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AFL-CIO, Local 585 (2002) (MOA)**

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820265
1500 workers

AGREEMENT

Between

WESTMORELAND COUNTY

And

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 585, AFL-CIO

JANUARY 1, 2002 to DECEMBER 31, 2005

TABLE OF CONTENTS

	PREAMBLE	2
ARTICLE ONE (1)	RECOGNITION	3
ARTICLE TWO (2)	MANAGEMENT RIGHTS	6
ARTICLE THREE (3)	NO DISCRIMINATION	7
ARTICLE FOUR (4)	STRIKE PLEDGES	7
ARTICLE FIVE (5)	UNION SECURITY	8
ARTICLE SIX (6)	CHECK-OFF	9
ARTICLE SEVEN (7)	UNION BUSINESS	11
ARTICLE EIGHT (8)	UNION VISITATION - BULLETIN BOARDS	11
ARTICLE NINE (9)	SENIORITY - PROBATIONARY PERIOD	12
ARTICLE TEN (10)	ASSIGNMENT OF WORK - TEMPORARY TRANSFERS	16
ARTICLE ELEVEN (11)	SHIFT DIFFERENTIAL	17
ARTICLE TWELVE (12)	OVERTIME	18
ARTICLE THIRTEEN (13)	CALL-IN PAY	21
ARTICLE FOURTEEN (14)	JOB CLASSIFICATION	22
ARTICLE FIFTEEN (15)	PROMOTIONS AND TRANSFERS	22
ARTICLE SIXTEEN (16)	LAYOFFS	25
ARTICLE SEVENTEEN (17)	SICK LEAVE	28
ARTICLE EIGHTEEN (18)	PERSONAL LEAVE OF ABSENCE	30
ARTICLE NINETEEN (19)	GENERAL LEAVE	30
ARTICLE TWENTY (20)	VACATIONS	33
ARTICLE TWENTY-ONE (21)	HOLIDAYS	36
ARTICLE TWENTY-TWO (22)	WAGES/LONGEVITY	38
ARTICLE TWENTY-THREE (23)	MEDICAL BENEFITS	39
ARTICLE TWENTY-FOUR (24)	LIFE INSURANCE	41
ARTICLE TWENTY-FIVE (25)	PENSION	42
ARTICLE TWENTY-SIX (26)	PERSONNEL RECORDS	43
ARTICLE TWENTY-SEVEN (27)	MISCELLANEOUS PROVISIONS	44
ARTICLE TWENTY-EIGHT (28)	SUB-CONTRACT WORK	46
ARTICLE TWENTY-NINE (29)	DISCIPLINE	47
ARTICLE THIRTY (30)	GRIEVANCE PROCEDURE	47
ARTICLE THIRTY-ONE (31)	TOTALITY OF AGREEMENT	51
ARTICLE THIRTY-TWO (32)	LEGALITY	51
ARTICLE THIRTY-THREE (33)	SEPARABILITY	52
ARTICLE THIRTY-FOUR (34)	HEADINGS	52
ARTICLE THIRTY-FIVE (35)	DURATION	53
	SIGNATURE PAGE	53
APPENDIX "A"	WAGES	54
APPENDIX "A"	COMPENSATION PLAN	57
APPENDIX "B"	PROFESSIONAL MEMORANDUM	67
APPENDIX "C"	MANOR MEMORANDUM	67
APPENDIX "D"	HEPATITIS B POLICY	74
APPENDIX "A-1"	SALARY SCHEDULE	75

PREAMBLE

WHEREAS, it is the intent and purpose of the parties hereto to continually promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the County and the Union are injurious to the public and both parties, therefore, are aware that adequate means must be established for minimizing them and providing for their resolution. The County and the Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations and by establishing procedures to provide for the protection of the County and its employees and to insure to the public orderly and uninterrupted services.

ARTICLE ONE (1)

RECOGNITION

Section 1: The County of Westmoreland, hereinafter referred to as the "County" pursuant to Section 606 of the Public Employee Relation Act Number 195 of July 23, 1970, as may be amended, and in accordance with certification by the Pennsylvania Labor Relations Board, Case Number PERA-R-391-W, PERA-R-2041-W, hereby recognizes the Service Employees International Union, AFL-CIO, hereinafter referred to as "Union," as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

Section 2: The following departments or, as used interchangeably, "offices," shall constitute administrative units solely for purposes of implementing specific contractual obligations defined herein.

- A. Administrative Unit One (1) ("Commissioner's Unit") is comprised of all eligible full-time and regular part-time professional and nonprofessional employees in a county commissioner's residual unit (other than those listed in Administrative Unit Four (4), including but not limited to employees in the following departments: Tax Office, Maintenance, Voter's Registration, Mail Room, Weights and Measures, Tax Claim Bureau, Planning Department, Purchasing Department, Switchboard Operators, Data Processing/County Information Systems, Area Agency on Aging, Tax Mapping, Roads and Parks, Veteran's Affairs, Election Bureau, Juvenile Detention, Public Safety, Public Works, Information and Referral, Records Management, and Westmoreland Manor. Employees in the Department of Public Safety shall be included in Administrative Unit One (1); however, the provisions of the Article Four (4), Section Three (3) shall be applicable to said employees.
- B. Administrative Unit Four (4) ("Row Office") is comprised of all full-time and regular part-time professional (Coroner's Office only) and nonprofessional employees in the County commissioners residual unit in the following offices: Controller's, Coroner, Recorder of Deeds and Treasurer.
- C. Administrative Unit Six (6) is comprised of all full-time and part-time clerical employees of Westmoreland County Prison.
- D. Administrative Unit Seven (7) is comprised of part-time and full-time employees in the Board of Tax Assessment Office.

Section 3: The term "employee," when used in this Agreement, refers only to full-time and regular part-time employees occupying one of the classifications set forth in Appendix "A," attached hereto and made a part hereof, or any newly created full-time or regular part-time bargaining unit classification.

- A. A "full-time employee" is defined herein as any employee who is hired to fill a permanent position and who is normally scheduled to work more than forty-nine (49) hours within a pay period and who has successfully completed the probationary period prescribed in this Agreement. Any regular full-time employee currently working forty-nine (49) hours shall not lose their full-time status as a result of this language change.
- B. A "probationary employee" is defined herein as any employee who is hired by the County to fill a vacant or newly created permanent bargaining unit position and who is in the process of completing the probationary period prescribed in the Agreement.
- C. Temporary employees are excluded from coverage under this Agreement. A "temporary employee" is defined herein as any person who is hired as a replacement for a full-time or regular part-time employee who is on sick leave or other approved leave of absence and who is expected to return to employment or someone who is hired for a specific non-recurring task for a fixed period of time. Temporary employees shall not be entitled to any benefits, rights and entitlements under this Agreement; however, a regular part-time employee who is temporarily replacing a regular employee shall not lose his part-time status. Any temporary employee who is awarded a permanent full-time position in the classification in which he is currently working shall receive one (1) day of credit toward satisfying his probationary period for each day of work performed during the preceding six (6) month period.
- D. A "part-time employee" shall be defined herein as an employee who is hired to fill a regular position and who is regularly scheduled to work between seventeen (17) and forty-nine (49) hours in a pay period. Part-time employees as defined hereinabove shall not be entitled to any benefits unless otherwise specifically provided for herein. The seniority date of regular part-time employees, employed by the County as of January 1, 1989 shall be established

prospectively from January 1, 1989. In addition, said employee shall be required to complete the probationary period prescribed herein prospective from January 1, 1989. The County shall not create part-time positions for the purpose of eliminating full-time positions. In the event a full-time employee is expected to be absent for three (3) or more days, the senior part-time employee who is available shall be offered the additional work prior to it being offered to temporary employees; however, this provision shall not require the County to assign overtime work to part-time employees. Such additional work shall not be considered as regularly scheduled work.

Section 4: The use of the term "retirement" in this Agreement shall be defined as sixty (60) years of age or upwards, except as applied to a contributor who has completed twenty (20) years of total County service, in which case, it shall be fifty-five (55) years of age or upwards. Further, if a contributor, after five (5) years of service as a County employee and before reaching superannuation retirement age is permanently disabled while in service and is unable to continue as a County employee, as verified by medical examination, shall be considered retired under the terms and provisions of this Agreement. Any other type of retirement, as may be defined under the County Pension Law, Act 96 of August 31, 1971, as may be amended, shall not be construed as a 'retirement' under the terms and provisions of this Agreement.

ARTICLE TWO (2)

MANAGEMENT RIGHTS

Except as expressly limited by County Code, other relevant statutes and codes, or provisions of this Agreement, and reserving unto the County and all management rights which, by law, may not be bargainable, the County shall have and retain, solely and exclusively, all other managerial rights and responsibilities which shall include, but not be limited to, such areas of discretion or policy as: the functions and programs of the County, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Further, the listing of specific rights in this Agreement is not intended to be nor shall it be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the County in the past.

ARTICLE THREE (3)

NON DISCRIMINATION

Section 1: The Union agrees to continue to admit all employees to membership and to represent all employees without regard to race, color, creed, national origin, disability, age, sex or sexual orientation, or the proper exercise by an employee of his rights guaranteed by the Public Employee Relations Act Number 195 of July 23, 1970, as may be amended.

Section 2: The County agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, disability, sex, age or the proper exercise by an employee of his rights guaranteed by the Public Employee Relations Act Number 195 of July 23, 1970, as may be amended.

Section 3: Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural and vice versa, as applicable.

ARTICLE FOUR (4)

STRIKE PLEDGES

Section 1: For the duration of this Agreement, or any extension thereof, the Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike. A strike is defined as a concerted action in failing to report for duty, willful absence from one's position, the stoppage of work, slowdown or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligation of employments. Failure

or refusal on the part of any employee to comply with any provisions of this Article shall be cause for disciplinary action, including discharge.

Section 2: In consideration of this no-strike pledge, the County shall not lockout employees, as defined in Article One (1), Section Two (2) hereof, for the duration of this Agreement.

Section 3: Employees of the Department of Public Safety and Coroner's Office shall not be permitted to strike for the duration of the Agreement or any extensions or expiration thereof.

ARTICLE FIVE (5)

UNION SECURITY

Section 1: Any employee who, on the effective date of this Agreement, has joined the Union and authorized dues deduction, or who in the future joins the Union and authorizes dues deduction must continue the dues deduction authorization and remain a member for the duration of this Agreement, with the provision that any such employee may resign from the Union and revoke the dues deduction authorization during a period of fifteen (15) days prior to the expiration date of this Agreement.

Section 2: The Union shall indemnify and save the County harmless from any action arising out of or resulting from this Article.

Section 3:

- A. Each non-Union member in the Bargaining Unit represented by the Union shall be required to pay a fair share fee as provided for by Act 399 of 1993.
- B. The County and the Union agree to comply with all provisions of said law.
- C. The Union agrees to extend to all non-Union members the opportunity to join the Union.
- D. If any legal action is brought against the County as a result of any action pursuant to this Section, the Union agrees to provide for the

defense of Westmoreland County at the Union's expense and through counsel selected by the Union as approved by the County. Westmoreland County agrees to give the Union immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Union in the defense of the case. If Westmoreland County does not fully cooperate with the Union, any obligation of the Union to provide a defense under this Section shall cease.

- E. The Union agrees in any action to defend, to indemnify and hold Westmoreland County harmless for any and all damages and liability, the County might be liable for as a consequence of its compliance with this Section; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful act by Westmoreland County as a result of the County's failure to properly perform its obligations under this Section.
- F. The County agrees to deduct a fair share fee bi-weekly from all employees in the Bargaining Unit who are not members of the Union.
- G. Authorization from non-Union members to deduct fair share fee shall not be required. The amounts to be deducted shall be certified to the County by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

ARTICLE SIX (6)

CHECK-OFF

Section 1: The County and Union shall deduct regular initiation fees and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, provided that:

A. An employee shall have the right to revoke such authorization by giving written notice to the County and Union fifteen (15) days prior to the expiration day of this contract.

B. The County's obligation to make deductions shall terminate automatically upon timely receipt of revocation by the employee of authorization or upon termination of employment or promotion or transfer to a job classification outside the bargaining unit. Upon written request from the Union for bi-monthly deductions, the County shall comply after a meeting and discussion on the formula.

Section 2: Deductions under Section One (1) shall be made during the second pay period of each month and transmitted to the Union no later than the fifteenth (15) day following the end of the pay period in which the deduction is made and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 3: The Union shall indemnify and save the County harmless from any action arising out of or resulting from deductions hereunder and commenced by an employee against the County (or the County and the Union jointly).

Section 4: The County agrees to use the Local 585 dues billing form for the purposes of remitting Union dues. The County agrees to update this form on a monthly basis by indicating the correct dues rate and initiation fees, adding new applicants and coding employees who may have resigned, retired, died, become promoted or laid off or taken an unpaid leave of absence due to pregnancy, illness, education or military service. The County agrees to deduct any owed Union dues from an employee's pay upon return from said unpaid leave of absence and remit said dues to the Union.

Section 5: The County agrees to continue the Union's COPE checkoff.

ARTICLE SEVEN (7)

UNION BUSINESS

Section 1: A Union steward will be permitted to leave his work area after reporting to his respective supervisor and recording his time for the purpose of attending grievance meetings with the County in accordance with the grievance procedure or for the purpose of orally presenting a grievance to the County. Failure or refusal on the part of any such employee (s) to comply with any provision of this article shall be cause for disciplinary action.

Section 2: The Union shall furnish the County with a written list of stewards, indicating the department and shift to which each is assigned and, further, shall promptly notify the County in writing of any changes therein.

Section 3: The County shall furnish the Union with a written list of immediate supervisors, indicating the department and permanent shift to which each is assigned and, further, shall notify the Union in writing of any changes therein.

Section 4: The County shall give to each new employee, on their first day of employment, an informational packet which will be supplied by the Union.

ARTICLE EIGHT (8)

UNION VISITATION - BULLETIN BOARDS

Section 1: After informing an appropriate County official, the accredited representatives of the Union shall be permitted to enter the County premises during work hours, with the proviso that at no such time shall such visitation rights interfere with the work requirements of any employee or the operational requirements of his department or the County.

Section 2: The Union may post notices, pamphlets and bulletins on County bulletin boards in areas mutually agreed upon provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene or defamatory of the County or its representatives, or to any individual, or which constitutes election campaign material.

Section 3: Upon request from an appropriate County official or his designee, the Union will immediately remove any notice or other writing that the County believes violates this section.

Section 4: Any dispute arising out of the terms and provisions of Sections Two (2) and Three (3) above will be subject to the grievance procedure.

Section 5: Add Union Communication Stations at worksites. To be provided by the Union and in places acceptable to the County.

ARTICLE NINE (9)

SENIORITY - PROBATIONARY PERIOD

Section 1: For purposes of this Agreement, seniority shall be defined as the length of continuous service an employee has in the bargaining unit. For purposes of all other entitlements hereunder, excluding pension, seniority shall be based on the employee's last date of hire with the County. Seniority shall accrue during absence due to illness and other authorized leaves of absence, provided it is not terminated in accordance with Section Two (2) below.

Section 2: An employee's seniority shall be broken for any of the following reasons:

- A. Voluntary termination of employment
- B. Discharge for just cause.

C. When recalled from layoff, upon his failure to report to work within a period of forty-eight (48) hours after employee has received notification to so return; provided, however, if the employee notifies the County within said forty-eight (48) hours that he is not immediately available for work, but wishes to remain on the seniority list, he shall be retained on such list for a period not to exceed thirty (30) calendar days. If, however, the employee is unable to return to work because of a physical disability, the County will proceed to recall the most senior qualified employee next on the list. However, such employee shall maintain his position on the recall list up to any break in seniority as defined in this article.

D. Layoffs in excess of twenty-four (24) cumulative months. When an employee who is on layoff is requested to perform work, he shall receive one (1) day of seniority credit for each day he works. Any employee working in such capacity shall not be entitled to any other benefits, rights and entitlements, except as provided for in Article Sixteen (16), Section Four (4) (C). For purposes of illustration, assume that an employee who is on layoff is requested to work and completes ten (10) working days within a twenty-four (24) cumulative month period shall be entitled to ten (10) days of seniority credit which shall be added to the twenty-four cumulative months. Accordingly, said employee would not break his seniority for a period of twenty-four (24) cumulative months plus ten (10) days.

E. Cumulative unpaid leave in excess of twelve (12) months in any twenty-four (24) month period except for unpaid union leaves as set forth in Article Nineteen (19), Section Five (5).

F. Cumulative absence due to Worker's compensable injury in excess of twenty-four (24) months in any thirty-six (36) month period. Any employee whose seniority is terminated shall be maintained on a preferential hiring list for two (2) years and if reemployed shall be allocated to the appropriate pay grade at a step commensurate with his length of service less

time for months not worked during maintenance on the preferential hiring list, and will be considered a new employee; however, he may purchase his previous years of service for pension entitlement only. No such employee can be reinstated without the County first receiving medical certification as to the employee's ability to return to work.

- G. Acceptance of other employment while on authorized leave of absence, including sick leave, unless said employment is authorized in accordance with this Agreement.
- H. Any unauthorized absence which exceeds three (3) work days shall be considered an abandonment of employment.

Section 3: When an employee whose continuous service has been broken by any of the above causes is again hired, he shall begin as a new employee of the County.

Section 4: New employees shall be regarded as probationary employees for the first forty-five (45) working days of their employment and shall not be entitled to seniority during that period. Upon completion of this period of forty-five (45) working days, the seniority of such employees, if retained as employees, shall be effective as of the date of their employment as probationary employees. During an employee's probationary period, he shall have no seniority rights and shall not be entitled to any of the other benefits, rights and entitlements of this Agreement. A probationary employee may be summarily dismissed during his probationary period at the sole discretion of the County, and said dismissal shall not be subject to the grievance procedure. The Union will not refuse reasonable requests by the County to extend an employee's probationary period. During such extension, an employee is entitled to all benefits, rights, and entitlements of the contract except that dismissal shall not be subject to the grievance procedure.

Any regular part-time employee who is awarded a regular full-time position and who has already completed his forty-five (45) working day probationary period shall not be required to complete an additional probationary period as described herein. However, such employee shall be required to complete the required thirty (30) working day trial period in Article Fifteen (15), Section Six (6) and/or the orientation period. Notwithstanding Article One (1), Section Three (3) (C) herein to the contrary, the orientation period

applicable to any Westmoreland Manor Nursing position shall not count towards fulfilling the forty-five (45) working day probationary period. Employees changing job titles shall not be required to complete another probationary period to become eligible for benefits.

Section 5: Absence due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service, except as provided in Section Two (2).

Section 6:

- A. An employee may exercise his bargaining unit seniority within his own department for the purpose of changing shifts or work weeks solely when an opening occurs within his classification or another shift or work week so long as he has the ability to perform the work involved and the departments operational needs permit such a change.
- B. Any employee who laterally bids a shift change within his job classification shall not be permitted another such bid for a period of three (3) months subsequent to the change.

Section 7: The names, dates of hire and job classification of all new persons hired, including temporary employees, shall be furnished to the Union within the first thirty (30) work days of employment. The County shall semi-annually provide the Union with an updated seniority list of employees and their classification.

Section 8: Any employee promoted to a position outside of the unit covered by this Agreement will retain the right to return to his former position, within one (1) year from date of promotion, provided a vacancy exists. Said employee shall be entitled to fill the first such vacancy, notwithstanding Article Sixteen (16) to the contrary. Such employee shall retain all seniority which he accrued prior to the time of his promotion. However, he shall not accrue any seniority for the time spent outside his bargaining unit.

Section 9: Any current employee who had his seniority determined by the drawing of lots shall retain said seniority on that basis. Effective January 1, 1989 any new employees hired on the same date shall

have their seniority determined by the last four (4) digits of their social security number (i.e., higher number/highest seniority).

Section 10: Full-time seniority shall prevail over part-time seniority.

ARTICLE TEN (10)

ASSIGNMENT OF WORK - TEMPORARY TRANSFERS

Section 1: All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignment. Temporary transfers shall be made on an equitable basis. A temporary transfer shall not exceed thirty (30) working days, except:

- A. To fill a vacancy caused by an employee being on sick or other approved leave of absence;
- B. To provide vacation relief scheduling;
- C. To fill an opening temporarily pending permanent filling of such opening; or
- D. To meet an emergency situation.

Section 2: When an employee is temporarily transferred to another job classification for at least two (2) hours:

- A. If the pay grade of such other classification is lower than his regular pay grade, he shall receive his regular pay grade rate.
- B. If the pay grade for such other classification is higher than his regular pay grade, he shall be paid the pay grade rate of such other classification at the same step he holds in his regular pay grade except that an employee who is temporarily transferred out of his classification series more than two (2) pay grades higher shall receive either the base rate of that classification or a step in that classification closest to a two (2) step increment, whichever is higher.

Section 3: With the exception of existing seven (7) day a week operations, the work shall be assigned on a five (5) consecutive day per week basis with two (2) consecutive days off. The present method of scheduling employees at Westmoreland Manor shall be maintained.

Section 4: There will be no split shifts unless the County, the Union and the employee mutually agree.

Section 5: The County agrees to maintain its present practices regarding rest breaks during normal work shifts.

Section 6: The practice of summer scheduling in the parks will continue with employees working twelve (12) hours on Saturdays and Sundays and taking a day off during the week. Overtime will continue to be waived for the hours worked on these Saturdays and Sundays.

The waiver of overtime will only apply to the employees normally scheduled under the summer schedule and not employees scheduled for special events in the parks. The summer schedule will begin with the first weekend in May and conclude with the last weekend in September.

Section 7: The County will adopt the proposed twelve (12) hour schedule for TCO's on a trial basis for at least three (3) months. At the end of that time period, or any time thereafter, the County reserves the right to return to a schedule it deems necessary. The County will meet and discuss the effect of the schedule change and its effective date at least twenty (20) days prior to the effective date of the change in schedule. TCO's will continue to earn sick time and vacation time at the current accrual rates. Accrued hours will be divided by the length of the shift to determine available sick and vacation days. The value of a personal day will be the length of a shift.

ARTICLE ELEVEN (11)

SHIFT DIFFERENTIAL

Section 1: Throughout the life of this Agreement, the shift differential shall be thirty-five cents (\$.35) per hour for the night shift and forty (\$.40) cents per hour for the afternoon shift.

Section 2: For purposes of applying the aforesaid shift differentials, all hours worked by an employee during the work day shall be considered as worked on the shift on which he is regularly scheduled to start work. Except that any employee who is required to work four (4) or more continuous hours beyond his normal shift and his work time falls within another shift herein, he shall receive the appropriate shift differential pay for all such continuous hours worked in said other shift.

Section 3: Shifts shall be identified in accordance with the following:

- A. Day shift includes all turns regularly scheduled to commence between 5:00 a.m. and 9:59 a.m., inclusive.
- B. Afternoon shift includes all turns regularly scheduled to commence between 10:00 a.m. and 4:59 p.m., inclusive.
- C. Night shift includes all turns regularly scheduled to commence between 5:00 p.m. and 4:59 a.m., inclusive.

Section 4: Shift differential shall be included in the calculation of overtime, holiday and vacation compensation.

Section 5: The work week shall start at 12:01a.m. Monday, except for existing seven (7) day operations where the work week shall commence at 12:01a.m., Sunday.

ARTICLE TWELVE (12)

OVERTIME

Section 1: The County shall be the sole judge of the necessity for overtime.

Section 2: The County shall retain the sole and exclusive right to determine work schedules and the number of shifts required.

Section 3: All employees covered in this Agreement shall receive time and one-half (1 ½) the regular rate of pay for all hours worked over eight (8) hours in one (1) day or forty (40) in one (1) week. Hours are

not to be pyramided, except as noted in Article Ten (10), Section Six (6). TCO's will receive time and one-half (1 ½) the regular rate of pay for all hours worked in excess of forty (40) hours in one (1) week. Hours are not to be pyramided. In the event the twelve (12) hour schedule at 911 is discontinued, the overtime shall be calculated in accordance with Article Twelve (12), Section Three (3).

Section 4: Only hours actually worked shall be counted as time worked in the computation of overtime.

Section 5: Each department shall maintain a record of overtime hours worked by employees within that department subject to the following limitations: Qualified employees within the needed classification shall be given the opportunity to work overtime on the basis of this record, so as to equalize as nearly as practical the opportunity to work overtime within classifications and within departments over a reasonable period of time. As overtime rosters are established in accordance with this provision, senior employees will be placed on top of the list. Ultimately, however, the objective will be to equalize overtime opportunity within a reasonable period of time within departments or section by classification.

The preceding notwithstanding, it is recognized that where a job is in progress, the most practical manner of assigning overtime will be to hold over qualified employees, within the needed classification, who are working on the shift that precedes the overtime. In such a situation, the above referred to roster would be consulted to determine which of the qualified employees in the needed classification would be held over from the preceding shift to perform the overtime work.

Other situations might occur in which the County may have to hold employees over (or in which a sufficient number of employees cannot be held over and some additional employees must be called in) and when this occurs, the above referred to roster will be consulted to determine which of the qualified employees, within the department or section and within the needed classifications, shall be called in.

It is understood that the County retains discretion to determine the number of employees, if any, within each classification that shall be used as overtime; moreover, nothing in this article is intended to restrict the County's right to limit work assignments to qualified employees. Individual departments may continue overtime scheduling practices consistent with operational needs.

Section 6: In the event an employee is required to work beyond their normal work day and management anticipates that a minimum of four (4) additional hours of work will be required, employees will be given a meal break of one-half (1/2) hour with pay. The meal break shall be scheduled within said four (4) additional hours; however, if management determines, at its sole discretion, that a meal break cannot be scheduled because of the operational needs of the department, the employee shall be paid seven dollars (\$7.00) in lieu of said meal break. Said payment shall not be included in the regular rate of pay, nor shall it be included in the calculation of overtime or premium pay. Employees shall be reimbursed in accordance with the existing meal allowance of the County and any improvements thereto.

Section 7: When a situation occurs within the County that imposes a hazard to public safety, it is agreed that any employee shall be assigned to the abatement of that hazard, regardless of whether the work is overtime or not, without violating this Agreement.

Section 8: No employee will unreasonably refuse to work overtime on any day when the necessity for working such overtime arises. The County reserves the right to discipline, suspend or discharge any employee who violates the provisions of this article. The preceding notwithstanding, however, the fact that other qualified employees were available and did perform the necessary overtime shall be given consideration when disciplinary action is contemplated for a refusal to work overtime.

Section 9: Overtime distribution rosters will be posted in each department.

Section 10: Any employee who is required to work on an unscheduled day in his defined work week shall be compensated at the rate of one and one-half (1 ½) times his regular hourly rate of pay for all hours worked on such days. These hours shall not be pyramided. This proviso shall not include voluntary schedule changes between and among employees nor the assignment of additional work days within a schedule of less than five (5) days. Accordingly, the County shall not be liable for any overtime payments arising there from. Employees receiving premium pay for working an unscheduled day will forfeit said premium pay if they call off

sick and therefore did not work at least forty (40) hours in a week in which the unscheduled day is worked. If the employee presents a doctor's excuse for the sick day upon his next scheduled work day, they will be paid for the day.

ARTICLE THIRTEEN (13)

CALL-IN PAY

Section 1: An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of work and/or pay at the applicable rate of pay. An employee who is called into work on his regularly scheduled day off shall receive a minimum of four (4) hours of work and/or pay at one and one-half (1 ½) times his regular hourly rate of pay for all hours worked on such day or days. These hours will not be pyramided. If circumstances beyond the control of the County prohibit an employee or employees from working, the aforementioned guarantee will not apply. If a dispute arises over "beyond the control of the County", the matter will be submitted immediately to an arbitrator. Should the arbitration award favor the position of the Union, the County will pay all associated arbitration fees.

Section 2: An employee on regular schedule reporting for work shall receive a minimum of four (4) hours of work at the applicable rate of pay.

Section 3: Employees who are scheduled for stand-by time shall be paid seventy dollars (\$70.00) per week. Employees scheduled for stand-by time for periods less than one (1) week shall be paid ten dollars (\$10.00) per shift that they are on stand-by.

Stand-by time shall apply only to the following departments and classifications:

Coroner's Office – Deputy Coroner

In addition, only one (1) employee per department per work week shall be scheduled for stand-by. If the County determines that a classification or department other than those listed above are needed to be placed on stand-by, they will meet and discuss with the Union prior to implementation.

ARTICLE FOURTEEN (14)

JOB CLASSIFICATION

The County will create a job classification system including job descriptions making same available to the Union.

In the event the Union alleges duties of any existing job(s) are significantly changed, the County shall review the job and provide the Union with the result of said review. In the event the Union disagrees with the implementation of the resulting pay grade assignment, it may file a grievance as set forth in Article Thirty (30) beginning at Step Three (3) (specifically Human Resources Department).

ARTICLE FIFTEEN (15)

PROMOTIONS AND TRANSFERS

Section 1: As far as practical, vacancies shall be filled by the promotion of employees already in County service who possess the established minimum qualifications for the positions. The promotion of an employee shall be in recognition of the employee's demonstrated competence to perform more responsible work and shall be based upon his actual assignment to a position of increased difficulty and responsibility. A promotion shall not take place solely on the basis of seniority or primarily to increase an employee's pay.

Section 2: Posting of Vacancies: When a vacancy occurs (other than for a temporary transfer) in the bargaining unit, the County will post notice of such vacancy for a period of ten (10) work days. The notice shall state which job(s) are open, how many openings exist, what qualifications are required, how the bid is to be made and what is the time limit for filling of same. The County and Union discourage the costly practice of indiscriminate bidding for individual convenience or temporary advantage. Employees who wish to apply for the vacancy shall indicate, in writing, their qualifications for the job on the official County bid form and shall file their bid within the prescribed time limit.

The County shall fill vacancies within forty (40) days of posting (one hundred (100) days for vacancies in the Manor Nursing department) in accordance with the requirements of the contract.

Section 3: Any employee who works in a department or office in Administrative Unit One (1) where a vacancy occurs will be given first preference on bidding for the vacancy, provided he possesses the necessary qualifications, skills and ability. In the event no employee within the department or office bids, any employee outside of said department, but who is within said Administrative Unit One (1), may bid for the vacancy, provided he possesses the necessary qualifications, skills and ability. In the event the vacancy is not filled in accordance with the foregoing procedure within the ten (10) work day time limit, the County may fill the vacancy from outside the administrative unit.

Section 4: It is understood and agreed that nothing in this article shall diminish or alter the right of the County to direct appropriate transfers and reassignments of employees.

Section 5: In all cases of promotions or filling of vacancies, the County shall have the right to pass over any employee if it establishes that the employee cannot perform the work.

Section 6:

- A. Any employee who is awarded a vacancy shall be subject to a thirty (30) working day trial period in which he must demonstrate that he possesses the requisite skills and ability to perform the duties and responsibilities of the position.
- B. In the event the employee does not qualify within said thirty (30) working day period, he shall be permitted to return to his former job without loss of seniority. Any employee may, within said thirty (30) day period, voluntarily return to his former job without loss of seniority.
- C. The Union will not refuse reasonable requests by the County to extend the thirty (30) working day trial period.

Section 7: If the qualifications of a job vacancy are changed prior to or subsequent to the posting of said vacancy, the County shall notify the Union regarding same.

Section 8: Nothing in this article shall be construed to mean that the County is obligated to temporarily or permanently fill any vacancy or to assign a job or grant a thirty (30) working day trial period to any bidder who does not possess the requisite qualifications. Further, the County reserves the exclusive right to discontinue the trial period after fifteen (15) working days for any bidder it does not consider qualified to fill the vacancy.

Section 9: The County will notify the Union and the affected employee regarding the disposition of all bids.

Section 10: Other than for temporary transfers, no employee will be temporarily assigned to fill a vacancy until such time as the vacancy has been posted in accordance with this article.

Section 11: Any employee who bids and is awarded a position in a higher pay grade shall be paid the pay grade rate of said position at the same step he held in his former pay grade, except that an employee who bids and is awarded a position out of his classification series more than two (2) pay grades higher shall receive either the base rate of that classification or a step in that classification closest to a two (2) step increment, whichever is higher. An example of a class series is Clerk Typist 1, 2, 3; another example is Clerk Steno 1, 2, 3 or Maintenance Worker 1, 2, 3, 4.

Section 12: Nothing in this article shall be construed to deny the right of any employee to bid on a vacancy in his own pay grade, or in a lower one.

Section 13: An employee who bids and is awarded a position in the same or lower pay grade shall be paid the pay grade of said position at the same step he held in his former position.

Section 14: An employee who is off work on leave of absence or workers' compensation shall be permitted to bid on job vacancies,

provided that employee is able to work within two (2) weeks of being awarded the position. Employees shall be required to provide medical certification concerning their ability to return to work. The County shall have no obligation to inform employees on leave of absence or workers' compensation of job bid opportunities.

Section 15: The County will provide the Union on a quarterly basis a listing of all unfilled bargaining unit vacancies.

ARTICLE SIXTEEN (16)

LAYOFFS

Section 1: When, in the sole opinion of the County, it is necessary to reduce the working force, temporary, probationary, part-time, and the least senior employee, respectively, within the affected job classification and department/office (or in case of the Manor, shift) shall be laid off first.

Section 2: Employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the circumstances which make the layoff necessary or, at the discretion of the County, two (2) weeks pay in lieu thereof.

Section 3:

- A. Any employee in Administrative Unit One (1) who is scheduled for a layoff shall have the right to exercise his seniority and bump the least senior employee who holds the same job classification in Administrative Unit One (1). In the event the senior employee cannot bump within the same job classification, he may bump the least senior employee in any position in his same pay grade or any lower pay grade within Administrative Unit One (1), provided he has the qualifications, skills and ability to do the job.
- B. Any employee in Administrative Units Four (4), Six (6) and Seven (7) who is scheduled for a layoff shall have the right to exercise his seniority and bump the least senior employee who holds the same job classification in his department or

office. In the event the senior employee cannot bump within the same job classification, he may bump the least senior employee in any position in his same pay grade or any lower pay grade within his department or office, provided he has the qualifications, skills and ability to do the job.

- C. For those professional employees classified as Registered Nurse, Registered Nurse Assessment Coordinator, Staff Nurse/RN, Caseworker (Manor), Aging Care Manager, IS Specialist (series), Systems Administration Specialist (series), Technical Support Analyst (series), Systems Support Specialist (series), and Deputy Coroner, seniority, for purposes of layoff, shall be continuous service within the classification.
- D. Employees must exercise their right to bump or accept layoff within five (5) work days from the date of notification of available bump(s).
- E. In the event more than one (1) employee is laid off at the same time, the most senior employee within said group shall be the first to exercise his bumping right. This procedure shall be followed in descending order of seniority.

Section 4:

- A. Employees shall be recalled in the reverse order in which they were laid off to the same job they previously held, if available.
- B. No employee shall be permitted to bump a Telecommunication Officer (TCO).
- C. Employees on layoff shall also be recalled to replace any regular full-time employee in the same job classification who is on an authorized unpaid leave of absence for one (1) month or more. Any employee so recalled shall be entitled to all of the rights and entitlements of a regular employee

except retirement, hospitalization, prescription, life and vision care. Such employees shall be entitled to aforesaid benefits except retirement benefits after the first six (6) months of such recall or transfer in lieu of layoff and shall be entitled to accrue, but not use, their vacation time during the period they serve in such capacity.

- D. Any regular full-time employee who is transferred in lieu of layoff to replace a regular full-time employee who is on an authorized leave of absence for one (1) month or more shall be governed by Article Sixteen (16), subsection 4 (C) hereinabove.
- E. Any employee who refuses a recall under (C) or transfer under (D) hereof shall be terminated in accordance with Article Nine (9), Section Two (2) hereof.
- F. Any employee on a recall list may bid on a vacancy in accordance with Article Fifteen (15) hereof.

Section 5: Seniority shall not accrue during any period of layoff in excess of ten (10) work days.

Section 6: Any employee who exercises his bumping rights shall be compensated at the pay grade of the job into which he bumps at the same pay step he held in his former position. However, any employee who had been restricted by a two (2) step increase under Article Fifteen (15), Section Eleven (11) hereof shall be compensated at a step no lower than he held previous to his last promotion.

Section 7: The Civil Service Rules and Regulations applicable to layoff shall apply to any employee covered by the Civil Service Law.

Section 8: Any employee who is on layoff will have their benefits cease the last day of the month in which layoff occurs.

ARTICLE SEVENTEEN (17)

SICK LEAVE

Section 1: Full time employees shall earn and accumulate the following amounts of sick leave hours every pay period provided that they are in compensable status for fifty percent (50%) or more of the pay period:

	<u>Bi-Weekly Earnings</u>	<u>Max Accumulated</u>
6.5 hour/day =	3.750 hours	1,170.0 hours
7.0 hour/day =	4.038 hours	1,260.0 hours
7.5 hour/day =	4.327 hours	1,350.0 hours
8.0 hour/day =	4.615 hours	1,440.0 hours

New employees shall not be entitled to use sick leave during their probationary period.

Section 2: Paid sick leave shall be granted when an employee is required to be absent from work because of:

- A. Illness of the employee.
- B. Contact with or exposure to a contagious disease rendering the employee's presence hazardous to fellow employees.
- C. Necessary medical or dental attention that cannot be scheduled during non-working hours.

Section 3: Proof of illness in the form of a medical certificate shall be required if, for a reason under paragraphs A, B, or C above, an employee is absent for hours that are equal to three (3) consecutive work days, or if the illness occurs during an employee's annual leave. The County may require a medical certificate after hours equal to one (1) day of illness for those employees who are abusing their sick leave entitlement. Any misrepresentation shall be cause for disciplinary action, including discharge. Employees will attempt to schedule medical and dental appointments during non-working hours. Departmental needs permitting, employees may attend

work prior to leave of an appointment or return to work after an appointment that could only be scheduled during work hours.

Section 4: Whenever an employee is transferred from a position in one County department to another, he shall be credited in the new department will all remaining sick leave to which he was entitled before the transfer occurred.

Section 5: No paid sick leave shall be granted to any employee unless he notifies the County one (1) hour before his regularly scheduled starting time on the first day of the absence stating the approximate expected duration of said absence. Notification for Department of Public Safety employees shall be two (2) hours.

Section 6: An employee shall be entitled to use up to five (5) days of his annual sick leave entitlement for illness of a member of said employee's immediate family. Immediate family shall be defined as father, mother, brother, sister, spouse, child (step), grandparents, grandchild or legal ward. The provision set forth in Section Three (3) of the article shall apply to this subsection.

Section 7: Upon retirement or death, the County will reimburse an employee or his beneficiary at the rate of twenty-five (\$25.00) dollars for all unused, accumulated sick days up to the maximum specified in Section One (1) hereinabove. Said maximum hours shall be converted to days based on the number of hours in the employee's regular work day.

Section 8: Part-time employees covered herein shall earn sick leave on pro-rated basis for hours worked in the immediate preceding six (6) month period. (Calculations are based on a full-time equivalency of three-quarters (3/4) day converted to hours based on the part-time employee's regular work day).

ARTICLE EIGHTEEN (18)
PERSONAL LEAVES OF ABSENCE

Section 1: Personal leaves of absence without pay up to a maximum of one hundred eighty (180) days may be granted by the County, except for child care leave in which case the maximum may be one (1) year from date of birth or adoption. While an employee is on such leave, his duties shall either be performed by remaining employees and his position kept vacant, or they shall be performed by a temporary substitute. Said leave shall not interrupt continuous service. However, no other benefits shall be paid during said leave.

Section 2: The County shall notify the Union in writing of such personal leaves.

Section 3: All employees must exhaust all of their earned vacation and personal days prior to receiving an unpaid leave of absence for non-medical reasons. Employees must exhaust only all of their earned sick time prior to receiving an unpaid medical leave of absence. Any personal leave of absence granted under this section shall also include any applicable leave time under the Family and Medical Leave Act (FMLA)

ARTICLE NINETEEN (19)
GENERAL LEAVE

Section 1: Bereavement Leave. When death occurs in the immediate family, an employee, upon request, will be excused up to a maximum of five (5) consecutive days, which shall include the day of the funeral and any scheduled days off. If the employee works on the day of death, such day shall not be considered as the first day of the five (5) consecutive day entitlement. Said employee must verify said death to the County. Immediate family shall mean: Father, Mother, Brother, Sister, Spouse, Child, Father-in-Law, Mother-in-Law, Daughter-in-Law, Sister-in-Law, Son-in-Law, Brother-in-Law, Grandchild, Grandmother, Grandfather and legal ward. Time thus paid shall not be counted as hours worked for purposes of determining overtime pay. No employee will be excused with pay for death in family when death occurs during the employee's sick leave

or general leave. If an employee is on approved vacation, bereavement leave shall be used and employee shall recoup vacation days.

One (1) day leave without loss of pay to attend funeral for (employee only) aunts, uncles, step-parents, step-children and step-brothers and step-sisters, current and former guardians.

Section 2: Jury Duty Leave. An employee serving on jury duty will be excused, with pay, for the time lost during his basic work week(s), providing he turns in to the County Treasurer any pay received for such jury service and presents a receipt from the County Treasurer to his supervisor.

Section 3: Fire Fighting and Emergency Management. An employee shall be granted leave of absence with pay while performing fire fighting or emergency management rescue work during a fire, flood, hurricane or other such disaster. An employee absent from work for such reasons shall be required to obtain a written statement from the Fire Company, Forest Fire Unit, Civil Defense Agency or other organization with which he served, certifying as to his activities during the period of absence. Volunteer participation in fire fighting activities or emergency management rescue work shall require the prior approval of the employee's department head or institution head.

Section 4: Military Leave of Absence: Military leave shall be granted to employees in accordance with applicable law provided the employee submits a copy of his military orders to the County.

Section 5: Union Leave. At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office or employed by the Union. Said Union leave shall be for not less than one (1) year nor exceed three (3) years, during which time seniority or other entitlements shall not accrue. Benefits eligibility shall cease the first day of said leave.

Union leave without pay shall be granted to employees upon request of the Union for up to twenty (20) days per calendar year, provided such leave does not present unreasonable hardship on the County.

If selected to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment, a leave of absence not to exceed three (3) days in any one (1) calendar year

per delegate will be granted with pay. The number of delegates not to exceed one (1) delegate per fifty (50) Union members.

Section 6: Employee Training.

- A. The County shall establish an educational/training fund in the amount of seven thousand five hundred dollars (\$7,500.00) to be utilized by employees covered herein, subject to County policy, and pursuant to Meet and Discuss as required by Act 195.
- B. If additional educational requirements are mandated for employees as a condition of continued employment, the County will provide an approved in-service/out-service educational program to enable employees to satisfy said requirements.
- C. A labor-management training/educational committee shall be established to pursue training and educational opportunities at area educational institutions including Westmoreland County Community College. This committee shall also "Meet and Discuss" on the County's education and training process.

Section 7: The County will pay hospitalization and other benefit coverages to the end of the month in which a non-medical leave commences except in the case of a Union leave as defined in Section Five (5) of the Article.

Section 8: The County will pay hospitalization/prescription/vision/life insurance coverage for employees on Workers' Compensation or an unpaid medical leave of absence for a cumulative period of six (6) months within any fifteen (15) month period beginning with the effective date of any such unpaid leave. Employees may purchase hospitalization/prescription/vision/life insurance coverage at the County's group rate until they have a break in their seniority as defined in Article Nine (9) hereof.

ARTICLE TWENTY (20)

VACATIONS

Section 1: Regular full time employees covered in the Agreement shall receive vacation at their regular rate of pay based on the amount earned the preceding year as follows:

<u>Years of Service</u>	<u>Annual Entitlements</u>
After one (1) year	Hours equal to ten (10) working days
After three (3) years	Hours equal to fifteen (15) working days
After ten (10) years	Hours equal to twenty (20) working Days
Thereafter	Hours equal to one (1) working day for each additional year to a maximum of twenty-five (25) days.

Full time employees shall earn and accumulate the pro-rated amount of vacation hours every pay period provided that they are in compensable status for seventy-five percent (75%) or more of the pay period. Employees shall be credited for vacation time starting from their last date of hire. Vacation requests must be received by employee's department head on or before March 1st in any year. Vacation schedules will be posted by April 1st.

Vacation entitlements shall not be diminished because of a change in regularly scheduled hours.

Section 2: Employees who are entitled to hours of vacation that are the equivalent of more than ten (10) working days of vacation may schedule the equivalent of ten (10) days in integers of one (1) day at a time, in accordance with Sections Four (4) and Five (5) of this Article. These days must be requested no earlier than two (2) weeks before and no later than one (1) week prior to the requested date. These individual days may not be scheduled between December 15th and January 2nd at Westmoreland Manor. These individual days shall be granted on a first come, first serve basis.

Section 3: Whenever an employee is transferred from one County department to another, he shall be credited in the new department with all remaining vacation leave to which he was entitled before the transfer occurred.

Section 4: Department heads shall schedule employee's work so as to enable each employee to take the vacation to which he becomes entitled. Vacation leave shall be granted at such time as is reasonably determined by the department head, to be consistent with the staffing needs of the department. If any vacation leave of a full-time employee unavoidably remains at the end of the anniversary year, the employee shall be granted the opportunity to carry-over the vacation by making a written request to their department head. Employees will then be given three (3) months to utilize the vacation carry-over. Should circumstances prevent the employee from utilizing all of the carry-over before the expiration of the three (3) month extension, a written request shall be made to the Director of Human Resources for a determination as to the amount of extended time needed.

Section 5: In the event of a vacation scheduling conflict with another employee, the most senior employee shall have his preference. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the County, the employee and the Union.

Section 6: The County shall grant hours equal to four (4) "EA" (excused absence without pay) days per year to employees working in seven

(7) day operations who are scheduled to work on a basis other than Monday through Friday. EA days shall not apply to the Parks Department. These days shall be scheduled in accordance with Section Four (4) and Five (5) of this article.

Section 7: If an employee is terminated, resigns, dies or retires prior to the completion of an anniversary year, he shall receive vacation pay prorated in accordance with the pay periods employed and in compensable status seventy-five percent (75%) of the pay period. Employees entitled to hours equal to ten (10) days vacation would receive a pro-rata vacation based on one-twenty-sixth (1/26) of his/her allocation for every pay period he/she was in compensable status for seventy-five percent (75%) of the pay period.

Section 8: Any employee who terminates, resigns, dies or retires prior to completion of his first anniversary year of employment shall not be entitled to any pro-rated vacation days upon such severance.

Section 9: Part-Time employees covered herein shall earn vacation on a prorated basis for hours worked in the immediate preceding six (6) month period. (Calculations are based on a full-time equivalency of three-quarters (3/4) day converted to hours based on the part-time employees regular work day earned vacation after completion of one (1) year of service). Part-time employees may utilize earned vacation after completion of one (1) year of service.

ARTICLE TWENTY-ONE (21)

HOLIDAYS

Section 1: The following legal holidays will be observed as paid holidays for all employees in compensable status.

- A. New Year's Day
- B. Dr. Martin Luther King Day
- C. President's Day
- D. Good Friday
- E. Memorial Day
- F. Flag Day
- G. Independence Day
- H. Labor Day
- I. Columbus Day
- J. November 11, which shall be referred to as traditional Veteran's Day
- K. Thanksgiving Day and Day After
- L. Christmas Day
- M. Two (2) Personal Days. Employees hired after July 1 shall be entitled to one (1) personal day in that year. Employees terminating their employment before July 1 shall be entitled to one (1) personal day in that year. Pay for the two (2) personal days shall be based on the hours equal to the employees normal work day. Any employee who is hired on or after November 1 in any given year shall not be entitled to any personal days for that year.

Section 2: Employees who request a Personal Day, must notify their supervisor in writing on a Request for Personal Day form. The County will respond to the employee's request within a reasonable time frame. Personal Days shall be granted in departments on a first-come, first-serve basis. Personal Days shall be scheduled by the supervisor consistent with the staffing needs of the department. Employees shall be paid their regular rate of pay for any unused Personal Days remaining as of December 31 in any year. All Personal Day requests must be approved before EA days can be requested. Once approved, Personal Days cannot be changed except by mutual agreement between the County, the employee and the Union. The scheduling of any Personal Day(s) in conjunction with an employee's vacation period will be governed by Article Twenty (20).

Section 3: Employees shall not be eligible for the payment of any unused Personal Days subsequent to the termination of their employment for whatever reason or retirement.

Section 4: Except for seven (7) day operations, any holiday which occurs on a Sunday shall be celebrated the immediately following Monday. Any holiday which occurs on a Saturday shall be celebrated the immediately preceding Friday. For seven (7) day operations, the calendar date on which the holiday is observed shall be the date it is celebrated.

Section 5: Notwithstanding Section Eight (8) of this Article to the contrary, employees required to work on any of the holidays specified in Section One (1) will receive one and one-half (1 ½) times their regular rate of pay including shift differential, if applicable, plus their holiday pay at straight time, or a total of two and one-half (2 ½) times their regular rate of pay for holiday hours worked.

Section 6: Holiday time for purposes of this Agreement shall be the twenty-four (24) hour period commencing with the shift starting hour used at the beginning of the work week.

Section 7: When one of the holidays specified in Section One (1) is observed during the employee's vacation, he shall be entitled to one (1) additional day of vacation based on hours equal to employees regular work day or, at the discretion of the County, shall receive one (1) additional day's pay in lieu thereof at straight time. If one of the holidays in Section One (1) is observed during an employee's regularly scheduled day off, he

shall be paid his regular daily rate at straight time. Such hours shall not be used in calculating or determining overtime pay and such hours shall not be pyramided. Hours actually worked shall be the only hours used in the computation of daily or weekly overtime.

Section 8: To be eligible for holiday pay, an employee must be in compensable status the day before the holiday and the day after the holiday. Any employee who is authorized to take an "EA" day on the day before a holiday or the day immediately after a holiday shall not lose his holiday pay as a result thereof, provided, however, the employee is in a compensable status the day before and the day after said authorized "EA" day.

ARTICLE TWENTY-TWO (22)

WAGES/LONGEVITY

Section 1: Employees covered herein shall be paid in accordance with Appendix "A" attached hereto and made a part hereof.

Section 2: Employees covered herein shall receive longevity increments in accordance with the following:

All longevity increases at the tenth (10th) and each subsequent five (5) years of service shall be five percent (5%) of an employee's then applicable rate of pay. Any incumbent regular full time employee on the payroll as of December 31, 1998 shall continue to be entitled to longevity increments under this section. Any regular full time employee hired on or after January 1, 1999 shall not be entitled to any longevity increments.

ARTICLE TWENTY-THREE (23)

MEDICAL BENEFITS

Section 1: Westmoreland County will provide healthcare coverage to all full time employees and their eligible dependents at no charge to the employee with the following co-pays:

PHYSICIAN OFFICE VISITS

1st Year - \$10.00 2nd Year - \$10.00
3rd Year - \$10.00 4th Year - \$20.00

EMERGENCY ROOM VISITS

1st Year - \$20.00 2nd Year - \$20.00
3rd Year - \$20.00 4th Year - \$20.00

BRAND NAME DRUGS

1st Year - \$12.00 2nd Year - \$12.00
3rd Year - \$15.00 4th Year - \$20.00

GENERIC DRUGS

1st Year - \$8.00 2nd Year - \$8.00
3rd Year - \$10.00 4th Year - \$10.00

In addition to the co-pays, the prescription drug program will include:

1. Mandatory Generic prescription drugs.
2. Employees and their eligible dependents electing to use brand name drugs when a generic drug is available shall pay the brand name co-pay and the difference between the cost of the generic drug and the brand name drug. If the prescribing physician deems a brand name drug is medically necessary and specified, "dispense as written", the employee or their eligible dependent will pay the brand name co-pay.

3. For the period January 1, 2003 to December 31, 2003 employees shall be eligible to receive a thirty-four (34) day supply or 100 units, whichever is greater, for one (1) co-pay.
4. For the period January 1, 2004 to the expiration of the contract, employees shall be eligible to receive a maximum thirty-four (34) day supply for one (1) co-pay or up to a ninety (90) day supply via the mail order program for two (2) times the co-pay.
5. A closed formulary will become effective the third (3rd) year of the contract on January 1, 2004.

Nothing in this agreement shall prohibit the County from seeking competitive bids and pricing for the aforementioned healthcare coverage. Nor shall the County be restricted in changing healthcare providers as long as the new provider's coverage is equivalent to the coverage provided by the current carrier.

Section 2: Upon retirement (as this term is defined under this Agreement), an employee shall be entitled to hospitalization coverage until such time as he reaches sixty-five (65) years of age, provided the retiree has also completed eight (8) or more years of continuous service at the time of his retirement. Said retiree shall pay one-half (1/2) of the monthly premium cost for such hospitalization coverage. The County shall pay the other one-half (1/2) of the monthly premium.

Section 3: The County will provide a Vision Care plan for individual employees and their dependents. The County will fully pay the monthly premium costs for such coverage during each year of this Agreement.

Section 4: The County shall not contribute to the cost of duplicate hospitalization coverage where an employee and his spouse are both employed by the County and shall pay only for one (1) employee. Employees covered by hospitalization elsewhere may elect not to be covered by the County's hospitalization plan hereunder. In such event, the County will pay the employee seven-hundred and fifty dollars (\$750.00) per year. The method of payment for the buyout will be the amount of the buyout divided by twenty-six (26) pay periods. Re-enrollment shall be subject to proof of loss or reductions of coverage elsewhere.

ARTICLE TWENTY-FOUR (24)

LIFE INSURANCE

Section 1: The present term life insurance policy shall provide regular, full-time employees with coverage equal to one and one-half (1 ½) times their annual salary rounded off to the lowest one thousand dollars (\$1,000.00), not to exceed a maximum of fifty thousand dollars (\$50,000.00). The amount of insurance coverage for any regular full-time employee working beyond his sixty-fourth (64th) year would reduce by eight percent (8%) annually through his sixty-ninth (69th) year. Commencing with his seventieth (70th) year and thereafter, the amount of insurance in effect would be limited to twenty-five percent (25%) of his annual salary, but in no case would the amount be less than four thousand dollars (\$4,000.00). Upon retirement (as this term is defined under this Agreement), an employee shall be entitled to life insurance in the face value of five thousand (\$5,000.00), provided the retiree has also completed eight (8) or more years of continuous service at the time of his retirement.

Section 2: The waiting period for long-term disability shall be ninety (90) days. The County agrees to "Meet and Discuss" with the Union any changes in the insurance carrier. The term "Meet and Discuss" shall be defined and applied herein as it is defined and applied under Act 195.

Employees who become eligible for long-term disability on or after December 1, 1988 shall be covered by a policy which provides for a five (5) year cap on benefits.

ARTICLE TWENTY-FIVE (25)

PENSION

Section 1: All employees covered in this Agreement shall receive the benefits of and are subject to the terms and conditions of the County Retirement Law.

Section 2: If, at any time during the effective period of this Agreement, the County is given the legal right to assume all or part of the present employee's pension contribution, the County agrees to reopen this Article for discussion upon being given thirty (30) days written notice by the Union of its intent to do so.

Section 3: A joint labor-management committee shall be established to evaluate and review the present pension plan and make recommendations for change, if needed. Said committee will be composed by three (3) members designated by the Union and three (3) members designated by the County. Said committee will periodically meet at mutually agreeable times.

ARTICLE TWENTY-SIX (26)

PERSONNEL RECORDS

Section 1: The County shall maintain one (1) confidential personnel file in the Personnel Office for each employee. In addition, there may be one (1) official pre-employment file which also shall be confidential and shall contain letters of reference and recommendations and/or materials related thereto secured from sources outside the County. An employee covered herein shall immediately notify the Human Resources Department of the County of any changes in his name, address, telephone number, and dependent status for benefits purposes or other pertinent information as may be required. For purposes of this Agreement, the County may rely on the last address supplied by an employee.

Section 2: Individual personnel files shall be confidential. However, an employee shall have the right to make such additions or responses to the material contained in his official personnel file as he shall deem necessary, but he shall have no right to remove material from the file. The employee shall have no right of access to the official confidential pre-employment file.

Section 3: An employee shall have access to this official personnel file, with prior appointment, during regular working hours, provided there shall be no interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the employee, and his access to the file shall be only in the presence of someone in authority in the office.

Section 4: The Union shall have access to the official personnel file of an employee at reasonable times during regular office hours after having given the Personnel Director, or his designee, reasonable notice and provided it first shall have obtained the express written approval of that employee.

Section 5: If the official personnel file is duly subpoenaed in accordance with the law, the employee shall be notified at the earliest possible time.

Section 6: Upon written request to the Director of Human Resources, or his designee, an employee shall be furnished with a copy of any and all material, except pre-employment information, included within his personnel file. The employee shall be responsible to pay the County ten cents (\$0.10) per page for any and all documents they request be furnished to them beyond ten (10) pages.

Section 7: The County will expunge from an aggrieved employee's personnel file all documents used in connection with a grievance which has been sustained either by mutual agreement or an arbitration decision.

Section 8: Disciplinary actions shall not be introduced or considered in arbitration proceedings after eighteen (18) months. Upon written request by an employee, disciplinary actions relating solely to attendance shall be removed from an employee's file after eighteen (18) months.

ARTICLE TWENTY-SEVEN (27)

MISCELLANEOUS PROVISIONS

Section 1: Present supplying of work clothing, tools, shoes, etc., shall continue.

Section 2: When an employee is requested to use his personal automobile for County business, he shall be reimbursed at the rate permitted by IRS Regulations. The present form used to verify mileage reimbursement shall be maintained. No employee shall be required to carry automobile insurance in excess of those limits required by applicable law.

Section 3: An employee may leave his work premises if he so desires for the lunch period of one-half (1/2) hour or one (1) hour, whichever is applicable, with the proviso that he must first punch out on time clocks that will be appropriately placed by the County. Upon return, such employee shall punch in. In the event an employee, upon return, exceeds the lunch period, such employees may be subject to a loss of money equal to the time of tardiness and to disciplinary action. Employees who are encompassed within Administrative Units Four (4), Five (5), Six (6) and Seven (7) are entitled to a one (1) hour lunch period; however, they are subject to the time

restrictions as set forth in this section. Supervisors in each department shall maintain suitable records governing the administration of this procedure. Any employee who persistently is tardy shall be subject to disciplinary action, including discharge.

Section 4: If the County requires a physical exam of any employee, it shall pay for same, provided the examination is performed by a County designated physician.

Section 5: Employees including part time shall be reimbursed in accordance with existing meal and travel allowance policies, and any improvements made thereto.

Section 6: A joint labor-management health and safety committee with equal membership shall meet as requested in an effort to provide a safe and healthful working environment for the employees and to insure compliance with all applicable local, state, and federal health and safety laws and regulations.

Section 7: The County shall not unreasonably deny reimbursement to employees for replacement of personal items destroyed by patients or clients such as eyeglasses, clothing or other similar items.

Section 8: The County, at the request of the Union, shall meet and discuss flex time for individual departments.

Section 9: Employees shall not be required to provide receipts or wrappers for reimbursement purposes for meals from vending machines.

Section 10: Hepatitis B immunizations will be made available to any at-risk employees. The Union agrees to abide by the County's Hepatitis B Inoculation Policy attached hereto.

Section 11: A joint labor management committee comprised of an equal number of representatives of the County and Union will be established to "meet and discuss" once per month issues of concern. The term "meet and discuss" shall be defined and applied herein as this term is defined and applied under Act 195.

Section 12: Contingent upon the County Controller's approval: Employees will receive reimbursement for authorized expenses provided the employee has completed the appropriate paperwork and submitted same to the Controller in a timely manner. The employee will receive the reimbursement no later than two (2) pay periods after submission and approval of the required paperwork.

ARTICLE TWENTY-EIGHT (28)

SUB-CONTRACT WORK

Section 1: The terms and provisions as set forth in this article pertain solely to the use of contractors engaged by the County for the purposes of performing functions, duties and responsibilities normally performed by employees of Westmoreland County.

Section 2: The County retains the authority to determine:

- A. Whether the County or other instrumentality or governmental body should provide a service to the public.
- B. Whether other agencies, organizations, associations or groups should be engaged for the development and implementation of programs.

Section 3: The County shall not assign any substantial amount of bargaining unit work to non-bargaining unit people except in the event of an emergency or some other unusual circumstances or subcontract any bargaining unit work except where required by applicable law or the rules and regulations promulgated by grantor agencies or in any of the following situations:

- A. Performance of work that is not regularly performed by County employees, or
- B. When some unique skill(s) and/or equipment is required on a project, or
- C. Projects that involve work of a type that is not regularly included within the services which the County provides, or

D. Where facilities and qualified manpower of the County who may normally perform such work are being fully utilized during the regular work week.

E. Notwithstanding the provisions of this article to the contrary, the County reserves the exclusive right to sub-contract auxiliary services at the Juvenile Detention Centers and George's Station Farm.

ARTICLE TWENTY-NINE (29)

DISCIPLINE

Section 1: An employee who is suspended, demoted or discharged while on duty shall be given a written notice stating the reason for the action within three (3) days thereafter. In case of suspension or discharge, the employee shall be advised that he has a right to have his steward present and, if he so requests, shall be promptly granted an interview with his steward before he is required to leave the premises.

Section 2: The Union may process a suspension or discharge grievance commencing at the Third (3rd) Step of the grievance procedure outlined in Article Thirty (30) hereof.

Section 3: The Elected Row Officers will be bound by the standard of "Just Cause" with respect to the discharge of any Union eligible employees under their jurisdiction.

ARTICLE THIRTY (30)

GRIEVANCE PROCEDURE

POLICY: It is agreed that both the County and the Union have a mutual interest to encourage a harmonious and cooperative relationship and to settle differences through the grievance machinery, as provided in this contract and that every effort should be made by both parties to see that differences are processed promptly and settled at the first level in the grievance procedure. Any employee who is covered by applicable Civil Service Law may process his grievance through either the Civil Service

Appeal Procedure or this contract grievance procedure. If an appeal is filed under the Civil Service 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 Civil Service Procedure.

DEFINITION: A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement.

Section 1: Any employee is entitled to select an accredited representative of the Union to represent him during all steps of the grievance procedure, which is as follows:

FIRST STEP - IMMEDIATE SUPERVISOR. An employee with a grievance shall discuss it with his immediate Supervisor within seven (7) calendar days of its occurrence or his knowledge of same. The Supervisor shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within five (5) work days of its presentation. The Supervisor shall report his decision to the employee in writing. If the employee does not proceed with his grievance to the Second Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

SECOND STEP - HEAD OF DEPARTMENT. If the employee is not satisfied with the disposition of his grievance after discussion with his Immediate Supervisor, he may submit a written appeal to the Department Head within five (5) work days after receiving a decision at the First Step or within not less than five (5) work days nor more than ten (10) work days after the grievance was presented at the First Step. The Department Head, within five (5) work days after receiving the appeal, shall meet with the employee in an attempt to resolve the grievance. The Department Head shall give the employee a written decision within five (5) work days following the meeting. If the employee does not proceed with his grievance to the Third Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

THIRD STEP - COMMISSIONER'S DESIGNEE AND/OR ELECTED OFFICIAL. If the employee is not satisfied with the disposition

of his grievance at the Second Step, he may submit a written appeal to the designee of the Commissioners and Elected Official, if applicable, within five (5) work days after receiving a decision at the Second Step or within not less than ten (10) work days nor more than fifteen (15) work days after the grievance was presented at the Second Step. The Designee and Elected Official, if applicable, within ten (10) work days following the hearing, shall give the employee a written decision. If the employee does not proceed with his grievance to the Fourth Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

FOURTH STEP - ARBITRATION. If the Union is not satisfied with the disposition of the grievance at the Third Step, it may appeal to arbitration within five (5) work days after receiving a decision at the Third Step or in not less than twenty (20) work days nor more than twenty-five (25) work days after the grievance was presented at the Third Step. A request for arbitration may be initiated by the Union serving upon the County a notice in writing of an intent to proceed to arbitration. The notice shall identify the agreement provision in dispute, the issue(s) to be determined and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903.1 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one (1) name remains. The County shall strike the first name. The person remaining shall be the arbitrator.

- A. The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding, with the proviso that any decisions of the arbitrator or arbitrators requiring legislation will only be effective if such legislation is enacted.

B. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 2: If the County fails to adhere to the time limitations at any step in the grievance procedure and a time extension has not been granted by the Union to the County, the Union shall have the right to advance the grievance to the next step of the grievance procedure.

Section 3: A grievance which affects a substantial number of employees may be presented initially by the Union at Step three (3) of the grievance procedure. The Union shall designate one (1) spokesman to act as representative for the group.

Section 4: A grievance may be withdrawn by the Union or the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

Section 5: The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the County and the Union, be binding and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement and shall not be arbitrable.

Section 6: Nothing in this Agreement prohibits an employee from personally bringing matters of personal concern to the attention of the appropriate officials of the County.

Section 7: Any individual employee or group of employees shall have the right at any time to present grievances to the County and to have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement and, provided further, that the Union has been given an opportunity to be present at such adjustment. The County may notify an aggrieved employee (with copy to Union) of its decision by certified mail sent to the employee's last known address, and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.

ARTICLE THIRTY-ONE (31)

TOTALITY OF AGREEMENT

This Agreement represents the sole and complete agreement between the parties and supersedes all agreements, understandings, and practices in effect prior to the date of this Agreement, except those four (4) memoranda agreed to by the parties during the course of negotiations resulting in this and/or prior agreement. In addition, this Agreement shall not be modified except in writing duly executed by the Board of County Commissioners and Service Employees International Union, Local 585.

ARTICLE THIRTY-TWO (32)

LEGALITY

Both parties hereto specifically agree it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this Agreement, or any part hereof, is in conflict with said statutes, governmental regulations or judicial decisions, this Agreement shall be automatically adjusted to comply with the said statutes, governmental regulations or judicial decisions.

ARTICLE THIRTY-THREE (33)

SEPARABILITY

In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rules or regulations now in effect or hereafter to become effective, or by reason of the decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the terms or provisions are directly affected by the section declared invalid or unenforceable.

ARTICLE THIRTY-FOUR (34)

HEADINGS

Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE THIRTY-FIVE (35)

DURATION

Pursuant to the requirements of Act 195, this Agreement, shall be binding upon the parties hereto, their successors and assigns, from January 1, 2002, to and including December 31, 2005, and thereafter from year to year, except that either party may notify the other by certified mail on or before July 1, 2005 of its desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized offices and representatives and intending to be legally bound hereby, have hereunder, affixed their hands and seals this

_____ 23rd day of January, 2003.

WESTMORELAND COUNTY BOARD OF COMMISSIONERS

BY [Signature]
CHAIRMAN

BY [Signature]
MEMBER

BY [Signature]
MEMBER

ATTEST: BY [Signature]

LOCAL 556, SERVICE EMPLOYEE INTERNATIONAL UNION, AFL-CIO

BY [Signature]

[Signature]

[Signature]

[Signature]

"APPENDIX A"

1. All employees shall receive an increase of \$0.60/hour in the first year of this Agreement. During the second year of this Agreement, each employee shall receive a \$0.60/hour increase. During the third year of this Agreement, each employee shall receive a \$0.50/hour increase. During the fourth year of this Agreement, each employee shall receive a \$0.50/hour increase. These increases shall be reflected in a revised Salary Schedule.

EXCEPTIONS:

1. Registered Charge Nurses, Staff Nurse/RN and Community Health Nurse II shall receive \$3.00/hour the first year, \$1.25/hour the second year, \$1.25/hour the third year and \$1.25/hour the fourth year.
Staff Nurses/LPNs shall receive \$2.00/hour the first year, \$1.00/hour the second year, \$1.00/hour the third year and \$1.00/hour the fourth year.
2. Maintenance Worker I: any regular full time employee who completes one (1) full year of service as a Maintenance Worker I and successfully passes the appropriate test shall be promoted to Maintenance Worker II. Incumbent Maintenance Worker III employees who have been classified as such for two (2) years or more will be allocated to the Maintenance Worker IV position provided they successfully pass the applicable Maintenance Worker IV test.

Any employee who is awarded a Maintenance Worker III position shall remain in that position for two (2) years. After two (2) years of service as a Maintenance Worker III, the employee will be allocated to a Maintenance Worker IV position provided the employee successfully passes the Maintenance Worker IV test. Any employee who fails a Maintenance Worker test shall not be entitled to be retested for one (1) year from the date of said failed test.

3. The following method shall be used for promotions and /or out of classification rates. Promotions and out of classification rates shall be implemented in accordance with Article Fifteen (15), Section Eleven (11) described herein. For those employees whose current rate of pay does not fall on the pay scale, the following method will be used to determine rates of pay for promotions/demotions and out of classification pay in accordance with Article Fifteen (15), Section Eleven (11) described herein: To calculate the difference between steps nine (9) of employee's current pay grade and step nine (9) of the new pay grade, the difference will be added/subtracted from employees current rate of pay to determine new pay rate. If employees fall in between steps on the pay scale, they will be moved to the next higher step and then calculated according to the promotion/demotion policy in Article Fifteen (15), Promotions and Transfers.
4. The starting salary for Graduate PN and Graduate Nurse shall be \$14.15/hour and \$17.57/hour respectively and shall be increased as set forth in Section One (1) above. Once these employees pass the State Boards, they shall be moved to Step One (1) of the Staff Nurse/LPN, Staff Nurse/RN or RCN rates.

5. The starting salary for Aging Care Managers and Manor Caseworkers shall be \$12.85/hour the first year of the Agreement and shall be increased as set forth in Section One (1) above. Trainee rate shall be ninety (90) percent of entry rate.
6. All wage increases described herein shall apply retroactive to January 1, 2002.

COMPENSATION PLAN

The allocation of bargaining unit positions to their appropriate pay grades shall be as follows:

PAY GRADE 2

Custodian Trainee
Records Center Clerk Trainee
Unit Assistant Trainee

PAY GRADE 3

Custodian
Food Service Worker
Laundry Worker
Records Center Clerk
Switchboard Operator
Unit Assistant

PAY GRADE 4

Clerk Typist Trainee
Department Clerk Trainee
Data Entry Operators – 911
Maintenance Worker 1
Receptionist Trainee
Registrar Trainee

Seamstress

Warehouse Clerk

PAY GRADE 5

Accounts Clerk Trainee

Aging Case Aide I

Bookkeeper Trainee

Clerk Steno I

Clerk Typist

Department Clerk

Dietary Aide

Duplicating Machine Operator Trainee

Laundry Equipment Operator

Lead Switchboard Operator

Mapping Clerk Trainee

Micrographics Operator

Office Clerk Trainee

Receptionist

Registrar

Secretary Trainee

Supervisor

Tax Clerk Trainee

Van Driver

PAY GRADE 6

Accounts Clerk

Beautician

Bookkeeper I

Clerk II

Clerk Steno II

Maintenance Worker II

Mapping Clerk

Medical Secretary I

Office Clerk I

Purchasing Clerk Trainee

Records Clerk

Recreation Aide

Secretary I

Senior Clerk Typist

Senior Department Clerk

Tax Clerk

Voting Machine Serviceman

PAY GRADE 7

Bookkeeper II
Cashier Trainee
Driver
Inheritance Tax Clerk
Legal Secretary Trainee
License Clerk
Office Clerk II
Purchasing Clerk
Senior Micrographics Operator
Secretary II
Senior Accounts Clerk
Senior Bookkeeper
Senior Records Clerk
Unit Clerk

PAY GRADE 8

Beautician Manager
Cashier
Central Supply Aide
Clerk Steno III
Cook
Dietary Clerks
Finance Clerk Trainee
Hospital Stores Clerk
Legal Secretary I
Lead Worker - Laundry
Nurses Aide
Nurse Tech
Park Reservationist
Payroll/Retirement Clerk Trainee
Restorative Program Aide
Senior License Clerk
Senior Purchasing Clerk
Systems Control Specialist

PAY GRADE 9

Assessor Trainee
Duplicating Machine Operator
Finance Clerk
Ink Draftsperson
Inspector
Legal Secretary II
Medical Secretary II
Payroll/Retirement Clerk I
Senior Cashier

PAY GRADE 10

Admissions Intake Clerk
Child Care Workers
Fiscal Assistant
Group Leader/Custodial Worker III
Lead Worker – Switchboard
Legal Secretary III
Maintenance Worker III
Map Cartographer
Nursing Secretary

PAY GRADE 10 (CONT)

Payroll/Retirement Clerk II
Protection Abuse Coordinator
Records Tech
Senior Finance Clerk
Supervisor I
Tax Map Draftsperson

PAY GRADE 11

Administrative Assistant
Assessor
Deed/Cartographer/Tax
Maintenance Worker Specialist
Office Supervisor
Supervisor II

PAY GRADE 12

Maintenance Worker IV

Office Supervisor

Recreation Tech

PAY GRADE 13

Accredited Records Clerk

Assessor Supervisor

Mechanic

PAY GRADE 14

Child Care Supervisor

System Support Network Specialist

Tech Support Network Specialist

PAY GRADE 15

Deputy Coroner

Maintenance Tech

Supervisor I Recreation Tech

PAY GRADE 16

Senior System Support Network Specialist

PAY GRADE 17

Maintenance Worker III - Group Leader - Public Works

Maintenance Tech/Group Leader - Manor

TCO

Telecommunication Officer

LPN

Staff Nurse/LPN

RN

Staff Nurse/RN

Unit Nurse

RCN

Registered Charge Nurse

Registered Nurse Assessment Coordinator

Community Health Nurse II

IS 1

IS Specialist Trainee
Systems Administration Specialist Trainee
Technical Support Analyst Trainee
Technical Support Specialist Trainee
Systems Support Specialist

IS 2

IS Specialist
Systems Administration Specialist
Technical Support Analyst
Technical Support Specialist

IS 3

Senior IS Specialist

PL

Project Leader

CASEWORKERS

Aging Care Manager/AAA
Caseworker/Manor

APPENDIX "B"

PROFESSIONAL MEMORANDUM

1. Incumbent Caseworkers/Manor and Aging Care Managers shall receive hourly rate adjustment in accordance with Appendix "A-1"
2. The entry rate of pay for Caseworkers/Manor and Aging Care Managers shall be \$12.85/hour in the first year of this Agreement, \$13.45/hour in the second year of this Agreement, \$13.95/hour in the third year of this Agreement and \$14.45/hour in the fourth year of this Agreement. *Trainee rate shall be ninety percent (90%) of entry rate.
3. The County shall cover Aging Care Managers/Caseworkers (Manor) with professional liability insurance.

APPENDIX "C"

MANOR MEMORANDUM

In order to assure proper implementation of the Agreement as it relates to specific areas of concern, including the employees of Westmoreland Manor, the following guidelines are hereby agreed to by the parties hereto:

1. The seniority of Staff and Charge Nurses who bid on Charge Nurse positions shall be based on their last date of hire.
2. Nursing Department schedules shall be prepared annually and issued January 1 of each year. There shall be no changes in said schedules without a one (1) week advance written notice to the affected employee(s). The Nursing Office shall make every effort to provide this notice earlier, if possible.
3. The Manor will provide and designate floor space for placement of a filing cabinet for the exclusive use of the Union.
4. In addition to his regular pay, an employee in the Maintenance Department shall be paid for his one-half (1/2) hour meal break,

pursuant to Article Twelve (12), Section Six (6), even if he has been unable to take the meal period due to the nature of his work assignment.

5. When a nursing vacancy occurs and a regular full-time employee successfully bids from another classification and/or department, the County may temporarily fill the vacancy until the bidder satisfactorily completes the applicable nursing orientation program, at which time said bidder shall be awarded the position subject to the provisions of Article Sixteen (16) hereof.
6. Since temporary employees are excluded from coverage under this Agreement, they shall not accrue seniority for any time spent working in such capacity for bidding purposes under Article Sixteen (16) hereof.
7. When a nursing vacancy occurs, the Manor will post same in accordance with the Labor Agreement. Prior to permanently filling said nursing vacancy, any senior qualified employee may request to laterally transfer to the floor location of the second vacancy created by virtue of the aforementioned lateral transfer. Senior qualified employees shall be given preference. There shall be no further lateral transfers with respect to the nursing vacancy. Requests for transfers will not be unreasonably denied.
8.
 - A. Westmoreland Manor shall grant four (4) "EA" (excused absence without pay) days per year to employees working in seven (7) day operations.
 - B. "EA" days may be used in single or multiple integers or in connection with vacation periods. However, employees who intend to use their "EA" days in connection with a vacation period must notify their Department Head on or before March 1st each year.

- C. For those employees who desire to utilize their "EA" days in single or multiple integers which are not in connection with a vacation period must notify their Department Head no earlier than two (2) weeks in advance of their requested time off, but in no event shall such notification be later than one (1) week in advance. Individual "EA" days shall be granted on a first-come, first-serve basis. Requests made on the same day among two (2) or more employees shall be granted on the basis of seniority, if necessary.
 - D. "EA" days shall not be accumulated from year to year.
 - E. "EA" days shall be scheduled by the Department Head consistent with the staffing of the department.
 - F. "EA" days, single vacation days or personal days may not be scheduled for use between December 15th and January 2nd.
 - G. Once "EA" days are scheduled and approved, they may not be changed except by mutual agreement between the County, employee and Union.
9. LPN's and RN's shall be employed on the salary schedule described in Appendix "A-1". RN's with four (4) or more years of RN experience may be hired at Step one (1) on the salary schedule described in Appendix "A-1".

10. The total number of nursing employees to be off for vacation shall be:

8-4 shift	2 RN	2 LPN	7 NA (6 at Christmas)
4-12 shift	1 RN	1 LPN	6 NA (4 at Christmas)
12-8 shift	1 RN	1 LPN	4 NA (3 at Christmas)

Vacation selection for employees in the Nursing Department shall be by overall bargaining unit seniority. The County shall have the right to pull regular employees and use a temporary employee in their place to provide coverage required by the granting of vacations.

The minimum number of people who can schedule personal holidays in nursing shall be as follows:

8-4 shift	1 licensed 1 non-licensed
4-12 shift	1 employee
12-8 shift (excludes light duty employee and unit clerks).	1 employee

11. Employees on Light Duty shall not be counted as part of the Manor's nursing care hours.
12. Any temporary nurse aide who is awarded a regular full time or part time position under this Agreement shall be allocated to step one (1) of the appropriate pay grade.
13. Westmoreland County and S.E.I.U. recognized the desire to offer employees at Westmoreland Manor consistent and reasonable schedules including scheduling alternate weekends off, and that the work schedules for employees at Westmoreland Manor must be altered to accommodate this scheduling change. Westmoreland County and S.E.I.U. agree that the ultimate goal is quality care for the residents of Westmoreland Manor and recognize that staffing directly affects this goal. Therefore, the parties hereto intending to be legally bound hereby agree as follows:

A. Employees at Westmoreland Manor will be scheduled for alternate weekends off. Alternate weekends off will be implemented and maintained according to the following schedule:

<u>Date</u>	<u>% of Staff on Alternate W/E Schedule</u>
7/1/02	10%
1/1/03	40%
7/1/03	50%
1/1/04	70%
7/1/04	90%
1/1/05	100%

B. If at any point, due to increasing vacancy rates that are expected to last beyond one month, the County reserves the right to schedule employees at every third weekend off. This change in schedule will affect the least senior employees (per classification, per shift) and only the number of employees necessary to affect safe staffing numbers.

- C. Non-Nursing employees hired into slots developed to work every weekend will not be scheduled alternate weekends off.
- D. Nursing employees hired into 12-hour weekend slots or who volunteer to work every weekend will not be scheduled alternate weekends off.
- E. The County reserves the right to create some "2 weekends on/2 weekends off" slots if this improves the weekend staffing problems. Such positions will be bid.
- F. Employees scheduled for alternate weekends may be required to make up any scheduled weekend missed. Weekend shifts missed due to bereavement leave, leave of absence or extended illness will not need to be rescheduled.
- G. Westmoreland County and S.E.I.U. recognize that there are some departments scheduling more than alternate weekends off. For those currently receiving these schedules, such schedules will be maintained unless conditions change which require an alternate weekend schedule to provide necessary services. But where the current schedules impede other employees from receiving alternate weekends off, the County and S.E.I.U. agree to meet to discuss the fair implementation of alternate weekend scheduling for the affected employees.
- H. Westmoreland County and S.E.I.U. recognize that there are some departments that, due to small staff numbers and the current complement of full time to part time employees, cannot implement alternate weekend scheduling. The County and S.E.I.U. agree to meet to discuss how to improve schedules for those affected employees.

- I. Westmoreland County and S.E.I.U. recognize that the successful implementation of scheduling changes will be enhanced by employee participation in the discussion and problem solving for the issues affecting work patterns and how they are impacted by alternate weekend schedules. Therefore, the County and S.E.I.U. will meet to discuss implementation issues and propose ways to meet the needs of the residents of the facility, the economic impact of alternate weekend scheduling and the ultimate goal of offering alternate weekend schedules to all employees. Joint management/union meetings for this purpose shall be scheduled during work time.

2003 SALARY SCHEDULE

GRADE	ST1	ST2	ST3	ST4	ST5	ST6	ST7	ST8	ST9
2	9.64	9.86	10.09	10.32	10.56	10.81	11.06	11.33	11.60
3	9.82	10.05	10.28	10.52	10.76	11.02	11.28	11.55	11.83
4	10.00	10.23	10.47	10.71	10.97	11.23	11.49	11.77	12.05
5	10.19	10.43	10.67	10.92	11.18	11.45	11.72	12.00	12.29
6	10.38	10.62	10.87	11.13	11.39	11.67	11.95	12.24	12.54
7	10.58	10.83	11.08	11.35	11.62	11.90	12.19	12.48	12.79
8	10.80	11.06	11.32	11.59	11.87	12.15	12.45	12.75	13.07
9	11.03	11.29	11.56	11.84	12.13	12.42	12.72	13.04	13.36
10	11.27	11.54	11.82	12.10	12.40	12.70	13.01	13.33	13.66
11	11.52	11.80	12.08	12.37	12.68	12.99	13.31	13.64	13.98
12	11.80	12.08	12.38	12.68	12.99	13.31	13.64	13.98	14.33
13	12.11	12.39	12.70	13.01	13.33	13.66	14.00	14.35	14.71
14	12.46	12.76	13.08	13.40	13.74	14.08	14.43	14.80	15.17
15	12.80	13.11	13.44	13.77	14.12	14.47	14.84	15.21	15.60
16	13.16	13.51	13.84	14.19	14.55	14.91	15.29	15.68	16.08
17	13.56	13.90	14.25	14.60	14.97	15.35	15.75	16.15	16.56

IS1	14.68	14.96	15.28	15.60	15.94	16.28	16.63	17.00	17.37
IS2	15.58	15.91	16.24	16.59	16.95	17.31	17.69	18.08	18.48
IS3	16.93	17.27	17.62	17.98	18.35	18.73	19.12	19.53	19.95
PL	18.46	18.85	19.25	19.68	20.08	20.52	20.97	21.43	21.91
STFF/ALPN	15.75	16.07	16.40	16.75	17.10	17.47	17.84	18.23	18.63
STFF/RN	19.50	19.89	20.30	20.73	21.16	21.61	22.07	22.55	23.04
RCN	19.89	20.29	20.72	21.15	21.60	22.06	22.54	23.03	23.54
RCN4	20.21	20.62	21.06	21.50	21.96	22.43	22.92	23.42	23.94

The starting salary for Graduate PN and Graduate Nurse shall be \$15.15/hr. and \$18.82/hr. respectively.
 The starting rate for Aging Care Managers/Caseworkers shall be \$13.45/hr. Trainee rate shall be ninety (90) percent of entry rate.
 The entry rate to TCO's shall be \$12.15/hr.

2004 SALARY SCHEDULE

GRADE	ST1	ST2	ST3	ST4	ST5	ST6	ST7	ST8	ST9
2	10.14	10.36	10.59	10.82	11.06	11.31	11.56	11.83	12.10
3	10.32	10.55	10.78	11.02	11.28	11.52	11.78	12.05	12.33
4	10.50	10.73	10.97	11.21	11.47	11.73	11.99	12.27	12.55
5	10.69	10.93	11.17	11.42	11.68	11.95	12.22	12.50	12.79
6	10.88	11.12	11.37	11.63	11.89	12.17	12.45	12.74	13.04
7	11.08	11.33	11.58	11.85	12.12	12.40	12.69	12.98	13.29
8	11.30	11.56	11.82	12.09	12.37	12.65	12.95	13.25	13.57
9	11.53	11.79	12.06	12.34	12.63	12.92	13.22	13.54	13.86
10	11.77	12.04	12.32	12.60	12.90	13.20	13.51	13.83	14.16
11	12.02	12.30	12.58	12.87	13.18	13.49	13.81	14.14	14.48
12	12.30	12.58	12.88	13.18	13.49	13.81	14.14	14.46	14.83
13	12.61	12.89	13.20	13.51	13.83	14.16	14.50	14.85	15.21
14	12.96	13.26	13.58	13.90	14.24	14.58	14.93	15.30	15.67
15	13.30	13.61	13.94	14.27	14.62	14.97	15.34	15.71	16.10
16	13.68	14.01	14.34	14.69	15.05	15.41	15.79	16.18	16.58
17	14.06	14.40	14.75	15.10	15.47	15.85	16.25	16.65	17.06

IS1	15.16	15.46	15.78	16.10	16.44	16.78	17.13	17.50	17.87
IS2	16.08	16.41	16.74	17.09	17.45	17.81	18.19	18.58	18.98
IS3	17.43	17.77	18.12	18.48	18.85	19.23	19.62	20.03	20.45
PL	18.96	19.35	19.75	20.16	20.58	21.02	21.47	21.93	22.41
STFF/ALPN	16.75	17.07	17.40	17.75	18.10	18.47	18.84	19.23	19.63
STFF/RN	20.75	21.14	21.55	21.98	22.41	22.86	23.32	23.80	24.29
RCN	21.14	21.54	21.97	22.40	22.85	23.31	23.79	24.28	24.79
RCN4	21.46	21.87	22.31	22.75	23.21	23.68	24.17	24.67	25.19

The starting salary for Graduate PN and Graduate Nurse shall be \$16.15/hr. and \$20.07/hr. respectively.
 The starting rate for Aging Care Managers/Caseworkers shall be \$13.95/hr. Trainee rate shall be ninety (90) percent of entry rate.
 The entry rate for TCO's shall be \$12.65/hr.

2005 SALARY SCHEDULE

GRADE	ST1	ST2	ST3	ST4	ST5	ST6	ST7	ST8	ST9
2	10.64	10.86	11.09	11.32	11.56	11.81	12.06	12.33	12.60
3	10.82	11.05	11.28	11.52	11.76	12.02	12.28	12.55	12.83
4	11.00	11.23	11.47	11.71	11.97	12.23	12.49	12.77	13.05
5	11.19	11.43	11.67	11.92	12.16	12.45	12.72	13.00	13.29
6	11.38	11.62	11.87	12.13	12.39	12.67	12.95	13.24	13.54
7	11.58	11.83	12.08	12.35	12.62	12.90	13.19	13.48	13.79
8	11.80	12.06	12.32	12.59	12.87	13.15	13.45	13.75	14.07
9	12.03	12.29	12.56	12.84	13.13	13.42	13.72	14.04	14.36
10	12.27	12.54	12.82	13.10	13.40	13.70	14.01	14.33	14.66
11	12.52	12.80	13.08	13.37	13.68	13.99	14.31	14.64	14.98
12	12.80	13.08	13.38	13.68	13.99	14.31	14.64	14.98	15.33
13	13.11	13.39	13.70	14.01	14.33	14.66	15.00	15.35	15.71
14	13.46	13.76	14.08	14.40	14.74	15.08	15.43	15.80	16.17
15	13.80	14.11	14.44	14.77	15.12	15.47	15.84	16.21	16.60
16	14.18	14.51	14.84	15.19	15.55	15.91	16.29	16.68	17.08
17	14.56	14.90	15.25	15.60	15.97	16.35	16.75	17.15	17.56
IS1	15.66	15.96	16.28	16.60	16.94	17.28	17.63	18.00	18.37
IS2	16.58	16.91	17.24	17.59	17.95	18.31	18.69	19.08	19.48
IS3	17.93	18.27	18.62	18.98	19.35	19.73	20.12	20.53	20.95
PL	19.48	19.85	20.25	20.66	21.08	21.52	21.97	22.43	22.91
STFF/LPN	17.75	18.07	18.40	18.75	19.10	19.47	19.84	20.23	20.63
STFF/RN	22.00	22.39	22.80	23.23	23.66	24.11	24.57	25.05	25.54
RCN	22.39	22.79	23.22	23.65	24.10	24.56	25.04	25.53	26.04
RCN4	22.71	23.12	23.56	24.00	24.46	24.93	25.42	25.92	26.44

The starting salary for Graduate PN and Graduate Nurse shall be \$17.15/hr. and \$21.32/hr. respectively.
 The starting rate for Aging Care Managers/Caseworkers shall be \$14.45/hr. Trainee rate shall be ninety (90) percent of entry rate.
 The entry rate for TCO's shall be \$13.15/hr.