

COLLECTIVE BARGAINING AGREEMENT

Between

Northampton County

and

Northampton County Corrections Officers

**District Council 88 and Local 2549
American Federation of State, County
and Municipal Employees, AFL-CIO**

January 1, 2006 through December 31, 2009

INDEX

Bereavement Leave - Article 31	43
Check Off - Article 29.....	40
Compulsory and Binding Arbitration - Article 7.....	8
Condition of Employment Acknowledgement - Addendum 3	58
Conditions of Employment - Article 35.....	49
Grievance Procedure and Arbitration - Article 6.....	5
Healthcare Plan - Appendix A.....	53
Holidays - Article 17.....	26
Hospital and Medical Insurance - Article 25.....	36
Joint Committees - Article 11	17
Lateness – Article 12	18
Lay off and Recall - Article 27	38
Leave of Absence - Article 23.....	35
Life and Disability Insurance - Article 21	29
Longevity - Article 32	44
Meals and Lunch Hours - Article 18.....	27
Miscellaneous Provisions - Article 34.....	46
On the Job Injury - Article 26	37
Out of Classification Work - Article 13.....	19
Pay Scales - Appendix B	57
Political Action Committee - Article 33	45
Post Assignments - Article 9	16
Preamble - Article I	1
Prescription Drug Benefit	56
Probationary Period - Article 28.....	39
Purpose and Intent - Article 2	2
Recognition - Article 3.....	2
Rest Periods - Article 14	20
Seniority - Article 15.....	21
Shift Briefing - Article 10	16
Shift Differential - Article 20	29
Shift Switching - Article 37	51
Shop Stewards - Article 5	4
Sick Leave - Article 22	30
Successors - Article 36	50
Term - Article 38	52
Tuition Reimbursement - Article 24.....	35
Uniforms - Article 19	28
Union Security/Dues Deduction - Article 4	3
Vacation - Article 16.....	24
Wages - Article 30.....	41
Work Week and Overtime - Article 8.....	9

ARTICLE 1
PREAMBLE

This Agreement, entered into on this 1st day of January, 2006, by and between the County of Northampton for and on behalf of the Northampton County Prison, hereinafter referred to as the "Employer", and Northampton County Corrections Officers, District Council 88 and Local 2549, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer 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.

The Union recognizes the prerogative of the Employer to operate and manage its affairs in accordance with Act 195 and in all respects in accordance with existing and future laws and regulations of the appropriate authorities, including municipal personnel policies and work rules. The prerogatives or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer, such as but not limited to:

1. Direct Employees.
2. Hire, promote, transfer, assign, and retain Employees.
3. Suspend, demote, discharge, relieve or take other disciplinary action against Employees for just cause.
4. Maintain the efficiency of government operations.
5. Determine the methods, means, job classifications and personnel by which such operations are to be conducted.
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.
7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

ARTICLE 2
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Prison in its capacity as an Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depends upon the Employer's and Employees' success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives.

The parties recognize that both the Employer and the Union are bound by Act 195, which is known as the Public Employees Relations Act.

ARTICLE 3
RECOGNITION

The Employer 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 the Employees in the following bargaining units:

All full-time Corrections Officers excluding Supervisors, first-level Supervisors and confidential Employees as defined in the Act. The parties further agree to adopt a specific schedule setting forth the various positions of Employees who are employed by the Northampton County Prison and agree to designate which of those units and/or job positions are to be included within the certification as set forth by the Pennsylvania Labor Relations Board. All work and services currently provided by bargaining unit members shall continue to be provided by bargaining unit members throughout the term of this agreement.

ARTICLE 4

UNION SECURITY/DUES DEDUCTION

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 maintain his membership in the Union, provided that such Employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

Section 2. The Employer and the Union hereby agree that all nonmembers of the Union shall be subject to a fair share fee as provided for in Act No. 1993-15 (S.B. 399) and any amendments thereto.

Section 3. The Employer agrees to deduct the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made. Except as otherwise provided under the Union Security provisions of this Agreement, the authorization shall be irrevocable during the term of this Agreement. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

Section 4. The Employer further agrees to deduct a fair share fee biweekly from all Employees in the bargaining unit who are not members of the Union. Authorization for nonmembers to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

Section 5. The Union shall indemnify and hold the County harmless against any and all claims, suits, orders or judgements brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 5
SHOP STEWARDS

The Union shall be represented by a reasonable number of Shop Stewards, not to exceed six (6) and shall furnish their names to the Warden.

In the event that the Union designates six (6) Shop Stewards, the Employer agrees to schedule one (1) of the six (6) Shop Stewards per eight-hour (8) shift. In the event that two (2) or more individuals from the list of six (6) Shop Stewards are scheduled to work the same eight-hour (8) shift, the Union agrees to name the individual who is to be considered the Shop Steward for that shift.

In the event that the Union chooses not to name six (6) Shop Stewards, the Employer is not bound to schedule one (1) Shop Steward per shift.

The Stewards and Officers shall be permitted reasonable pay time to investigate and process grievances and conduct other necessary business so long as such activity does not interfere with the performance of necessary duties.

The Employer agrees that the accredited representatives of the Union, whether Local Union Representatives or International Representatives, shall have reasonable access to the premises at any time during working hours, to conduct Union business relating to this Agreement. This does not permit access by non-Employees of the Prison, including Local Union Representatives and International Representatives, to prisoner or confinement areas of the premises. It is specifically agreed that no electioneering will be allowed by Local Union Representatives or International Representatives.

An International Representative needs the Warden's approval before he can conduct business, which is limited to conducting of business during the first shift Monday through Friday, and the business must be related to this Agreement.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1

Any grievance or dispute which an Employee may have concerning the application, meaning or interpretation of this Agreement shall be settled by the procedures set forth herein. It is understood that any matter that is a proper subject for discussion by any committee established under the terms of this Agreement must be discussed by the appropriate committee before it can be entered as a grievance. The grievances shall proceed as follows:

A. STAGES

- STEP 1** The Employee, with or without the Union Steward, shall take up the grievance with the Warden. The grievance must be presented in writing. The Warden has five (5) working days in which to respond in writing to the grievance. Failure to respond, in writing, within five (5) working days of presentation of the grievance automatically moves the grievance to the next step.
- STEP 2** If the grievance has not been settled, it shall be presented in writing by the grieved Employee and/or the Union Steward to the Director of Corrections within five (5) working days after the Warden's response is due. The Director of Corrections shall respond to the Union Steward in writing within five (5) working days. In the event that the Director of Corrections is absent, the grievance can be presented to his or her designated representative.
- STEP 3** If the grievance still remains unadjusted, it shall be presented by the Union and the Union President to the County Executive's designated representative in writing within five (5) working days after the response of the Director of Corrections is due, and a decision must be made by the County Executive's designated representative within thirty (30) calendar days.
- STEP 4** If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the County Executive's designated representative is due,

request arbitration. In the event that arbitration is not requested by the Union within fifteen calendar (15) days from the date that the response of the County Executive's designated representative is due, the grievance is to be considered disposed of.

B. CONDUCT OF PROCEEDINGS

2. FORMS AND DOCUMENTATION: Any grievance must identify that part of the contract alleged to have been violated. All grievances shall be presented on and responded to upon forms to be mutually agreed to by the Union and the Employer, but where necessary, additional documentation may be appended to the forms.

SECTION 2

Any grievance or dispute, which the Prison may have concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

A. STAGES

- STEP 1** The County Executive's designated representative shall take up the grievance with the Shop Steward. The grievance must be presented in writing. The Shop Steward has five (5) working days in which to respond in writing to the grievance. Failure to respond within five (5) working days, in writing, of presentation of the grievance automatically moves the grievance to the next step.
- STEP 2** If the grievance has not been settled, it shall be presented in writing by the County Executive's designated representative to the Union President within five (5) working days after the Shop Steward's response is due. The Union President shall respond to the County Executive's designated representative in writing within five (5) working days. In the event the Union President is absent, the grievance can be presented to another Officer of the Union as designated by the Union President.
- STEP 3** If the grievance still remains unsettled, it shall be presented by the County Executive's designated representative in writing to the Local Union Representative within five (5) working days after the response of the

President of the Union is due. Any decision must be made within thirty (30) days.

STEP 4 If the grievance is still unsettled, the County Executive's designated representative may, within fifteen (15) days after the reply of the Local Union Representative is due, request arbitration. In the event that an appeal is not taken within fifteen (15) days, the grievance is to be considered disposed of.

SECTION 3

The Employer and Union agree that the following procedures shall govern the institution and resolution of any grievance by either party pursuant to this Article.

A. FORMS AND DOCUMENTATION

1. Any grievance must identify that part of the contract alleged to have been violated.
2. All grievances shall be presented on and responded to upon forms to be mutually agreed to by the Union and the Employer, but where necessary, additional documentation may be appended to the forms.

B. TIMING, EXTENSIONS AND WAIVERS

1. A grievance must be instituted within seven (7) days of the Union or Employer having knowledge of it. Failure to institute a grievance within seven (7) days of knowledge of it constitutes a waiver.
2. The time limitations and steps set forth under the terms of the Grievance Procedure may be waived by mutual written agreement of the parties.
3. If there is to be an extension of time for presenting a grievance, taking the grievance to the following step in the process or a response to a grievance, the Union and Employer may agree to a definite extension of time from those established herein. Any request for an extension of time, and the agreement to it, shall be in writing on a form to be mutually agreed to by the Union and the Employer. It is agreed that the Employer or the Union will not unreasonably withhold concurrence to requests for extensions of time where good cause exists for such a request.

C. RIGHT TO BE HEARD

An Employee, the Union or the Employer may request the right to be heard at any stage of the grievance, and such request shall be indicated in writing upon presentation to the official designated to respond to the grievance at that stage.

D. LOCAL AGENCY ACT

THE LOCAL AGENCY ACT MAY BE USED IN LIEU OF THE GRIEVANCE PROCEDURE WHENEVER APPLICABLE, UNLESS WAIVED IN WRITING BY THE AGGRIEVED PARTY. THIS STATEMENT IS APPLICABLE TO SECTIONS 1 AND 2.

ARTICLE 7

COMPULSORY AND BINDING ARBITRATION

The grievance may be submitted to arbitration at the option of the party presenting the grievance. If the grievance is submitted to arbitration, the Union and Employer must agree upon the arbitrator to hear the case. In the event that the Union and the Employer do not agree upon an arbitrator, then it is agreed that three (3) members shall be chosen from a list of seven (7) provided by the American Arbitration Association to hear the grievance. The expense of the arbitrators shall be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring the expense. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator shall neither add to, subtract from nor modify the provisions of this Agreement, nor render any decision that is contrary to the laws and statutes of the Commonwealth of Pennsylvania as they apply to the operation of the Northampton County Prison.

ARTICLE 8
WORK WEEK AND OVERTIME

Section 1

The workweek shall consist of five (5) days in any seven (7) day period, commencing on a Sunday and ending on the following Saturday.

Section 2

A workday is to consist of eight (8) consecutive hours. A workweek is to consist of forty (40) hours. Any time worked in excess of eight (8) hours per twenty-four (24) hour period or forty (40) hours per week is to be compensated at time and a half.

Section 3

Any Employee called to work from home outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at his normal hourly rate and will be released immediately if the individual is not needed to fill the minimum staffing complement for the shift. The Employer will schedule overtime work in the best interests of Northampton County Prison and will attempt to distribute overtime work as equally as possible.

Section 4

The Employer agrees to schedule Employees off every other weekend unless emergency circumstances prevail, which circumstances will be determined solely by the Employer.

Section 5

Overtime shall be distributed as equally as practicable annually among Employees in the same job classification. Employees shall be offered overtime work on a rotating basis according to seniority. Hours offered but refused by an Employee shall be counted toward overtime distribution as though they had been worked. If the Employer misses an Employee when offering overtime according to this Article, such Employee will be offered the next available overtime and no payment need be made for overtime not actually worked.

The following procedures are to be utilized by all supervisory personnel, acting and permanent, and authorized union representatives to distribute overtime. It is the

joint and equal responsibility of the union and Department of Corrections administration to equitably distribute overtime to employees and to enforce the foregoing policy.

Authorization of Overtime and Initiation Procedures

1. Overtime is to be authorized by the shift supervisor, or other members of the administration staff, acting under the authority of the Director of Corrections.

2. The shift supervisor is to confer with an authorized union representative when determining the assignment of overtime, and the authorized union representative shall contact employees.

- a. The union will submit and maintain a roster of authorized representatives to be utilized by the Department of Corrections administration for the purpose of assisting in the determination of overtime assignments.
- b. The roster of authorized union representatives must be updated as necessary.
- c. In the event that no authorized union representative is working at the time the determination that overtime assignments will be required, the shift supervisor authorizing the overtime will contact employees.

3. Contacts will be made for authorized overtime in order of descending seniority, from highest to the least senior employees, until all required assignments are filled, on a rotating basis commencing with the individual with the next highest seniority after the employee filling the last overtime assignment required previously.

4. In the event that employee is called to work in error or has a scheduled overtime cancelled, the employee shall be returned to the call list without penalty and will be called in order for the next available overtime. Thereafter, the rotation will resume with the employee with the next highest seniority after the employee who received the overtime in error.

5. All authorized overtime will be made available to all employees at all times with the exception of the following:

- a. Employees scheduled to work the specific shift for which the overtime is being assigned, including employees ordinarily assigned to the shift but taking holiday leave, vacation, or having sought a voluntary

replacement (switching). The exception is not applicable to employees who have an approved holiday, vacation, or authorized replacement (switching) on the date of the overtime if the overtime assignment is on a shift other than the one for which the holiday, vacation or switch has been approved.

- b. Employees indicating “no overtime” on the overtime roster. An employee’s decision to remove himself from overtime consideration is evidenced by placing an “X” in their designated box on the overtime roster.
- c. Employees on sick or injury leave, on a leave of absence, or workman’s compensation leave who are ineligible for overtime during any time in a day in which they are in such status.
- d. Employees suspended for disciplinary reasons.
- e. Employees who have already refused an overtime assignment after being contacted for the same in which overtime is being sought (i.e., no second contact is required or permitted after an initial refusal during the same shift).
- f. Employees engaged in official duties and cannot be contacted (i.e., transports, hospital duty, etc.).

Contact Consideration and Operation

1. Employees desiring the opportunity to accept or refuse authorized overtime shall provide the Department of Corrections with one contact phone number. A secondary contact number may be give to the Department of Corrections to be utilized in certain situations.

2. Pagers or secondary contact numbers will be utilized but all return calls from these numbers will not interrupt the contacting process. Where multiple contacts were made via pager, the assignment will be given to the first eligible employee returning the call to accept the assigned overtime.

3. If an overtime assignment is accepted as a result of being paged, all interim calls made prior to the acceptance shall be logged and the response indicated on the roster (i.e., a refusal received in the interim will not be obliterated).

Employee Obligations

1. An Employee who accepts an overtime shift is accountable for that shift as if it were his regularly scheduled shift.
2. The sharing of authorized overtime among employees (splitting) is prohibited, unless authorized by the supervisor assigning the overtime and done in accordance with any other considerations regarding the practice established elsewhere in this policy.
3. In the event a personal emergency arises and the employee accepting the overtime is unable to fulfill shift, the employee may be relieved of any responsibility for the shift, only in the event that the supervisor sees fit to do so in his/her sole discretion.
4. In the event an employee accepts voluntary overtime and then obtains a replacement, the employee who originally accepted the overtime will not have that contact obliterated and will forfeit their next two contacts.

Documentation of Acceptance or Refusal of Overtime Assignments

1. All contacts of employees in attempting to assign overtime shall be noted on the overtime roster in the following manner:
 - a. Acceptance of an assignment is to be noted in black ink.
 - b. Rejection of an assignment is to be noted in red ink.
 - c. Any obliteration (use of white out) on the roster shall be noted in the log accompanying the overtime roster and it shall indicate the reason for the obliteration and person making the contact reason.
 - d. Any overtime assignment of less than eight (8) hours shall not be logged on the overtime roster.
 - e. In the event overtime is initially authorized and then determined to be unnecessary, it will be deemed cancelled and all contacts made in an attempt to fill the assignment will not be obliterated. Only the employee who accepted the assignment will have the contact obliterated.

Emergency Considerations

1. The contact provisions may be waived where the union and Department of Corrections' administration agree that an emergency situation exists.
2. An emergency includes, but is not limited to, inclement weather (i.e., flooding, snow storms, ice storms, etc.), as well as other circumstances where unanticipated overtime assignments become necessary prior to the start of a shift.
 - a. If it becomes necessary to mandate employees beyond sixteen (16) hours, it shall be the supervisor's responsibility, with the assistance of the Union, to assure that those officers with the fewest consecutive hours worked preceding and during the emergency are mandated first, regardless of work schedule.
3. A "split" overtime assignment is a full eight (8) hour overtime assignment shared between two employees, where each works four (4) hours. "Splitting" an overtime assignment is permissible where there is a need for an overtime assignment for the immediately oncoming shift, and:
 - a. The calling rotation, including eligible employees who have provided secondary contact numbers, has been exhausted.
 - b. The need for the overtime assignment becomes apparent only in the last hour before the start of the next shift.
4. A "split" shift must be approved by the supervisor, and must be apportioned in the following manner:
 - a. The supervisor must ask for volunteers from the departing shift who are willing to work the initial four (4) hours of the oncoming shift.
 - b. The volunteer with the highest seniority shall be awarded the initial four (4) hours of the overtime shift.
 - c. In the event a volunteer is found initially, the supervisor and the authorized union representative will attempt to fill the remaining four (4) hours of the overtime shift by contacting employees scheduled for the following shift. Since this represents a critical situation, the order in which employees are contacted is at the sole discretion of the supervisor.

- d. If no volunteer is found for one of the two splits, or for either split, the overtime shall be mandated.

Involuntary and Mandated Overtime

1. Involuntary and mandated overtime shall be assigned only when all other overtime assignment procedures have been exhausted or cannot be carried out due to the existence of an emergency.

2. A roster of mandatory overtime (mandation roster) will be separately maintained, in addition to the overtime roster.

- a. The roster will be maintained in the supervisor's office and may be reviewed by any employee in the presence of an authorized union representative.
- b. Female officers may be mandated to posts that only a female gender may fill, given current legal constraints, and male officers may be mandated to male posts that meet the same gender requirements. Other than gender specific posts, any available overtime will be offered to all employees regardless of gender, without discrimination and within the established seniority guidelines set forth in the collective bargaining agreement.
- c. All mandated overtime shall be noted in the mandation roster and shall not be logged in the overtime roster.

3. Involuntary overtime may be assigned in any hourly increment at the Employer's discretion. Involuntary overtime will be treated as mandated overtime only if it equals or exceeds an eight (8) hour shift. Work assigned during involuntary overtime shall be work which, according to the prison administration, could not otherwise have been performed on the preceding shift.

- 4. The seniority rotation for mandated overtime will be as follows:
 - a. The mandation roster will be established in ascending order of seniority, beginning with the eligible employee having the least seniority to the employee having the highest seniority.
 - b. A mandation roster shall be a continuous rotation.

- c. A probationary employee may not be added to the mandation roster until such time as they graduated from the Department of Corrections Training Academy and are eligible for overtime assignment in conjunction with the policies established in the present collective bargaining agreement.
5. The following conditions present exceptions to mandations:
 - a. Employees cannot be mandated to work an overtime assignment on their scheduled day off, except in the case of emergency situations.
 - b. Employees cannot be mandated to work a second mandated overtime assignment if their previous shift was an overtime assignment.
6. The following shall incorporate, amend, and replace a Memorandum of Agreement between the parties signed July 1, 2003 as follows:
 - a. A continuous mandation roster shall be maintained by the union and the employer.
 - b. An officer who switches shifts will be placed on the mandation list with the employee with the least amount of mandations accrued relative to seniority.
 - c. In the event an employee is mandated for overtime while on approved leave of absence (e.g. approved paid benefit leave time, FMLA, Discretionary Leave of Absence, Military Leave of Absence, or Catastrophic Leave) in excess of ten (10) working days, the employee shall be excused from any requirement to make up the missed mandation.

ARTICLE 9
POST ASSIGNMENT

Circumstances may arise which necessitate the movement of posts from time to time, in which case the decision to reassign any given post will be made by the Prison Administration, so long as the post reassignment is not arbitrary and capricious and is based on a performance issue. The Department recognizes that the positions bargained in Article 15, Section 5 of this Agreement are not subject to post reassignment.

ARTICLE 10
SHIFT BRIEFING

Every Employee shall be required to attend a shift briefing commencing twenty (20) minutes before the scheduled start of each shift. The shift briefing is mandatory and lateness for the shift briefing will follow the corrective procedure established in Article 12. Each Employee shall be compensated at their overtime rate of pay for participation in the shift briefing.

ARTICLE 11
JOINT COMMITTEES

A committee comprised of representatives of the Director of Corrections in the event of his or her absence and designated by the Director and three (3) members of the Union shall meet for the purpose of discussing ways to improve working and safety conditions. This committee will screen any possible working condition and safety grievances before either party files a formal grievance under Article 6. If this committee cannot settle the possible grievance, then the matter is to be addressed through the grievance procedures set forth in Article 6. The committee is to be a discussion committee with advisory powers only. The committee can meet on an "as needed" basis.

ARTICLE 12

LATENESS

All Employees are required to report for work at the following times:

First Shift	5:40 AM
Second Shift	1:40 PM
Third Shift	9:40 PM

An Employee who is not present for the shift briefing at the times listed above shall be considered late for work. If the Employee contacts the Shift Supervisor, before the release from shift briefing, and notifies the Supervisor that he/she will be at their assigned post within one hour (7:00 AM for First Shift; 3:00 PM for Second Shift; and 11:00 PM for Third Shift) a replacement will not be mandated. The Employee will not receive pay for the time not worked and will be subject to the discipline listed below.

First Offense	Verbal Warning (recorded)
Second Offense	Written Warning
Third Offense	One (1) day Suspension
Fourth Offense	Three (3) day Suspension
Fifth Offense	Termination

In all cases of discipline, the Employer may request that the Employee participate in the County's Employee Assistance Program.

Perfect attendance for three (3) months relative to the lateness policy during which time a disciplinary action has not been issued for a violation of these policies will result in the cancellation of the last disciplinary action previously issued for this infraction.

The parties' existing MOU regarding "excusable absences" shall be incorporated herein.

ARTICLE 13
OUT OF CLASSIFICATION WORK

Effective January 1, 2006 through December 31, 2007, all Employees who are required to do the work in a higher paid classification shall receive the rate of pay scheduled for that classification on a formula as follows: (1) an Employee filling the position of Supervisor shall receive a premium based upon the difference between the highest paid Corrections Officer base pay and the present pay of a Supervisor; (2) Employees performing the work of administrative assistant shall receive one hundred percent (100%) of the premium during the 6 to 2 shift, fifty percent (50%) of the premium during the 2 to 10 shift and fifty percent (50%) of the premium during the 10 to 6 shift. The premium for administrative assistant's job and that of a Supervisor will be attached to this Agreement as a memorandum of understanding, Addendum1, when their 2006 and 2007 wages have been determined.

Effective January 1, 2008 and thereafter, Out of classification work shall be compensated at the officer's regular hourly rate plus a stipend of two dollars and sixty-five cents (\$2.65) per hour actually worked in that capacity. Examples of out of classification work include, but are not limited to: Front Office.

Any Employee filling any of the above classifications or any other premium established in the future shall receive time and a half in the event that he fills the position for more than eight (8) consecutive hours (time and a half being paid for time in excess of eight (8) hours).

ARTICLE 14
REST PERIODS

All Employees' work schedules shall whenever possible--work situation permitting--provide for ten (10) minute rest period during each one-half ($\frac{1}{2}$) shift. If a scheduled rest period is missed, it may be taken at another time during the day. Employees who for any reason are required to work beyond their regular scheduled shift into the next shift shall receive a fifteen (15) minute rest period, which is in addition to the normal ten (10) minute rest period granted per each one-half ($\frac{1}{2}$) shift, as soon as possible to the start of such next shift. The scheduling of the additional rest period as well as the normal rest period are all dependent upon work situation permitting.

ARTICLE 15

SENIORITY

Seniority means an Employee's length of continuous service with the Employer since his initial date of hire, provided that such employment has been continuous from the initial date of hire to the present.

Section 1 - Seniority Lists

A Seniority list is to be posted by the Employer every six (6) months on a bulletin board. A copy of the seniority list shall be furnished to the Local Union when it is posted.

Section 2 - Promotions

The term "promotion" as used in this provision means the advancement of an Employee to a higher-paying position. The Employer shall fill the opening by promoting the individual who is best qualified for the promotion, as determined by the judgment of the Employer. Where the qualifications of two Employees are equal in all other respects, the most senior Employee applying shall be promoted. The Employer agrees to post, for a period of five (5) days, any vacancies occurring for jobs within the bargaining unit.

Any grievance or dispute arising under this provision shall immediately go to Step B of the Grievance Procedure.

Section 3

Job openings for non-bargaining unit positions within the prison shall be posted in the Prison. Employees may bid for such positions according to the provisions of the Northampton County Charter and the Career Service Regulations.

Section 4-Bidding Rights

It is the intent of the parties that the exercise of Employee bidding rights under this agreement shall be carried out in compliance with Federal and State laws establishing the privacy rights of inmates with regard to supervision by Corrections Officers of the opposite sex.

To this end, it is agreed that the Employer may determine whether or not any particular post or assignment is gender specific (i.e. requiring a Corrections officer of either one gender or the other). The Employer's considerations in making such

determinations shall be limited solely to that of inmate privacy protections under applicable Federal and/or State law.

In the event the Union disagrees with the Employer's determination, the Union may file a grievance in the normal fashion contesting the Employer's designation of any particular post as gender specific.

The Union and Employer recognize that, in general, the determination of the capabilities or limitations of Corrections Officers cannot be based solely upon their gender.

Section 5 - Preferred Positions

(a) If the Clothing Room, Transport, or Back Gate Post becomes vacant, the Employer shall post notice that vacancy exists. Any Employee who desires to do so may submit an application for the posted vacancy. The Employer shall thereafter assign to the vacancy to the most senior Employee who has applied. Such Employee shall serve a probationary period of thirty (30) working days in the position. If, in the judgment of the Employer, the Employee selected does not satisfactorily complete the probationary period, the Employee will be returned to a non-preferred job. In such event, the Employer shall choose from the remaining applicants the next highest in seniority for the vacancy. The Employee so selected shall serve a probationary period as specified above.

(b) If a Front Office Post becomes vacant, the Employer shall post notice that such vacancy exists. Corrections Officers who have, in the twenty-four (24) months preceding the posting, been assigned to temporarily fill-in for a regularly assigned Front Office Post Officer when such Officer has been absent, may submit an application for the posted vacancy. The Employer shall thereafter assign to the vacancy the most senior Officer who has applied whose work while temporarily replacing a regularly assigned Front Office Post Officer has been satisfactory. Such Employee shall serve a probationary period of thirty (30) working days in the position. If, in the judgment of the Employer, the Officer so selected does not satisfactorily complete the probationary period, the Officer will be returned to a non-preferred job. In such event, the Employer, in its sole discretion, may choose among the remaining applicants for the vacancy. The Officer so selected shall serve a probationary period as specified above.

(c) It is agreed that the additional preferred positions may be reviewed by the Employer and the union in the event of staffing increases. In such event, the Employer shall choose the Employee with the highest seniority. Such Employee shall serve a probationary period of thirty (30) working days in the position. If, in the judgment of the Employer, the employee selected does not satisfactorily complete the probationary period, the employee will be returned to a non-preferred job. In such event, the Employer shall choose from the remaining applicants the next highest in seniority for the vacancy. The Employee so selected shall serve a probationary period as specified above.

ARTICLE 16
VACATION

Section 1

Vacation allowance shall be earned, effective on the Employee's anniversary date, based on the following schedule:

After six (6) months service.....five (5) working days

After one (1) year service.....ten (10) working days

After five (5) years service.....fifteen (15) working days

After eight (8) years service.....twenty (20) working days

After fifteen (15) years of service.....twenty-two (22) working days

After eighteen (18) years of service.....twenty-four (24) working days

After twenty (20) years of service.....twenty-five (25) working days

Employees eligible for a retro-active increase in vacation allowance, as above, for the year 2006 and/or 2007 only, shall be paid for the increased vacation allowance in lump sum at straight time rate within four (4) weeks of the signing of this agreement.

All vacations must be taken during the twelve month period commencing on the Employee's anniversary date. In the event action by the Employer prevents an Employee from scheduling and taking his vacation allotment as required, it may be carried over to the next anniversary year or compensated at the Employee's regular hourly rate of pay. The determination to permit carrying over vacation, or granting the cash equivalent in the alternative, is solely the prerogative of management.

Section 2

Employees shall be granted vacation time preference according to seniority. A senior man shall be given preference to take his first two (2) weeks of vacation. The preference is to be limited to the first two (2) weeks only. All vacations are to be scheduled in the beginning of the calendar year. Any change is subject to approval by the Director of Corrections. The Employer reserves the right to limit the number of Employees who may be on vacation at any one time.

Section 3

If a holiday occurs during the calendar week in which a vacation is taken by an Employee, the Employee's vacation period shall be extended one (1) additional work

day, with the approval of the Warden. If permission is not granted to extend the vacation, then the holiday can be taken at another time during the year.

Section 4

Any Employee who is separated from the service of the Employer for a reason prior to taking his vacation shall be compensated in cash for the unused vacation time he has accumulated at the time of separation.

**ARTICLE 17
HOLIDAYS**

The number of paid holidays for the term of this contract shall be fifteen (15), which are as follows:

- | | |
|----------------------|------------------------------------|
| (1) New Year's Day | (8) Veterans' Day |
| (2) President's Day | (9) Thanksgiving Day |
| (3) Good Friday | (10) Christmas Day |
| (4) Memorial Day | (11) Employee's Birthday |
| (5) Independence Day | (12) Flag Day |
| (6) Labor Day | (13) Easter |
| (7) Columbus Day | (14) General Election Day |
| | (15) Martin Luther King's Birthday |

In the event that an Employee's birthday falls on one of the other designated holidays, that Employee is to take that holiday designated as "Employee's Birthday" on another day during the calendar year.

In the event that an Employee is scheduled to work on a holiday he will receive one and one-half (1½) times his normal pay as compensation for working that day, provided he is scheduled off the day before and after a holiday, or is in a compensable status the day before or after a holiday, or any combination of these two (2) conditions.

Any employee who is assigned to work mandatory overtime on the following specified holidays, namely New Year's Day, Easter, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day will be compensated at a rate two and one-half times (2 ½) his regular rate of pay. Any employee who volunteers to work on the actual premium holidays listed as follows shall be compensated at the rate of double time for hours worked: New Year's Day, Easter, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

In the event an Employee works a holiday, he can schedule a holiday at another time during the calendar year, or at the Employee's option receive a day's pay in lieu thereof.

ARTICLE 18

MEALS AND LUNCH HOURS

The Employer shall provide a lunch for each Employee at no cost to the Employee. The Employer shall also insure that each Employee is granted one-half (½) hour to eat his lunch. The kitchen equipment is not to be used without the chef or his assistant being present, unless permission is granted by the Supervisor on duty. It is understood that "leftover" food from the dinner meal and the salad bar shall be available for night shift employees.

In case of emergency as determined by the Employer, an Employee's lunch period may be interrupted in order to perform a duty. After the duty is completed, the Employee may finish the lunch period.

ARTICLE 19
UNIFORMS

Section 1

The Employer shall designate the items of clothing and equipment which comprise the official uniform required to be worn by Employees, and provide for each Employee, at the beginning of his employment, two (2) uniforms as heretofore.

Section 2

1. The Employer shall provide each Employee with two (2) new uniforms on an annual basis. The Employees shall be responsible for uniform maintenance costs.

2. The Employer will pay each Employee Three Hundred and Fifty Dollars (\$350.00) per year toward the cost of such maintenance.

3. The uniform maintenance allowance provided for above shall be paid to the Employees at the last payroll before Christmas each year.

4. Upon the retirement, resignation or termination of employment, the Employee shall return all assigned equipment to the Department of Corrections. All assigned equipment is the property of the Department of Corrections.

ARTICLE 20
SHIFT DIFFERENTIAL

A shift differential of fifty (\$.50) per hour shall be paid to all Corrections Officers for all hours worked on shifts during which fifty-one percent (51%) of the total time worked is worked either after 2:00 P.M. or before 6:00 A.M. Work schedules now in effect shall not be changed solely to avoid the payment of shift differential.

ARTICLE 21
LIFE AND DISABILITY INSURANCE

Section 1 Life Insurance

The Employer shall provide a life insurance policy for each Employee in the amount of Twenty Thousand Dollars (\$20,000.00). The Employee shall be given the option to pick up or convert the policy if he leaves the service of the Employer for any reason. A life insurance policy will take effect after the thirtieth (30) day of employment. Double indemnity protection will be provided for each Employee during on-duty hours only.

Section 2 Disability Insurance

The Employer agrees to make available long-term disability policies to Employees who choose to participate in such programs which will provide a benefit to the employee after six (6) months disability equivalent to sixty-six (66%) percent of the employees regular salary throughout the benefit period. All costs of the disability insurance program will be borne by the Employee; however, the Employer agrees to maintain a payroll deduction program for premium payment and provide any administrative services that may be called for to enroll the employee and verify any information that may be necessary for the provider to process claims.

ARTICLE 22
SICK LEAVE

Section 1

Sick leave benefits are provided to all full-time Employees in order to provide some form of income in the event they become ill and cannot work.

Section 2

A. Sick Leave Benefits

Full-time Employees are entitled to paid sick leave at their regular hourly rate of pay, less normal deductions, for up to fifteen (15) working days per calendar year, earning one and one-quarter ($1\frac{1}{4}$) day for each month of active service. Unused sick leave may be accumulated from year to year.

B. Commencement of Benefits

1. Benefits start on the first day of illness. Employees absent on sick leave for a period of three (3) days or longer must obtain a doctor's excuse before returning to work.

2. Time off for care of an ill or injured immediate family member does not qualify as sick leave.

C. Holidays

1. If a holiday should occur while an Employee is absent on sick leave, the Employee shall receive holiday pay for that day and not sick leave pay. The Employee is not entitled to an additional day off or day's pay on return to work. However, a holiday occurring during an absence on sick leave will not be considered an interruption of an Employee's absence in administering sick leave benefits. If an employee becomes ill prior to his scheduled holiday, upon notice to the Employer, the Employee may request that his holiday be rescheduled.

D. Vacations

1. If an Employee becomes ill during a vacation, the vacation cannot be rescheduled. The Employee's vacation days will be charged as vacation days and not as sick leave days. If the employee becomes ill prior to the commencement of a scheduled vacation, upon notice to the Employer, the Employee may request that his vacation be cancelled.

2. An Employee may, at the Employee's option, apply up to five (5) vacation days each year toward the Employee's sick leave accumulation.

E. Reporting of Illness.

1. When an Employee becomes ill, it is the Employee's responsibility to notify the Supervisor of his/her illness at least one (1) hour prior to the start of their shift.

2. If an Employee is ill for more than one (1) day, it is the Employee's responsibility to contact the Supervisor and keep him advised to the situation throughout the period he or she is on sick leave. An Employee may not report off for more than one day at a time unless a medical slip designates the expected length of the illness.

3. An occurrence is any absence from its beginning through its end, whether it is an individual day or any number of consecutive days. Approved FMLA leave is not counted as an occurrence.

4. If an Employee reports being ill on the day immediately preceding or immediately after the conclusion of a vacation, holiday or weekend during which he was not scheduled to work, the Employer may request documentation regarding the nature of that illness from a physician.

5. Employees may incur five (5) separate occurrences per calendar year before there is reasonable cause to suspect abuse. Beginning with the sixth occurrence, each Employee will be contacted at home during their regularly scheduled shift and shall be required to provide documentation as to the nature of the illness upon return to work.

6. In the event there is reasonable cause to suspect abuse of sick leave benefits by an Employee, the Employer reserves the right to contact the employee at his residence during his regularly scheduled shift to verify his status and/or to require the employee to provide medical documentation verifying the reason for the sick leave. Any employee who may find it necessary to leave his residence for the purpose of obtaining medical treatment shall inform his supervisor by telephone about the time and expected duration of his absence from his residence for that purpose.

7. The sixth sick occurrence will initiate the following progressive discipline:

Sixth (6) occurrence	Verbal Warning (recorded)
Seventh (7) occurrence	Written Warning
Eighth (8) occurrence	One (1) day suspension

Ninth (9) occurrence	Three (3) day suspension
Tenth (10) occurrence	Termination

8. Employees who report off sick on their scheduled weekend to work must bring medical documentation to return to work in order to receive paid sick leave for the day. Failure to provide documentation will result in the following progressive discipline:

First Offense	Three (3) day suspension
Second Offense	Five (5) day suspension
Third Offense	Termination

9. If an Employee has been sick for three or more consecutive days he/she may not return to work without medical clearance from a licensed physician or the County EAP provider.

10. A \$500 bonus will be paid to any Employee who does not use any sick days for the period from January 1 through June 30 and/or for the period from July 1 through December 31.

Section 3

A. Exhaustion of Sick Leave.

1. When an Employee is on sick leave and has exhausted all accumulated paid sick leave, the Employee may request either an unpaid leave of absence or county catastrophic leave, whichever is appropriate.

2. The Employee shall have the responsibility of making arrangements with the appropriate departments and agencies to continue benefits at the Employee's cost, for example but not limited to, continued participation in the pension plan, continued coverage medical insurance plans, and continued protection under the life insurance program.

3. Any Employee who has exhausted all accumulated sick leave yet continues to request such leave may be terminated if Family Medical Leave or an unpaid leave of absence is not applicable.

B. Unused Sick Leave.

1. In the event an Employee has not used any sick days during the full year, the Employee shall be granted four (4) personal days off with pay in the following year.

These personal days may be used on the weekend the employee is scheduled to work.

2. In the event an Employee has not used more than one (1) sick day during the full year, the Employee shall be granted two (2) personal days off with pay the following year. These personal days may be used on the weekend the employee is scheduled to work.

3. The use of personal days received as a result of the sick leave policy shall be subject to the following conditions: Use of personal days requires at least three (3) days advance notice for weekends and at least one (1) hour advance notice for weekdays.

a. All personal days must be used in the year they are awarded or they will be forfeited.

b. Personal days may not be used on any of the Department's fifteen (15) posted holidays.

C. Termination Benefit.

Upon retirement or voluntary resignation and excepting discharge for cause, an employee shall receive compensation for unused sick leave as follows:

0 to 100 days – 35%)	Unused accumulation of
101 to 300 days – 50%)	sick leave
301 plus days – 65%)	

Section 4

A. Light Duty

1. The Employer and Union agree that in the event that a policy in regard to light duty is formulated with the concurrence of the Safety Committee during the duration of this agreement, the Employer may request that an employee on sick leave return to work under "light duty." Further, any employee on sick leave may request to be returned to work under "light duty" status.

2. A return to light duty shall require a certification of a physician delineating the nature of tasks an Employee may be requested to perform while in that status, with the concurrence of the Employer.

3. Employees working in light duty status shall not be included in the determination of the minimum staffing requirements for the facilities at the Prison.

4. An Employee working in light duty status shall not displace another Employee from a preferred position designated to be filled by seniority or other criteria under Article 15.

5. An Employee shall not be eligible for light duty status in excess of eight (8) weeks in any twelve (12) month period.

ARTICLE 23
LEAVE OF ABSENCE

The Employer agrees to apply the leave of absence policies contained in the County's Career Service Regulations and/or the Personnel Policies & Procedures Manual to Correction Officers, with the County Executive being designated as the County Representative to administer such policies.

ARTICLE 24
TUITION REIMBURSEMENT

The Employer agrees to apply the Tuition Reimbursement policies contained in the County's Career Service Regulations with the County Executive being designated as the County Representative to administer such policies.

**ARTICLE 25
HOSPITAL AND MEDICAL INSURANCE**

Section 1.

The County shall provide to each full time Employee the medical and prescription benefits set forth in the summary of benefit schedule attached hereto as Appendix A. The benefits shall be provided by the County subject to the restrictions and limitations set forth in Appendix A, including, but not limited to the employee deductible amounts, the out-of-network and in-network insurance percentages and the pre-certification process.

Section 2.

Effective January 1, 2007, employees will contribute to the cost of the medical and prescription benefits based upon a percentage of their base salary as set forth in Appendix A as follows:

Coverage	2006	2007	2008	2009
Individual	no change	1%	1.5%	2%
Individual plus 1	no change	1.5%	2%	2.5%
Family	no change	2%	2.5%	3%

Section 3.

Should the Employer choose to change providers, plan administrators or coverage, the County agrees to inform the Union and negotiate any potential effects upon coverage arising out of such a change with the Union. Any proposal submitted will provide at least equal coverage or coverage superior to that provided at present.

Section 4.

In the event the current insurance plans or any changes in those plans generate savings that reduce the financial charges to such employees for those benefits, the Employees working under this Agreement shall be eligible for the identical reduction in charges.

Section 5.

Dental Benefits shall be afforded to Corrections Officers in accordance with County policy. Vision Plan benefits shall be provided to Corrections Officers by the union.

ARTICLE 26
ON THE JOB INJURY

1. An Employee who sustains a work-related injury, as a result of which he is disabled, shall be paid the difference between the monies to which he may be entitled under Workmen's Compensation, Social Security or other applicable disability benefits and his full salary for a period of one (1) year or for the duration of his disability, whichever is the lesser.

2. The Employer agrees to allow Employee to retain his seniority for a period of two (2) years from the date of injury, with no pay being made during the second (2) year of disability from the Employer.

3. The Union agrees that in the event the Employee is able to return to his regular employment within a period of two (2) years from the date of his work-related injury that Employer has the right to lay off the junior Employee holding the Corrections Officer position in order to provide a position for the returning injured Employee.

4. When an Employee is involved in an automobile accident involving a County vehicle, the medical referral process shall include a drug test.

ARTICLE 27
LAY-OFF AND RECALL

Section 1.

1. In the event that the Employer finds it necessary to lay off Employees for any reason, the Employees shall be laid off according to the needs of the Employer.

2. In the event that the Employer finds it necessary to lay off Employees, seniority shall be the sole determining factor in such lay-offs.

Section 2.

1. Following a lay-off Employee shall retain recall rights for a period of twenty-four (24) months.

2. In the event of a recall, Employees shall be recalled in the inverse order of lay-off.

ARTICLE 28 PROBATIONARY PERIOD

Section 1

Each new Employee at the time of hiring shall be required to endorse a written set of conditions of employment set forth in Addendum 3, and adhere to those conditions during their employment at the Prison.

Section 2

Each new employee will be required to serve a probationary period of one (1) year, with benefits accruing to Employees and obligations to the Employer as follows:

1. Forty-five to Sixty (45-60) Days: Upon graduation from the Northampton County Department of Corrections Training Academy, an employee shall not be eligible to assume a post or work overtime assignments for a period of ten (10) working days.

2. One Hundred Twenty (120) Days: Where a new employee has been in compensable status for one hundred twenty (120) days, the employee is eligible for use of sick leave accrued, holiday benefits, and funeral leave, in addition to any other benefit that commences upon hiring under the terms of this agreement.

3. One Hundred Twenty (120) to One Hundred Fifty (150) Days:
Where a new employee has been in compensable status for one hundred twenty (120) days to one hundred fifty (150) days, the employee will be evaluated by the union, with a recommendation to the Employer in regard to any potential issues related to training or supervision.

4. One Hundred Eighty (180) Days: Where a new employee has been in compensable status for one hundred eighty (180) days, the employee is eligible for union representation, and the right to utilize the grievance procedure on disciplinary matters and working conditions through Step 3. Probationary employees are ineligible to seek arbitration under this agreement.

ARTICLE 29
CHECK OFF

The Employer will deduct Union membership dues each month from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement and a list bearing thereon the names of the Employees for whom the deductions were made to the Treasurer of the Local for Northampton County Prison Guards, American Federation of State, County and Municipal Employees, AFL-CIO. This authorization shall be irrevocable during the term of this Agreement.

The Union hereby certifies that its present amount of membership dues is established. In the event the amount of dues is changed, such change shall be provided in writing to the Employer thirty (30) days prior to any change in dues deduction.

The Union further agrees to provide a written statement to the Employer upon the signing of this Agreement setting forth the dues to be deducted.

The Union and the Employer agree that in the event that Northampton County is unable to deduct the dues from the Employee's paychecks, then this Article is to be null and void. Both parties recognize that the checks of Employer are handled through the Northampton County Department of Fiscal Affairs, Payroll Division.

ARTICLE 30 WAGES

Section 1—Salary Schedule

The wage schedule in effect for the term of this Agreement is attached hereto at Appendix B and reflects the wage increases described in Sections 2 through 5 below. The steps that were listed on the 2005 wage scale as S through I have been changed to Steps 1 through 10 respectively. Initial step placement of employees on this schedule shall be on the step corresponding to the step on which they are currently. For example, an employee on Step S on the 2005 wage schedule will be placed on Step 1 of the new wage schedule, an employee on Step A will be placed on Step 2, an employee on Step B will be placed on Step 3 and so forth, to Step I which will be Step 10. A new Step 11 will be added in 2008. New employees hired after the issuance of the arbitration award on October 22, 2007, will be placed on Step 1.

Section 2 - 2006 Wage Increase

Effective January 1, 2006, all employees will receive a four percent (4%) increase on the salary schedule. Employees will not move a step on the salary schedule.

Section 3 – 2007 Wage Increase

Effective January 1, 2007, all employees will receive a two and one-half percent (2.5%) increase to the salary schedule. In addition, each employee who is not already at the maximum step as of January 1, 2007 shall receive a one (1) step increase on his or her 2007 anniversary date.

Section 4 – 2008 Wage Increase

Effective January 1, 2008, all employees will receive a two and three quarters percent (2.75%) increase to the salary schedule. An additional Step 11 will be added to the salary schedule representing a two and one-half percent (2.5%) increase over Step 10. In addition, each employee who is not already at the maximum step as of January 1, 2008 shall receive a one (1) step increase on his or her 2008 anniversary date.

Section 5 – 2009 Wage Increase

Effective January 1, 2009, all employees will receive a two and three-quarters percent (2.75%) increase to the salary schedule. The value of Step 11 will be increased

by an additional two and one-half percent (2.5%) increase over Step 10. In addition, each employee who is not already at the maximum step as of January 1, 2009 shall receive a one (1) step increase on his or her 2009 anniversary date.

ARTICLE 31
BEREAVEMENT LEAVE

Employees may use five (5) working days bereavement leave for the death of a spouse, parent, child, brother or sister, which leave is to start on the date of death. Employees may use three (3) working days bereavement leave for the death of a grandchild, son-in-law, daughter-in-law or parent-in-law, or any member of their immediate household as defined by the Internal Revenue Code. Employees may use one (1) working day bereavement leave for the death of a grandparent, grandparent-in-law, brother-in-law, sister-in-law or any relative at the discretion of the Warden.

In the event that any of the above-mentioned relatives of Employees live more than one hundred (100) miles away from Northampton County Prison, then, upon that relative's death, Employer has the right to extend the bereavement leave by an additional day, provided the Employee attends the funeral.

A one (1) day bereavement leave given by the Employer for any other relative deemed to be appropriate on a case by case basis can be done by the Warden without the granting being established as a past practice.

ARTICLE 32
LONGEVITY

After completion of ten (10) to fourteen (14) years of continuous service, the Employer agrees to pay Employee an additional Seven Hundred Dollars (\$700.00) per year on each anniversary date, in a separate check. Upon completion of fifteen (15) to twenty-four (24) years of continuous service, Employer agrees to pay Employee an additional One Thousand Four Hundred and Fifty Dollars (\$1,450.00) on each anniversary date, in a separate check. After completion of twenty five (25) continuous years of service and in each year of employment thereafter, the Employer agrees to pay Employee an additional One Thousand Six Hundred Dollars (\$1,600.00) on each anniversary date, in a separate check.

ARTICLE 33
POLITICAL ACTION COMMITTEE

The Employer agrees to deduct from the paychecks of Employees covered by this Agreement voluntary contributions to the Union Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective Employees which shall specify the amount and frequency. If an Employee desires to revoke this authorization he shall do so by written notification to the County and District Council 88.

ARTICLE 34
MISCELLANEOUS PROVISIONS

Section 1

The Employer shall provide adequate locker, bathroom, shower and eating facilities.

Section 2

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place to be used by the Union.

Section 3

Seniority shall be considered as one of the factors in all assignments of jobs and in all assignments of shifts.

Section 4

Training Program - The Employer shall enter into an adequate training program for all Corrections Officers, and participation in and successful completion of the Department of Corrections training program are to be requirements for continuation of the employment of each Employee. This training program shall include the union's own training time, a maximum of four (4) hours for entire Academy training program.

Section 5

Work Rules - The parties agree to discuss work rules through the committees, with the goal being the establishment of written work rules.

Section 6

Employee benefits, working conditions and other conditions of employment now existing and not in conflict with this Agreement shall remain in effect; subject, however, to the right of the Employer to change said benefits, working conditions, or conditions of employment in the exercise of its management rights. A copy of the written Conditions of Employment required to be endorsed by all Employees is attached hereto as Addendum 3 and incorporated herein by reference.

Section 7

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 provision herein is found to be invalid and unenforceable by a

Court or other authority having jurisdiction then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

Section 8

Pledge against Discrimination and Coercion - The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or Union Membership or non-membership.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

The Employer agrees not to interfere with the rights of Employees to become or not to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any Employee because of Union membership or lack thereof or because of any proper Employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination interference, restraint or coercion.

Section 9

It is agreed that there will be no discharge or discipline of any Employee who has completed his probationary period without just cause.

Section 10

In the event that an Employee is unable to resume his employment as a result of sickness and/or injury, he will receive compensation for any vacation time or holidays earned by him prior to the commencement of the sickness and/or injury provided that he has not taken the vacation time or holidays earned. There is to be no accumulation or earning of vacation and/or holidays during absence from work as a result of sickness.

Section 11

Employer agrees to post a work schedule. Employer further agrees to post a work schedule that will reflect an advance scheduling for a minimum of fourteen (14) days at all times.

Section 12

The Employer shall take appropriate action, including the provision of training and information annually, to prevent the spread of communicable disease among Prison Employees and inmates consistent with the privacy rights of the individuals having such disease. Pursuant to this obligation, immunizations for all new hires and current Employees, as well as updates as needed, will be provided for Tuberculosis, Influenza, Hepatitis and Tetanus, and accurate immunization records will be maintained by the Employer.

Section 13

The Employer agrees to comply with all applicable Federal and State laws and regulations in the operation of the facility.

Section 14

The Employer agrees to discipline Employees in such a manner so as not to embarrass the Employee before the public or other Employees. The Union and Employer agree that non-bargaining unit personnel employed by the Employer and members of the bargaining unit shall treat each other with mutual dignity and respect at all times.

ARTICLE 35
CONDITIONS OF EMPLOYMENT

Upon initial employment with the Department of Corrections each Employee shall agree to the following conditions of continued employment:

Section 1

Training Academy – Each new Employee shall be required to complete the Northampton County Department of Corrections Training Academy according to the standards established by the Administration. Those Employees who fail to meet the minimum standards shall be discharged from service.

Section 2

Law Enforcement Employment – Any current or future employee who does not hold a law enforcement position in Northampton County prior to the signing of this collective bargaining agreement may not hold such a position in the County during the term of their employment with the Department of Corrections.

Section 3

Drug Testing – Any employee candidate must submit to, and pass, a drug test, at a facility designated by the Department of Corrections, prior to the start of their employment. Employees who test positive for a drug not authorized by a physician will be refused employment with Employer.

ARTICLE 36
SUCCESSORS

This Agreement shall be binding upon the parties hereof, and the heirs, executors, administrators, successors and assigns of each.

ARTICLE 37
SHIFT SWITCHING

Employees shall be permitted to adjust their regular work schedule either by way of a self switch or a two party switch. "Self Switch" is defined as a switch of a scheduled work day with a scheduled day off within the employee's own schedule during the same pay week. "Two Party Switch" is defined as a switch of one employee's scheduled work day with that of another employee's scheduled day off, each employee replacing the other on the work schedule.

All switch requests shall be submitted in writing at least seventy-two (72) hours in advance and are subject to approval at the sole discretion of the Employer.

Requests for self switches will be denied if: the switch requested is to a weekday shift from a weekend shift or vice versa; the switch requested would result in additional overtime; the switch requested is for a switch to a shift other than the one originally scheduled (for example: first shift to second shift).

Employees shall be permitted no more than ten (10) two party switches in any calendar year (pro rata for the remainder of 2007) and there shall be no carry over in the number of unused two party switch entitlements.

Employees involved in a two party switch shall be entitled to overtime only if the switch results in hours in excess of eight (8) in a day or forty (40) in a week, provided, however, that in no event shall an employee be compensated more than time and one-half for hours worked on a switched shift.

If a self switch during the week (Monday through Friday) does not result in overtime, the employee is not required to use accrued leave. If a self-switch during the week (Monday through Friday) will result in overtime, the switch will be denied.

The above conditions and restrictions will be waived if there arises an unavoidable need to conduct union business. For purposes of this article only, union business shall be defined as grievance processing, proceedings of the PA Labor Relations Board, contract negotiations/interest arbitration or participation in a civil proceeding directly related to the administration of this Agreement.

ARTICLE 38

TERM

This Agreement shall be effective as of the date it is fully executed by the parties and shall continue in full force through December 31, 2009.

COUNTY OF NORTHAMPTON FOR AND BEHALF OF:

NORTHAMPTON COUNTY CORRECTIONS OFFICERS

DISTRICT COUNTY 88 AND LOCAL 2549

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

ATTEST:

Justus James
AFSCME Staff Representative

John Stoffa
County Executive

Al Crivellaro
Local President

John Conklin
Director of Administration

Nathan Stahlnecker
Executive Committee

Connie J. Sutton-Falk
Director of Human Resources

Joseph Kospiah
Executive Committee

Todd Buskirk
Director of Corrections

Lewis Donatelli
Executive Committee

DATE SIGNED: 1 - 30 - 08 Signatures on file in Human Resources; adopted by
County Council February 7, 2008.

Appendix A

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS	
MAXIMUM LIFETIME BENEFIT AMOUNT	Unlimited for in-network; \$2,000,000 for out of network per Covered Person		
EMPLOYEE CONTRIBUTIONS	Individual	Individual + 1	Family
	1/1/06-No Change 1/1/07-1.0% of salary (applied retroactively) 1/1/08-1.5% of salary 1/1/09-2.0% of salary	1/1/06-No Change 1/1/07-1.5% of salary (applied retroactively) 1/1/08-2.0% of salary 1/1/09-2.5% of salary	1/1/06-No Change 1/1/07-2.0% of salary (applied retroactively) 1/1/08-2.5% of salary 1/1/09-3.0% of salary
Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.			
DEDUCTIBLE, PER CALENDAR YEAR	Deductible not applicable when co-payment required	Deductible not applicable when co-payment required	
Per Covered Person	\$250	\$500	
Per Family Unit	\$500	\$1000	
The Calendar Year deductible is waived for the following Covered Charges: - Ambulance Service, Spinal Manipulation/Chiropractic, Preventative Care			
COPAYMENTS – Co-payments not included in yearly deductible			
Air Ambulance	\$100 co-pay per trip	\$100 co-pay per trip	
Office Visits	\$15	\$15	
Emergency Room	\$50 (waived if admitted)	\$50 (waived if admitted)	
Hospital Confinement	\$150 co-pay (regardless of total days confined)	\$150 co-pay (regardless of total days confined)	
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR			
Per Covered Person	\$0	\$4000	
Per Family Unit	\$0	\$8000	
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.			
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%. Deductible(s) Outpatient substance abuse treatment charges Inpatient substance abuse charges			

COVERED SERVICES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Hospital Services		
Room and Board	100%, after co-payment at the semiprivate room rate	80%, after co-payment at the semiprivate room rate
Intensive Care Unit	100%, after co-payment or deductible, at the Hospital's ICU Charge	80%, after co-payment or deductible, at the Hospital's ICU Charge
Skilled Nursing Facility	100%, after co-payment or deductible, at the semiprivate room rate	80%, after co-payment or deductible, at the semiprivate room rate
Emergency Room	100% after co-payment	80% after co-payment

Physician Services		
Inpatient visits	100% after deductible	80% after deductible
Office visits	100% after co-payment	80% after co-payment
Surgery	100% after deductible	80% after deductible
Allergy Testing	100% after deductible	80% after deductible
Allergy serum and injections	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Outpatient Private Duty Nursing	100% after deductible 240 hours Calendar Year maximum	80% after deductible 240 hours Calendar Year maximum
Hospice Care	100% after deductible \$7500 outpatient Lifetime maximum	80% after deductible \$7500 outpatient Lifetime maximum
Air Ambulance Service	100% after co-payment	100% after co-payment
Ground Ambulance Service	County pays up to \$400 per trip, Employee responsible for any charges above \$400	County pays up to \$400 per trip, Employee responsible for any charges above \$400
Diagnostic Testing	100% after deductible	80% after deductible
Occupational Therapy	100% after deductible	80% after deductible
Speech Therapy	100% after deductible	80% after deductible
Physical Therapy	100% after deductible	80% after deductible
Durable Medical Equipment	100%	80%
Prosthetics	100% after deductible	80% after deductible
Orthotics	100% after deductible	80% after deductible
Smoking Cessation (Smoking deterrent drugs covered as medical expense)	100% after deductible \$300 Lifetime maximum	80% after deductible \$300 Lifetime maximum

Spinal Manipulation Chiropractic	80% \$1500 Calendar Year maximum	80% \$750 Calendar Year maximum
Mental Disorders		
Inpatient	100% after co-payment 30 days Calendar Year maximum 60 days Lifetime maximum	80% after co-payment 30 days Calendar Year maximum 60 days Lifetime maximum
Outpatient	80% after deductible 100% if required by EAP 30 visits Calendar Year maximum 90 visits Lifetime maximum	80% after deductible 30 visits Calendar Year maximum 90 visits Lifetime maximum
Substance Abuse		
Inpatient	100% after co-payment 30 days Calendar Year maximum 90 days Lifetime maximum	80% after co-payment 30 days Calendar Year maximum 90 days Lifetime maximum
Outpatient	80% after deductible 100% if required by EAP 30 visits Calendar Year maximum 120 visits Lifetime maximum	80% after deductible 30 visits Calendar Year maximum 120 visits Lifetime maximum
Preventative Care		
Routine Well Adult Care	100% after applicable co- payments	100% after applicable co- payments
Includes: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory blood tests and immunizations/flu shots.		
Routine Well Newborn Care	100% after applicable co- payments	100% after applicable co- payments
Includes: office visits, routine physical examination, laboratory blood tests, x-rays and immunizations through age 18.		
Organ Transplants	100% after deductible	80% after deductible
All Other Covered Medical Expenses	100% after deductible	80% after deductible
Pre-certification process	Required	Required

Note: Dependents who are full-time students are covered through the end of the calendar year during which the full-time student turns 23 years of age.

PRESCRIPTION DRUG BENEFIT

Pharmacy Option

Generic drugs

Co-payment.....\$5.00

Brand Preferred Drugs

Co-payment.....\$15.00

Brand Non-Preferred Drugs

Co-payment\$30.00

Mail Order Prescription Drug Option

Mail Order is mandatory for all maintenance medications.

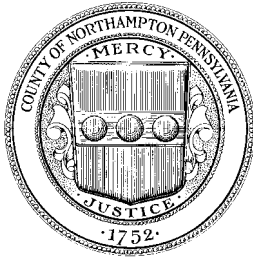
Purchase three months of prescriptions at the cost of two months.

Contraceptives

Subject to the co-pay and mail order provisions set forth above, contraceptive coverage shall be unchanged from the prior collective bargaining agreement.

Appendix B

<u>Step</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1	\$26,795	\$27,867	\$28,563	\$29,349	\$30,156
2	\$28,135	\$29,260	\$29,992	\$30,817	\$31,664
3	\$29,542	\$30,724	\$31,492	\$32,358	\$33,248
4	\$31,019	\$32,260	\$33,066	\$33,976	\$34,910
5	\$32,570	\$33,873	\$34,720	\$35,674	\$36,655
6	\$34,198	\$35,566	\$36,455	\$37,458	\$38,488
7	\$35,908	\$37,344	\$38,278	\$39,331	\$40,412
8	\$37,703	\$39,211	\$40,191	\$41,297	\$42,432
9	\$39,612	\$41,196	\$42,226	\$43,388	\$44,581
10	\$41,617	\$43,282	\$44,364	\$45,584	\$46,837
11				\$46,723	\$49,179



COUNTY OF NORTHAMPTON
EASTON, PA
Human Resources Form

58 of 60

Form # Addendum 3

Condition of Employment Acknowledgement

Print Name: _____

Upon accepting full-time employment as a Northampton County Corrections Officer, I understand that I shall not retain or seek any other law enforcement employment with any municipality or agency having jurisdiction within Northampton County and I may not hold a law enforcement position in the County during the term of my employment with the Department of Corrections.

Signature of Employee

Date

Witness:

Signature of Witness #1

Print Name of Witness

Witness' address

Signature of Witness #2

Print Name of Witness

Witness' address