



County of Lackawanna

Lackawanna County
Government Center
at The Globe
123 Wyoming Ave
Scranton, Pennsylvania
18503

Certified Copy

Resolution: 22-0236

File Number: 22-0236

Accepting an Interest Arbitration Award

BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby accept and ratify the Interest Arbitration Award, between the County of Lackawanna and the Lackawanna County Adult and Juvenile Probation and Domestic Relations Section Employees Association, with a term to commence retroactively January 1, 2022 and expire December 31, 2025.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on September 7, 2022.

COUNTY OF LACKAWANNA

JERRY NOTARIANNI

DEBI DOMENICK, ESQ.

CHRIS CHERMAK

ATTEST:

BRIAN JEFFERS
CHIEF OF STAFF

Approved as to form and legality:

FRANK J. RUGGIERO
COUNTY SOLICITOR

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN RE:

ARBITRATION BETWEEN	:	Decision in Act 195 Interest Matters
LACKAWANNA COUNTY and	:	
LACKAWANNA COUNTY ADULT AND	:	
JUVENILE PROBATION AND	:	
DOMESTIC RELATIONS SECTION	:	Case No. PERA-A-21-46-E
EMPLOYEES ASSOCIATION	:	

BEFORE:

Lisa C. Charles
Impartial Chair

Matthew J. Carmody, Esquire
Arbitrator for Lackawanna County

Stephen J. Holroyd, Esquire
Arbitrator for Lackawanna County
Adult and Juvenile Probation and
Domestic Relations Section Employees Association

FOREWORD

The undersigned arbitrators were duly appointed as the Board of Arbitration pursuant to the provisions of Article VIII of the Act of July 23, 1970, P.L. 563, *as amended*, 43 P.S. §§1101.801-1101.806a ("Act 195"). The hearing in this matter was conducted on November 3, 2021, at 10:00 a.m., at the Lackawanna County Government Center, Scranton, Pennsylvania, where both parties were given a full opportunity to present evidence and cross-examine witnesses.

Following Executive Sessions of the Board of Arbitration, the following Award was adopted by a majority of the Board.

AWARD

1. Term:

The term of the agreement shall be four (4) years commencing January 1, 2022 through December 31, 2025. Unless specified otherwise, all changes are effective January 1, 2022.

2. Wages:

Wages shall be as set forth in Appendix A.

3. **On-Call**

Article 9 shall be amended to provide Weekly On-Call compensation shall be as follows:

	<u>Primary</u>	<u>Secondary</u>
<u>effective date</u>	<u>weekly rate</u>	<u>weekly rate</u>
1/1/2023	\$950	\$625
1/1/2024	\$975	\$650
1/1/2025	\$1000	\$675

4. **Clothing Allowance**

Article 34 shall be amended to provide a clothing allowance of \$450.

5. **Holidays**

Article 16 shall be amended to provide Juneteenth as a holiday.

6. **Longevity**

Article 29 shall be amended to provide that longevity and Officer II payments will be paid in a single payment in the first pay period in January of each year of eligibility on a "pay forward" basis; *i.e.*, if an employee reaches an anniversary date after January 1, longevity based on that date will be paid in the January pay period preceding the anniversary date.

7. **Health Care**

Article 21 shall be amended to provide as follows:

The prescription plan shall continue to be \$5 for generics, \$15 for formulary drugs, and \$25 for specialty/non-preferred drugs during years 2022 and 2023 of the agreement.

Prescriptions shall be \$15 for generic, \$30 for brand name and \$60 for specialty/non-preferred drugs during years 2024 and 2025 of this Agreement.

Mail-in ninety (90) day supply shall be \$20 for generic, \$30 for name brand, and \$120 for specialty/non-preferred drugs.

Emergency Room co-pay shall remain the same in years 2022 and 2023 of this Agreement. Co-pay shall increase to \$50 for years 2024 and 2025 of this Agreement.

All other co-pays shall remain the same for the length of the Agreement.

Beginning January 1, 2025, there will be an \$80 per month employee contribution for single coverage and \$160 per month employee contribution for non-single coverage.

Effective January 1, 2023, all members covered under this Agreement will be required to receive an annual medical examination which includes a biometric screening. Written proof that the annual medical examination and biometric screening was conducted must be furnished to Human Resources by December 1 of each calendar year of this Agreement. Proof in the form of a physician's note is an acceptable document.

No detailed medical information is being requested and will not be accepted.

8. Recognition

Article 1 will be amended to add the following:

The parties recognize that the authority of the County Commissioners as the managerial representative of the County to enter into bargaining agreements with unions under the terms of the Public Employe Relations Act shall be exercised consistent with statutory authority, including, but not limited to, Section 1620 of the County Code, and controlling law.

9. Union Security/Dues Deductions

Article 3 of the Agreement shall be amended by the provision of a new Section 3, stating as follows:

Article 3, Sections 1 and 2 shall be suspended in accordance with the decision of the United States Supreme Court in *Janus v. AFSCME*, with the understanding that if these provisions become viable based on a future Court decision, these provisions shall be reinstated as currently drafted so long as such reinstatement is consistent with the status of the law at that time and if not, the parties shall bargain provisions that are lawful and implement the same with the understanding that in the event the parties fail to agree upon terms, either shall have the right to arbitrate this limited issue.

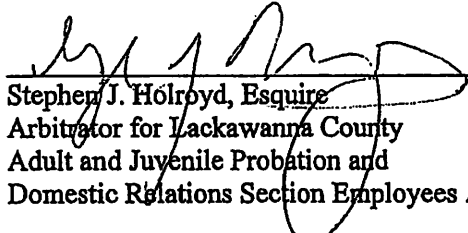
CONCLUSION

All remaining terms and conditions of employment not modified by this Award shall remain "as is." All proposals of the parties not included in this Award or adopted by the parties shall be deemed denied.

It is understood that the signatures of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration panel.



Lisa C. Charles
Neutral Arbitrator



Stephen J. Holroyd, Esquire
Arbitrator for Lackawanna County
Adult and Juvenile Probation and
Domestic Relations Section Employees Association

8/15/22



Matthew J. Carmody, Esquire
Arbitrator for Lackawanna County

APPENDIX A

For employees hired on or after January 1, 1998, wages shall be as follows effective January 1 of each year of the Agreement:

STEP	2022	2023	2024	2025
1	\$38,453	\$39,607	\$40,795	\$42,222
2	\$39,478	\$40,662	\$41,882	\$43,348
3	\$40,503	\$41,718	\$42,970	\$44,473
4	\$41,528	\$42,774	\$44,057	\$45,599
5	\$42,553	\$43,830	\$45,144	\$46,724
6	\$43,578	\$44,885	\$46,232	\$47,850
7	\$44,603	\$45,941	\$47,319	\$48,975
8	\$45,628	\$46,997	\$48,407	\$50,101
9	\$46,653	\$48,053	\$49,494	\$51,226
10	\$47,678	\$49,108	\$50,581	\$52,352
11	\$48,703	\$50,164	\$51,669	\$53,477
12	\$49,728	\$51,220	\$52,756	\$54,603
13	\$50,753	\$52,276	\$53,844	\$55,728
14	\$51,778	\$53,332	\$54,931	\$56,854
15	\$52,803	\$54,387	\$56,019	\$57,979
16	\$54,443	\$56,076	\$57,758	\$59,780
17	\$55,980	\$57,660	\$59,390	\$61,468
18	\$57,518	\$59,244	\$61,021	\$63,156
19	\$59,055	\$60,827	\$62,652	\$64,844
20	\$66,420	\$68,413	\$70,465	\$72,931

For employees hired before January 1, 1998, wage increases shall be as follows:

For every year where said employee's salary as of January 1 exceeds that of Step 20 of the Wage Table, said employee shall receive a \$1,000 bonus payable in the first payroll period in January.

Once an employee's salary as of January 1 is less than that of Step 20 of the Wage Table, said employee shall then be paid pursuant to Step 20 of the table for that year and every year thereafter.



OFFICE OF THE COURT ADMINISTRATOR

45TH JUDICIAL DISTRICT

LACKAWANNA COUNTY COURTHOUSE
200 NORTH WASHINGTON AVENUE
SCRANTON, PENNSYLVANIA 18503

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FRANK P. CASTELLANO, Esq.
Court Administrator

STACEY E. HARRIS, Esq.
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JULIE K. ZALESKI, Esq.
Special Courts Administrator

Matthew J. Carmody, Esq.
Legal Counsel
Lackawanna County
123 Wyoming Avenue
Scranton, PA 18503

August 10, 2022

RE: Proposed Collective Bargaining Agreement and the Court's Objections

Dear Matt,

Lackawanna County Court of Common Pleas President Judge Trish Corbett wishes to inform the County of various objections the Court has regarding the proposed Collective Bargaining Agreement (CBA) as it relates to all departments and employees under the supervision of the President Judge.

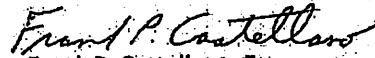
The Court takes issue with certain non-economic contract provisions that infringe upon the Court's rights under the Pennsylvania Constitution and Section 1620 of the County Code. As such, the President Judge asks that this letter be attached to the award to expressly reserve the Court's 1620 Rights, and to memorialize the Court's objections to the contract. The Court's objections are as follows:

- 1) Article 2. This provision should contain a "Reservation of Rights" provision regarding the Court's 1620 Rights.
- 2) Article 5, Section 1. "With the prior approval of the respective department head..." is a sentence that intrudes into the Court's supervision powers. Further, this section also contemplates the existence of grievance procedures which will always intrude into the Court's hire, fire and supervision powers. The President Judge should have the power to approve in the President Judge's "exclusive discretion."
- 3) Article 7, Sections 3 to 5. These sections specifically limit the Court's hire and fire powers. These provisions dictate layoff and personnel decisions to the Court.
- 4) Article 9, Section 2. "The County retains the sole and exclusive right to determine work schedules, the number of shifts required, and the necessity for overtime." This section limits

the Court's ability to manage its employees and the needs of its departments. The Court should retain the sole and exclusive rights to make these decisions.

- 5) Article 14. The Unified Judicial System of Pennsylvania (UJS) Policy on Non-Discrimination and Equal Employment applies to all County paid, Court employees. This policy supersedes any County policy. A reference to the UJS policy should be added here.
- 6) Article 15. We object to this article in its entirety. This article, in section 1, dictates to the Court that it cannot discipline or discharge without "just cause." It then goes on to lay out a stepped progressive discipline policy which an arbitrator will construe as he sees fit; which violates the Court's hire, fire and supervision powers.
- 7) Article 16, Section 4. "No County employee covered by this Agreement shall be required to work on any of the holidays..." This provision restricts the Court's ability to manage and supervise its employees based on the operational needs of its departments; by way of example "on call" or emergency situations which may arise.
- 8) Article 20, Section 6. "The County will, upon request, consider special extensions of sick leave..." The President Judge should have the final say over whether sick leave should be extended for Court employees.
- 9) Article 26, Section 2. Personal leaves of absence for Court employees should be approved by the President Judge and not the County Human Resources department.
- 10) Article 28. We object to this article in its entirety in that it violates the Court's hire, fire and supervision powers.
- 11) Article 33. We object to this article in its entirety. The prevailing policy that should be used regarding the issues of drugs and alcohol as it relates to all Court employees is the UJS Code of Conduct.

Sincerely,


Frank P. Castellano, Esq.
Court Administrator

Cc: Honorable Trish Corbett, President Judge