

LABOR AGREEMENT

between

The County of Luzerne

And

The Luzerne County Detectives' Association

January 1, 2021 through December 31, 2024

Article I – Term of Agreement

- (A) The term of the agreement shall be for a period of four (4) years, commencing January 1, 2021 through December 31, 2024.

Article II – Management Rights

It is understood and agreed that the District Attorney in his/her sole discretion possesses the right, in accordance with applicable laws, to manage all operations including the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the District Attorney’s Office. Matters of inherent managerial policy are reserved exclusively to the District Attorney. These include, but are not limited to, such areas of discretion or policy as the functions and programs of the office of the District Attorney, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

The listing of specific rights in this Agreement is not intended to be, nor should it be, considered restrictive or 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 District Attorney in the past. It is further expressly agreed that nothing in the Agreement shall be construed to limit the District Attorney from assigning a case outside of the collective bargaining unit, including assignment of a case to themselves, management or supervisory staff or to outside experienced counsel if the nature of the case in the discretion of the District Attorney requires outside counsel.

Further all inherent managerial rights, management functions and prerogatives, which the District Attorney has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the District Attorney, in accordance with applicable laws.

Article III – Wages

- (A) The base salary for members of the Detectives Bargaining Unit who were hired prior to January 1, 2019 will increase as follows:

Effective January 1, 2021, there shall be a 1.5% wage increase to the base salary.

Effective January 1, 2022, there shall be a 1.5% wage increase to the base salary.

Effective January 1, 2023, there shall be a 2.5% wage increase to the base salary.

Effective January 1, 2024, there shall be a 2.5% wage increase to the base salary.

- (B) All Detectives hired after January 1, 2019 shall be subject to the following progression pay scale:

<u>Length of Service</u>	<u>Annual Salary</u>
Hire	\$47,458
After 1 year	\$49,356
After 2 years	\$51,330
After 3 years	\$53,383
After 4 years	\$55,519
After 5 years (Base)	\$57,739

(C) Detectives hired after January 1, 2019 will only receive “progression wage increases” (4%) as provided in Section “B” above, and will not receive any “general wage increase” provided for under this contract (Article III or elsewhere), except that in calendar year 2023, these members (i.e., hired after January 1, 2019) will receive a one-time lump sum payment of One Thousand Dollars (\$1,000) as a bonus that shall NOT be added to their base salary, which payment shall be made during the month of January 2023.

(D) Promotions made during the term of this Agreement shall be subject to the following rank differentials:

Lieutenant – 10% of Base salary (for members hired after January 1, 2019) or Salary at the time of Promotion (for members hired before January 1, 2019) as applicable.

Captain – 15% of Base salary (for members hired after January 1, 2019) or Salary at the time of Promotion (for members hired before January 1, 2019) as applicable.

Article IV – Longevity

(A) A longevity payment shall be made to each member of the bargaining unit at the rate of .50 percent (one half of one percent) for each completed year of service. The rate shall be computed by multiplying the number of completed years of service by .50 percent (one half of one percent) and then by adding the total to the bargaining unit members’ current base salary.

(B) Straight time, overtime and double time hourly rates will include the base salary plus the longevity rate added.

(C) Detectives hired after January 1, 2012 will receive longevity payments in accordance with the following schedule:

<u># Years of Service</u>	<u>Longevity Payment</u>
5-8	\$400
9-12	\$600
13-16	\$800
17-20	\$1,000
21+	\$1,500

A longevity payment will be made annually to a Detective upon the Detective attaining their respective anniversary date. Such payments will not be incorporated into the individual employee's base salary.

All Detectives on the payroll as of January 1, 2012 are grandfathered under the existing Longevity Payment Plan as described in Subsection "A&B" above.

Article V – Hours of Work and Overtime

- (A) The regular work week shall consist of 37.5 hours and unless changed or modified by the District Attorney consistent with the terms herein, a Detective's regular shift shall commence at 9:00 A.M. and end at 4:30 P.M.. The District Attorney has the management right to change the work hours of Detectives as needed. All hours worked over 40 hours including work performed on Saturdays, shall be at a time and one half rate, except those hours worked on Sunday and Holidays, which shall be paid at the double time rate. In addition to receiving double time rate for hours worked on a Holiday, the Detective will also receive compensatory time as a day off. The Detective may utilize this day off at his/her discretion.
- (B) When a Detective is called to work before his or her shift or after the Detective has completed his or her regular shift and left the premises or at any time other than the Detective's regular shift, said Detective shall be assured a minimum of 4 hours (Call Out) pay at the overtime rate. The County and the Detective Association agree that these provisions shall not apply to Detectives notified prior to the end of their shift of any overtime requirement to work.
- (C) All current existing Detectives shall have the option of selling back all unused holiday, vacation, and compensatory time. These unused days shall be submitted at the end of each year and be paid at an hourly rate based upon the Detective's gross biweekly salary divided by 75.0 hours.
- (D) Detectives hired on or after January 1, 2019 shall only have the option to sell a maximum of 20 days of unused holiday, vacation, and compensatory time, provided that such days/times have been accrued and properly documented.

Article VI – Insurance

- (A) Life Insurance: The County shall provide Life Insurance and Accidental Death and Disbursement Policy coverage at a minimum of \$50,000 for each Detective while employed by the County, and said policy shall be maintained by the County for each Detective after retirement or disability.
- (B) Health Insurance, Dental Insurance and Vision Insurance: The County shall provide each full time active Detective with its current group health insurance plan (Blue Care HMO) or any other equivalent plan. The County shall provide each full time active Detective with its current dental plan (Concordia Dental) or any other equivalent plan. The County

shall provide each full time active Detective with its current vision plan (Davis Vision) or any other equivalent plan.

- (C) Effective January 1, 2021, all bargaining unit members shall contribute to premiums through the payment of 12% of the applicable COBRA rate on an annualized basis.

Effective January 1, 2022, all bargaining unit members shall contribute to premiums through the payment of 12% of the applicable COBRA rate on an annualized basis.

Effective January 1, 2023, all bargaining unit members shall contribute to premiums through the payment of 12% of the applicable COBRA rate on an annualized basis.

Effective January 1, 2024, all bargaining unit members shall contribute to premiums through the payment of 15% of the applicable COBRA rate on an annualized basis.

- (E) Any Detective who opts out of healthcare coverage will be paid an annual \$1,500 bonus. The bonus shall be paid in equal monthly installments for any month in which the member is in an opt-out status. The decision to opt-out shall be made at open enrollment for the following year, but may be rescinded by the employee upon notice to the County that a COBRA qualifying event has occurred.

- (F) The Parties acknowledge the uncertainty regarding various portions of the Patient Protection and Affordable Care Act (“ACA”), its implementing regulations and its potential replacement. Additionally, the ACA and its implementing regulations may be changed, repealed and/or replaced in whole or in part. Accordingly, the parties expressly agree that the County, in its discretion, has the right to re-open the provisions of this Article to negotiate new health care benefit language and cost sharing to the extent that:
 - (i) the health care benefit provided in this Article fails to meet the requirements of the ACA or its related regulations, or of any new federal, state or local health care legislation;
 - or (ii) a change in or amendment to the ACA or its implementing regulations, causes the County to be subject to fees, fines, taxes, or penalties regarding the health insurance coverage provided for in this Article.

If the County decides to re-open the provisions of this Article, the County will provide notice of the decision to the Union and the parties will attempt to reach agreement as to changes to the health care provisions of this Article. In the event the parties cannot reach agreement within 30 days after the County’s notice to re-open this Article, the parties may proceed to arbitration solely with respect to the provisions of this Article and limited to the issues arising out of the decision to re-open.

- (G) The County shall provide dependent coverage when the dependent(s) of the Detective qualify under such plan. (In the event that both the husband and the wife are employees of the County, only one (1) employee shall be eligible for the health plan, including dependent coverage).

- (H) Healthcare Option: A Healthcare Option is extended to existing Detective's on the payroll as of November 3, 2017 (the date of issuance of the Award). The option provides that a Detective that meets the eligibility requirements described below, and opts to voluntarily leave employment with the County any time during the term of this labor agreement, shall receive Healthcare Insurance Coverage until the participating employee is "Medicare Eligible". Such coverage will be at the same coverage category (i.e. husband & wife, family, single, etc.) in place at the time the Detective employee exercises this option and separates employment with the County.

Healthcare Insurance coverage under this option will terminate immediately upon the Detective becoming covered under another Healthcare Insurance Plan. In this event, the Detective is obligated to immediately notify the County.

Eligibility Requirements:

- Must be a current Detective as of March 22, 2012.
- Must have continuous service (no break in service) from date of hire to date of decision to exercise and participate in this option, with the exception of when a Detective is furloughed and subsequently recalled by the County.
- Must be age 55 or older.
- Must meet retirement eligibility requirements of the County Pension Plan.

Article VII – Clothing and Equipment Allowance

- (A) The clothing allowance shall be One Thousand Fifty Dollars (\$1,050) annually per Detective and remain the same throughout the contract.
- (B) The equipment allowance shall be One Thousand Two Hundred Dollars (\$1,200) annually per Detective and remain the same throughout the contract.
- (C) The Detectives shall submit and receive their annual clothing and equipment allowance prior to the end of February each year.

Article VIII – Sick Leave

- (A) Sick Leave may be earned at a rate of one and one half days per month, or 18 days per year, commencing January 1, 1986, and may be unlimitedly accumulated.
- (B) Detectives hired on or after January 1, 2012 shall accrue ten (10) sick days at a rate of 1 day per month commencing on January through October for a total of ten (10) days per year.
- (C) A Doctors certificate may be required for an absence from work due to sickness for three or more consecutive days.

- (D) When sickness in the immediate family requires a Detectives' absence from work, Detectives may not have more than 10 days of such leave entitlement in each calendar year for that purpose. Immediate family is defined to include the following persons: spouse, child or parent of the Detective. The County may require proof of such family sickness.
- (E) Upon retirement or death, accumulated sick leave will be bought back by the County at the rate of \$50 per day for each day accumulated to a maximum of 60 days. This provision is not applicable for any Detective who opts for the "Sick Leave Option" in section (F) herein below. That is, a Detective may only receive the benefits under this section (E) or under section (F), but not both.
- (F) Sick Leave Option: For the term of this collective bargaining agreement, a Sick Leave Option is extended to existing Detectives currently on the payroll who meet the Eligibility Requirements listed below. The Option provides that an eligible Detective who opts to voluntarily leave employment with the County, shall receive Sick Leave termination benefits for unused, accumulated sick days paid in accordance with the following schedule:

<u>Participation Decision</u>	<u>Sick Leave (\$/days)</u>
Through August 31, 2021 *	Up to 60 days @ current rate of pay
From September 1, 2021 through August 31, 2022 **	Up to 40 days @ current rate of pay

*An irrevocable decision to retire must be made by August 31, 2021 by providing written notice to the District Attorney and the County Human Resources Department on or before that date (August 31, 2021), with the effective date of retirement to be on or before December 31, 2021.

** An irrevocable decision to retire must be made by August 31, 2022 by providing written notice to the District Attorney and the County Human Resources Department on or before that date (August 31, 2022), with the effective date of retirement to be on or before December 31, 2022.

Eligibility Requirements:

- Must have been an actively employed County Detective as of January 1, 2019.
- Must have continuous service (no break in service) from date of hire to date of decision to exercise and participate in this Option, with the exception of when a Detective is furloughed and subsequently recalled by the County.
- Must be age 55 or older.
- Must meet retirement eligibility requirements of the County Pension Plan.

Article IX – Holidays and Personal Days

- (A) The Detectives shall receive the same holidays as provided to other Luzerne County Employees. The Detectives shall receive five (5) personal days. Unused personal days cannot be sold back or carried over to the following year.
- (B) Detectives hired on or after January 1, 2012 shall receive five (5) personal days based on their hire date for the first year of employment as follows:

January-February	5 Days
March-April	4 Days
May-June	3 Days
July-August	2 Days
September-October	1 Day

- (C) If a Detective works on a holiday, said Detective shall receive compensatory time at straight time rate for all hours of work on said day in addition the Detective shall be entitled to holiday pay at double time rate.
- (D) As per Section “A” above the following days shall be recognized as paid holidays:
 - a. New Year’s Day
 - b. Martin Luther King Jr’s Birthday
 - c. Washington’s Birthday
 - d. Memorial Day
 - e. Good Friday
 - f. Independence Day
 - g. Labor Day
 - h. Columbus Day
 - i. Veterans Day
 - j. Thanksgiving Day
 - k. The Day after Thanksgiving
 - l. Christmas Day

Article X – Bereavement Leave

- (A) Four (4) days leave with pay for death of spouse, child, mother, father. Three (3) days for a brother, sister, grandparent, grandchild, or anyone who has held the position of parent or child.
- (B) Two (2) days leave with pay for death of a mother-in-law and father-in-law.
- (C) One (1) day leave pay for death of an uncle, aunt, nephew, niece or first cousin by blood and all in-laws.

Article XI – Automobile Expenses

- (A) Automobile Expenses: In the event a Detective covered by this agreement must use their personal vehicle for work purposes, they shall be reimbursed for the use of their vehicle at the current County and State per mile rate. The individuals covered hereunder shall be paid these expenses monthly upon the submission of a written request. No Detective shall be required to use their personal vehicle for any purpose other than their own transportation.
- (B) County vehicles assigned to a Detective shall be used strictly for “County Business Only.”

Article XII – Pension Plan

- (A) The pension plan of the Detectives shall be the same as all other County employees as outlined in conformance with the Luzerne County Employees Retirement System rules and regulations.

Article XIII – Discharge, Demotion, Suspension, Discipline and Grievances

- (A) Effective November 3, 2017, no grievance arbitration award issued pursuant to this article shall infringe upon the right of the District Attorney to hire, fire, direct and supervise the workforce.
- (B) Discrimination: Both the County and the Luzerne County Detectives Association agree not to discriminate against any Detective on the basis of race, color, creed, ancestry, sex, marital status, age, national origin, non-job related handicap or disability, union membership, or office or political/non-political affiliation. The provisions on this agreement shall be applied equally to all Detectives in the bargaining unit. The County agrees not to interfere with the rights of the Detectives to become members of the Luzerne County Detectives Association, and there shall be no discrimination, interference, retaining or coercion by the County, or any County representative against any Detective because of union membership or because of any Detectives activity in any official capacity on behalf of the Association/Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness or efficiency of the Detective’s operation.
- (C) Procedures for resolving grievance:
 - a. Step One: Not later than five (5) workdays after the knowledge of the event giving rise to the grievance, the Detective must discuss the grievance with the Chief of Detectives. The Chief of Detectives shall orally respond to the Detective not later than five (5) workdays thereafter.

- b. Step Two: If the grievance is not settled at step one, the Detective not later than five (5) work days after receiving the answer in step one above, must submit a written grievance to the District Attorney or appropriate designee.
- c. Step Three: The District Attorney or his/her designee shall give their written answer to the grievance within seven (7) calendar days after the receipt, which answer shall be final and binding on the Detective, the Luzerne County Detective's Association, and the County, unless it is timely appealed to arbitration in accordance with step four.
- d. Step Four: The decision of the District Attorney or his/her designee may be appealed within five (5) working days to the American Arbitration Association in accordance with its rules and regulations. The expense of the arbitrator selected shall be equally shared by the County and The Luzerne County Detective's Association.
- e. Step Five: The time limitations set forth in the article are of the essence of this agreement. Any grievance not timely appealed to step three, shall be deemed to have been settled in accordance with the County's step two answer. The same shall be true if the grievance is not timely appealed to step four. If the grievance is not timely submitted at step one, or step two, it shall be deemed as being waived. If the grievance is not timely appealed to step three, it shall be deemed to have been settled in accordance with the County's step two answer. The same shall be true if the grievance is not timely appealed to step four. If the County fails to answer within the time limits set forth in this section, the grievance shall automatically proceed to the next step.
- f. Step Six: The arbitrator shall not have authority to amend or modify this agreement or establish new terms or conditions in this agreement. The arbitrator shall have the authority to hear and determine only one dispute in any one arbitration unless the parties otherwise agree in writing. Effective November 3, 2017, both parties agree that the arbitrator shall have no jurisdiction to determine those rights specifically reserved to the District Attorney under §1620.
- g. For the purpose of this contract, a grievance shall be defined as an allegation by a Detective that the County has violated an express provision of this agreement and past practice, other than those provisions and past practices that interfere with those rights expressly reserved to the District Attorney under §1620.

Article XIV – Military Leave

- (A) Detectives who are required to attend military reserve summer camp shall be permitted to attend for a period of two (2) weeks per year without loss of pay. The County agrees to pay to the Detective, the difference between his/her regular rate of pay and the pay allotted to him/her by the military. The two (2) weeks military leave shall not be charged against the Detectives vacation leave.

Article XV – Vacations

- (A) Detectives shall be entitled to annual paid leave (Vacation) based upon their years of service as follows:
 - a. 6 mo’s through end of 1 yr. of service: 5 days/1 working week
 - b. 1 yr & 1 day through end of 5 yrs of service: 10 days/2 working weeks
 - c. 5 yrs & 1 day through end of 10 yrs of service: 15 days/3 working weeks
 - d. 10 yrs & 1 day through end of 15 yrs of service: 20 days/4 working weeks
 - e. 15 yrs & 1 day through end of 20 yrs of service: 25 days/5 working weeks
 - f. 20 yrs & 1 day or more of service..... 30 days/6 working weeks

- (B) The current policy shall be maintained to carry up to a maximum of forty-five (45) days in a bank for all unused Holiday, Vacation, and Compensatory Time.

- (C) Any unused accumulated vacation leave is payable upon termination of employment with the County. Such payment will be prorated and calculated on the basis of anniversary date, and not the lump sum basis (January 1st) applied to continuously employed Detectives. This rule will apply to only those Detectives terminating within the first year of their employment.

Article XVI– Maintenance of Benefits

- (A) This labor agreement represents the sum total of any and all terms and conditions negotiated between and agreed to by both parties, which will apply through the duration of this agreement.

Article XVII – Severability

Should a portion of this contract be found to be illegal, unenforceable, and/or contrary to law, that section only shall be deemed deleted here from and all other provisions hereof shall remain in full force and effect.

Article XVIII – Expiration

- (A) The terms of this agreement shall remain in full force and effect upon expiration and continue until ratification of a new labor agreement is reached.

Article XIX – Miscellaneous – Electronic Detection K-9 (“EDK9”)

Nothing in this Article is intended to, nor does it, alter the District Attorney’s management rights under this Agreement or provided by law, or the District Attorney’s rights pursuant to Section 1620 of the County Code, to plan, direct and control the operation of the District Attorney’s Office or to hire, fire and supervise the staff of that Office.

- (A) Pursuant to the terms of the approved Electronic Detective K-9 Award Application, there will be an EDK9 Handler, who will initially be Detective Charles J. Balogh, Jr., and thereafter, will be an individual selected by the District Attorney and who meets the requirements of the approved Award Application.
- (B) The work associated with the care and training of the EDK9 while off duty and/or at the EDK9 Handler's residence, including but not limited to, bathing, brushing, exercising, feeding and grooming of the EDK9; training the EDK9; cleaning of the EDK9's kennel or transport vehicle; administering drugs or medicine for illness and/or transporting the EDK9 to and from an animal hospital or veterinarian, is non-bargaining unit work, but is compensable under the Fair Labor Standards Act. The EDK9 Handler will be compensated for the non-bargaining unit work associated with the EDK9 in the form of release time totaling three and one half (3.5) hours per 7-day week.
- (C) The parties acknowledge and agree that payment for the 3.5 release time hours for each 7-day week is a reasonable amount of compensation to compensate the employee for all time spent on non-bargaining unit work associated with the EDK9, including such work performed at home or off duty, and whether that time is during the work week or on weekends.
- (D) The release time hours will be counted as hours worked for the purposes of overtime, but as non-bargaining unit work, the duties performed on weekends or holidays will not be compensable at any premium rates. Only bargaining unit work will qualify for the premium rates for work performed on weekends and holidays.
- (E) As long as the EDK9 is used in performing work for the Luzerne County District Attorney's Office and has not been retired, the County/Luzerne County District Attorney's Office will reimburse the EDK9 Handler for the reasonable costs/expenses, up to a maximum monthly amount of One Hundred Twenty Dollars (\$120), for the EDK9's care, to include food, veterinarian care, general care and transport, after receiving proper receipts for such costs or expenses from the EDK9 Handler. Any other expenses over and above the maximum monthly amount may be reimbursed by the District Attorney's Office in the District Attorney's sole discretion.
- (F) The parties agree to abide by the terms and conditions of the approved Electronic Detection K-9 Award Application.

For Luzerne County:

For the Detectives Association:

C. David Pedri
County Manager

Lieutenant Detective Christopher D. Lynch
President

Date

Date

Union Representative

Tim McGinley
Chair, Luzerne County Council

Detective James P. Noone
Vice-President

Date

Date