AGREEMENT

THIS AGREEMENT made and entered into this 15th day of December, 2016 by and between CITY OF HAZLETON, Pennsylvania, hereinafter called the "Employer" and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 473, 32BJ, 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 order 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 by City Administration and ratified by the Union this 19th day of December, 2016 and subject to ratification by Hazleton City Council, shall govern the terms and conditions of employment for a period of five (5) years to wit: January 1, 2017 through December 31, 2021, as follows:

ARTICLE I — UNION SECURITY

Section 1 All employees who, on the effective date of this Agreement, are members of the Union, and all employees who voluntarily become members of the Union after the date of this Agreement, shall maintain their membership in the Union for the term of this contract subject only to SECTION 2, below, as a condition of employment. All such employees who fail to comply with this provision shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union that any such employee is in violation of this provision. Per Diem employment shall not entitle an employee to Union membership.

Section 2 The provisions of Section 1, notwithstanding, an employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

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 this bargaining unit.

Section 2 The City recognizes and will not interfere with, restrain, or
coerce employees in their right to self-organization, to form, join or assist labor organizations, 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 Employer's time.

Section 3  The employer recognizes the established rights as experienced 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  The Union and the City agree that all new full-time employees shall have a probationary period of three (3) months and it is further agreed by the Union and City that the city shall have the right to discharge said new full-time employee during said probationary period without recourse by the Union or said employee to the Grievance procedure hereinafter set. The probationary period for part-time employees shall be one hundred and eighty (180) days.

Section 5  The parties agree that no settlement or contract can be effected between them unless the settlement or contract is submitted for approval by City Council as provided by Act 195; the Third Class City Code and/or the Optional Plan Law applicable to the governing and legislation of the City of Hazleton.

ARTICLE III — REPRESENTATION

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.

(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 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 any other capacity on 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 (10) 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. The
Union shall indemnify and hold the City harmless from the collection and disbursements of said dues should the employee not be entitled to a paycheck.

**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 neither cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or restriction of production or interference with the operations of the City. In the event of work stoppage, other curtailment or 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 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 the involved 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.

**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 plan for all employees and their eligible Dependents through the Pennsylvania Municipal Health Insurance Cooperative (or comparable plan, and one that is aligned with other City Unions). The plan is a Northeastern Pennsylvania Municipal Insurance Cooperative/Highmark PPO Blue Plan. Employees will be responsible for the premium share as identified below:

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<thead>
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</thead>
<tbody>
<tr>
<td></td>
<td>6%</td>
<td>7%</td>
<td>8%</td>
<td>10%</td>
<td>10%</td>
</tr>
</tbody>
</table>
The maximum monthly contribution shall be $100 per month for single coverage and $250 per month for dependent coverage.

The healthcare premium share for 2017 shall be:

<table>
<thead>
<tr>
<th>2017</th>
<th>6%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium</td>
<td>Share</td>
</tr>
<tr>
<td>$ 713.35</td>
<td>$ 42.80</td>
</tr>
<tr>
<td>$1,692.72</td>
<td>$101.56</td>
</tr>
<tr>
<td>$1,330.75</td>
<td>$ 79.85</td>
</tr>
<tr>
<td>$1,512.23</td>
<td>$ 90.73</td>
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<tr>
<td>$1,875.47</td>
<td>$112.53</td>
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The prescription drug co-pays are as follows:

<table>
<thead>
<tr>
<th>Prescription Drug Program</th>
<th>Retail Drugs (30-day Supply)</th>
</tr>
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<tbody>
<tr>
<td>Hard Mandatory Generic</td>
<td>$0 low cost generic</td>
</tr>
<tr>
<td>Defined by the National Pharmacy Network -</td>
<td>$15 standard generic copayment</td>
</tr>
<tr>
<td>Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.</td>
<td>$30 formulary brand copayment</td>
</tr>
<tr>
<td>Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.</td>
<td>$50 non-formulary brand copayment</td>
</tr>
<tr>
<td>Maintenance Drugs through Mail Order (90-day Supply)</td>
<td>$0 low cost generic copayment</td>
</tr>
<tr>
<td>$30 standard generic copayment</td>
<td></td>
</tr>
<tr>
<td>$70 formulary brand copayment</td>
<td></td>
</tr>
<tr>
<td>$150 non-formulary brand copayment</td>
<td></td>
</tr>
</tbody>
</table>

In addition, the City shall continue to provide a plan of vision care, Davis Vision, Option V or equal, as well as a dental plan as currently provided, United Concordia, Flex Concordia or equal.
The City shall provide health insurance coverage for eligible 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 $3,300 bonus. The bonus will be paid in the second pay period of each month, which will be included in the employees’ paycheck. Any employee receiving the bonus for declining health insurance prior to 1/1/13 will continue to receive the bonus. Thereafter, employees must provide proof of alternate insurance in order to receive the $3300 bonus.

Section 2 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 3  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 twelve (12) 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.

Employees hired after January 1, 2000, are not entitled to receive retiree health insurance benefits.

ARTICLE VII—HOLIDAYS

The Employer agrees to pay employees for the following holiday:

| New Year's Day | Memorial Day | Veteran's Day  
<table>
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<tr>
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<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Flag Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>July 4th</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Labor Day</td>
<td>Christmas</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>Columbus Day</td>
<td>Day After Christmas</td>
</tr>
<tr>
<td>5 Personal Days</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In the event that an employee is called into work on the day after Christmas, the employee will be paid for the holiday plus straight time for hours worked subject to all other provisions of the contract.

ARTICLE VIII—SICK LEAVE

(a) Employees are allowed Fourteen (14) sick days per year.

Sick days may be accumulated in accordance with the following:

2015  180
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 $70.00 per day.

(b) Should an employee be entitled to Worker's Compensation benefits, the Union and City agree that the City during the first year of compensation payments shall pay said employee full wages provided that said employee reimburse the City that portion of his wages representing receipt of compensation benefits (i.e. the employee shall receive his compensation check and endorse same to the City). Should compensation continue for a period of time beyond one (1) year the City will be released from payment of full wages and the employee shall receive only the amount representing compensation benefits, from the Worker's Compensation insurance carrier.

(c) **Sick leave bonus.** Any employee who uses no sick leave days for any given year will receive a $500.00 bonus for that year. Should an employee use only 1 sick day, he or she will receive a $400.00 bonus; a $275.00 bonus for the use of only 2 sick days per year; and a $200.00 bonus for the use of only 3 sick days per year. Each year's sick leave bonus will be paid to the employee in the second pay period of January of the year following the year in which the sick leave bonus accrues.

(d) Employees may donate a maximum of 6 sick days per year to another employee for use during a medical leave of absence. The donation of sick days will not affect the sick leave bonus.

(e) **Medical leave of absence.** After exhaustion of accrued sick leave benefits, donated sick time, and at the employee's option, vacation time, an employee may apply for a medical leave of absence. Medical leaves of absence of up to six months in duration shall be granted pursuant to the procedures of the Family and Medical Leave Act (FMLA) which include medical certification by a health care provider. FMLA leave as defined by federal law will run concurrent to medical leave.
Employee will not receive any wage during said leave, but the City agrees to pay health insurance benefits for a period of six (6) months for medical absence. If additional time is required, insurance benefits may be kept up by payments by the employee.

**ARTICLE IX - VACATION**

All employees shall earn vacation in accordance with the following schedule:

- After one (1) year of service 1 week vacation
- After two (2) years of service 2 weeks vacation
- After five (5) years of service 3 weeks vacation
- After five (5) years of service to twenty (10) years of service-one (1) extra day per year (years 6 thru 9)
- After ten (10) years of service 4 weeks vacation
- After fifteen (15) years of service to twenty (20) years of service one (1) extra day per year (years 16 thru 19)
- After twenty (20) years of service 5 weeks vacation

Vacations cannot be accumulated and carried over from year to year; and vacation days shall be earned on a pro-rata monthly basis.

(a) Employees must request vacation time by marking the department calendar provided by the City in accordance with the following:

A vacation request of (5) consecutive working days or more must be
submitted not less than two (2) weeks in advance of the requested days off; Any vacation request of (3) consecutive working days or less must be made a minimum of one (1) week in advance of the requested day(s). Vacation of more than 5 consecutive days may not be granted if an employee does not provide 30 days or more notice to the City.

(b) In the event (4) or more employees request vacation during the same time period, and the City determines it cannot grant each request, vacation will be allotted on the basis of seniority.

(c) In the event an employee does not wish to utilize vacation days that he/she is entitled to by virtue of this agreement, the City agrees to reimburse the employee for unused vacation time at a rate of $80.00 per day in addition to his/her standard rate of pay pursuant to the following:

☐ The employee designates (to the supervisor or foreman) a minimum of (5) consecutive days (may be more than 5) in which the employee agrees to work in lieu of utilizing the days as vacation time. Unused vacation time of (4) consecutive days or less will not be considered for reimbursement.

☐ An employee offering to work in lieu of utilizing vacation time must report to work on the designated days in the usual manner and fulfill the obligations of the assigned work schedule for the designated day(s). Employees who have been granted vacation and are subsequently requested to work may elect to be paid for their vacation day and be paid overtime for the hours that they are called in from vacation.
The provision provided for under section (c) is made available to the employees (that are eligible to participate) by the City, the intent of which is strictly voluntary as it pertains to the affected employee(s).
ARTICLE X LONGEVITY

A longevity increment of one percent (1%) for every two (2) years of service, up
to a maximum of ten (10%) for twenty years of service, computed at the base salary
of the individual worker, the longevity increment shall be paid as a lump-sum
payment in the second pay of the month of the employee's anniversary. 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
unless employed on their anniversary date. Union members may change their W-4
election two weeks prior to the week in which the longevity check is paid in order to
reduce the amount of taxes deducted from the check.

ARTICLE XI WORK HOURS

The work day and work week shall consist of Monday through Friday, forty
(40) hours per week, 7:00 a.m. to 3:00 p.m. The street sweeper hours will be 5:00 a.m.
to 1:00 p.m. All other shifts presently scheduled during the winter months for second
and third shifts shall remain the same.

(a) Employees working the hours of 7:00 am. to 3:00 p.m. shall be entitled to
a fifteen (15) minute peace time on job site (place of assigned work) during the first four
(4) hours of work and a forty-five (45) minute lunch break for each eight hour shift.

(b) Employees working the hours of 5:00 am. to 1:00 p.m. shall be entitled
to a fifteen (15) minute peace time beginning at 7:15 a.m. and ending at 7:30 a.m. and
a forty-five (45) minute lunch break for each eight hour shift. Lunch break
shall commence at 9:45 a.m. and cease at 10:30 am.

(c) Employees are entitled to an additional 15 minute break when
working a 12-hour shift.
(d) Winter shift assignments: volunteer employees to work 2nd shift assignments shall be posted on November 1. Any position not confirmed by November 15 will be assigned by the Foreman via seniority ranking.

(d) Employees may be permitted to work through peace and lunch breaks at the discretion of their supervisor and/or foreman.

ARTICLE XII — SENIORITY
In the matter of layoffs and rehiring, the principle of the 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.

Seniority shall terminate if an employee quits or retires, is discharged for just cause, if an employee is absent for three consecutive days without justifiable reason.

ARTICLE XIII — DEATH LEAVE
In the case of death in the immediate family (mother, father, brother, sister, grandparent, mother or father-in-law, brother or sister-in-law, or any step children) death leave will be provided from the time of death until day after funeral at which time the worker will return to work.

In the case of death for a distant relative such as a cousin, niece, or nephew, etc. day of the funeral will be allowed.

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 — 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 supervisors. 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 ten (10) working days (excluding Saturday, 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 ten (10) days (excluding Saturday, Sundays and Holidays) of receipt of the written grievance.

**STEP 3** If the issue cannot be settled at Step 2, the issue will be submitted to the Pennsylvania Bureau of Mediation for consideration of grievance mediation hearing.

**STEP 4** If the issue cannot be settled at Step 3, the issue will be submitted to the Pennsylvania Bureau of Mediation for consideration of arbitration. 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 ten (10) days of such notice, the party desiring arbitration shall refer the matter to the Pennsylvania Bureau of Mediation for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the Pennsylvania Bureau of Mediation.

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 XVI — GENERAL PROVISIONS

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

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

Section 3 Any benefits now being received by the employees shall not be jeopardized by signing this contract.

Section 4 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 5  A day sheet will be posted daily on the bulletin board within the Highway garage, and an overtime sheet will be posted on said bulletin board in the Highway garage within forty-eight (48) hours after call out.

Section 6  Daily job assignments will be based on seniority and classification on a daily basis pursuant to Section 7 as stated below.

Section 7  Any employee who wishes to operate a piece of equipment must have received sufficient training and exhibited a capability to operate the equipment safely. In order to gain competency, training will be made available after work hours, with the training to be provided by a senior employee who is competent on the piece of equipment and who is willing to provide the training. The trainer will be compensated in accordance with the provisions of this contract.

The individual receiving training will not be compensated for the training time. The individual trained will not be allowed to operate the piece of equipment on the job until such time that the trainer has certified that individual's capability, which certification is subject to the review and approval of the Public Works supervisor/foreman. Such approval shall not be unreasonably withheld. Any decision by the Public Works supervisor/foreman under the provisions of this Article and Section shall be subject to the grievance procedure. The City shall bear the burden of proof in such grievance procedure in showing that the employee lacked the capability to operate the equipment/machinery in question.

Section 8  The City will furnish protective clothing and equipment as needed and as determined by the Highway foreman, the clothing to be furnished includes: gloves, overalls, raingear (hat, coat, and pants), rubber boots, hard hats, and safety glasses. Employees shall be reimbursed up to a maximum of $450.00 for each year of the contract towards the purchase of work clothes and work boots subject to verification and presentation of actual receipts for merchandise purchased. Work clothes include T-shirts, sweatshirts, hoods, a winter jacket and jeans.
Section 9 Where all Union personnel are engaged in operating equipment and the health, safety and welfare of City residents may be jeopardized, only then nonunion personnel may be permitted to operate equipment.

Section 10 Bargaining unit work shall not be performed by any other City employees, including during periods of layoffs.

Section 11 Supervisor/Foreman shall not perform bargaining unit work except in cases of emergency or other exceptional circumstance. Exceptional circumstance shall not be created because of a layoff.

Section 12 DPW shall employ a minimum 2-man crew for safety purposes while performing the following duties:

- Posting barricades and signs
- Inlet top and inlet cleaning; inlet repair
- Cold patching
- Installing street signs
- Replacing or repairing street lights
- Use of bucket truck for any purpose
- Pump Station work excluding daily inspection

Section 13 The City of Hazleton "Employee Uniform Policy" updated February 2013 is incorporated into this contract and made a part hereof. All bargaining unit members shall comply with the policy.

Section 14 At no time shall the number of skilled laborers be double (or twice) the number of truck drivers.

Section 15 For safety, the City foreman will endeavor to staff the paver with eight employees except when unforeseen emergency circumstances result in the necessity to operate the paver with a crew of less than eight workers. In no circumstance will the paver be operated with a crew of less than six Union employees.
ARTICLE XVII 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 or transfer is vested exclusively with the City, subject to the provisions of this contract.

The right to promote or relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively with the City, subject only to seniority rules, grievance procedures and the provisions of this contract.

ARTICLE XVIII VACANCIES

Where vacancies or newly created jobs occur, a notice will be posted on the bulletin board in the department. All notices advertising vacancies will be posted within 30 days of said vacancy and remain posted for a period of five (5) working days. Any employee may bid for the job opening and the job will be awarded to the most senior employee who possesses the requisite skills and qualifications as determined by the employee's supervisor or foreman, and the City Administration. When an employee has been awarded a job, he cannot withdraw his bid and will be transferred to his/her new job assignment as soon as practical, but not to exceed sixty (60) days.

In the event a posted position is not filled within the Public Works Department, the Administration may at its discretion, hire from outside the Department.

The positions of Skilled Labor and Traffic Technician are not subject to internal posting, however, if ever posted, the procedure described above shall prevail.
ARTICLE XIX—OVERTIME

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 eight (8) hours either in a 24-hour period or shift. Holiday pay shall be time and one-half (1 1/2) plus payment for the holiday itself except double time pay shall be paid if worked on the following winter holidays:

Double plus shift-plus payment for the holiday itself:

Thanksgiving Day
Christmas Day
New Year's
Day Easter
Sunday

ARTICLE XX—WAGES

(a) All bargaining unit members shall receive the following wages and/or wage increases during the term of this contract.

☐ January 1, 2017 — All bargaining unit members will receive a one dollar (1.00) per hour increase.

☐ January 1, 2018 — All bargaining unit members will receive a seventy-five cent (0.75) per hour increase.

☐ January 1, 2019 - All bargaining unit members will receive a fifty cent (.50) per hour increase.

☐ January 1, 2020 - All bargaining unit members will receive a seventy-five cent (0.75) per hour increase.

January 1, 2021 - All bargaining unit members will receive a fifty cent (0.50) per hour increase.

(b) Any employee that is "called out" shall be compensated for a minimum of three (3) hours.

(c) Mechanics that use their own tools shall be compensated up to
maximum of $350.00 for each year of the contract period towards the purchase of those tools subject to verification and presentation of actual receipts for merchandise purchased.

(d) Starting wage rate for Skilled Laborer Classification shall be $2.50 below established starting rate (established rate) schedule. This rate shall remain intact for a period of one (1) year from the date of hire at which time starting rate shall be increased at an increment of $0.50 (fifty cents) plus contract raise until such time the wage rate equals the current established rate of the Skilled Laborer Classification.

(e) Acting Rank: An employee temporarily assigned to a higher job classification shall receive the higher rate of pay beginning with the first day, provided the employee assumes the principal duties of the higher rated job. Job assignment shall not be made to avoid the intent of this article. Any employee temporarily assigned to a lower rated classification shall maintain his/her rate and shall not be paid the lower rate of the position.

(f) If any member of SEIU, 32 BJ requests a paystub listing deductions or a W-2 in paper form, the City of Hazleton will provide same to said member in paper form. If SEIU, 32BJ proves that the City of Hazleton did not timely directly deposit a member’s pay into the member’s financial institution and a member is charged fees as a result, the City will reimburse said fees to that member, provided those fees are documented as well as documented to be a result of the City’s late direct deposit.

**ARTICLE XXI — COMMERCIAL DRIVERS LICENSE**

The City agrees to reimburse all employees covered by this Agreement for the differences between the cost of the regular driver’s license and the commercial driver's license. Such payment shall be made to the employees upon proof that a valid commercial driver's license has been obtained and the actual cost thereof. Employees must have a valid driver’s license and obtain a CDL within six months of hiring. Current employees hired prior to 1/1/13 will not be subject to new requirements.
ARTICLE XXII — PART-TIME EMPLOYEES

1. Part time employees are intended to supplement full time schedules and not intended to diminish the employment opportunities, including overtime, of current and future full time employees.

2. Part time employees can only be scheduled during the hours of a regular shift, when full time employees are also scheduled.

3. Part time employees cannot be utilized when full time employees are on lay-off.

4. Part time employees can only be regularly scheduled for 28 hours per week within their shift.

5. Before part time employees are offered additional days of work, outside of their regular schedule, all full time employees shall be offered overtime work.

6. In addition to the limitations on part time employees described above, the number of part time employees on any shift shall be limited to 15% of the total number of full time employees on that same shift. For example, if there are 18 full time employees, the total number of part time employees shall be limited to 3.

7. Part time employees shall receive the same breaks and be paid in the same fashion as paid breaks for full time employees. Lunch breaks for part time employees shall not be paid.

8. Any part time employee who works an average of 30 hours a week for 16 weeks in a 26 week period shall be offered a full time job.

9. Part time employees shall have a separate seniority list for the purposes of assigning work. Work shall be offered to full time employees in order of seniority by classification before being offered or assigned to part time employees, except that part time employees may be assigned to do park maintenance before full time employees. Park maintenance includes mowing, mulching, repairing swings and playground equipment and garbage collection.

10. A part time employee who converts to a full time employee shall retain their original date of hire for all seniority purposes under the contract.

11. If there is a disagreement between the Union and the Employer over the issue of whether part time employees have diminished the employment opportunities the parties shall meet to resolve the dispute. If they cannot, the dispute and appropriate remedies shall be subject to arbitration.

12. Part time employees shall be admitted to the bargaining unit after 180 days and full time employees will be admitted to the bargaining unit after 90 days. The Union shall be provided with a letter with the details of the offer of employment when a part time employee is hired.

13. Any current part time employees who have employed by the City for 90 days or more shall be admitted to the bargaining unit 30 days after the signing of this agreement. It is agreed that two full time bargaining unit positions will be offered to the two current part time employees and they will be offered those positions beginning 4/1/17. These positions will not displace any current full time positions.
14. This agreement does not apply to part time employees employed for snow plowing unless that employee does other bargaining unit work throughout the year.

15. Part time employees hired to do park maintenance shall be paid $12.00 per hour.

 ARTICLE XXIII - TERMINATION, REMOVAL, AND MODIFICATION

Section 1 The City agrees that all provisions of this Agreement shall be effective on and after January 1, 2017.

This Agreement shall take effect as of January 1, 2017 and will remain in full force and effect until December 31, 2021. One hundred twenty (120) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification, and or a new Agreement.
In the event that the City contemplates any lay-offs in the future, the City shall first notify SEIU Local 473 in writing at least 2 weeks in advance and promptly meet with the appointed representatives from the bargaining unit to discuss alternative possibilities and lay-offs. The City shall exercise good faith in meeting and discussing the issues with the bargaining unit representatives in order to maintain a level of positive union-management relations.

In the instance of a lay-off, Union seniority shall prevail except as noted below:

(a) All union personnel as individuals will have the option to volunteer to accept a temporary lay-off;

(b) Voluntary temporary lay-offs will be for a specific length of time to be proposed by the Administration and accepted by the employee or employees.

(c) All rights and privileges provided by this contract agreement shall remain in full force should an employee accept a voluntary lay-off. If an employee accepts a voluntary lay-off, it shall not jeopardize or in any way alter his seniority standing in the union.

Section 2 Upon receipt of notice to negotiate, both parties must immediately enter into collective bargaining, for the purpose of arriving at a just settlement of all issues within ten (10) days. Notice must be by certified mail, with return receipt requested.
IN WITNESS WHEREOF, the parties have, their duly authorized representative, signed and sealed this Agreement on the --th day of January 2017.

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 473 32BJ

BY:   

_________________________   ____________________________

_________________________   ____________________________

_________________________   ____________________________

_________________________   ____________________________

FOR THE CITY OF HAZLETON

_________________________   ____________________________

MAYOR                             CITY ADMINISTRATOR
EXHIBIT "A"

GROUP SYSTEM BREAKDOWN OF WAGES EFFECTIVE JANUARY 1, 2017

TRUCK DRIVERS $22.19
MECHANICS $23.00
HEAD MECHANIC $24.30
TRAFFIC TECHNICIAN UTILITY MAN $23.37
CIVIL ENGINEER (TECH) $28.17
ENGINEER ASSISTANT/AIDE $27.40
SKILLED LABORERS $21.78
EQUIPMENT OPERATORS $22.29
TIMEKEEPER $18.65
PUBLIC WORKS INSPECTOR $24.82

Skilled Laborer — All employees in the laborer and skilled laborer position will be combined into one classification "skilled laborer." The base rate for all these employees will now be the skilled laborer rate. This clause is not intended to limit or impinge up on the City's management rights set forth in the contract.

Foreman — Any person of the Union that is promoted to the position of assistant foreman will retain his or her seniority date of hire for the purpose of bumping back into the Union in the event that they are demoted or laid off.

INCENTIVE AWARD — The City agrees to set aside a fund of $1,000.00 from which the City will pay an incentive award the amount of which will be at the City's discretion for suggestions made to the City which either increase productivity and/or save the City and its taxpayers funds, without a corresponding increase of expenditures to the City. The City agrees to meet and discuss with the Union on the manner in which this policy or program should be implemented.

ZIPPER CLAUSE — It is acknowledged that during negotiations, which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands from proposals with respect to all proper subjects of collective bargaining. Therefore, for the
life of this Agreement, the Union agrees that the City should not be obligated to
bargain collectively with respect to any subject or matter not specifically referred to
or covered in this Agreement.

CONTINUATION OF ALL PRESENT BENEFITS:

All present provisions of this Agreement of the City of Hazleton and the Service
Employees International Union, Local No. 364, dated February 27, 1987, April 8, 1988,
October 11, 1992 and January 1, 1996, December 31, 1999, are incorporated herein by
reference. However, all portions of those Agreements inconsistent with the Agreement
set forth herewith are deleted, and the present language supersedes the former.

IN WITNESS WHEREOF, the parties hereto have set their hands and
seals the day and year first above written.