

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2014-17
SPONSORED BY COMMISSIONER DOUGHERTY
REQUESTED DATE: JULY 2, 2014
ORDINANCE 2014 – NO.**

**APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE
COUNTY OF LEHIGH AND UNITED FOOD AND COMMERCIAL WORKERS
UNION (UFCW), LOCAL 1776 AND TRANSFERRING FUNDS TO
IMPLEMENT SAME**

WHEREAS, the County of Lehigh and the Pennsylvania United Food and Commercial Workers Union (hereinafter “UFCW Local 1776”) have negotiated an agreement for the period of January 1, 2014 - December 31, 2016, the terms of which are identified in Exhibit “A”, Memorandum of Agreement, attached hereto; and

WHEREAS, said Memorandum of Agreement addresses, among other things, wage levels of County employees who are bargaining unit members of the UFCW Local 1776; and

WHEREAS, Section 310(a)(11) of the Home Rule Charter of Lehigh County provides, in pertinent part, that the setting of wage levels of employees shall be accomplished through the ordinance process; and

WHEREAS, pursuant to Ordinance No. 1984-117, the Board of Commissioners is required to act upon the conditions of the agreement requiring legislative action within forty-five (45) days of the signing of the agreement.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,
PENNSYLVANIA, THAT:**

1. The above purpose clauses are hereby incorporated as part of this Ordinance by reference.

2. Exhibit "A", Memorandum of Agreement between the County of Lehigh and United Food and Commercial Workers, Local 1776, January 1, 2014 - December 31, 2016, is hereby approved.

3. The County Executive is authorized to transfer the amount required to fund the wages as indicated in Exhibit "A" from the appropriate budget line items.

4. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

5. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

6. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

7. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this _____ day of _____, 2014 by the
following vote:

Commissioners

AYE

NAY

Geoff Brace
Thomas C. Creighton, III
Percy H. Dougherty
David S. Jones, Sr.
Vic Mazziotti
Brad Osborne
Lisa Scheller
Michael P. Schware

ATTEST: _____
Clerk to the Board of Commissioners

APPROVED this _____ day of _____, 2014.

Thomas S. Muller
County Executive

ENACTED this _____ day of _____, 2014.

MEMORANDUM OF AGREEMENT

by and between

UNITED FOOD and COMMERCIAL WORKERS, LOCAL 1776

And

COUNTY OF LEHIGH

It is hereby agreed by and between United Food and Commercial Workers Union, Local 1776 (the "Union") and County of Lehigh (the "Employer") to renew their collective bargaining agreement dated January 1, 2011 when it expires on December 31, 2013 under the following terms and conditions. The agreement shall remain in full force and effect without interruption, except as modified below.

1. Article 6, Section 1: modify to add "sexual orientation" to the protected classes.
2. Article 10, Section 1: remove Subsection C.
3. Article 10, Section 6: add a new Section 6 providing that "Each facility shall maintain a separate seniority list for purposes of daily staffing adjustments."
4. Article 11, Sections 1 & 3: modify to provide that new hires shall have a six (6) month probationary period, rehires within one (1) year into the same classification previously held would have a sixty (60) day probationary period, per diem employees going to full time or regular part time in the same classification would have no probationary period, and regular part-time employees going to full-time in the same classification would have no probationary period. Also, there shall be a six (6) month probationary period for an employee who changes their job classification.
5. Article 11, Section 1: modify the sixth sentence to provide "Probationary employees may bid for any open positions, but will only be considered if no non-probationary bids are received."
6. Article 12, Section 1: modify to reflect the following general wage increases; effective July 1, 2014 – 1.5%, effective January 1, 2015 – 2%, effective January 1, 2016 – 2.5%.

Remove the first sentence following the effective dates and amounts of the general wage increases.

7. Article 12, Section 1: modify to provide that during the term of this Agreement, there shall be no step increases.
8. Article 12, Section 3: modify to provide that during the term of this Agreement, employees will receive ½ of their longevity bonus.
9. Article 12, Section 7: remove the current Section 7, and renumber the current Section 8 as Section 7.
10. Article 13, Add new section 13: Upon instituting an 8 ½ hour day for RN's currently represented by SEIU, the parties shall immediately reopen this contract to negotiate the terms and conditions under which a compatible workday could be instituted in this bargaining unit. In the event the parties are unable to agree, after three (3) months, the matter will be submitted to binding interest arbitration.
11. Article 13, Section 7: remove the first sentence of this Section.
12. Article 16, Section 3: remove the sentence "For nursing employees, this does include the Nursing Pay Differential."
13. Article 19, Sections 2-5: modify to provide that effective with the second pay period after the Commissioners' approval of this Agreement, all eligible full-time employees shall accrue disability/sick leave at the rate of 6 days per year, and all eligible regular part-time employees shall accrue at the rate of 4 days per year. Also effective as of that date, those full-time employees who previously were eligible to accrue disability/sick time at a rate greater than 6 days per year shall receive a wage increase of 10¢ per hour for those going from 10 to 6 days per year, 15¢ per hour for those going from 18 to 6 days per year, and 20¢ per hour for those going from 20 to 6 days per year. Those regular part-time employees who previously were eligible to accrue at a rate greater than 4 days per year, shall receive a wage increase of 6¢ per hour for those going from 6 to 4 days per year, 8¢ per hour for those going from 10.5 to 4 days per year, and 10¢ per hour for those going from 12 to 4 days per year. Employees shall retain their current balances of short term and long term disability days and their current maximum accumulation levels. Any newly accrued unused days will be added to their short term disability day bank first.
14. Article 19, Sections 5 & 7: eliminate the references to NPD from both sections.

15. Article 19, Section 9: add a new section providing "Sick time for all employees shall be shown on their pay stubs."
16. Article 21, Section 1, Paragraph 2 add new language: the same provisions regarding medical benefits for same sex married couples as are applied to the majority of non-union County employees shall be applied to the unit.
17. Article 21, Section 1: remove paragraph 2 and replace with the following: Effective July 1, 2014, the same employee contribution rates toward premium as are applied to the majority of non-union County employees (see attached) shall take effect and these rates shall be extended through the term of the Agreement (last pay in December 2016).
18. Article 21, Section 3: modify by changing "in 2009 and 2010" to "in 2015 and 2016".
19. Article 24, Section 11: modify to reflect that written notices for Second Group Offenses shall remain "active" for sixty (60) months, and thereafter shall be considered void.
20. Article 24, Section 14: eliminate the current language regarding "time clocks". Replace with "All Certified Nurse Aids are required to submit a copy of their Nurses Aid Certificate to the Human Resources office prior to the expiration date. Failure to provide certification timely will result in progressive disciplinary action up to and including termination of employment."
21. Article 26, Section 2: add new language: the parties shall establish a working group to discuss and address scheduling issues.
22. Article 36: modify the expiration date of the new Agreement to December 31, 2016.
23. All other proposals by the parties not addressed above, are deemed withdrawn.

This Tentative Agreement is subject to ratification by the Union Membership and approval by the County Board of Commissioners.

UFCW Local 1776

Lehigh County

[Signature]
Title Representative
Date 06/24/2014

[Signature]
Title Dir. of Administration
Date June 24, 2014

Jeffrey Dreibrach
[Signature]
Elizabeth J. Krause
[Signature]
Roslyn Otto
Barbara C. Johnson
Thomas Hargel
Maribel Ford

COUNTY OF LEHIGH 2014 FULL TIME BENEFIT OPTIONS

HEALTH (MEDICAL) INSURANCE PLAN (HIGHMARK PPO BLUE)		
LEVEL OF COVERAGE	2013 PER PAY DEDUCTION	2014 PER PAY DEDUCTION
Employee only	\$39.42	\$ 43.38
Employee + 1 child	\$51.68	\$ 56.85
Employee + children	\$68.85	\$ 75.73
Employee + spouse	\$88.48	\$ 97.32
Family	\$113.02	\$124.32
Husband/Wife both "benefit eligible" County employee		(one employee pays appropriate level of coverage)
NOTE: Due to Healthcare Reform, \$2.50 per pay will be deducted for you and every dependent covered under your medical only benefits in addition to your 2014 per pay deduction listed above.		
DEDUCTIBLE FOR NETWORK PROVIDERS		
PER MEMBER - \$250		PER FAMILY - \$500
OUT-OF-POCKET CO-INSURANCE*		
PER MEMBER		
CO-INSURANCE	COUNTY PAYS	EMPLOYEE PAYS
\$3,000	\$2,750	\$250
PER FAMILY		
CO-INSURANCE	COUNTY PAYS	EMPLOYEE PAYS
\$6,000	\$5,500	\$500
*Claims must be submitted for all reimbursements. Please refer to the Lehigh County Intranet for a complete overview of benefits.		
PRESCRIPTION (EXPRESS SCRIPTS)		
(SELECTION OF SAME LEVEL OF HEALTH INSURANCE COVERAGE REQUIRED)		
LEVEL OF COVERAGE	2013 PER PAY DEDUCTION	2014 PER PAY DEDUCTION
Employee only	\$11.93	\$12.84
Employee + 1 child	\$15.30	\$16.83
Employee + children	\$20.39	\$22.43
Employee + spouse	\$26.20	\$28.82
Family	\$33.46	\$36.81
VISION (VISION BENEFITS OF AMERICA)		
LEVEL OF COVERAGE	2013 PER PAY DEDUCTION	2014 PER PAY DEDUCTION
Employee Only	\$.30	\$.30
Family	\$4.29	\$4.29
DENTAL (UNITED CONCORDIA)		
LEVEL OF COVERAGE	2013 PER PAY DEDUCTION	2014 PER PAY DEDUCTION
Employee only	\$ 2.85	\$ 2.85
Employee + 1 child	\$16.37	\$16.37
Employee + children	\$31.33	\$31.33
Employee + spouse	\$16.37	\$16.37
Family	\$31.33	\$31.33
DECLINATION OF BENEFITS		
\$30 per pay. All of the above available benefits options must be declined to receive this reimbursement.		

Employees who are currently subject to the 2013 Health Insurance Plan (Highmark PPO Blue) per-pay deductions shown above will be subject to the 2014 Health Insurance Plan (Highmark PPO Blue) per-pay deductions effective 12/13/13. To receive the discounts listed below, the employee and/or spouse must reapply for the Non-Smoking Discount for 2014. In addition, the employee and/or spouse must complete the on-line Wellness Survey in conjunction with a Healthcare Screening. The Healthcare Screening consists of the following: BMI, blood pressure, cholesterol, and blood sugar. The employee and/or spouse who did not apply for these discounts in 2013 will be able to do so for 2014.

Reduced medical payroll deductions for participation in the Wellness Program will begin with the pay of 12/13/13 if the completed Wellness form is received by the Office of Human Resources no later than 12/04/13. Employee's returning their completed Wellness forms after 12/04/13 will begin reduced medical payroll deductions effective with the following pay period in which they are received by the Office of Human Resources.

- \$5.00 If the employee is a non-smoker
- \$5.00 If the employee's spouse is a non-smoker
- \$10.00 If the employee completes a Highmark on-line wellness survey in conjunction with a healthcare screening
- \$10.00 If the employee's spouse completes a Highmark on-line wellness survey in conjunction with a healthcare screening

Open Enrollment information will be attached with the pay of September 20, 2013.