

**RESOLUTION R-2016-67
LUZERNE COUNTY COUNCIL**

A Resolution by the Luzerne County Council Approving a Proposed Memorandum of Understanding between Luzerne County and Teamsters Local Union 401

WHEREAS, pursuant to Section 4.07(B)(1) of the Luzerne County Home Rule Charter, the Luzerne County Manager has submitted to County Council this Resolution to approve the attached proposed Memorandum of Understanding between Luzerne County and Teamsters Local Union 401 relating to Area Agency on Aging For Luzerne-Wyoming Counties First Level Professional Supervisors; and

Whereas, the attached Memorandum of Understanding is essentially the equivalent of 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 Teamsters Local Union 401 relating to Area Agency on Aging for Luzerne-Wyoming Counties First Level Professional Supervisors 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 six days from adoption.


ADOPTED at a meeting of the Luzerne County Council held on September 13, 2016.

ROLL CALL VOTE (8-3)

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


NO: Brominski, Dobash, and SA Urban

Attest:


Sharon Lawrence
Clerk of Council


LUZERNE COUNTY COUNCIL:

By:


Linda McClosky Houck, Chair

LUZERNE COUNTY MANAGER:

By:


C. David Pedri, Esq., County Manager

MEMORANDUM OF UNDERSTANDING

**AREA AGENCY ON AGING FOR LUZERNE-WYOMING COUNTIES
FIRST LEVEL PROFESSIONAL SUPERVISORS**

PURSUANT TO DISCUSSIONS WITH TEAMSTERS LOCAL UNION 401, THE COUNTY INTENDS TO IMPLEMENT THE FOLLOWING BENEFITS FOR FIRST LEVEL SUPERVISORS FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2019. THIS MEMORANDUM OF UNDERSTANDING SHOULD BE READ IN COMBINATION WITH THE AGENCY POLICY MANUAL AND THE LUZERNE COUNTY POLICY MANUAL, BOTH OF WHICH CONTINUE TO SET FORTH THE TERMS AND CONDITIONS OF EMPLOYMENT FOR COVERED EMPLOYEES UNLESS EXPRESSLY ALTERED BY THIS AGREEMENT. THE COUNTY RESERVES THE RIGHT TO AMEND, MODIFY OR CANCEL ANY OF THESE BENEFITS AFTER FIRST MEETING AND DISCUSSING SAID AMENDMENT, MODIFICATION OR CANCELLATION WITH TEAMSTERS LOCAL UNION 401. THIS LIST OF BENEFITS, WHEN READ IN COMBINATION WITH THEIR AGENCY POLICY MANUAL AND THE LUZERNE COUNTY POLICY MANUAL, IS INCLUSIVE AND SHALL NOT INCLUDE ANY BENEFIT, ECONOMIC OR OTHERWISE, NOT ENUMERATED HEREIN, REGARDLESS OF WHETHER SAID BENEFIT WAS PROVIDED IN A PRIOR MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES.

1. **\$50,000 TERM LIFE INSURANCE COVERAGE.**
2. **COUNTY PENSION PLAN/BENEFITS AS CURRENTLY IN EXISTENCE.**
3. **TRAVEL EXPENSES IN ACCORDANCE WITH STATE AGENCY REGULATIONS.**
4. **HEALTH AND WELFARE**
 - A. THE COUNTY WILL PROVIDE EACH REGULAR FULL-TIME ACTIVE EMPLOYEE WITH A HEALTHCARE PLAN EFFECTIVE JANUARY 1, OF EACH YEAR OF THIS MOU, FOR ALL ELIGIBLE EMPLOYEES.
 - B. THE COUNTY WILL PROVIDE DEPENDENT COVERAGE WHEN THE DEPENDENT(S) OF THE EMPLOYEE QUALIFY UNDER THE SELECTED PLAN. WHEN A HUSBAND AND WIFE ARE BOTH EMPLOYEES OF THE COUNTY, ONLY ONE EMPLOYEE SHALL BE ELIGIBLE FOR SELECTING A HEALTH PLAN.
 - C. EMPLOYEES HIRED BEFORE JANUARY 1, 2017 SHALL CONTRIBUTE 10% OF THE PREMIUM COSTS IN EFFECT FOR 2016, 2017, 2018, 2019. EMPLOYEES HIRED AFTER JANUARY 1, 2017 SHALL CONTRIBUTE 15% OF THE PREMIUM COSTS IN EFFECT FOR 2017, 2018 AND 2019. CHANGES TO DEDUCTIBLES, CO-PAYS AND OTHER OUT-OF-POCKET COSTS FOR EMPLOYEES AND THEIR DEPENDENTS SHALL BE EFFECTIVE ON THE DATE THE CONTRACT IS SIGNED; HOWEVER, THE NEW DEDUCTIBLE(S) WILL APPLY FOR THE CALENDAR YEAR AND WILL NOT BE PRORATED.
 - D. THE COUNTY WILL PROVIDE FOR THE EMPLOYEE ONLY, A VISION PLAN AT THE COUNTY'S EXPENSE PROVIDED AS PART OF THE HEALTH CARE BENEFIT. THEREFORE EMPLOYEES NOT ENROLLED/COVERED BY HEALTH CARE INSURANCE, BENEFITS ARE NOT ELIGIBLE FOR "VISION BENEFITS". THE COUNTY WILL PROVIDE EMPLOYEES WITH THE OPTION OF PURCHASING VISION COVERAGE FOR EMPLOYEE'S DEPENDENTS. EMPLOYEES ELECTING DEPENDENT COVERAGE SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH PROVIDING COVERAGE FOR HIS OR HER DEPENDENTS.
 - E. AN EMPLOYEE WHO OPTS OUT OF THE HEALTH PLAN WILL BE PAID A \$1,500.00 BONUS. IN ORDER TO QUALIFY FOR THIS BONUS, AN EMPLOYEE MUST PROVIDE EVIDENCE OF COMPREHENSIVE INSURANCE COVERAGE FROM ANOTHER EMPLOYER SPONSORED PLAN. THE BONUS PAYMENT WILL BE PRO-RATED FOR FULL-TIME EMPLOYEES WORKING LESS THAN TWELVE (12) MONTHS IN THE CALENDAR YEAR. EMPLOYEES WHO HAVE MEDICARE AS THEIR OTHER HEALTH INSURANCE COVERAGE ARE NOT

ELIGIBLE FOR THE OPT OUT BONUS PER MEDICARE REGULATIONS. EMPLOYEES HIRED AFTER JANUARY 1, 2017 WILL NOT BE ELIGIBLE FOR THE OPT OUT BONUS.

- F. THE COUNTY 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 EMPLOYEES.
- G. THE EMPLOYER MAY OFFER, AT ITS SOLE DISCRETION AN EQUIVALENT PLAN AS A SUBSTITUTE FOR EACH OR ALL OF THESE PLANS. THE COUNTY WILL PROVIDE THIRTY (30) DAYS ADVANCE NOTICE, IF POSSIBLE, OF ANY CHANGES OR MODIFICATIONS OF HEALTH INSURANCE PLANS.

5. PAID PARKING

6. HOURS OF WORK ARE 7-1/2 HOURS PER DAY (75 HOURS BI-WEEKLY)

7. OVERTIME – SUPERVISORS WILL BE COMPENSATED AT OVERTIME RATES FOR HOURS WORKED OVER EIGHTY (80) HOURS ON A BI-WEEKLY BASIS.

8. BEREAVEMENT LEAVE

A. ALL EMPLOYEES SHALL BE ALLOWED PAID TIME OFF AT THEIR REGULAR RATE OF PAY FOR THREE (3) WORK DAYS FOR THE DEATH OF THE EMPLOYEE’S SPOUSE, CHILD, PARENT, STEP-CHILD, STEP-PARENT, BROTHER, SISTER, PARENT-IN-LAW, GRANDPARENT OR GRANDCHILD.

B. ALL EMPLOYEES SHALL BE ALLOWED PAID TIME OFF AT THEIR REGULAR RATE OF PAY FOR ONE (1) WORK DAY FOR THE DEATH OF AN IMMEDIATE FAMILY MEMBER. “IMMEDIATE FAMILY” IS LIMITED TO THE EMPLOYEE’S AUNT, UNCLE, NIECE, NEPHEW, FIRST COUSIN, BROTHER/SISTER-IN-LAW, OR “STEPS” IN ALL THE ABOVE OR OTHER FAMILY MEMBERS LIVING IN THE SAME HOUSEHOLD.

C. EMPLOYEES MAY USE SICK LEAVE TO SUPPLEMENT BEREAVEMENT.

9. FMLA WILL BE OFFERED AS FOLLOWS:

- A. 26 WEEKS FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2002;
- B. 16 WEEKS FOR EMPLOYEES HIRED BETWEEN JANUARY 1, 2002 AND DECEMBER 31, 2013;
- C. 12 WEEKS FOR EMPLOYEES HIRED AFTER JANUARY 1, 2014.

EMPLOYEES MUST USE ALL BUT FIVE (5) DAYS OF ANY ACCRUED PAID VACATION, PERSONAL, AND/OR SICK DAYS DURING THEIR APPROVED FMLA LEAVE.

10. PERSONAL LEAVE – 5 DAYS CREDITED ON JANUARY 1. NEW HIRES WILL RECEIVE PERSONAL DAYS ON A PRO-RATED BASIS:

<u>DATE OF HIRE</u>	<u># OF DAYS</u>	<u>DATE ALLOCATED</u>
JANUARY 2 – MARCH 31	4	APRIL 1
APRIL 1 – JUNE 30	3	JULY 1
JULY 1 – SEPTEMBER 30	2	OCTOBER 1
OCTOBER 1 – NOVEMBER 30	1	30 DAYS AFTER
AFTER NOVEMBER 30	0	DATE OF HIRE

(NO PERSONAL LEAVE DAYS MAY BE CARRIED OVER INTO THE NEXT YEAR)

11. WAGES

- A. THE MINIMUM STARTING SALARY FOR AGING CARE SUPERVISOR 1 SHALL BE \$35,665. ANY CURRENT EMPLOYEE EMPLOYED AS AN AGING CARE SUPERVISOR 1 WHOSE CURRENT SALARY IS BELOW THE NEW STARTING SALARY WILL RECEIVE A SALARY ADJUSTMENT TO THE NEW MINIMUM SALARY. ALL AGING CARE SUPERVISORS 1 WHO CURRENTLY HAVE A SALARY OF \$35,665 OR HIGHER WILL RECEIVE A 3.0% GENERAL PAY INCREASE FOR THE BALANCE OF 2016, NOT TO EXCEED THE STATE MAXIMUM REIMBURSEMENT. AGING CARE SUPERVISORS 1 WHO RECEIVE AN INCREASE TO THE NEW MINIMUM SALARY WILL NOT RECEIVE AN ADDITIONAL 3.0% GENERAL PAY INCREASE FOR 2016. THERE SHALL BE NO INCREASE FOR 2016 FOR EMPLOYEES HIRED IN 2016.
- B. THE MINIMUM STARTING SALARY FOR AGING CARE SUPERVISOR 2 SHALL BE \$39,665. ANY CURRENT EMPLOYEE EMPLOYED AS AN AGING CARE SUPERVISOR 2 WHOSE CURRENT SALARY IS BELOW THE NEW STARTING SALARY WILL RECEIVE A SALARY ADJUSTMENT TO THE NEW MINIMUM SALARY. ALL CASEWORKER SUPERVISORS WHO CURRENTLY HAVE A SALARY OF \$39,665 OR HIGHER WILL RECEIVE A 3.0% GENERAL PAY INCREASE FOR THE BALANCE OF 2016, NOT TO EXCEED THE STATE MAXIMUM REIMBURSEMENT. AGING CARE SUPERVISORS 2 WHO RECEIVE AN INCREASE TO THE NEW MINIMUM SALARY WILL NOT RECEIVE AN ADDITIONAL 3.0% GENERAL PAY INCREASE FOR 2016.
- C. A GENERAL PAY INCREASE (GPI) WILL BE EFFECTIVE JANUARY 1ST OF EACH YEAR OF THE MOU AT THE RATE BELOW (OTHER THAN 2016).
 - 2016 – 3.0% UNLESS ADDRESS IN PARAGRAPH 12 (A) OR 12 (B)
 - 2017 – 2.0%
 - 2018 – 3.0%
 - 2019 – 2.0%
- D. MASTER’S DEGREE INCREMENT – A \$250 PAY INCREASE TO BASE PAY FOR SUPERVISORS COMPLETING A MASTER’S DEGREE IN A RELEVANT DISCIPLINE (DOES NOT APPLY TO EMPLOYEES WHO HAVE ALREADY RECEIVED INCREMENT).
- E. AN EMPLOYEE WHOSE SALARY EXCEEDS THE STATE REIMBURSEMENT MAXIMUM FOR THE EMPLOYEE’S JOB CLASSIFICATION AND PAY RANGE PLUS \$1,000.00 SHALL RECEIVE THE AMOUNT OF THE GENERAL PAY INCREASE IN THE SAME MANNER AS THE AGENCY’S BARGAINING UNIT EMPLOYEES.

12. HOLIDAYS: TWELVE (12) HOLIDAYS CURRENTLY RECOGNIZED BY COUNTY- EMPLOYEES MUST BE AT WORK, OR ON APPROVED LEAVE TIME, THE DAY BEFORE AND AFTER A HOLIDAY TO BE ELIGIBLE FOR HOLIDAY PAY.

13. VACATION:

- A. NEW HIRES/PROMOTIONS: EFFECTIVE IMMEDIATELY, ALL NEW HIRES AND/OR PROMOTIONS INTO POSITIONS COVERED BY THIS MEMORANDUM OF UNDERSTANDING WILL FOLLOW LUZERNE COUNTY’S PERSONNEL POLICY REGARDING VACATION DAYS WHICH INCLUDE A MAXIMUM CARRYOVER OF 20 DAYS. (SEE COUNTY PERSONNEL POLICY VACATION PLAN ATTACHED)
- B. EXISTING “MEET & DISCUSS” EMPLOYEES: EFFECTIVE IMMEDIATELY, EXISTING EMPLOYEES COVERED BY THIS MEMORANDUM OF UNDERSTANDING WILL FOLLOW

LUZERNE COUNTY'S PERSONNEL POLICY REGARDING VACATIONS IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

- EXISTING EMPLOYEES WILL FOLLOW THE BETTER OF THE CURRENT VACATION OUTLINED IN THE PREVIOUS MOU OR THE COUNTY PERSONNEL PLAN. EMPLOYEES WILL REMAIN UNDER THE CURRENT VACATION SCHEDULE UNTIL SUCH TIME WHEN, BASED ON ANNIVERSARY DATE, AN EMPLOYEE'S VACATION ENTITLEMENT IS IMPROVED UNDER THE COUNTY'S PERSONNEL POLICY VACATION PLAN. AT THAT POINT THE EMPLOYEE WILL PERMANENTLY FOLLOW THE COUNTY VACATION PLAN.
- FOR PURPOSES OF "CARRYOVER", EXISTING EMPLOYEES WILL BE "GRANDFATHERED" TO PROVIDE A CONTINUATION OF 35 DAYS CARRYOVER IN CONJUNCTION WITH PARTICIPATING IN THE COUNTY'S PERSONNEL POLICY VACATION PLAN SCHEDULE.

14. **SICK LEAVE:** 15 DAYS PER YEAR; MONTHLY ACCRUAL PER AGENCY POLICY. ALL EMPLOYEES HIRED AFTER JANUARY 1, 2017 SHALL EARN AT A RATE OF TEN (10) SICK LEAVE DAYS PER YEAR.

SICK DAY BUY BACK: EMPLOYEES WITH MORE THAN 48 DAYS OF ACCUMULATED SICK LEAVE AS OF DECEMBER 31, 2011 (AND EACH SUCCESSIVE DECEMBER 31 THROUGH 2013) HAVE THE OPTION OF BEING PAID FOR EACH DAY OVER THE 48TH DAY UP TO AND INCLUDING FIVE (5) DAYS, AT THE PRIOR YEARS HOURLY RATE OF PAY, NOT TO EXCEED \$800. IN ADDITION, THE EMPLOYEE MUST HAVE USED NOT MORE THAN FIVE (5) DAYS SICK LEAVE IN THE PRECEDING CALENDAR YEAR TO BE ELIGIBLE. THE SICK DAY BUY BACK OPTION WILL END AS OF DECEMBER 31, 2017 AND WILL NO LONGER BE IN EFFECT AFTER THIS DATE.

UPON RETIREMENT OR DEATH, ACCUMULATED SICK LEAVE, UP TO SIXTY (60) DAYS, WILL BE BOUGHT BACK BY THE EMPLOYER AT \$70/DAY.

15. **EDUCATIONAL BENEFITS:** PURSUANT TO AGENCY POLICY, SUPERVISORS WILL BE REIMBURSED 75% OF TUITION COSTS PER CREDIT, TO A MAXIMUM OF SIX (6) CREDITS PER FISCAL YEAR, SHOULD FUNDS BE AVAILABLE.

16. **ON-CALL TIME:** ELIGIBLE EMPLOYEES WILL BE PAID THE FOLLOWING AMOUNTS FOR ON-CALL DUTY:

2016 - \$575.00
2017 - \$575.00
2018 - \$575.00
2019 - \$575.00

PLUS PAID TIME AND ONE-HALF FOR EACH FACE-TO-FACE CONTACT.

PLUS A \$100/WEEK PREMIUM WHEN A HOLIDAY FALLS WITHIN AN ON-CALL WEEK.

17. ANY CHANGES TO THE EXISTING TERMS OR CONDITIONS AND/OR NEW TERMS AND CONDITIONS OF THIS MEMORANDUM ARE EFFECTIVE UPON THE DATE OF AGREEMENT BY THE COUNTY COUNCIL. NO RETROACTIVITY OF THESE TERMS AND/OR CONDITIONS ARE TO BE APPLIED TO THIS MOU.

FOR TEAMSTERS LOCAL UNION 401:

FOR LUZERNE COUNTY:

PATRICK D. CONNORS

C. DAVID PEDRI, ESQUIRE
COUNTY MANAGER

LINDA HOUCK
CHAIR, LUZERNE COUNTY COUNCIL

APPROVED BY THE LUZERNE COUNTY COUNCIL VIA RESOLUTION # _____.