

**RESOLUTION R-2016-35
LUZERNE COUNTY COUNCIL**

A Resolution by the Luzerne County Council Approving a Proposed Memorandum of Understanding between Luzerne County and AFSCME District Council 87 Local 1398

WHEREAS, pursuant to Section 4.07(B)(1) of the Luzerne County Home Rule Charter, the Luzerne County Acting Manager has, on April 12, 2016, submitted to County Council this Resolution to approve the attached proposed Memorandum of Understanding between Luzerne County and AFSCME District Council 87 Local 1398 relating to 911 Telecommunicators; and

Whereas, the attached Memorandum of Understanding modifies a collective bargaining agreement; and

WHEREAS, Section 2.09.B.7. of the Luzerne County Home Rule Charter provides that County Council shall have the power to approve, by resolution, collective bargaining agreements involving Luzerne County and its employees; and

WHEREAS, the County Council wishes to approve the attached Memorandum of Understanding between Luzerne County and AFSCME District Council 87 Local 1398 as proposed and submitted.

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding as proposed and submitted is hereby approved in accordance with Section 2.09.B.7. of the Luzerne County Home Rule Charter.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on April 12, 2016.

ROLL CALL VOTE (10-1)

YES: Brominski, Haas, Kelleher, McGinley, Schnee, Sorokas, SA Urban, Waitkus, Williams, and Houck

NO: Dobash

LUZERNE COUNTY COUNCIL

Attest: _____

Sharon Lawrence, Clerk of Council

By: _____

Linda McClosky Houck, Chair

By: _____

C. David Pedri, Acting County Manager

ATTACHMENT

MEMORANDUM OF UNDERSTANDING

**IN ORDER TO
ADDRESS RECRUITMENT, RETENTION AND CERTIFICATION
ISSUES AT LUZERNE COUNTY 911**

BETWEEN

LUZERNE COUNTY

AND

AFSCME DISTRICT COUNCIL 87, LOCAL 1398

MARCH 22, 2016

Luzerne County (hereinafter the "Employer") and AFSCME District Council 87, Local 1398 (hereinafter the "Union"), by their duly authorized representatives, enter into this Memorandum of Understanding for the purpose of addressing recruitment, retention and certification issues at Luzerne County 911.

WHEREAS, the Employer and the Union have negotiated a collective bargaining agreement for the period January 1, 2014, through December 31, 2017 (the "CBA"); and

WHEREAS, there is a Memorandum of Agreement attached to the CBA further setting forth the relationship between the parties at Luzerne County 911 (the "Luzerne County 911 MOA"); and

WHEREAS, Article XXII of the CBA, the Luzerne County 911 MOA and a January 3, 2013, Memorandum address prior agreements between the parties concerning salaries and certifications; and

WHEREAS, the Employer and the Union have bargained collectively in order to address recruitment and retention issues at Luzerne County 911 and have agreed to the following terms of settlement with regard to starting salaries at 911, retention increases at 911, a Telecommunicator Specialist position at 911, a Communications Training Officer (CTO) stipend at 911 and 911 classifications in the current Collective Bargaining Agreement and the Luzerne County 911 MOA.

NOW, THEREFORE, in consideration of these premises and representations, the Employer and the Union, intending to be legally bound hereby, agree as follows:

1. Starting Salary

Immediately following the execution of this Memorandum of Understanding, the starting salary for a Telecommunicator will be increased to \$ 32,000.00 per year.

2. Retention Increases

Immediately following the execution of this Memorandum of Understanding, all Telecommunicators will receive a retention increase of either \$2,500.00 or the amount necessary to increase the employee's salary to \$32,000.00.

3. No Retroactivity

Neither the starting salary increases nor the retention increases set forth in Paragraph No. 1 and Paragraph No. 2, above, will be retroactive.

4. Telecommunicator Specialist

The parties agree that the "Job Certification" section of the Luzerne County 911 MOA and the creation of classifications identified therein as T1 Telecommunicator, T2 Telecommunicator and T3 Telecommunicator will be replaced with a classification system consisting of Telecommunicator and Telecommunicator Specialist classifications. All new hires and current employees will be classified as Telecommunicators. Immediately following the execution of this Memorandum of Understanding, Telecommunicators with three (3) years plus one (1) day of service will be eligible to test for a Telecommunicator Specialist position. Telecommunicators achieving the required score on the Telecommunicator Specialist exams will be reclassified as a Telecommunicator Specialist and will receive a one-time salary increase of \$2,500.00. The number of Telecommunicator Specialists will be capped at 33.

5. Communications Training Officer (CTO) Stipend

All Telecommunicators with at least one (1) year of experience are eligible to enroll in the APCO Institute's Communications Training Officer (CTO) course. Upon successful completion of CTO training, the Telecommunicator will be designated as a CTO and placed on a rotating seniority list that will be used when making assignments to train new Telecommunicators. Training opportunities will be afforded by shift utilizing the rotating seniority list. If individuals from the required shift do not volunteer, then training opportunities will be afforded by overall seniority throughout the entire bargaining unit utilizing the rotating seniority list. Employees selected from the rotating seniority list to provide training will receive a training stipend of \$20.00 when providing training (not observation) on a four (4) hour shift and \$40.00 when providing training (not observation) on an eight (8) hour shift.

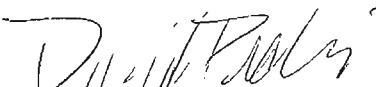
6. Telecommunicator Specialist Application, Job Description and Policy/Procedure

The Telecommunicator Specialist application, the Telecommunicator Specialist job description and the Telecommunicator Specialist policy/procedure are agreed to by the parties as attached hereto.

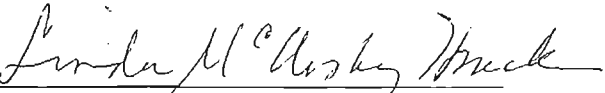
7. All other terms and conditions of the CBA and the Luzerne County 911 MOA shall continue in full force and effect through December 31, 2017, except as specifically changed or modified by the terms of this Memorandum of Understanding.

IN WITNESS WHEREOF, the Employer and the Union, by their duly authorized representatives, have executed this Memorandum of Understanding this ___ day of March, 2016.

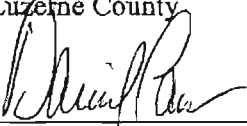
Date: 4/14/16


C. DAVID PEDRI
Acting County Manager
Luzerne County

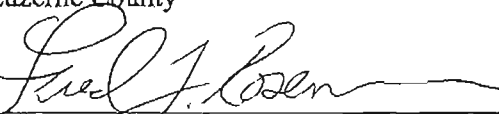
Date: April 13, 2016


LINDA MCCLOSKEY HOUCK
Council Chair
Luzerne County

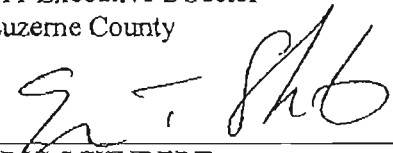
Date: April 15/2016


DAVID PARSNIK
Administrative Services Director
Luzerne County


Date: 18 APRIL 2016


FRED J. ROSENCRANS
911 Executive Director
Luzerne County

Date: 24 Mar 16


ERIC SCHUBERT
Business Agent
AFSCME District Council 87, Local 1398

Date: 04/15/2016


PAULA SCHNELLY
President
Local 1398