

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LUZERNE COUNTY**

**COURT APPOINTED PROFESSIONAL  
EMPLOYEES ASSOCIATION**

**AND**

**LUZERNE COUNTY**

**JANUARY 1, 2015**

**To**

**DECEMBER 31, 2018**

## **PREAMBLE**

This Agreement entered into by the Luzerne County Court Appointed Professional Employees Association, hereinafter referred to as the Association, and the County of Luzerne, hereinafter referred to as the Employer has as its purpose the promotion of harmonious relations between the Association and the Employer, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The Luzerne County Courts are exercising their right to maintain complete autonomy over the hiring, discharge, and supervision of the employees of the Court. The Luzerne County Courts are enforcing the Constitutional Doctrine of Separation of Powers established in Article V, Section 1 of the Pennsylvania Constitution. The Luzerne County Courts have not waived the rights vested in the judiciary.

## **ARTICLE I – RECOGNITION**

**Section 1.** The Luzerne County Court Appointed Professional Employees Association (LCCAPEA) is recognized as the exclusive representative for collective bargaining purposes for Employees established by certification of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-94-533-E, Court Appointed Professional.

**Section 2.** This Agreement pertains only to those Employees falling within the certification referred to in Section 1 of this Article. This Agreement shall not apply to temporary Employees; including summer help or to part-time Employees who work less than 20 hours per week.

**Section 3.** The term Employees when used in this Agreement refers only to those persons falling within the certifications referred to in Section 1 of this Article. Whenever the term "his" is used throughout this Article, it shall refer interchangeably in compliance with the aforesaid policy to male or female

## **ARTICLE II – ASSOCIATION SECURITY**

**Section 1.** The Association shall annually certify a fair share amount to the Employer in accordance with Act 195.

**Section 2.** All bargaining unit members, whether members of the Association or not, shall be subjected to fair share deduction in accordance with Act 195 by the Employer.

**Section 3.** The payment of dues and assessments shall be the only requisition of employment conditions. Fair share fees shall be deducted as above and in accordance with the amendment of the Public Employee Relation Action – Act 195.

### **ARTICLE III – DUES DEDUCTIONS**

**Section 1.** Upon receipt of a signed written authorization from its Employees, the Employer shall deduct from the Employees wages the association dues and assessments for the current month, biweekly from the pay of each Employee, who submits the aforementioned written authorization thereof. The amount of said dues to be deducted shall be certified to the Employer by the Association and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Association by the last day of the following month after such deductions are made. The check-off authorization shall be irrevocable for the term of the Agreement. The form of the authorization shall be in accordance with existing state labor law substantially as set forth in Exhibit “A” which is hereto attached.

**Section 2.** New Employees covered by this Agreement shall be informed at the time of hiring of the position for which they are hired and their salaries. The Employer shall inform such new Employees that The Luzerne County Court Appointed Professional Employees Association (LCCAPEA) is the sole collective bargaining agent for the Employees in the bargaining units.

**Section 3.** The Association will indemnify and save the Employer harmless against any and all suits or other forms of liability which shall arise upon or by reason of action taken by the Employer for the purposes of complying with this Article.

### **ARTICLE IV – INFORMATION**

**Section 1.** During the life of this Agreement, the Employer shall provide, to the Association, on a monthly basis the names of Employees added to or removed from the bargaining units, along with their job title, date of employment and rate of pay. The Association shall receive this list in strict confidence and the list shall be made available only to those Association officials whose use of them occurs in the normal course of Association business.

**Section 2.** New Employees covered by this Agreement shall be informed at the time of hiring of the position for which they are hired and their salaries. The Employer shall inform such new Employees that The Luzerne County Court Appointed Professional Employees Association (LCCAPEA) is the sole collective bargaining agent for the Employees in the bargaining units.

**Section 3.** The Employer shall on a semi-annual basis provide the Association with an up to date list of all Employees who are in the bargaining unit covered by this Agreement, such list shall include the Employees' names and addresses.

## **ARTICLE V – HOURS OF WORK**

**Section 1.** The normal work week shall consist of 35 hours (7.0 hours per day paid plus one (1) hour unpaid lunch). All time in excess of 7.0 hours per day up to 8 hours in a day shall be compensated through compensatory time. Any hours in excess of 8 in one day shall be compensated at the overtime rate. In addition, all hours in excess of 40 in a one (1) week period shall be compensated at the overtime rate. The normal workweek shall be from Monday through Friday and hours shall be regularly scheduled from 8:30 a.m. to 4:30 p.m. The Employer, as may be necessary to supervise and direct the work force, may alter those hours. However any such hours worked other than the regularly scheduled Monday through Friday 8:30 a.m. through 4:30 p.m. will be compensated by the following shift differential per hour:

2010 - \$0.40 2011 - \$0.40 2012 - \$0.50 2013 - \$0.50 2014 - \$0.50

**Section 2.** The workday shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the Employee's shift.

**Section 3.** The regular hours of work for any shift shall be consecutive.

**Section 4.** The normal workweek will consist of 5 consecutive days except in 7-day operations matters. However, if the Employer finds it necessary for the operation of his office to change the normal work week, he may do so, but will make every effort to give as much notice as possible to the Employees affected, except in emergency situations.

**Section 5.** Employees engaged in seven day operations are defined as those Employees working in an activity for which there is regularly scheduled employment for seven (7) days a week. The workweek for seven (7) day operations shall consist of any five (5) days within a consecutive seven (7) calendar-day period.

**Section 6.** In the event of a change in shift from a pre-established work schedule, with less than 72 hours notice, Employees shall be compensated at the rate of one and one-half times their normal hourly rate for all hours worked in a changed shift.

## **ARTICLE VI – HOLIDAYS**

**Section 1.** The following days shall be recognized as paid holidays:

- |                                  |                                |
|----------------------------------|--------------------------------|
| 1. New Year's Day                | 7. Labor Day                   |
| 2. Martin Luther King's Birthday | 8. Columbus Day                |
| 3. Presidents Day                | 9. Veteran's Day               |
| 4. Memorial Day                  | 10. Thanksgiving Day           |
| 5. Independence Day              | 11. Day After Thanksgiving Day |
| 6. Good Friday                   | 12. Christmas Day              |

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those Employees on a normal Monday through Friday work week. For other than those Employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

**Section 2.** To be entitled to holiday pay, the Employee shall be a regular full time Employee and must be in a compensable status the day before or the day after the holiday.

**Section 3.** If an Employee works on a holiday, said Employee shall receive pay at the straight time rate for all hours of said day and, in addition, shall be entitled to holiday day. This shall conform to all existing State and Federal regulations and laws.

**Section 4.** Whenever the Employer declares a special holiday or part holiday for all Employees under the Employer's jurisdiction, all permanent Employees who are required to work on the day on which such holiday hours occur, shall receive time off with pay for all hours worked up to the number of hours in the Employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a special holiday is declared. The Employer shall have the option of paying the Employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

## **ARTICLE VII – VACATIONS**

**Section 1.** Effective January 1, 2015, Employees with twenty years of service shall be entitled to receive 25 vacation days per year. Thereafter, Employees shall earn one-half day additional per year of service to a maximum of five years or 27.5 days of vacation. Full-time Employees shall earn vacation leave according to the following schedule:

SERVICE ANNUAL LEAVE ENTITLEMENT PER YEAR

0 to 6 Months - 0 Days

6 Months to 1 Year - 5 Days

1 Year to 4 Years - 10 Days plus ½ day for every year of service

5 Years to 9 Years - 15 Days

10 Years to 14 Years - 20 Days

15 Years to 19 Years - 25 Days

20 Years and over - 25 Days plus ½ day for every year of service (max-27 ½ days)

All Vacation Days will be awarded as of and effective January 1<sup>st</sup> of each year.

**Section 2.** Vacation pay shall be at the Employee's regular straight time pay in effect for the Employee's regular job on the payday immediately preceding the Employee's vacation period.

**Section 3.** The Court Personnel Policies will be followed related to the scheduling and granting of vacation time.

**Section 4.** If a holiday occurs during the week in which an Employee takes a vacation, the holiday shall not be charged to the annual leave.

**Section 5.** Upon separation of employment for any reason including death, the employee will be compensated for any vacation days which have been accumulated at the current rate of pay. An employee who has taken more vacation days than those earned as per the following monthly schedule (number of vacation days awarded the year of separation – times seven (7) hours – divided by twelve (12) months) shall reimburse the employer for those days at the current rate of pay.

Effective September 2, 2016 (date of issuance of the Award), this Section 5 shall be revised as follows:

Upon separation of employment for any reason including death, except for termination with cause, the Employee will be compensated for any vacation days

which have been accumulated at the current rate of pay, as long as the time accrued is documented. An Employee who has taken more vacation days than those earned as per the following monthly schedule (number of vacation days awarded the year of separation – times seven (7) hours – divided by twelve (12) months) shall reimburse the employer for those days at the current rate of pay.

**Section 6.** Employees may carry over up to a maximum of twenty-five (25) vacation days to the next calendar year. In addition, employees who have accumulated and not used vacation days at the end of any calendar year may sell back to the employer all days over fifteen (15) (to a maximum of ten (10) days) at the rate of pay in effect for December 31<sup>st</sup> of that year. In order to qualify, employees selling back vacation time must use five (5) consecutive vacation days or one-half (1/2) of their allotted vacation time and must give notification to the employer no later than December 15<sup>th</sup> of that year.

Effective January 1, 2017, in order to qualify to sell back vacation time, the employee must have made a written request to the Court for the vacation days and the Court must have denied the request.

**Section 6a.** Employees who chose NOT to sell back vacation time will not be required to take five (5) consecutive vacation days or one-half (1/2) of their allotted vacation time.

**Section 7.** Whenever the Employer declares a holiday, and the Employee is already on vacation or personal day, the Employee shall be reimbursed for the holiday time or receive an additional personal day.

**Section 8.** The Court Personnel Policies will be followed related to the accumulation and use of vacation time.

## **ARTICLE VIII - SICK LEAVE**

**Section 1.** The number of sick days remains at seventeen (17) days (119 hrs.) per year, the calculation will be at the rate of one and one-half (1.5) days (ten and one half (10.5) hrs.) for the first ten (10) months, then one (1) day (seven (7) hrs.) for the last two (2) months of the year. Sick Leave shall be accumulated and used in hours and may be taken for but not limited to appointments, procedures or illness. Employees must use a minimum of one (1) hr. sick leave at any time and will request sick leave for an appointment or procedure at least forty-eight (48) hours in advance whenever possible.

**Section 2.** The Court Personnel Policies will be followed related to absence from work due to sickness.

**Section 3.** Where sickness in the immediate family requires the Employee's absence from work, Employees may use not more than ten (10) days of such leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: husband, wife, child, or step-child, parent or step-parent of the Employee, sister, brother or family member for whom the Employee is a primary care giver. The Employer may require proof of such family sickness.

**Section 4.** Upon retirement or death, accumulated sick leave will be bought back by the Employer at the rate of \$40.00 per day for each day accumulated to a maximum of sixty (60) days.

**Section 5.** The "Sick Day Bank" will be eliminated within thirty (30) days after September 2, 2016 (the date of issuance of the Award). Within those thirty (30) days, any requests for usage of the Sick Day Bank, pending as of the issuance of this Award, will be decided by the Board of Administrators. Any sick days remaining in the Sick Day Bank as of its elimination shall be distributed within forty-five (45) days of September 2, 2016 to current Employees' individual sick leave accounts on a proportional basis.

**Section 6.** The Employer shall notify Employee, in writing, in January of each year of the number of days of sick leave accredited to said Employee as of the close of business of the previous year.

## **ARTICLE IX – BEREAVEMENT LEAVE**

**Section 1.** All full-time Employees will be entitled to four (4) days leave with pay when there is a death in the Employee's immediate family which shall be defined as spouse, child, step-child, mother, step-mother, father, or step-father, sister, or step-sister, brother or step-brother, mother-in-law or father-in-law.

**Section 2.** All full-time Employees shall be entitled to three (3) days off leave with pay when there is a death in the Employee's family which shall be defined as grandmother, grandfather, grandchild, step-grandparent or step-grandchild, brother-in-law or sister-in-law.

**Section 3.** All Employees shall be entitled to one (1) day leave if there is a death of another relative which shall be defined as uncle, aunt, nephew, niece or cousin.



**Section 4.** If the Employee is notified of such death while at work, he/she shall be excused from further work on that day without loss of pay and the time off provided for above shall begin with the following day.

**Section 5.** Employee will be permitted to use Sick Leave, Vacation Leave or Personal Leave to supplement bereavement to allow for a leave of up to five (5) days.

#### **ARTICLE X – JURY DUTY**

**Section 1.** Employees called for Jury Duty shall be granted leave with pay. Jury pay to be refunded to the County.

#### **ARTICLE XI – MILITARY DUTY**

**Section 1.** The Employee will abide by all federal and state laws, rules and regulations concerning all permanent Employees of the county which are members of the reserve components of the Armed Forces of the United States and each Employee shall be entitled to military leave with compensation up to a maximum of 15 working days per calendar year.

#### **ARTICLE XII – FAMILY MEDICAL LEAVE ACT**

The parties agree to follow the Court Personnel Policies for FMLA leave.

#### **ARTICLE XIII – CALL TIME**

**Section 1.** An Employee who has been called into work outside of his/her regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of four (4) hours pay at the Employee's regular straight time hourly rate, whichever is greater. Call time begins when the Employee reports to his/her assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed, unless the Employee's scheduled work shift has commenced. There shall be no duplication of hours of pay.

**Section 2.** An Employee assigned to "pager duty" is scheduled to provide services when the office is closed to the public such as evenings, weekends, or holidays and shall be compensated by the following amounts per week:

2015 - \$572.78

2016 - \$572.78 until September 2, 2016, when it increases to \$600.00  
2017 - \$600.00  
2018 - \$625.00

**Section 2A.** In addition, Employees who have “pager duty” on a holiday shall be compensated with an additional seven (7) hours of compensatory time.

**Section 3.** Compensatory time may be accumulated but must be used by the employee within a three (3) month period following attainment of compensatory time.

#### **ARTICLE XIV – OVERTIME**

**Section 1.** One and one-half (1 ½) of the Employee’s regular hourly rate of pay shall be paid for work under the following conditions:

- A) For or any work performed in excess of 8 hours in any work day or in excess of forty (40) hours in any work week.
- B) There shall be no duplication or pyramiding of any premium pay for the same hours worked under the provisions of the Agreement.

**Section 2.** The following items will be regarded as hours worked for the purpose of computing overtime under Section 1 of this Article:

- A) HOURS WORKED

**Section 3.** The hours worked between 7 and the 8<sup>th</sup> hour will be handled as compensatory time off, only for those Employees who work a normal 7 hour day.

**Section 4.** A shift differential of 50 cents per hour will be paid to the second and third shifts.

**Section 5.** All the before mentioned sections shall conform with all existing State and Federal regulations and laws.

#### **ARTICLE XV - PERSONAL LEAVE DAYS**

**Section 1.** New Employees will receive Personal Days as follows based upon their hire date:

January – February.....5 days  
March – April .....4 days  
May – June.....3 days  
July – August.....2 days  
September – October.....1 day

The Employer grants to all other Employees five (5) personal days (35 hours) each year subject to the following conditions:

- A) No employee may take his five (5) personal days on consecutive days.
- B) The Employee shall make a request with the Employer at least forty-eight (48) hours before the days are to be taken, if possible.
- C) The parties agree to follow the Court Personnel Policies for the granting of personal leave days.
- D) The Employer has the sole right to grant personal leave. Should the Employer exercise this right and deny an Employee a request to use up to five (5) personal days each year, said Employee shall receive one day's pay for each day denied at the rate of one and one-half times their normal hourly rate.

**Section 2.** Any employee separated from the services of the Employer for any reason, other than discharge for cause, including death, prior to taking his or her personal leave, shall be compensated in a lump sum for the unused personal days accumulated up to the time of separation as long as time accrued is properly documented.

## **ARTICLE XVI – LEAVE OF ABSENCE**

**Section 1.** Upon written request from an Employee, the Employer at its discretion may grant a leave of absence without pay for a period not to exceed six (6) months.

**Section 2.** Any leave of absence granted by the Employer shall be under the conditions specified by it and shall be issued in writing. A leave of absence, however, will not be granted for taking of employment elsewhere.

**Section 3.** During a leave of absence, without pay, an Employee shall not accumulate seniority.

**ARTICLE XVII – DISCHARGE, DEMOTION,  
SUSPENSION AND DISCIPLINE**

The Court retains the sole and exclusive right to discharge, demote, suspend or discipline Employees. All actions taken by the Court pursuant to this Article shall not be subject to grievance and arbitration procedure of this Agreement, but rather shall be taken up in accordance with the Court Policy and Procedure Manual. This Article shall not serve to diminish any Employee rights under law, or the Court Policy and Procedure Manual.

**ARTICLE XVIII – DISCRIMINATION**

The parties agree to follow the equal employment opportunity policies in the Court Personnel Policies.

**ARTICLE XIX – ASSOCIATION BUSINESS**

**Section 1.** The Employer agrees to provide space on bulletin boards to the Association for the announcement of meetings, election of officers of the Association, and any other material related to Association business. Furthermore, the Association shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Association may send mail related to Association business to local Association representatives at appropriate facilities to which mail is delivered. Such mail shall not be opened.

**Section 2.** No Association member or representative shall solicit members, engage in organization work or participate in other Association activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Association members or representative may be permitted to use suitable facilities on the Employer's premises to conduct Association business during non-working hours upon obtaining permission from the Employer's personnel officer or his designated representative. The Association must pay for any additional costs involved in such use.

Association representatives shall be permitted to investigate and discuss grievances during work hours on the Employer's premises if notification is given to the personnel officer or his designated representative. If the Association representative is an Employee of the Employer, he shall request from his immediate supervisor reasonable time off from his regular duties to process such grievances.

**Section 3.** Association representatives shall be permitted a reasonable amount of time during working hours to negotiate with authorized representatives of the Court for successor labor agreements provided: (a) they obtain the permission of their supervisor in advance; (b) the Court will only permit representatives to be excused from their Court responsibilities if it does not interfere with the Court's ability to run the Courts at that time; and (c) this provision shall only apply to time spent with the Court representatives and shall only apply to time spent during their regular work schedule (the Association's preparation and hours spent outside regular work hours shall not be compensated by the Court).

### **ARTICLE XX – TRAVEL EXPENSE**

Travel expenses shall be paid in accordance with GSA. Mileage will be reimbursed at the prevailing GSA rates.

### **ARTICLE XXI – HEALTH AND WELFARE BENEFITS**

**Section 1.** The Employer shall provide each full-time active Employee with their choice of the following plans: First Priority Management Plan, or the Geisinger Health Options Management Plan with the benefits, services and conditions attached hereto as made part of this agreement which became effective January 1, 2007. Effective no sooner than November 1, 2016, the Employer shall replace the Employees' Health Care Plan, currently in effect for each full-time active Employee, with a new revised Health Care Plan (New BlueCare HMO Plan). A summary of the deductibles, copays and out-of-pocket expenses for Employees under the new Health Care Plan is attached to this Agreement as Exhibit A and is made part of this Agreement. Changes to deductibles, co-pays and out-of-pocket expenses for Employees and their dependents, as set forth in Exhibit A, shall become effective when the new Health Care Plan is implemented by the Employer. However, the new deductible(s) will not be pro-rated and will apply in full for the calendar year of 2016.

**Section 2.** The Employer shall provide dependency coverage when the dependents of the Employee qualify under such plan.

**Section 3.** The Employer may offer an equal or equivalent plan as a substitute for each or all of these plans specified in Sections 1 and 2 above at no additional cost to the Employee.

**Section 4.**

**Section 4A.** Effective January 1, 2014, Employees shall contribute per month coverages according to the following scale:

- 1) Single - \$50.00 per month
- 2) Parent and child - \$85.00 per month
- 3) Parent and children - \$85.00 per month
- 4) Husband and wife and family - \$105.00 per month

**Section 4B.** Effective with the first full pay after September 2, 2016, Section 4A no longer applies and all Employees will contribute 10% of the 2016 health care premium cost in effect for their current Health Care Plan, based on the category of coverage they have elected. When the new revised Health Care Plan becomes effective, the Employees will contribute 10% of the 2016 health care premium cost in effect for the new revised Health Care Plan, based on the category of coverage they have elected. For 2017 and 2018, the Employees will contribute 10% of the health care premium cost in effect for the new revised Health Care Plan for each respective year, based on the category of coverage they have elected.

**Section 5.** Upon the date of issuance of the Award (September 2, 2016), the County will provide the Union with the premium amounts in effect for 2016 for the current Health Care Plan, and the new revised Health Care Plan. At least thirty (30) days prior to January 1, 2017, the County will provide the Union with the health care premium amounts to be in effect for 2017. Upon request from the Union, the County will provide the Union with documentation demonstrating the basis for the calculation of the health care premium amounts.

**Section 6.** An Employee who opt-out of the health plan shall be paid a \$1,500 bonus. In order to qualify for this bonus, the Employee must demonstrate evidence of comprehensive insurance coverage from another employer-sponsored plan including the County Plan.

An Employee hired on or after January 1, 2016, whose spouse is employed by the County, and where that Employee is covered under the County Health Plan as a spouse, is not eligible to participate in the opt-out bonus. An Employee hired before January 1, 2016, who is currently participating in the opt-out bonus, and is currently covered under the County Health Care Plan as a spouse, will be "grandfathered." Such "grandfathered" Employees shall continue to be eligible to participate in the opt-out bonus provided all other obligations are met. Those Employees who have Medicare as their other health insurance coverage are not eligible for the opt-out bonus.

**Section 7.** The Employer will provide for the Employee ONLY, a vision/eyeglass plan at no cost to the Employee.

**Section 8.** The Employer will provide Employees with the opportunity to participate in a dental insurance plan, with the entire cost of the program to be borne by the eligible Employee.

**Section 9.** The Employer may offer an equivalent plan as a substitute for each or all of these plans. The Employer will provide advance notice, if possible, of any changes or modifications of health insurance plan options. If possible, prior to substituting a plan, the Employer will meet with the Union to discuss the proposed changes.

### **ARTICLE XXII – SALARY AND WAGES**

**Section 1. Wages:** The Bargaining Unit consists of (1) Adult Probation/Parole Agent, (2) Juvenile Probation Officer, (3) Domestic Relations Conference Officer, (4) Domestic Relations Support Officer, (5) Domestic Relations Enforcement Officer, and (6) Restitution Officer. The following Wage Scale shall be placed into effect for all members of the bargaining unit identified above, regardless of their assignment or classification from date of hire.

**Section 1A.** Except as provided in Sections 1B, 1C and 1D of this Article XXII, the following general, across-the-board wage increases will be granted to Employees, in all categories and classifications, during the term of this Award as follows:

1/1/2015 – 0%	Retroactive to 1/1/2016 – 2%	1/1/2017 – 2.5%	1/1/2018 – 2%
\$47,382.41	\$48,330.06	\$49,538.31	\$50,529.08
\$49,315.20	\$50,301.50	\$51,559.04	\$52,590.22
\$51,156.19	\$52,179.31	\$53,483.79	\$54,553.47
\$53,040.75	\$54,101.57	\$55,454.10	\$56,563.19
\$54,918.41	\$56,016.78	\$57,417.20	\$58,565.54
\$56,767.79	\$57,903.15	\$59,350.73	\$60,537.74
\$58,606.73	\$59,778.86	\$61,273.33	\$62,498.80
\$64,266.54	\$65,551.87	\$67,190.67	\$68,534.48

Although there is no general, across-the-board wage increase for 2015, the wage freeze for 2015 will not impact step increases (if applicable) or longevity payments due to Employees for 2015.

**Section 1B.** Employees who were in the bargaining unit as of January 1, 2016, or were hired on or after January 1, 2016, and who resigned, retired or transferred out of the bargaining unit before September 2, 2016 (the effective date of the Award) will receive the retroactive wage increase. Employees who have been terminated for cause prior to September 2, 2016 (the effective date of this Award) are not eligible to receive the retroactive wage increase.

**Section 1C. Starting Salary.** Employees hired on or after September 2, 2016 (the date of issuance of the Award) will have a starting salary of \$36,000.00 per year.

**Section 1D. Step Increases.** Employees hired on or after September 2, 2016 (the date of issuance of the Award) will receive step increases of 2.5% per year in accordance with the following schedule:

Starting Salary:	\$36,000.00
After 1 <sup>st</sup> Year:	\$36,900.00
After 2 <sup>nd</sup> Year:	\$37,823.00
After 3 <sup>rd</sup> Year:	\$38,769.00
After 4 <sup>th</sup> Year:	\$39,738.00
After 5 <sup>th</sup> Year:	\$40,731.00
After 6 <sup>th</sup> Year:	\$41,749.00
After 7 <sup>th</sup> Year:	\$42,793.00

Step increases will be automatically granted to Employees upon their work anniversary date.

For the life of the September 2, 2016 Award only, Employees hired on or after September 2, 2016 will receive the step increases set forth above in this Section 1D, but will not also receive the general, across-the-board increases, set forth above in Section 1A.

The step increases set forth in the wage chart in Section 1A of Article XXII of this Agreement will continue to apply to Employees hired prior to September 2, 2016 (the date of issuance of the Award) but will not apply to Employees hired on or after September 2, 2016. Instead, Employees hired on or after September 2, 2016 will receive the step increases set forth in this Section 1D.



## **Section 2. Longevity.**

**Section 2A.** Longevity: Effective January 1, 2010, the Longevity shall be .25% (.0025) times years of total service. Longevity payments shall commence in the eighth (8<sup>th</sup>) year of service. Longevity payments shall only consider time worked in classifications in the bargaining unit of the Court Appointed Professional Employees Association. However, individuals who received Longevity checks in 1997 and received credit for time worked in the Court nonprofessional bargaining unit categories shall continue to receive credit for such time as they received in 1997.

**Section 2B.** Employees hired on or after September 2, 2016 (the date of issuance of the Award) shall receive longevity payments in accordance with the following longevity schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
8-10 Years	\$300.00
11-15 Years	\$500.00
16-20 Years	\$800.00
21-25 Years	\$1,200.00
25-30 or More Years	\$1,500.00

**Section 2C.** Employees hired prior to September 2, 2016 (the date of issuance of the Award) shall continue to receive longevity payments in accordance with the formula set forth in Section 2A of Article XXII (Salary and Wages) of this Agreement. However, such longevity payments will be subject to a cap of \$5,700.00. Therefore, no Employee will receive more than \$5,700 per year in a longevity payment, with the exception of any current Employees whose longevity payments for 2016 will exceed that \$5,700.00 cap. Such Employees will have their longevity payment frozen at their 2016 level, even if those payments exceed \$5,700.00. These Employees will continue to receive their 2016 level of longevity payment in future years, but such Employees will not receive further increases to their 2016 level of longevity payment.

**Section 2D.** Longevity payments will be effective as of the anniversary of the Employee's date of hire. These payments will not become part of the Employee's base salary. Longevity payments will be made in one lump sum payment as follows: if the Employee's date of hire anniversary occurs between January 1 and June 30, the payment will be made during the month of June and if

the Employee's date of hire anniversary occurs between July 1 and December 31, the payment will be made during the month of December.

## **ARTICLE XXIII – GRIEVANCE AND ARBITRATION**

The grievance and arbitration language will be honored except in those circumstances in which the Luzerne County Courts are exercising their right to maintain complete autonomy over the hiring, discharge and supervision of the Employees of the Court. The Luzerne County Courts are enforcing the Constitutional Doctrine of Separation of Powers established in Article V, Section 1 of the Pennsylvania Constitution. The Luzerne County Courts have not waived the rights vested in the judiciary.

**Section 1.** Should a grievance or dispute arise concerning the application, meaning or interpretation of this Agreement, there shall be no work stoppage, shutdown, strike, suspension, interruption of work on the part of the Association but an earnest effort shall be made to settle such matters promptly in accordance with the procedure set forth in this Article as follows:

**Section 2. Step One:** The Employee either alone or accompanied by the Association representative, shall present the grievance in writing to the Employer's immediate supervisor within five (5) working days of the date of the occurrence of the event giving rise to the grievance. The grievance shall set forth the fact situation claimed as a grievance and shall identify the Article or Articles of the collective bargaining agreement relied upon in alleging the grievance. The supervisor shall respond within five (5) working days.

**Step Two:** In the event the grievance has not been adjusted or satisfactorily resolved in Step One, the Employee, or the Association may appeal in writing to the Employer within five (5) working days of the date the supervisor's answer is due. Said designated Employer shall respond in writing within five (5) working days.

**Step Three:** If the grievance remains unadjusted in Step Two, an appeal may be made by the Employee or the Association through the representative to the Employer, or their designated representative within ten (10) working days of the date the Employer's answer is due. The Employer or their designated representative shall respond in writing within ten (10) working days.

**Step Four:** Arbitration (a) An appeal to arbitration from an unfavorable decision, except such decisions as governed by Article XVII, may be initiated by the

Association within ten (10) working days of the Step Three (3) answer or the date that the answer is due.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of an extension at any step shall not be deemed to establish a precedent.

**Section 3.** An Employee shall be permitted to have a representative of the Association present at each step of the grievance procedure. Upon request by an Employee or Association representative, a grievance meeting will be rescheduled, if necessary, if Association representation is temporarily unavailable to the Employee. When this occurs, the time limits, for response to the grievance will be suspended during the postponement period.

Employees selected by the Association to act as Association representatives shall be known as stewards. The Association shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved Employee and Association representative, if Employees of the Employer, shall be granted reasonable time during working hours, if required, proceeding with a grievance in accordance with this Article without loss of pay or leaving time.

Where such Association representatives represent Employees in more than one agency, they shall be permitted to cross agency lines for this purpose.

Any matters concerning discharge, demotion or discipline shall not be subject to the grievance and arbitration procedure of this Article, but rather shall be addressed in accordance with the Court Policy and Procedure manual, where appropriate.

## **ARTICLE XXIV – LIFE INSURANCE**

**Section 1.** The Employer shall provide each Employee, at no cost to the Employee, Group Term Life Insurance Coverage in the amount of \$50,000.00 with double indemnity for accidental death.

## **ARTICLE XXV – SENIORITY**

The Seniority language will be honored except in those circumstances in which the Luzerne County Courts are exercising their right to maintain complete autonomy over the hiring, discharge and supervision of the Employees of the Court. The Luzerne County Courts are enforcing the Constitutional Doctrine of Separation of Powers established in Article V, Section 1 of the Pennsylvania Constitution. The Luzerne County Courts have not waived the rights vested in the judiciary.

**Section 1.** Seniority shall be defined as an Employee's length of continuous service from the day of hire with the Employer in his department; set forth in Appendix A. Super Seniority will be extended to the following officers: President, Vice-President, Secretary, Treasurer, and Chief Steward. Super Seniority, by definition, would be the last person to be let go if a furlough prevails.

**Section 2.** Probationary period. New Employees shall be added to the seniority list ninety (90) days after their date of hire.

**Section 3.** Seniority List. Every six (6) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each Employee. Upon request of the President of the Association, an updated seniority list shall be made available.

**Section 4.** Break in continuous service. An Employee's continuous service record shall be broken by involuntary resignation, discharge for just cause, retirement.

**Section 5.** The Employer agrees to post all permanent job vacancies, the posting shall be for five (5) calendar days.

**Section 6.** In involuntary transfers with respect to the consolidation or elimination of any department into a new department, all affected Employees would retain departmental seniority into the new department.

**Section 7.** In making shift assignments when vacancies occur, seniority will be one of the weighed factors.

## **RTICLE XXVI – CLOTHING/EQUIPMENT ALLOWANCE**

**Section 1.** Each Employee shall be paid a lump sum per year for clothing allowance. Such payment shall be made at the beginning of each year and not later than January 31, of that year. Equipment to be provided by the County shall

include: flashlights, handcuffs and handcuff cases, radios, ID cards and/or badges, belt pouches for latex gloves, arrest jackets and duffle bags to carry their equipment. In addition, each department shall be provided sufficient body armor and hobble restraints for use by members of the department. The uniform allowance scale is as follows:

2010 - \$450; 2011 - \$450; 2012 - \$500; 2013 - \$500; 2014 - \$500

## **Section 2. Body Armor Policy Responsibilities**

**Section 2A.** Body armor issued by the Department must be worn while on duty and in contact with the public outside of a controlled environment. For the purpose of this policy, a controlled environment shall be defined as the probation and/or domestic offices.

**Section 2B.** Officers shall not be required to wear body armor while in a controlled environment as defined herein or Luzerne County Court Rooms. Officers shall not be required to wear body armor when not in contact with the public or within a controlled environment as defined herein.

**Section 2C.** Officers shall be responsible for proper storage, security, maintenance, and cleaning of the body armor panels, ballistic inserts, and carrying case. Improper or negligent handling of body armor that results in loss or damage may result in the officer being required to reimburse the department for the loss.

**Section 2D.** Officers are responsible for notifying their supervisor and procurement employees when body armor becomes damaged or requires repair or replacement.

**Section 2E.** Body armor shall be replaced in accordance with manufacturers specifications.

## **ARTICLE XXVII – PENSION PLAN**

**Section 1.** The existing Pension Plan as mandated by the third class County Code shall remain in effect and the Employer shall continue to make its contributions as presently in existence.

## **ARTICLE XXIX – PEACE AND STABILITY**

**Section 1.** It is understood that there will be no strike, as that term is defined under the Public Employees Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

**Section 2.** Should a strike occur not authorized by the Association, the Association within 24 hours following the request of the Employer shall:

- A. Publicly disavow such action by the Employees.
- B. Advise the Employer, in writing, that such Employee action has not been authorized or sanctioned by the Association.
- C. Post notices on all bulletin boards advising Employees that it disapproves of such action and instruct them to return to work immediately.

**Section 3.** The Employer reserves the right to discipline, suspend, demote, or discharge any Employee who violates the provisions of Section 1 of this Article.

**Section 4.** The Employer will not engage in any lockout during the life of this Agreement.

## **ARTICLE XXX – MANAGEMENT RIGHT**

**Section 1.** It is understood and agreed that the Employer, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit agreements.

Matters on inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

**Section 2.** The listing of specific rights of this Article is not intended to be or should be considered restrictive or a waiver of any of the rights of management not listed and not specifically herein whether or not such rights have been exercised by the Employer in the past.

**Section 3.** All matters involving the rights of the Courts to hire, discipline, discharge, supervise, assign or direct the members of this bargaining unit, are vested exclusively in the Courts and are not subject to any terms or conditions of this collective bargaining agreement.

### **ARTICLE XXXI – CONTRACT TERM**

The term of the Agreement shall be four (4) years, commencing January 1, 2015 and continuing until December 31, 2018. All benefits set forth herein shall be effective January 1, 2015, unless specifically noted otherwise.

**SIGNATURE PAGE**

COURT APPOINTED  
PROFESSIONAL EMPLOYEES  
ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

LUZERNE COUNTY

\_\_\_\_\_  
David Pedri, County Manager

\_\_\_\_\_  
David Parsnik, Director of  
Administrative Services

Date: \_\_\_\_\_