

LANCASTER COUNTY COMMISSIONERS' MEETING

AGENDA

NOVEMBER 23, 2016

9:15 a.m.



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Dennis Stuckey.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of October 26, 2016 Commissioners' Meeting Minutes and November 2, 2016 Commissioners' Meeting Minutes. Postpone approval and November 16, 2016 Commissioners' Meeting Minutes.
4. Old Business:
 - a. **Re-announcement:**
A Special County Commissioners' Meeting will be held on Tuesday, November 29, 2016 at 6:00 p.m. at the Lancaster County Government Center, 150 North Queen Street Annex, first floor conference room, for the purpose of discussing the proposed 2017 County budget. Public participation is invited.
5. New Business:
 - a. **Resolution No. 87 of 2016 - Work Session and Commissioners Meeting Dates for 2017**
Robert Still, Chief Clerk
 - b. **Resolution No. 88 of 2016 * Budget on table**
Maggie Weidinger, Director of IT and Budget Services
Mike Sload, Deputy Director of Budget Services
Angelina Piazza, Budget Analyst, Budget Services
Matt Luciani, Assistant Accounting/Auditing Manager, Controller's Office
 - c. **Facilities Management – Professional Services**
Charles Douts, Director, Facilities Management

"continued"

November 23, 2016 Commissioners' Meeting Agenda

- d. **Purchasing Department and Property Assessment – Temporary Employees**
James Fasnacht, Senior
John Mavrides, Director of Property Assessment
- e. **Human Resources- Discuss Labor Agreement**
William Peters, Director, Human Resources
- f. **Court Reporter- Agreement**
Lisa Miller, Director
Rhonda Adams, Supervisor
- g. **Behavioral Health/Developmental Services – Amended Agreements**
Lawrence George, Executive Director, Behavioral Health/Developmental Services, or
Judy Erb, Deputy Director of Administration, Behavioral Health/Developmental Services

6. Business from Guests

7. Adjourn

RESOLUTION NO. 87 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

BE IT FURTHER RESOLVED, That the County Commissioners' Work Sessions be held each Tuesday of the year 2017 at 10:00 a.m. in the County Commissioners' Public Meeting Room (Room #701), Lancaster County Government Center, 150 North Queen Street, Lancaster, Pennsylvania, **except for the Tuesdays listed below**. Also, if there are delays in the opening of County Offices due to weather conditions, the County Commissioners' Work Sessions will be canceled on these days.

Tuesday, February 28, 2017
Tuesday, March 28, 2017
Tuesday, May 16, 2017
Tuesday, July 4, 2017
Tuesday, July 25, 2017
Tuesday, August 8, 2017
Tuesday, November 7, 2017
Tuesday, November 21, 2017

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, That the County Commissioners' Meetings be held each Wednesday of the year 2017 at 9:15 a.m. in the County Commissioners' Public Meeting Room (Room #701), Lancaster County Government Center, 150 North Queen Street, Lancaster, Pennsylvania, **except for the Wednesdays listed below**. Also, if there are delays in the opening of County Offices due to weather conditions, the Commissioners' Meetings will be canceled on these days.

Wednesday, March 1, 2017
Wednesday, March 15, 2017
Wednesday, May 17, 2017
Wednesday, June 21, 2017
Wednesday, July 26, 2017
Wednesday, August 9, 2017
Wednesday, September 13, 2017
Wednesday, November 8, 2017

BE IT FURTHER RESOLVED, That evening County Commissioners' Meetings will be held on the following dates:

Wednesday, March 15, 2017 at 7:00 p.m. at Mountville Borough Municipal Building, 21 East Main Street Mountville, Pennsylvania.

Wednesday, June 21, 2017 at 7:00 p.m. at East Lampeter Township Public Meeting Room, 2250 Old Philadelphia, Lancaster, Pennsylvania.

Tuesday, September 12, 2017 at 7:00 p.m. at Elizabeth Township 423 South View Drive, Lititz, Pennsylvania.

BE IT FURTHER RESOLVED, That a copy of this resolution shall be prominently posted in the County Commissioners' Office, and that the above information be published in a newspaper of general circulation, which is in accordance with State guidelines.

RESOLUTION NO. 88 OF 2016
COUNTY BUDGET FOR 2017

Copy will be available at the County Commissioners' Meeting November 23, 2016.

11/23/2016

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Facilities Management Department, to approve the following:

- Agreement With:** Greenfield Architects Ltd.
Lancaster, Pennsylvania

Purpose: To provide professional services to prepare plans for remodeling and reprogramming of the fifth, six and seventh floors of the Courthouse.

Scope of Services: Includes schematic design, design development, construction documents, and construction administration. Soft cost is \$96,500.00 includes Lancaster City plan review, inspections, coping and architectural reimbursable expense. Exploratory masonry investigation to the exterior brick façade on the sixth and seventh floors is included in the soft cost. The project incorporates mechanical, electrical, and plumbing replacement throughout the building and exterior masonry repairs.

Amount/Term: Not to exceed \$1,326,891.00 through completion of project.

11/23/2016

This completed document must be submitted to the Chief Clerk by **9:00 am** the **Wednesday** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Charles Douts
 Department: Facilities Management
 Date: November 15, 2016

Board Action Requested:

(Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Professional Services Agreement

Provider Information: (Name, Address):

Greenfield Architects Ltd.

1853 William Penn Way

Lancaster, PA 17601

Proposed Program Budget Information:

Service	2016 Amount to be Approved	2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Professional Services	\$1,326,891				Bond Fund

Term of Contract:

Budget Comments:

Program Information:

The County of Lancaster desires to engage Greenfield Architects to prepare plans for remodeling and reprogramming of the fifth, six, and seventh floors of the Courthouse. The scope of services includes schematic design, design development, construction documents, and construction administration. Included is \$96,500 for soft costs which includes items such as Lancaster City plan review, inspections, certifications, copying and architectural reimbursable expense. Exploratory masonry investigation to the exterior brick façade on the sixth and seventh floors is included in the soft costs.

The project incorporates mechanical, electrical and plumbing replacement throughout the building and exterior masonry repairs.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

23

November 22, 2016

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Charles E. Douts, Jr., Director, Facilities Management Department.
 Frank Fox and Tom Marcinkoski, Greenfield Architects

COST PROPOSAL:

**County of Lancaster
Cost Proposal for
Lancaster County Courthouse
Renovation and Fit-Out Services**

Success
by design

Prepared by:



**Greenfield Architects Ltd.
1853 William Penn Way
Lancaster, PA 17601
717-293-4475
www.greenfieldarchitects.net**

Date: November 10, 2016

Proposal-Lancaster County Courthouse Renovations & Fit-Out

I. PROJECT OVERVIEW:

- 1) The project is comprised of several phases of architectural, interior design, mechanical, electrical, plumbing and fire protection engineering design. The design services will be completed by Greenfield Architects and JDB Engineering.
 - o Infrastructure Renovations:
 - a. Design new Mechanical, electrical, and plumbing systems backbone throughout the existing 'Annex' and terminate the connecting infrastructure at the existing Old Courthouse mechanical room. System designs will follow the requirements of the current building codes.
 - b. Include miscellaneous architectural services for space allocation related to new duct shafts, mechanical/electrical closets and emergency generator relocation and replacement of architectural elements affected by the infrastructure renovations.
 - o Programming and Office Fit-Out for the 5th, 6th, & 7th floors.
 - a. Space Programming of various court related departments, to be determined by the court officials and including, but not limited to District Attorney, Court Administration, Court Reporters, etc.
 - b. Design the renovation/fit-out of approximately 58,000 square feet of office space, including associated public restrooms. Designs will utilize the requirements of the current building code and the Americans with Disabilities Act.
 - o Replacement of curtainwall windows and exterior remediation of masonry at the 6th and 7th floors.
 - a. Design and detail the window renovations to utilize energy efficient curtainwall window systems to replace the existing window system; select the appropriate glazing system which meets or exceeds the current energy code requirements.
 - b. Analyze the existing masonry-carrying structural system at the existing façade and observe the conditions unearthed by selective demolition/discovery performed by the Owner's masonry restoration consultant at prescribed locations. Detail the recommended structural solutions and integrate the necessary moisture-mitigating walls system design.

Proposal-Lancaster County Courthouse Renovations & Fit-Out

- 2) The space shall be located in Lancaster County's Courthouse Annex Building located at 50 N. Duke St., Lancaster, PA. The infrastructure renovations will occur throughout the existing 'Annex' (the 1970's structure) and the office renovations and fit-out will be located on the 5th, 6th and 7th floors of the high-rise Courthouse 'Annex'.
- 3) The schedule anticipates the start of design in January 2017. The completion of construction documents and public bidding will occur by the end of the fourth quarter of 2017 with construction commencing in early 2018. Owner Occupancy is projected by early 2019.

II. BASIC SERVICES

A. PHASE 1 – Schematic Design Phase

- 1) Review existing site and facility documentation by A/E design team, including field review of existing building conditions as necessary.
- 2) Conduct two (2) program meeting with appropriate court/department directors and Lancaster County's facility department to ascertain the new program requirements by updating the previous Master Plan program developed by Greenfield Architects.
- 3) Develop a space plan of the fifth, sixth and seventh floor area based upon the revised space program. The space plan shall include space allocations for office systems furniture, hard wall partitions for offices, conference rooms, etc.
- 4) Confirm the building-wide utility requirements for the domestic water, sanitary drainage, storm drainage, sprinkler, mechanical system, electrical service, power and distribution. Develop a design and construction phasing strategy to implement the proposed infrastructure renovations.
- 5) Conduct three (3) schematic design meetings with the project team and the owner's project representatives.
- 6) Conduct preliminary building code review.
- 7) Structural Design - Determine the appropriate structural remediation for the steel support failures that are causing masonry veneer cracks on the west building elevation. Discovery methods shall be through owner-provided masonry restoration consultants.

Proposal - Lancaster County Courthouse Renovations & Fit-Out

This may include but is not limited to use of high lifts and removal of masonry to observe existing conditions by Architect and Engineer.

- 8) Prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. Greenfield Architects cannot and does not warrant or represent that the cost estimate will not vary from competitive pricing.

B. PHASE 2 - Design Development Phase

- 1) Prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to the architectural, interior design, mechanical and electrical systems, materials and such other elements as may be appropriate.
- 2) Prepare engineering design calculations for the Mechanical, Electrical, Plumbing and Systems; including layouts of the systems.
- 3) Conduct four (4) design development meetings with the project team and the owner's project representatives.

C. PHASE 3 - Construction Document Phase

- 1) Prepare construction documents and project manual/specifications of approved design development plans. This shall include demolition plans/notes of any existing structures, floor plans, elevations, wall sections, details and schedules needed to set forth in detail the Architectural, Interior Design, Mechanical, Electrical, Plumbing, and Fire Protection construction requirements for the project.
- 2) Drawings shall be produced on 36" x 42" sheets in an AutoCad format.
- 3) Conduct two (2) construction document coordination meetings with project team and owner's project representatives.
- 4) Conduct one final review meeting with project team and owner's project representatives.

Proposal-Lancaster County Courthouse Renovations & Fit-Out

- 5) Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. (Does not include Review/Permit Fees)
- 6) Correspond in writing to local building official regarding any permit issues and/or questions etc.

D. PHASE 4 - Bidding Phase

- 1) Assist the owner in the preparation of the necessary bidding information.
- 2) Conduct pre-bid conference.
- 3) Respond to RFI's (Request for information) from bidders to clarify or interpret construction documents.
- 4) Assist owner in reviewing bids.
- 5) Assist owner in reviewing alternates and/or substitutions proposed by bidders.

E. PHASE 5 -Construction Administration/Shop Drawings

- 1) Review and process submittals including, shop drawings, project data and samples.
- 2) Provide written interpretations and decisions relating to the contract documents.
- 3) Prepare change orders and construction change directives, with supporting documentation, if deemed necessary.
- 4) Provide Site Visits and attend owner/contractor meetings throughout construction to become familiar with the progress and quality of the work completed and to determine in general, if the work when complete will be in accordance with the contract documents (Includes (12)-(15) twelve to fifteen architectural site visits, and (12)-(15) twelve to fifteen MEP/FP visits.)
- 5) Review and certify the Contractors Application for Payment.
- 6) Conduct substantial completion and final completion review.

Proposal-Lancaster County Courthouse Renovations & Fit-Out

III. FEES

A. Schematic Design, Design Development, Construction Documents and Construction Administration:

Infrastructure Renovations

- Architectural-.....\$39,800
- MEP/FP-.....\$269,390

5th, 6th and 7th Floor Fit-Out/Toilet Room Renovations

- Architectural-.....\$455,076
- MEP/FP-.....\$397,760

6th and 7th Floor Window/Masonry Remediation

- Architectural/Structural-.....\$68,365

Summary of Professional Services

- Sub Total-Architectural Lump Sum Fee of.....\$563,241
- Sub Total-MEP/FP - Lump Sum Fee of\$ 667,150
- Total for all Disciplines..... \$1,230,391*

B. Other Conditions/Assumptions:

1. *The above fees do not include reimbursable expenses. Please note that printing in-house by GAL is not charged.*

IV. ADDITIONAL SERVICES

A. Additional Services for Architectural.

- 1) Fees shall be computed on a lump sum or a time and material basis per the following rates.
 - a) Principal: \$237/Hour
 - b) Project Architect/Manager: \$157/Hour
 - c) Senior Designer: \$125/Hour
 - d) Designer: \$106/Hour
 - d) Senior Draftsperson: \$92/Hour
 - e) Draftsperson: \$69/Hour
 - f) Administrative Support: (not charged)

B. Additional Services for Consultants

- 1) See attached Appendix for Rates. Fees shall be computed on a lump sum basis or on a time and material basis, plus a multiplier of 1.1

V. REIMBURSABLE EXPENSES

A. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's employees and consultants in the interest of the project, as identified in the following clauses:

- 1) Expenses of transportation and parking in connection with the project; expenses in connection with out-of-town travel (airplane flights) and fees paid for securing approval of authorities having jurisdiction over the Project.
- 2) Expense of printing and reproductions, postage and handling of drawings, specifications and other documents. Expense of renderings, models and mock-ups requested by the owner.
- 3) For Reimbursable Expenses as described above, the compensation shall be computed as a multiple of 1.1 times the expense incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

IV. SERVICES NOT INCLUDED

- A. Geotechnical Engineering
- B. Civil Engineering / Land Development.
- C. Site Survey.
- D. Furnishings, fixtures and equipment selection other open office systems furniture.
- E. Extra time and expense involved in changes required by the enactment of or revision of codes, laws, or regulations subsequent to the preparation of completed services, or changes requested by the Owner which deviate from the reference drawings.
- F. Extra time and expense involved in revisions to previously reviewed and approved drawings and specifications or other documents when such revisions are inconsistent with previous review approvals, or instructions previously given by the Owner, including revisions made necessary by adjustment to the project budget, or on site conditions uncovered during construction.

Proposal-Lancaster County Courthouse Renovations & Fit-Out

- G. Investigation, advisement and handling of hazardous materials; radon, asbestos or other on site materials.
- H. Permits and approval fees, and impact fees charged by required jurisdictions and municipal authorities including fees charged by D.E.P.
- I. Record drawings showing final locations and dimensions of buildings utilities.
- J. Acoustical engineering.
- K. Preparation and assistance in requests for variances from applicable authorities and jurisdictions required or requested by the Owner, or the Contractor.
- L. Design of specialty systems and equipment,
- M. Value Engineering or drawing/specification revisions associated with value engineering.

APPENDIX TO COST PROPOSAL:

**County of Lancaster
Appendix to Cost Proposal for
Lancaster County Courthouse
Renovation and Fit-Out Services**

Success
by design

Prepared by:



**Greenfield Architects Ltd.
1853 William Penn Way
Lancaster, PA 17601
717-293-4475
www.greenfieldarchitects.net**

Date: November 10, 2016

**JDBE STANDARD
2016 RATE SCHEDULE**



jdb engineering, inc.

Engineer IV	\$ 184.00/Hr.
Engineer III	\$ 154.00/Hr.
Engineer II	\$ 133.00/Hr.
Engineer I	\$ 118.00/Hr.
Designer V	\$ 157.00/Hr.
Designer IV	\$ 139.00/Hr.
Designer III	\$ 125.00/Hr.
Designer II	\$ 110.00/Hr.
Designer I	\$ 90.00/Hr.
Registered Surveyor with Electronic Equipment	\$ 158.50/Hr.
Registered Surveyor	\$ 127.00/Hr.
Surveyor	\$ 106.00/Hr.
Survey Technician II with Electronic Equipment	\$ 98.00/Hr.
Survey Technician II	\$ 65.50/Hr.
Survey Technician I	\$ 55.50/Hr.
Technician IV	\$ 90.00/Hr.
Technician III	\$ 77.00/Hr.
Technician II	\$ 67.00/Hr.
Technician I	\$ 57.00/Hr.
Intern	\$ 43.00/Hr.
Administrative Assistant	\$ 67.00/Hr.
Clerical	\$ 57.00/Hr.
Consultants	1.1 x Cost
Computer Aided Design/Drafting (Computer Time)	\$ 8.00/Hr.

Pennsylvania Office
3687 Concord Rd
York, PA 17402
717.757.5602

Maryland Office
225 International Cir
Suite 102
Hunt Valley, MD
410.771.3433

Virtual Office
www.jdbengineering.com

Reimbursable Expenses:

1. Material charges for such items as postage, travel expenses, lodging, meals, telephone toll charges, out of house printing and reproduction, etc., will be billed at our cost.
2. The cost of permits or approvals from any governmental offices, authorities or utility applications, as required for the Professional Services, will be billed at our cost.
3. In-house printing and reproduction costs will be billed at the standard commercial rates.
4. Note: Engineer indicates a licensed Engineer.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and Property Assessment to approve the following:

1. **Agreement With:**

CareersUSA
Exton, Pennsylvania

Purpose:

To provide three (3) Field Data Collectors and three (3) Clerical/Data Entry temporary employees for the duration of services needed is a total of twelve (12) month with an option of an additional one, two or three months.

Amount/Term:

\$189,354.50, term of only one (1) year, from January 1, 2017 through December 31, 2017

11/23/2016

This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR
CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Jim Fasnacht, Senior Buyer
 Department: Purchasing
 Date: 11/16/16

Board Action Requested:

(Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Award – IFB #16-013

Provider Information: (Name, Address):

CareersUSA

123 West Lincoln Highway

Exton PA 19341

Proposed Program Budget Information:

Service	2017 Amount to be Approved	2014-2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Temporary Employees	\$189,354.50	\$403,600.16	(\$187,508.84)	(32%)	

Term of Contract: January 1, 2017 - Dec. 31, 2017

Budget Comments:

Program Information:

Description of Service: The staffing agency is to provide three (3) Field Data Collectors and three (3) Clerical/Data Entry employees. Duration of services needed is a total of twelve (12) months with an option of an additional one, two, or three months.

This IFB is for a term of only one (1) year. The price decrease represents the fact that in addition to the shorter contract term, there is one (1) less person required and less hours needed. However the mark-up price per hour has increased from 29.5% to 55%.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
1	YES		NO	

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

Date you would like the County Commissioners'

To take official action on this item?:

Wednesday, November 23, 2016

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

John Mavrides, Dir. Of Property Assessment
Jim Fasnacht, Senior Buyer

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

John Mavrides, Dir. Of Property Assessment
Jim Fasnacht, Senior Buyer

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster Board of Commissioners approval of Teamsters Local Union No. 771 Lancaster County First Level Supervisors Meet & Discuss Labor Agreement for the period November 23, 2016 through December 31, 2018 in accordance with the terms and conditions of the Agreement.

11/23/2016

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: E. William Peters/Director of Human Resources
 Department: Human Resources
 Date: November 15, 2016

Board Action Requested:
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)
 Teamsters Local Union No. 771 Court First Level Supervisors
 November 23, 2016 – December 31, 2018 Agreement

Provider Information: (Name, Address):

Proposed Program Budget Information:

Service	2016-17 Amount to be Approved	2015-2014 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)

Term of Contract: November 23, 2016 – December 31, 2018

Budget Comments:

Program Information/Description of Service:

The County of Lancaster and Teamsters Local Union No. 771 concluded First Level Supervisors Meet and Discuss contract discussions October 18, 2016. The Unit ratified the agreement November 22, 2016.

^{TWO}
 The ~~two~~ (2) years agreement for the exempt supervisory employees in the Adult and Juvenile Probation offices and Domestic Relation office adjusted the start rates for these exempt position to be consistent with the new Fair Labor Standards Act Overtime rule (\$47,476 annually); adjusted current employees base wages by \$2,437.50 effective with the B.O.C. approval of the agreement and \$1,462.50 effective 1/1/2018. Annual wage increases and benefits continue to be per County policies. Increased the maximum rate by 3.59% from \$68,172 to \$70, 620.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

Date you would like the County Commissioners' To take official action on this item?:

November 23, 2016

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

E. William Peters/ Director of Human Resources

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Sue Lao/Deputy Director of Human Resources

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings. Exceptions to this deadline must be approved by the County Administrator.

LANCASTER COUNTY COMMISSIONERS

and the

COURT FIRST LEVEL SUPERVISORS

MEET AND DISCUSS UNIT

TEAMSTERS LOCAL UNION #771

2017 – 2018

Updated 11/15/2016

TABLE OF CONTENTS

	<u>Page</u>
Preamble <i>AGREED</i>	1
Article 1. Recognition <i>AGREED</i>	1
Article 2. Membership and Deductions <i>AGREED</i>	1
Article 3. Hours of Work <i>AGREED</i>	2
Article 4. Seniority <i>AGREED</i>	3
Article 5. Layoff <i>AGREED</i>	3
Article 6. Job Posting <i>AGREED</i>	3
Article 7. Grievance <i>AGREED</i>	4
Article 8. Work Rules <i>AGREED</i>	4
Article 9. Nondiscrimination <i>AGREED</i>	4
Article 10. Subcontracting <i>AGREED</i>	4
Article 11. Stewards <i>AGREED</i>	4
Article 12. Union Business <i>AGREED</i>	5
Article 13. Health and Safety <i>AGREED</i>	5
Article 14. Personnel Records <i>AGREED</i>	6
Article 15. Leaves of Absence <i>AGREED</i>	6
Article 16. Medically Related Examinations <i>AGREED</i>	7
Article 17. Training Programs <i>AGREED</i>	7
Article 18. Dependent Care Assistance Program <i>AGREED</i>	7
Article 19. Travel Expenses <i>AGREED</i>	7
Article 20. Clothing Allowance <i>AGREED</i>	7
Article 21. Sick Leave <i>AGREED</i>	8
Article 22. Personal Leave <i>AGREED</i>	9

Article 23. Workers’ Compensation *AGREED*9
Article 24. Bereavement Leave *AGREED*.....9
Article 25. Jury Duty *AGREED*.....9
Article 26. Vacations *AGREED*9
Article 27. Holidays *AGREED*11
Article 28. Insurance Benefits *AGREED*11
Article 29. Pension *AGREED*.....13
Article 30. Overtime *AGREED*13
Article 31. Parking *AGREED*.....13
Article 32. Wages *AGREED*13
Article 33. Tuition Reimbursement *AGREED*14
Article 34. Definitions *AGREED*.....14
Article 35. Savings *AGREED*15
Article 36. Contract Term *AGREED*15
Article 37. Management Rights *AGREED*.....15
Article 38. Complete Agreement *AGREED*.....17
Article 39. Bilingual Pay *AGREED*17
APPENDIX “A” *AGREED*18

**LANCASTER COUNTY COMMISSIONERS
COURT FIRST LEVEL SUPERVISORS MEET AND DISCUSS UNIT
2017 - 2019 Agreement**

Preamble *AGREED*

This Agreement entered into by the Lancaster County Commissioners (hereinafter referred to as the "County") and Teamsters Local Union #771, affiliated with the International Brotherhood of Teamsters, of Lancaster, Pennsylvania (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the County and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and hours of work and other terms and conditions of employment only insofar as such are not reserved by law to the Court of Common Pleas of Lancaster County (hereinafter referred to as the "Court").

Article 1. Recognition *AGREED*

The Union is recognized as the exclusive representative of a unit of employees within the following classifications for the purposes of meeting and discussing, as established by the certification of the Pennsylvania Labor Relations Board, Case No. PERA- R-16-77-E signed, dated and mailed June 20, 2016: All full-time and regular part-time professional first level supervisors who are directly involved with and necessary to the functioning of the courts and who are hired, fired and directed by the courts including but not limited to probation officer supervisors, enforcement supervisors, case management services unit supervisors, specialty courts coordinators and conference unit supervisors; and excluding management level employees, supervisors above the first level, confidential employees and guards as defined in the Act.

Article 2. Membership and Deductions *AGREED*

Section 2.1. *AGREED* Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall maintain his/her membership in the Union. An employee may, however, resign from the Union within fifteen (15) days prior to the expiration date set forth in this Agreement or any time after the expiration and prior to a new agreement. However, such employee shall be required to pay his/her fair share of dues as calculated by Teamsters Local Union No. 771, written notice must be served upon Teamsters Local Union 771, 1025 North Duke Street, Lancaster, PA 17602, and to the County.

Section 2.2. *AGREED* The County agrees to deduct the Union membership dues, membership initiation fees, and an annual assessment, if any, 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 County by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union during the month following the deduction from the employee's payroll. The County shall deduct and pay the amounts certified

by the Union one time per month. The Union shall indemnify and hold the County harmless from any and all liability which may result from dues deductions under this Article.

Section 2.3. *AGREED* Employees may designate from credit unions and deferred compensation plans approved by the County. The County may establish rules, procedures and forms which it deems necessary for payroll deductions for such purposes.

Section 2.4. *AGREED* The Employer and the Union agree that non-union members of the meet and discuss unit shall be subject to a Fair Share contribution pursuant to Pennsylvania Act 399 of 1993 (SB 399 and Amendments thereto). The Union will provide the County with the fair share contribution rate, which shall be based upon applicable law. The County shall be notified of that cost on or about July 1 of each year. This payment shall be deducted in accordance with the provisions of Article 2.

The Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the County for the purpose of complying with any of the provisions of this Fair Share clause.

Article 3. Hours of Work *AGREED*

Section 3.1. *AGREED* Employees shall be required to maintain time and attendance records.

Section 3.2. *AGREED* Meal periods, when authorized by the Court, shall be unpaid.
(Sentence deleted)

Section 3.3. *AGREED* Call out time - *No provision*

Section 3.4. On Call Duty

3.4.1. *AGREED* Effective January 1, 2017, an employee assigned "on call" is scheduled to provide services when the office is closed to the public such as evenings, weekends, or holidays and will be compensated One Hundred and Eighty Five Dollars (\$185) per week (7 days) plus one and one-half (1-1/2) times the employee's regular hourly rate for all hours actually worked while "on call." Effective January 1, 2017, if the weekly "on call" assignment is split into two (2) separate assignments, then the employee shall be paid at the following rate plus one and one-half (1-1/2) times the employee's regular hourly rate for all hours actually worked while on "on call:"

Monday 8:30 a.m. through Friday 8:30 a.m. – One Hundred Dollars (\$100);

Friday 8:30 a.m. through Monday 8:30 a.m. - Eighty-Five Dollars (\$85).

3.4.2. AGREED Employees who are assigned “on call” duty on a day observed as a holiday under this Agreement will be paid an additional Sixty Dollars (\$60.00).

3.4.3. AGREED The County will provide a cellular telephone and a Calling Card to employees while on “on call” duty to be used for work purposes only.

Article 4. Seniority *AGREED*

Section 4.1. *AGREED* Seniority means an employee’s length of continuous service within the **First Level Supervisors unit**. Seniority shall be calculated from the most recent **date of employment in a first level supervisor position**. An employee moving from a non-**First Level Supervisors unit** position shall accrue seniority from his or her date of appointment to the **First Level Supervisors unit** position.

Section 4.2. *AGREED* County seniority means an employee’s length of continuous service with the County of Lancaster, within or outside the **First Level Supervisors unit**. Seniority shall be calculated from the most recent date of hire at the County of Lancaster. County seniority is applicable only for eligibility periods for insurance benefits and leaves of absence, and for vacation leave accrual.

Section 4.3. *AGREED* Employees who have been granted an approved military or medical leave of absence and who return to active employment within the **First Level Supervisors unit** (Section 4.1) or the County (Section 4.2) will be credited with the time of such leave of absence toward seniority rights, and their seniority shall be determined from the date of original employment in the **First Level Supervisors unit/County**. A member of the **First Level Supervisors unit** who resigns or whose employment is terminated for any reason other than that set forth above, and who thereafter is re-employed in the **First Level Supervisors unit**, shall lose seniority rights accrued to the date of termination of employment, and the seniority of any such employee shall be determined as of the date of reemployment in the **First Level Supervisors unit**.

Section 4.4. *AGREED* The County shall maintain an accurate seniority list showing the continuous service of each employee within the **First Level Supervisors unit** and within the County. A copy of the seniority list shall be furnished to the Union.

Article 5. Layoff *AGREED*

In the event of layoff, health insurance benefits shall be available in accordance with County Policy, which currently provides that such benefits end on the employee’s separation date. Employees may qualify to continue such benefits in accordance with COBRA.

Article 6. Job Posting *AGREED*

All shop stewards shall be notified in writing either by Email or letter of any and all job openings and new hires within the **First Level Supervisors unit**. If a job description is available in an

Email attachment it will be attached. If not available through an Email attachment, the shop steward shall have the right to request a photocopy. *(Last sentence deleted)*

Article 7. Grievance AGREED

Section 7.1. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled **utilizing the County's Issue Resolution process outlined in A-11 of the County of Lancaster Policy and Procedure Manual.**

Section 7.2. **AGREED** Grievances shall be limited to those matters specifically set forth in this Agreement. Matters which are within the Court's authority to hire, fire and supervise its employees or which interfere with the Court's administration of justice, as determined by the Court, shall not be subject to this **grievance procedure**, nor shall the interpretation of this provision be subject to the **grievance procedure.**

Article 8. Work Rules AGREED

The County and the Union agree to meet and discuss on matters concerning hours of work, terms and conditions of employment, except for those matters which, upon the County's consultation with the Court, the Court determines interfere with its authority to hire, fire and supervise employees and to administer justice. The meaning, interpretation and application of this clause shall not be subject to the **grievance procedure** of this Agreement.

Article 9. Nondiscrimination AGREED

With respect to the specific matters covered by this Agreement, both the County and the Union agree not to discriminate against any employee on the basis of sex, religion, race, marital status, age (over forty), national origin, disability, union affiliation or political affiliation.

Article 10. Subcontracting AGREED

No provision

Article 11. Stewards AGREED

Section 11.1. **AGREED** Employees selected by the union to act on union matters shall be known as "stewards." The names of employees selected as chief steward and stewards as well as their alternates, and the area they represent, and the names of other union representatives who may represent employees shall be certified in writing to the County by the Union upon their appointment. The authority of the stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

The investigation and presentation of grievances and

Assist in **meeting and discussing** and other **First Level Supervisors** unit matters as designated by the Union.

Section 11.2. AGREED Stewards have no authority to take strike actions or any other unlawful actions interfering with the County's or the Court's operations.

Section 11.3. AGREED Time spent on union matters, including time spent investigating and processing **grievances and meet and discuss sessions** shall be unpaid time, and should be conducted outside of regular work hours whenever possible. With the prior approval of the Department Head, stewards and those on the **meet and discuss** committee shall be permitted to "flex" their schedules for such union business, or they may use personal leave, vacation leave, or compensatory time. Employees must receive the approval of their Department Head prior to taking any time off from regular hours for union business, and such decision shall be at the sole discretion of the Department Head. Any decision of the Department Head denying such time off shall not be subject to the **grievance procedures** of this Agreement.

Section 11.4. AGREED All personnel files maintained by the County shall be made available to an employee upon his or her written request to the **Human Resources Office**. Union stewards shall be granted access to an employee's personnel file only with the employee's written permission, which written authorization must be current and unrevoked at the time of the request.

Article 12. Union Business AGREED

Section 12.1. AGREED With the permission of the County, a duly authorized representative of the Union shall be admitted on the County's premises for a reasonable time for the purpose of assisting in the adjustment of grievances under this Agreement. Prior to entering the County's premises, the union representative shall contact the County **Human Resources** Director and state the purpose and nature of the visit. The County **Human Resources** Director shall be notified of the visit at least one (1) working day in advance, whenever practical. Such visits shall be conditioned on their not interfering with normal operations and security, as determined solely by the Court.

Section 12.2. AGREED The County agrees to provide designated space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material relating to Union business. Furthermore, the Union shall not post material highly detrimental to the labor-management relationship nor of a political or highly controversial nature.

Article 13. Health and Safety AGREED

Section 13.1. AGREED The County will reimburse employees who are covered by a County health insurance plan for the cost of job-related immunizations for Hepatitis B virus, tuberculosis, flu and other communicable diseases, when such are not paid by the County health insurance plan or provided directly by the County.

The County will either immunize or reimburse part-time employees for the cost of job-related immunizations for the Hepatitis B virus, tuberculosis, flu and other communicable diseases. The part-time employees must request the immunizations in advance and must be at-risk of occupational exposure to Hepatitis B virus to receive the Hepatitis B immunization.

- Section 13.2. *AGREED*** The County agrees to provide information and make counseling available to each employee on AIDS, Hepatitis, and other infectious disease.
- Section 13.3. *AGREED*** If an employee is injured in a work-related accident and requires emergency medical attention during scheduled work hours, the employee will be paid for work time lost while receiving such emergency medical attention on the day of accident, provided the employee was not under the influence of controlled substances or alcohol.
- Section 13.4. *AGREED*** The County agrees to provide Kevlar, or similar cut-resistant material, gloves to employees required to perform searches involving potential injury to employees' hands.
- Section 13.5. *AGREED*** Employees will be responsible for County equipment that is lost, stolen or damaged unless the employee took reasonable steps to prevent the loss or damage. In the event an employee is required to reimburse the County for lost, stolen, or damaged equipment, the amount of reimbursement shall be equal to the repair or replacement cost, whichever is less.
- Section 13.6. *AGREED*** If an employee's personal clothing or personal effects, such as eyeglasses, are damaged in the line of duty, and the employee took reasonable steps to prevent the loss or damage, the County will reimburse the employee for the repair or replacement value that is not covered by the County's insurance.
- Section 13.7. *AGREED*** Medical records and conditions that an employee requests be maintained confidentially will only be divulged on a "need to know" basis.

Article 14. Personnel Records *AGREED*

Upon written request, each employee shall be given an opportunity to periodically examine the contents of his or her personnel file. If there is any disagreement as to the contents of the personnel file, the employee shall have the right to submit a statement concerning any material in his or her file and any such statement shall then become part of his or her personnel file. The County may charge the employee a reasonable amount for copying material requested by the employee.

Article 15. Leaves of Absence *AGREED*

An employee who becomes the parent of a newborn child or newly adopted child shall be permitted to use paid sick leave immediately following the birth or adoption for FMLA approved leave in an amount and in accordance with the terms set forth in the County Policy.

Article 16. Medically Related Examinations *AGREED*

The County shall pay for medical examinations required by the Court or by the County. The employee shall be paid at his or her regular rate of pay for time spent taking such examinations. The County will either provide transportation or reimburse the employee for mileage.

The County shall pay for drug and alcohol testing required by the Court. The employee shall be paid at his or her regular rate of pay for time spent taking such tests. The County will either provide transportation or reimburse the employee for mileage.

This provision shall not apply to examinations under the Extended Medical Leave Policy, Family and Medical Leave Act, Americans with Disabilities Act, or Workers' Compensation Act, except as may be required by law.

Article 17. Training Programs *AGREED*

No provisions

Article 18. Dependent Care Assistance Program *AGREED*

Full-time employees shall be eligible to participate in the County Dependent Care Assistance Program as operated and maintained by the County Commissioners who shall have the sole and exclusive right at their discretion to establish and from time to time modify the following: 1) eligibility requirements, 2) approved use, 3) repayment conditions, and 4) operating procedures. This provision or the operations of the Dependent Care Assistance Program shall not be subject to the **grievance procedures** of this Agreement.

Article 19. Travel Expenses *AGREED*

Section 19.1. *AGREED* Employees shall be reimbursed for the use of their personal automobile, when on official Court business, at the rate established by the U.S. **General Services Administration** for Business Use of a Car.

Section 19.2. *AGREED* *No provision*

Section 19.3. *AGREED* *No provision*

Section 19.4. *AGREED* Employees will be reimbursed for all meals in accordance with **County Policy**.

Article 20. Clothing Allowance *AGREED*

First Level Supervisors working in Juvenile or Adult Probation who perform field work, detainment duty or cell duty will be eligible to be reimbursed up to a maximum of Two Hundred Dollars (\$200) per year for clothing purchased specifically for use at work, including but not limited to shirts with the County department logo and cargo pants. Receipts are required for reimbursement.

Article 21. Sick Leave *AGREED*

- Section 21.1. *AGREED*** Full-time employees shall earn one day of sick leave for each month in which the employee is in compensable status for a minimum of thirteen (13) full working days during the month. Employees shall be eligible to take earned leave after thirty (30) days of service with the County.
- Section 21.2. *AGREED*** Full-time employees shall earn sick leave from the date of hire and may accumulate sick leave.
- Section 21.3. *AGREED*** One-half accumulated sick leave up to a maximum of thirty (30) days shall be paid upon voluntary termination in good standing, retirement or death. "Good Standing" for purposes of this provision shall not include a resignation in lieu of discipline or termination and requires compliance with the following conditions: (a) employees must have completed one year of continuous full-time service with the County to be eligible for reimbursement of accumulated sick leave upon termination; (b) the employee must provide at least two weeks' advance written notice of his or her voluntary termination or retirement to his/her supervisor; (c) the employee must continue to work his/her assigned schedule throughout the notice period and complete all reasonable assignments related to transition; and (d) the employee must return all County property prior to his/her last day of work.
- Section 21.4. *AGREED*** Payment of sick leave for illness of three (3) or more consecutive work days is conditioned upon receipt of a doctor's certificate. Payment of sick leave absences of less than three (3) days may be conditioned upon receipt of a doctor's certificate if, in the opinion of the County, the employee may be abusing his or her sick leave privileges.
- Section 21.5. *AGREED*** Full-time employees will be paid sick leave only for absence due to their own personal illness or injury except that the employee may use up to five (5) days annually to care for a member of his or her immediate family with a health condition requiring the employee's personal care and attention. These days may not be utilized for routine health care. Employees must submit written documentation setting forth the reason for the leave. Employees may also use paid sick leave as permitted in Articles 15 and 22.
- Section 21.6. *AGREED*** Full-time employees shall be eligible to participate in the County sick leave bank as operated and maintained by the County Commissioners who shall have the sole and exclusive right at their discretion to establish and from time to time to modify the following: 1) eligibility requirements, 2) approved use, 3) repayment conditions, and 4) operating procedures. The same rules and procedures that apply generally to other County employees shall apply to the **First Level Supervisors** unit employees. This provision or the operations of the sick leave bank shall not be subject to the **grievance procedures** of this Agreement.

Section 21.7. *AGREED No provisions*

Section 21.8. *AGREED* The reporting of sick leave and the use and reporting of personal leave shall be subject to rules and procedures established by the Court, which shall not be subject to the **grievance procedures** of this Agreement.

Section 21.9. *AGREED* With the prior approval of the Court, an employee may be permitted to use sick leave for the employee's medical, dental and optical appointments which cannot be scheduled except during normal business hours. The Court may refuse to grant leave for medical, dental or optical appointments based on operational needs which denial shall not be subject to the **grievance procedures** of this Agreement.

Article 22. Personal Leave *AGREED*

Section 22.1. *AGREED* Up to four (4) days of sick leave annually may be used as personal leave, for any reason. Personal leave may not be carried over from one year to the next.

Section 22.2. *AGREED No provision*

Section 22.3. *AGREED* Each employee must use all personal leave days during the calendar year in which they are earned or lose them. **Unused personal days may not be carried over to the next year and shall remain in the employee's sick leave accrual, designated as "sick day(s)."**

Article 23. Workers' Compensation *AGREED*

Employees shall follow and be subject to the County's Workers Compensation policy. (*Rest of provision deleted*)

Article 24. Bereavement Leave *AGREED*

Full-time employees shall receive the same Bereavement Leave as outlined in the County Policy and Procedure Manual.

Article 25. Jury Duty *AGREED*

Employees shall receive the same Jury Duty compensation as outlined in the County Policy and Procedure Manual.

Article 26. Vacations *AGREED*

Section 26.1. *AGREED* All full-time employees can request to use annual vacation leave after six (6) full months of continuous service with the County. Full-time employees shall earn leave credits for each month in which the employee is in compensable status for a minimum of thirteen (13) full working days, as follows:

- (a) At the rate of five-sixth (5/6) days per month of continuous service from the date of employment through five (5) years of employment;
- (b) At the rate of one and one-fourth (1-1/4) days per month of continuous service from six (6) through ten (10) years of employment;
- (c) At the rate of one and two-thirds (1-2/3) days per month of continuous service after eleven (11) through fifteen (15) years of employment;
- (d) At the rate of **2.08** days per month of continuous service for sixteen (16) or more years of employment.

Section 26.2. AGREED With prior approval of the Court, an employee may be permitted to receive advanced vacation leave by submitting a request in writing on the Vacation Advance Request Form. As noted therein, **if the employee leaves County employment before earning vacation time (i.e., has a negative leave balance at the time of his/her separation), the County shall be authorized by the employee to reduce the amount of the final paycheck by the amount of leave taken but not accrued.** Advanced vacation leave shall not exceed the lesser of five (5) days or the amount normally expected to be accrued during the current calendar year. The Court's refusal to approve advanced vacation leave shall not be subject to the **grievance procedures** of this Agreement.

Section 26.3. AGREED Full-time employees shall be paid for any unused earned vacation upon voluntary termination in good standing or retirement, or death. "Good Standing" for purposes of this provision shall not include a resignation in lieu of discipline or termination and requires compliance with the following conditions:
(a) employees must have completed six (6) months of continuous full-time service with the County to be eligible for reimbursement of unused vacation upon termination; (b) the employee must provide at least two weeks' advance written notice of his or her voluntary termination or retirement to his/her supervisor; (c) the employee must continue to work his/her assigned schedule throughout the notice period and complete all reasonable assignments related to transition; and (d) the employee must return all County property prior to his/her last day of work. Pay out of vacation time will be made per the following step calculation:

- 1) Add accrued vacation time year to date (current year) up to day of separation;
- 2) Subtract vacation time taken year to date (current year) up to the day of separation; and
- 3) Add up to a maximum of ten (10) carryover days, if applicable.

The cash equivalent is based on the employee's rate of pay at the time of separation.

Section 26.4. *AGREED* Vacation leave must be taken during the fiscal year between the first and last pay period, and shall not be accumulated from one year to the next. However, with the approval of the Court or in accordance with the Court's policy, an employee may carry over vacation time; the refusal of the Court to approve carryover of vacation shall not be subject to the **grievance procedures** of this Agreement.

Section 26.5. *AGREED* The use of vacation leave shall be subject to rules and procedures established by the Court, which shall not be subject to the **grievance procedures** of this Agreement.

Article 27. Holidays *AGREED*

Section 27.1. *AGREED* Full-time employees shall be granted **twelve (12) paid holidays per year** as approved by annual resolution of the Board of Commissioners.

Section 27.2. *AGREED* In order to be eligible for holiday pay, the employee must be in compensable status on his or her regularly scheduled shift prior to and after the holiday.

Section 27.3. *AGREED* Holidays occurring during an employee's approved vacation or approved sick leave shall not be charged against such vacation or sick leave time.

Article 28. Insurance Benefits *AGREED*

Section 28.1. Health, Life and Dental/Vision/Hearing Benefits.

28.1.1. *AGREED* The County will offer each full-time **First Level Supervisors unit** employee and his/her dependents a qualified, affordable health plan that offers the essential health benefits required by the Patient Protection and Affordable Care Act (the "PPACA"). The health plans offered to **First Level Supervisors unit** employees shall be the same as those offered to County employees who are not covered by any collective bargaining agreement. After ninety (90) days of employment each full-time **First Level Supervisors unit** employee shall be eligible for the County's insurance programs. Full-time **First Level Supervisors unit** employees shall be provided the same or equivalent health, life and dental/vision/hearing coverage as **non-represented** employees, subject to the same enrollment rights, eligibility rules, co-pays, deductibles and employee contribution requirements that apply to **non-represented** County employees.

(Paragraph deleted)

The County agrees that the cost share amounts shall be frozen through December 31, 2017.

The County also agrees that the deductible amounts shall be frozen through December 31, 2017.

28.1.2. AGREED Duplicate Coverage. Full-time **First Level Supervisors unit** employees shall have the same right to exchange County-provided health coverage for a cash payment and/or alternate benefits as provided to **non-represented** employees, and subject to the same terms and conditions.

28.1.3. AGREED Provision deleted

28.1.4. AGREED Continuation During Leave. Full-time employees who are on approved medical leave will have their medical insurance benefits maintained for a maximum of six (6) months, which period of time shall include all leaves, including those under the Family and Medical Leave Act. The employee must pay any premium amounts normally paid through payroll deductions in advance in order to maintain such insurance. The decision to grant or deny a medical leave of absence shall be determined by the Court, and such decision shall not be subject to the **grievance procedures** of this Agreement.

Section 28.2. Life Insurance and AD&D benefits

28.2.1. AGREED Full-time employees shall be eligible for the following life insurance:

After **thirty-one (31)** days of **continuous full-time** employment, the County shall provide a group life insurance policy in an amount equal to the employee's annual salary rate, rounded off to the next highest thousand; after five years of continuous full-time employment, the County shall provide a group life insurance policy in an amount equal to one and one-half times the employee's annual salary rate, rounded off to the next highest thousand; after ten years of continuous full-time employment, the County shall provide a group life insurance policy in an amount equal to two times the employee's annual salary rate, rounded off to the next highest thousand.

28.2.2. AGREED In accordance with County policy, the employee shall have the option to purchase dependent and supplemental employee life insurance, provided it is made available by the insurance carrier, and under the same terms and conditions as generally offered to other County employees.

28.2.3. AGREED Accidental Death and Dismemberment insurance benefits shall be paid at the same rate as the employee's life insurance benefit.

Section 28.3. AGREED Any contribution made by the County to the Health Savings Account ("HSA") of a **First Level Supervisors unit** employee shall be no less than the County's contribution to the HSA of any other County employees, without regard to whether or not such other County employees are represented by a union. Contributions hereunder will be subject to the same criteria applied to other County employees.

Article 29. Pension *AGREED*

Section 29.1. *AGREED* All full-time employees must be members of the Lancaster County employees' retirement system. Provisions of this retirement system are set forth in the "New County Pension Law" effective September 1, 1971.

Section 29.2. *AGREED* The employee's required contribution is the minimum rate established by the County of Lancaster Retirement Board.

Article 30. Overtime *AGREED*

No provisions

Article 31. Parking *AGREED*

The County shall continue to provide parking for employees who were hired prior to July 14, 2009. The County shall not provide parking for any First Level Supervisors unit members hired on or after July 14, 2009.

Article 32. Wages *AGREED*

Section 32.1. Annual Wage Adjustments

32.1.1. *AGREED* Effective with the ratification of this Agreement by both parties, the following one-time salary adjustment will be made: All current First Level Supervisors unit employees will receive an annual base salary rate increase of Two Thousand Four Hundred Thirty Seven Dollars and Fifty Cents (\$2,437.50) or the One Year Salary Rate in Appendix A of \$48,910, whichever is greater.

32.1.2. *AGREED* Effective the first payroll period in January 2018, the following one-time salary adjustment will be made: All current First Level Supervisors unit employees will receive an annual base salary rate increase of One Thousand Four Hundred Sixty Two Dollars and Fifty Cents (\$1,462.50), or the One Year Salary Rate in Appendix A of \$49,644, whichever is greater.

32.1.3. *AGREED* The following increases shall apply to employees with less than two years of continuous full-time service within the First Level Supervisors unit on the effective date of the increase:

- (a) ***AGREED*** Effective January 1 of each year during the term of this Agreement, full-time employees who have completed less than two years of continuous service within the First Level Supervisors unit shall receive a salary based on the annual rate set forth on the applicable schedule in Appendix "A."

- (b) **AGREED** Full-time employees who have satisfactorily completed six months of continuous service within the **First Level Supervisors** unit shall receive a **salary** based on the annual rate set forth on the applicable schedule in Appendix "A" as of the employee's six-month "anniversary" date.
- (c) **AGREED** Full-time employees who have satisfactorily completed one year of continuous service within the **First Level Supervisors** unit shall receive a **salary** based on the annual rate set forth on the applicable schedule in Appendix "A" as of the employee's one year "anniversary" date.

32.1.4. AGREED Full-time employees with more than one year of continuous service within the **First Level Supervisors** unit shall receive salary increases in accordance with the **County Annual Salary Administration Plan for non-bargaining unit employees**.

32.1.5. AGREED The parties agree to reopen Article 32, Wages, if during the term of this Agreement the County implements wage adjustments as the result of a County Wage Study.

Section 32.2. AGREED New hires and employees promoted to a **First Level Supervisors unit position** shall be paid the minimum of their job grade as outlined in Appendix "A." The County may pay above the minimum for highly qualified new employees. If the employee's pay rate is above the applicable rate in Appendix "A" **the employee will not be eligible for an increase on his or her six month anniversary date; the employee will be eligible for up to a two and one-half percent (2.5%) increase on his or her one year anniversary date.**

Section 32.3. AGREED Longevity Pay - *No provisions*

Article 33. Tuition Reimbursement AGREED

Full-time **First Level Supervisors** unit employees shall be eligible for tuition reimbursement in accordance with the County's tuition reimbursement policy, Policy C-3, dated August 29, 2011. **An employee's** entitlement to tuition reimbursement shall be subject to the procedures and requirements of Policy C-3 (*end of sentence deleted*).

Article 34. Definitions AGREED

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

"ACT 195" - the Public Employee Relations Act, Act No. 195, July 23, 1970, as amended;

"Employee" - an individual employed by the County and included in the **First Level Supervisors** unit certification as set forth in Article 1;

“County” - the County of Lancaster;

“Court” - the Court of Common Pleas of Lancaster County;

“Union” - Teamsters Local Union No. 771;

“Compensable Status” - any time for which the employee is paid regular wages, sick leave, personal leave, vacation leave, bereavement leave, jury duty leave, holiday pay, or up to 15 days of military duty.

Article 35. Savings *AGREED*

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

Article 36. Contract Term *AGREED*

Section 36.1. *AGREED* The effective date of this Agreement will be the date of ratification by both parties, that is, by both the First Level Supervisors unit and the Lancaster County Commissioners, whichever is later.

Section 36.2. *AGREED* This Agreement shall continue in full force and effect through December 31, 2018.

Article 37. Management Rights *AGREED*

Section 37.1. *AGREED* It is recognized that the well-being of both parties to this Agreement is directly dependent upon the skill and efficiency with which the business of the County is conducted, and that any assumption of the functions of management by the Union is contrary to the intent and purpose of this Agreement.

Section 37.2. *AGREED* The authority and responsibility of the management of the business and activities of the County and the Court shall repose exclusively in the County and the Court and its appointed representatives, and in no instance shall the Union or its representatives unlawfully interfere with the exercise of such authority and responsibility.

Section 37.3. *AGREED* Except as otherwise specifically provided herein, it is understood and agreed that the County and/or the Court, through their appointed representatives, retain the exclusive right to manage the business of the County and the Court and the Court’s employees, including, but not limited to:

- the selection of all employees;

- the direction and supervision of all employees;
- the right to discharge, demote, suspend, and discipline employees; the right to promote, transfer, and assign employees to positions;
- the right to decide job qualifications for hiring or positions;
- the right to lay off employees and to delegate employees to part-time status;
- the right to subcontract or to implement any other economical solutions for lack of work or funds;
- the right to make rules and regulations governing employees; the right to determine hours and schedules of work;
- the right to determine the methods, process and manner of performing work;
- the right to determine standards of service, utilization of technology and the functions and programs of the Court;
- the right to determine the size of the workforce;
- the right to determine the overall budget;
- the right to determine the organizational structure;
- the right to take any other action necessary to carry out the inherent managerial rights and policies governing the employees of the Court, except as specifically modified or abridged by this Agreement.

Section 37.4. *AGREED* The listing of specific rights in this Article is not intended to be nor should it be considered a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the County or the Court in the past.

Section 37.5. *AGREED* It is further understood and agreed that the above-referenced management rights are vested by law and by the Constitution in the Court, and these rights and the interpretation and application of this Article shall not be subject to the **grievance procedures** of this Agreement.

Section 37.6. *AGREED No provision*

Article 38. Complete Agreement *AGREED*

This Agreement supersedes and replaces all prior employment contracts and agreements. Any policy, practice or benefit not specifically **addressed** herein shall be deemed a matter of County or Court Policy which may be altered from time to time at the employer's discretion.

Article 39. Bilingual Pay *AGREED*

No provision

FOR THE COUNTY:

Dated: _____

FOR THE COURT FIRST LEVEL SUPERVISORS MEET AND DISCUSS UNIT:

Dated: _____

APPENDIX "A" AGREED

Salary Schedules 2017 through 2019

2017

Grade	Start	6 Month	1 Year
13	\$47,476	\$48,188	\$48,910

2018

Grade	Start	6 Month	1 Year
13	\$48,188	\$48,910	\$49,644

2019

Grade	Start	6Month	1 Year
13	\$48,910	\$49,644	\$50,389

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Lancaster County Courts, to enter into an agreement with Reporters Associated, c/o Court Reporters, under which Reporters Associated will provide computerized reporting services to the Court, including the computerized transcription of those items directed by the Judges of the Court of Common Pleas of Lancaster County, for a fee not to exceed \$72,000.00 for the period January 1, 2017 through December 31, 2017. Any amounts paid by the County of Lancaster pursuant to this Agreement shall be in addition to the salaries and statutory transcription fees paid to Reporters Associated pursuant to their employment by the County of Lancaster and the Court of Common Pleas in that capacity.

11/23/2016

This completed document must be submitted to the Chief Clerk by **9:00 am** the **Wednesday** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Lisa Miller, Director of Court Reporters
 Department: Official Court Reporters
 Date: November 14, 2016

Board Action Requested: Service Contract/Agreement
 (Specify Agreement, Amended Agreement Grant App., Change Order, Bid Award etc.)

Provider Information: (Name, Address): Reporters Associated
 c/o Court Reporters
 50 North Duke Street
 Lancaster, PA 17602

Proposed Program Budget Information:

Service	2015-16 Amount to be Approved	2014-2015 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Service Contract/Agreement	\$72,000	\$72,000	0%	0%	County

Term of Contract: January 1, 2017 through December 31, 2017

Budget Comments: Currently included in 2017 budget

Program Information:

Description of Service:

Reporters agree to provide computerized reporting services to the Court, and in consideration of said services, the Commissioners, on behalf of the County, agree to pay the amount of \$72,000 annually.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
N/A			N/A	

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source
N/A			

Date you would like the County Commissioners'

November 23, 2016

To take official action on this item?:

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Lisa Miller, Director
Rhonda Adams, Supervisor

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Lisa Miller, Director
Rhonda Adams, Supervisor

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings. Exceptions to this deadline must be approved by the County Administrator.

County of Lancaster - Contract Transmittal Form

Provider: Reporters Associated

Vendor No. 10268

Contract Begin Date: 1/1/2017

Contract End Date: 12/31/2016

\$ Rate \$6,000 per month

Total Contract Amount \$ \$72,000 per year

<u>Type of Rate</u>		<u>Contract Service Type</u>	<u>(Check Box)</u>	<u>Account</u>
Costs	<input type="checkbox"/>	Assets	<input type="checkbox"/>	75__
Daily	<input type="checkbox"/>	Food	<input type="checkbox"/>	7221
Hourly	<input type="checkbox"/>	Fuels	<input type="checkbox"/>	7338
Lump Sum	<input type="checkbox"/>	Human Services	<input type="checkbox"/>	74__
Mile	<input type="checkbox"/>	Income	<input type="checkbox"/>	63__, 64__
Monthly	<input checked="" type="checkbox"/>	Maintenance & Repairs	<input type="checkbox"/>	7336
Quarterly	<input type="checkbox"/>	Other Contractual Services	<input type="checkbox"/>	7345, 73__
Unit	<input type="checkbox"/>	Professional Contractual Serv	<input checked="" type="checkbox"/>	7345
Yearly	<input type="checkbox"/>	Rent	<input type="checkbox"/>	7334
		Operating Supplies	<input type="checkbox"/>	72__

Organization B1116 Program 0 Organization Name Reporters Associated

Renewal of Previous Contract No. 16-00002

Extension/Amendment of Contract No. _____

Description of Contracted Service/Remarks: _____

Contact Person: Rhonda Adams and/or Lisa Miller

To be completed by Controller	
Signature: _____	Contract No: _____ (Reference on all vouchers)
Contract Header Type	
Financial <input type="checkbox"/>	Date: _____
Non Financial <input type="checkbox"/>	
Rate Schedule <input type="checkbox"/>	

To be completed by Purchasing Purchase Order No: _____

Initials Date

AGREEMENT

AND NOW, the Lancaster County Commissioners (hereinafter referred to as "Commissioners"), the Lancaster Court of Common Pleas (hereinafter referred to as the "Court") and the Reporters Associated (hereinafter referred to as "Reporters") agree as follows:

WHEREAS, Reporters have privately and independent of their employment by the County of Lancaster purchased certain computerized stenographic equipment to better aid them in this performance of work and:

WHEREAS, the Reporters are willing to make the privately purchased computerized reporting services available to the County of Lancaster:

NOW THEREFORE, the parties hereto intending to be legally bound do hereby agree as follows:

1. Reporters agree to provide computerized reporting services to the court, including the computerized transcription of those items directed by the Judges of the Court of Common Pleas of Lancaster County.
2. In consideration of the provision of said services, the Commissioners, on behalf of Lancaster County and the District Court Administrator on behalf of the Court, agree to pay to the Reporters Associated the amount of \$72,000 for the year beginning January 1, 2017 and ending December 31, 2017. Said annual payment is to be made in monthly installment payments according to the number of court reporters on staff in any given month.
3. Any amounts paid by the County of Lancaster pursuant to this Agreement shall be in addition to the salaries and statutory transcription fees paid to Reporters pursuant to their employment by the County of Lancaster and the Court in that Capacity.

Witness to our hand and seal this day of , 2016.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health/Developmental Services (BH/DS), to approve the following:

1. Amendment No 1 With:

Community Services Group
Mountville, Pennsylvania

Purpose:

Provides community-based vocational rehabilitation services for adults with serious mental illness to include the vocation day program, supportive employment and job loss prevention. CSG provides intensive case management services to adults and children who experience serious mental illness and emotional disturbances. They also provide psychiatric evaluations, medication management, individual therapy and group therapy to individuals who experience serious mental illness. They also provide partial hospitalization services and social rehabilitation to adults who experience serious mental illness.

Amount/Term:

Increase by \$331,899.46 from the original amount of \$2,616,012.39 amount not to exceed \$2,947,911.85 Current claim lines are adjusted to actual utilization. Programs funded service lines are added to cover unbudgeted expenses. July 1, 2015 to June 30, 2016.

2. Amendment No 1 With:

The Lodge Life Services, Inc.
Lancaster, Pennsylvania

Purpose:

Assists adults with serious mental illness to obtain and maintain independent housing in the community. These individuals are being served by Lancaster County Behavioral Health

Amount/Term:

Decrease of \$4,200.10 from the original contract amount of the \$338,304.00, contract not to exceed \$334,103.90. Current claim lines are reduced to actual utilization. July 1, 2015 to June 30, 2016.

3. Amendment No 1 With:

Tabor Community Services, Inc
Lancaster, Pennsylvania

Purpose:

Assists adults with serious mental illness and who are homeless or at risk of homeless to obtain and maintain independent housing in the community for individuals being served by Lancaster County Behavioral Health.

Amount/Term:

Decrease of \$12.38 from the original contract amount of \$74,244.00. Contract not to exceed amount \$74,231.62. Current claim lines are reduced to actual utilization. Program funded service line is added to cover unbudgeted expenses. July 1, 2015 to June 30, 2016.

“continued”

4. **Amendment No 1 With:**

Person Directed Supports, Inc.
Allentown, Pennsylvania

Purpose:

Provides residential and habilitation services to individuals being served by Lancaster County Intellectual Disabilities.

Amount/Term:

Decrease of \$70,164.00 from the original contract amount of \$143,349.21. Contract amount not to exceed \$73,185.21. July 1, 2016 to June 30, 2017.

11/23/2016

REQUEST SUMMARY

ITEMS FOR COMMISSIONERS' AGENDA ON NOVEMBER 23, 2016 from LANCASTER COUNTY BEHAVIORAL HEALTH/DEVELOPMENTAL SERVICES

Item #	Unit	Name of Contract Provider	Term	Budget Amount Being Requested	Percent of Increase/Decrease	Goals (Define goals by percentages when applicable)	Trends
1	MH	Community Services Group (CSG)	07/01/15 – 06/30/16	\$2,947,911.85	12.69% Increase	Provides community-based vocational rehabilitation services for adults with serious mental illness to include the vacation day program, supportive employment and job loss prevention. CSG provides intensive case management services to adults and children who experience serious mental illness and emotional disturbances. They also provide psychiatric evaluations, medication management, individual therapy and group therapy to individuals who experience serious mental illness. They also provide partial hospitalization services and social rehabilitation to adults who experience serious mental illness.	Amendment #1: This contract is being adjusted downward to actual claim's utilization of (\$369,497.54) and increased in program funding by \$701,397.00. This is a total increase of \$331,899.46.

2	MH	The Lodge Life Services, Inc.	07/01/15 – 06/30/16	\$ 334,103.90	(1.24%) Decrease	Assists adults with serious mental illness to obtain and maintain independent housing in the community. These individuals are being served by Lancaster County Behavioral Health.	Amendment #1: The contract is being adjusted for actual utilization. HealthChoices Supported Housing Program is being reduced by (\$2,495.95) and HealthChoices Master Leasing Program is being reduced by (\$1,704.15). This is a total reduction of \$4,200.10).
3	MH	Tabor Community Services, Inc.	07/01/15 – 06/30/16	\$ 74,231.62	(0.02%) Decrease	Assists adults with serious mental illness and who are homeless or at risk of maintain independent housing in the community for individuals being served by Lancaster County Behavioral Health.	Amendment #1: The contract is being adjusted to show actual utilization. The PATH (Projects for Assistance in Transition from Homelessness (federal funding stream for homeless projects) Critical Time Intervention Program is being reduced by \$8,212.38) and Outpatient Program Funded is being added for \$8,200.00. This is a net reduction of \$12.38).
4	ID	Person Directed Supports, Inc.	07/01/16 – 06/30/17	\$ 73,185.21	(48.95%) Decrease	Provides residential and habilitation services to individuals being served by Lancaster County Intellectual Disabilities.	Amendment #1: Two high-need individuals with Base funding until October 1, 2016, now have Consolidated funding which has reduced the contract by (\$70,164.00). Please see Provider Specific Terms & Conditions.