COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HAZLETON, PENNSYLVANIA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 668
(City Hall Employees)

For the years 2012 through 2016
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AGREEMENT
By and Between
THE CITY OF HAZLETON, PENNSYLVANIA
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 668
(City Hall Employees)
For the Years 2012 through 2017

This AGREEMENT made and entered into this 9th day of January, 2012, by and
between the City of Hazleton, Pennsylvania, hereinafter called the “Employer” and the Service
Employees International Union, Local No. 668, AFL-CIO, hereinafter called the “Union”.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to establish equal standards and conditions under
which Employees of the Employer shall work at Hazleton, Pennsylvania; and

WHEREAS, the parties do recognize, and wish to promote, the interest that they mutually
have in better public service and assuring orderly procedures for the employment of personnel
for the Employer; and

WHEREAS, it is the intent and purpose of the parties that this Agreement shall promote
and improve the economic and working relations between them and shall set forth herein their
agreement governing hours of work and general conditions of employment;

NOW THEREFORE, this Agreement is signed in good faith with the mutual hope of
both parties that a higher level of Employee performance will be constantly achieved through the
improving of Employee morale and the assurance of living standards that will attract and keep
the most efficient personnel possible to service the citizens of the City.

THEREFORE, IT IS HEREBY AGREED that this contract, signed and ratified by the
parties this ____ day of ______, 2011, shall govern the terms and conditions of employment
for a period of 5 (five) years, to wit: - January 1, 2012 through December 31, 2016 as follows:

ARTICLE I
UNION SECURITY

Change Article to read:

Each Employee who, on the effective date of this Agreement, is a member of the Union,
and each eligible Employee thereafter, becomes a member after that date shall maintain his or
her membership in the Union provided that such Employee may resign from the Union during a
period of fifteen (15) days prior to the expiration of this Agreement. The payment of dues and
assessments, while a member, shall be the only requisite employment condition.

All Employees shall have a sixty (60) day probationary period prior to joining said
Union.

The Employer agrees to deduct a fair share fee from all compensation paid to all
Employees in the bargaining unit who are not members of the Union consistent with the
provisions of Act No. 1993-15, the Public Employee Fair Share Fee Law.
Authorization from non-members to deduct fair share fees from payroll shall not be required. The amount of the fees to be deducted and the schedule for deducting that amount shall be certified to the Employer by the Union. The aggregate deductions of all non-members shall be remitted, together with an itemized statement, to the Union at the same time that the Employer transmits dues from the Employees who are not members of the Union.

The Employer agrees to deduct from the paycheck of employees covered by this Agreement, voluntary contributions to the Union’s Political Action Committee. The Employer shall make deductions only in accordance with the written authorization of respective Employees which shall specify the amount frequency and duration of the deduction.

**ARTICLE II - RECOGNITION**

**Section 1** The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining of all Employees of the Employer included in the bargaining unit.

**Section 2** The City recognizes and will not interfere with, restrain, or coerce Employee in their right to self-organization, to form, join or assist labor organization, or to bargain collectively through representatives of their choosing, to engage in concerted activities for the purpose of collective bargaining. The Employer will not permit any other group or Union to solicit membership or collect dues on the Employers time.

**Section 3** The Employer recognizes the established rights as explained by Act 195 of this contract, responsibilities, and values of the Union and has no objection to its Employees becoming members of the Union, responsible in conjunction with Employer for making and keeping this contract.

**Section 4** It is agreed between the parties to return the position of Maintenance Supervisor to the bargaining unit according to Act 195.

**ARTICLE III REPRÉSENTATION**

**Section 1(a)** The Employees shall be represented by a committee of four members, one of whom shall be the Chairman who shall be elected in any manner determined by the Employees. This committee shall be selected from a group of nominees on the seniority list.

(b) Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives and the capacity in which they will function in regard to the grievance procedure negotiations or other labor relations function, and will, from time to time, provide prompt notice of any changes.

**Section 2(a)** No discrimination: There shall be no discrimination against any Employee because of his membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.

(b) The City and the Union shall not discriminate against any Employee, because of age, sex, race, nationality, religious belief, or for Union activity or political affiliation.
ARTICLE IV
CHECK-OFF

Section 1 Upon receipt of a signed authorization of the Employee involved, the Employer shall deduct from the Employee's pay the initiation fee and dues payable by him to the Union during the period provided for in said authorization.

Section 2 Deduction shall be made on account of initiation fee, from the paycheck of the Employee after receipt of the authorization. Deductions shall be made on account of Union dues from the second paycheck of the Employee after receipt of the authorization and monthly thereafter from the second pay of the Employee each month.

Section 3 Deductions provided for in Section 1 shall be remitted to the Financial Secretary of the Union no later than the tenth (10th) day of the month following the deduction and shall include all deductions made in the previous month. The Employer shall furnish the Financial Secretary of the Union, monthly, with a record of those from whom deductions have been made and the amounts of the deductions.

ARTICLE V
JOINT RESPONSIBILITIES

Section 1 NO STRIKE; NO LOCK-OUT
(a) Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown, on any property of the City or any curtailment of work or restriction of production or interference with the operations of the City. In the event of work stoppage, other curtailment of production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same is ceased.

(b) In the event of work stoppage, or other curtailment, the Union shall immediately instruct the involved Employees in writing that their conduct is in violation of this contract, that they may be disciplined up to and including discharge and instruction of all such persons to immediately cease the offending conduct.

(c) The City shall have the right to discipline up to and including discharge, any Employee who instigates, participates in or gives leadership to any activity herein prohibited.

(d) The City will not lockout any Employee during the term of this Agreement.

Section 2 NO COERCION
Neither the City nor the Union shall interfere with, restrain or coerce Employees either to join or refrain from joining the Union.
ARTICLE VI
HOSPITALIZATION AND LIFE INSURANCE

Section 1 The City shall provide a health insurance program for all Employees and their eligible Dependents consisting of Blue Cross First Priority Health. Any employee wishing to enroll in Access Care II will pay the difference between First Priority Health and Access Care II.

The Blue Cross First Priority Health Prescription Drug Rider is implemented as follows:

Tier 1 $15.00      Tier 2 $30.00      Tier 3 $50.00

Employees shall be responsible to pay $20.00 per month effective January 1, 2008 towards their health care.

New employees hired after January 1, 2007 shall be entitled to receive an annual stipend which is to be utilized by the employee towards securing health insurance benefits. The employee may opt to use the stipend towards an insurance plan approved and made available by the City, or may secure a health insurance plan independent of those offered by the City.

The annual stipend shall be equivalent of the monthly rate multiplied by twelve (i.e. 12 months), for corresponding classifications of insurance. The amount allowable monthly, shall not exceed the amounts indicated below. In the event an employee selects a health insurance plan in which the monthly premium is less than the amounts indicated below, then the employee shall be entitled to the amount of the lesser premium.

The maximum allowable monthly stipend for corresponding classifications is as follows:

<table>
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<th>Classification</th>
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<tr>
<td>Single</td>
<td>$350.00</td>
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<tr>
<td>Husband &amp; Wife</td>
<td>$650.00</td>
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<tr>
<td>Parent &amp; Child</td>
<td>$600.00</td>
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<tr>
<td>Family</td>
<td>$650.00</td>
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<tr>
<td>Parent &amp; Child</td>
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Employees shall be responsible for making on-time payments of the premiums or costs of his/her health insurance. After employee makes payment, the City will then reimburse the employee up to the allowable amount. In order to be eligible for reimbursement, the employee shall provide the City with acceptable proof of his/her enrollment (if other than City provided) in another health insurance plan and proof of the amount paid by the employee for that plan, which can include a true and correct copy of an invoice/statement marked paid or a cancelled check.

Employee’s stipends for health insurance are set at the amounts indicated above for the duration of the contract period.

In addition, the City shall continue to provide a plan of vision care, Opti Choice or equal, as well as a dental plan as currently provided, Delta Dental, Plan I (PA-BL)

The City shall provide Blue Cross/First Priority coverage for Employees, who are laid-off, for a period of time not to exceed six (6) months.

The City will offer an incentive to opt out of the City’s Hospitalization Insurance. Any Employee that opts out of the insurance plan will be eligible for a $3,000 bonus. The bonus will
be paid in the second pay period of each month, which will be included in the employees paycheck.

Section 2 The City shall provide to all Employees covered by this Agreement on its effective date, and who shall elect such coverage, a life/annuity insurance contract on a co-payment basis with the Employee. The City shall contribute, for all Employees who elect such coverage, a maximum of five ($5.00) dollars per week or two hundred and sixty ($260.00) dollars per year toward such coverage and the Employee shall be responsible for and pay any additional premium amounts for the coverage elected by the Employee, which shall be deducted from the Employees paychecks on a bi-weekly basis and forwarded to the insurance company along with the City’s share. Such life insurance policy shall be for the face amount of insurance elected by the Employee, which shall be a minimum of $25,000, but any insurance coverage over and above that amount elected by the Employee shall not affect the City’s contribution which shall remain the same.

Said insurance coverage shall be fully paid in ten (10) years from the date of first enrollment, and thereafter the City’s responsibility to contribute to such Employee’s life insurance will cease. Employees may elect to continue to contribute to said insurance policy thereafter, thereby accruing additional insurance coverage and/or building up cash value. The City agrees to continue to deduct the same from the paychecks of the Employees on a bi-weekly basis and forward the designated amounts to the insurance company.

All Employees who do not elect coverage under the new life/annuity insurance plan shall continue to receive a $25,000 term life insurance policy while employed in a full time capacity with the City, and upon retirement shall receive a term life insurance policy of $7,500.

All Employees hired after March 1, 1994, may enroll in the new life/annuity insurance coverage for which the City shall contribute $260.00 per year and the Employee shall pay any additional cost of the basic coverage or any additional coverage requested by the Employee. All Employees shall be covered by a minimum of $25,000 of life insurance, but may elect additional coverage. If any Employee hired after March 1, 1994 chooses not to enroll in this new life/annuity insurance program, they will receive no life insurance.

All Employees currently employed who elect coverage under the new life/annuity insurance option shall be entitled to the City’s contribution after bona fide retirement for a period of up to ten (10) years. Any Employee who is separated from employment with the City for any other reason other than bona fide retirement shall not be entitled to the City’s contribution for said insurance coverage, but may elect to keep and maintain such insurance policy by paying the entire premium.

Section 3 Retirees life insurance shall be $7,500.00. The parties agree, nonetheless, that bargaining unit Employees will receive benefits under this provision equal to all other City unionized Employees.

Section 4 Any Employee who attains the age of sixty-five (65) and continues to work can go on Medicare or can stay on our plan as an option for full coverage. The City will reimburse the Employee for his cost of Medicare and purchase the 65 Special for the Employee. If the spouse is sixty-five (65) years of age, the City will duplicate the same coverage for the spouse. If the spouse is less than sixty-five (65) years of age, the spouse will receive the same coverage that the spouse was receiving prior to the Employee becoming sixty-five (65) years of age.
All bargaining unit Employees will be fully vested in the pension plan after ten (10) years of service.

Any member of the Bargaining Unit who at a minimum age of sixty (60) retires after ten (10) years of service with the City, shall receive individual Blue Cross/Blue Shield benefits, or its equivalent, consistent with the benefits provided to other members of the Bargaining Unit, paid for by the City, provided that the City will pay no more than the City's current cost at the time of retirement for individual coverage and, provided further, that such coverage will not be provided if the retiring Employee is able to obtain equivalent or better coverage from any other source. In addition, effective January 1, 1991 for any Employees who retire after that date, said retirees who qualify for individual health coverage as set forth in this sub-paragraph shall also be entitled to one-half coverage paid by the City for their spouse, subject to the same condition. The parties agree that bargaining unit Employees will receive benefits under this provision equal to all other City unionized Employees. Employees hired after April 27, 2000, shall not receive the same retirement/health care coverage as currently in place.

ARTICLE VII
HOLIDAYS

The Employer agree to pay the Employees for the following holidays:

- New Year’s Day
- Martin Luther King Day
- Washington’s Birthday (President’s Day)
- Good Friday
- Easter Monday
- Memorial Day
- Flag Day
- July 4th
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Day after Christmas
- Personal Holidays (4)

Should a holiday fall on a Saturday, it will be observed on the preceding Friday and should a holiday fall on a Sunday, it will be observed on the following Monday.

Holiday pay shall not be paid to any Employee on a leave of absence without pay, suspension without pay, layoff, or worker’s compensation leave.

ARTICLE VIII
SICK LEAVE

Employee shall earn a total of 15 days in a year.

Employees shall be allowed to accumulate sick days as follows:

- 2012 180 days
- 2013 200 days
- 2014 200 days
- 2015 210 days
- 2016 210 days

An Employee, upon bona fide retirement after 20 years of service with the City, shall be paid for unused sick days at the rate of $50.00 per day. Employees planning to retire must notify
the City in writing sixty (60) days prior to the date of their retirement in order to be eligible for this benefit.

Sick days shall be earned on a pro-rata, monthly basis (i.e. they are not credited in full at the beginning of the year).

Any Employee absent more than three (3) days must on the fourth (4) day, submit satisfactory written proof of illness or injury by a certified physician.

Any Employee who uses no sick days per year will receive a $500.00 bonus. Any Employee who uses one (1) sick day per year will receive a $400.00 bonus and any Employee who uses two (2) sick days per year will receive a $275.00 bonus. Any Employee who uses 3 sick days a year will receive a $200.00 bonus. The bonuses will be paid in the first pay period in January by separate check.

Sick Leave Donation Program
A sick bank shall be created in which a union employee may donate up to six (6) days per year to a member that has exhausted all of his/her sick time. An employee that has exhausted all of one’s sick days and is utilizing “sick bank days” shall only be able to utilize those days for a maximum of six (6) months.

Donations are only for illnesses that would qualify under the FMLA for either the employee or the employee’s immediate family. Donated time will not impact the donator’s sick leave usage bonus.

ARTICLE IX
VACATION

Employees of the City covered by this Agreement shall be entitled to vacations in accordance with the following schedule:

- After 1 year of service ......................... 2 weeks vacation
- After 2 years of service ....................... 2 weeks vacation
- After 3 years of service ....................... 3 weeks vacation
- After 10 years of service ..................... 4 weeks vacation
- After 20 years of service ..................... 5 weeks vacation

**Vacation shall not be carrier over from year to year

ARTICLE X
LONGEVITY

A longevity increment of one percent (1%) for every two (2) years of service, up to ten percent (10%) for twenty four (24) years of service, eleven percent (11%) for twenty five (25) years to thirty-four (34) years of service, and twelve percent (12%) for thirty-five (35) years of service or more computed at the base salary of the individual worker, shall be paid as a lump sum payment for the entire year on the anniversary date.

In order to be eligible for a longevity increment, Employees must be employed by the City on their anniversary date. Pro-rated longevity increments will not be paid to any Employee, for any reason, unless employed on their anniversary date, except those Employees eligible for
bona fide retirement after 10 years of service, and who have provided the City with sixty (60) days notice of their intention to retire.

Longevity increment shall be paid as a lump sum payment in a separate payroll check on their anniversary date.

ARTICLE XI
WORK HOURS

Monday through Friday, (a total of thirty-five (35) hours). See Article XIX for overtime.

ARTICLE XII
SENIORITY

In the matter of lay-offs and re-hiring, the principle of bargaining unit seniority shall prevail. For the purpose of computing length of tenure regarding seniority, the date of the first day of work shall be used as the starting point. All part-time Employees seniority and benefits are to be pro-rated. Seniority shall be defined as including continuous paid service last date of hire with the City of Hazleton.

Seniority shall terminate if an Employee quits or retires, is discharged for just cause, if an Employee is absent for three (3) consecutive work days without notifying the City, if an Employee is absent for three (3) consecutive days without justifiable reason, or if an Employee is on layoff for one (1) year.

Any Employee being bumped by a senior Employee shall have a thirty (30) working day trial period. In the event the Employee cannot perform the job satisfactory, into which he/she has bumped, he/she will be placed on lay-off.

ARTICLE XIII
LEAVE OF ABSENCE

Section 1(a) All leaves of absence (any extension thereof) must be applied for and granted in writing on forms to be provided by the City. An Employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City of Hazleton. When an Employee returns to work after a leave of absence, he or she will be assigned to the position which he or she formerly occupied.

(b) If it is found that a leave of absence is not actually being used for the purpose of which it was granted, the City may cancel the leave, direct the Employee to return to work and impose disciplinary action.

(c) An Employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension to such leave, shall be deemed to be absent without leave and shall be subject to the loss of seniority and/or employment.

(d) Employees must notify the Employer in writing two (2) weeks prior to return to work.
Section 2  FUNERAL LEAVE
All permanent Employees who have completed their probationary period shall receive a leave of absence with pay of three (3) work days in the event of a death in the Employee’s immediate family. Immediate family is defined and shall be limited to: mother, father, brother, sister, grandparent, mother or father-in-law, or any step children. Said leave shall be restricted to the day of the funeral in the case of death of the Employee’s distant relative, which shall mean the Employee’s uncle, aunt, cousin, niece or nephew.

Section 3  FAMILY AND MEDICAL LEAVE ACT
The City of Hazleton is covered under the Family and Medical Leave Act of 1993 (hereinafter referred to as “FMLA” or “Act”). Any Employee of the City, covered by this Agreement, who has worked for the City for at least one (1) year, and for 1,250 hours over the previous twelve (12) months, is eligible for leave under the Act. Spouses, both of whom are employed by the City, are limited to a total of twelve (12) weeks of leave between them, in any twelve month period, except in circumstances where either spouse or their child is effected by a qualifying serious health condition.

The City will provide twelve (12) weeks of unpaid leave to eligible Employees for one or more of the following reasons:

(a) For the birth of an Employee’s child (or placement of child for adoption or foster care) taken within twelve (12) months of the birth or placement, or

(b) For the care of the Employee’s spouse, son or daughter, or patient, who has a serious health condition, or

(c) For a serious health condition that makes the Employee unable to perform his or her job functions.

As an Employee, covered by this Agreement, you may elect, or the City may require, that you exercise paid leave which you have accrued in place of unpaid leave provided under the FMLA. Sick leave can only be substituted under the FMLA for conditions or purposes which would entitle you to leave under the sick leave policy, unless written authorization is granted.

The City requires that you provide at least thirty (30) days advanced notice when FMLA leave is needed, if your need is foreseeable. Otherwise, you must provide the City with as much notice as possible. If you are taking leave for personal illness or the illness of a family member, the City requires that you submit medical certification to support your request, and periodic recertification from the physician. The City reserves the right to require medical certifications from a second or third physician. When you request such leave, the City will provide you with the appropriate forms. In accordance with the sick leave policy, if you take FMLA leave for personal illness, the City will also require a medical certification indicating whether you are able or unable to return from leave duty or health condition. Your twelve (12) weeks of leave may be taken intermittently or your weekly schedule may be reduced in hours, only if written approval from the City is given. If you need intermittent or reduced leave schedules due to a medical necessity, your request will be accommodated, provided you make every effort to schedule your absences so as to minimize the impact on the City’s operations.

At the conclusion of the FMLA leave, most Employees will be restored to their original or equivalent positions with equivalent pay, benefits and other terms and conditions of employment. The City is not obligated to restore any Employee whose job position has been eliminated during the leave period.
During the period of FMLA leave, the City will continue the Employees health care coverage as if you were continuously employed. Failure to make timely co-payments, if required, may result in the termination of your health care coverage. Provisions for the payment of your health care co-payments, if any will be made at the time of your leave request. If the Employee fails to return to work at the conclusion of the FMLA leave period, the Employee is obligated to repay the City the cost of all health care premiums paid for the Employee by the City during the period of leave. The Employee will not be obligated to repay the City if the failure to return from leave is due to circumstances beyond the Employees control. No other benefits accrue while on leave, including to but not limited to seniority, pension, vacation, or sick leave.

The City will not interfere with restrain or deny the exercise of any right provided under the FMLA. The City will not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA nor will the City discriminate against or discharge any person because of involvement in any proceeding under or related to the FMLA. It should be noted that the FMLA does not affect any federal or state law prohibiting discrimination, nor does it supersede any state or local law which provides for greater family or medical leave benefits. The FMLA does not affect the City’s obligation to provide greater leave benefits if that is required under this collective bargaining agreement or an approved employment benefit plan. No rights provided for under the FMLA may be diminished or waived by this Agreement, or any employment benefit plan. If an Employee should find that an additional leave of absence is needed at the end of the FMLA leave period, that Employee should contact the City Administrator. Requests for additional leaves of absences will be handled on an individual basis.

ARTICLE XIV
PENSION

All employees retiring prior to January 11, 2001 were participants in the Pennsylvania Municipal Retirement System (PMRS) plan, and thus were subject to the prevailing features of that plan.

Effective January 11, 2001, the City of Hazleton at the behest of the employees elected to withdraw from PMRS and establish an enhanced plan, hereinafter referred to as “Enhanced PMRS Features” pursuant to City Ordinance 2001-26. The Enhanced PMRS Features was supplemented by the (1) the removal of the actuarial reduction for those participants with 20 or more years of pension creditable service; and (2) crediting of prior pension creditable service with the City of Hazleton for prior plan participants who are reemployed by the City upon repayment to the Plan of any amount of accumulated contributions (which shall include interest credited by the Plan) paid by the Plan to the participant.

Current employees and those employees having retired between January 1, 2001 and January 1, 2004 will be given the option to choose between the Enhanced PMRS Features and the features set forth in the Third Class City Code Optional Plan for Employees under the Mandatory Provisions, hereinafter referred to as the “Optional Plan”.

Therefore, City Non-Uniformed Employees Pension Plan is hereby restated in its entirety as follows:

Effective for participants hired before January 1, 2004 and retiring after January 1, 2001, the Plan is restated in its entirety such that for elections filed by employees prior to January 1,
2004 the employees/participants may make an irrevocable election to receive the benefits set forth as the Optional Plan; otherwise, they shall receive the Enhanced PMRS Features. All employees hired on or after January 1, 2004 shall be eligible for the benefits and features of the Optional Plan only. The Enhanced PMRS Features shall be governed by the administrative Internal Revenue Code and operational provisions set forth in Articles X, XI, XII, XIV and XV of the Plan Document adopted by Ordinance of the City of Hazleton.

ARTICLE XV
DISCIPLINE AND DISCHARGE

The Employer shall have the right to discipline and discharge any Employee for just cause.

(a) The Employer will follow the principles of corrective discipline with respect to minor offenses:
   1st offense -- Verbal warning
   2nd offense -- Written warning
   3rd offense -- Three (3) days suspension without pay
   4th offense -- Five (5) days suspension without pay
   5th offense -- Discharge

(b) The Employer reserves the right to discharge an Employee without regard to the procedures outlined in Section (a) of this Article, if in the opinion of the Employer the offense is of a major nature warranting immediate discharge.

(c) The Employer will notify the Union in writing within twenty-four (24) hours following the discipline, suspension or discharge of any Employee in the bargaining unit.

(d) The Employee may elect to contest the discipline, suspension or discharge, but shall in writing notify the City Administrator or the Department Head within three (3) working days after notification of the action by the Employer. In such an event, the issue will thereafter be submitted and determined under the Grievance and Arbitration Procedures hereafter set forth.

ARTICLE XVI
GRIEVANCE PROCEDURE

Should a difference arise between the City and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the grievance procedure set forth below:

STEP 1 - Any Employee having a grievance shall first take up the matter with his immediate supervisor. If not settled it shall be discussed with his representative in accordance with Article III of this Agreement and shall be reduced to writing and signed by the grievant. Any grievance not submitted within seven (7) working days (excluding Saturdays, Sundays and Holidays) of its occurrence shall be considered automatically closed.

STEP 2 - The written grievance shall be discussed between the representative of the Union and the representative of the City either appointive or elective. The representative of the City shall give his written decision within seven (7) working days (excluding Saturdays, Sundays and Holidays) of receipt of the written grievance.
STEP 3 - If the issue cannot be settled at Step 2 of the issue it will be submitted to arbitration within seven (7) days (excluding Saturdays, Sundays and Holidays) of the Step 2 answer or its due date.

Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.

The Arbitrator's decision shall be final and binding on the City, on the Employee or Employees and on the Union. The Arbitrator shall submit his decision in writing within thirty (30) days after conclusion of hearings.

The expense of the Arbitrator shall be shared equally by the City and the Union.

ARTICLE XVII
GENERAL PROVISIONS

Section 1  There will be a bulletin board placed in a conspicuous place for the use of the Union.

Section 2  Before the Employer puts a new rule into effect, they will be discussed with the local Union representative. It is understood, however, that if said rules are in conflict with the terms of this Agreement, nothing in this section is to prevent the Union from resorting to the grievance procedure as set forth in this Agreement.

Section 3  All Employees will receive fifteen (15) minutes for a coffee break in the morning and afternoon hours.

Section 4  Any benefits now being received by the Employees shall not be jeopardized by the signing of this contract.

Section 5  It is the intent that any Agreement entered into shall be binding upon the Employer and its successors and assigns all of the terms and obligations hereinafter contained shall not be affected or changed in any respect by any change in the legal status or management of the Employer.

Section 6  The employer shall provide for the employees usage an employee only restroom. (with sign off from the police)

ARTICLE XVIII
EMPLOYER RIGHTS

The Union agrees that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer to relieve Employees from duty because of lack of work, or for other legitimate reasons is vested exclusively to the City, subject only to the seniority rules, grievance procedures and other express provisions of this Agreement.
ARTICLE XIX
OVERTIME

The City agrees that Employees covered by this contract shall be paid time and one-half (1 1/2) pay for Saturday work and Sunday work. Employees shall also be paid time and one-half (1 1/2) pay for any hours of work after seven and one-half (7 1/2) hours either in a 24 hour period, or shift, and after thirty-seven and one-half (37 1/2) hours in a week. In accordance with current practice, there shall be no pyramiding of overtime.

ARTICLE XX
WAGES

Starting rate of $20,000 established

For the first four years of the contract

2% across the board wage increase for everyone.

In addition to the across the board wage increase employees making less than $37,000, but more than $28,000 will receive an additional 2% increase each of the first four years of the contract.

In addition to the across the board wage increase employees making $28,000 or less will receive an additional 1% increase each of the first 4 years of the contract.

Fifth year of contract a wage reopener will occur.

ARTICLE XXI
TERMINATION, REMOVAL AND MODIFICATION

One hundred and eighty (180) days prior to the termination of this agreement, either party may initiate negotiations for renewal or modification, or a new agreement.

ARTICLE XXII
JOB BIDDING AND POSTING

All vacancies and new jobs shall be posted on all bulletin boards for a period of five (5) working days and shall be awarded to the senior Employee(s) who apply and have the capability to perform the work. All posted jobs shall be awarded within five (5) working days after the posting as mentioned above. The City is to post on the bulletin boards all successful bidders.
ARTICLE XXIII
UNION BUSINESS LEAVE

Employees elected or appointed as Union officials or representatives, may be granted
leave without pay, to a maximum of 5 calendar days per year. Such leave shall be requested in
writing, with seven (7) days advance notice to management. Approval of Union Business Leave
is subject to management's responsibility to maintain efficient operations. Leave requests shall
be responded to in writing, in a timely fashion. The City will not unreasonably deny Union
Business Leave.
IN WITNESS WHEREOF, the parties have, by their duly authorized representative, signed and sealed this Agreement on the 9th day of January, 2012.

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 668 (AFL-CIO)

Signature

1-9-12

Date

FOR THE CITY OF HAZLETON

Signature

1-9-12

Date

Mary Ellen Lieb

Signature

1-9-12

Date

UEU Local #1