module on safety (currently module 4). Upon completion of the module on safety, the Employer will attempt to assign a limited number of cases to newly hired caseworkers until they complete new hire training (currently module 10). The Union understands and agrees that between the module on safety and the completion of new hire training at least some cases must be assigned to newly hired caseworkers to effectuate training. Upon completion of new hire training, to the extent consistent with operational needs and compliance with statutory mandates, the Employer will endeavor to gradually increase newly hired caseworkers' caseloads such that a new caseworker will have a full caseload beginning six months after completion of new hire training.

This article sets forth only an agreement as to the best practice for assignment of cases for new hires. To the extent operational needs require, nothing in this article prohibits the Employer from assigning cases in a manner inconsistent with this Article.

ARTICLE 26. NON-DISCRIMINATION

26.1. Both the Employer and the Union agree not to discriminate against any employee on the basis of any trait protected under federal, state, or local law. .

26.1.1. Topics for employee training concerning diversity and sensitivity to groups with whom bargaining unit personnel may interact in the course of their employment may be raised through meet and discuss.

26.2. It is the policy of the County of Lancaster to maintain a working environment free from all forms of sexual harassment or intimidation. Sexual harassment of our employees will not be tolerated and those violating this practice are subject to disciplinary action up to and including discharge. Based on Equal Employment Opportunity Commission (EEOC) interpretations of

Title VII of the Civil Rights Act, it is illegal and against County Policy for any employee, male or female, to sexually harass another employee or client by:

26.2.1. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, a condition of an individual's employment or of a client's services; or

26.2.2. Making submission to or rejections of such conduct the basis for employment decisions affecting the employee's pay, benefits, or advancement opportunities, or a client's services; or

26.2.3. Creating an intimidating, hostile, or offensive working environment by such conduct; or

26.2.4. Retaliating against employees or clients that complain about such behavior.

Any employee who believes he or she has been the subject of sexual harassment should report the alleged act immediately to the Agency Director/Administrator. In the event that it is inappropriate to report the incident to the Agency Director/Administrator, it should be reported to the County Office of Human Resources.

A complaint may be filed directly with the County's Director of Human Resources, who shall investigate the complaint and advise others regarding the complaint only on a need to know basis, as determined by the Director of Human Resources, at his or her sole discretion.

The Employer recognizes that the question of whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all facts in the matter. Instigating or spreading rumors of alleged sexual harassment is not a proper solution and only prejudices the investigation. Employees must recognize the serious effects false accusation can have on innocent women and men. The Employer trusts that all employees will continue to act responsibly to establish a working environment free of discrimination.

ARTICLE 27. SALARIES AND WAGES

27.1. Employees shall receive pay increases as set forth below, and in accordance with Appendix A, attached hereto and incorporated herein.

27.2. Except as specified in Section 8.4.1, this Article 27 shall not apply to stand-by duty workers.

27.3. Annual Salary Increases

Full-time and part-employees shall receive the following general wage increases:

2024: 3.25%

2025: 3.25%

2026: 3.25%

Employee starting rates and maximum rates (as provided in Section 27.6) will be increased by the same amounts and percentages as provided herein, as set forth on the applicable schedule in Appendix "B."

27.4. Salary Increases for Employees with Less than Six Months of Service

27.4.1. New full-time hires with less than six (6) months of continuous full-time service shall be paid the minimum of their job grade ("Start" rate) as set forth on the applicable schedule in Appendix "B." New part-time hires with less than six (6) months of continuous service shall be paid an hourly rate based on the annual minimum of their job grade ("Start" rate) (divided by 2,080 hours) as set forth on the applicable schedule in Appendix "B."

27.4.2. A full-time employee who has satisfactorily completed six (6) months of continuous full-time service with the Agency will receive a salary based on the annual Six Months rate set forth on the applicable schedule in Appendix "B," effective at the start of the pay period in which the employee's six-month performance review date occurs.

27.4.3. A part-time employee who has satisfactorily completed six (6) months of continuous service with the Agency will receive an hourly rate based on the annual Six Months rate (divided by 2,080 hours) set forth on the applicable schedule in Appendix "B," effective at the start of the pay period in which the employee's six month "anniversary" date occurs.

27.4.4. The Employer may pay above the minimum for highly qualified new hires. If the employee's pay rate is above the applicable Start rate in Appendix "B," the employee will receive a two and one half percent (2.5%) increase effective at the start of the pay period in which the employee's six month "anniversary" date occurs.

27.5. Annual Performance Review Date

Full-time employees hired for employment before January 1, 1999, will have an annual performance review date of January 1. The annual performance review date for full-time employees hired on or after January 1, 1999, will be the anniversary of the employee's date of hire.

27.6. Maximum Pay Rates

27.6.1. All full-time employees who are above the applicable maximum annual pay rate or whose pay increases will take them above the applicable maximum pay rate, shall not have their annual pay reduced and shall receive all earned pay increases due which are above the applicable maximum rate or their then current rate, whichever is greater, in the form of a lump sum payment. Such payments shall not accrue to said employees' base pay rates. For purposes of Section 27.6, "maximum annual pay rate" shall be the maximum pay rate specified on the schedule in Appendix B. To the extent that a job classification does not have a maximum pay rate specified in Appendix B, the maximum pay rate shall be rate established in the County's compensation policy.

27.6.2. All part-time employees who are above the applicable maximum pay rate or whose pay increases will take them above the applicable maximum pay rate, shall not have their hourly pay reduced and shall receive all earned pay increases due which are above the applicable maximum rate or their then current rate, whichever is greater, in the form of a lump sum payment,

based on hours worked during the twelve months prior to their anniversary pay period. Such payments shall not accrue to said employees' base pay rates.

27.7. Salaries of employees shall be paid bi-weekly. In the event this day is a holiday, employees shall receive their pay checks on the preceding day, except that the checks shall be dated the actual pay date.

27.8. To the extent the Employer adopts a parking incentive program applicable to employees who are not in any bargaining unit, bargaining unit members shall be eligible to participate in the incentive program.

27.9. Currently the County does not have any milestone recognition savings bonds or other such awards. The County will agree to provide bargaining unit employees the same milestone recognition savings bonds or awards as it provides to other County employees who are not in any bargaining unit.

27.10. To the extent the employer adopts a master's degree incentive program applicable to employees who are not in any bargaining unit, bargaining unit members shall be eligible to participate in the incentive program.

ARTICLE 28. TUITION REIMBURSEMENT

28.1. Purpose

To provide opportunities for employees to obtain, on a voluntary basis, general education courses that will enable employees to prepare more adequately for their present job assignments as well as promotional opportunities.

28.2. Eligible

All full-time employees who have completed six (6) months of employment may apply for tuition reimbursement.

28.3. Policy

28.3.1. Courses covered by tuition aid must be directly related to the employee's current or future position.

28.3.2. Courses may be taken in accredited colleges, universities, trade schools or other approved training institutions.

28.3.3. Courses of study must be taken outside the employee's normal work hours.

28.3.4. Tuition, registration fees, laboratory fees, and required textbooks for approved courses will be reimbursed 75% upon successful completion. Tuition reimbursement will be limited to a maximum of Three Thousand Dollars ($3,000) per calendar year (first and last fiscal pay periods), based on completion date of the course and will be adjusted for 3rd party payments. An employee must receive a grade of "C" or 2.00/4.00 scale or better to receive reimbursement.

Courses must receive a letter/number grade at the completion of the course. Pass/fail grades will normally not be approved; pass/fail grades will be approved for courses for which no other grade is available.

Third party payments are handled in the following manner: Tuition plus fees and books minus 3rd party payments times 75% equals the Employer reimbursement to the employee (subject to annual maximum). For purposes of this paragraph, the term "third party payment" shall not include student loans; provided, this exclusion is conditioned upon the employee's providing reasonable documentation to confirm the amount, use and full repayment of such loan(s). Failure to provide such documentation or to repay the loan(s) in full shall result in denial of the tuition reimbursement benefit and the employee shall return any corresponding amounts already paid under this Article.

Employees shall be required to comply with the terms, conditions and procedures of the County's tuition aid and/or reimbursement policies, including but not limited to the repayment requirement upon separation within 365 days or such other period as specified in the policy.

ARTICLE 29. DRUG AND ALCOHOL FREE WORKPLACE

Employees shall be subject to the County's Drug and Alcohol Free Workplace policy. Prior to changes in the County's Drug and Alcohol Free Workplace policy, the County will meet and discuss or negotiate changes with the Union if required to do so by applicable law.

ARTICLE 30. EMPLOYEES REHIRED WITHIN TWELVE (12) MONTHS

If an employee voluntarily terminates employment and is rehired by the Agency within twelve (12) months, the Agency Director/Administrator shall return that employee to the same seniority, salary and vacation benefit as of the employee's termination date. The re-hired employee shall be required to comply with requisite waiting periods for all benefits, for example, but not limited to, medical insurance, life insurance, and tuition reimbursement.

ARTICLE 31. MANAGEMENT RIGHTS

All managerial rights and interests now and in the future reserved exclusively to the Employer under the provisions of Act 195 shall continue to be reserved to the Employer without regard to the terms and conditions set forth in this Agreement.

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

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

The listing of specific rights in this Article is not intended to be nor should it be considered a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

ARTICLE 32. SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful or 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; and the remaining portions of this Agreement shall remain in full force and effect.

In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, the amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken.

ARTICLE 33. ENTIRE MEMORANDUM OF AGREEMENT

The Employer and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties, conducted under and in accordance with the provisions of the Public Employe Relations Act, and constitutes the entire Agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing, whether specifically covered herein or wholly omitted herefrom, and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 34. ADVANCED EDUCATION

If an employee receives his or her Master's Degree in Social Work, the County shall provide the employee with an annual membership to the National Association of Social Workers for the period of this Agreement.

ARTICLE 35. TERM OF AGREEMENT

This Agreement, as modified, shall be effective the date of ratification by both parties and shall remain in effect through December 31, 2026.

FOR THE EMPLOYER

3/27/2024
Joshua G. Parsons, Chairman Date

3/27/2024
Ray D'Agostino, Vice Chairman Date

3/27/2024
Alice Yoder Date

FOR THE UNION

3-20-24
Date

3-20-24
Date

3.20.24
Date

3/20/24

3/20/24

APPENDIX A – PERFORMANCE-BASED PAY PLAN SYSTEM

1. The following procedures shall be in place for reclassification from Caseworker, Child Welfare Aide, Account Clerk, Fiscal Technician, Secretary or Secretary Senior to "Senior" designation within those positions.

a. The "Senior" designation is intended only for those employees who demonstrate work skills which are consistently very good and which exceed expectations and who therefore handle more complex tasks and problems within their respective units.

b. A Caseworker, Child Welfare Aid, Account Clerk, Fiscal Technician, Secretary or Secretary Senior shall be promoted to "Senior" designation when his or her Annual Performance Review has been evaluated and rated at "very good" or "meets expectations" or above for two out of three previous years or for two consecutive years.

c. A Caseworker, Child Welfare Aid, Account Clerk, Fiscal Technician, Secretary or Secretary Senior promoted to "Senior" designation shall receive a five percent (5%) pay increase or the six month pay rate for Senior Caseworker (if a Caseworker), whichever is greater.

d. An employee who holds "Senior" designation and whose Annual Performance Review rating falls to "fair" or "meets some expectations" or below for two consecutive years shall lose the designation and shall receive a five percent (5%) reduction in pay.

e. The Employer retains the right to award "Senior" designation to a highly qualified employee following a six (6) month probationary period.

2. Pay increases shall be based on a weighted performance evaluation system.

3. Each employee shall be entitled to an interim review of his or her work performance. Supervisors providing such reviews shall specifically advise the employee of concerns or problems with the employee's work.

4. Appeals

a. An employee may appeal the performance appraisal under the following circumstances:

(1) if at the interim review stage, the employee and the supervisor cannot reach agreement; or

(2) if the employee is unsatisfied with the overall rating received.

b. Process

(1) The employee may initiate an appeal of his or her performance appraisal by submitting a written appeal to his or her reviewing officer. The employee shall notify the Union Chief Shop Steward of appeals when they are filed.

(2) An appeal of the year-end performance appraisal rating and accompanying pay

raise must be initiated within ten (10) work days after the employee receives the final performance appraisal in writing.

(3) Within ten (10) work days of the receipt of the appeal, the reviewing officer will meet with the employee and the employee's supervisor to investigate the appeal. The reviewing officer must make a decision to sustain or deny the appeal within ten (10) work days of this meeting. If no decision is made by the reviewing officer within this time period, the employee may move the appeal to the next step.

(4) In the event the matter is not resolved to the employee's satisfaction at the above level, the employee may appeal, in writing, to the Agency Director/Administrator within ten (10) work days of receipt of the reviewing officer's decision or the date such decision was due, whichever is earlier. Within ten (10) work days of the receipt of the appeal the Agency Director/Administrator will meet with the employee, the employee's supervisor, and the reviewing officer to investigate the appeal. The Agency Director/Administrator must make a decision to sustain or deny the appeal within ten (10) work days of this meeting. If no decision is made by the Agency Director/Administrator within this time period, the employee may move the appeal to the next step.

(5) If the matter is still not resolved to the employee's satisfaction, the employee may appeal, in writing, to the appeals committee within ten (10) days of receipt of the Agency Director/Administrator's decision or the date such decision was due, whichever is earlier. This appeal must be sent directly to the County Chief Clerk/Administrator who, along with two (2) other County representatives and two (2) PSSU representatives, will be a member of the appeals committee. Within ten (10) work days of the receipt of the appeal, the County Chief Clerk/Administrator will schedule a committee meeting to investigate the appeal. The committee will have ten (10) work days to make a decision to sustain or deny the appeal. The decision of this committee is final and binding.

Time limits under this procedure may be extended, upon mutual agreement, by ten (10) work days.

c. In the event the appeal is sustained at the first or second level, the supervisor and the employee (or the Agency Director/Administrator and the employee at the second step) shall determine what action must be taken to correct the problem. If the appeal is sustained at the third step, the appeals committee, in conjunction with the employee, shall determine what action must be taken to correct the problem.

In the event an appeal regarding an overall evaluation is sustained, the employee shall retroactively be made whole for any financial loss as a result of the error.

This appeal procedure shall not prohibit an employee who is disciplined in writing as a result of the performance appraisal system from engaging his or her rights under Article 5 of the collective bargaining agreement between the parties.

APPENDIX B – PAY SCHEDULES

2024 – 2026 Pay Schedules

Annual Rates based on a 40 Hour Workweek Schedule

2024		
Job Classification	**Start**	**Six Months**
Secretary	$33,628.60	$34,469.31
Child Welfare Aide	$33,628.60	$34,469.31
Account Clerk	$35,018.82	$35,894.28
Senior Secretary	$35,018.82	$35,894.28
Fiscal Technician	$42,893.74	$43,966.08
Caseworker Trainee	$44,709.81	Not applicable
Caseworker	$48,378.01	$49,587.46
Senior Caseworker	$52,412.36	$53,722.67
Family Therapist	$54,629.51	$55,995.25

2025		
Job Classification	**Start**	**Six Months**
Secretary	$34,721.53	$35,589.56
Child Welfare Aide	$34,721.53	$35,589.56
Account Clerk	$36,156.93	$37,060.85
Senior Secretary	$36,156.93	$37,060.85
Fiscal Technician	$44,287.78	$45,394.98
Caseworker Trainee	$46,162.88	Not applicable
Caseworker	$49,950.30	$51,199.06
Senior Caseworker	$54,115.77	$55,468.66
Family Therapist	$56,404.97	$57,815.10

2026		
Job Classification	**Start**	**Six Months**
Secretary	$35,849.98	$36,746.22
Child Welfare Aide	$35,849.98	$36,746.22
Account Clerk	$37,332.03	$38,265.33
Senior Secretary	$37,332.03	$38,265.33
Fiscal Technician	$45,727.14	$46,870.31
Caseworker Trainee	$47,663.17	Not applicable
Caseworker	$51,573.68	$52,863.03
Senior Caseworker	$55,874.53	$57,271.39
Family Therapist	$58,238.13	$59,694.09

Maximum Pay Rates			
Job Classification	**2024**	**2025**	**2026**
Caseworker	$70,371.69	$72,658.77	$75,020.18
Caseworker Senior	$77,249.57	$79,760.19	$82,352.39
Family Therapist	$81,032.69	$83,666.25	$86,385.40

APPENDIX C – PUBLIC EMPLOYEES' LIABILITY INSURANCE

(Malpractice)

As of April 6, 1979, all full-time employees of Lancaster County have been covered under a Public Employees' Liability Insurance Policy for Wrongful Acts in the discharge of their duties for the County.

1. For purposes of this policy, a full-time employee is described as anyone working twenty (20) or more hours each week, except those persons working on a retainer or contractual agreement.

2. Wrongful Act is defined as any actual or alleged error, misstatement or act of omission, neglect or breach of duty to include misfeasance, malfeasance or nonfeasance.

3. Exclusions under this policy are generally covered by either our General Liability Policy, Professional Liability Policy or general bond for which each employee is covered for any fiduciary claims.

4. Limits of liability under this policy are $1,000,000 each loss and $1,000,000 annual aggregate, the general bond for fiduciary claims is presently limited to $10,000.

5. There is no available coverage for acts of discrimination in pursuit of your duties.

6. False arrests, libel, slander, defamation of character, invasion of privacy, etc. are all covered under the personal injury clause of the General Liability Policy.

Coupled with the General Liability and Professional Liability Policies, the Public Employee Liability Insurance Policy provides County employees with the broadest coverage available.