



# County of Lackawanna

Lackawanna County  
Administration Building  
200 Adams Avenue  
Scranton, Pennsylvania  
18503

## Certified Copy

Resolution: 17-0023

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**File Number: 17-0023**

Approving a Memorandum of Agreement

**BE IT RESOLVED**, that the Board of Commissioners of Lackawanna County does hereby approve the Memorandum of Agreement with the Lackawanna County Detectives Association successor agreement, to commence January 1, 2017 and expire on December 31, 2021.

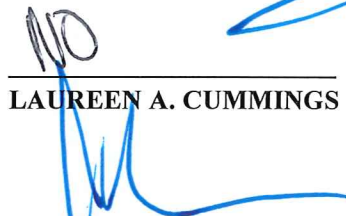
**ADOPTED** at a regular meeting of the Board of Commissioners of Lackawanna

County held on January 25, 2017.

**COUNTY OF LACKAWANNA**

  
A large, stylized blue ink signature of Patrick M. O'Malley.

**PATRICK M. O'MALLEY**

  
A blue ink signature of Laureen A. Cummings.

**LAUREEN A. CUMMINGS**

**JERRY NOTARIANNI**

**ATTEST:**

  
A blue ink signature of Andrew M. Wallace.  
**ANDREW M. WALLACE**  
**CHIEF OF STAFF**

**Approved as to form and legality:**

  
A blue ink signature of John J. Brazil, Jr.  
**JOHN J. BRAZIL, JR.**  
**COUNTY SOLICITOR**

## MEMORANDUM OF AGREEMENT

### LACKAWANNA COUNTY DETECTIVES ASSOCIATION SUCCESSOR AGREEMENT BEGINNING JANUARY 1, 2017

PURSUANT TO NEGOTIATIONS WITH THE LACKAWANNA COUNTY DETECTIVES ASSOCIATION ("ASSOCIATION"), LACKAWANNA COUNTY INTENDS TO IMPLEMENT THE FOLLOWING REVISED TERMS AND CONDITIONS OF EMPLOYMENT, LEAVING IN PLACE AND UNAFFECTED THE REMAINING TERMS FROM THE PREDECESSOR AGREEMENT(S), FOR THE PERIOD OF JANUARY 1, 2017 THROUGH DECEMBER 31, 2021. THIS MEMORANDUM OF AGREEMENT ("MOA") SHOULD BE READ IN COMBINATION WITH THE PREDECESSOR AGREEMENTS, APPLICABLE POLICY MANUALS AND APPLICABLE PERSONNEL POLICY MANUALS, ALL OF WHICH CONTINUE TO SET FORTH THE TERMS AND CONDITIONS OF EMPLOYMENT FOR BARGAINING UNIT MEMBERS UNLESS EXPRESSLY ALTERED BY THIS AGREEMENT.

#### 1. ARTICLE II – MANAGEMENT RIGHTS

Section 1. The Union recognizes an area of responsibility must be reserved to the County Commissioners and District Attorney (together hereafter "County") if county government is to function effectively. In recognition of this principle, it is agreed that the following responsibilities of management are not subject to the collective bargaining process and are inherent management rights.

#### 2. ARTICLE XII - WAGES

A. Beginning January 1, 2017, each bargaining unit member will receive annual wage increases to the member's annual base salary or annual straight-time wages. Specifically, all members employed during the duration of the Agreement will receive the following wage increases, provided the member has completed all applicable probationary periods:

January 1, 2017 – 4%  
January 1, 2018 – 4%  
January 1, 2019 – 4%  
January 1, 2020 – 4%  
January 1, 2021 – 0%

#### 3. ARTICLE XIV – HOURS OF WORK/OVERTIME

Section 8. Effective September 20, 2010, and subject to approval by and at the discretion of the District Attorney, employees may choose whether to accept pay at the overtime rate, or compensatory time at the rate of one and one half (1 ½ ) hours for each hour of premium time worked. If an employee chooses to accept compensatory time under this provision, such compensatory time must be used within 60 days of it being earned.

#### 4. ARTICLE XXVIII – DURATION

This Agreement shall be effective January 1, 2017 and shall remain in full force and effect until December 31, 2021.

5. ALL ARTICLES OF THE PREDECESSOR AGREEMENT THAT ARE NOT EXPRESSLY MODIFIED IN THE ABOVE PARAGRAPHS SHALL REMAIN UNCHANGED AND BE INCORPORATED VERBATIM INTO THE INSTANT SUCCESSOR AGREEMENT.

6. This Agreement takes effect on the date the County's representatives affix their signatures.

FOR LACKAWANNA COUNTY DETECTIVES  
ASSOCIATION:

Vait Buterj  
UNION OFFICER

CR  
WITNESS

12/30/16  
DATE

FOR LACKAWANNA COUNTY:

Shane Scanlon  
SHANE SCANLON  
DISTRICT ATTORNEY

Brian Loughney  
BRIAN LOUGHNEY  
DEPUTY DIRECTOR OF HUMAN RESOURCES

1-5-17  
DATE