

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2012-08
SPONSORED BY COMMISSIONER DOUGHERTY
REQUESTED DATE: MARCH 20, 2012
ORDINANCE NO. 2012-**

**APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF LEHIGH AND PSSU LOCAL 668 SEIU**

WHEREAS, the County of Lehigh has an organized supervisory employee unit, known as a meet and discuss unit, in the Department of Human Services, which is represented by PSSU Local 668 SEIU (hereinafter "PSSU"); and

WHEREAS, the PSSU unit has been working under a Memorandum of Understanding (MOU) which expired December 31, 2011; and

WHEREAS, the County of Lehigh and PSSU have agreed upon a new MOU for the period of January 1, 2012 - December 31, 2014, the terms of which are identified in Exhibit "A", attached hereto; and

WHEREAS, said MOU addresses, among other things, wage levels of County employees who are members of PSSU; and

WHEREAS, Section 310(a)(11) of the Home Rule Charter of Lehigh County provides, in pertinent part, that the setting of wage levels of employees shall be accomplished through the ordinance process.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,
PENNSYLVANIA, THAT:**

1. The above purpose clauses are hereby incorporated as part of this Ordinance by reference.

2. The wage components of the MOU between County of Lehigh and PSSU for the period January 1, 2012 - December 31, 2014, are hereby approved.

3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

4. The County Executive shall distribute copies of this Ordinance to the proper offices and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

6. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this _____ day of _____, 2012 by the

following vote:

Commissioners

AYE

NAY

Thomas C. Creighton, III
Percy H. Dougherty
David S. Jones, Sr.
Daniel K. McCarthy
Vic Mazziotti
Brad Osborne
Scott Ott
Lisa Scheller
Michael P. Schware

ATTEST:

Clerk to the Board of Commissioners

APPROVED this _____ day of _____, 2012.

Donald T. Cunningham, Jr.
County Executive

ENACTED this _____ day of _____, 2012.

MEMORANDUM OF UNDERSTANDING

By and Between

PSSU Local 668 SEIU

And

The County of Lehigh County

Effective January 1, 2012 – December 31, 2014

EXHIBIT "A"

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ARTICLE 1
MEMORANDUM OF UNDERSTANDING

1.1 This Memorandum of Understanding ("MOU" or "Memorandum") is made by and between Pennsylvania Social Services Union (PSSU), Local 668 of the Service Employees International Union (SEIU) (herein referred to as "Union") and the County of Lehigh (hereinafter referred to as "Employer").

1.2 As a result of this dialogue the County agrees to establish and follow the policies and procedures contained in this Memorandum of Understanding (hereinafter "Memorandum"), for this group of first level supervisors. Any changes to these policies and procedures shall be subject to Meet and Discuss.

1.3 In areas of employment not specifically addressed in this Memorandum, the County agrees to follow existing policies and procedures applied uniformly to non-unionized County employees as established by the County's Personnel Code, State Civil Service Rules, or other appropriate authorities. The County agrees to meet with the Union to discuss the applicability or nonapplicability of any changes or additions to policies and procedures for the group.

ARTICLE II
RECOGNITION AND JURISDICTION

2.1 The Union is hereby recognized by the Employer as the exclusive representative for meeting and discussing pursuant to the provisions of Section 603 of the Public Employee Relations Act for the following unit as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-07-58-E: County Casework Supervisors, Program Analyst I, Clerical Supervisor I and Data Analyst II in the Offices of Children & Youth Services, Mental Health / Intellectual Disabilities, Health Choices and Area Office of Aging; and excluding management level employees, employees above the first level of supervisions, confidential employees and guards as defined by the Act.

2.2 The term "employee" when used in this Memorandum refers only to those employees included within the certification referenced above.

ARTICLE III
UNION SECURITY

3.1 Each employee, who on the effective date of this Memorandum is a member of the Union, and each employee who becomes a member after the date shall maintain his/her 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 Memorandum. The payment of dues and assessments uniformly required of the membership shall be the only requisite employment condition.

3.2 The Employer agrees to deduct the bi-weekly membership dues 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 to the Union by the last day of the succeeding month, after such deductions are made. Except as otherwise provided in Section 3.1 of this Article, the authorization shall be irrevocable during the term of the Memorandum.

3.3 The Employer agrees to deduct a fair share fee from all compensation paid to all employees in the unit who are not members of the Union consistent with the provisions of the Public Employee Fair Share Fee law.

Authorization from non-members to deduct fair share fees from payroll shall not be required. The amount of the fee to be deducted and the schedule for deducting that amount shall be certified to the Employer by the Union. The aggregate deductions of all non-members shall be remitted, together with an itemized statement, to the Union at the same time that the Employer transmits dues from the employees who are members of the Union.

An employee with a bona fide religious objection to supporting the Union will have the option to donate the equivalent of the "fair share fee" to a charitable organization designated by the parties. The payment of the "fair share fee" shall be deducted from the pay of the affected employees and remitted to the Union in accordance with the methods set forth in Section 3.2.

The Union may demand the discharge of any employee who, on any tender date specified, fails to comply with the provisions of this Section, by serving written notice thereof on the Employer no later than ten (10) calendar days after such tender date, if, prior to such tender date, the Union has notified the employee of the exact amount of the financial obligation due to the Union. As soon as the Employer verifies that the employee specified in such written notice failed to comply and that the discharge of the employee would not otherwise be unlawful, the Employer shall discharge the employee.

The provisions of this Section shall not abrogate any rights provided to the employee or the Employer under the Public Employee Fair Share law.

3.4 The County agrees to deduct contributions to the Local 668 Committee on Political Education (C.O.P.E.). These deductions shall be made 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 remitted together with an itemized statement, including a list of employees for whom deductions are made, to the Local 668 C.O.P.E. This check off authorization shall be effective until revoked in writing.

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

ARTICLE IV HOURS OF WORK

4.1A The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, and shall total forty (40) hours; except for the Crisis Intervention Unit which is a seven-day operation.

4.1B The workweek in Crisis Intervention shall consist of any five (5) days within a consecutive seven (7) calendar day period. Weekend work shall be defined as 12:00 a.m. Saturday to 8:00 a.m. Monday.

4.1C A supervisor in Crisis Intervention will be eligible for a \$.75/hours shift differential. The shift differential begins at noon.

4.2 The workday shall consist of the twenty-four (24) hour period between 12 midnight and 12 midnight the following day except where consecutive hours are worked; then the total hour shall be construed as one (1) workday.

4.3 The work shift shall consist of the mandated eight (8) hours within a work day.

4.4 The Employer and the Union agree with the concept of flexible hours. The Employer and the Union agree to meet and discuss the possible implementation of this concept during the term on this Memorandum. The Employer retains the right to approve requests for flexible work hours on a case-by-case basis. This "flexible hours" concept is separate from and an alternative to the Alternate Work Schedule (AWS).

4.5A Supervisory duties for the second shift (OCYS) will be handled by the oncall supervisor.

4.5B Should Employer look to reinstitute a Second Shift Supervisory position, it would revert back to the terms of the original Memorandum of Understanding (11/26/08-12/31/11).

4.6 The Supervisor's Union is eligible for participation in an Alternate Work Schedule, refer to Appendix A.

ARTICLE V MEAL AND REST PERIODS

5.1 Consistent with efficient operations and considerations of the workload, employees will be granted a one-hour paid lunch period in accordance with existing practice.

5.2 The regular weekday hours for unit employees will be from 8am-4pm, 8:30am-4:30pm and 9am-5pm.

ARTICLE VI HOLIDAYS

6.1 The following days shall be recognized as holidays:

| | |
|-----------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

Monday shall be recognized as a holiday for all holidays enumerated above occurring on a Sunday. Friday shall be recognized as a holiday for all holidays occurring on a Saturday.

6.2 A salaried employee shall be paid for any of the named holidays listed in Section 6.1 of this Article if he/she has had forty-five (45) calendar days of continuous employment with the County and is on compensable status on the day immediately prior to and the day immediately after the holiday.

In the seven (7) day a week Crisis Intervention unit, holiday pay shall be granted for working the actual day of the holiday not the day off as recognized by the Employer.

6.3 If an employee works on any of the aforementioned holidays, he/she shall receive payment at the rate of time and one-half his/her regular rate of pay in addition to the holiday.

6.4 Whenever the President, Governor, or County Commissioners declare a special holiday or part holiday, for all County employees, employees covered by this Memorandum of Understanding shall be entitled to observe such holiday.

6.5 All employees shall be entitled to three (3) paid personal leave days per year. Employees shall be permitted to take personal leave days as they may need subject to the responsibility of the Employer to maintain efficient operations. Personal leave days may be carried over calendar years with unlimited accrual.

ARTICLE VII SENIORITY

7.1A For the purpose of this Memorandum, the term seniority means a preferred position for specific purposes which one employee within the Unit may have over another employee within the Unit because of a greater length of continuous service within the Unit.

7.1B Unit seniority will be based on the start date as a supervisor.

7.2 Layoffs shall be made in the inverse order of seniority. In the event of a layoff, the Employer shall establish a preference list of a period of twenty-four (24) months, which shall be used to fill vacancies within classification from which the persons on the preference list may have been laid off. Notification of the job opening will be through certified letter sent by the Employer. In the event a laid off employee refuses an offer of a position in his/her classification, he/she shall be dropped from the list. The Employer will notify the Union in advance of an impending layoff as soon as the Employer becomes aware of the necessity for a layoff.

7.3 In the event of the consolidation or elimination of jobs, the Employer shall reassign the affected employees to positions for which they are qualified insofar as positions are available. If positions are not available, the employees will be laid off.

7.4 Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer, in its discretion, agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights are appropriate.

7.5 The probationary period shall be consistent with guidelines set forth by the State Civil Service Commission (Appendix B), and the provisions of this Article shall not be applicable during this period. Length of service will be calculated from the date of hire upon completion of the probationary period. An employee moving from an unclassified position shall accrue service time from his/her date of appointment to the classified service.

7.6 The Office of Children and Youth Services and the Office of Mental Health and Intellectual Disabilities shall have one seniority list and rights. Revised seniority lists shall be posted in each Office every six (6) months.

7.7 The term demotion means the movement of an employee to a classification having a lower maximum salary. Demotions may be made to avoid laying off employees. The employee involved shall accept the demotion or be laid off.

7.8 The following shall constitute a break in continuous service: resignations, separation for just cause, retirement, absence without notification for three (3) working days, failure to report within three (3) days after leave, and acceptance of other permanent employment while on leave, or lay-off for a period in excess of eighteen (18) months. If continuous service is broken by any of the above, the employee shall lose seniority credits.

7.9 The Employer agrees to post any vacancies or new positions that are to be filled at the time the Office Head first is aware that there will be a vacancy in the Unit or new position. Such posting will last for at least ten (10) working days; and such vacancies or new positions shall also be posted on the County website. A vacancy shall be defined as the exit of a unit employee from a unit position which the Employer determines it will fill.

7.10 In an effort to give all employees an opportunity to be considered for reassignments between units and/or agencies and also reassignment of caseloads, a notice shall be posted for a period of five (5) working days before such reassignments take place. The Union recognizes the County's unilateral managerial right to select and reassign personnel.

7.11 For the purpose of lay-off only, as set forth in Section 7.2 of this Article, one (1) steward and an alternate shall be considered as having greater lengths of continuous service than other employees.

7.12A Seniority status shall not be affected by either leaves with pay or without pay, except that seniority shall not accrue during unpaid leaves of absence in excess of six (6) weeks.

7.12B Seniority continues to accrue during paid time off, such as medical and/or educational.

ARTICLE VIII SICK LEAVE

8.1 Employees hired by the County prior to 12/31/02, shall earn sick leave at the rate of 0.231 short and 0.231 long of paid sick leave for each pay period of continuous service, totaling 6 days of short sick leave per year and 6 days of long sick leave per year. Employees hired by the County after 12/31/02, shall earn sick leave at the rate of 0.231 of paid sick leave for each pay period of continuous service, totaling 6 days of sick leave per year. Sick leave is earned by any employee for any month in which the employee is in compensable status for ten (10) or more working days. Employees shall be eligible to take such leave after thirty (30) days of service with the Employer.

8.2 Employees hired by the County prior to 12/31/02, shall earn sick leave from their last day of hire and may accumulate sick leave up to a maximum of one hundred eighty days (180) days, one hundred sixty (160) days of long sick leave and twenty (20) days of short sick leave. Employees hired by the County on or after to 12/31/02, shall earn sick leave from their last day of hire and may accumulate sick leave up to a maximum of one hundred (100) days, eighty (80) days of long sick leave and twenty (20) days of short sick leave.

8.3 Sick leave is intended for the illness of the employee. In unusual circumstances requiring the personal attention of the employee, sick leave may be used for the illness of the employee's spouse, common law spouse (per signing of Memorandum in Appendix C), child, or dependent family member.

Employees will make reasonable efforts to schedule: routine doctor's appointments for which sick time is used on other than work time. This does not include appointments for chronic conditions.

8.4 Employees shall receive an accounting of their sick and annual leave both accrued and used. If the majority of non-union County employees receive an accounting of sick leave on payroll checks, same shall be provided to members of the unit.

8.6 Sick leave pay shall be computed at the employee's regular straight-time rate of pay in effect for the employee's regular job including salary increments.

8.7 A doctor's certificate shall be required for an absence from work due to illness of three (3) or more consecutive days. If a pattern of sick leave abuse is suspected, the Employer can require a doctor's certificate after the next incident of sick time usage regardless of the number of days of absence. Employee shall be informed that such certificate will be required if pattern of abuse continues. Employee can grieve definition of abuse.

8.8 Upon retirement, permanent full-time employees shall receive thirty percent (30%) of their earned unused disability (sick leave) upon the following voluntary retirement:

1. Superannuation
2. Superannuation (Special Provision)
3. Voluntary
4. Disability

Payment will be calculated on the daily base rate excluding any overtime or premium pay. This benefit is not to be construed as a death benefit. The policy of accrued unused disability (sick leave) leave paid upon retirement will not add to the credited service of the retiring employee nor to the recent coverage compensation of the employee.

8.9 Employees shall earn reward days consistent with application to the majority of non- union County employees.

8.10 Employees may participate in the Voluntary Leave Donation Program as outlined in County Administrative Notice 2005-2, dated November 1, 2005. (See Appendix D)

ARTICLE IX UNPAID LEAVES OF ABSENCE

9.1 After completing one (1) year of service, an employee may be granted a leave of absence without pay, at the discretion of the Employer. Such leave shall not exceed two (2) years and shall not be granted more than once every four (4) years. An employee who returns to work within one (1) year or less shall be restored to his/her classification, but not necessarily to his/her position. Return to work after such leave in excess of one (1) year shall be contingent upon the existence of a vacancy.

9.2 Employees who are elected or appointed as Union officials or representatives shall, at the written request of the employee, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer. Employees returning to work after such leave shall be restored to their same classification but not guaranteed their same position.

9.3 Up to a total of five (3) employees for both Children and Youth Services and Mental Health/Intellectual Disabilities shall each be granted up to four (4) working days leave without pay each year to attend to Union business.

9.4 Maternity/Paternity leaves, normally not to exceed twelve (12) months, shall be granted at the request of the employee. Maternity/Paternity leaves may, at the request of an employee and at the discretion of the Employer, be extended or renewed for a period not to exceed twelve (12) months. Vacation leave, sick leave, and compensatory time may be used prior to commencement of maternity/paternity leave without pay. Upon returning to the agency, the employee shall be returned to her/his position or one of comparable compensation.

**ARTICLE X
PAID LEAVES OF ABSENCE**

10.1 Leave with pay for a period of up to four (4) working days will be granted to full time and regular part-time employees who experience the death of and participate in the funeral of an immediate family member. The term "immediate family" includes spouse, child, stepchild, parent, step-parent, parent-in-law, and any relative, named in this Section, living in the employee's household.

Leave with pay for a period of up to three (3) working days will be granted to full time and regular part-time employees who experience the death of and participate in the funeral of an extended family member. The term "extended family" includes brother, sister, son-in-law, daughter-in-law, grandparent, grandchild.

Leave with pay for a period of one (1) day will be granted to full time and regular part- time employees who experience the death of and participate in the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, grandparent-in-law.

Employees who request more leave than outlined may be granted personal, reward or vacation leave as approved by the supervisor. Any employee who waives his/her leave and reports to work will only be paid at his/her salary or hourly rate for hours worked. No additional compensation shall be granted. No payment for leave shall be made for days or any parts of days which fall on days where the employee is scheduled off, paid holidays, part of the employee's vacation or while the employee is not working. Employees are required to notify the immediate supervisor of the number of leave days they are requesting. The supervisor is required to notify the Human Resources Office of the leave requested. In some instances, the County may request verification of the absence prior to granting the paid leave or upon the employee's return to work.

10.2 An employee who is called for jury duty or is not a party in a civil or criminal court proceeding, but is subpoenaed as a witness to a court proceeding for a capital offense, felony I, II, III, or any other proceeding which may be deemed appropriate by the Employer, shall be granted leave with pay while attending court. Evidence of such duty and evidence of the category of the offense in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor. The proof of notice shall be presented to the supervisor on the employee's first workday after receipt of such notice. Such employee shall receive his/her regular rate of pay along with any payment he/she receives as a juror or witness.

10.3 "Employees who are members of the U. S. Military Reserves or National Guard, and who are required to participate in training camps, shall be entitled to a leave of absence from their County duties without loss of pay, time, or efficiency ratings on all days during which they shall be engaged in active duty. All such employees shall be entitled to such leave of absence not to exceed fifteen (15) days in anyone (1) year period. Employees are required to provide proper notice (minimum of fifteen (15) days) requesting such leave except in a declared state of emergency."

**ARTICLE XI
VACATIONS**

11.1 Employees promoted to this Unit from the Rank & File Unit will maintain their 20 vacation days per year. Employees in the Unit at time of the Memorandum signing will maintain their current vacation accrual, minimally earning 20 vacation days per year. Employees will earn 25 vacation days per year upon 25 years or more of being employed with the County. Employees hired after the signing of the Memorandum will follow the county policy for vacation accrual.

11.2 An employee shall be eligible for annual leave after six (6) months of service with the Employer. Employees shall earn vacation leave credits as of their date of hire. Vacation leave shall be earned by an employee for any month in which the employee is in compensable status for ten (10) or more working days.

11.3 Vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job including salary increments. This Section 11.3 shall not be constituted to change an employee's anniversary date.

11.4 Vacations shall be granted at the time requested by the employee with preference given to the requests of senior employees, but approval of a vacation request must be subject to the management's responsibility to maintain efficient operations.

In the event that an employee's approved vacation is canceled by management, the employee may request an expeditious review (via phone call) by the Director of Human Services. Such a review process does not diminish or otherwise impact on management's authority and right to direct the work force.

11.5 If a holiday occurs during the workweek in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

11.6 If an employee is required to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

11.7 For incumbents, previously accrued compensatory time must be utilized within a year of the signing of this Memorandum. For new members entering this Unit, previously accrued compensatory time must be utilized within a rolling calendar year upon entering this Unit.

11.8 If sickness in excess of three (3) days of hospitalization as verified by a physician occurs during vacation, sick leave shall apply.

11.9 Requests for vacation shall be submitted to the employee's immediate supervisor in advance of the same number of working days for which the vacation will extend.

11.10 All requests for vacation shall be answered within seventy-two (72) hours after receipt by the employee's supervisor.

11.11 Bereavement leave will apply in the event an employee on vacation requires time to attend and/or prepare for the funeral of relations enumerated in Article 10.1.

11.12 An employee separated from the service of the Employer, except for just cause, prior to taking his/her vacation, shall be compensated in lump sum for the unused vacation, up to a maximum of thirty-five (35) days, which he/she has accumulated up to the time of separation.

11.13 Employees may carry over up to thirty-five (35) days of unused vacation.

11.14 The Employer shall provide, on the paycheck record of unit employees, a computer calculated accounting of each employee's vacation leave record. Such accounting is to include a record of vacation days used, days accrued, and the current balance.

11.15 Upon retirement, permanent full-time employees shall receive one-hundred percent (100%) of their earned unused vacation leave upon the following voluntary retirement:

1. Superannuation
2. Superannuation (Special Provision)
3. Voluntary
4. Disability

ARTICLE XII ON-CALL

12.1 An employee who has been scheduled by the Office Head to perform on-call duty shall be paid five dollars (\$5.00) more than the Rank & File Unit rates for the same time periods. Week days will be defined as 4:30pm-8:30am for OCYS and MH/ID.

12.2 Every professional employee in the unit must accept on-call duty as required unless he/she can obtain a substitute acceptable to management.

12.3 On-call duty shall not be considered as hours worked for the purposes of computing overtime nor shall on-call duty time credit be given to employees for working a regular assigned work schedule.

12.4 An employee performing on-call duty shall be furnished one (1) mobile phone for the purpose of receiving and making calls.

12.5 There will be no cap as to the amount of on-call a supervisor may perform.

12.6 An employee who has been called in to work outside of his/her regularly scheduled work shift after having left work shall be guaranteed a minimum of three (3) hours which shall be considered time worked for the purposes of computing overtime pay.

12.7 Employees required to perform call in duty shall be credited for beginning work when they leave their residence.

ARTICLE XIII WAGES

13.1A Effective 1/1/12, Eligible employees will move up on the salary schedule (Appendix E) and those employees maxed out will receive a 2% lump sum, except that no employee's base salary shall exceed the State Cap Plus 12%.

13.1B Effective 1/1/13, Eligible employees will move up on the salary schedule (Appendix E) and those employees maxed out will receive a 2% lump sum, except that no employee's base salary shall exceed the State Cap Plus 12%.

13.1C Effective, 1/1/14, Eligible employees will move up on the salary schedule (Appendix E) and those employees maxed out will receive a 2% lump sum or the same GWI percentage based lump sum granted to the Rank & File Unit Employees, whichever is greater, except that no employee's base salary shall exceed the State Cap Plus 12%.

13.2 Employees will follow the County pay schedule. The pay schedule for year 2012 is located in Appendix E.

13.3 Employees who are scheduled to work an evening or night shift shall be paid a shift differential of seventy-five cents (\$.75) per hour in addition to their regular rate of pay, provided the shift is

worked. Such differential shall not be included in the employee's base hourly rate of pay for the purposes of computing overtime.

13.4 Whenever an employee within the unit is assigned to perform work determined to be substantially similar to the work found in a higher job classification for a continuing full time period in excess of twelve (12) weeks, the employee shall be paid a 5% premium.

13.5A Effective 1/1/12, employees shall be eligible to receive a longevity bonus according to the procedures and practices.

| | |
|-------------------------------------------|---------|
| Five (5) years of service or more | \$200 |
| Ten (10) years of service or more | \$400 |
| Fifteen (15) years of service or more | \$800 |
| Twenty (20) years of service or more | \$1,000 |
| Twenty-five (25) years of service or more | \$1,500 |

During the length of this Memorandum of Understanding, any longevity increases granted to the majority of non-union County employees shall be granted to members of the unit.

13.5B The longevity bonus is issued once a year in the later part of the year and is subject to all federal, state, and local taxes, and pension deductions. The bonus is calculated based on the employee's anniversary date and is subject to pro-rating during the first year of eligibility for each incremental amount. The bonus will be adjusted for those employees in extended no pay situations. The bonus is not included in any calculations for overtime. In the case of any dispute regarding the procedure or practices regarding the methodology of providing the bonus, Countywide practices will prevail.

13.6 The union agrees that each member of the unit will have their entire paycheck direct deposited.

ARTICLE XIV DISCHARGE. DEMOTION. SUSPENSION AND DISCIPLINE

14.1 The Employer shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the second step of the grievance procedure subject to any conditions set forth in the grievance procedure under Article XV. The Union shall be notified in writing by the Employer one (1) week prior to any demotion, suspension, or discharge.

In the case of any offense where the immediate supervisor, Office Head, and Human Resources Director determine that the continuing presence of the employee at the work site adversely impacts on the operating function, the welfare of the agency and/or the welfare of the client, employee, or other employees, the one (1) week notification to the Union shall be waived. In such circumstances, the Union shall be notified immediately prior to any demotion, suspension, or discharge.

14.2 Any disciplinary action instituted under Section 1 of this Article must be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof. Any written warnings entered into the personnel file of any employee shall be read and signed by the employee and commented upon if requested.

14.3 This Article shall not apply to probationary employees who may be disciplined or discharged without recourse to the provisions of Article XV.

**ARTICLE XV
GRIEVANCES AND ARBITRATION**

15.1 Any grievance or dispute which may arise concerning the application, meaning or interpretation of the Memorandum of Understanding shall be settled in the following manner:

Step 1. The employee, either alone or accompanied by the Union representative, or the union where entitled, shall present in writing the grievance to the Office Head within ten (10) days of the date of its occurrence or knowledge of its occurrence. The Office Head shall respond in writing to the employee and the Union representative within ten (10) days after receipt of the appeal. Grievances which involve two or more of the offices covered in the unit may be filed directly with the Director of Human Services within 10 days of the date of its occurrence or knowledge of its occurrence; in which case the processing of the grievance will commence at Step 2.

Step 2. In the event the grievance is not settled at Step 1, the grievance must be presented in writing by the employee or Union representative to the Director of Human Services within ten (10) days after the Office Head's response is due. The Director of Human Services shall respond in writing to the employee and the Union representative within ten (10) days after receipt of the appeal.

Step 3. In the event the grievance is not settled at Step 2, the grievance must be presented in writing by the employee or Union representative to the Director of Administration within ten (10) days after the Director of Human Services response is due. The Director of Administration shall respond in writing to the employee and the Union representative within ten (10) days after receipt of the appeal.

Step 4. An appeal from an unfavorable decision at Step 3 only in the case of a discharge, disciplinary demotion or suspension, which has not occurred as a result of a strike, or in the case of a grievance to determine whether there has been a violation of seniority provisions for the layoffs as set forth in Article VII, may be initiated by the Union serving upon the Employer a notice in writing of its intent to proceed to arbitration within ten (10) days after the response from Step 3 is due or received. Said notice shall identify the provisions of the Memorandum, the department, and the employee involved, and attach a copy of the grievance. (All days in Steps 1 -4 are workdays.) The decision of the Director of Administration at Step 3 shall be final in all other cases.

An impartial arbitrator is to be selected by the parties in accordance with the rules of the American Arbitration Association.

Each case shall be considered on its merits and this Memorandum shall constitute the basis upon which the decision shall be rendered. The decision at Steps 1, 2, 3 and 4 shall not be used as precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of the Memorandum. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

All of the time limits contained in this section may be extended by mutual Memorandum.

All fees and expenses of the arbitrator shall be borne equally by both parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and make a copy available without charge to the arbitrator.

In the case where the employee has the right to file an appeal with the State Civil Service Commission, the employee retains the right to select either the Civil Service procedure or the arbitration procedure outlined above. Under no circumstances will an employee be permitted to file appeals under both processes.

15.2 The Union is the exclusive representative of all the employees in the unit throughout the grievance procedure, provided that any individual employee or group of employees shall have the right at any time to present grievances to their Employer and to have them adjusted without the intervention of the representative as long as the adjustment is not inconsistent with the terms of this Memorandum of Understanding and the representative has been given the opportunity to be present at such adjustment.

15.3 Union representatives shall be permitted to enter the premises during working hours if permission is given by the Office Head or duly authorized supervisor. Such permission shall not be unreasonably withheld. The chief shop Steward or his/her alternates shall request from their supervisors or designee reasonable time off from their regular duties to investigate and discuss grievances. The Employer will provide a reasonable number of employees with time off to attend negotiating meetings.

15.4 Failure to answer a grievance that has been reduced to writing in the time limits established herein regarding steps presumes the claim made in the grievance is sustained and the satisfaction requested will be provided.

ARTICLE XVI SAFETY AND HEALTH

16.1 The Employer will continue to make every reasonable effort to insure the safety and health of its employees.

16.2 In order to implement Section 16.1, all health and safety issues shall be addressed in labor/management meetings as described in Article XXIV of this Memorandum.

16.3 The Employer agrees to maintain during the term of this Memorandum, the level of mobile phones as of January 1, 1998. All phones are to be assigned by management.

16.4 Employees use of personal cellular phones shall be in accordance with the Cellular Phone Reimbursement Policy. (See Appendix F)

16.5 Employees transporting consumers are entitled to a County mobile phone.

16.6 When working in the field, supervisors will be permitted to work as part of teams for safety reasons, with management approval, which approval shall not be unreasonably withheld.

ARTICLE XVII TRAVEL EXPENSE

17.1 The Employer will reimburse employees for necessary travel expenses consistent with the provisions enumerated in Administrative Notice 91-5 with the exception that the maximum reimbursement rates shall be \$6.00 for breakfast, \$8.00 for lunch, and \$17.00 for dinner. During the

length of the contract, any meal reimbursement granted to the majority of non-union County employees shall be granted to unit members. (See Appendix G)

17.2 Employees covered by the Memorandum will be provided county subsidized parking spaces at a parking deck or surface parking lot. A parking space is defined as a non-fixed available parking space in the assigned parking deck or surface lot. The cost of parking to the employee shall be \$10.00 per month for deck parking or \$6.00 per month for a surface spot.

Employee allocation of parking spaces will be based on availability of spaces and the County's practice to assign locations for parking as spots become available, except for elected officials and Commissioners, certain management level positions and physically disabled employees. Upon their date of hire, full-time unit employees may sign up to be included on the same list as is used for making parking spaces available to County employees at large when future parking spaces (surface lot or deck) become available. If employee internally promoted into unit, member will keep current spot or will be kept on county list based on date of original hire. If the Employer offers a subsidized parking program to the majority of non-unit employees, such program will be offered to the unit.

The parties agree to reasonable and normal parking rules promulgated by the County and applicable to all County employees parking at the specific parking facility; and it is also agreed that should any discipline occur as the result of automobile parking violations, the discipline shall be progressive and, as a maximum, limited to the loss of their parking privileges for up to a maximum period of one year.

The parties also agree to, consistent with articles 16.1 and 16.2 to periodically meet and discuss any safety concerns regarding parking related issues.

Also, the County hereby reaffirms its longstanding policy to make reasonable parking accommodations for persons with disabilities, and needing accommodations.

17.3 Mileage costs during the length of this Memorandum shall be reimbursed at a rate identical to the reimbursement rate set by the Internal Revenue Service.

17.4 The Employer shall pay up to a maximum of two hundred dollars (\$200.00) toward the actual deductible amount on an employee's automobile insurance in the event the employee's automobile is damaged while the employee is actually engaged in the conduct of County business.

17.5 For those employees who use their automobiles for Agency business, the Employer requires employees to maintain \$250,000/\$500,000 liability limits rated for business use and agrees to pay the difference, up to two hundred fifty dollars (\$250.00), between pleasure and business rates. The reimbursement shall be for the full difference between the employee's previous or if adding business coverage for the first time, the employee's current personal coverage and \$250,000/\$500,000 business coverage, subject to the \$250 annual maximum reimbursement.

ARTICLE XVIII FRINGE BENEFITS

18.1 Employees will be afforded health insurance coverage (health insurance, prescription, vision and dental) as the majority of non-union county employees.

18.2 Cancer insurance coverage for employees only; cancer insurance coverage shall apply only to those employees hired prior to January 1, 1995.

18.3 County pension plan shall apply to employees in accordance with the terms of such plan.

18.4 Upon retirement, employees now eligible for post-retirement employer-paid health care and other benefits shall remain eligible.

18.5 Unit employees shall be permitted to participate in the same flexible spending account (FSA) plan as provided to non-union County employees. (Currently \$2,500 for medical and \$5,000 for child care can be set aside.) (Also see Article XXIX, Tax Deferred Child Benefit).

ARTICLE XIX NO DISCRIMINATION

19.1 Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, religion, color, sex, age, national origin, union membership, political affiliation, handicap, or any other non-merit factors.

ARTICLE XX BULLETIN BOARDS

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

ARTICLE XXI NO LOCKOUTS

21.1 The Employer will not engage in any lockout during the life of this Memorandum.

ARTICLE XXII CAREER DEVELOPMENTS

22.1 Each employee will have the opportunity of developing a career development program in conjunction with his/her supervisor and/or Office Head. For the purpose of this Article, a career development program will be any academic or vocational program or study which will improve the employee's promotional opportunity or effectiveness within the Agency.

22.2 Administrative notice 93-1 dated March 15, 1993, and DHS Administrative notice 97-1 dated January 6, 1997, referenced Appendix H and I hereto, are hereby made apart of this Memorandum. These notices describe the tuition reimbursement program to unit employees.

Employees shall receive any increases to the tuition reimbursement amount as provided to the majority of non-union County employees.

22.3 Employees of the unit who meet and accept the conditions as outlined in Appendix J are eligible for educational leave under the CWEL program. The CWEL interim Memorandum of Understanding of April 2001 is incorporated into a new Appendix J. Refinements to the CWEL appendix will be discussed in labor management meetings.

ARTICLE XXIII SPECIAL AND PART -TIME EMPLOYEES

23.1 If the county hires part-time employees in this Unit, the parties agree to meet and discuss regarding their conditions of employment.

**ARTICLE XXIV
LABOR-MANAGEMENT RELATIONS**

24.1 Committees composed of representatives of the Union and the Employer are to be established to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agencies or departmental discussions. Up to three (3) Union representatives will be given time off with pay to attend labor-management meetings.

24.2 A department-wide "Meet and Discuss" shall be established to meet on a quarterly basis in an effort to enhance communications between the unit and the Employer. These quarterly meetings may be cancelled upon mutual agreement of the parties.

**ARTICLE XXV
PRESERVATION OF UNIT WORK**

25.1 Supervisory employees and independent contractors will not be assigned to perform unit work so as to cause the layoff, downgrading, or to prevent the return to work of an available competent employee.

25.2 Supervisory employees and independent contractors shall continue to perform duties they now perform.

25.3 Management will maintain, at a minimum, 75% of the number of supervisory staff as of January 1, 2008.

25.4 In the cases of successorship, this Memorandum shall be binding upon the parties hereto and the heirs, executors, administrators, successors, and assigns of each.

**ARTICLE XXVI
SEPARABILITY & SAVINGS CLAUSE**

26.1 In the event that any provisions of this Memorandum are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provisions herein are found to be invalid and unenforceable by a court "or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.

26.2 In the event that any provisions of this Memorandum requires legislative action to become effective, including but not limited to the amendment of existing statutes, the adopting of new legislation or with the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to give full force and effect to the remaining provisions of this Memorandum of Understanding.

**ARTICLE XXVII
STANDARDS OF DRESS**

27.1 The appearance of County employees has a direct impact on public perception and image of the department and the county. A minimum standard of dress should be maintained to ensure an image of professionalism, tailored to the work performed and in consideration of safety.

27.2 In consideration of job relatedness, two major categories of work performed are to be considered in setting Standards of Dress. In cases of medical conditions and inclement weather, discretion as to appropriate attire/footwear will apply. The examples are not intended to be all-inclusive but should be used in formulating decisions regarding dress not specifically addressed.

Category I

Standards of dress while working in an office work-site.

Examples of Acceptable Dress:

Business suits, pant suits, dresses, coordinated blazers or sport jackets with color coordinated slacks, skirts, shirts, ties, dress shorts/walking shorts worn with stockings and suit jackets/blazers are permitted. Colored dress jeans such as black, green, tan, or khaki are appropriate when worn with suit jackets/blazers and/or shirts/sweaters. All clothing must be designed in styles and fabrics that are appropriate for business hours. Clothing must be kept neat, clean, pressed and without holes or tears.

Examples of Unacceptable Dress:

Mini skirts, shorts, spandex type leggings, skin tight stretch pants, painter pants, sweat pants, flannel work shirts, T-shirts, tank tops, halter tops, sweatshirts, or sneakers are not acceptable. Blue denim, acid washed, stone washed, faded, or bleached jeans, skirts, shirts and jackets are not acceptable. Clothing may not bear slogans that are obscene, use vulgar language, or advertise sex, alcohol, tobacco products, or drugs. Sheer, mesh, or spandex materials are not appropriate. Exposed midriffs are not acceptable.

Category II

Standards of dress while working in the field.

Examples of Acceptable Dress:

All acceptable office work site dress may be appropriate.

Examples of Unacceptable Dress:

Mini skirts, shorts, spandex type leggings, skintight stretch pants, painter pants, tank tops, halter-tops, or sweat pants are not acceptable. Clothing may not bear slogans that are obscene, use vulgar language, or advertise sex, alcohol, tobacco products, or drugs. Sheer, mesh, or spandex materials are not appropriate. Exposed midriffs are not acceptable.

27.3 The County will make reasonable accommodations for employees requesting to meet bona-fide religious or cultural-based dress standards.

27.4 Office worksite dress standards are required whenever an employee is in an office worksite for more than two (2) consecutive hours. Employees in Crisis Intervention and SPORE may adhere to the field dress standards without the two (2) hour limitation.

27.5 If the county has a "casual Friday" policy, supervisors will be included.

ARTICLE XXIIIX OTHER MEMORANDUM OF UNDERSTANDINGS

28.1 Terms and conditions relating to the County Workers Compensation policy are agreed to as they apply to the majority of non-union County employees and provided as Appendix K.

**ARTICLE XXIX
TAX-DEFERRED CHILD BENEFIT**

29.1 Should the County offer a tax deferred childcare benefit to the majority of non-union county employees, this benefit will be offered to the unit.

**ARTICLE XXX
OTHER PROVISIONS**

30.1 Participation in work groups, subcommittees, task forces and any other organized group that will result in policy making for the department will not impact on the member's status within the unit.

**ARTICLE XXXI
TERM OF MEMORANDUM OF UNDERSTANDING**

31.1 This Memorandum of Understanding shall become effective _____, and shall continue in full force and effect up to and including December 31, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by such times as would permit the parties to comply with the schedule established under the Public Employee Relations Act.

The parties hereto, through their duly authorized officers or representatives hereby have hereunto set their hands and seals this ____ day of _____, 2012.

County of Lehigh County

Pennsylvania Social Services Union
Local 668, SEIU

Donald T. Cunningham Jr.
County Executive

Neil P. Brown

Neil P. Brown
Business Agent

Appendix A
Alternative Work Schedule Agreement

1. Employees may not participate in the alternate work schedule program until they have worked for the Department for at least six (6) full calendar months from the date of hire and have successfully completed their probationary period.
2. All employees will continue to work forty (40) hours per week, and the standard schedule shall remain at 8am-4pm and 8:30am-4:30pm, Monday through Friday.
3. A system of flexible scheduling will be in effect with the approval of Management, including the ability to, on a case by case basis only, make substitution for an employee's scheduled AWS day as needed.
4. With two weeks notice, an employee may opt out of AWS at a time coinciding with the County's pay schedule and revert back to the regular schedule.
5. Meal periods will be consistent with current MOU language.
6. Conflicts regarding this section shall be handled first through the 'Meet and Discuss' process and then, if appropriate, through the grievance process.
7. Employees scheduled for disciplinary suspension, for attendance at meetings, hearings, training sessions and 'Meet and Discuss' sessions that cannot be accommodated with the AWS; or for other special circumstances, or who are on approved military leave, civil leave, leave without pay, childbirth leave, work related disability leave, etc, that cannot be accommodated within AWS, shall revert to the standard 8am-4pm or 8:30am-4:30pm schedule for the two week pay period during which the conflict occurs.
8. The bi-weekly work schedule will remain at eighty (80) hours. One week during the pay period, the employee shall work forty (40) hours in the five (5) days. The standard hours are 8am-4pm or 8:30am-4:30pm. During the other week, the employee shall work forty (40) hours in four (4) days. The hours are 7:30am-5:30pm, 8am-6pm or 8:30am-6:30pm.
9. The open enrollment period occurred prior to January 2008. Employees will be able to opt in for inclusion in the AWS cycles every January 1 and July 1 through open enrollments every April and October. Unused days will be opened for consideration for employees choosing to opt in after January 2008. Should an employee choose to discontinue the program mid-cycle, the previously assigned day shall remain open until the following enrollment period. There will be no "bumping" of employees.
10. Unit seniority shall be used to establish the order of staff electing their alternative work schedule. In the event of a tie (same day of hire) the order of participation shall be determined by lottery, such that names shall be placed in a hat and a manager shall draw one name.

11. Approval/denials of individual requests for specific schedules shall be based on seniority (bargaining unit seniority within the work unit) consistent with management's approval and operational requirements. Employees on leave status as of January 1 or July 1 will be ineligible for participation that particular session.
12. Whenever the original AWS schedules must be revised because of program or operational requirements, Management will request proposed work schedules from affected units in order to reschedule staff. When such changes occur, affected employees will be given two weeks advance notice of their new schedules.
13. Employees who voluntarily transfer will be required to work a regular schedule until the next AWS cycle.
14. Employees working a nine (9) out of ten (10) day schedule shall revert to an eight (8) hour workday only for the two-week pay period in which a holiday falls.
15. All time that an employee is absent from work shall be charged appropriately on an hour-for-hour basis with the exception of bereavement leave which is up to four full days as defined in the MOU.
16. It is understood that the 'Meet and Discuss' method will first be used as the appropriate forum for the resolution of any issue arising from the implementation or application of this Agreement.
17. Both parties may terminate the AWS program provided that thirty (30) days written notification is given to the other party. The parties shall 'Meet and Discuss' regarding the reason for terminating the program.
18. Both parties agree to meet to discuss the policy and/or issues that may occur.

MANAGEMENT DIRECTIVE

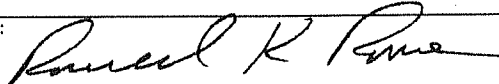
580.8
Amended
Number

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE

Subject:

Classified Service Probationary Periods

By Direction Of:


Ronald K. Rowe, Executive Director, State Civil Service Commission

Date:

October 5, 2004

This directive revises policy and procedures for classified service employees serving probationary periods, including the extension or reduction thereof. This amendment contains minor changes.

1. **SCOPE.** Applies to all classified service employees in state agencies identified in § 3(d), *Civil Service Act of August 5, 1941, P. L. 752, as amended*, and political subdivisions of the Commonwealth which have contracts with the State Civil Service Commission (SCSC) for services and facilities as provided for in § 212, *Civil Service Act*.

2. **POLICY.**

a. The civil service probationary period is a preliminary period of employment. The purpose of which is to determine the fitness of an employee for regular status. Probationary periods required by a collective bargaining agreement or memorandum of understanding are separate and distinct from the civil service probationary period.

b. Probationary periods must be successfully completed by employees for all classified service appointments or promotions before regular status is assigned. The appointing authority must act affirmatively to confer regular status.

c. The probationary period for all classes shall be six months (calculated as 180 calendar days). However, for trainee classes, the probationary period is as designated in *Management Directive 535.5, Use of Trainee Classes in the Classified Service*.

d. Probationary periods for part-time positions shall be prorated against the number of hours in a regular workweek. Incumbents shall be assigned regular status upon satisfactory completion of the required hours.

e. Appointing authorities may extend probationary periods to a maximum of 18 months (calculated as 545 calendar days) when probationary employees are not performing satisfactorily in one or more performance factors/ratings, or when more time is needed to adequately evaluate the probationary employee's performance because of a supervisory change, reassignment, transfer, or similar action during the probationary period. Such extensions may be reduced to assign regular status when performance is deemed satisfactory. The probationary period for a trainee class can be extended to a maximum of 24 months (calculated as 730 calendar days).

- f. Probationary status employees in other than trainee classes who exceed 18 months in probationary status shall be granted regular status.

- g. Probationary employee who occupy trainee classes for more than 24 months shall be promoted, with regular status, to the appropriate journey level job title identified in *Management Directive 535.5*.

h. Satisfactory periods of employment in emergency or temporary status may be credited toward completion of probationary periods when employees subsequently are assigned probationary status in the same class, provided such service is continuous.

i. Probationary employees, excluding those in trainee classes, who are transferred or demoted shall continue to serve the remainder of their probationary period, unless the appointing authority, with the consent of the employee, requires that a full probationary period be served. Probationary employees in trainee classes shall serve a new full probationary period.

j. Probationary employees shall have a right of return following all promotions, whether within an agency or between agencies:

(1) During the first three months of the probationary period, the probationary employee may opt to return to the position previously held.

(2) At any time after the first three months, the probationary employee may return to the previous position or classification with written consent of the appointing authority(ies).

(3) If the services of such probationary employee are found unsatisfactory by the appointing authority, the probationary employee shall be returned to the previous position or classification.

- k. Employees returned to former positions, pursuant to paragraph 2.i. in which they held probationary status, may be credited with time served in the higher position or may be required to serve an entirely new probationary period.

l. Probationary employees reassigned to another position in the same or similar class will be credited with time served in the previous position toward the probationary period in the new position.

m. Probationary periods shall be adjusted when probationary employees return from leave of absence by extending the probationary period for a period equal to the time on leave. A new probationary period may be required by the appointing authority for probationary employees returning from a leave of absence, which exceeds 30 consecutive workdays except for military leave.

n. The probationary period of an employee on military leave of absence shall be adjusted, regardless of the length of the leave.

o. Probationary employees who are removed and subsequently ordered restored to duty will resume the probationary period effective on the date of restoration.

p. The Director, SCSC, may authorize restoration to the employment eligible list from which appointed or promoted when a resignation, removal, leave of absence, furlough, or demotion is effected during an employee's probationary period.

q. **References:** *Warwood v. Lancaster County Board of Assistance*, 32 Pa. Commonwealth Court 468, 379 A.2d 135 4 (1977); Sections 603 and 804, Civil Service Act; 4 Pa. Code §§ 97.32, 97.34, 97.36, 97.37, 97.39, 105.1, 105.2, 105.4, and 105.5; *Management Directives 535.5, Use of Trainee Classes in the Classified Service and 580.11, Documentation of Classified Service Personnel Actions*; and applicable collective bargaining agreements.

3. PROCEDURES.

a. The appointing authority shall notify the probationary employee, in writing prior to the end of the probationary period, whether or not the services of the employee have been satisfactory. If the employee's performance has been satisfactory, the appointing authority shall confer regular status upon the employee. Notification requirements are as follows:

(1) Written notice of unsatisfactory completion, extensions, or reductions of probationary period must be signed by the appointing authority or a properly delegated subordinate.

(2) Written notice is required for successful completion of the probationary period and shall state the date of regular status. The performance evaluation report may be used for this notification or the appointing authority may provide other written notification.

b. Personnel actions for successful completion, extension, reduction, or adjustment of the probationary period must be reflected by the appropriate transaction on the computerized employment history file.

c. The Commission will notify appointing authorities when a probationary employee has exceeded the maximum probationary period identified in Section 2.e.

d. Appointing authorities are encouraged to establish a probationary period tracking system to preclude employees exceeding the maximum probationary period.

e. Appointing authorities with access to the SCSC's IBM AS/400 computer can find a probationary period calculator on the main menu. The "Calculation of Probationary Period End Date" item can be used to determine an employee's probationary date by entering the probationary begin date, probationary period, and hours worked/workweek.

This directive replaces, in its entirety, *Management Directive 580.8* dated April 13, 2000.

APPENDIX C

AGREEMENT

We, _____ (Husband's name) and _____ (Wife's name), the undersign, being duly sworn, do hereby state that on ___ / ___ / _____ (Month/Day/Year) being freely able to contract, we verbally expressed our intent, to each other, to enter in the relationship of husband and wife under common-law.

By verbally expressing our intent to be married, under the common law, we intend to be legally bound thereby and fully recognize of the rights, duties and obligations associated therewith.

On the day stated above we had the intent to be married. This intent was evidenced by words spoken for the purpose of establishing the relationship of husband and wife on that day. We continue to maintain the relationship of common-law husband and wife.

In consideration of this representation and my agreement to the terms and conditions below, I, (Employee) _____ request coverage under the County of Lehigh (hereinafter "County") health benefit programs for my common-law spouse, (Spouse) _____ effective with the date of this representation and in accordance with the terms of the health benefit programs as they may be revised from time to time.

In consideration for County of Lehigh extending these benefits to my common-law spouse, I agree to perform the following acts and assume the following obligations:

1. In the event the termination, divorce or dissolution of my common-law marriage is based upon a ruling that the common-law marriage was never valid pursuant to the laws of my state of domicile, I understand that I will be responsible to repay County for the benefits received and premiums paid for coverage provided to the individual represented by me as being my common-law spouse during the period of such representation. (Employee initials) _____

2. I understand that in the event such common law relationship terminates, or is dissolved, notice of such fact must be given to County promptly, and I agree to repay any benefit payments made for services received by my spouse following the termination or dissolution of the common law marriage. (Employee initials) _____

3. I understand that if a common-law spouse is or has been receiving benefit coverage, proof of dissolution or divorce of that common-law marriage must be provided before a different spouse can be added to my benefit coverage. (Employee initials) _____

We understand that the laws of the Commonwealth of Pennsylvania will govern the enforcement and interpretation of this Agreement. (Employee initials) _____, (Spouse initials) _____

We also understand that by signing this contract we are indicating that we intend to have a legally recognized common-law marriage under the laws of the state of Pennsylvania. We understand that the signing of this agreement has significant legal consequences and that we were advised to consult a lawyer before signing this agreement. (Employee initials) _____, (Spouse initials) _____

We understand that our initials at the end of each paragraph indicates that we have read the paragraph and understand our rights and obligations pertaining thereto. (Employee initials) _____ (Spouse initials) _____

Signature of employee _____ Signature of spouse _____

Date _____ Date _____

SWORN to and subscribed before me this _____ day of _____, 2000

Notary Public

Appendix D

COUNTY OF LEHIGH ADMINISTRATIVE NOTICE

| | | |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| SUBJECT: Voluntary Leave Donation | | NUMBER: 2005-2 |
| DATE OF ISSUE: November 1, 2005 | PREPARED BY: Jane M. Fischer Human Resources Administrator | BY DIRECTION OF: M. Judith Johnston Human Resources Director <i>MJ</i> |
| SCOPE OF COVERAGE: All Non-Bargaining Unit Full-Time and Regular Part-Time Employees with Two (2) or More Years of Service | | DISTRIBUTION: Department Heads, Office Heads, Bureau Chiefs, Elected Officials & Bulletin Boards |

This Administrative Notice replaces Voluntary Leave Donation Administrative Notice 96-1.

PURPOSE

To be more responsive to the needs of employees facing catastrophic medical emergencies for themselves or their family members, Lehigh County is supplementing current leave programs by establishing a voluntary leave-sharing program among employees.

VOLUNTARY LEAVE DONATION PROGRAM:

To accomplish the above goal, the County has set up a Voluntary Leave Donation Program. The Voluntary Leave Donation Program allows employees to donate a portion of their accrued vacation, accrued personal, or earned reward days to employees facing a personal or family medical emergency requiring leave beyond that covered by existing leave benefits. Leave is donated by employees in response to a specific co-worker's request.

Donated leave enables the recipient employee to personally recover or care for family members without additional financial hardship.

REQUESTING LEAVE:

1. In order to request leave, an employee must have completed two (2) or more years of full-time or regular part-time service.
2. When an employee has a personal or family medical emergency, the employee should complete a Request to Receive Donated Leave form and must provide medical certification from their doctor. This form is available in the Department of Human Resources and on the Intranet.
3. Upon completion, return the Request to Receive Donated Leave to Human Resources.
4. Human Resources will review the request form for completeness and generate a notice to be sent out requesting voluntary leave donations.

DONATING / TRANSFERRING LEAVE:

1. Employees wishing to respond to requests and donate leave should complete a Voluntary Leave Donation form, and send it to the Department of Human Resources. This form is available in the Human Resources offices and on the Intranet.
2. Both the donor and recipient employees will be notified when the transfer of donated leave has been completed.

3. Donated leave will be transferred from employees in the order in which it is submitted.
4. Once the level of days requested has been achieved, transfers will cease and donation forms will be returned to employees indicating that the number of days have been reached.

GENERAL PROVISIONS:

1. Any accident, illness or injury that the County, or a Workers' Compensation Judge, determines is covered by the Workers' Compensation Act is not eligible for leave through the Donation Program.
2. Once the donated leave is used, it is non-refundable. Unused days will be returned, on a proportional basis, to employees who donated leave.
3. When necessary, in the judgment of the County, an opinion from a second healthcare provider may be required. The second opinion will be paid for by the County. If it is determined that the employee has abused, falsified information or was otherwise not eligible for leave, the employee will be required to repay any donated leave previously used and may be subject to disciplinary action up to and including termination of employment.
4. Short-term disability, long-term disability, vacation, holidays, personal days and reward days will not accrue or be earned while using donated leave. Use of donated leave exceeding 30 days will result in the change of dates used to calculate time-laden benefits such as longevity, vacation accrual and merit increases.
5. Health benefits will continue while using donated leave.
6. All paid leaves an employee may be eligible to use must be depleted prior to receiving any donated leave.
7. If the number of days donated does not reach the level of leave days requested by the employee, no liability will exist on the part of the County to provide additional leave days in order to reach the number of requested days.
8. Donated leave will be applied as received. However, if leave is donated sporadically, such as one or two days per month, it will not be used to continue and/or extend healthcare benefits into a new month.
9. No employee or supervisor will pressure, intimidate or coerce another employee into donating leave. If this occurs, the employee or supervisor will be subject to discipline up to and including termination.
10. The Voluntary Leave Donation policy is not subject to the grievance and appeal procedures.
11. Transferred leave will be subject to all applicable taxes by the recipient employee using the leave.
12. The Department of Human Resources retains the right to interpret this policy.

COUNTY OF LEHIGH
 PAY SCHEDULE FOR 2012
 PAYSCH# 15 - PSSU MEET AND DISCUSS

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| GRADE : 41 | | | | | | | | |
| ANNUAL: | 39,957 | 41,954 | 43,992 | 45,386 | 46,717 | 48,110 | 49,587 | 51,043 |
| BIWKLY: | 1,536.80 | 1,613.60 | 1,692.00 | 1,745.60 | 1,796.80 | 1,850.40 | 1,907.20 | 1,963.20 |
| HOURLY: | 19.21 | 20.17 | 21.15 | 21.82 | 22.46 | 23.13 | 23.84 | 24.54 |
| GRADE : 42 | | | | | | | | |
| ANNUAL: | 50,960 | 53,498 | 56,181 | 57,866 | 59,592 | 61,360 | 63,211 | 65,125 |
| BIWKLY: | 1,960.00 | 2,057.60 | 2,160.80 | 2,225.60 | 2,292.00 | 2,360.00 | 2,431.20 | 2,504.80 |
| HOURLY: | 24.50 | 25.72 | 27.01 | 27.82 | 28.65 | 29.50 | 30.39 | 31.31 |
| GRADE : 43 | | | | | | | | |
| ANNUAL: | 53,518 | 56,243 | 59,010 | 60,778 | 62,608 | 64,501 | 66,435 | 68,453 |
| BIWKLY: | 2,058.40 | 2,163.20 | 2,269.60 | 2,337.60 | 2,408.00 | 2,480.80 | 2,555.20 | 2,632.80 |
| HOURLY: | 25.73 | 27.04 | 28.37 | 29.22 | 30.10 | 31.01 | 31.94 | 32.91 |

PAYSCH# 15 - PSSU MEET AND DISCUSS

APPENDIX F

DHS POLICY FOR BUSINESS USE OF PERSONAL CELL PHONES

The Department of Human Services will implement a program through which employees who personally own cellular phones can be re-imbursed for bona fide business usage of those phones in the course of official County employment.

The following policy will dictate the re-imbusement procedure for usage of personal cellular phones for official County business:

1. Caseworkers, case aides and Casework Supervisors are included in this policy. Any other DHS personnel must have the prior approval of the DHS Director in order to be eligible for any re-imbusement.
2. Charges eligible for re-imbusement include only the per call line fee and "air time" for each business related call. Monthly charges are not re-imburseable.
3. The attached form, listing documentation for each business related call, must be submitted on a monthly basis. A copy of an itemized phone bill listing all calls must accompany this submission. All forms must be submitted to the office head for approval prior to payment.
4. Any abuse of this policy will be subject to disciplinary action.

Appendix G

COUNTY OF LEHIGH ADMINISTRATIVE NOTICE

| SUBJECT | NUMBER | |
|-------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------|
| High County Reimbursement Guidelines effective 3-1-01 | 2001-3 | |
| DATE OF ISSUE | PREPARED BY | BY DIRECTION OF |
| April 20, 2001 | Thomas J. Lazorik, County Fiscal Officer | Richard O. Klotz, Director of Administration |
| SCOPE OF COVERAGE | DISTRIBUTION | |
| All Employees | Elected Officials, Department Heads, Office Heads & (Bulletin Board) | |

The following travel and miscellaneous expense reimbursement regulations have been established in order to insure that Lehigh County personnel who are required to conduct official business on behalf of the County are fully and equitably compensated for expenses.

Officials and employees travelling on official business are instructed to exercise the same care in incurring expenses that they would if travelling on personal business at their own expense. Since excessive and unnecessary travel and other expenses will not be approved or reimbursed, officials and employees are cautioned to plan their travel routes so that the minimum amount of travel will accomplish the maximum amount of business. Travelers should choose the most economical way of travel. Expenses will be approved and reimbursed only if incurred in accordance with these regulations (or Applicable Union Agreement), unless special approval is granted by the County Executive or President Judge, as applicable. All travel related expenses must be supported by original receipts, unless otherwise noted. On those infrequent occasions when documentation is not available, reimbursement will be made if the expenses are proven to be related to County business, they are reasonable and not excessive, and they are approved by the department head. The following guidelines do not apply to costs incurred by a spouse or significant other travelling with the County employee.

COUNTY VEHICLES

County vehicle use shall be in accordance with County Ordinance 1995-143.

PERSONAL VEHICLES

The use of a privately-owned vehicle is permissible if a County vehicle is not available. A mileage allowance equal to the current IRS rate (or Applicable Union Agreement) shall be paid to the employee who uses a private automobile. Only one employee shall be paid mileage regardless of the number of passengers in the automobile. Employees should carpool as much as possible. As a general rule, employees should only be reimbursed for mileage in excess of daily commuting mileage to and from their normal work site. The individual should not profit nor be penalized for working at alternate work sites on County business.

This rule is applicable to situations where employees do not report directly to their regular work site at the beginning of the day, or return to their residence from a work site other than their regular work site at the end of the day. Specific situations are to be interpreted as follows:

- (1) Where the distance between the alternate work site and the individual's residence is less than or equal to the individual's normal commuting distance, no mileage reimbursement is due;
- (2) Where the distance between the alternate work site and the individual's residence is greater than the individual's normal commuting distance, the individual will only be reimbursed for the difference in mileage;
- (3) No reimbursement is due on travel to and from lunch unless it is official County business.

DHS LOG FOR BUSINESS USE OF PERSONAL CELLULAR PHONE RE-IMBURSEMENT

DATE TIME PHONE NUMBER PERSON/AGENCY CALLED REASON FOR USE OF CELL PHONE

I certify that this is an accurate listing of calls made in the course of DHS County business.

Name Office Head Approval

Date Date

Standard reimbursable mileage (one way) between selected sites is as follows:

- Courthouse/Government Center - Cedarbrook 6 miles
- Courthouse/Government Center - Fountain Hill Annex 6 miles
- Courthouse/Government Center - Pretreatment Plant 10 miles
- Courthouse/Government Center - Salisbury Work Release 8 miles
- Cedarbrook - Fountain Hill Annex 12 miles

Additional standard mileage amounts should be established in those offices that have other frequently traveled destinations.

Approval by the County Executive or the appropriate Elected Official is necessary for the use of a rented car (not to exceed mid-size cost). Approval will be given only if this alternative is cost beneficial to the County and no other reasonable alternative is available.

Reimbursement for parking and tolls expense while traveling on County business is permissible. Receipts are necessary for all parking transactions (meter parking excluded). Toll reimbursement \$5.00 or above require original receipts.

PERSONAL VEHICLES-INSURANCE

For those employees who are required to use their personal automobiles for County business on a full time basis, the County shall reimburse the difference between personal auto insurance rates and business auto insurance rates (or Applicable Union Agreement). Employees who use their vehicles for County business on an occasional basis will not be eligible for reimbursement.

Definition of "full time basis" and "occasional basis" is to be defined by the employee's insurance carrier. The County, however, through its Office of Human Resources, may request to review the employee's auto insurance policy and related information to ensure that business rates are only being applied as appropriate. A certificate of insurance from the employee's insurance carrier and a signed statement from the employee's insurance agent (showing a breakout between personal and business rates and a representation that the listed business rates are included in the employee's current policy) will be required for reimbursement.

MEAL ALLOWANCE

Meal reimbursements (no receipts required) will be the following: breakfast - \$6.00; lunch - \$6.00; dinner - \$17.00 (or Applicable Union Agreement).

It may be difficult to meet these allowances under certain circumstances (such as traveling to certain large metropolitan areas throughout the U.S.). If an employee does travel to a high cost area and chooses to request reimbursement in excess of the stated amounts, original receipts will be required for all expenses on the trip. County Executive approval for such amounts exceeding ordinance limits is necessary prior to reimbursement. The number and cost of the meal(s), including tips, should be itemized by type (breakfast, lunch, dinner) and accompanied by supporting receipts. No claim will be allowed for the cost of alcoholic beverages. Stubs torn from the bottom of restaurant bills or manually written restaurant checks are not acceptable documentation for reimbursement. If it is not possible to obtain a receipt or it was misplaced, a note should be submitted with the travel reimbursement form explaining the circumstances.

Meals included in registration fees or provided for by another agency shall be excluded from the reimbursement allowance (a copy of the agenda showing meals included in the registration fee should be attached to the reimbursement form).

If an employee is on, or enroute to, official County business prior to, or after, the normal workday (8:00 a.m. to 4:00 p.m.) and at least 50 miles from their normal worksite, reimbursement of actual breakfast or dinner costs is available within the above guidelines.

Lunch reimbursement is allowable if the employee is required to attend an official County business luncheon or the result of overnight travel.

Documentation for meal reimbursements must include the following:

1. Date incurred
2. Name/location of serving establishment
3. Business purpose
4. Name & title of attendees for a business meeting luncheon

Employees are required to submit for reimbursement on an individual basis.

LODGING/REGISTRATION/OTHER EXPENSES

All advances for lodging/registration/other expenses will be made payable to the employee. (See additional section on Travel Advances below).

Hotel bills will be reimbursed on the basis of actual cost, not exceeding the single-room rate. Upon registration at the hotel, individuals traveling on County business should inform the hotel of their status as a local government employee (County identification should be presented) with a request for a discounted rate, if available. Miscellaneous expenses incurred while out of town on County business, such as telephone charges and postage, are reimbursable as long they are specifically identifiable as County related. Personal expenses must be segregated on all invoices and not reimbursable. Reimbursement of laundry costs is available if an employee's overnight stay involves more than four consecutive days and the employee uses an outside service while out of town.

Group registrations for conferences, seminars and meetings are permissible. Advances, receipts and evidence of attendance for group registration should be discussed with the Fiscal Office prior to travel.

Telephone charges incurred during the performance of County business are reimbursable. Employees on overnight travel may be reimbursed for one call home per day not to exceed \$5.00 per day.

TRAVEL ADVANCES

It is County policy to assist employees who are registered to travel on official business by advancing funds when necessary. All advances will be made payable to the employee who is personally responsible for the advance. It is the employees responsibility to make the travel arrangements and pay for air travel, lodging, meals and other expenditures. Travel advances will be made within a reasonable period upon receipt of a completed Request for Payment (RFP) prior to commencement of travel and will not exceed the total of the following:

- (1) 100% of documented principal transportation expense
- (2) 100% of documented lodging and registration expenses
- (3) 100% of all other estimated expenses, itemized per day

No travel advance will be issued if the employee has an outstanding advance that has not been settled. The employee will be held accountable to submit all required documentation. All advances must be settled with the Fiscal Office by turning in a Travel Reimbursement Form along with all supporting documents (including original receipts), no later than 10 days after the end of the travel period. Otherwise, a payroll deduction may be made for the entire amount of the advance. No advance will be made if expenditures are anticipated to be less than \$20.00.

AIR, RAIL, AND OTHER CARRIER TRANSPORTATION

Employees who use commercial carriers for transportation on official business are expected to obtain the lowest possible discounted rate. Where travel is made by private automobile as opposed to air, reimbursement shall be the lesser of direct route mileage to the destination at the authorized County rate and the equivalent coach class air fare which would otherwise be payable had travel been by air.

Travel one day prior to a conference or travel one day after a conference is permissible if there is time constraints or a net cost savings to the County. The net savings shall be based on the lowest-fare routing from ABE International Airport. Additional expenditures (hotel, meals, etc.) are limited to the net benefit of the lower airfare. The net cost savings must be approved prior to travel and authorized by the appropriate Department Head or Elected Official.

COUNTY TRAVEL COMBINED WITH PERSONAL TRAVEL

Employees traveling on official County business who wish to alter travel plans for personal reasons may do so upon approval by their respective Department Head or Elected Official. The traveler will only be reimbursed for those expenses which are clearly County related. Meals and lodging will be in effect only during the actual period of time spent on official County business. If personal travel is prior to County business, County business commences upon start of the conference, seminar, training, etc. If personal travel is after the conclusion of County business, personal travel begins at the time the conference, seminar, training, etc. ends.

ONE DAY CONFERENCES/SEMINARS

One day conferences/seminars should be expensed to the proper account upon submission of the RFP. One day conferences/seminars will be paid by County check to the sponsoring organization. The respective offices are responsible to ensure the scheduled event is attended or a refund is obtained if the event is unattended.

REIMBURSEMENT FOR TRAINING AND CIVIC EXPENSES

Training and Civic expenses are exempt from Purchasing procedures. In accordance with Section 801(2) of the Administrative Code, these expenses shall be recorded on a Request for Payment (RFP) to obtain reimbursement.

TRAINING/COUNTY SPONSORED ACTIVITIES - Includes meals, food items or miscellaneous supplies not exceeding \$100 purchased in association with a training event/County sponsored activity. These items supported by original receipts shall be documented and attached to the RFP. A listing of attendees shall be stated in the comments section of the RFP. Department Head approval is required.

CIVIC EVENTS - Volunteer events sponsored by the County. Expenses associated with recognition events shall be documented by original receipts and attached to the RFP. Department Head approval is required.

APPROVALS REQUIRED

Travel reimbursement forms should be approved by an individual authorized to approve vendor invoices. Individuals should not approve their own travel reimbursement form (Elected Officials excluded.)

TRAVEL POLICY ENFORCEMENT

Incomplete reports, those lacking original receipts, approvals or other documentation will be returned, delaying reimbursement.

No reimbursement will be made for expenditures incurred in violation of the travel reimbursement guidelines.

Travel reimbursement requests are monitored on a regular basis to ensure compliance to the provisions of the guidelines. Intentional misrepresentation, falsified documentation or evidence of fraud will result in disciplinary action according to County Policy.

Any questions concerning these guidelines should be addressed before travel begins to avoid confusion that could lead to non-reimbursement of expenses.

APPENDIX H

COUNTY OF LEHIGH ADMINISTRATIVE NOTICE

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| SUBJECT TUITION REIMBURSEMENT PROGRAM FOR COUNTY EMPLOYEES | | NUMBER 93-1 |
| DATE OF ISSUE MARCH 15, 1993 | PREPARED BY <i>Vickie L. Semmel</i> VICKIE L. SEMMEL, DIRECTOR, OFFICE OF TRAINING | BY DIRECTION OF <i>[Signature]</i> COUNTY ADMINISTRATOR |
| SCOPE OF COVERAGE - Full and permanent part-time employees, except those subject to Collective Bargaining Agreements, unless this specific program is included in the contract. | | DISTRIBUTION Department Heads, Office Heads, Elected Officials and All Bulletin Boards. |

This is a revision to County of Lehigh Administrative Notice Number 91-2.

INTRODUCTION:

The County of Lehigh has a major interest in developing a well-trained and more highly-skilled workforce. The County's objective is to assure that county services are provided in a cost effective manner and that the county maintains a competent employee workforce. To aid in this, the County offers a Tuition Reimbursement Program for employees. Education shall consist of all courses for credit, associate degree programs, vocational training and other certified and approved courses.

POLICY:

The Personnel Policies and procedures of the county, as adopted by the Board of Commissioners on July 22, 1981, "shall be to improve the quality of personnel services rendered to the County and to provide further development of occupational skills and knowledge to meet current and future County needs."

EMPLOYEE ELIGIBILITY AND SELECTION:

Eligibility of employees for participation in the Tuition Reimbursement Program is based on a number of factors, such as:

- At a minimum, six (6) months of continuous full-time or permanent part-time service with the County and currently employed on a full-time or permanent part-time basis.
- Seniority of the employee compared to other employees applying for financial reimbursement.
- Cost/benefit impact to the County.
- Type of education requested.
- Timeliness of the request.
- A current overall satisfactory performance evaluation.
- Relevance to employee's job.

EMPLOYEE ELIGIBILITY AND SELECTION (Cont'd.)

- Amount of financial reimbursement received from other sources.
- Demonstrated long-term commitment to the County.
- Department Heads and Elected Officials are not eligible for reimbursement.

TRAINING CRITERIA:

Training which is reimbursed by the County must meet the following criteria:

1. Job related, as determined by the Department Head.
2. Training or education which is a requirement of a degree or licensure can be approved if the specific training is related to the job.
3. The institution or facility providing the education must be approved by the County.
4. The education must be on the employee's own time.
5. A certificate of satisfactory completion, or in graded classes, a "C" or above, must be submitted in order to receive reimbursement.

FISCAL CONDITIONS:

All tuition reimbursements must meet Fiscal conditions as outlined below:

1. 100% of the cost for approved tuition reimbursement may be reimbursed as follows: 50% upon registration (with proof of payment) and 50% upon certification of successful completion; OR 100% reimbursement at the conclusion of the course (with proof of payment and certification of successful completion).
2. Individual employees may be reimbursed up to a maximum of \$750.00 per calendar year for semesters or terms so long as the amount does not exceed \$750.00 in one calendar year period.
3. Expenses to be approved, according to the tuition Reimbursement program for county Employees will be limited to: Registration Fees, Student Activity Fees, Tuition, and books.
4. Monies must be available within the account approved by the Board of Commissioners.

GENERAL CONDITIONS:

1. All employees requesting tuition reimbursement are to agree, with a written notice of intent to the county (Tuition reimbursement Program Agreement form attached) not to voluntarily terminate employment with the County for a period of one year after receipt of reimbursement monies under and pursuant to the Program. This agreement will become part of the employee's official tuition reimbursement folder and if violated by the employee, the employee agrees, upon termination, to reimburse the county for all reimbursement monies received by the employee within one year of employee's termination date.

GENERAL CONDITIONS: (Cont'd.)

2. All reimbursements must first receive approval by the Department Head prior to the start of the course. If prior approval is not received, reimbursement will not be authorized.
3. Employee must submit, in writing, the tuition Reimbursement Program Request Form, the signed tuition Reimbursement Program Agreement Form, proof of payment and certificate of successful completion.
4. Failure to satisfactorily complete courses forfeits any responsibility by the County to reimburse the employee.
5. This program does not replace fully-paid technical training authorized by the County on a short-term, time-limited basis; such as a three-day training seminar or mandated requirements.
6. All interpretations of this program rest with the County Administrator whose decision shall be final.
7. Determinations regarding eligibility are not grievable under the Grievance/Appeal system.
8. Once a year, during the budget process, the county Administrator will report to the county Executive and Board, actions pursuant to this program.
9. All eligible employees may apply for tuition reimbursement except those covered by a Collective Bargaining Unit; unless, through collective Bargaining Agreements, this specific program is included in the current contract.
10. This program is effective on the date of release. Current training or training received prior to this date is not reimbursable under the program.

GUIDELINES FOR PREPARATION, SUBMISSION AND PAYMENT:

1. Employee requests for tuition reimbursement (Tuition reimbursement Program Request form attached) are to be forwarded through supervisors to the Department Head for selection and approval. The request must provide all details related to the course, content, cost, location, time, job-relatedness, etc. and include a signed "Agreement" (Tuition Reimbursement Program Agreement form).
2. All requests for tuition reimbursement must be submitted by the Department Head to the Office of Training with all comments by the immediate supervisor and Department Head, prior to the start of the course.
3. Copies of approved requests are to be retained by employees and submitted, upon completion of the training, with the request for reimbursement, to the Office of Training.

REQUESTING REIMBURSEMENT:

Employees completing the course and approved for reimbursement, are to submit proof of payment for expenses approved on the tuition Reimbursement Program Request form and supply a certificate of successful completion for the educational endeavor, to the Office of Training for processing through the Office of Fiscal to accomplish reimbursement.

APPENDIX I

DEPARTMENT OF HUMAN SERVICES
ADMINISTRATIVE NOTICE

| | | | | | |
|--------------------|---------------------------------------------------|---------------|-----------------------------------------------------------------------|------------------|----------------------------------------------------|
| SUBJECT: | Submission of Tuition Reimbursement Request Forms | NUMBER: | 97-1 | | |
| DATE OF ISSUE: | January 6, 1997 | PREPARED BY: | <i>Dolores Stanton</i> Dolores Stanton, Personnel Administrator | BY DIRECTION OF: | <i>John Stoffa</i> John Stoffa, DHS DIRECTOR |
| SCOPE OF COVERAGE: | All Departmental Positions | DISTRIBUTION: | All Personnel | | |

PURPOSE:

To provide DHS personnel with instructions for submission of tuition reimbursement request forms.

DEFINITION:

Procedure to follow when submitting tuition reimbursement forms to the County Office of Training.

GENERAL PROVISIONS:

1. The tuition reimbursement Program Request Form must be completed in full by the employee. This form is available from the Office of Training.
2. The tuition Reimbursement Program Agreement must be completed by the employee. This form is available from the Office of Training.
3. All provisions of Administrative Notice 93-1, tuition Reimbursement Program for county Employees, must be followed, including the course work being "job related." This is available from the Office of Training.
4. A copy of the course description from the college catalog must be attached to the above referenced forms.
5. The tuition Reimbursement Program Request Form must be approved by the office head, manager, and/or supervisor in the area designated for this signature. Approval procedures may vary from office to office.
6. The forms and accompanying information must be submitted to the DHS personnel administrator.
7. The DHS director must sign the form in the area designated for the signature of the department head. No other signatures shall be placed in this area.
8. Employees shall consider this process in order to submit forms in a timely fashion so that approvals can be secured prior to the start of the course requested.
9. Any questions may be directed to the DHS personnel administrator.

COUNTY OF LEHIGH

Tuition Reimbursement Program

Agreement

I am a full time/permanent part-time employee of the County of Lehigh and I have applied for tuition reimbursement under and pursuant to the Lehigh County Tuition Reimbursement Program (the "Program"). I have read and understand the "Program" description and I understand that if I voluntarily terminate my employment with the County of Lehigh within one (1) year of the date of receipt of any reimbursement monies under and pursuant to the "Program", I am obligated to repay all such monies to the County of Lehigh.

Accordingly, in order to induce the County of Lehigh to act favorably on this Application, with intent to be legally bound, I hereby agree that if I voluntarily terminate my employment with the County of Lehigh within one (1) year from the date of receipt of any reimbursement monies under the "Program", I will forthwith repay to the County of Lehigh all such monies. If not already repaid to the County of Lehigh, monies may be deducted from any paycheck(s) or retirement plan or other funds which may be due to me by the County of Lehigh at or after the date of my voluntary termination of employment with the County of Lehigh.

AGREED:

Name of Employee Data

Date

Date _____

TUITION REIMBURSEMENT PROGRAM REQUEST FORM

Employee Name _____ Job Classification _____

Social Security Number _____ Appointment Date to County _____

Department _____ Office _____

Training Source (Name & Address) _____

Training Site _____

Effective Date _____ Termination Date _____

Training Title & Description: _____

Description of Duties: _____

Relevancy of Training: _____

| | | |
|--------|----------------------|-------|
| Costs: | Registration Fee | _____ |
| | Student Activity Fee | _____ |
| | Tuition | _____ |
| | Books | _____ |
| | TOTAL | _____ |

Office Head/Supervisor: () Approved () Not approved

Comments: _____

Signature Date

Department Head: () Approved () Not Approved

Comments: _____

Signature Date

Director of Training: _____
Signature Date

This Request Form must be submitted to the Office of Training prior to the start of training.

APPENDIX J

CONDITIONS FOR CWEL PARTICIPATION

1. Employees must have a minimum of two (2) years of employment at LCOCYS in order to be approved for educational leave under CWEL.
2. Employees must have a minimum of "satisfactory" in all areas of their most recent performance evaluations. Exceptions to this may be made by approval of the DHS director.
3. During the school year, a total of five (5) employees will be approved for educational leave under CWEL. Of these, four (4) will be members of the bargaining unit.
4. Employees must provide notice of intent to apply for CWEL to the OCYS director by April 15th of each year.
5. Employees approved for CWEL will be paid at 95% of the pay rate they received at time of departure for the duration of the educational leave.
6. Employees will receive no increments of any type for the duration of the educational leave (e.g., step increase, general pay increase).
7. Employees will not lose nor accrue seniority, vacation, sick leave, etc., for the duration of the educational leave.
8. Employees approved for CWEL will receive 100% of fringe benefits (health insurance, cancer insurance, life insurance, pension, prescription plan) they received at time of departure for the duration of the educational leave.
9. Employee will return to work at OCYS during any period that the school is in recess for more than fifteen (15) days. Return to work shall be on the first work day after such recess begins. No additional compensation or accrual will be granted for this period.
10. Full time substitutes from the SCSC list will be hired as replacements for the duration of the educational leaves. These employees will be in the bargaining unit, have seniority rights, and can apply for permanent positions as available.
11. At the completion of the educational leave, the employee will return to OCYS to complete a period of employment two times the amount of time of the educational leave. A position comparable to the one the employee left will be made available to the employee when s/he returns. The parties agree to abide by the collective bargaining agreement for other provisions of return.
12. Upon return, the employee's salary will be adjusted according to the current pay scale. The employee's anniversary date for the purposes of merit increments will be adjusted to reflect the period of the leave.
13. If an employee is terminated from employment by the County during the period of work commitment, s/he will be responsible for making repayment of all funds paid through CWEL including salary and fringe benefits.
14. If an employee fails to complete the educational program, meet school requirements, or fails to complete the work commitment, s/he will be responsible for making repayment of all funds paid through CWEL including salary and fringe benefits.
15. Any determination of "hardship" regarding continuation of education or repayment will be made by the University of Pittsburgh.

The above conditions constitute management and union meet and discuss understandings and intent regarding the CWEL program. The interpretation of these conditions and the application of the CWEL program is reserved as a management right and is not subject to the grievance procedure unless specifically addressed in the formal collective bargaining agreement.

**COUNTY OF LEHIGH
ADMINISTRATIVE NOTICE**

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| SUBJECT: TERMS OF EMPLOYMENT AND BENEFITS RELATING TO WORKERS' COMPENSATION | | NUMBER: 2007-2 |
| DATE OF ISSUE: October 1, 2007 | PREPARED BY: Jane M. Fischer HR Administrator | BY DIRECTION OF: Thomas S. Muller Director of Administration |
| SCOPE OF COVERAGE: All Full-Time and Regular Part-Time Employees except those subject to Collective Bargaining Agreements, unless this specific program is included in the contract. | | DISTRIBUTION: Department Heads, Office Heads, Elected Officials & Bulletin Boards |

Administrative Notice 2007-2 revises and replaces Administrative Notice 2002-04.

A. Employment and Benefits Relating to Workers' Compensation:

1. Effective October 1, 2007, an employee that does not return to full-duty work within twelve (12) months from the commencement of leave for illness or injury, which is compensable under Workers' Compensation shall be terminated. In addition, all loss time and modified-duty time due to a work-related injury will be calculated toward the twelve-(12) month period. The twelve-(12) month period may be extended if medical circumstances warrant it as determined by the Department Director and the County Human Resources Officer.
2. Effective October 1, 2007, an employee currently receiving Workers' Compensation benefits shall not be entitled to receive County sponsored health insurance benefits if the employee has not returned to full-duty work within twelve (12) months from the commencement of their leave. Qualified employees hired prior to January 1, 1987, shall retain their eligibility for health benefits if terminated.
3. Return to work shall mean an employee's actual return to full-duty work for a period of ninety (90) consecutive calendar days without absences caused by or related to the work injury. If the employee does not return to full-duty work for ninety (90) consecutive calendar days, the leave time preceding their return will be counted toward the twelve-(12) month period.
4. The County shall continue to pay for reasonable and necessary medical expenses related to the work-related injury as required under the Pennsylvania Workers' Compensation Act.

C. Use of Disability Leave and/or Workers' Compensation Leave:

1. It will remain the policy of the county to compensate an employee out of work as a result of an alleged work-related injury for up to seven (7) calendar days, if the employee has accrued sufficient disability leave days.
2. If the injury is determined by the County to be compensable and work-related, compensation to an employee out of work fourteen (14) calendar days or more will be provided through the Workers' Compensation program, retroactive to the date of injury. The employee in this category will be responsible for repaying any disability leave compensation paid during the first seven (7) days of the work-related injury to avoid a duplication of compensation.
3. If the injury is determined to be compensable, work-related and the employee has been out of work fewer than fourteen (14) calendar days, compensation will be provided through the Workers' Compensation program, retroactive to the eighth calendar day out of work.

D. Health Care Insurance Benefits:

The employee, while out-of-work due to a work-related injury, will be expected to continue to pay the healthcare payroll deduction portion of all health insurance benefits. The employee will receive an invoice from Human Resources and payment is due upon receipt of the invoice. If the employee's payment is not made in a timely manner, the employee's health insurance benefit coverage will cease, upon 15 days written notice to the employee.

ACTION REQUIRED:

Inform all employees of this notice and post on office bulletin board.