

## ARTICLE I

### RECOGNITION

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#### 1.1 Recognition

The Commissioners of Beaver County, managerial representatives of the County, for purposes of collective bargaining, hereinafter "County," recognizes the Beaver County Detectives Association or its lawful successor as certified by the Pennsylvania Labor Relations Board, hereafter "Union," as the sole and exclusive bargaining representative for detectives employed in the office of the District Attorney of Beaver County, hereinafter "Employees." The County enters into this Agreement pursuant to the Authority granted by the Police and Fire Fighters Collective Bargaining and Arbitration Act, commonly known as Act 111, Act of June 24, 1968 P.L. 237 No. 111, the Pennsylvania Labor Relations Act of June 1, 1937, P.L. 1168 No. 294, 43 P.S. Section 211.1 *et seq.*, and pursuant to the Authority granted to the County by the County Code, specifically 16 P.S. Section 1620. Nothing in this Agreement shall, in any way, affect the hiring, discharging, and supervisory rights and obligations of the District Attorney of Beaver County and to the extent that any provision of this Agreement may conflict with such rights, such shall be resolved pursuant to Article VII of this Agreement.

#### 1.2 Union Recognition Limitation

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

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

#### 1.3 Union Recognition Exclusions

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

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

#### 1.4 Definitions

**Full-time Employee:** In those departments where the normal work day is Eight (8) hours, inclusive of lunch time, a person who is on a regular basis scheduled for

Thirty-three (33) hours or more in a work week, provided that the employee had successfully completed the probationary period prescribed in this Agreement and that it is his primary place of employment.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **2.1 Management Rights Defined**

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

## **ARTICLE III**

### **UNION RIGHTS**

#### **3.1 Contract Distribution**

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

#### **3.2 Union Employee Access**

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

#### **3.3 Union Use of Facilities**

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

#### **3.4 Union Information**

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

### **3.5 Employee Stewards**

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

### **3.6 COPE Payroll Deduction**

Employees may authorize, in writing, a voluntary contribution to the AFL-CIO Committee on Political Education (C.O.P.E. Fund). Such authorization may voluntarily be revoked, at any time, by the employee. An employee's contribution to this fund, revocation of such contribution or non-contribution, shall not be a condition of employment.

## **ARTICLE IV**

### **UNION SECURITY**

#### **4.1 Employee Union Membership**

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

#### **4.2 Employee Union Removal**

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

#### **4.3 Dues Deduction**

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

the Union during the period of Fifteen (15) days prior to the expiration of this Agreement.

#### **4.4 Contract Changes**

If agency shop is authorized by the legislature, the County and Union shall meet within Thirty (30) days to effect implementation of such Union security. Such implementation shall occur within a reasonable time.

### **ARTICLE V**

#### **SCHEUDLING AND OVERTIME**

##### **5.1 Employee Work Day**

For employees working on single shift operations, the regular work day shall consist of Eight (8) consecutive hours beginning at 8:30 a.m., inclusive of a one-half (1/2) hour lunch period.

##### **5.2 Employee Work Week**

The County may establish a Monday to Friday afternoon shift. Such shift will be staffed by the detective who is assigned "on-call" responsibility in that calendar week. The staffing responsibility for this afternoon shift shall be rotated equally among the detectives. In addition to the above, the District Attorney may alter a detective's normal 8:30 a.m. to 4:30 p.m. shift on a temporary basis if their assignment(s) necessitate working another shift to complete that assignment. The normal work week shall consist of Five (5) consecutive days commencing on Monday.

##### **5.3 Overtime**

Employees will be paid Time and One-half (1½) for all time worked in excess of Eight (8) hours a day or Forty (40) compensable hours per week.

##### **5.4 No Pyramiding Overtime**

For purposes of this section, a holiday shall be treated as time worked.

##### **5.5 Work Week Start-Up**

The work week shall begin 12:01 a.m. Sunday morning, or the shift changing time closest thereto.

## **5.6 Call Out**

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

## **5.7 No Overtime Refusal**

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

## **5.8 Coffee Break**

Each employee is entitled to a Fifteen (15) minute break during each One-half (1/2) work shift.

# **ARTICLE VI**

## **SENIORITY**

### **6.1 Seniority Defined**

Seniority is defined herein as the length of continuous service an employee has with the County as a Detective in the District Attorney's office. Seniority shall be accumulated during absences due to illness, layoff or leave of absence as long as such seniority/continuous service is not terminated in accordance with other provisions of this Agreement.

### **6.2 Reductions in Force**

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

### **6.3 Recall**

In the event the County recalls employees in the office, employees displaced and/or on layoff from said office shall be rehired in reverse order in which they were laid off.

### **6.4 Seniority Broken**

Seniority shall be broken for any of the following reasons:

- (a) An employee quits or resigns;
- (b) An employee is discharged for cause; and
- (c) An employee retires from active service.

## **6.5 Vacation Calculation**

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

## **6.6 Temporary Employees**

The District Attorney may at his discretion (and subject to appropriate authorization from the Salary Board) hire Special Detectives to supplement the force. Such Special Detectives shall be paid at least Sixty percent (60%) of the base rate for Detectives then in effect for all hours worked. The District Attorney shall at all times retain discretion on the appointment of full-time detectives and is not required to promote a Special Detective to an available full-time position.

## **6.7 Probationary Employee**

All new employees shall be considered probationary employees for a period of Thirty (30) working days from the beginning of their employment. All new hires are not eligible for health care coverage or any other benefits through the County until the 1<sup>st</sup> of the month following Sixty (60) days after their hire date. A new employee may be summarily dismissed within said Thirty (30) working day period, from the date of employment, at the sole discretion of the County. If such employee is retained beyond this Thirty (30) day probationary period from the beginning of employment, he shall immediately thereafter be classified as regular employee and his seniority shall commence as of the date he began work, and all of his rights and benefits, under this Agreement, shall accrue from the beginning of his employment.

## **6.8 Union Membership Records**

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

# **ARTICLE VII**

## **GRIEVANCE PROCEDURE**

### **7.1 Disputes Jurisdiction**

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

**Step One:** All grievances must be initiated within Five (5) working days of the alleged occurrence. It shall first be discussed orally, by the grievant and/or his steward and the employee's immediate supervisor. The

supervisor must give his/her answer within Ten (10) working days of such meeting.

Step Two: If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance, to writing, and give or send a copy of the same to the appropriate personnel director and the Union within Ten (10) working days after receipt of the Step One answer. The Employee Relations Director and one of the Union officers and/or business agents, or stewards, shall meet in an attempt to settle the dispute. A written answer must be given by the Employer within Ten (10) working days after such meeting.

Step Three: If the grievance is not settled in Step Two, the Union's full-time officer and/or business agent shall meet and attempt to settle the grievance within Ten (10) working days after receipt of the Step Two answer. A written answer must be given by the Employer within Ten (10) working days after such meeting.

Step Four: In the event no agreement is reached at Step Three, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within Ten (10) working days after receipt of the Step Three answer. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within Ten (10) working days after the notice of appeal to arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within Ten (10) working days, then the Employer and the Union shall request the Pennsylvania Bureau of Mediation to submit a panel of Seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator, from such list, until but One (1) name remains. The Employer shall strike the first name.

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

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

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### **8.1 Membership Update on Union Employees Records**

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

#### **8.2 Safety Clause**

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

#### **8.3 Entire Agreement**

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

#### **8.4 No Strike/No Lockout**

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

#### **8.5 Pension meetings**

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

#### **8.6 Special Detectives Benefits**

Special Detectives will receive no fringe benefits.

#### **8.7 Equipment**

The County shall continue to provide to the employees such equipment as is required for the performance of their jobs as determined by the District Attorney.

#### **8.8 Tuition Reimbursement**

Tuition will be reimbursed for approved, job-related education up to ~~\$1800~~ ~~\$2,500.00~~ per calendar year per person. There is a limit of ~~\$5,400.00~~ per year on this benefit for the entire bargaining unit. Employees must remain employed by the County

for One (1) year after completion of course, or reimburse expense. Employee must also attain at least a "C" in the course. It is agreed to compensate detectives per degree attained – Associate's Degree would be \$250.00 per year; Bachelor's degree would equal \$500.00 per year; Master's Degree would be given \$1,000.00 a year; and Doctoral degree would be \$1,500.00 per year. This would only be paid with attainment of the actual degree, not just attending classes.

## **8.9 Time Off For Union Business**

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

- (a) No more than Twenty (20) days per year (160 hours) for all bargaining units represented by Beaver County Detectives Association will be paid. Such days may be consecutive.
- (b) The Union must identify in writing to the appropriate Department Head or Elected Official and to the County Human Resources Director at least One (1) week in advance of the requested date(s) the employees it designates to be relieved from duty for Union business. Management shall not unreasonably withhold permission. Employees so designated shall be paid by the County their straight time earnings, not to exceed Eight (8) hours per day, for the period of absence. The time so paid shall not be considered as time worked for purposes of calculating overtime pay.
- (c) The County shall not be required to replace on the schedule any employee so designated by Union. In the event the County determines to replace the employee, it is agreed that part-time employees may be utilized to fill the vacancy. In no event will the County be required to incur an overtime obligation to replace the designated employee.
- (d) The parties agree to review the practice of granting paid time off for Union business as needed to ensure that the operational needs of the County Government are adequately met. In the event there is abuse of the practice by the Union and/or the employees, the County may discontinue the practice, subject to the provisions of the Grievance Procedure.

## **8.10 Labor Management Public Meetings**

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

## **ARTICLE IX**

### **DISCIPLINARY ACTION**

#### **9.1 Employee Discipline**

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

In the event the Employer names a new Chief, or Captain, or Lieutenant(s) I and II, the prior incumbents shall remain in the unit as detectives with all of the wages, hours and other terms and conditions of employment as set forth herein and with no reduction in seniority or longevity.

## **ARTICLE X**

### **EVALUATION AND PERSONNEL FOLDERS**

#### **10.1 Personnel File Access**

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

#### **10.2 Personnel File Maintenance**

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. He may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read the material and does not indicate agreement with its contents. The reading and acknowledgement of such material shall take place in the presence of the Employee Relations Director or his designee. The employee shall have the right to answer any material so filed and his answer will become part of his personnel file.

## **ARTICLE XI**

### **COMPENSATION**

#### **11.1 Pay Scales**

Wages for the duration of this Agreement shall be as set forth on the attached scale. Thereafter, the scale increases each year by the percentages indicated.

Effective January 1, 20~~19~~<sup>22</sup>, wages will be increased 3%. Effective January 1, 20~~20~~<sup>23</sup>, wages will be increased 3%. Effective January 1, 20~~21~~<sup>24</sup>, wages will be increased 3%. Effective January 1, 2025, wages will be increased 3%.

New employees in Detective classification work on entry level scale: 70%, 80%, 90%, top rate after 4 years.

Detectives who retire and are called to testify by the District Attorney are to be compensated at the rate at which they retire. Accounts to be set up through Central Services and a vendor number would be established for payment.

Full-time unit employees will receive a longevity increment of \$.50 cents an hour beginning in the sixth year of service. The longevity increment shall be increased from **\$.50** cents to **\$1.00** an hour beginning with the Sixteenth (16) year of service.

A shift differential of \$.45 cents an hour shall be applied prospectively only for any work by an employee who is scheduled to work a shift starting at 3:00 p.m. or thereafter. The shift differential shall be paid for all hours worked on such Eight (8) hour shift. The shift differential shall not apply to hours worked by an employee who works overtime beyond the daylight shift or because the employee is called out to work after the daylight shift.

## **11.2 On Call Pay**

On call pay shall be ~~\$500.00~~<sup>535.00</sup> per week for the period of January 1, 2022, through December 31, 2022. Effective January 1, 2023, on call pay shall be \$575.00~~effective the week of November 10, 2019.~~

## **11.3 Direct Deposit**

All compensation shall be made through a direct deposit to a banking institution(s) as directed by the employee.

# **ARTICLE XII**

## **EXPENSES**

### **12.1 Mileage Allowance**

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

## **12.2 Meal Allowance**

Meals eligible for reimbursement will be reimbursed in accordance with the following schedule:

Breakfast	\$7.00 per day
Lunch	\$9.00 per day
Dinner	\$18.00 per day

Tips up to 15% on the above are reimbursable. Meals for non-local travel are limited to \$50.00 per day, plus 15% tip.

All reimbursements are subject to the other terms set forth in County's Travel policy. The policy may be modified from time to time and the policy determines the reimbursement for the unit.

## **ARTICLE XIII**

### **HOLIDAYS**

#### **13.1 Holidays Recognized**

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

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

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

### **13.2 Holiday Pay**

If an employee works on any one of the days set forth in Section 13.1, he shall receive his holiday pay, plus Time and One-half (1-1/2) for all hours worked.

### **13.3 Holidays and Schedules**

All regular full-time employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operational requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall, at his option, be allowed another day off, as schedules will permit, or be compensated at the rate of Time and One-half (1-1/2) of the regular hourly rate, plus holiday pay.

### **13.4 Holiday Credits**

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

### **13.5 Holiday Absences**

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

### **13.6**

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

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

## **ARTICLE XIV**

### **VACATIONS**

#### **14.1 Vacation Ranges**

All employees shall receive the following vacations with advance pay:

Length of Service

6 months to 1 year

1 year to 4 years

Vacation Entitlement

1 week

2 weeks

4 years to 8 years	3 weeks
8 years to 10 years	4 weeks
10 years to 12 years	4 weeks, 2 days
12 years to 15 years	4 weeks, 4 days
15 years and over	5 weeks

## **14.2 Vacation Earned**

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

The employee must pick their vacation by April 1, of each year. Employees who do not pick their vacation by April 1, will be permitted to pick vacations on a first come, first-served basis, provided that this vacation does not interfere or limit the departmental needs, with the seniority as the tie breaker in case of disputes between employees.

## **14.3 Vacation Scheduling**

Each March 1, the County shall supply vacation preference forms to employees, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County, shall be given the choice of vacation period in the event of any conflict in selection, provided the form is returned no later than April 1.

In the event the vacation preference forms are not returned in a timely fashion, then continuous service shall not apply and employees shall be assigned other weeks of vacation.

## **14.4 Vacation Credit**

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

## **14.5 Termination Notice**

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

## **14.6 Vacation Buy Back**

Employees will be eligible to have up to Five (5) vacation days bought back at the end of the year at 100% of employee's daily rate based on base salary for that particular year.

## **ARTICLE XV**

### **JURY DUTY**

#### **15.1 Jury Duty Compensation**

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

#### **15.2 Jury Duty Notification**

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

#### **15.3 Jury Duty Status**

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

## **ARTICLE XVI**

### **BEREAVEMENT LEAVE**

#### **16.1 Days Permitted**

In case of death in the immediate family, Three (3) days, with pay, will be granted to employees at straight time rate. Immediate family is defined as husband, wife, children, parents, brother, sister, grandmother, grandfather, grandchildren, parent-in-law, brother-in-law, sister-in-law, step-parents and step-children.

#### **16.2 Near Relatives**

In the event of death of other near relatives or persons living in the employee's household, One (1) day off, with pay, at straight time rate will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's regular

scheduled work day. Near relative is defined as an individual related by blood or marriage to the employee.

### **16.3 Bereavement Travel**

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

## **ARTICLE XVII**

### **SEVERANCE NOTICE GUARANTEE**

#### **17.1 Termination Notice**

The Union and all employees affected shall receive Thirty (30) days calendar notice of termination or layoff. If such notice is not provided, the employee shall receive Four (4) weeks pay in lieu of the notice. An employee is not eligible for Four (4) weeks pay in lieu of the Thirty (30) day notice if an employee is terminated for cause.

## **ARTICLE XVIII**

### **SICK LEAVE, ABSENTEE CONTROL, AND PHYSICAL EXAMINATIONS**

#### **18.1 Sick Day Computation**

Each employee, effective January 1, shall receive Ten (10) sick days per year. New employees shall receive Five-sixth (5/6) day per month.

#### **18.2 Sick Day Accumulation and Allowance**

Employees may accumulate sick leave up to a maximum of One Hundred (100) days.

Effective January 1, 1984, for the period from December 1 of any year to November 30 of the following year, employees may receive Thirty (\$30.00) Dollars per day for each sick day, (any sick day granted after January 1, 1984), accumulated and not used, so long as such employee has accumulated at least Fifty (50) sick days, (both new days and those accumulated prior to January 1, 1984). Beginning with sick days accumulated in January 2022, days can be sold back at 50% of employee's daily rate based on the base salary for the particular year. Use of sick days will be used first from the current year, then if available into the immediate proceeding year working backwards. (Example in 2022 – 2022 sick days will be used first; if more are needed 2021 days, if available, will then be used, and proceed backwards from there 2020, 2019, etc.) Sick days accumulated and unused as of December 31, 2021 will continue to be purchased at \$30.00/day when bought back aside from what is outlined below.

The yearly computation for sick day accumulation and allowance shall be from December 1 of a calendar year to November 30 of the following calendar year.

~~Employees need not receive thirty (\$30.00) dollars per accumulated but not used "new sick days" at the end of November, 1984, and thereby may continue to accumulate them for retirement.~~

At retirement, employees shall continue to receive Eight (\$8.00) dollars per sick day accumulated prior to January 1, 1984, and Thirty (\$30.00) dollars for any sick day accumulated after January 1, 1984 through December 31, 2021, which has not already been traded in a prior year.

There shall be a maximum of Ten (10) sick days available to be traded for compensation each year.

There shall be no sick leave accumulation of old or new days over One Hundred (100) Days, and those over One Hundred (100) shall be paid for.

~~Sick days used and taken will be on the basis that first days accumulated are the first days used.~~

Effective only for 2022, employees will have the option of selling back up to Twenty (20) sick days at 50% of employee's hourly rate as of December 31, 2021. If electing to do this, the days to be sold back must be given to Payroll no later than March 31, 2022. Employees will receive a separate check for these days that are sold back. All other sick day buy backs will be compensated as outlined above.

### **18.3 Personal Attendee Bonus Days**

~~Effective January 1, 1984, if a full time employee has perfect attendance for the period from December 1 through May 31, such employee shall receive a bonus personal day to be taken in the following Six (6) months.~~

~~If an employee has perfect attendance from June 1 to November 30, of any year, such employee shall receive One (1) bonus personal day to be taken in the next Six (6) months.~~

~~If an employee has perfect attendance for the period from December 1 of any year, through November 30 of the following year, such employee shall receive a third additional bonus day to be taken within the next Six (6) months.~~

### **18.4 Absence Control Problem**

The attached Absence Control Program, attached as Attachment 3, shall be effective for the duration of this Agreement.

## **18.5 Employee Examinations**

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

# **ARTICLE XIX**

## **LEAVES OF ABSENCE**

### **19.1 Military Leave**

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

### **19.2 Parental Leave**

Parental leaves shall be granted at the request of an employee. Any disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or related sickness shall be treated as such under any and all terms and conditions of this Agreement including, but not limited to, insurance programs.

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

The County agrees that an employee may use up to Four (4) weeks of accrued sick leave for the birth of a child or adoption, which shall be considered FMLA leave.

### **19.3 Sickness Leave**

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

The leave may extend up to a maximum of Nine (9) months, and may be for any shorter period which is mutually agreeable by the parties. Employees must use all accrued paid time prior to using unpaid days.

Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's

hospitalization-surgical program, and the County's dental program, for a period of Six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

#### **19.4**

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

#### **19.5 FMLA**

The attached FMLA Policy, attached as Attachment 4, shall be effective for the duration of this Agreement.

### **ARTICLE XX**

#### **PERSONAL DAY**

##### **20.1 Definition**

Each employee shall be allowed ~~One Two~~ (~~42~~) paid day~~s~~, per year, for personal use, provided Twenty-four (24) hours notice is given to the Department Head.

### **ARTICLE XXI**

#### **HOSPITALIZATION/SURGICAL MAJOR MEDICAL INSURANCE**

##### **21.1 Hospitalization Plan**

Effective July 1, 2014 the County shall provide Hospitalization/Surgical/Major Medical Insurance benefits through the "home host" model as outlined in Attachment 6 of this Agreement. In general terms, the home host model requires employees to utilize hospital services provided by the Tier 1 hospitals; otherwise individual deductibles and coinsurance amounts are higher. Exact terms of the program are set forth in agreements between the County of Beaver and various health care network providers and shall determine the actual extent of coverage. Physician Services effective July 1, 2006 will be provided through Health Coalition Partners/Intergroup, or other such physician network as determined by the County. There will be a reopen on January 1, 2015 relating to health care only.

##### **21.2 Medical Coverage Contribution and Prescription Drug Co-Pays**

- (a) Medical Coverage Contribution  
Co-pays for physician services shall be:

January 1, 20~~19~~<sup>22</sup> – December 31, 20~~21~~<sup>23</sup>

\$20.00 for each primary care visit  
\$50.00 for each specialist visit  
~~\$150.00~~ \$200.00 for each Emergency Room visit  
~~\$5.00~~ \$10.00 for each virtual office visit  
\$50.00 for each urgent care visit

January 1, 2024 – December 31, 2025  
\$25.00 for each primary care visit  
\$55.00 for each specialist visit  
\$250.00 for each Emergency Room visit  
\$10.00 for each virtual office visit  
\$55.00 for each urgent care visit

(b) Prescription Drug Co-Pays

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

The prescription benefit plan will not be mandatory mail order for maintenance drugs from a mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a Thirty (30) day supply and/or with multiple refills. All drugs will be subject to a Three tiered formulary as determined by the County's Pharmacy benefit manager and will be subject to the following co pays:

January 1, 2019 through December 31, 2021

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	<u>\$10.00</u>	<u>\$20.00</u>
Preferred Brand	<u>\$25.00</u>	<u>\$30.00</u>
Non-Preferred	<u>\$50.00</u>	<u>\$50.00</u>

January 1, 2022 through December 31, 2022

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	<u>\$15.00</u>	<u>\$30.00</u>
Preferred Brand	<u>\$30.00</u>	<u>\$40.00</u>
Non-preferred Brand	<u>\$50.00</u>	<u>\$60.00</u>

All specialty medications will have a \$200.00 co-pay per fill

January 1, 2023 through December 31, 2023

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
<u>Generic</u>	<u>\$15.00</u>	<u>\$30.00</u>
<u>Preferred Brand</u>	<u>\$30.00</u>	<u>\$50.00</u>
<u>Non-preferred Brand</u>	<u>\$60.00</u>	<u>\$70.00</u>

All specialty medications will have a \$200.00 co-pay per fill.

January 1, 2024 through December 31, 2025

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
<u>Generic</u>	<u>\$20.00</u>	<u>\$35.00</u>
<u>Preferred Brand</u>	<u>\$40.00</u>	<u>\$60.00</u>
<u>Non-preferred Brand</u>	<u>\$70.00</u>	<u>\$80.00</u>

All specialty medications will have a \$250.00 co-pay per fill.

Copays are not affected by participation in the Wellness Program.

Copays are effective January 1, 201922, or as soon as administratively practicable thereafter.

All prescriptions are a mandatory generic prescription.

All narcotic prescriptions have a Seven (7) day limit.

All prescriptions must follow the Step Therapy. See Attachment 8.

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

The County may at any time during the term of this Agreement provide the benefits agreed to herein with any other network and/or provider, provided that employees receive no reduction in benefit or network coverage.

## **Employee Benefit Contribution**

Effective January 1, 20~~19~~<sup>22</sup>, each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute ~~34~~.5% of his or her base wage (excluding overtime, shift differential, etc.) toward the cost of providing the benefit. Contribution will be deducted from each pay. On January 1, 202~~0~~<sup>25</sup>, the contribution will be ~~4.75~~%. ~~On January 1, 2021, the contribution will be 4.5% (four and a half pereent).~~ Employees off the payroll or on extended leave will be required to make appropriate arrangements to pay the required contribution in order to maintain coverage. Failure to make timely payment will result in loss of coverage.

Employee contribution rates are not affected by participation in the Wellness Program.

## **Health Insurance Deductible**

Effective January 1, 20~~19~~<sup>22</sup> through December 31, 2023, each employee shall pay the following annual health insurance deductible, as applicable.

- (a) \$1,000.00 – single
- (b) \$2,000.00 – employee/family

If an employee participates in the "Take a Healthy Step" Wellness Program as set forth below, and obtains the required number of points within the prescribed time frame, the employee will be able to reduce the deductible to ~~\$1200.00~~ for single and ~~\$2400.00~~ for family as set forth below.

Effective January 1, 2024 through December 31, 2025, each employee shall pay the following annual health insurance deductible, as applicable.

- (c) \$1,500.00 – single
- (d) \$3,000.00 – employee/family

If an employee participates in the "Take a Healthy Step" Wellness Program as set forth below, and obtains the required number of points within the prescribed time frame, the employee will be able to reduce the deductible to \$250.00 for single and \$500.00 for family as set forth below.

Deductibles will apply to hospital and out-patient services. Deductibles do not apply to office visits.

## **Wellness Program "Take a Healthy Step"**

- (a) Each covered employee must earn 200 points and each covered spouse must earn 200 points; children are excluded. Each covered individual earns points according to the Attachment 7.

- (b) Points earned between November 1, 20~~18~~<sup>21</sup> through October 31, 20~~19~~<sup>22</sup> will be for Plan Year 202~~0~~<sup>3</sup>. Points earned November 1, 20~~19~~<sup>22</sup> through October 31, 202~~0~~<sup>3</sup> will be for Plan Year 202~~1~~<sup>4</sup>. Points earned November 1, 202~~0~~<sup>3</sup> through October 31, 202~~1~~<sup>4</sup> will be for Plan Year 202~~2~~<sup>5</sup>. Points earned November 1, 2024 through October 31, 2025 will be for Plan Year 2026.
- (c) Successful completion of the Wellness Program by **both** employee and spouse (if applicable) eliminates **deductible only** for subsequent year.

## **Sickness and Accident Insurance**

- (a) The County shall provide full time employees with sickness and accident benefits at the lesser of Sixty percent (60%) of gross pay or Five Hundred dollars (\$500.00) per week. Benefit shall be for Thirteen (13) weeks. Employees on FMLA will use sick and/or package day balance down to Twenty (20) days.
- (b) Employees shall be permitted to receive the benefit of this Section beginning on the Twenty-first (21<sup>st</sup>) day of absence due to an accident or illness.
- (c) Employees returning from a leave of absence must return to active employment for a minimum of Ninety (90) calendar days to be eligible for further sickness and accident benefits.

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

### **21.3 Hospitalization Waiver**

If an employee is eligible for health care coverage through the County and elects to use a parent's or spouse's insurance who is not employed with the County, employee will be paid \$3,000.00 per year, which will be paid out in 26 pays.

### **21.4 Duration of Medical Coverage**

Employees with more than Two (2) years of continuous service on the date they cease work because of occupational injury or illness will have their health coverage continued for a period of Twelve (12) months from the end of the month last worked. Employees absent for any other reasons will have their health coverage continued until the end of the month in which they last worked.

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

## **ARTICLE XXII**

### **NON-DISCRIMINATION**

#### **22.1 Non-Discrimination**

No employee, or applicant for employment covered by this Agreement, shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, religious creed, color, marital status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

#### **22.2 Political Discrimination**

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

## **ARTICLE XXIII**

### **SEPARABILITY AND SAVINGS CLAUSE**

#### **23.1 Separability Clause**

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

#### **23.2 Savings Clause**

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

## **ARTICLE XXIV**

### **TERM OF AGREEMENT**

#### **24.1 Length of Contract**

The term of this Agreement shall be from January 1, 20~~19~~<sup>22</sup> to December 31, 20~~24~~<sup>25</sup> and shall continue thereafter unless either party notifies the other of its desire to modify or change the Agreement in accordance with the Police and Fire Fighters Collective Bargaining and Arbitration Act, commonly known as Act 111, Act of June 24, 1968 P.L. 237 No. 111. Retroactive pay calculations should be nearest to the first pay of the year.

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

FOR THE COUNTY:

DATE

FOR THE UNION:

DATE:

Daniel C. Camp III, Chairman  
County Commissioners

Bonnie Sedlacek

Jack Manning  
County Commissioner

Rob Chamberlain

Tony Amadio  
County Commissioner

Daniel Viscuso

Tammy Jones  
Director of Human Resources

Garen Fedele, Esq.  
County Solicitor

WITNESS AND ATTEST

Nicole Long  
Chief Clerk