

AGREEMENT BETWEEN

THE COUNTY OF EIK

AND

UNITED MINE WORKERS OF AMERICA INTERNATIONAL UNION,

AFL-CIO-CLC AND LOCAL UNION 8923

OF THE UNITED MINE WORKERS OF AMERICA

(COURT RELATED)

January 1, 2021 through December 31, 2024

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## PREAMBLE

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

## ARTICLE 1

### RECOGNITION

Section 1: The United Mine Workers of America International Union, AFL-CIO-CLC (Union) is the exclusive representative for collective bargaining purposes for Elk County Court Related Unit employees within the classification established by certification by the Pennsylvania Labor Relations Board. Case no. PERA-R-99112-W.

Section 2: The term employee when used in the Agreement refers only to those employees included within the certification referred to in Section 1 of this Article.

Section 3: The term employee when used in this Agreement refers only to employees as defined below.

- A. A full-time employee is defined herein as an employee who is hired to fill a position in which they are normally scheduled to work thirty-five (35) hours per work week and who has successfully completed the probationary period prescribed in this Agreement.
- B. A probationary employee is defined herein as any employee who is hired by the County to fill a vacant or newly created position and who is in the process of completing the probationary period prescribed in this Agreement. Any terms or provisions of this Agreement do not cover probationary employees.
- C. A regular part-time employee is defined herein as a person who is regularly scheduled to work less than thirty-five (35) hours per week and not more than one thousand two hundred (1200) hours per year, nine hundred (900) hours per year for part-time Deputy Sheriffs, excluding hours worked as a temporary employee. "Regular part-time employee" shall be defined to include only those working fewer than 30 hours per week for health insurance purposes only.

D. Temporary employees are excluded from the coverage under this agreement. A temporary employee is defined herein as any employee who is hired as a replacement for a full-time or part-time employee who is on an approved paid or unpaid leave of absence or someone who is hired for a specific task or special project. A specific task or special project shall not exceed two hundred (200) hours per temporary employee per task.

Section 4: The purpose of this Article recognition is to delineate those positions included in the bargaining unit, which is represented by the Union.

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

## ARTICLE 2

### MANAGEMENT RIGHTS

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

Section 2: The listing of specific rights in this Agreement is not intended to be, nor should it be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the County in the past.

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

Nothing herein shall, in any way affect the rights of the Judges and other County officers with respect to hiring, discharge for just cause and

supervising employees as guaranteed in the County Code, 16 P.S. 1620, in the Pennsylvania Constitution and various Court decisions pertaining thereto. In the event any of the terms of provisions of this Agreement transgress or infringe upon the rights of Judges or other County officers, such terms and provisions of this Agreement shall not be applicable to the employees involved. It is further understood and agreed that should an elected office be occupied by other than an incumbent on or after the effective date of this agreement any and or all provision relating to those rights set forth in this section may be reopened and modified at the discretion of the newly elected or appointed office holder.

### ARTICLE 3

#### NO STRIKE - NO LOCKOUT

Section 1: It is understood and agreed that there shall be no strike as that term is defined under the Public Employee Relations Act 195 during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2: The County will not engage in any lockout during the life of this Agreement.

### ARTICLE 4

#### CHECK-OFF

Section 1: The County shall deduct regular initiation fees, monthly dues, assessments and 457 from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature.

Section 2: Upon execution of this Agreement the International Union shall notify the County in writing of the amount of fees and dues to be deducted from each individual authorizing said deductions. Any changes in said fees or dues shall be provided to the County via two (2) weeks written notice.

Section 3: All deductions under Section 1 shall be transmitted to the Secretary-Treasurer's Office of the International Union, together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance with the disbursement of regular payroll. Upon receipt, the Secretary-Treasurer's Office of the International Union shall assume full responsibility for the disposition of

all funds deducted.

Section 4: The Union shall indemnify and save the County harmless from any action arising out of or resulting from deductions hereunder and commenced by an employee against the County (or the County and Union Jointly).

## ARTICLE 5

### UNION SECURITY

Section 1: Any employee who, on the effective date of this Agreement, has joined the Union or who joins the Union in the future must, as a condition of employment, remain a member for the duration of this Agreement, with the provision that any such employee may resign from the union during a period of fifteen (15) days prior to the expiration date of this Agreement.

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

## ARTICLE 6

### UNION BUSINESS

Section 1: Representatives of the District or International Union will be allowed reasonable access to County Property after notifying management of their presence on the property.

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

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

ARTICLE 7

HOURS OF WORK/OVERTIME/CALL TIME/LONGEVITY

Section 1:

- A. The standard workweek of the County begins at 8:30 A.M. on Monday and ends at 4:00 P.M. the following Friday, and consists of thirty-five hours (35).
- B. Any changes in the number of hours of work per day, per week or shift shall be subject to Meet and Discuss.
- C. No bargaining unit employee shall be required to work more than sixteen (16) hours consecutive hours, except in a disaster or serious emergency.

Section 2:

- A. An Elected Official reserves the right to determine the necessity for overtime.
- B. Employees required to work overtime in a defined work period shall be paid one and one half-hours (1-1/2) at his/her straight hourly rate of pay.
- C. All compensable hours shall be used in the calculation of overtime except sick leave and holiday time, except when the holiday falls on an employee's regularly scheduled work day. At the time supervision offers or schedules overtime, the effected employee must elect either overtime pay or compensatory time off. Employees may accumulate a maximum of eighty (80) hours, but all compensatory time must be used within the year or will be paid out in the final pay of the fiscal year.

All new part-time bargaining unit employees hired on or after January 1<sup>st</sup>, 2005 shall not be entitled to compensatory time.

- D. Subject to subsection C. above, overtime for full-time employees are hours in excess of forty (40) per week and for part-time employees, hours in excess of eight (8) hours per day. It is further understood that employees scheduled to work thirty-five (35) hours per week will be eligible for compensatory time for hours in excess of seven (7) per day or thirty-five (35) per week at the rate of one and one half (1 1/2).
- E. Employees who work overtime after their regularly scheduled shift into the next calendar day, shall be paid at time and one-half (1 1/2) rate for all hours worked in excess of eight (8) hours, calculated from the start of their regularly scheduled shift.



Section 3:

- A. Employees assigned on call duty shall be compensated \$145 per week. On call duties shall be shared evenly with all employees in the bargaining unit, in the department.
- B. Employees called in or regularly scheduled to work for any reason, will be provided with three (3) hours of work at the appropriate rate. The three (3) hour minimum does not apply if an employee is called in to start a shift early, or is held over, as long as there is no break between the extra hours and the scheduled hours.

Section 4: Longevity. Employees shall be paid longevity as follows:

Completed Years of Service	Bonus Amount (Paid on Anniversary Date of Full-Time Service)
5-9	\$50
10-14	\$100
15-19	\$150
20-24	\$200
25+	\$250 (Cap/No Increases)

ARTICLE 8

SENIORITY PROBATIONARY PERIOD

Section 1: For purpose of this Agreement, seniority shall be defined as the length of continuous service an employee has with the County from his/her last date of hire. Seniority shall accrue during authorized leaves of absence, provided it has not been terminated in accordance with Section 2 of this Article.

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

- A. Voluntary termination of employment, including job abandonment.
- B. Discharge
- C. When recalled after layoff, upon his/her failure to report for work within a period of twenty-four (24) hours after said employee has received notification by certified mail to so return.
- D. Acceptance of other employment while on authorized leave of absence,

including sick leave, unless said other employment is authorized by the Row Official.

E. Failure to return to work at the expiration of an authorized leave.

F. Leaves of absence in excess of two (2) years.

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

Section 4: New employees shall be regarded as probationary employees for one thousand two hundred and sixty (1260) hours probationary period. Upon completion of this period, the seniority of such employees, if retained as employees, shall be effective retroactive to the date of hire. During an employee's probationary period, he/she shall have no seniority rights and shall not be entitled to any benefits, rights or entitlements defined in this Agreement.

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

Section 6: The names of all new bargaining unit eligible employees shall be furnished to the Union within the first thirty (30) days after completion of his/her probationary period.

Section 7: Seniority is not broken by any use of Family and Medical Leave.

## ARTICLE 9

### VACANCIES

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

Section 2: In the event a part-time bargaining unit employee is promoted to a full-time bargaining unit position, he/she shall be entitled to leave benefits on a pro-rated basis.

Section 3: For the purpose of this Article part-time bargaining unit employee's continuous service shall be based on hours worked as a County employee.

## ARTICLE 10

### LAYOFFS

- Section 1: When in the opinion of the County it is necessary to reduce the working force, layoffs shall be made in the inverse order of seniority within classification and department. Part-time employees shall not exercise seniority over full-time employees. No part-time employees shall work while full-time employees are laid off in the same department and classification.
- Section 2: Employees and the Union shall be given a minimum of two weeks advance written notice of a layoff. The county shall meet with the Union prior to the layoff to discuss which employees are to be laid-off.
- Section 3: Employees shall be recalled in reverse order of layoff within classification.

## ARTICLE 11

### PERSONNEL RECORDS

- Section 1: The County shall maintain one (1) confidential personnel file for each employee. In addition, there may be one (1) official pre-employment file which also shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the County.
- Section 2: An employee shall have access only to his/her confidential personnel file, and not the pre-employment file, during regular working hours, provided there shall be no interference with the normal routine of the office. Under no circumstances shall the confidential personnel file be removed from the office by the employee and his/her access to the file will take place in the Commissioners' Office in the presence of the Department Head or Elected Official. When any written warnings or other disciplinary actions that could be harmful to the employee are going to be placed in their file, the employee shall be notified and supplied with a copy of the action.
- Section 3: If the official personnel file is duly subpoenaed in accordance with law, the employee shall be notified at the earliest possible time.

## ARTICLE 12

### GRIEVANCE PROCEDURE

POLICY: It is the policy of the County and Union to encourage a harmonious and cooperative relationship and to resolve employee grievances in accordance with fair and orderly procedures. Every effort should be made by both parties to see that grievances are processed promptly and settled at the first step in the grievance procedure.

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

Section 1: An employee is entitled to select the Union or it's accredited representative to represent him during all steps of the grievance procedure, which follows:

Step 1: If an employee believes their rights under the contract have been violated: Within ten (10) calendar days from when they should have reasonably known, they shall orally issue their complaint to the County Chief Clerk/Director of Human Resources. If this dispute cannot be resolved in a 24-hour period it shall be moved on to Step 2.

Step 2: An employee, either alone or accompanied by the Union representative or the Union where entitled, shall present the grievance to the County Chief Clerk/Director of Human Resources within seven (7) calendar days of the step one decision. The County Chief Clerk/Director of Human Resources shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within seven (7) calendar days of its presentation. The County Chief Clerk/Director of Human Resources shall report his/her decision to the employee in writing.

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

Step 4: Arbitration: If the Union is not satisfied with the disposition of the grievance at the third step, they may appeal to arbitration within ten (10) calendar days after receiving a decision at the third step. A request for arbitration may be initiated by the Union serving upon the County a notice in writing of intent to proceed to arbitration. The notice shall identify the agreement provision in dispute, the issue(s) to be determined and the employee(s) involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator. If an arbitrator cannot be mutually agreed upon, the parties shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903.1 of Act 195, the State Bureau of Mediation shall then submit to the parties names of seven (7) arbitrators. Each party shall alternately strike a name until one (1) name remains. The County shall strike the first name. The person remaining shall be the arbitrator.

- A. The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue(s) presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding with the provision that any decision of the arbitrator(s) requiring legislation will only be effective if such legislation is enacted.
- B. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

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

Section 3: A grievance may be withdrawn by the Union or the aggrieved employee at any time, and the withdrawal of any grievance shall be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

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

Section 5: All grievances that pertain to economic issues shall be processed starting at Step 3 of this procedure. No grievance may be resolved in a manner which would infringe upon an Elected Officials rights as guaranteed in the county Code, 16 P.S. 1620.

## ARTICLE 13

### GENERAL PROVISIONS

Section 1: It is the obligation of each employee to keep the County Elected Official

advised of his/her current address and, for purposes of this Agreement, the County Elected Official may reply to the last address supplied by an employee.

- Section 2: The County Elected Official, upon written request will a Meet and Discuss with union representatives pursuant to Act 195.
- Section 3: An elected official shall not discipline or discharge an employee except for just cause. This provision shall not apply to an elected official elected or appointed after the effective date of the Agreement.
- Section 4: Unless otherwise specifically set forth in this Agreement all terms and provisions shall be effective January 1, 2021.
- Section 5: Health and Safety Committee: The Union may select two (2) bargaining unit member to representatives on the County Health and Safety Committee. The County Health and Safety Committee shall meet no less than quarterly except by mutual agreement of the parties. Notice shall be given to all Committee members by the County.
- Section 6: Use of County Facilities: Union members or representatives shall be permitted to utilize County facilities (other than Jail facilities) to conduct union business upon approval by the Chief Clerk and subject to availability.
- Section 7: Release Time: Upon approval of the Elected Official paid release time shall be granted to a maximum of two bargaining unit employees on duty for scheduled Meet and Discuss sessions. This provision shall not apply to negotiations sessions, which are unpaid.
- Section 8: Travel Time/Reimbursement Expenses: Employees shall be paid travel time and reimbursed expenses in accordance with County Policy.
- Section 9: Testifying: Testifying in court or at hearings for the County will be treated as hours worked.
- Section 10: Training: All training sessions and seminars that bargaining unit employees are required by the Row Official to attend shall be treated as hours worked in accordance with the requirements of the FLSA.
- Section 11: Non-Discrimination: In order to avoid discrimination against an employee or applicant, it is the policy of Elk County to afford equality of treatment to all employees and applicants for recruitment, hiring, and promotion for all job classifications without regard to race, color, religion, national origin, age, sex or physical disability in accordance with applicable law.

The Union agrees to continue to admit all employees, as certified by the Pennsylvania Labor Relations Board, to membership and to represent all

employees without regard to race, color, creed, national origin, age or sex, handicap or the proper exercise by an employee of his rights, guaranteed by the Public Employee Relations Act Number 195.

Section 12: Jury Duty: Employees called for jury duty shall not be regarded absent while attending court. Notification shall be made in advance, when feasible, to the Elected Official. Employees will be excused, with full pay, less any compensation received, for time lost during the regular workweek.

Section 13: Eligible Part-time employee shall be granted personal day(s) in accordance with the following:

A. A part-time employee working four hundred (400) plus hours in any calendar year of this Agreement will be granted one (1) personal day in the following calendar year and one (1) additional day for five hundred (500) more hours (900 total).

Section 14: Smoking in County owned or leased buildings shall be prohibited.

Section 15: Prior Agreements, Practices and Customs: This Agreement supersedes the Collective Bargaining Agreements previously executed by the parties. There shall be no prior practices and customs observed unless said practices and customs are being used on or after January 1, 2021.

Section 16: Military Leave: Employees will get military leave in accordance with the law.

Section 17: Part-time to Full-time Employment: Notwithstanding provisions to the contrary, an employee promoted from part-time to full-time on or after January 2, 2009 shall be credited with part-time service (day-to-day) for seniority, benefit and wage provisions. Said part-time credit shall be limited to an amount not to exceed the equivalent of one year's service.

Section 18: Leave of Absence: After the probation period has been completed, a full-time employee may be granted a leave of absence, other than Family or Medical Leave, Workers' Compensation Leave, Sickness and Accident Leave, or other approved Medical Leave, without pay in case of military obligation, pursuing further education or for other specially approved situations.

#### ARTICLE 14

#### VACATION

Section 1: All full-time employees upon completion of one (1) year of work may earn vacation time.

Section 2: Subject to approval by the Elected Official, vacation time may be taken in increments of hours, days or weeks.

Section 3:

SCHEDULE FOR FULL TIME EMPLOYEES

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

Section 4: Upon termination of employment, all vacation time the employee has earned will be included on the employee's final pay in addition to those days that the employee is working towards which will be prorated according to the number of days worked (see below).

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

Section 5: Vacation pay shall be the employee's regular straight time rate of pay.

Section 6: Elected Officials shall have the discretion to approve and schedule vacation days for his/her departmental employees according to the individual days earned by each employee and subject to the operational requirements of his/her office, but employees shall be granted their vacation some time during the year.

A maximum of ten (10) days of annual paid vacation time may be carried forward for one (1) year only from the anniversary date or be lost.



Vacation will be retroactive to January 1, 2021.

## ARTICLE 15

### SICK LEAVE

- Section 1: Full-time employees will be eligible for twelve (12) paid sick days annually on January 1 for use during an employee illness or because of an illness in the immediate family (mother, father, wife, husband, daughter and son). Any paid sick leave remaining at the end of the year will be held in a sick bank for a period of one (1) year for use only if an employee has exhausted their short-term disability insurance benefits from the County.
- Section 2: Absence from work due to doctor appointments, which cannot be scheduled during non-work hours, will be recorded and treated as sick leave.
- Section 3: No sick leave shall be granted to any employee without an Elected Official authorization unless he/she notifies the designated official one (1) hour before his/her regularly scheduled starting time on each day of absence.
- Section 4: An employee will be required to submit a doctor's certification if an employee is off for three (3) or more consecutive days.
- Section 5: Regular full-time employees using two or fewer sick leave days in a calendar year will be granted one (1) personal day in the following year. This provision replaces the County Accident Free Workplace Policy.

## ARTICLE 16

### DISABILITY INSURANCE/LEAVE

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

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

ARTICLE 17

FAMILY AND MEDICAL LEAVE ACT

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

ARTICLE 18

HOLIDAYS

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

New Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Good Friday	Day before or after Christmas
Primary Election Day	Christmas Day
Memorial Day	Independence Day
Labor Day	General Election Day

Section 2: Any change in holiday observance will be made by the County Commissioners by the first of the year.

Section 3: Full time employees, who work a holiday, will receive holiday pay plus time and a half for actual hours worked on that holiday.

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

Section 5: Easter Sunday will be paid at time and a half for those full-time employees who work that day.

Section 6: Part-time employees who work a holiday will receive time and one- half their regular hourly rate for actual hours worked on that holiday. This section applies only to Sheriff Department employees.

ARTICLE 19

FUNERAL LEAVE

Employees shall be entitled to funeral leave in the same manner and according to the

same procedures as may be provided in the Elk County Policies Manual.

## ARTICLE 20

### PENSION

The County shall continue the Elk County Employees Retirement Plan with all full-time employees and part-time employees that qualify. The parties agree that an early pension plan is a proper subject for a "meet and discuss".

## ARTICLE 21

### MISCELLANEOUS

- Section 1: County shall provide uniforms and badges for all employees required wearing them. Employees required to wear special shoes shall be provided said shoes on an annual basis.
- Section 2: All employees shall be entitled to a thirty (30) minute lunch period. All employees shall also be granted two (2) ten (10) minute breaks. Scheduling of lunch and break time will be at the discretion of the Elected Official.
- Section 3: Required physical examinations shall be provided by the County.

## ARTICLE 22

### SEVERABILITY

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

## ARTICLE 23

### LEGALITY

- Section 1: The parties hereto, specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions. If it shall be determined by proper authority that this Agreement, or any part thereof, is in conflict with said statutes, governmental regulations or judicial decisions, this Agreement shall be

automatically adjusted to comply with said statutes, governmental regulations or judicial decisions.

Section 2: In the event the County sells, leases, transfers or assigns any of its facilities and such action would result in a reduction of the bargaining unit, the County shall notify the Union in writing at least ninety (90) days in advance of the effective date of any such sale, lease, transfer or assignment.

SECTION 24

HEADINGS

Any headings preceding the text of the several articles contained in this Agreement is inserted solely for the convenience of reference and shall not constitute a part of this Agreement nor shall the heading affect the meaning, construction, or effect of the Article.

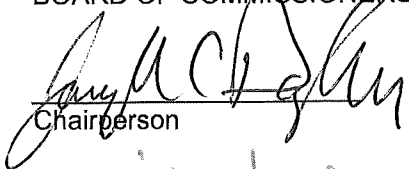
ARTICLE 25

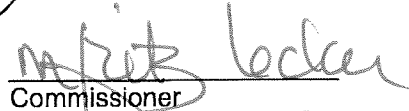
DURATION

Pursuant to the requirements of Act 195 this Agreement should be binding from January 1, 2021 and shall continue in full force and effect up to and including December 31, 2024 and thereafter from year-to-year except that either party may notify the other by certified mail on or before July 1, 2024 of its desire to modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto, through their duly authorized officers or representatives and intending to be legally, bound thereby, have hereunder affixed their hands and seals this \_\_\_ day of \_\_\_\_\_, 2021

ELK COUNTY  
BOARD OF COMMISSIONERS

  
Chairperson

  
Commissioner

  
Commissioner

UNITED MINE WORKERS OF AMERICA

  
International Union Representative

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

APPENDIX "A" WAGES

Section 1: Beginning January 1, 2013 eligible employees shall be paid in accordance with the following schedule upon completion of his/her Probationary Period.

<u>Pay Grade</u>	<u>11/2021 Rate After Probation</u>	<u>01/2022 Rate After Probation</u>	<u>01/2023 Rate After Probation</u>	<u>01/2024 Rate After Probation</u>
2	13.33	13.66	14.00	14.28
3	13.96	14.31	14.67	14.96
4	14.68	15.05	15.43	15.74
5	15.39	15.77	16.16	14.48
6	16.18	16.58	16.99	17.33
7	16.94	17.36	17.79	18.15
8	17.80	18.25	18.71	19.08
9	18.73	19.20	19.68	20.07
10	19.68	20.17	20.67	21.08
11	20.64	21.16	21.69	22.12
12	21.67	22.21	22.77	23.22
13	22.76	23.33	23.91	24.39

Section 2: Each eligible bargaining unit employee who has completed his/her probationary period shall receive the wage increases as set forth below:

January 1, 2021	2.5%
January 1, 2022	2.5%
January 1, 2023	2.5%
January 1, 2024	2.0%

If the County gives non-union employees a higher percentage wage increase in 2024, the bargaining unit members shall get the same percentage increase.

Section 4: Employees promoted and/or reevaluated to a higher Pay Grade shall be compensated in accordance with the following. If the pay grade/level increases one (1) to three (3) pay grades/levels, that employee will be paid the appropriate "hourly rate after probation" for that pay grade/level or

receive a 5% increase on his/her hourly rate, whichever is greater. If the pay grade/level increases four (4) or more pay grades/levels, that employee will receive the appropriate "hourly rate after probation" for that pay grade/level or receive a 10% increase on his/her hourly rate, whichever is greater. If the employee's pay grade/level remains the same then his/her hourly rate will remain the same. No probationary period will be required since the employee has remained in the same position.

In the event an employee is demoted to a lower pay grade/level he/she shall be paid in accordance with the "County Merit Review Guide".

Section 5: In addition to the foregoing, unit employees shall be eligible for merit to the extent merit is available to non-bargaining unit employees. Eligibility will be based on the terms, conditions, and policies as may be set forth by the Board of County Commissioners from time to time.

APPENDIX "B"

HEALTH INSURANCE

Section 1: Medical Insurance: The County will make available medical coverage for all eligible full-time employees. Coverage will become effective the first day of the month following completion of probation.

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

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

If the County receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the County will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the County's written notice to the Union regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the Collective Bargaining Agreement's grievance and arbitration procedure.

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

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

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

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

completion of probation.

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

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

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

Section 6: Subject to meeting established eligibility requirements, an employee approved for Family or Medical Leave, Workers' Compensation Leave, Sickness and Accident Leave, or other approved Medical Leave, or any combination thereof (but not any other specially-approved leave) will continue to be eligible for medical coverage for a period not to exceed 12 months, pursuant to County policy. The employee cost of the medical coverage is determined by contract or has been established by the Board of County Commissioners.

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

a. This provision does not apply to spouses who are self-employed or spouses who would be required to purchase their health care by paying the entire cost of the premium to their Employer's offered plan.

b. Employee's dependents will be eligible to be covered by the County's Plan.

c. If an Employee's spouse loses coverage from their Employer, i.e., termination, layoff, voluntary quit, discontinuation of the plan, etc., the spouse shall be eligible to enroll in the County Plan at any time during the year due to that qualifying event.



HEALTH INSURANCE CO-PREMIUMS AND BENEFIT LEVELS

- The Healthcare Deductibles shall be as follows for the duration of the contract:

Individual	Parent/Child	Husband/Wife	Family
\$500	\$750	\$750	\$850

- The current benefit levels (2012 Levels) will remain the length of the contract subject to the Health Insurance provisions in Appendix B