

Exhibit A

AGREEMENT

Between

THE COUNTY OF LEBANON

and

TEAMSTERS LOCAL UNION NO. 429

Involving

Lebanon County Social Services Agencies

Affiliated with the International Brotherhood of Teamsters
and
Teamsters Joint Council No. 53



Duration of Agreement:

January 1, 2016

to

December 31, 2019

TEAMSTERS
LOCAL 429
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Wyomissing, PA 19610

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Trustees	Martin Davis
	Kevin E. Moyer
	Jim Geise
Business Agents	Kevin E. Moyer
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Organizer	Jim Geise

Executive Board Meetings – Second Saturday of every month after the General Meeting
General Meetings – Second Saturday of every month

**THE COUNTY OF LEBANON
SOCIAL SERVICE AGENCIES
TABLE OF CONTENTS**

	<u>ARTICLE</u>	<u>PAGE</u>
Addendum A – Family and Medical Leave		24
Bereavement Leave	28	14
Check-Off (Dues, Credit Union, Drive)	4	2
Child Birth/Rearing Leave	20	11
Definitions	38	21
Disciplinary Procedure	9	5
Discrimination	12	8
Family and Medical Leave	22	12
Furlough	7	4
Grievance and Arbitration Procedure	10	6
Health and Safety	17	9
Holidays	33	17
Hours of Work	5	3
Insurance Benefits	34	17
Job Bidding	8	5
Jury Duty/Court Appearance	30	15
Leaves of Absence	19	11
Legal Proceedings	24	12
Lie Detector Test	16	9
Maintenance of Standards	13	8
Management Rights	2	1
Medical Leave of Absence	21	12
Military Leave	29	15
Overtime/Compensatory Time/Flex Time	36	19
Pension	35	19
Personal Holiday	31	15
Personnel Records	18	10
Probationary Period	11	7
Recognition	1	1
Return of Bargaining Unit Work and Employees	42	22
Savings	39	21
Seniority	6	3
Sick Leave	26	13
Steward	14	8
Successors	40	22
Termination	43	23
Training Programs	23	12
Transfer of Social Service Agency	41	22
Travel Expenses	25	13
Union Business	15	9
Union Security	3	2
Vacations	32	16
Wages	37	20
Workers' Compensation	27	13

TEAMSTERS LOCAL UNION NO. 429

Affiliated with the International Brotherhood of Teamsters

Teamsters Joint Council No. 53

AGREEMENT

THIS AGREEMENT entered into by the Lebanon County Commissioners, hereinafter referred to as the "County", and Teamsters Local Union No. 429, of Wyomissing, PA, hereinafter referred to as the "Union", with both the Union and the County recognized as a "Party" and both as the "Parties", has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment not reserved by law or decisions by the Appellate Courts.

1. RECOGNITION

Section 1. The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time professional employees in Mental Health/Early Intervention, Children and Youth, Agency of Aging, and Drug and Alcohol, as per certification by the Pennsylvania Labor Relations Board, Case No. PERA-R-97-83-E and PERA-R-9104-C.

2. MANAGEMENT RIGHTS

The Association recognizes the rights of the Employer, Lebanon County, and the Lebanon County Commissioners to determine all operating policies and management of the Employees in light of their experience, business judgment, and changing conditions. It is understood and agreed that all rights, powers, or authority possessed by the Employer, Lebanon County and/or the Lebanon County Commissioners prior to the signing of this Agreement, whether or where exercised or not, shall be retained by the Employer, Lebanon County and/or the Lebanon County Commissioners.

Except where especially abridged by a specific provision of this Agreement, the Employer, Lebanon County and/or the Lebanon County Commissioners retain the right to hire, promote, demote, transfer, assign, and otherwise direct the work force; to discipline, suspend, or discharge Employees, to evaluate and determine the qualifications of, and the selection of Employees for promotion, to transfer Employees from one job or shift to another; to determine the number and arrangement of work shifts and the number of Employees to be assigned to each, to determine the starting and stopping time for each shift and each Employee, and when breaks are to be taken; to determine the number of hours of work; to determine the amount of compulsory overtime to be worked; to establish rules, regulations and policies, to establish job classifications and departments; to determine the way in which the Employer's services shall be provided, to determine the method of training of Employees; to assign Employees to other duties as operations may require, to introduce new or improved facilities; to relocate a facility; to introduce a change in method or methods of operation which will produce a change in job duties; the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the Employer, Lebanon County and/or the Lebanon County Commissioners. The above rights of the

Employer, Lebanon County and/or the Lebanon County Commissioners are not all-inclusive, but indicate the type of matter or rights which belong to and are inherent to the Employer, Lebanon County and/or the Lebanon County Commissioners.

3. UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain his/her membership in the Union. An employee may, however, resign from the Union within fifteen (15) days prior to the expiration of this Agreement without penalty by serving written notice to Teamsters Local Union No. 429, 1055 Spring Street, Wyomissing, PA 19610, and to the Commissioners Office, Lebanon County Court House, Room 207, 400 South 8th Street, Lebanon, PA 17042.

Section 2. Effective with the signing of this Agreement, any individual employed by the County in the unit certification set forth in Article 1, who does not join the Union, must pay to the Union each month a "fair share" service fee as a contribution toward the administration of this Collective Bargaining Agreement. Fair Share fees shall be established in accordance with existing State law and shall be based on the cost of representation reflected in the Union's annual report. The County shall be notified of that cost on or about July 1 annually. This payment shall be deducted in accordance with Article 3.

Section 3. The Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the County for the purpose of complying with any of the provisions of the fair share clause in Section 2 above.

4. CHECK-OFF (DUES, CREDIT UNION, DRIVE)

Section 1. Union Dues. The County agrees to deduct the Union membership initiation fees, assessment and once each month, either dues from the pay of those employees who individually request in writing that such deduction be made or fair share. The amount to be deducted shall be certified to the County by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the 10th of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement. The County shall be indemnified fully, pursuant to Article 2, Union Security.

Section 2. Credit Union: Employees may designate a County approved Credit Union which is duly chartered under State or Federal statutes. The County shall remit within thirty (30) days following the end of the calendar month the aggregate deductions of all employees together with an itemized statement to the Credit Union so designated. The County shall establish rules, procedures and forms which it deems necessary to extend payroll deduction for Credit Union purposes. Payroll deduction authorization forms for Credit Union purposes must be executed by and between the employee and an official of the Credit Union.

Section 3. DRIVE: The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the County of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which

the employee earned a wage. The County shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction has been made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the County annually for the County's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

5. HOURS OF WORK

Section 1. The work week shall consist of five (5) consecutive work days in a pre-established work schedule, Monday through Friday 8:00am – 4:30pm.

The "on call" work week shall be defined as beginning on Friday at 4:30pm and ending on the following Friday at 8:00a.m. The existing Friday holiday policy shall continue in each department.

For the life of this contract all full time employees shall work thirty-seven and one-half (37-1/2) hours per week. Fourteen (14) days advance notice shall be provided before any change in work shift hours shall occur.

Section 2. Employees may work a flexible work schedule during a pay week with approval of the Department Head.

Section 3. All employees shall receive two (2) identified break periods fifteen (15) minutes in length. The first will be scheduled before the meal period and the second will be scheduled after the meal period. All employees may take their break periods in a manner not inconsistent with their professional obligations.

Section 4. Employees who are required to work "on call" will be compensated at a rate of Two Hundred Seventy Five Dollars (\$275.00) each week in addition to any compensation received and shall remain at that rate through out the term of this agreement. This "on-call" provision will remain open pending the results of the Department of Labor investigation. Upon completion of the Department of Labor investigation and a determination is made, both parties agree to re-negotiate additional "on call" compensation or include the DOL investigations resolution into the Collective Bargaining Agreement; with the agreed benefit to be retroactive to the beginning of the term of this Collective Bargaining Agreement.

Employees who are called out to perform duties while on call and employees who are required to work due to an emergency will be compensated at their appropriate overtime hourly rate for actual hours worked, but shall receive a minimum of two (2) hours' pay at the appropriate rate for each call out and may be required to work at least two (2) hours. See attached Letter of Agreement.

Employees required to work in an "on call" capacity on any of the holidays listed in No. 33 below, shall receive Fifty Dollars (\$50.00) each day, in addition to any compensation received in relevant sections of this Agreement.

6. SENIORITY

Section 1. There shall be four (4) types of seniority and they shall be defined as follows:

A. County Seniority – An employee's length of continuous service with the employer since his/her last date of hire.

B. Bargaining Unit Seniority - An employee's length of continuous service with in the subject bargaining unit.

C. Department Seniority – an employee's length of continuous service in a department. The departments are Area Agency on Aging, Children & Youth Services, Lebanon County Commission on Drug & Alcohol Abuse, and Mental Health / Early Intervention.

D. Job Position Seniority - an employee's length of continuous service within a job position within a particular department.

Section 2. The full-time employee seniority roster and the part-time seniority roster shall set forth bargaining unit and department seniority. A corrected seniority roster shall be given to the Union every six (6) months.

The County shall maintain an accurate seniority list which reflects all employees and their seniority dates. The application of seniority shall be governed by the terms of this Agreement.

7. FURLOUGH

Section 1. In the event of a furlough, the least senior employee in each department shall be furloughed first. Seniority for the purpose of furlough shall be defined as length of service within the bargaining unit.

Bumping shall be permitted between positions within the furloughed department only.

In the event this process would leave no qualified individuals to move into specialty positions (ICM, Child Abuse Investigators, etc.) the incumbent in the specialty position shall not be furloughed and the next least senior employee in a non-specialty position shall be furloughed.

Recalls shall be made to the first available vacancy for which the employee is qualified within the department conducting the furlough. Employees being recalled are not entitled to the position they vacated at time of furlough. Should employees be recalled, the most senior furloughed employee shall be recalled first.

Section 2. Health insurance benefits shall cease for employees furloughed in a reduction in force at the end of the month plus one additional month. Thereafter, employees may elect to participate in COBRA.

Section 3. Recall rights: Employees who are furloughed shall retain their seniority and recall rights with the department from which they were furloughed for a period of one year. Furloughed employees are required to maintain their current address with the Employer and the department. In the event of recall, the employees shall be given notice of recall by registered or certified mail, sent to the last address given to the county by the employee. The employees shall have seven (7) calendar days to notify the county of their intention to return.

Section 4. Acceptance and refusal of recall: If the furloughed employee accepts or refuses recall in the same department conducting the furlough, all recall rights cease.

Section 5. Senior employees within the department conducting the furlough will have the option to accept a voluntary furlough, for a period not to exceed six months, without discrimination. Upon return to employment, section one will apply.

Section 6. Posting regarding furlough shall be consistent with Article 8, Job Bidding.

8. **JOB BIDDING**

Section 1. Employees who have successfully completed their initial probationary period; and have received no disciplinary actions (of a written warning or greater within one calendar year from the date of the posting) and have been employed by the County within the Bargaining Unit for at least one calendar year, shall be permitted to bid job opportunities within the department and other departments within the bargaining unit.

Section 2. When the employer announces a job opportunity it shall be posted within the department where the vacancy exists and other bargaining unit departments for a period of five (5) working days.

The union (shop steward where the vacancy exists) shall receive a copy of the vacancy posting and list of all employees bidding on a job opportunity in a timely manner.

Section 3. Selection shall be awarded as follows:

1. Senior qualified employee within the department. If there are no bidders from within the department;
2. Senior qualified employee within the bargaining unit. If there are no bidders from within the bargaining unit;
3. Furloughed employees within bargaining unit. If there are no bidders from within the bargaining unit;
4. Unqualified bargaining unit members may be considered for the position. If there are no bidders from within the bargaining unit;
5. The vacancy may be filled from outside the bargaining unit.

Section 4. Limitations: An employee who is the successful bidder for the posted vacancy cannot bid on other vacancies for a period of one (1) year.

9. **DISCIPLINARY PROCEDURE**

Section 1. Employees may not be disciplined except for just cause.

Section 2. Progressive discipline may be applied as follows:

1st Offense - Verbal Warning

2nd Offense - Written Warning

3rd Offense - Suspension

4th Offense - Possible Termination

The Employer, however, reserves the right to determine the level of discipline to apply based upon the severity of the employee's action.

Any disciplinary action taken by the employer under section one of this Article shall be commenced no more than Thirty (30) calendar days after the knowledge of such incident(s) giving rise to such action.

Discipline is issued to ensure important correction of an employee's work performance, work habits, attitude, behavior, etc.

Section 3. Removal of Disciplinary Actions from Employee's Personnel File: Disciplinary actions shall be removed from the employee's personnel file as follows: 1st and 2nd warning after one (1) year; suspensions after three (3) years. Actions shall be removed as described above unless there are intervening or similar events or the discipline involved client abuse or other inappropriate interactions with clients. Those disciplinary records will not be removed from the employee's personnel file.

Section 4. Disciplinary Probation: An employee may also be placed on probationary status as a disciplinary measure if he or she has committed a violation of County or Department rules or regulations from which discharge could result. An employee placed on disciplinary probation must be aware of the urgent need for compliance and the risk of termination of employment.

10. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any grievance which may arise between the parties relating to the application or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The employee, accompanied by the Union shop steward if so desired, shall attempt to resolve grievable matters through discussion with the department head or his/her designee. The County shall cooperate to the fullest extent to meet, discuss and resolve these matters.

Step 2. If the matter cannot be resolved in Step 1 above, the employee may present a written grievance to the department head/designee. Grievances must be presented no later than fourteen (14) days after the occurrence of the incident. The department head shall attempt to resolve the matter or shall submit a written decision to the employee within fourteen (14) days after receipt of the grievance. A copy of the decision shall be furnished promptly to the Union.

Step 3. If the matter cannot be resolved in the above Steps, the Union Business Agent and the department head or his/her designee, will meet in an attempt to resolve the matter within fourteen (14) days of the issuance of the decision in Step 2. All parties will have the opportunity to present the facts, call upon witnesses and review pertinent documents, statements or correspondence.

Step 4. If the grievance cannot be settled in the above Steps, the matter will be submitted, within sixty-five (65) days following the step 3 meeting, to either the Pennsylvania Bureau of Mediation or the State Civil Service Commission. The decision of the impartial arbitrator or the State Civil Service Commission shall be final and binding on both parties consistent with the Act.

Section 2. Any cost involved in the procedure set forth above will be borne equally by the County and the Union,

Section 3. The time limits in this Article may be extended by mutual agreement.

Section 4. Attendance at hearings and arbitrations shall be limited to representatives of the County and/or its designated legal counsel, representatives of the Union and its designated legal counsel, stewards, grievants, witnesses, hearing officers, and those people who, on a case by case basis, are mutually agreed upon by the County and the Union or ordered by the impartial arbitrator.

11. PROBATIONARY PERIOD

Section 1. Routine Probationary Period - All new employees, unless otherwise specified, are employed for a probationary period of one hundred and eighty (180) days. The probationary period is an intrinsic part and extension of the employee selection process during which the employee will be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the employee's effective adjustment to work tasks, conduct, observation of rules, attendance, and job responsibilities. Any probationary employee whose performance does not meet required standards of job progress or adaptation, during this period, may be released.

If, at the conclusion of the employee's probationary period, the employee's performance and employment conditions have been satisfactory in all respects in the opinion of supervising personnel, and advancement to regular civil service status is deemed mutually advantageous to the County and the employee, a retention recommendation shall be made to the Director of Human Resources in accordance with State Civil Service requirements.

The County Commissioners retain the right to extend a probationary period at their own discretion, to a maximum of 545 calendar days.

Additionally, employment may be terminated at any time during the probationary period should either the employee or the employer regard such termination as necessary and appropriate. In cases of probationary release from County service, formal advance notice by the employer is not required.

Section 2. "Working Probationary Period" shall be defined by the duly adopted civil service rules and regulations as set forth by the Commonwealth of Pennsylvania State Civil Service Commission.

Fringe benefits for probationary employees shall begin as described in the MBEH.

12. **DISCRIMINATION**

Section 1. There shall be no discrimination against any employee because of sex, religion, race, age, national origin, marital status, political affiliation, Union affiliation, or disability.

Section 2. It is mutually agreed and emphasized that neither the Union nor the County will tolerate any type of sexual discrimination or harassment of any type. Should an employee believe that he/she is being sexually harassed or discriminated against, he/she should report the matter to his/her Union representative, department head or other County representative.

Section 3. Wherever any words are used in this collective bargaining agreement in the masculine gender, they shall be construed as though they were used in the feminine gender in all situations where they would so apply, and wherever any words are used in this collective bargaining agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this collective bargaining agreement in the plural forms, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

Section 4. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not intimidate, harass, or coerce any employee in the performance of his or her duties. The Employer will treat employees with dignity and respect. Employees will treat the Employer with Dignity and respect.

13. **MAINTENANCE OF STANDARDS**

To the extent not inconsistent with this Agreement, the economic terms set forth in the MBEH (Municipal Building Employees Handbook) shall apply to all employees covered by this Agreement.

14. **STEWARD**

The Local Union will appoint members to act as Stewards, whose duty it shall be to see that the conditions of this contract are not broken by either Employer or employees. The Steward shall be the last employee to be laid off, and in no circumstances shall he be discriminated against.

The authority of the Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities: (1) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement; (2) the collection of dues when authorized by appropriate Local Union action; (3) the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and

information (a) have been reduced to writing or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Steward has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement, and the Employer also has the right to discipline the participants in an unauthorized strike, slow down, stoppage of work, and those who refuse to return to the work of their normal duties when ordered to do so.

15. **UNION BUSINESS**

Section 1. Union Business Agents shall be permitted to investigate and discuss grievances during working hours on the County's premises.

Section 2. The Employer agrees to provide space for a Union bulletin board for posting notices and other pertinent Union information, provided that nothing shall be posted that involves political issues (other than Local 429 political matters) not directly related to the labor-management relationship.

16. **LIE DETECTOR TEST**

The County shall not require that an employee take a polygraph or any other form of lie detector test.

17. **HEALTH AND SAFETY**

Section 1. The County will provide immunization for the Hepatitis B virus to an employee and pay for the cost of such immunization when it is not paid by the County health insurance plan.

Section 2. Employees will not be responsible for equipment that is lost, stolen, or damaged in the line of duty unless the employee failed to take reasonable steps to prevent the loss or damage, consistent with Section 4.26 and Section 4.29 of the Municipal Building Employee Handbook, (hereinafter "MBEH"). In the event an employee is required to reimburse the County for lost, stolen or damaged equipment, the amount of reimbursement shall not exceed the sum paid by the County to acquire the affected equipment.

Section 3. The County shall pay the cost to replace or repair any personal items, excluding a personal vehicle that are damaged or destroyed while acting within the scope of employment. Payment for replacement of any item(s) referred to above is conditioned upon verification of the cost (whether through invoice, appraisal or other means). Such verification shall be presented by the bargaining unit member at the time that the payment for replacement is requested.

Section 4. Worker and Community Right to Know Act, the Pennsylvania Law 1984-159, provides for information to be made available to employees and community residents regarding hazardous substances introduced into the work place and into the general environment by employers subject to the law. Upon request, the County will furnish to any employee information concerning the Worker and Community Right to Know Act.

Section 5. The medical records of employees will be maintained confidential. An employee's full medical record will be made available to any licensed physician(s) designated by the employee, providing an appropriate medical authorization contains the employee's original signature.

Section 6. Time spent receiving emergency medical attention during regularly scheduled work hours which was necessary as a result of a work-related injury, will be considered as paid time.

Section 7. With Department Head approval, in the event a private vehicle is soiled (i.e., urination, defecation, regurgitation), the County will reimburse the employee for the cost of cleaning the interior of the private vehicle arising out of such soiling, upon verification of cost (whether through invoice or other means).

Section 8. With Department Head approval, employee concerns about equipment and vehicles shall be addressed in a face-to-face meeting with the Chief County Clerk.

Section 9. The County agrees to provide kevlar-style gloves to employees as determined appropriate by the Department Head.

Section 10. Camera and film shall be supplied as determined appropriate by the Department Head to maintain appropriate photographic records.

Section 11. Should an employee's personal vehicle be damaged in the course of their employment by the action of a client, said employee shall report the accident within forty-eight (48) hours of the occurrence to the Department Head who will submit the claim to the County Administrator or his/her designee. Upon receipt of the claim, the County Administrator shall review the submission on a case by case basis and render a decision within thirty (30) days from the receipt of the claim.

Section 12. With Department Head approval, in the event an employee's residence becomes infested (e.g., bed bugs) arising out of the employee's course of employment, and where the employee can provide information satisfactory to the Department Head of compliance with all applicable work rules and recommendations about preventing infestation, the County will reimburse the employee for the cost of resolving the infestation, after having approved the method to be used to achieve the resolution of the infestation.

18. PERSONNEL RECORDS

Section 1. Each employee shall have the right, upon written request, to examine and copy any and all material, including but not limited to, any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's official personnel file upon written authorization of the employee involved. The County may charge a reasonable amount for copying expenses.

Section 2. Employees must maintain an accurate current residence address and home telephone number with the payroll section of the County Controller's Office. All changes must be submitted to the payroll section of the County Controller's Office in writing, immediately after the effective date of the change. The payroll section of the County Controller's Office will provide to the employee an initialed copy to acknowledge receipt. Telephone numbers and addresses will be secured and only provided to authorized persons.

19. **LEAVES OF ABSENCE**

An employee may, by submission of a written request to his/her department head, request unpaid leave of absence. Reasons for leave of absence include, but are not limited to, personal illness, family illness (with explanation), educational leave (in a related field of instruction), childbirth rearing, or personal reasons. Verification concerning leave requests may be required by the County.

A leave of absence (LOA) is an unpaid absence from work. Requests for an LOA must be submitted at least fourteen (14) days prior to the beginning of the leave. Requesting employees shall receive notice of the disposition of their request within fourteen (14) days of submission. All leaves are subject to the approval of the County Commissioners and the Department Head.

Approved leaves of absence are normally granted in increments ranging from ten (10) through ninety (90) day periods. Duration of approved leaves of absence shall not exceed six (6) months in length. When requesting a leave of absence, the employee must specify the reason for the leave, the number of days needed and the date the unpaid leave is to begin.

Extension to establish leaves of absence may be requested, in writing, by the employee providing such request does not exceed the six (6) month time limit. Extension to existing leaves of absence are subject to the approval of the employee's Department Head and the County Commissioners.

Employees are limited to one (1) approved leave of absence, with a duration not exceeding six (6) months in length within any twelve (12) month period, measured forward from the beginning of the previous leave.

While on an approved leave of absence, employees are prohibited from gainful employment elsewhere, unless there is an agreement to the contrary between the County and the Union.

An approved leave of absence may not expand the availability of paid leave, such as sick leave, beyond how such paid leave is presently permitted.

Seniority - Unpaid leaves of absence do not affect department Seniority. Unpaid leaves do, however, affect county service time and one's retirement pension.

20. **CHILD BIRTH/REARING LEAVE**

This leave is a leave of absence without pay. Employees must request this type of leave in writing specifying the dates that are to be used. Leaves may commence prior to or after childbirth or adoption. Total child birth/rearing leave, including paid and unpaid time, shall not exceed six (6) months in length.

21. **MEDICAL LEAVE OF ABSENCE**

Employees requesting medical leaves must provide with their written request a signed statement from their physician indicating the medical reason for the absence and the approximate amount of time necessary for recovery.

22. **FAMILY AND MEDICAL LEAVE**

The provisions of the Family and Medical Leave Act (Addendum "A") shall become effective with the signing of this Agreement.

23. **TRAINING PROGRAMS**

Employees will be compensated at the appropriate hourly rate for County-required training. The County reserves the right to change the employee's schedule to accommodate such training, provided the employee is given at least two (2) weeks advance notice.

24. **LEGAL PROCEEDINGS**

Section 1. Any court appearance scheduled to begin within two (2) hours before or after an employee's regularly scheduled work shift shall be paid only on the basis of time spent in the proceedings, and shall be calculated as time worked at the appropriate hourly rate. Witness fees shall be turned over to the County.

Section 2. The County shall provide, at its cost, legal representation to any employee who is named as a defendant in a civil and/or criminal action arising out of acts committed by the employee within the scope of his/her employment not constituting a crime, actual fraud, actual malice or willful misconduct, so long as such representation constitutes no conflict or potential conflict of interest to the County. Such representation must be requested in writing by the affected employee or his/her power of attorney no more than five (5) calendar days after the service of process.

Section 3. Legal representation will be provided through the office of the County Solicitor or liability insurance carrier. The decision of the County Solicitor on whether to represent the employee shall be final. Should the solicitor decline to represent the employee because of a conflict of interest or a potential conflict of interest, the County shall select alternate counsel and the County will pay for reasonable attorney's fees (as determined by the County) incurred in the employee's defense of the action.

Section 4. Except for acts which constitute a crime, actual fraud, actual malice or willful misconduct, the County shall indemnify employees against civil litigation which arises out of action taken within the scope of employment.

25. TRAVEL EXPENSES

Section 1. Employees who are required to operate their private vehicles pursuant to their job duties or approved training will be compensated in accordance with the Internal Revenue Service mileage rate in effect at the time such service is rendered.

Section 2. Employees will be reimbursed for all travel expenses in accordance with the municipal Building Employees Handbook. Employees will be reimbursed for all meals at the rate of ten dollars (\$10) for breakfast, twelve dollars (\$12) for lunch, and seventeen dollars (\$17) for dinner.

26. SICK LEAVE

Section 1. An employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of his/her employment shall be eligible to receive sick leave with pay.

Section 2. Employees shall earn fifteen (15) sick leave day per calendar year at the rate of 1.25 days for each month in which they are in compensable status through the fourteenth (14th) of the month. Unused sick leave is carried forward into the next year provided that the maximum accumulation is not exceeded. Employees may accumulate up to one hundred fifty-five (155) days of sick leave.

Section 3. Employees who have accumulated over the maximum sick leave of one hundred fifty-five (155) days at the end of the calendar year shall be reimbursed for those unused sick days over the maximum accumulation at the rate of Fifteen (\$15.00) per day. Reimbursement shall be made during the month of January.

Section 4. It shall be the obligation of the employee to notify a supervisor of their absence as soon as possible, and at least prior to the employee's scheduled start time, if possible. Employees on long term absences shall apprise the department head of the expected duration of the absence from time to time. Upon request by the County, a physician's written evaluation shall be provided by the employee.

Section 5. Full-time employees may use up six (6) sick leave days per year for the illness of family members residing in their household, or a parent or child residing outside of the household. These days are charged against sick leave balances. Employees utilizing three (3) days in succession for the illness of a family member must provide a doctor's note describing the illness of the family member. This note justifies the payment of the benefits days.

Section 6. Employees may take sick leave in one half day increments or hourly increments for doctor visits if said visit is covered by medical insurance excluding eye and dental.

27. WORKERS' COMPENSATION

Section 1. An employee injured on the job must complete a workers' compensation injury report as soon as possible and forward it to his/her department head. The employee shall receive a copy of the report which shall indicate the date on which the report was received by the department head. Within twenty-one (21) days from the date the injury was reported, the County or its designee shall issue a

workers compensation payment, or a notice of denial, in accordance with the Pennsylvania Workers' Compensation Act.

Section 2. Any employee going on work-related injury leave shall continue to earn, for ninety (90) days from the beginning of such leave, vacation, holidays, sick leave and personal days, but such benefits shall not continue to accrue beyond that time during the remainder of the period of disability. Such employee shall continue to be covered by the various insurances provided by the Employer during the period of disability.

Section 3. An employee on worker's compensation leave shall undergo examination by a licensed physician selected by the County at times as determined by the County. The County shall pay the cost of such examination.

28. **BEREAVEMENT LEAVE**

Section 1. Employees are authorized a maximum of five (5) consecutive bereavement leave days with pay for death of members of the immediate family - husband, wife, parent, child, step-child.

Section 2. Employees are authorized three (3) consecutive bereavement leave days with pay for the death of brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, step-father, step-mother, step-brother, step-sister, or a member of the family residing in the employee's household.

Section 3. Employees may use one (1) day bereavement leave and two (2) days as vacation or personal days for the death of son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, aunt, uncle, niece, or nephew.

Section 4. Employees may utilize personal days, compensatory time, vacation days, or sick leave to extend bereavement leave for deaths in the family, or when extensive travel is required. Bereavement leave shall be used within seven (7) calendar days following the date of death.

Section 5. Part-time employees shall receive bereavement leave. Such bereavement leave shall follow the schedule set forth in Sections 1 and 2 above. The part-time employees, bereavement leave shall be a ratio of the average hours worked in a regularly scheduled work week divided by thirty-seven and one-half (37 1/2) hours and then multiplied by the number of days of bereavement leave granted to a full-time employee in Sections 1 and 2 above, rounded to the nearest full day. Bereavement leave shall be used within seven (7) calendar days following the date of death. An employee who is scheduled to work one day per week, shall be entitled to at least one (1) day of bereavement if the funeral is held on the employee's scheduled work day. (Example: Part-time employee who works two (2) days per week would receive bereavement leave as follows:

Section 1. $.4 \times 5 = 2$ days bereavement leave

Section 2. $.4 \times 3 = 1$ day bereavement leave

Section 3. $.4 \times 1 = 1$ day bereavement leave

29. MILITARY LEAVE

Section 1. An employee enlisting or entering the military service of the United States shall be granted all rights and privileges provided by applicable law.

Section 2. The County shall pay the health insurance contributions for an employee on leave of absence for training in the military reserves or National Guard not to exceed fifteen (15) days.

Section 3. The County will compensate employees in the military reserves or National Guard for annual training not to exceed fifteen (15) days lost work.

30. JURY DUTY/COURT APPEARANCE

Section 1. A paid leave will be granted to any employee called to jury duty at his/her regular salary.

Section 2. Employees shall retain any payment (s) to them by the Federal or State Court for jury duty service.

Section 3. A paid leave, of required duration, will be granted for an Employee called as a witness in a County related matter.

Section 4. An unpaid leave will be granted to an Employee for personal court matters, such as domestic relations, family law, civil or criminal matters. Vacation or personal time may be used, if available.

Section 5. An unpaid leave will be granted to an employee if he/she is subpoenaed as a witness for a personal matter. Vacation or personal time may be used, if available.

Section 6. Employee must submit Court notification to his Department Head at least two (2) work days prior to Court appearance, whenever possible. If an Employee is released by a Lebanon County Court prior to the end of his/her shift, Employee is expected to return to work for the balance of the work day.

Section 7. Employee shall continue to work his/her shift until the time in which he/she is required to report for jury duty or Court participation. Immediately following dismissal by the court, Employees shall return to his work to complete his shift.

31. PERSONAL HOLIDAY

Section 1. Full-time employees shall be eligible for four (4) personal leave days annually to be taken January 1 through December 31 of each year.

Section 2. New Employees - Employees hired between January 1 through June 30 inclusive, entitlement to any personal days during this period is prohibited, but two (2) personal days are allowed July 1 through December 31.

Employees hired between July 1 through December 31 inclusive are not entitled to any personal days during this period, but may take four (4) personal days beginning with the next period.

Section 3. Change of Status - Employees changing employment status from part-time to full-time shall follow the procedures established for new employees. Employees changing status from full-time to part-time shall utilize unused personal days by the end of the current six month period.

Section 4. Upon the approval of the Department Head, personal leave days shall be granted at the time it is requested by the employee on a "first come, first serve" basis. Employees will not be required to give any reason for the use of personal leave days.

Section 5. Each employee must use all personal leave days during the calendar year in which the personal leave days are earned or lose them.

32. VACATIONS

Section 1. Employees shall earn vacation time with pay in accordance with the following schedule:

<u>Years of Service with County</u>	<u>Number of Days</u>	<u>Rate of Accumulation</u>
Less than 5	10	.833 days/month
5 to 10	15	1.25 days/month
10 to 20	20	1.667 days/month
20 plus	25	2.083 days/month

Section 2. With approval of the County, employees will be permitted to receive advance vacation (i.e., to take vacation not yet earned). Advanced vacation shall not exceed the amount normally expected to be approved during the calendar year. Employees will be required to sign the necessary administrative forms with the County.

Section 3. With approval of the County, employees, in accordance with department seniority, will be permitted to select specific dates for vacation during the month of January each year. Vacation selected in January shall be awarded by seniority. Vacation that is selected after the January selection period will be awarded on a "first come, first serve" basis so long as this is not in conflict with the department's needs.

Section 4. Upon separation, an employee shall receive payment for all earned, accumulated, and unused vacation time.

Section 5. Vacation time shall be counted as time worked toward computation of overtime.

Section 6. Unused vacation for the present year may be carried forward into the next year provided the maximum accumulation is not exceeded. Maximum accumulation is as follows:

<u>Service Time</u>	<u>Entitlement</u>
4th month to end of 7th year	30 working days
8th year and over	40 working days

At the end of the calendar year, any days over the maximum accumulation, shall be forfeited if not used.

Section 7. Vacation is earned at the appropriate rate under the schedule for each pay period an employee is in a compensable status, except for workers' compensation.

33. **HOLIDAYS**

Section 1. The following holidays shall be observed as paid holidays for all employees who are actively employed on such holiday:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day (National Holiday)
Good Friday
Memorial Day
4th of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 2. An employee whose shift begins on any of the above-listed holidays shall be paid at the rate of time and one-half his/her hourly wage, in addition to seven and one-half (7 1/2) hours holiday pay.

Section 3. All hours worked on holidays shall be counted as hours worked in the computation of weekly overtime.

34. **INSURANCE BENEFITS**

The County is to provide paid health insurance (Preferred Provider Organization, [PPO]) to each full-time employee and his/her dependents including children under the age of twenty six (26).

The County will maintain a family prescription plan as part of its health insurance program with employee co-pays of Ten Dollars (\$10.00) for generic drugs; Twenty Dollars (\$20.00) for preferred name drugs and Forty Dollars (\$40.00) for non-preferred co-pay per 30 day prescription. Employee co-pays of Twenty Dollars (\$20.00) for generic drugs; Forty Dollars (\$40.00) for Preferred; Eighty Dollars (\$80.00) for non-preferred co-pay per 90 day prescription.

Medical Service Co-Pays: Family Doctor, Twenty Dollars (\$20.00); Specialist, Forty Dollars (\$40.00); Urgent Care, Fifty Dollars (\$50.00); Emergency Room, One hundred Dollars (\$100.00).

The employee shall be required to pay a deductible for the health insurance benefits provided by the County.

For 2016, the deductible for health insurance benefits provided by the County shall be Three Hundred Dollars (\$300.00) per calendar year for individual coverage, and Six Hundred Dollars (\$600.00) per calendar year for multiple person coverage.

On January 1, 2017, the deductible for health insurance benefits provided by the County shall be Four Hundred Dollars (\$400.00) per calendar year for individual coverage, and Eight Hundred Dollars (\$800.00) per calendar year for multiple person coverage.

On January 1, 2018, the deductible for health insurance benefits provided by the County shall be Six Hundred Dollars (\$600.00) per calendar year for individual coverage, and Twelve Hundred Dollars (\$1200.00) per calendar year for multiple person coverage.

On January 1, 2019, the deductible for health insurance benefits provided by the County shall be Eight Hundred Fifty Dollars (\$850.00) per calendar year for individual coverage, and Seventeen Hundred Dollars (\$1700.00) per calendar year for multiple person coverage.

Coverage begins within 90 days of the beginning of employment.

The insurance, coverages and benefits described herein may be subject to change under the following circumstances:

A. Where substantially similar benefits are provided, subject to the mutual agreement of the parties; or

B. Where identical or better coverage and benefits are provided through a different provider.

1. Eligibility – Full-time employees shall elect coverage from the offered health insurance plan. Coverage includes the employee as well as his/her dependents, Dependents include one's spouse, and children up to age 26, and unmarried children who are past the limiting age and are medically certified by a physician as being disabled. The term children includes stepchildren and legally adopted children.

2. Enrollment - Enrollment forms for health insurance shall be completed in a timely manner in the County Benefits Office. It is the responsibility of all employees to complete and return their health insurance enrollment forms. Failure to do so may cause a delay in coverage. Prior to enrollment each full-time employee shall be provided with information for the health insurance plan.

3. Health Insurance Exchange - Employees who maintain health insurance elsewhere may choose to participate in the County's health insurance exchange program. This experimental program, which is available to full-time employees only, provides a monetary payment to

employees who choose not to take part in the County's health insurance coverage. To enter this program, employees must provide documentation that they are covered under a health insurance plan through another carrier. The taxable reimbursement shall be made quarterly on a payroll check.

The reimbursement rate is \$200.00 per month as established by the County Commissioners.

Employees wishing to participate in this program should contact the Employee Benefits Office for details.

4. After one hundred and eighty (180) calendar days of employment, the county shall provide each employee with County paid term life insurance which shall equal one hundred percent (100%) of the employee's annual income, rounded to the next highest thousand dollars (to a maximum of Fifty Thousand Dollars (\$50,000.00)). The County shall continue to provide life insurance coverage during a non-paid leave of absence with benefits.

5. Any additional or improved eye or dental insurance benefit provided by the County of Lebanon to its employees not represented by a bargaining representative during the term of this Collective Bargaining Agreement shall also be provided to this bargaining unit.

35. **PENSION**

Section 1. The Pension Fund is regulated by Lebanon County.

Section 2. By State and County regulations, a mandatory minimum contribution of seven percent (7%;) of the employee's salary will be applied to the County Pension Fund for new employees hired after the effective date of this Agreement. Employees may be governed by another percentage under previous State regulations depending on their date of hire.

36. **OVERTIME/COMPENSATORY TIME/FLEX TIME**

Section 1. In the event an employee is required to work in excess of his/her regularly scheduled work week or work day, the employee shall receive one and one-half (1 1/2) times his/her base hourly rate of pay for all hours worked beyond the regularly scheduled work day (7 1/2 hours) or work week (37 1/2 hours). Time not worked and not otherwise compensable does not count toward overtime.

Section 2. At the employee's option, he or she may elect to take compensatory time in lieu of overtime payment. Each hour of overtime worked must be compensated with an hour and a half of paid time off.

Example: If an employee works two (2) hours of overtime, said employee shall receive three (3) straight time hours of paid time off.

Section 3. Any work performed on a Saturday shall be paid at time and one half and any work performed on a Sunday shall be paid at double time.

Section 4. Compensatory time, if not taken within a ninety (90) day period, shall be paid out.

37. WAGES

Section 1. Annual pay increases shall take effect with the first full pay period beginning on or after December 24 in a given year. All other general pay increases, including incremental increases (i.e., promotion), shall take effect with the first day of the pay period closest to the pay increase date.

Section 2. Effective with the described first pay period, for 2016, an employee on the salary schedule shall receive a 3.0% wage increase, and an employee going off the salary schedule or off the salary schedule shall receive a 3.0% wage increase.

Section 3. Effective with the described first pay period, for 2017, an employee on the salary schedule shall receive a 3.0% wage increase (one step on the salary schedule plus an increase in the 2016 salary schedule of 1.0%), and an employee going off the salary schedule or off the salary schedule shall receive a 3.0% wage increase.

Section 4. Effective with the described first pay period, for 2018, an employee on the salary schedule shall receive a 3.0% wage increase (one step on the salary schedule plus an increase in the 2017 salary schedule of 1.0 %), and an employee going off the salary schedule or off the salary schedule shall receive a 3.0% wage increase.

Section 5. Effective with the described first pay period, for 2019, an employee on the salary schedule shall receive a 3.0% wage increase (one step on the salary schedule plus an increase in the 2018 salary schedule of 1.0 %), and an employee going off the salary schedule or off the salary schedule shall receive a 3.0% wage increase.

Section 6. Effective with the date of this Agreement, all current and new bargaining unit employees shall be promoted, based upon civil service minimum experience and training requirements and department head recommendation with such recommendation, employees may be promoted as soon as they have obtained the minimum experience and/or training required for the promotion.

Section 7. All wages are based upon thirty-seven and one-half (37 1/2) hours per week. For purposes of calculating overtime, an employee's hourly rate shall be the employee's base wage.

Section 8. In the event a County employee transfers into this bargaining unit from another "professional" position within the County, placement will be mutually agreed upon by the County, the employee involved, and the Union.

Section 9. When an employee is required to work in a higher classification, said employee shall receive the higher rate of pay.

Section 10. Rules of the Pay chart

1. The Employer shall place an employee new to this bargaining unit on the chart, as determined by the Employer.

2. Any employee promoted one (1) pay grade shall move from their existing step and pay grade to the new pay grade at the same step. (i.e., Grade 9, Step 1 to Grade 10, Step 1; Grade 9, Step 4 to Grade 10, Step 4).

3. Any employee promoted two (2) pay grades shall move from his/her existing pay grade and step to the new pay grade less one (1) step, or to the minimum step for that pay grade. (i.e., Grade 9, Step 3 to Grade 11, Step 2; Grade 9, Step 1 to Grade 11, Step 1).

4. Any employee demoted one (1) pay grade shall move from their existing step and pay grade to the lower pay grade at the same step. (i.e., Grade 10, Step 3 to Grade 9, Step 3; Grade 11, Step 5 to Grade 10, Step 5).

5. Any employee demoted two (2) pay grades shall move from his/her existing pay grade and step to the lower pay grade plus one (1) step. (i.e., Grade 11, Step 2 to Grade 9, Step 3).

6. Any employee who receives a lateral transfer shall remain in the same pay grade at the same step.

38. **DEFINITIONS**

Section 1. As used in this Agreement, the following terms shall have the meaning which follows:

"ACT" - Public Employee Relations Act, Act of the General Assembly of the Commonwealth of Pennsylvania, No. 195, July 23, 1970.

"EMPLOYEE" - Any individual employed by the County and included in the unit certification set forth in Article 1.

"COUNTY" - County of Lebanon.

"UNION" - Teamsters Local Union No. 429

"COUNTY POLICY" - Municipal Building Employees Handbook

"PROMOTION" - A promotion is the movement of an employee to a classification with a higher maximum rate of pay (last step on the pay chart).

"DEMOTION" - A demotion is the movement of an employee to a classification with a lower maximum rate of pay (last step on the pay chart).

"LATERAL TRANSFER" - A lateral transfer is the movement of an employee to the same classification or a different classification within the same pay grade. This move may be made within the same department or to a different department.

39. **SAVINGS**

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any

provisions herein are found to be invalid and unenforceable by a Court or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.

40. SUCCESSORS

In the event the Employer sells, leases, transfers, or assigns any of its facilities to other political subdivisions, corporations, or persons, and such sale, lease, transfer, or assignment would result in the lay-off, furlough or termination of employees covered by this Collective Bargaining Agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new employer. The Employer shall notify the Union in writing at least thirty (30) days in advance of any such sale, lease, transfer, or assignment.

41. TRANSFER OF SOCIAL SERVICE AGENCY.

This Agreement shall be binding upon the parties herein, their successors and assigns. In the event an entire existing County of Lebanon Social Services Department (i.e., Children and Youth, Mental Health/Early Intervention, Area Agency on Aging, Drug and Alcohol), or a portion thereof is sold, leased, transferred, or taken over, the new provider of the work of that Social Services Department, or portion thereof, shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement, and shall include the acquisition of all existing employees of that department or portion thereof acquired, so long as not in violation of any law. It is understood that the employer shall not use any leasing device to a third party to evade this Agreement. The County agrees to give notice of the existence of this Agreement to any purchaser, lessee, transferee, or assignee of a described Social Services Department or portion thereof. Such notice shall be in writing, with a copy to the Union not later than the effective date of the transfer. The transferee shall provide seniority to transferred employees as the employees enjoy pursuant to this Collective Bargaining Agreement. In addition, the County of Lebanon Social Services Department shall require any lessee, transferee, buyer, subcontractor, etc. to assume the obligations of this agreement by specific provision in the County's agreement with the entity in question.

42. RETURN OF BARGAINING UNIT WORK AND EMPLOYEES.

If, during the term of this Agreement, the County of Lebanon transfers any work covered by this Agreement, and employees are transferred as described above, and the County of Lebanon subsequently terminates its relationship with that entity, and the County of Lebanon again takes over providing that work, then:

(a). The County of Lebanon shall return said work, and the employees then performing that work, to this bargaining unit, unless prohibited by law;

(b). Said work and employees shall be covered by the terms of this Agreement;

(c). Employees presently employed by the County of Lebanon, continuously employed by the transferee, and returning to the County of Lebanon, shall be credited with all seniority earned while employed by the transferee upon their return to the County of Lebanon, except for pension benefits.

Seniority for pension purposes shall be that seniority existing when transferred from County of Lebanon employment.

Nothing herein limits the County of Lebanon from transferring work as provided in Article 41 above.

43. TERMINATION.

Section 1. This Agreement shall be effective on January 1, 2016 and will continue in full force through December 31, 2019. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employees Relations Act.

In the presence of:

LEBANON COUNTY

By: Robert Hullum

By: [Signature]

By: [Signature]
County Commissioners

TEAMSTERS LOCAL UNION NO. 429

By: [Signature]
President

By: [Signature]
Secretary Treasurer

Attest:

Jamie A. Wolgemuth
County Administrator

ADDENDUM A

FAMILY AND MEDICAL LEAVE

Eligible employees may utilize up to twelve (12) weeks of unpaid leave in accordance with the Family and Medical Leave Act (FMLA) of 1993 and in accordance with the following provisions:

1. REASONS FOR LEAVE:

Family and Medical Leave will be available to an eligible employee for the following reasons:

(A) The birth or placement of a child with the employee for adoption or for foster care. This leave shall be known as child care.

Leave taken for the birth or placement of a child must be within twelve (12) months of that birth or placement.

(B) To care for a spouse, child or parent with a serious health condition. This leave shall be known as serious health condition of family member.

(C) A serious health condition of the employee that makes the employee unable to perform his or her job duties. This leave shall be known as medical, not to be confused with the regular medical leave.

A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves in-patient care at a hospital, hospice or residential medical care facility, or continuing care by a doctor of medicine or osteopathy.

Other important definitions are located at the end of this article.

2. ADVANCE NOTICE AND MEDICAL CERTIFICATIONS:

Employees seeking to use the FMLA leave may be required to provide:

(A) 30-day advance notice of the need to take FMLA leave when the need is foreseeable;

(B) Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;

Where family and medical leave is requested as a result of a serious health condition, disability, or illness of either a family member or the employee, the employee shall provide an acceptable medical certification issued by a health care provider and paid for by the employee. Such certification can be required at the beginning of, during, at the completion of, or at other times as determined by the County.

When leave is needed to care for an immediate family member or the employee's own illness and is for planned medical treatment, the employee must attempt to schedule treatment so that it will not unduly disrupt the County's operation.

(C) The county can require an opinion from a second health care provider which will be paid for by the County, when there is doubt as to the validity of the certification provided by the employee. If there is a conflict between the two medical opinions, the County may obtain an opinion from a third health care provider selected by the previous two physicians. The cost of this exam and medical opinion shall be split equally between employee and the County. The opinion of the third health care provider will be binding upon both the County *and* employee.

Similarly, when leave is requested as the result of a birth or placement, the employee shall provide an acceptable physician's certification of the event.

(D) Periodic reports during FMLA leave regarding the employee's status and intent to return to work; and

(E) A "fit-for-duty" certification to return to work.

3. **ELIGIBILITY:**

To be eligible for the leave, an employee must have worked for the County for at least twelve (12) months and for a minimum of one thousand two hundred fifty (1,250) hours during the previous one-year period immediately prior to the onset of the requested leave.

4. **REQUESTING FMLA:**

Employees requesting leave are to complete a Request for Family and Medical Leave Form available in the Employee Benefits office.

5. **COMMENCEMENT OF LEAVE:**

FMLA leaves shall begin when all applicable paid leaves end. (see below).

(A) Child care - under this provision the employee must use all their accumulated vacation, personal days and sick leave (during their period of disability only) prior to beginning this leave.

(B) Serious health condition of a family member under this provision the employee must use all their accumulated vacation, personal days allotted family sick days prior to beginning this leave.

(C) Medical - under this provision the employee must use all their accumulated sick, vacation and personal day leave time before going out on an unpaid FMLA.

6. **LENGTH OF FMLA LEAVE:**

Eligible employees may use up to twelve (12) weeks leave in any twelve (12) month period. The "rolling forward" method shall be used to determine eligibility for new leaves.

(A) Additional Leave Time - the period of Family and Medical Leave used can be combined with an unpaid leave of absence if such a leave of absence is approved by the County, and not to exceed the provisions of other similar leaves - During the leave of absence period, employees will be responsible for continuing all insurance, if they so elect, and will be required to pay those dollar amounts established to meet the monthly premium.

7. **LEAVE CONDITIONS:**

Employees who take leave under the Family and medical Leave Act will be returned to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.

(A) Continuance of Insurance Coverage - the County will continue insurance coverage under group health and life insurance plans for employees who have elected to use family or medical leave under the same conditions as coverage would have been provided if no leave had been taken. Employees will be responsible for any co-payments related to the specific insurance plan; or in the case of employee payments will be continued.

(B) Failure to Return to Work - when an employee fails to return from leave, the County can recover any premium that has been paid by the County on behalf of the employee to maintain health care coverage. Employees who fail to return to work will not be liable for the premiums if their failure to return is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond their control. In such case, the county can require a medical certification issued by a health care provider acceptable to the County.

8. **MISCELLANEOUS PROVISIONS:**

(A) Intermittent Leave - in certain circumstances, as described below, an employee may take the twelve (12) week period, intermittently (take, a day periodically when needed), or use the leave to reduce the work week or work day, resulting in a reduced work schedule. This form of leave is subject to the approval of the County Commissioners.

Under the Act, unpaid leave related to a serious health condition of a child, spouse, parent or the employee may be taken intermittently or on a reduced leave schedule when medically necessary, and certification, acceptable to the County is provided. Such intermittent leave or reduced leave schedule will not result in a reduction in the total amount of family and medical leave to which the employee is entitled beyond the amount of leave actually taken. Thus an employee who takes four (4) hours leave for a medical treatment has utilized four (4) hours of the twelve (12) weeks of leave to which the employee is entitled.

Approved intermittent leave may be taken as part of unpaid leave.

The County reserve the right to temporarily transfer an employee taking intermittent leave or leave on a reduced work schedule for planned medical treatment to an equivalent alternative position that better accommodates such intermittent or reduced leave.

Under the law, leave resulting from the birth of a child or the placement of a child with an employee for adoption or foster care cannot be taken intermittently or on a reduced leave schedule unless the employee and County agree to a specific schedule.

(B) Husband and Wife - If husband and wife are employed by the County and both wish to take leave to care for a newly-arrived child or a sick parent, their aggregate leave is limited to twelve (12) weeks. If the leave is requested because of the illness of a child or of the other spouse, each spouse is entitled to twelve (12) weeks of leave.

(C) Seniority - Unpaid FMLA leave does not count toward benefit accrual. For the purpose of retirement, unpaid FMLA leave does not count towards one's length of County service. Unpaid FMLA leave does, however, count towards departmental seniority.

9. Any provisions of the Family and Medical Leave Act not specifically covered in this article shall revert back to the Act itself.

10. **DEFINITIONS:**

(A) Eligible Employee - the term "eligible employee" means an employee who has been employed

(i) For at least twelve (12) months by the County with respect to when leave is requested; and

(ii) For at least one thousand two hundred fifty (1,250) hours of service with the County during the previous twelve (12) month period.

(B) Employment Benefits - the term "employment benefits" means all benefits provided or made available to employees by the County, including group life insurance, health insurance, sick leave, vacation, personal days and pensions, regardless of whether such benefits are provided by a practice or written policy.

(C) Health Care Provider - the term "health care provider" means - (a) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or (b) any other person determined by the Secretary of Labor to be capable of providing health care services.

(D) Parent - the term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

(E) Son or Daughter - means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is

(i) Under 18 years of age; or

(ii) 18 years of age or older and incapable of self-care because of mental or physical disability.

(F) Spouse - means a husband or wife, as the case may be.

11. An employee may elect to reserve up to five (5) days of their accrued vacation time for their expected return to work from FMLA leave.

NOTICE BE SURE TO GET A WITHDRAWAL CARD

It is important to get a withdrawal card from the Local Union if you do not work and are not being paid by your Employer. This applies if you terminate your employment, go on unpaid sick leave, workers compensation, a leave of absence, are laid off, or for any reason you do not work and are not being paid by your Employer. Members must request a withdrawal card. Failure to request a withdrawal card will make you responsible for all back dues and possibly a re-initiation fee. Your request should be submitted before the end of the month in which you last worked. A withdrawal card allows a member to maintain his or her membership on an inactive basis. In other words, you will not owe union dues for any months you did not work after you obtain the withdrawal card. Additionally, this allows you to avoid paying a re-initiation fee when you return to employment.

You can request a withdrawal card by mail or by clicking on www.teamsterslocal429.org and printing the **withdrawal form**. Along with your request, please include fifty cents to cover the cost of the withdrawal card. Mail requests to:

**Teamsters Local Union No. 429
1055 Spring Street
Wyomissing, PA 19610**

You may also apply for a withdrawal card in person at the above address. The business hours are:

Monday through Friday – 7:00 A.M. to 4:00 P.M.

In order to be eligible for a withdrawal card, your initiation fees must be paid in full and your union dues must be paid current.

Union Dues: This Local Union is required to conduct an update of dues paid by members to be in compliance with the directives of the IBT Constitution (Article X, Section 5). All members are reminded that accurate and timely payment of dues is the member's responsibility. If a member is on a dues check-off, they must contact the Union Hall immediately to report any error in their monthly dues deduction.

Membership Cards: Any member that does not have a union membership card must contact the Union Hall.

Should you have any questions, please call:

**TEAMSTERS LOCAL UNION NO. 429
(610) 320-5521
or (800) 331-4290**