

AGREEMENT  
BETWEEN  
THE  
COUNTY OF ELK  
AND  
THE  
UNITED MINE WORKERS OF AMERICA INTERNATIONAL UNION,  
AFL-CIO-CLC AND LOCAL UNION 8923 OF THE  
UNITED MINE WORKERS OF AMERICA

PRISON

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January 1, 2025 - December 31, 2028

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## PREAMBLE

It is the intent and purpose of the parties hereto to 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 Union are injurious to the public and both parties, and therefore, aware that adequate means must be established for minimizing them and providing for their resolution. The County and 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 establishing procedures to provide for the protection of the rights of the County, its employees, and to ensure to the public orderly and uninterrupted services

## ARTICLE 1

### RECOGNITION

- Section 1: The United Mine Workers of America International Union, AFL-CIO-CLC ("Union ") is the exclusive representative for collective bargaining purposes for Elk County employees within the classifications established by certification by the Pennsylvania Labor Relations Board. Case No. PERA R- 98-445-W and Case No. PERA-U-269 -W.
- Section 2: The term employee when used in the Agreement refers, only to those employees included within the certification referred to in Section 1 of this Article.
- Section 3: The term "employee": when used in this Agreement refers only to regular employees as defined below:
- A. A "full-time employee" is defined herein as an employee who is hired to fill a position in which they are normally scheduled to work forty (40) hours per workweek and who has successfully completed the probationary period prescribed in this Agreement.
  - B. A "probationary employee" is defined herein as any employee who is hired by the County to fill a vacant or newly created position and who is in the process of completing the probationary period prescribed in this Agreement. Probationary employees are not covered by any terms or provisions of this Agreement.
  - C. "Regular part-time employee" is defined herein as a person who is regularly scheduled to work less than 40 hours per week. "Regular part-time employee" shall be defined to include only those working fewer than 30 hours per week for health insurance purposes only.

Section 4: The purpose of this Article, entitled "Recognition," is merely to delineate those positions included in the bargaining union, which is represented by the Union. This article does not guarantee work to any individual employee nor does it guarantee that only particular work shall be performed by bargaining unit eligible employees.

Section 5: Notwithstanding provisions to the contrary herein, employees must be in an active payroll status to be covered under any and all benefits set forth herein.

Section 6: The following classifications shall be covered under this Agreement:

- a. Cook
- b. Correction Officer
- c. Counselor
- d. Sergeant

## ARTICLE 2

### MANAGEMENT RIGHTS

Section 1: It is understood and agreed that the County at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the County, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the County. These include, but shall not be limited to, such areas of discretion or policy as to the functions and programs of the County, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 2: The listing of specific rights in this Agreement is not intended to be, nor should 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.

Section 3: All employees of the District Attorney, Prothonotary, Sheriffs Office, Court (Court of Common Pleas and all District Judges), Domestic Relations, Law Library, Controller, Adult Parole and Juvenile Probation, and Costs and Fines shall be governed by Section 1620 of the County Code. If Section 1620 of the County Code is changed to take away the rights of elected County officials to hire, fire, and discipline, the parties agree to meet and discuss any such change in the law.

## ARTICLE 3

### NO STRIKE - NO LOCKOUT

- Section 1: It is understood and agreed that there shall be no strike as that term is defined under the Public Employee Relations Act 195 during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.
- Section 2: The County will not engage in any lockout during the life of this Agreement.
- Section 3: The County reserves the right to immediately discharge any employee who violates the provisions of this article.

## ARTICLE 4

### CHECK-OFF

- Section 1: The County 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.
- Section 2: Deductions under Section 1 shall be made in accordance with current practice. Upon execution of this Agreement the International Union shall notify the County in writing of the amount of fees and dues to be deducted. Any changes in said fees or dues shall be provided to the County via two (2) weeks written notice.
- Section 3: All deductions under Section 1 shall be transmitted to the Secretary-Treasurer's Office of the International Union, with the disbursement of regular payroll, and upon receipt, the Secretary-Treasurer's office of the International Union shall assume full responsibility for the disposition of all funds deducted.
- Section 4: 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 Union jointly).

## ARTICLE 5

### UNION SECURITY

- Section 1: Any employee who, on the effective date of this Agreement, has joined the Union or who joins the Union in the future must, as a condition of

employment, remain a member for the duration of this Agreement, with the provision that any such employee may resign from the Union during a period of fifteen (15) days prior to the expiration date of this Agreement.

Section 2: Any employee who fails to fulfill his obligation under this Article shall be discharged by the County within thirty (30) days after receipt of written notice to the County from the Union.

Section 3: The Union shall indemnify and save the County harmless from any action arising out of or resulting from this Article.

## ARTICLE 6

### UNION BUSINESS

Section 1: UNION SCHEDULES. The County agrees to grant an official committeeman of the Union time off with pay during a work shift, when such meetings are called by the County or when obligated to leave work on official union business with the County. Additionally, a maximum of one employee can be excused at any one time on union business, to hold office in the International Union or District Union, without loss of seniority and without pay, though where appropriate members can utilize contractual leave or vacation days. Up to a maximum of three (3) employees will be excused up to one week to attend training sessions or union conventions, or otherwise to conduct union business without loss of seniority and without pay, though where appropriate members can utilize contractual leave or vacation days. Union representatives will provide maximum notice of such situations to enable the County to provide coverage.

Section 2: Representatives of the District or International Union will be allowed reasonable access to non-security portions of the jail in accordance with normal procedures after notifying management of their presence on the property.

Section 3: 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 4: Bulletin Boards. The County agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. The Union may send mail related to Union business to local official union representatives at appropriate facilities to which mail is delivered.

## ARTICLE 7

### HOURS OF WORK/OVERTIME/CALL TIME

#### Section 1:

- A. The standard workweek of the County begins at 12:01 AM on Sunday and ends at 12:00 the following Saturday, and consists of one hundred sixty-eight hours (168).
- B. Any changes in current work schedules, including but not limited to the implementation of 12 hour shifts, shall be subject to Meet and Discuss.

#### Section 2:

- A. The County reserves the right to determine the necessity for overtime.
- B. Employees require to work overtime in a defined work period shall be paid one and one-half hours (1-1/2) at his/her straight hourly rate of pay.
- C. All compensable hours shall be used in the calculation of overtime except sick leave, compensatory time off, and holiday time, except when the holiday falls on an employee's regularly scheduled work day. Compensatory time may be elected instead of compensation for overtime hours. Employees may earn up to a total of one hundred twenty (120) hours of compensatory time annually, but the 120 hours is not a rolling 120, but is instead a total number of hours annually, regardless of the number of compensatory time off hours used. Any compensatory time earned but not used within the year shall be paid out in the last pay of the fiscal year. All overtime four (4) hours or less, cannot be split. The employees must select pay or compensatory time for all hours less than four hours. Compensatory time shall be given at one and one half (1 1/2) time for all overtime hours worked. In the election of overtime or compensatory time an employee must elect one or the other at the time the overtime is offered.
- D. All new part-time bargaining unit employees hired on or after January 1st, 2005 shall not be entitled to compensatory time.
- E. Overtime is defined as hours worked in excess of eight (8) hours in a day if corrections officers are scheduled to work an eight (8) hour shift schedule, or hours worked in excess of twelve (12) hours in a day if corrections officers are scheduled to work a twelve (12) hour shift schedule, or hours worked in excess of forty (40) hours per week, but overtime shall not be pyramided.
- F. Employees who work overtime after their regularly scheduled shift into the next calendar day, shall be paid at time and one-half (1 1/2) rate for all hours worked in excess of eight (8) hours or twelve (12) hours depending upon

the scheduled shift calculated from the start of their regularly scheduled shift.

Section 3: Officers assigned "on call duty" shall be compensated one hundred and thirty dollars (\$130) per week.

Section 4: Employee's called in or regularly scheduled to work for any reason, will be provided with four (4) hours of call in pay. The four-hour minimum does not apply if an employee is called in to a shift early, or is held over, as long as there is no break.

Section 5: Employee's shall be paid their classified rate of pay for all compensable hours.

Section 6: Open Shift Filling Procedure: All open shifts, regardless of reason (whether due to a call off or due to a hole in the schedule due to vacation, sick, or other personal leave) shall be filled utilizing the following procedure:

The vacant shift will be offered to the senior most part-time employee within the respective job classification so long as the part-time employee will not exceed 40 hours in a workweek. If the most senior part-time employee declines to take the shift, it shall be offered to the next senior part-time employee who will not exceed 40 hours, and so on, until the shift is filled or the list of part-time employees is exhausted.

If no part-time employee is eligible or otherwise accepts the shift, then it will be offered to full-time employees who would not be in an overtime status for the week with the most senior being offered the shift first and continuing down the list until it is filled.

If no full-time officer who would not be in an overtime status accepts the shift, it will then be offered to the most senior full-time officer and continue through the list until someone accepts the shift.

Provided, however, that if a full-time officer is working fewer than 40 hours in the workweek due to a call off that week, he shall not be given priority for overtime.

The Warden or his designee may deviate from this policy to meet operational needs or emergencies.

## ARTICLE 8

### SENIORITY PROBATIONARY PERIOD

Section 1: For purposes of this Agreement, seniority shall be defined as the length of continuous service an employee has with the County from his last date of

hire as a prison employee, except full-time seniority shall prevail over part-time seniority. Part-time employees selected for a full-time position shall be placed at the bottom of the full-time seniority list.

Seniority shall accrue during authorized leaves of absence, except for retirement credit years of service, provided it has not been terminated in accordance with Section 2 of this article.

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

- A. Voluntary termination of employment, including job abandonment.
- B. Discharge
- C. When recalled after layoff, upon his failure to report for work within a period of twenty-four (24) hours after said employee has received notification by certified mail to return.
- D. Acceptance of other employment while on authorized leave of absence, including sick leave, unless said other employment is authorized by the County.
- E. Layoff in excess of two (2) years.

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 one thousand four hundred and forty hours (1440) of employment. Upon completion of this period, the seniority of such employees, if retained as employees, shall be effective retroactive to the first date of hire. During an employee's probationary period, he shall have no seniority rights and shall not be entitled to any benefits, rights or entitlements defined in this Agreement. Notwithstanding the one thousand four hundred and forty hours probationary period, new employees must successfully complete the required Pennsylvania Department of Correction training prior to completion of his/her probationary period. Part-time employees will be given day for day credit for purposes of completing the required one hundred eighty (180) day probationary period. A Part-time employee's probationary period shall consist of one thousand four hundred and forty (1440) hours. An employee who for emergency reasons must have his/her Correction training interrupted shall not have said interruption held against his/her

Section 5: Absence due to sickness or accident disability or other approved leave of absence shall not constitute a break in continuous service, except as provided in Section 2 of this Article.

Section 6: Full-time and Part-time Cooks shall be on a separate seniority list from the Correction Officers.

## ARTICLE 9

### VACANCIES, LAYOFFS AND RECALLS

Section 1: When a vacancy occurs within the bargaining unit the County will post such vacancy for a period of five (5) days. Qualified bargaining unit employees may apply during said five (5) day period.

Section 2: In considering bargaining unit applicants the County may consider an employee's prior service in conjunction with other factors relevant to the specific position. Full-time seniority will prevail over part-time seniority.

Section 3: When in the opinion of the County it is necessary to reduce the working force, layoffs shall be made in the inverse order of seniority. Part-time employees shall not exercise seniority over full-time employees. A full-time employee, if his/her position is affected by the layoff, shall have the right to displace a part-time employee if he/she is qualified to perform the job of the part-time employee.

Section 4: Employees and the Union shall be given a minimum of two weeks advance written notice of a layoff unless an emergency requires a shorter notice.

Section 5: Laid-off employees shall be placed on a panel and recalled to work in reverse order of layoff.

Section 6: Vacancies for Cooks will be posted as a separate administration unit.

## ARTICLE 10

### PERSONNEL RECORDS

Section 1: The County shall maintain one (1) confidential personnel file 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 material related thereto secured from sources outside the County.

Section 2: An employee shall have access only to his confidential personnel file, and not the pre-employment file, during regular working hours, provided there shall be no interference with the normal routine of the office. Under no circumstances shall the confidential 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 3: If the official personnel file is duly subpoenaed in accordance with law, the employee shall be notified at the earliest possible time.

## ARTICLE 11

### GRIEVANCE PROCEDURE

POLICY: It is the policy of the County and Union to encourage a harmonious and cooperative relationship and to resolve employee grievances in accordance with fair and orderly procedures. Every effort should be made by both parties to see that grievances are processed promptly and settled at the first step in the grievance 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: An employee is entitled to select the Union or its accredited representative to represent him during all steps of the grievance procedure, which follows:

STEP 1: If an employee believes their rights under the contract have been violated: within ten (10) days from when they should have reasonably known they shall orally issue their complaint to their immediate supervisor. If this dispute cannot be resolved in a 24 hours period it shall be moved on to Step 2.

STEP 2: An employee, either alone or accompanied by the Union representative or the Union where entitled, shall present the grievance to the Warden or his designee within seven (7) calendar days of the step one decision. The Warden shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within seven (7) workdays of its presentation. The Warden shall report his decision to the employee in writing.

STEP 3: If the Union is not satisfied with the disposition of the employee's grievance after they receive the report from the Warden, the Union may request to have the employee's appeal heard in front of the County Chief Clerk/Director of Human Resources, or their designated representative, within seven (7) days of the Step 2 decision. The County Chief Clerk/Director of Human Resources, or their designated representative, shall schedule a meeting within ten (10) working days following receipt of a written appeal and shall permit the employee and his/her district representative to attend. The employee and union representative shall be permitted to have witness and evidence that might support their case. The decision of the County Chief Clerk/Director of Human Resources shall be in writing and given to the employee and the Union District Representative seven (7) workdays following the meeting.

STEP 4: Arbitration: If the Union is not satisfied with the disposition of the grievance at the third step, they may appeal to arbitration within ten (10) work days after receiving a decision at the third step. A request for arbitration may be initiated by the Union serving upon the County a notice in writing of intent to proceed to arbitration. The notice shall identify the agreement provision in dispute, the issue(s)

to be determined and the employee(s) involved. Upon receipt of a notice requesting arbitration, the parties shall meet and select an arbitrator. If an arbitrator cannot be mutually agreed upon, the parties 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' 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(s) presented and shall confide 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 provision that any decision of the arbitrator(s) requiring legislation will only be effective if such legislation is enacted.

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

Section 2: A grievance which affects a substantial number of employees or the dismissal of an employee may be presented initially by the Union at Step II of the grievance procedure.

Section 3: 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 grievant or any future grievance.

Section 4: Any grievance not timely filed in accordance with the procedure hereinbefore established shall not be arbitrable.

Section 5: **Mediation:** If agreed to by the County and the Union, a state mediator shall be used in the place of an arbitrator. If both parties agree to process a grievance through mediation rather than using an arbitrator any decision reached by the mediator shall be considered final and binding.

## ARTICLE 12

### GENERAL PROVISIONS

Section 1: It is the obligation of each employee to keep the County advised of his current address and, for purposes of this Agreement, the County may reply to the last address supplied by an employee.

Section 2: The County, upon proper request, will "Meet and Discuss" with union representatives pursuant to Act 195.

- Section 3: The County shall not discipline or discharge an employee except for just cause.
- Section 4: Unless otherwise specifically set forth in this Agreement all terms and provisions shall be effective January 1, 2025.
- Section 5: **Health and Safety Committee:** The Union may select one (1) bargaining unit member to be a representative on the County Health and Safety Committee. The Safety Committee, both Union and County representatives, shall meet not less than quarterly.
- Section 6: **Use of County Facilities:** Union members or representatives shall be permitted to utilize County facilities (other than Jail facilities) to conduct union business upon proper notification to the Chief Clerk and subject to availability.
- Section 7: **Release Time:** Paid release time shall be granted to a maximum of two bargaining unit employees on duty for scheduled "Meet and Discuss" sessions and Interest Arbitration hearings. This provision does not apply to grievance arbitration or time spent in negotiation sessions, which shall be unpaid time.
- Section 8: **Travel Time/Reimbursement Expense:** Employees shall be paid travel time and reimbursed expenses in accordance with County Policy.
- Section 9: **Non-Discrimination:** In order to avoid discrimination against an employee or applicant, it is the policy of Elk County to afford equality of treatment to all employees and applicants for recruitment, hiring, and promotion for all job classifications without regard to race, color, religion, national origin, age, sex or physical disability.
- The Union agrees to continue to admit all employees, as certified by the Pennsylvania Labor Relations Board, to membership and to represent all employees without regard to race, color, creed, national origin, age or sex, handicap or the proper exercise by an employee of his rights guaranteed by the Public Employees Relations Act Number 195.
- Section 10: **Parking:** The County shall allocate two (2) parking spaces in the Courthouse County parking lot for bargaining unit employees on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis.
- Section 11: **Training:** All training sessions required by the County for bargaining unit employees shall be treated as hours worked.
- Section 12: **Testifying:** Testifying in court or at hearings on behalf of the County will be treated as hours worked.

Section 13: **Jury Duty:** Employees called for jury duty shall not be regarded absent while attending court. Notification shall be made in advance, when feasible, employees will be excused, with full pay, less any compensation received, for time lost during the regular work week.

Section 14: **Pension:** The County shall continue the Elk County Employee's Retirement Plan with all full-time employees and part-time employees that qualify and further agree an "Early Plan" is a proper subject for "Meet and Discuss".

A copy of all actuarial studies and financial statements regarding the pension plan shall be provided to the Local Union once each year.

Section 15: The County shall provide smocks for the cooks.

Section 16: **Prior Agreements, Practices and Customs:** This agreement supersedes the Collective Bargaining Agreements previously executed by the parties. There shall be no prior practices and customs observed unless said practices and customs are being used on or after January 1, 2025.

Section 17: **Military Leave:** Employees will get military leave in accordance with the law.

Section 18: **Part time to Full time Employment:** Notwithstanding provisions to the contrary, an employee promoted from part time to full time, on or after January 2, 2009 shall be credited with part time service (day to day) for seniority, benefit and wage provisions. Said part time credit shall be limited to an amount not to exceed the equivalent of one years' service.

Section 19: **Leave of Absence:** After the probation period has been completed, a full-time employee may be granted a leave of absence, other than family of Medical Leave, Workers' Compensation Leave, Sickness and Accident Leave, or other approved Medical Leave, without pay in case of military obligation, pursuing further education or for other specially approved situations.

## ARTICLE 13

### VACATION

Section 1: Vacation time may be earned by all employees upon completion of one (1) year of work.

Section 2: Subject to the approval of the Warden, vacation time may be taken in increments of hours, days or weeks. Up to two weeks of annual paid vacation time may be carried forward one (1) year or lost. Employees must submit requests for vacation time at least two weeks in advance.

Section 3: All vacation time granted by department heads will be entered on the time sheet and forwarded to the Payroll Department. Vacation earned will be credited to each employee on his/her anniversary date.

Upon termination of employment, all vacation time the employee has earned will be included on the employee's final pay in addition to those days that the employee is working towards which will be prorated according to the number of days worked (see below).

Calculation for prorating is based on the number of years of service that would be credited upon completion of that year. The employee will earn 1/12 of vacation for every full month completed and 1/30 for a portion of the final month.

#### SCHEDULE FOR FULL TIME EMPLOYEES

<u>1 year's service</u>	<u>6 days</u>
<u>2 year's service</u>	<u>7 days</u>
<u>3 year's service</u>	<u>8 days</u>
<u>4 year's service</u>	<u>9 days</u>
<u>5 year's service</u>	<u>10 days</u>
<u>6 year's service</u>	<u>11 days</u>
<u>7 year's service</u>	<u>12 days</u>
<u>8 year's service</u>	<u>13 days</u>
<u>9 year's service</u>	<u>14 days</u>
<u>10 year's service</u>	<u>15 days</u>
<u>11 year's service</u>	<u>16 days</u>
<u>12 year's service</u>	<u>17 days</u>
<u>13 year's service</u>	<u>18 days</u>
<u>14 year's service</u>	<u>19 days</u>
<u>15 year's service</u>	<u>20 days</u>
<u>16 year's service</u>	<u>21 days</u>
<u>17 year's service</u>	<u>22 days</u>
<u>18 year's service</u>	<u>23 days</u>
<u>19 year's service</u>	<u>24 days</u>
<u>20 year's service</u>	<u>25 days</u>

If corrections officers are scheduled to work a twelve (12) hour shift schedule, all paid leave entitlements shall be converted from days to hours, with total leave entitlements based upon an 8-hour day/40-hour workweek. Therefore, to cover a full twelve (12) hour shift, an employee must utilize twelve (12) hours of leave.

Section 4: Subject of operational requirements employees shall select vacation based upon seniority.

Section 5: Cooks shall select vacations as a separate administrative unit.

## ARTICLE 14

### SICK LEAVE

Section 1: Fifteen (15) sick days are provided annually for use during employee illness or because of illness in the immediate family (mother, father, wife, husband, daughter, and son). Cooks and employees hired on or after June 26, 2002 shall be provided twelve (12) sick days annually. Sick leave is given based upon an 8 hour work day (15 days is the equivalent of 120 hours), so if corrections offers are scheduled to work 12 hour shifts, their sick days will be converted to hours based upon an 8 hour day and an officer will be required to utilize 12 hours of leave to cover a shift.

Section 2: Absent from work due to doctor appointments will be recorded and treated as Sick Leave. Employees shall attempt to schedule doctor's appointments outside of their regularly scheduled work shift. For any appointment that cannot be scheduled outside of the employee's regular work shift, the employee shall notify management as soon as possible after scheduling the appointment so that the shift may be covered and the County may avoid last minute call offs.

Section 3: Regular full-time employees using two (2) or fewer sick leave days in a calendar year will be granted one (1) personal day in the following year.

Section 4: No sick leave shall be granted to any employee without Department Head authorization unless he notifies the designated official one (1) hour before his regularly scheduled starting time in the first day of the absence stating the approximate duration of said absence. Effective January 1, 2014 any paid sick leave remaining at the end of the year will be held in a sick bank for a period of one (1) year for use only if an employee has exhausted their short- term disability insurance benefits from the County.

Section 5: No current employee shall lose accumulated unused sick leave as a result of the change in the Sick Leave accumulation Policy. Any unused accumulated sick days in excess of the yearly allotment shall be used first.

Section 6: Sick leave is intended to be used only for the reasons identified in Section 1 above. It is not a right of taking as vacation and instead is intended to be used only when necessary for legitimate illnesses. Any employee found to be abusing their sick leave shall be subject to progressive discipline starting with a verbal warning for a first offense, written warning for a second offense, one day suspension for a third offense, and termination for a fourth offense. Examples of sick leave abuse include but are not limited to calling

off sick when vacation or other leave was previously denied, calling off sick to extend vacations or other time off, or a consistent pattern of taking sick leave (for example, calling off every Monday during football season). In circumstances where sick leave abuse is suspected, the employee may submit a doctor's excuse to verify the necessity of the absence.

Section 7: An employee's absence of three (3) or more consecutive working days will require a doctor's certificate (or other management acceptable verification). Employees are encouraged to obtain and submit medical certifications for any absence in which they seek medical treatment.

After the employee calls off eight (8) separate times during any calendar year (not consecutive days but eight separate incidents), during which a doctor's note or other management acceptable verification is not provided, the employee shall be required to submit a doctor's note or other management acceptable verification for all future use of sick time for the next six (6) months. If an employee is unable to provide such an excuse, they will be subject to the progressive disciplinary policy referenced above.

Any employee who calls off without available sick leave will be considered absent without pay and will be subject to progressive discipline as set forth above regardless of whether or not a physician's certificate is provided unless the employee has an approved FMLA leave or approved medical accommodation excusing the leave.

## ARTICLE 15

### LIFE/SHORT TERM DISABILITY INSURANCE

Eligible full-time employees shall be provided Life and Short-Term Disability Insurance in accordance with the Elk County Personnel Policy Manual

In case of a major illness, the employees must utilize the County's Short-Term disability policy that is in effect. During the waiting period, the employee may use sick, vacation or compensatory time. Once the Disability insurance has been exhausted, the employee may utilize the remaining sick days of the current year. Upon the exhaustion of current year sick time, the employee may utilize the remaining sick days from the prior year if written approval is obtained from the Board of Commissioners

ARTICLE 16

FAMILY AND MEDICAL LEAVE ACT

Employees of the unit shall be entitled to Family and Medical Leave in the same manner and according to the same procedures as may be provided in the Elk County Policies Manual.

ARTICLE 17

HOLIDAYS

Section 1: The following shall be observed as paid holidays for full-time employees.

New Years Day	Labor Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Primary Election Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas

The calendar date on which the holiday occurs shall be the date that holiday is celebrated. Holiday time for the purpose of this Agreement shall be the twenty-four (24) hour period commencing with the shift-starting hour used at the beginning of the workweek. Part time employees hired after 5/1/92 will not be eligible for holiday pay but they will be compensated 1-1/2 times (time and a half) for hours worked on a holiday.

NOTE: Easter Sunday is not a scheduled holiday, but any employee working this day will be compensated 1-1/2 times (time and a half) for hours worked on this day.

Section 2: Personal days cannot be accumulated. They must be used within one (1) calendar year. Employees shall be granted paid personal days in accordance with the following.

Date of hire to completion of four (4) years - one (1) day per year (or 8 hours if on 12 hour shifts), beginning the fifth (5<sup>th</sup>) year of service and thereafter two (2) days (or 16 hours if on 12 hour shifts) per year.

Section 3: Full time employees working on holidays set forth in Section 1 shall receive holiday pay (up to a maximum of eight hours) plus one and one half (1-1/2) times his/her hourly rate for hours worked on said holiday.

Section 4: An hourly employee will not receive holiday pay if he/she reported off sick or worked less than the full shift the day before or the day after a holiday, unless he/she presents a doctor's certificate verifying illness. This provision shall not apply to employees who actually work the holiday.

#### ARTICLE 18

##### FUNERAL LEAVE

Employees shall be entitled to funeral leave in the same manner and according to the same procedures as may be provided in the Elk County Policies Manual.

#### ARTICLE 19

##### SEVERABILITY

Section 1: If any provision of the Agreement or the application thereof to any person or circumstance is held invalid by a court a competent jurisdiction, the remainder of this Agreement and the application of such agreement to any other person or circumstance shall not be affected thereby and to this end, the provision of this Agreement are declared to be severable.

#### ARTICLE 20

##### LEGALITY

Section 1: The parties hereto, specifically agree that 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 thereof, is in conflict with said statutes, governmental regulations or judicial decisions , this Agreement shall be automatically adjusted to comply with said statutes, governmental regulations or judicial decisions.

#### ARTICLE 21

##### DURATION

Pursuant to the requirements of Act 195 this Agreement shall be binding from January 1, 2025 and shall continue in full force and effect up to and including December 31, 2028 and thereafter from year-to-year except that either party may notify the other by certified mail on or before July 1, 2028 of its desire to modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunder affixed their hands and seals

ELK COUNTY  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Commissioner Chairperson

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

UNITED MINE WORKERS OF AMERICA

  
\_\_\_\_\_  
International Union Representative

\_\_\_\_\_  
Local 8923 President

APPENDIX "A"

"WAGES/SHIFT DIFFERENTIAL"

Section 1: Employees shall be paid in accordance with the following:

Effective:	January 1, 2025	2.25%
	January 1, 2026	3.0%
	January 1, 2027	2.75%
	January 1, 2028	3.0%

Wage increases for:

**CORRECTIONAL OFFICERS**

	2.25%	3.0%	2.75%	3.0%
	<u>01/2025</u>	<u>01/2026</u>	<u>01/2027</u>	<u>01/2028</u>
Base Rate	23.89	24.61	25.29	26.05
Trainee Rate 1 <sup>st</sup> Year	16.31	16.80*	18.97	19.54
Part-Time Emp. – 80%	19.11	19.69	20.23	20.84
Completion 1 yr. – 85%	20.31	20.92	21.50	22.14
Completion 2 yrs.- 90%	21.50	22.15	22.76	23.45
Completion 3 yrs. 95%	22.70	23.38	24.03	24.75
Completion 4 yrs.	23.89	24.61	25.29	26.05

\*Trainee rate increases to 75% of the base rate (\$18.46) on March 4, 2026.

**PRISON COOKS**

	2.25%	3.0%	2.75%	3.0%
	<u>01/2025</u>	<u>01/2026</u>	<u>01/2027</u>	<u>01/2028</u>
Base Rate	18.52	19.08	19.60	20.19
Part-Time Emp. – 80%	14.82	15.26	15.68	16.15
Completion 1 yr. – 85%	15.74	16.22	16.66	17.16
Completion 2 yrs.- 90%	16.67	17.17	17.64	18.17
Completion 3 yrs. 95%	17.59	18.13	18.62	19.18
Completion 4 yrs.	18.52	19.08	19.60	20.19

The Head Cook shall receive fifty cents (\$.50) an hour above the Base Rate of Pay Part-Time Cooks shall be 80% of the Base Rate of full-time Cooks.

Section 2: Training pay: Employees will be paid a differential rate of fifty cents per hour (\$.50/hr.) for all hours spent training new employees. Management retains the right to designate the need for and to assign training.

Section 3: Longevity: Employees shall be paid longevity as follows:

<b>Completed Years of Service</b>	<b>Bonus Amount (Paid on Anniversary Date of Full-Time Service)</b>
5-9	\$100
10-14	\$200
15-19	\$300
20-24	\$400
25+	\$500 (Cap/No Increase)

Section 4: Employees assigned to second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shift shall receive a ten percent (10%) hourly shift differential.

Employees hired after January 1, 2021 assigned to second (2<sup>nd</sup>) shift shall receive a five percent (5%) hourly shift differential and third (3<sup>rd</sup>) shift shall receive a ten percent (10%) hourly shift differential.

Section 5: All sergeants shall be paid at the rate of one dollar and thirty cents (\$1.30) and hour above base rate.

Section 6: All counselors at the Prison shall be paid at the same right of pay as set forth in Section 5 above.

## APPENDIX B

### HEALTH INSURANCE

Section 1: Medical Insurance: The County will make available medical coverage for all eligible full-time employees. Coverage will become effective the first day of the month after working for thirty (30) days.

The County shall have the right to switch healthcare coverage during the term of this Agreement as long as the healthcare benefits remain reasonably comparable to those in the attached Summary of Benefits.

The County must notify the Union in advance of change in healthcare providers and a meet and discuss shall be held with as much advanced notice as possible.

Effective January 1, 2017, the County will pay eighty-five percent (85%) of the monthly premium and the employees, via payroll deduction, shall pay fifteen percent (15%) of the monthly premium for the term of the agreement.

It shall be mandatory for all bargaining unit employees on maintenance medicine to have their prescriptions filled through mail order.

Any bargaining unit member who does not elect to receive this health insurance coverage from the County will, in lieu of such coverage, receive a payment of \$150.00 per month. Employees electing the incentive plan may re-enroll in the County plan upon certification of a qualifying event (adoption, birth of a child, marriage, divorce, loss of coverage). Absent a qualifying event, an employee may enroll-re-enroll in the County plan during the open enrollment period.

Section 2: Vision Plan: The County will furnish an eye plan to all eligible full-time employees. Those who elect dependent coverage will incur a monthly fee that will be deducted from the first pay of each month. Coverage will become effective the first day of the month following completion of probation.

Section 3: Dental Plan: The County will furnish a dental plan to all eligible full-time employees. Coverage will become effective the first day of the month following completion of probation.

Section 4: The County will allow for payroll deductions for part-time employees participating in a medical insurance program in accordance with the County policy. Specifically, the County's obligation is for payroll deductions only, and is not to secure medical coverage.

Section 5: The County shall continue flexible healthcare spending account program for all bargaining unit employees. This account shall be through payroll deductions for those employees participating in the program.

Section 6: Subject to meeting established eligibility requirements, an employee approved for Family or Medical Leave, Workers' Compensation Leave,

Sickness and Accident Leave, or other approved Medical Leave, or any combination thereof (but not any other specially-approved leave) will continue to be eligible for medical coverage for a period not to exceed 12 months, pursuant to County policy. The employee cost of the medical coverage is determined by contract or has been established by the Board of County Commissioners.

Section 7: Employee's Spousal Health Coverage: If an Employee's spouse has an Employer sponsored group health care plan available to them, they shall be required to obtain coverage from their Employer and shall not be eligible for coverage from the County.

- a. This provision does not apply to spouses who are self-employed or spouses who would be required to purchase their health care by paying the entire cost of the premium to their Employer's offered plan.
- b. Employee's dependents will be eligible to be covered by the County's plan.
- c. If an Employee's spouse loses coverage from their Employer, i.e., termination, layoff, voluntary quit, discontinuation of the plan, etc., the spouse shall be eligible to enroll in the County Plan at any time during the year due to that qualifying event.

Section 8: If the County receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the County will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design, plan, and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the County's written notice to the Union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the Collective Bargaining Agreement's grievance and arbitration procedure. The sole purpose for that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design, and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty (40) calendar days of his or her appointment.

- The Healthcare Deductible shall be as follows for the duration of the contract (the remainder of any deductibles shall be paid by the County):

<b>Individual</b>	<b>Parent/Child</b>	<b>Employee/Spouse</b>	<b>Family</b>
\$500	\$750	\$750	\$850

- The current benefit levels (2017 Levels) will remain the length of the contract subject to the Health Insurance provisions in Appendix B

