

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER OF INTEREST)	
ARBITRATION BETWEEN)	
)	
)	
COUNTY OF ALLEGHENY)	Case No. PERA-A-23-140-W
)	(Correctional Officers)
And)	
)	
ALLEGHENY COUNTY PRISON)	
EMPLOYEES INDEPENDENT)	
UNION)	

ARBITRATION PANEL

**Michael D. McDowell, Esq.
Independent Arbitrator**

**Eric C. Stoltenberg, Esq.
Welby Stoltenberg Cimballa & Cook, LLC
Representing the Union**

**Richard D. Miller, Esq.
Campbell Durrant, P.C.
Representing the County**

SUBJECT

Interest Arbitration Award – 2024-2027 Agreement

BACKGROUND

The County of Allegheny (“County”) Pennsylvania, and the Allegheny County Prison Employees Independent Union (“Union”), bargained to impasse concerning the terms of their collective bargaining agreement. The bargaining unit consists of full-time and part-time County Correctional Officers.

In accordance with Act 195 of 1970, when the parties were unable to resolve their collective bargaining negotiations they pursued interest arbitration and mutually selected the impartial arbitrator, Matthew Franckiewicz, Esquire, from a panel of arbitrators provided by the Pennsylvania Labor Relations Board. Hearings were held on February 20, 2024 and February 21, 2024 at which time both parties were afforded a full and fair opportunity to present evidence in support of their positions. Due to limited availability for personal reasons, Arbitrator Franckiewicz was ultimately replaced, at his request, by Michael McDowell, Esquire. Joint and individual Executive sessions were subsequently held at various times and the following Award is hereby issued for terms and conditions of a collective bargaining agreement to replace the agreement that expired on December 31, 2023.

It is noted that this Award is not unanimous as to every issue. However, there are at least two supporting votes for every provision in this Award. Thus, on each point below, there was a majority of at least two votes from the panel of arbitrators. The provisions of the expired agreement, including amending interest arbitration awards and side agreements jointly executed by the Union, County and Warden, that remain unchanged by this Award shall continue and this panel shall reserve jurisdiction to resolve any disputes concerning the compilation of an integrated agreement.

AWARD

By this Award, the July 1, 2019 to December 31, 2023 Collective Bargaining Agreement between the County and the Union shall remain in full force and effect except as modified in this Award as follows:

ARTICLE III, GRIEVANCE PROCEDURE, SECTION 3, APPLICATIONS, SUBSECTIONS A. STEP 1, AND B. STEP 2

The existing language of Article III, Grievance Procedure, Section 3, Application, Subsections A. Step 1, and B. Step 2 shall be revised to reflect the following language (additions are shown as bold, underlined italics):

3. Applications

A. Step 1- Deputy Warden Level

Grievances shall be presented to the Deputy Warden, in writing, within five (5) workdays following the event or action complained of, or following the date such employee(s) had knowledge of or should have learned of its occurrence. Within

five (5) workdays following receipt of any timely submission of a written grievance, the Deputy Warden, or his or her designee, shall hear and provide the complaining employee(s) and Union a written response thereto, in each case.

...

B. Step 2 – Warden Level

If the complaining employee(s) and Union are not satisfied with the Step 1 response by the Deputy Warden, or his or her designee, the grievance shall, within fifteen (15) workdays following that Step 1 response (or due date of any not provided) be submitted in writing to the Warden for resolution. Within ten (10) workdays following receipt of any timely such submission of any written grievance, the Warden, or his or her designee, shall hear and provide the complaining employee(s) and Union a response thereto, in each case.

ARTICLE III, GRIEVANCE PROCEDURE, SECTION 4, MISCELLANEOUS, SUBSECTION I

The existing language of Article III, Grievance Procedure, Section 4. Miscellaneous shall be amended to reflect the addition of the following language as Subsection I (additions are shown as bold, underlined italics):

- I. ***All back pay monies due to employee shall be paid within sixty (60) days of the final arbitration award or PLRB Order, including the conclusion of any appeal for such actions, and receipt of all information and documentation evidencing supplemental income earned . The obligation to submit supplemental income documentation will be ongoing to include the following year's tax return.***

ARTICLE IX, SENIORITY, SECTION 4

The existing language in Article IX, Seniority, Section 4 shall be modified as follows (deletions are shown as strike throughs, additions are shown as bold, underlined italics):

- ~~4. Continuous service shall be broken by:~~
- ~~A. A quit or resignation;~~
 - ~~B. Discharge under the provisions of this Agreement.~~
 - ~~C. Absence due to a layoff for physical disability for a period longer than two (2) years, provided that an absence due to a compensable disability shall not break continuous service if the employee reports himself/herself available for work within ten (10) days after final payment of statutory compensation for the disability, or after the end of the period used to calculate a lump sum payment;~~
 - ~~D. Failure to report within five (5) days after recall from layoff.~~

4. An employee's seniority shall be broken for any of the following reasons:

- A. Voluntary termination of employment.
- B. Job abandonment, which shall be defined as absence from work for three (3) or more consecutive workdays without notice to the employer. Before such termination takes place, the County will send a letter by certified mail to the employee's last known address and wait seven (7) calendar days after the letter is sent to permit the employee to contact the County in the event of mitigating circumstances.
- C. Discharge for Cause.
- D. When recalled after layoff, upon his/her failure to report for work within a period of seven (7) calendar days after employee was sent notification to return, by certified mail to the employee's last known address; unless compelling, mitigating circumstances exist.
- E. Absence from work for reasons other than work related disability, including but not limited to absence due to a layoff for physical disability, in excess of twelve (12) months; provided that this subsection will not alter the Employer's right to immediately terminate any employees who have reached maximum medical improvement and are, nevertheless, unable to perform the essential function of their job with or without reasonable accommodation, if such accommodation is required.
- F. Acceptance of other employment while on authorized leave of absence, including sick leave, unless said other employment is authorized by the County.
- G. Transfer or promotion to a position outside of the bargaining unit.

When an employee's continuous service has been broken by any of the above causes is again hired, he or she shall begin as a new employee within the bargaining unit of the County.

ARTICLE X, HOLIDAYS, SECTION 1

The existing language in Article X, Holidays, Section 1 shall be modified, effective beginning in calendar year 2026, as follows (additions are shown as bold, underlined italics):

- 1. ***There shall be no recognized holidays in the work year, but in lieu of any time off or compensation for working on a calendar holiday, all employees in the unit shall receive an additional sixteen (16) days' vacation per year. The scheduling of this additional vacation will be selected according to bargaining unit seniority, but only***

after the scheduling of all vacations under Article XI is completed, and fifteen (15) days of which shall be scheduled in one (1) week segments.

ARTICLE XI, VACATION, SECTION 3

The existing language in Article XI, Vacation, Section 3 shall be modified, effective beginning in calendar year 2026, as follows (additions are shown in bold, underlined italics):

Employees shall be permitted to select the periods for their vacation according to their seniority within each shift and vacation selection will take place within separate groups based on pass days so that all employees with the same pass days within a shift, will select vacation as a group based on seniority. Vacation selection may not interfere with the orderly operation of the facility.

ARTICLE XVIII, SUSPENSION AND DISCHARGE

The existing language in Article XVIII shall be amended as follows: (deletions are shown as strike throughs, additions are shown as bold, underlined italics):

1. The Employer has the right to discharge or suspend *or issue oral or written reprimands to* any employee for just cause.
2. The Employer agrees that it will notify the employee and his/her steward in writing within two (2) days after any suspension or discharge of any employee and the reasons therefor. If there is any question or dispute regarding any suspension or discharge, the grieving employee must file a written grievance regarding same within five (5) days from the date of such suspension or discharge, and a copy of such grievance must be given to the Employer. This grievance shall then be handled in accordance with the Grievance Procedure set forth in this Agreement starting with Level Two.
3. Employee discipline shall be subject to a reckoning period which shall refer to the period of time from the date of the disciplinary violation until a date certain when the discipline can no longer be used by the County as an aggregating factor against the officer, and/or a justification for the issuance of a subsequent, more serious form of discipline for a later infraction. Removal of discipline is not automatic. Failure to follow proper procedures to remove discipline from employee's personnel/disciplinary file will result in the discipline remaining "active" in the employee's personnel/disciplinary file. In the event that an officer receives discipline which is upheld or unchallenged, said discipline shall remain in the officer's personnel file for a period of time.

Any bargaining unit employee who is under a current investigation shall not be eligible to petition the Warden to have discipline removed per the

reckoning period language. Such requests will be denied until the final outcome of any open/active investigation.

Any bargaining unit employee who has been issued recent discipline shall not be eligible to petition the Warden to have discipline removed per the reckoning period language. Reason shall be defined as six (6) months or sooner. Such requests will be denied until a final outcome of any open/active discipline.

A bargaining unit employee is permitted to petition the Warden or his/her designee to have his/her disciplinary action removed from his/her personnel/disciplinary file if there has been no further disciplinary action issued against the employee for the period of time based on the schedule listed below. (It is recognized that although the County will not use such records for progressive discipline after it has been removed, such record shall be retained in the personnel folder.) The County has the right to deny the request; however, the denial of a removal request shall not be arbitrary or capricious. Any denial by the County is subject to the grievance process set forth in the Collective Bargaining Agreement. The Union shall be notified of the grant or denial of an employee’s request simultaneously with notification to the employee. Failure to petition for removal of discipline will result in the discipline remaining “active” in the employee’s personnel/disciplinary folder and may be used against him/her in disciplinary matters.

Upon completion of the appropriate form and approval for removal, said discipline shall remain in the employee’s personnel folder for historical purposes but is otherwise “removed” from the discipline file and can no longer be referenced by the County or used against the employee for progressive disciplinary matters:

<u>DISCIPLINE</u>	<u>RECOGNIZED PERIOD</u>
Documented Counseling	Six (6) months from the date of last violation
Verbal Reprimand	Nine (9) months from date of last violation
Written Reprimand	One (1) year from date of last violation
One-Day Suspension	Two (2) years from date of last violation
Three-Day Suspension	Three (3) years from the date of the last violation
Five-Day Suspension	Four (4) years from date of last violation
Suspension Six Plus Days	Ten (10) years from date of last violation

Any discipline issued for violation of the Buddy Days Program, sick pay policies, and late violations are not covered in the reckoning period schedule and shall not be removed under this provision.

~~All provisions under this Subsection shall be effective on the date of the second signature of the W. Timothy Barry Interest Arbitration Award (i.e., September 10,~~

2020), at which time the reckoning period for any discipline issued prior to the date of the signing shall begin accruing.

4. The County shall comply with applicable legal obligations and requirements as part of the disciplinary process (e.g. Weingarten, Loudermill and Garrity obligations).

5. Exchange of Information:
Within thirty (30) days of the issuance of a disciplinary penalty, which is properly grieved, the County shall provide all legally required information and evidence, known to the County, and upon which the County relied to issue the disciplinary penalty, excluding third party statements precluded by PLRB precedent. In addition, within thirty (30) days of receipt of the County's information and evidence described above, the Union shall provide all information and evidence, known to the Union and upon which the Union relied to submit its grievance. This will not preclude additional evidence or information from being exchanged up to the time of a grievance arbitration hearing, such as expert reports, provided, however, that any evidence or information not provided to the other party at least 24 hours prior to the hearing may not be considered in evidence. This does not preclude evidence and information used as legal argument, rebuttal, to impeach a witness or other exception approved by the grievance arbitrator. Nothing herein shall relieve or restrict the grievance arbitrator from issuing a subpoena duces tecum to compel a party to provide additional information, including third party statements. Neither party shall be required to provide such information and documentation more than once.

ARTICLE XXI, COMPENSATION, SECTION 1

The wages for the bargaining unit members shall be adjusted for each year of the CBA as follows:

- 3.0% effective January 1, 2024 (retroactive)
- 3.0% effective January 1, 2025 (retroactive)
- 3.0% effective January 1, 2026
- 3.0% effective January 1, 2027
- Only employees who are actively employed on the date of this Award or who have retired prior to this Award shall be entitled to retroactivity.

ARTICLE XXI, COMPENSATION, SECTION 2

The salary scale, for all employees, shall be as follows:

Effective July 1, 2023 (Final Six (6) Months of Prior Agreement)	
ENTRY	\$47,368.89

1 YEAR	\$50,516.87
18 MONTHS	\$51,529.10
2 YEARS	\$52,817.36
30 MONTHS	\$58,682.68
3 YEARS	\$60,398.24
4 YEARS	\$65,008.12
5 YEARS	\$74,997.79

Effective January 1, 2024 (1 st Agreement Year)	
ENTRY	\$48,789.95
1 YEAR	\$52,032.37
18 MONTHS	\$53,074.97
2 YEARS	\$54,401.88
30 MONTHS	\$60,443.16
3 YEARS	\$62,210.18
4 YEARS	\$66,958.36
5 YEARS	\$77,247.72

Effective January 1, 2025 (2 nd Agreement Year)	
ENTRY	\$50,253.65
1 YEAR	\$53,593.34
18 MONTHS	\$54,667.22
2 YEARS	\$56,033.93
30 MONTHS	\$62,256.45
3 YEARS	\$64,076.49
4 YEARS	\$68,967.11
5 YEARS	\$79,565.15

Effective January 1, 2026 (3 rd Agreement Year)	
ENTRY	\$56,307.23
2 YEARS	\$57,714.95
30 MONTHS	\$64,124.14
3 YEARS	\$65,998.78
4 YEARS	\$71,036.12
5 YEARS	\$81,952.11

Effective January 1, 2027 (4 th Agreement Year)	
ENTRY	\$57,996.45
2 YEARS	\$59,446.40
30 MONTHS	\$66,047.87
3 YEARS	\$67,978.75
4 YEARS	\$73,167.21
5 YEARS	\$84,410.67

ARTICLE XXI, COMPENSATION, SECTION 3

The longevity benefit, for all employees hired on or after issuance of this Award, shall begin at 6 years of service on the existing scale (i.e. 2.25%).

ARTICLE XXII, INSURANCE BENEFITS, SECTION 1.A

The existing language in Article XXII, Insurance Benefits, Section 1. A shall be stricken and replaced as follows: (deletions are shown as strike throughs, additions are shown as bold, underlined italics):

1. Members of the bargaining unit shall be included in Allegheny County's basic hospitalization program, which covers the County's management employees, when a majority of County employees represented by unions accept the same. This provision shall take precedence over any other contract language, including any other terms and conditions included in hospitalization or insurance benefit provisions of the Collective Bargaining Agreement.

~~A. The Employer shall have the right to select the insurance carrier, plan, trust, or self insurer, provided no overall reduction in benefits results. Reference to a specific carrier is not intended to bind the Employer to procure the bargained for benefits from that carrier.~~

Notwithstanding any other provision of this Agreement, the County shall have the right to change existing medical, surgical, and hospitalization insurance to a plan that is comparable to the coverage which is presently being provided. Comparable in this context does not mean the same or similar. The employees, however, retain the right to grieve the County's determination that the plan is comparable. If the Union does not agree that the plan selected by the County is comparable, it will so state, in writing, to the County within fourteen (14) calendar days if the plan being provided to the employees by the County, or such longer period as mutually agreed to by the parties in writing. In that event, the County may not unilaterally implement the proposed new plan, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on the issue of comparability shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan selected by the County is comparable and shall be final and binding and will determine if the County is authorized to implement the new plan.

ARTICLE XXII, INSURANCE BENEFITS, SECTION 3.B.

The existing language in Article XXII, Insurance Benefits, Section 3.B with regard to premium contributions shall be modified as follows:

Employee contribution to health insurance premiums shall be as follows:

Effective January 1, 2024 - 2.7% of Base Wage

Effective January 1, 2025 – 2.7% of Base Wage

Effective January 1, 2026 – 2.9% of Base Wage

Effective January 1, 2027 – 2.9% of Base Wage

Effective July 1, 2027 – 3.20% of Base Wage

ARTICLE XXIII, UNIFORM ALLOWANCE

The existing language in Article XXIII, uniform allowance shall be added to as follows: (deletions are shown as strike throughs, additions are shown as bold, underlined italics):

Each officer who is required to wear uniform shall be provided by the County with a complete and initial uniform issue for each item of clothing and equipment required for complete summer and winter uniforms.

Effective January 1, 2025, for each year after appointment, officers shall receive an annual uniform credit of ~~eight seven~~ hundred dollars (\$~~8~~700.00) to be used towards uniforms purchased through a **one of two (2)** uniform suppliers designated by the County. Additionally, each officer who is required to wear a uniform shall be provided with a non-accountable annual maintenance/cleaning allowance of three hundred fifty dollars (\$350.00) beginning January 1, 2012, to be paid in the first pay period following May 1.

In the event an officer is assigned or bids into any position in which additional or different clothing or equipment is required, he or she shall be provided with such uniforms and equipment.

The County may require officers to turn in uniform items that are no longer serviceable.

ARTICLE XXIII, UNIFORM ALLOWANCE

The existing language in Article XXIII, uniform allowance shall be added to as follows: (additions are shown as bold, underlined italics):

Employees purchasing items for anyone other than themselves will be subject to disciplinary action up to and including termination.

ARTICLE XXIX, BIDDING,

The existing language of Article XXIX, Bidding shall be modified as follows (additions are shown as bold, underlined italics),

Bidding at the Allegheny County jail shall be governed by the provisions stated in Appendix "A".

The following positions that has little to no inmate contact shall be converted to a civilian position:

Courthouse Officers.

Lobby Security.

ARTICLE XXXVII, TERM OF AGREEMENT.

The existing language in Article XXXVII, the term of agreement shall be modified as follows: (deletions are shown as strike throughs, additions are shown as bold, underlined italics):

This Agreement shall take effect on the first day of ~~July, 2019~~ **January, 2024** and shall remain in full force and effect for a term of four (4) ~~and one half (4.5) years,~~ through the 31st day of December, **2027**, and shall thereafter automatically renew itself for successive terms of one (1) year unless either party shall notify the other (in writing) of any desire for any renegotiation thereof more than one hundred and fifty (150) days prior to the January 1 County budget submission date following any such notice.

Integrated Award


The County shall cause a new collective bargaining agreement to be prepared and printed, which will accurately reflect the modifications made by this Award on the prior collective bargaining agreement between these parties. The printed contract shall contain a table of contents that indicates the page on which the start of each article of the contract can be found.

The County shall distribute the same to the Association within ninety (90) days of the execution of this Award. In the event that parties are unable to agree on any specific provision of the collective bargaining agreement to be drafted in conformance with this Award, any dispute between the parties shall be resolved by this Arbitration Panel, and the Arbitration Panel shall retain jurisdiction until such time as both parties have ratified

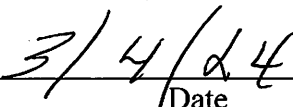
and executed a new collective bargaining agreement that incorporates the terms and conditions of this Award. It is the specific intent of this Arbitration Panel that no right or benefit of either party shall be added or diminished by the mere printing of the new collective bargaining agreement.

Any and all proposals advanced as issues in dispute by either party not specifically addressed by this Award were either withdrawn or rejected.

Again, it is understood that this Award is not unanimous as to every issue. However, there are at least two supporting votes for every provision in this Award.



Michael D. McDowell, Esq.
Chairman



Date

Eric C. Stoltenberg, Esq.
Arbitrator for the Allegheny
County Prison Employees
Independent Union

Richard D. Miller, Esq.
Arbitrator for County of Allegheny

Date

Date