

AGREEMENT

between

THE COUNTY OF ALLEGHENY

and

THE ALLEGHENY COUNTY (D.A.) DETECTIVE ASSOCIATION

The term of the agreement shall be from July 1, 2013 until June 30, 2017.

TABLE OF CONTENTS

<u>Article:</u>	<u>Title:</u>	<u>Page:</u>
I.	Term of Agreement	1
II.	Definitions	2
III.	Recognition	3
IV.	Grievance Procedure	4
V.	Uninterrupted Operation and Continuous Service	7
VI.	Vacations	8
VII.	Sick Leave	10
VIII.	Funeral Leave	13
IX.	Effect of Agreement	14
X.	Management Rights	15
XI.	Retirement	16
XII.	Severability	17
XIII.	Jury Duty	18
XIV.	Clothing Allowance	19
XV.	Compensation	20
XVI.	Insurance Benefits	23
XVII.	Non-Discrimination	31
XVIII.	Tuition Reimbursement	32
XIX.	Rights to Information	33
XX.	Seniority	34
XXI.	Fair Share	35

ARTICLE I -
TERMS OF AGREEMENT

The term of the Agreement shall be from July 1, 2013 until June 30, 2017 (i.e. a period of four (4) years).

ARTICLE II -

DEFINITIONS

For the purposes of this Agreement, the following words shall have the meaning set forth below:

1. County - is the "managerial representative" and shall specifically mean the Managers of the County of Allegheny or the Managers' designees.
2. Employee - is an individual employed by the County in the unit defined below.
3. Union - is an "employee organization" as defined in Act 111 and shall specifically mean the ALLEGHENY COUNTY (D.A.) DETECTIVES ASSOCIATION.
4. Unit - a group of County employees appointed by the District Attorney excluding all management level employees, supervisors, first level supervisors, and confidential employees.

ARTICLE III -

RECOGNITION

The County hereby recognizes the Union as the sole and exclusive bargaining representative of the unit employees with respect to such terms and conditions of employment exclusively within the control of the County Managers and excluding those terms and conditions of employment which might affect the authority of the District Attorney to hire, terminate and supervise unit employees.

ARTICLE IV -
GRIEVANCE PROCEDURE

1. Grievance Procedure Definitions:

- A. Grievance - An alleged breach or violation of this Agreement or a dispute arising out of the interpretation or application of the provisions of this Agreement.
- B. Grievant- Any employee or group of employees claiming the alleged breach or violation of this Agreement or claiming a dispute has arisen out of the interpretation or application of the provisions of the Agreement.

2. Scope of Grievance Procedure:

- A. Any matter not specifically covered by a provision of this Agreement, as well as any matter reserved to the discretion of the County by the statutes, legal precedents and regulations of the Commonwealth of Pennsylvania, and/or by the terms of this Agreement is not a grievance and will not be construed as a grievance.
- B. An election by the grievant to utilize the procedure will preclude such issue from being raised in any other manner or proceeding.

3. Procedural Steps for Grievance Processing:

A. Level One - Department of Employee Relations

An alleged grievance may be reduced to writing within seven (7) work days from the alleged occurrence of the grievance, or within seven (7) work days from the time the grievant reasonably should have known or been aware of the existence of the situation given rise to the alleged grievance. The written grievance, which must be submitted on an approved form and signed by the grievant and an authorized Union representative; must be filed with the Manager of Labor Relations or his authorized representative. The Manager, or his representative, and the Union shall meet either with or without the Grievant, and attempt to settle the grievance.

B. Level Two – County

If the Union is dissatisfied with the decision at Level One, or no decision was rendered within five (5) work days of the submission of the alleged grievance at Level One, the Union may, within five (5) work days after a decision at Level One, or ten (10) work days after the grievance was submitted at Level One, whichever is sooner, submit the grievance in writing to the County Managers or their designees. The Managers or their designees will consider the merits of the alleged grievance and render a written decision within twelve (12) calendar days of the submission of the alleged grievance to them.

C. Level Three – Arbitration

If the Union is not satisfied with the decision at Level Two, it may, within five (5) work days after a decision at Level Two, or within fifteen (15) calendar days after the alleged grievance was submitted at Level Two, whichever is soon, serve written notice upon the County that it intends to submit the alleged grievance to arbitration. Within eight (8) calendar days of said appeal notice the representatives of the Parties shall confer in an attempt to reach mutual agreement on an arbitrator. Should the Parties fail to agree on an arbitrator they will jointly request the Pennsylvania Bureau of Mediation to provide them with a panel of seven (7) arbitrators. The County shall strike a name from the panel, and the Parties shall then strike alternately until only one proposed arbitrator remains. The neutral arbitrator selected shall hear the case and render a written decision as soon as possible. The decision of the neutral arbitrator shall be in writing and shall be final and binding and in accordance with the terms of Act 111 of the 1970. The neutral arbitrator is authorized only to clarify and interpret the express terms, provisions or clauses of this Agreement, and does not have the authority to enlarge, alter, modify, delete or change the express terms, provisions or clauses of this Agreement.

4. Miscellaneous Provisions:

- A. It is agreed that any grievance must be presented under the procedures of this article promptly and within the prescribed time limitations. Any grievance not presented within the time limitations of each level shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the decision in the last level to which the grievance was carried and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended by mutual consent of the parties.
- B. Conferences, meetings, and hearings held pursuant to this grievance procedure shall be set by mutual agreement.
- C. The Union shall inform the County in writing of all persons authorized to

settle grievances on a level or advance grievances to the next level. Only such persons shall settle and/or advance such grievances. All answers to and advances of grievances in and from Level One and above shall be in writing with reasons.

- D. Forms for filing and appealing grievances shall be prepared by the County and approved by the Union. The Union shall distribute these forms to its members on an "as needed" basis and shall obtain a grievance number from the Department of Employee Relations for each grievance it intends to file prior to that filing.
- E. All employees attending conference, meetings and/or hearings involving this grievance procedure will do so on their own time.
- F. The Union and the County will each bear its own costs incurred in the grievance procedure, except that both parties will share the cost of the neutral arbitrator equally.
- G. Nothing in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
- H. None of the foregoing shall relieve the District Attorney from the requirement of establishing just cause grounds for the imposition of any discipline, up to and including termination, with respect to unit employees. *(1996 award).*

ARTICLE V -

UNINTERRUPTED OPERATION AND CONTINUOUS SERVICE

1. The Union recognizes that it is absolutely necessary for the County to be operated on a twenty-four (24) hour, seven (7) day a week basis, and that the County's operations be properly manned.
2. The Union and the employees accept the responsibility of insuring that every employee exerts every effort to assure that all shifts are properly manned at all times.
3. Under no circumstances shall the Union cause or permit its members to cause, nor will any member of the Union take part in, any strike, sit down, stay-in or slowdown affecting any site operated by the County, or any curtailment of work or restriction of County services, or interfere with any of the operations of the County in any manner.
4. It is understood that the Union shall not be liable for damages if the Union, its agents or representatives are not legally responsible for the acts of its members.

ARTICLE VI -

VACATIONS

1. Vacation Entitlement:

- A. Employees hired after July 1 shall not be entitled to vacation in the year in which hired. Employees hired before July 1 shall be entitled to a pro rata paid vacation in the calendar year in which first employed in accordance with the following schedule:

<u>DATE HIRED</u>	<u>VACATIONS ENTITLEMENT</u>
January 1 through end of February	5 days
March 1 through March 31	4 days
April 1 through April 30	3 days
May 1 through May 30	2 days
June 1 through June 30	1 day

All other full-time permanent employees actively employed on January 1 shall be eligible for paid vacation in that calendar year in accordance with the following schedule and eligibility requirements:

<u>YEARS EMPLOYED AS JANUARY 1</u>	<u>WORK DAYS OF VACATION</u>
Less than 1	5 days
1 through 5	10 days
6 through 14	15 days
15 through 20	20 days
21	21 days
22	22 days
23	23 days

24	24 days
25 or more	25 days

2. Vacation Eligibility:

- A. In order to be eligible for vacation, an employee must have received earnings or earnings and compensable disability credited to thirteen (13) pay periods in the previous year. Any employee who received earnings or earnings and compensable disability credited to six (6) pay periods in the previous year shall be entitled to one-half (1/2) of the regular vacation.
- B. Employees who have resigned after giving less than five (5) working days prior notice and probationary employees shall not be eligible for vacation benefits.
- 3. If a holiday occurs during an employee's vacation, the employee shall not be charged for a vacation day on the day of the holiday.

4. Vacation Schedule:

- A. No later than December of any calendar year, employees shall indicate their vacation preferences on forms supplied by the County.
- B. The County shall schedule vacations, giving preference based on continuous service in various job classifications. Scheduling may take into consideration the efficiency of County operations. The County shall schedule vacations requested no later than December 30 in a calendar year.
- C. Any employee who fails to submit a vacation request as set forth in Section A above shall be scheduled without regard to continuous service.
- D. Vacation schedules shall not be changed without mutual agreement between the County and the Union.
- 5. In the event of an employee's death, any vacation benefits to which the employee would have otherwise been entitled shall be paid to the employee's surviving spouse or the estate.
- 6. The period of time for enjoyment of the benefits of this Article shall be governed by the District Attorney's policy, but will not be shorter than the time schedule set forth above.

(The language in this Article is from the 2003 Agreement.)

ARTICLE VII -
SICK LEAVE

1. Sick Leave Entitlements:

During the term of this Agreement, eligible bargaining unit employees will be permitted "sick leave" absences from work, without loss of pay, based upon sick day entitlements to be credited to each employee, based upon his/her date of hire, as follows:

- A. Employees hired after June 30 of any year of this Agreement shall not be entitled to sick leave in the year in which hired. Employees hired before July 1 in any year of this Agreement shall be credited with sick day entitlements for that calendar year, on a "pro rata" basis, under the following schedule:

<u>DATE HIRED</u>	<u>SICK DAY ENTITLEMENTS</u>
January 1, through February 28	5 days
March 1 through March 31	4 days
April 1 through April 30	3 days
May 1 through May 31	2 days
June 1 through June 30	1 day

- B. All other full-time permanent employees who are not probationary, not on layoff or a leave of absence, but, in active employment status on January 1 of any calendar year, shall be granted ten (10) work days of sick leave credit for that year, providing all other eligibility requirements are met by such employees, on that date.

2. Eligibility Limitations:

- A. In order to be eligible for full sick day credit for any calendar year, an employee must have received earnings or earnings and compensable disability pay in at least thirteen (13) pay periods in the previous calendar year. Any employee who received earnings or earnings and compensable disability pay in at least six (6) pay periods in the previous calendar year shall be credited with one-half (1/2) of the regular sick day entitlements, for the current calendar year.

- B. The sick day credit limits of this provision shall not apply to employees with less than twelve (12) months of continuous service with the Company as of January 1 of any calendar year.

3. Sick Leave Procedures:

- A. All sick days shall be applied on a work day basis; however, no additional time shall be granted for holidays occurring while an employee is on sick leave.
- B. Employees shall notify their immediate supervisor as soon as possible that they will be on sick leave.
- C. Employees who are on sick leave for more than three (3) consecutive work days shall be required to submit a doctor's certificate upon returning to work. A head of a department may require a doctor's certificate after one day's sick leave.
- D. It shall be understood by both Employer and employees that sick leave is a benefit earned by service and is available when and if needed, and shall not be a "right of taking" as vacation or other such time off, for reasons other than disability for work.

4. Sick Leave Accumulations: Sick Leave may be accumulated to a total of 132 work days. (1996 award).

- 5. The period of time for enjoyment of this Article shall be governed by the District Attorney's policy, but will not be shorter than the time schedule set forth above.

6. Reimbursement For Sick-Leave Days Accumulated:

A member of the bargaining unit who retires shall be entitled to reimbursement for sick-leave days accumulated as of the retirement date at the then applicable daily wage rate, limited to 132 (one hundred thirty-two) such days. Should a member of the bargaining unit die while employed by the County, the County shall reimburse his or her beneficiary for his or her sick-leave days accumulated at the date of death at the applicable daily wage rate, limited to 132 (one hundred thirty-two) such days. (1996 award).

- 7. Commencing January 1, 2007, Detectives will have the right to sell back to the County up to five (5) sick days per year at one-hundred percent (100%) of their then current daily rate. The sell-back shall occur at the end of the calendar year. (2006 award).

8. Sick Leave Denotation Program:

In an effort to reduce hardship experienced by an employee obliged to be absent from employment due to personal illness or non-work related injury, a Sick-Leave Donation

Program is hereby established. The Program shall work on an as-needed basis. Employees shall be permitted to donate up to twenty (20) sick-leave days from their accumulated leave bank to fellow bargaining unit employees. Sick leave may only be donated under the Program to employees with a serious injury or illness, which is defined as a condition or combination of conditions effecting the mental or physical health or condition of the employee, which requires the ongoing treatment by a healthcare provider and renders the employee unable to perform the functions of his or her job. No employee may be granted donated sick leave unless and until the employee has exhausted his/her annual and accumulated sick leave, vacation, and personal days. An employee who has received donated sick leave shall not be permitted to sell back any of said leave annually or at separation from service. Employees utilizing donated sick leave under the Program may be charged with FMLA leave entitlement if so required by the County's FMLA policy.

(Sections 1,2,3,4, and 7 are from the 1984 award. Section 10 is from the 2014 award)

ARTICLE VIII -

FUNERAL LEAVE

1. A County paid employee with thirty (30) days continuous service who is absent from work because of the death of a father or step-father, mother or step-mother, spouse, mother-in-law, father-in-law, child, or step-child, brother or step-brother, sister or step-sister, grandparent or grandchild, will be compensated for time lost by reason of such absence from his regularly scheduled straight-time shift hours up to a maximum of four (4) days for each such shift. Such paid leave will be limited to four (4) consecutive work days within a period of seven (7) days starting the day immediately following the day of death.
2. Employees shall be permitted up to three (3) days of absence with pay concerning the funeral of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
3. In all cases above payments shall be calculated on straight time hours and shall not include any overtime premium payments.
4. The period of time for enjoyment of this Article shall be governed by the District Attorney's policy, but will not be shorter than the time schedule set forth above.
5. Employees shall be permitted a one (1) day of absence with pay concerning the funeral of an aunt or uncle.

(The language in this Article is from the 2003 Agreement. Section 5 is from the 2014 award)

ARTICLE IX -
EFFECT OF AGREEMENT

1. The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement and commitment between the parties thereto.
2. All items proposed, whether agreed to or rejected, will not be subject to renegotiation until negotiations for a new contract commence in accordance with the provisions of Act III and items included within the scope of bargaining which were or are not proposed shall likewise not be subject to negotiation until the period specified above.

ARTICLE X -
MANAGEMENT RIGHTS

The County retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Commonwealth of Pennsylvania and all matters not covered by this Agreement and incorporated Awards.

ARTICLE XI -

RETIREMENT

1. All employees shall be required to become members of the Employee's Retirement System upon appointment. Contributions shall be made in accordance with controlling statutes and Retirement Board standards.
2. All employees who are eligible shall also become members of the Old Age and Survivors Insurance Fund (Social Security) upon appointment.

ARTICLE XII -

SEVERABILITY

Any article, section, provision, sentence or clause of this Agreement held to be illegal, will not be deemed valid, except to the extent permitted by law; however, the remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement and/or Incorporated Awards. *(1996 award).*

ARTICLE XIII -

JURY DUTY

1. County employees who are asked to serve on jury duty shall be granted leave with pay for the work days that they serve on jury duty or appear with the possibility of serving on jury duty.
2. Any payment received for jury service shall be deducted from the employees' normal daily County compensation.

(The language in this Article is from the 2003 Agreement.)

ARTICLE XIV -
CLOTHING ALLOWANCE

Each County Detective covered by this Agreement shall be paid a cash clothing allowance of seven hundred fifty dollars (\$750.00) per year. This is an annual clothing allowance of seven hundred fifty dollars (\$750.00), not to be compounded for the length of this contract. *(2003 award).*

ARTICLE XV -

COMPENSATION

1. All Detectives shall receive the following across-the-board salary/wage increases in the following manner:

July 1, 2013	2.5%
July 1, 2014	2.5%
July 1, 2015	2.75%
July 1, 2016	3.0%

SALARY RATES:	7/1/2012	7/1/2013 (2.5%)	7/1/2014 (2.5%)	7/1/2015 (2.75%)	7/1/2016 (3.0%)
Up to 12 months (80%)	\$61,119.10	\$62,647.08	\$64,213.26	\$65,979.12	\$67,958.49
12 to 24 months (85%)	\$64,939.04	\$66,562.52	\$68,226.58	\$70,102.81	\$72,205.89
24 to 36 months (90%)	\$68,758.98	\$70,477.95	\$72,239.90	\$74,226.50	\$76,453.30
Over 36 months (100%)	\$76,398.87	\$78,308.84	\$80,266.56	\$82,473.89	\$84,948.11

(Section 1 is from the 2014 award.)

2. Longevity Pay:

- A. Effective July 1, 2000, each bargaining unit employee shall receive longevity pay increments based upon and for each year of continuous service in that status, as follows:

- 1% of the base annual wage beginning 3rd year of service
- 2% of the base annual wage beginning 5th year of service
- 2.25% of the base annual wage beginning 6th year of service
- 2.5% of the base annual wage beginning 7th year of service
- 2.75% of the base annual wage beginning 8th year of service

- 3% of the base annual wage beginning 9th year of service
 - 3.25% of the base annual wage beginning 10th year of service
 - 3.5% of the base annual wage beginning 11th year of service
 - 3.75% of the base annual wage beginning 12th year of service
 - 4% of the base annual wage beginning 13th year of service
 - 4.25% of the base annual wage beginning 14th year of service
 - 4.5% of the base annual wage beginning 15th year of service
 - 4.75% of the base annual wage beginning 16th year of service
 - 5% of the base annual wage beginning 17th year of service
 - 5.25% of the base annual wage beginning 18th year of service
 - 5.5% of the base annual wage beginning 19th year of service
 - 6.25% of the base annual wage beginning 20th year of service
 - 6.5% of the base annual wage beginning 21st year of service
 - 6.75% of the base annual wage beginning 22nd year of service
 - 7% of the base annual wage beginning 23rd year of service
 - 7.25% of the base annual wage beginning 24th year of service
 - 8% of the base annual wage beginning 25th year of service
 - 8.25% of the base annual wage beginning 26th year of service
 - 9% of the base annual wage beginning 27th year of service
 - 9.25% of the base annual wage beginning 28th year of service
 - 10% of the base annual wage beginning 29th year of service
- (2000 award).*

- B. Longevity pay entitlements under this provision shall be granted and included as an "add on" to the base annual salary entitlements of each bargaining unit employee, as of each "anniversary" date of his or her having last been "sworn in" on the Detective, District Attorney Investigations job.
- C. Entitlements under this provision shall be paid on an incremental basis, for and from the first day of the first pay period following an effective

employment "anniversary" date thereof, or from the first day of the first pay period following July 1, 1984, whichever is later, to each eligible employee. (1984 award).

3. No employee shall receive the benefit of both the raise granted by this Agreement and a raise required by non-contractual occurrence. The purpose of this provision is to make sure that employees receive only the contractual raise.

4. Overtime Pay and Compensatory Time:

- A. Overtime shall be paid at one and one-half times the employee's regular rate for all hours worked in excess of 40 hours per week or eight (8) hours per day. A reasonable effort will be made by the County and District Attorney to rotate the overtime work among those members performing a similar class of work based initially upon seniority.
- B. When it is acceptable to employer and employee, the County may grant and the employee may accumulate compensatory time off in lieu of overtime.
- C. There shall be no pyramiding of overtime or compensatory time.
- D. If an employee is off duty and called out, he or she shall receive a minimum four (4) hours at straight time reporting pay.
- E. Any employee whose employment is terminated for any reason shall be paid for all accumulated overtime as per AAA Award 55-39-0198-75.
- F. The County shall pay the Detectives for all accumulated unused compensatory time at separation from employment. (2006 award).
- G. If a Detective is subpoenaed to appear in Court or is otherwise called to duty while on a vacation day, the County shall pay said Detective overtime for that time at the rate of one and one-half times the employee's regular rate of pay.

(Sections A, B ,C, and D in this Article are from the 2000 award. Section G is from the 2014 award).

ARTICLE XVI -
INSURANCE BENEFITS

1. Insurance Practices:

- A. The Employer shall have the right to select the insurance carrier, plan, trust or self-insure, 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.
- B. All eligibility and benefits shall be in accordance with the provisions of the insurance policies, trusts, plans and related documents.

2. Life Insurance:

- A. Effective July 1, 2003, term life insurance shall be raised to forty-five thousand dollars (\$45,000) with double indemnity for accidental death on the identical terms as the additional "line of duty" benefit currently received by Allegheny County Police Officers. (*2003 Award*).
- B. Active regular full-time permanent employees may purchase additional term life insurance on the same basis as has existed prior to the execution of this Agreement. The active regular full-time permanent employees' contribution for this additional insurance shall not exceed forty-eight cents (\$0.48) per thousand per month.
- C. The present practices relating to insurance for retired employees shall continue.
- D. In order to receive the benefits of "2" above, employees shall comply with all regulations of the provider for the County in relation to application and certification of insurance benefits.

3. Eligibility:

- A. As of October 1, 1993, the Ten Dollars (\$10.00) per month health participation fee in eliminated for all employees.
- B. It is understood that eligible employees who have elected to waive participation in the County health insurance program shall be compensated at Five Hundred Dollars (\$500.00) for the benefit year October 1, 1993 through September 30, 1994; to be payable in December of 1994. This shall be increased to Seven Hundred Fifty Dollars (\$750.00) for the benefit year of

October 1, 1994 through September 30, 1995, to be payable in December of 1995. The third year shall increase to One Thousand Dollars (\$1,000) for the benefit year of October 1, 1995 through September 30, 1996; to be payable in December of 1996.

- C. It is also understood that the employee may re-enter the program at any time upon economically change circumstances. For instance, if an employee has a spouse who has coverage and the spouse loses said coverage or coverage may be death, divorce, layoff or such other matter which is not a medically based change, but which is due to a change in economic circumstances. Other eligible employees who may wish to participate after waiver will meet the normal rules of the carrier.

(The language added above to this Section, 1993 Memorandum of Understanding)

4. Health Insurance:

During the term of this Agreement each employee may elect the entire health insurance package coverage for the employee or for the employee and the employee's family, if the employee does not have equal or better coverage through an insurance plan provided by an employer of the employee's spouse, the County provides the following:

- A. Effective January 1, 2007, the Plan shall be Highmark Select Blue Preferred Provider Organization. (2006 award.)
1. Members of the bargaining unit shall be included in the 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. (2006 award).

B. Regular full-time employees covered by this agreement will be eligible to participate in the County's hospitalization plan after the 1st 90 days of employment.

C. Regular full-time employees covered under this agreement will be eligible to participate in the Highmark PPO Blue Plan. The main features of the healthcare plan are as follows:

 1. **Co-pays** - Effective July 1, 2013 or with the date of the new plan implementation in 2013, whichever is later, co-pays per visit during the Agreement shall be as follows:

Wellness Program Participants	2013	2014	2015	2016

Doctor visits	\$20.00	\$20.00	\$25.00	\$25.00
Mental Health & Substance Abuse	\$20.00	\$20.00	\$25.00	\$25.00
Emergency Room	\$100.00	\$100.00	\$100.00	\$100.00

Non-Wellness Program Participants	2013	2014	2015	2016
Doctor visits	\$40.00	\$40.00	\$40.00	\$40.00
Mental Health & Substance Abuse	\$40.00	\$40.00	\$40.00	\$40.00
Emergency Room	\$100.00	\$100.00	\$100.00	\$100.00

Prescriptions - Effective July 1, 2013 or with the date of the new plan implementation in 2013, whichever is later, prescriptions shall be as follows:

Wellness Program Participants	2013	2014	2015	2016
Tier 1 Drugs (Generic Drugs)	\$5.00	\$5.00	\$5.00	\$5.00
Tier 2 Drugs (Brand-Formulary)	\$20.00	\$20.00	\$20.00	\$20.00
Tier 3 Drugs (Brand Non-Formulary)	\$50.00	\$50.00	\$50.00	\$50.00

(Charges for mail order shall be double these amounts)

Non-Wellness Program Participants	2013	2014	2015	2016

Tier 1 Drugs (Generic Drugs)	\$10.00	\$10.00	\$10.00	\$10.00
Tier 2 Drugs (Brand-Formulary)	\$20.00	\$20.00	\$20.00	\$20.00
Tier 3 Drugs (Brand Non-Formulary)	\$50.00	\$50.00	\$50.00	\$50.00

(Charges for mail order shall be double these amounts)

(2014 award)

2. Chiropractor visits - 20 visit maximum per benefit period.
3. Physical therapy, occupational therapy and speech therapy visits shall be unlimited.
4. Effective January 1, 2010, the healthcare plan shall have an individual deductible of \$200 per calendar year or a family deductible of \$400 per calendar; provided however, that, if the covered employee completes the requirements of the "Lifestyle Returns" Wellness Program offered by Highmark, the \$200/\$400 deductibles will be waived as set forth below.
 - a. The Lifestyle Returns Program will include i.) a Pledge; ii.) a Health Risk Assessment; iii.) scheduling preventive exams; iv.) participating in two health and wellness programs; and v.) completing the requirements of a healthy education course (reading about a particular subject and completing a survey.)
 - b. To be eligible for the waiver of the \$200 individual and \$400 family deductible for calendar year 2010, the covered employee must complete all of the requirements of the Lifestyle Returns program in 2009 before September 30, 2009. To be eligible for the waiver of the \$200 individual and \$400 family deductible for subsequent calendar years, the covered employee must complete the Lifestyle Returns program each year before September 30 of the previous calendar year.
 - c. A newly hired employee shall not be subject to the \$200/\$400 deductibles during the calendar year in which

the employee is hired. In order for the deductible to be waived in the year following the year in which the employee is hired, the employee must comply with the Lifestyle Returns participation requirements set forth above as follows:

- (1) employees who become eligible for healthcare benefits between January 1 and March 31 shall be required to complete all the steps of the wellness program by September 30;
- (2) employees who become eligible for healthcare benefits between April 1 and July 31 shall be required to complete the first three (3) steps of the wellness program (i.e. i.) a Pledge and ii.) a Health Risk Assessment and iii.) scheduling preventive exams) by September 30;
- (3) employees who become eligible for healthcare benefits between August 1 and December 1 shall be required to complete the first two (2) steps of the wellness program (i.e. i.) a Pledge and ii.) a Health Risk Assessment) within 60 days of becoming eligible for healthcare benefits.

5. **Deductibles:** Effective July 1, 2013 or with the date of the new plan implementation in 2013, whichever is later, the following changes to the healthcare plan take effect:

- a. The In-Network Deductibles (Individual /Family) for **Wellness Program** participants will be:

2013	2014	2015	2016
\$200/\$400	\$200/\$400	\$250/\$500	\$250/\$500

- b. For **Non-Wellness Program** participants In-Network Deductibles (Individual/Family) will increase from \$200/\$400 to \$600/\$1200 for all years.

2013	2014	2015	2016
\$600/\$1200	\$600/\$1200	\$600/\$1200	\$600/\$1200

- c. For **all participants**: Out-of-Network Deductibles (Individual/ Family) at \$4,500/\$13,500 for all years.

2013	2014	2015	2016

\$4,500/ \$13,500	\$4,500/ \$13,500	\$4,500/ \$13,500	\$4,500/ \$13,500
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(2014 award)

D. All covered participants must verify dependent eligibility upon request. For employees who opt not to be covered under County plans, they may re-enroll annually during the open enrollment period. They may re-enroll earlier upon the occurrence of one of the following:

1. Death of a spouse;
2. Divorce or legal separation;
3. Lay off of spouse;
4. Voluntary resignation of spouse;
5. Involuntary resignation of spouse;
6. Retirement of spouse (causing a reduction in health care benefits);
7. Spouse's coverage is reduced through no fault of spouse;
8. The employee loses coverage from other employment.

E. All benefits shall be coordinated and not duplicated.

F. Dental Insurance:

Dental Insurance shall be available to all employees eligible to participate in the health plan.

1. Employees may choose either the Concordia Flex plan or the Concordia Plus program.
2. The actual cost of the Concordia Flex plan will be shared by the County paying (90%) and all participating employees contributing ten percent (10%) by payroll deduction.
3. The County shall pay towards the cost of an employee's participation in the Concordia Flex program an amount of not more than it would have paid for such employee's participation in the Concordia Plus plan.
4. The Concordia Flex plan shall have an individual deductible of \$50

per calendar year or a family deductible of \$100 per calendar year.

- G. Both the health plan and dental plan described above are subject to changes (including but not limited to changes in the names of the plans) which may be made by the carriers of those plans. In the event that the carriers indicate substantial changes may be made in the plans either the County or the Union may request a reopening of the contract as to those health or dental benefits only.
- H. Effective July 1, 2013 or with the date of the new plan implementation in 2013, whichever is later, each bargaining unit employee who receives insurance benefits (health care, dental, or vision) shall contribute the following percentages of his or her base salary towards the premium for each contract year:

2013	2014	2015	2016
2%	2.25%	2.25%	2.5%

Contributions shall be made by paycheck deduction. (*2014 award*)

I. Vision Insurance:

Effective October 1, 1984, the County shall provide and pay one hundred percent (100%) of all insurance costs for a vision care program providing the same benefits and levels thereof as are now provided under the Collective Bargaining Agreement with its Police Department employees. (*1984 award*).

J. Medical Coverage at Retirement:

1. Medical coverage shall be provided for any member of the bargaining unit or spouse who at the time of retirement is subject to all of the following conditions:

- (1) The member is not employed or self-employed, or member is employed but has no medical coverage available through that employment (*2014 award*);
- (2) The member is not eligible for Medicare;
- (3) The member has no private medical insurance coverage; and
- (4) The member does not have coverage with spouse.

For that coverage the County shall contribute 80 percent of the annual cost of coverage and the retired bargaining unit member shall contribute 20 percent. (*1992 award*).

- a. The monthly Ten Dollar (\$10.00) health fee is waived for the retired member. (*1993 Memorandum of Understanding*).

- b. In the event that the legislature amends the County Code to permit a reduction in the age and/or service requirements for full retirement, the Agreement will be reopened to address a potential reduction in the age and service requirements for full retirement and on the issue of post-retirement health care. (*2003 award*).
- c. If as a result of litigation, legislation or other circumstances, bargaining unit members become entitled to receive a regular pension at a different age or with fewer years of service than the current pension plan, the parties agree to reopen the collective bargaining agreement to negotiate and/or arbitrate under Act 111 the issue of retiree hospitalization, etc. pursuant to Article XVII (7).
- d. Arbitrator Elliot Newman retains jurisdiction in the event that arbitration is requested by either party. (*2003 award*).

K. Cost Containment:

It is specifically understood that during the term of this Agreement, the County shall have the right to institute, delete or modify the full range of wellness and all cost containment measures in hospitalization, surgical major medical, and dental coverage. The program shall be at no additional cost to employees (other than the 90-10 participation arrangement for the Concordia Flex plan) and benefits shall not be reduced. (*1984 award*).

L. Bonus In Lieu of Benefits:

Employees eligible for and/or receiving Allegheny County Health-Care benefits by virtue of their relationship to another County employee shall not be eligible for the Health-Care Waiver program. This provision shall be effective only upon implementation of this limitation upon non-union employees.

M. Wellness Incentives:

The Wellness Program shall continue to include the incentive of a \$125 bonus or an extra day off, as determined by the Department.

(Sections 8, C, D, E, F, G, and H in this section are from the 2009 award. Sections L and M are from the 2014 award)

ARTICLE XVII -
NON-DISCRIMINATION

Both the County and the Union agree that there will be no discrimination for or against any employee covered by this Agreement and incorporated Awards in violation of State and Federal laws and regulations. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employee, but it is intended to refer to all employees regardless of sex. It is agreed that any alleged violation of this Article cannot be resolved through the binding arbitration provisions of the grievance procedure.

ARTICLE XVIII -

TUITION REIMBURSEMENT

Tuition reimbursement for college or university courses effective July 1, 1991:

- A. 100% for job-related courses.
- B. 50% for non-job-related courses which are required to complete degree requirements in a field of study that is job-related.

(The language from this Article is from the 1989 award.)

ARTICLE XIX -
RIGHTS TO INFORMATION

Upon request, the County and the Union will furnish to each other non-confidential information relating to collective bargaining matters and the processing of grievances in accordance with the law. Such information will be provided within a reasonable period of time.

ARTICLE XX -

SENIORITY

1. It is agreed that seniority rights shall not apply under after six (6) months of continuous employment, however, after six (6) months of continuous employment, seniority rights shall revert to and be considered to have been in full force and effect from the beginning of continuous employment.
2. Except in the case of the Chief or Deputy Chief of Detectives in all cases or promotion to any specialized new positions, lay-off, recall, and leave-of-absence of regular employees, the County and the District Attorney's office agree to take into consideration the employee's qualifications and seniority:
 - A. Seniority is the status secured by length of continuous service to which certain rights accrue to a regular employee.
 - B. Specifically, in the event a new position is to be filled or department is created, those who apply for any new position shall be given consideration in the following manner:
 1. Candidates who are most qualified, and who are most capable of performing the work of the new job will be considered. Among these, the employee with the greatest seniority will be given preference if his credentials are demonstrably equal to or better than those of the other candidates.

(The language in this Article is from the 2000 award.)

Article XXI -

FAIR SHARE

1. Each nonmember in the bargaining unit represented by the Union shall be required to pay a fair share fee as provided for by Act 399 of 1993.
2. The County and the Union agree to comply with all provisions of said law.
3. The Union agrees to extend to all nonmembers the opportunity to join the Union.
4. If any legal action is brought against the County as a result of any actions it is requested to perform by the Union pursuant to this Article, the Union agrees to provide for the defense of Allegheny County at the Union's expense and through counsel selected by the Union. Allegheny County agrees to give the Union immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Union in the defense of the case. If Allegheny County does not fully cooperate with the Union any obligation of the Union to provide a defense under this Article shall cease.
5. The Union agrees in any action so defended, to indemnify and hold Allegheny County harmless for any monetary damages the County might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by Allegheny County as a result of the County's failure to properly perform its obligation under this Article.
6. The Employer agrees to deduct a fair share fee monthly from all employees in the bargaining unit who are not members of the Union.
7. Authorization from nonmembers to deduct fair share fee shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This information shall be furnished to the County on an annual basis.

(The language in this Article is from the 2000 award.)