

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF SCRANTON  
CLERICAL WORKERS**

**AND**

**LOCAL LODGE No. 2462**

**AFFILIATED WITH DISTRICT 1  
OF THE  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO**

**EFFECTIVE TERM:**

**JANUARY 1, 2016 TO DECEMBER 31, 2020**

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## AGREEMENT

This Agreement by and between THE CITY OF SCRANTON, Lackawanna County, Pennsylvania, hereinafter referred to as "City" and LODGE NO. 2462, AFFILIATED WITH DISTRICT I OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, of the City of Scranton, Lackawanna County, Pennsylvania, hereinafter referred to as "Union"

### WITNESSETH THAT:

**WHEREAS**, by virtue of a stipulated agreement entered into by passage of Council February 3, 1971, it was acknowledged that District 1 of the International Association of Machinists and Aerospace Workers represents a majority of the Employees directly under the supervision of the City of Scranton, Pennsylvania, and that the City will bargain collectively with Lodge 2462, affiliated with District 1 of the International Association of Machinists and Aerospace Workers, within a bargaining unit which was defined as Employees under the supervision of the City of Scranton; and

**WHEREAS**, representatives of the respective parties hereto have by negotiations attempted to establish areas fully and exclusively within the control and administration of the City where agreement may be executed concerning their respective interests; and

**WHEREAS**, it is the intent and purpose of the respective representatives to reduce to writing the specific areas where agreement has been reached and to define the policies and procedures to be followed within these areas.

**NOW THEREFORE, IT IS MUTUALLY AGREED** by and between the parties as follows:

### ARTICLE I BARGAINING UNIT

**Section 1:** The Bargaining Unit covered by this Agreement shall include all nonprofessional Employees employed by the City, excluding those listed below and including, but not limited to Employees performing work in the classifications of Administrative Assistant I, Administrative Assistant II, Administrative Assistant III, Secretary to City Clerk, Clerks, Chief Clerks, Steno-Clerks, Assistant City Clerk, Auditors, Payroll Clerks, Stenographers, Repairmen, Electrical Inspectors, Animal Control Officers, Sealer of Weights & Measures, Survey-Party Chiefs, Transit Men, Pave Cut Inspectors, HVA C Inspector, Plumbing Inspector, Enforcer of Licenses, Compliance Officer, Bookkeeper/Cashier, Janitors, Mechanics, Housing Inspectors, Food Inspectors, Maintenance Man, Paralegals, Internal Auditor/Investigator Controller), Records Custodian Controller), Assistant Bookkeeper, Accounts Receivable Clerk, Assistant Accounts Payable Clerk, Assistant Payroll Clerk, Building Inspector, Rental Registration Assistant, Rental Registration Housing Inspector, **Cashier/Admin., Asst./Permits Clerk**, Financial Analyst B.A Office), Financial Analyst (OECD), Evidence Room Technician, Criminal Information Specialist,

SIT Clerks, and Grant Writer.

The Bargaining Unit shall exclude all managerial Employees, supervisory Employees, confidential Employees and guards within the meaning of the Act including the Deputy Controller/Administration, Department Directors, all Elected Officials and City Clerk, the Deputy Controller/Auditor, the Administrative Secretary to the City Controller, Solicitor to the Controller, Program Monitor Controller), Performance Auditor Controller), Confidential Secretary to the Director of Personnel formerly Secretary to the Civil Service Commission), Secretary to the City Solicitor formerly Senior Stenographer), the Deputy Treasurer, the License and Tax Coordinator, the Assistant Solicitors, the City Engineer, Data Base Manager, the Assistant City Engineer, the Employees of the Bureau of Model Cities; the Civil Service Commission Members, the Single Tax Office Employees, Secretary to the Pension Fund, the employees within the Bargaining Unit represented by Fraternal Order of Police, the employees within the Bargaining Unit represented by the International Association of Firefighters, the employees within the Bargaining Unit represented by Lodge 2305 of the International Association of Machinists and those individuals excluded from the Bargaining Unit represented by the Fraternal Order of Police, International Association of Firefighters and Local Lodge 2305 of the IAM & AW, Also excluded from the Bargaining Unit are all part-time Employees whose employment by the employer shall be for less than 120 days in the contract year and, except as provided herein, all Employees who are employed and paid under Federal or State subsidized programs. In addition, the following positions will also be excluded from the bargaining unit: Zoning Officer, Enterprise Zone Coordinator, Real Estate Coordinator/ Project Mgr, Program Manager, Asst. Flood Control Coordinator, Admin. Asst. / Office Mgr., Property Marketing D is. Specialist, Confidential Secretary to Dir. Of Public Safety, Program Monitor, Auditor.

**Section 2:** The parties agree that the job descriptions attached hereto shall serve as the job descriptions of the SIT Clerks that were employed by the City pursuant to its agreement with the Fraternal Order of Police. This agreement shall be considered to have been amended in order to accommodate the unique functions and requirements of these positions. The individuals who have been appointed by the City pursuant to the original postings shall be considered to have been validly appointed and in compliance with the seniority rights of the bargaining unit. The parties further agree that notwithstanding any other provision of this Agreement to the contrary, the SIT Clerks may be employed by the City on a three-shift/seven day basis, which shifts shall be assigned by seniority.

**Section 3:** The parties recognize and agree to abide by the intent of the provisions of the File of Council No. 17 of 1980 regarding the residency of a bargaining unit member.

**Section 4:** Employees of the Office of Economic Development who become Employees within the Bargaining Unit as of January 1, 1994 shall have their seniority for all purposes of this Agreement to commence with their date of hire in regular full-time employment and their seniority on that basis shall be dovetailed into the existing seniority list.

## **ARTICLE II COVERAGE**

**Section 1:** It is the intent that any agreement entered into shall be binding upon the City and its agents, transferees, successors and assigns and all of the terms and obligations herein contained shall not be affected or changed in any respect by any change in the legal status, or management of the City.

## **ARTICLE III UNION SECURITY**

**Section 1:** Any Employee who is a member of the Union on the date of this agreement or who voluntarily chooses to become a member after that date, shall, as a condition of continued employment, maintain membership in the Union for the duration of this Agreement, provided, however, that such Employee may resign from membership in the Union by so notifying the Union and city in writing by certified mail during the period of fifteen (15) days prior to the expiration of this Agreement.

**Section 2:** Employees who choose not to join the Union shall be required, as a condition of employment, to pay to the Union a fair share fee equivalent to the regular membership dues required of members and assessments, less the cost for the previous fiscal year of the Union's activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive representative.

**Section 3:** The City will within three (3) working days after receipt of notice from the Union, discharge any Employee who is not in good standing in the Union as required by preceding paragraph.

## **ARTICLE IV CHECK-OFF**

**Section 1:** Upon receipt of a signed authorization of the Employee involved, the City 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:** Deductions shall be made on account of initiation fees from the first pay of the Employee after receipt of the authorization. Deductions shall be made on account of Union Dues from the first paycheck of the Employee after receipt of the authorization and monthly thereafter from the first pay of the Employee in 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 City shall furnish the Financial Secretary of the Union, monthly, with a record of those for whom deductions have been made and the amounts of the deductions.

**Section 4:** Contributions or gifts to Local Lodge 2462 International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

**Section 5:** The parties agree that check-off authorization shall be in the following form:

NAME                      CLOCK NO.

DEPT. NO.      DATE

I hereby authorize and direct to deduct from my earned pay, beginning with the current month, initiation and reinstatement fees and my regular monthly Union Dues, on account of membership dues in Lodge No. 2462, International Association of Machinists & Aerospace Workers.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one 1) year from this date, or up to the termination date of the current collective bargaining agreement between the \_\_\_\_\_ and Lodge No. 2462 of the International Association of Machinists and Aerospace Workers, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen 15) days prior to any irrevocable period hereof. Such revocation shall be affected by written notice, sent by Registered Mail, Return Receipt Requested, to the City and the Union within such fifteen 15) day period.

Signature

## **ARTICLE V DISCRIMINATION**

**Section 1:** The City will not interfere with, restrain or coerce the Employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The City will not discriminate in respect to hire, tenure of employment or any terms or condition of employment against any Employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt so discourage membership in the Union or attempt so encourage membership in another Union.

**Section 2:** The City and the Union neither shall nor discriminate against any Employee because of race, color, sex, religion, sexual orientation or national origin.

## **ARTICLE VI HOURS OF WORK**

**Section 1:** The normal workweek shall be 40 hours per week. The normal workday shall be 8:00 A.M. to 4:30 P.M., with a one-hour lunch, one-half of which is non-paid and 4:30 P.M. to 12:00 P.M. with a half an hour lunch intervening.

**Section 2:** Two options for flex schedule may be offered to active employees at the time of ratification of this Agreement; 8:00 A.M. to 4:00 P.M. with one-half hour lunch or 8:30 A.M. to 4:30 P.M. with one-half hour lunch. A Flex Time Committee comprised of the Department Head and all Clerical Union members within the respective Department shall be formed for the purpose of determining, by mutual agreement, the conditions under which the hours of Employees within each. Department, or subdivision thereof, might be adjusted to better service the needs of the public while, at the same time, accommodating the needs of the affected Employees. All alternative schedules must be executed in writing with one copy being retained in the Human Resource Department.

Employees active at the time of ratification of this agreement may elect to retain the 35 hours per week schedule. Whereby maintaining the current workday of 8:30 A.M. to 4:00 P.M. with one-hour lunch, one-half of which is non-paid. The employee may choose to opt out of this election whereby increasing to 40 hours per week. This election is a one-time option only valid to current employees. Also this election must be executed in writing and signed by the employee; send to the Human Resource Department no later than June 15, 2008.

**Section 3:** Five (5) days, Monday through Friday, shall constitute a workweek.

**Section 4:** The actual number of shifts and the starting time and actual hours of work on each shift shall bear provided by the provisions of this Article and the City shall put no change of schedule into effect without prior agreement.



**Section 5:** If it becomes necessary for a third shift operation the City and the Union shall by mutual agreement decide on the starting and ending of shifts during the three (3) shift operation.

**Section 6:** Members of the bargaining unit shall be required to clock their time in or out of work by the use of a mechanical or electronic time keeping device.

## **ARTICLE VII OVERTIME**

**Section 1:** Each permanent employee shall be paid at the rate of 1-½ times the basic hourly rate applicable to the position which the employee is normally assigned for all work performed in excess of forty hours in any work week. Any employee whose regular work shift hours includes Sunday or holiday hours shall be excluded from the 2 times basic hourly rate provision.

**Section 2:** Compensatory time of in-lieu-of overtime pay shall not exceed 8 hours of straight time 12 hours of compensatory time for non-exempt employees) in any pay period. Any time worked beyond this level will result in overtime pay. Employees must have advance written approval (24 hours) from the immediate supervisor in order to use compensatory time. Compensatory time may not be carried over into the next year.

**Section 3:** Employees who work in excess of their scheduled hours on any days and/or week shall not be laid off during their regular scheduled working hours as a result of having worked said hours.

**Section 4:** Employees will not be required to work overtime. Overtime shall be on a voluntary basis.

**Section 5:** Employees required to work on Sundays and holidays will be given double the amount of time off as Compensatory time, except employees whose regular work shift hours include Sundays or holidays and who shall be excluded from the two (2) times basic hourly rate provision.

## **ARTICLE VIII WAGES AND CLASSIFICATIONS**

**Section 1:** The Wage Standardization Scales/ Grades shall be added to the Contract as Exhibit A, with the understanding that the said Wages and Classifications shall be increased as follows:

A. The base wage rate within this bargaining unit shall be increased as follows for all hours worked after the effective date:

**January 1, 2016- 0.00%**

**January 1, 2017- 0.00%**

**January 1, 2018- \$750.00 Bonus (Bonus will be payable by separate check on or before the second 2<sup>ND</sup>) Pay of January 2018.)**

**January 1, 2019 -2.5% Split-1.25% 1/1/2019 & 1.25% 7/01/2019)**

**January 1, 2020 -2.5% Split-1.25% 1/1/2020 & 1.25% 7/01/2020)**

**Section 2:** All Employees covered by this Agreement shall be classified into specific jobs within thirty-one (31) days of the start of their employment with the City based upon the work they; regularly perform.

**Section 3:** Job Description – The City shall have the right to re-evaluate and modify job descriptions and job titles for all employees of Local lodge2462. The City shall have the ability to conduct desk audits in order to determine the true functions of the employee. Job Descriptions shall include an enumeration of appropriate knowledge, experience, and qualifications in order for an employee to be eligible for hire or promotion. The union will have input in this process.

**ARTICLE IX  
NEW EMPLOYEES**

**Section 1:** Probation Period -- All new Employees engaged by the City shall be deemed on a **probation period** for the first forty-five (45) days, **with a potential fifteen (15) day extension when requested in writing to the Union.** All such Employees may be dismissed during said trial period without cause. After the said trial period, all new Employees shall become regular Employees.

**ARTICLE X  
EMPLOYEE CERTIFICATION**

**Section 1:** Only the following Bargaining Unit positions and the certifications listed thereafter shall be covered by the requirements of this Article:

- (A) Building Inspector - Certified Building Code Official, State Mandated
- (B) Plumbing Inspector -- Certified Plumbing Code Official, State Mandated
- (C) Mechanical Inspector-Certified Mechanical Code Official, State Mandated
- (D) Electrical Inspector - Certified Electrical Code Official, State Mandated
- (E) Health Inspector - Pennsylvania Department of Health and/or Sanitation certification
- (F) Housing Inspector

**Section 2:** Pursuant to the conditions and limitations as more fully set forth hereinafter, all Employees currently within or subsequently awarded the above-listed positions shall be required as a condition of continued employment in that position to obtain and thereafter possess the listed certifications.

**Section 3:** A current Employee who possesses classification (E) set forth above and an employee whose job requisite changes to include a necessary certification would be required to obtain the stated certification under the following conditions:

(A) The City shall provide the Employee, free of any charges, with all study materials that are reasonably necessary to complete the examination process.

(B) To the extent that a school or formal course of study exists to assist the Employee in successfully completing the examination, the City shall make necessary arrangements with that school to permit the attendance of the Employee. The City shall prepay all fees and expenses for such attendance and, if the school is not located in the City, shall advance reasonable living expenses to the Employee to permit such attendance on City paid time.

(C) With making reasonable allowance for the Employee's performance of his/her normal duties, the City shall permit and encourage the Employee to study examination-related materials during the course of the workday.

(D) The Employee shall be permitted to fail the examination at least once with no effect on his position. If the Employee should fail the examination a second time and in the absence of substantial extenuating circumstances, he/she shall be considered to have been laid off from the position and shall then be entitled to exercise his rights under this Agreement.

**Section 4:** A current employee whose job requisite changes to include the necessary certification pursuant to classification (F) is required to obtain the stated certification under the following conditions:

**(A) Current Employees hired prior to January 1, 2017 whose positions will require Certification under this agreement must successfully pass the certification test within eighteen (18) months to become certified and if they cannot obtain the certification, they will have the ability to bump. The City must provide existing Housing Inspectors with materials, study guides, and information about the location, timing, and details of the test within ninety (90) days of ratification of this contract.**

**(B) New Employees hired on or after January 1, 2017 shall be required to successfully complete the certification process in a period of two (2) months in the absence of extenuating circumstances. Extenuating circumstances include a lack of availability of study materials, a lack of availability of study courses, a lack of availability of the examination itself, the timeliness of the City's compliance with its obligations under this Article, and the Employee's performance of other work-related obligations. The Employee shall be permitted to fail the examination at least once with no effect on his position. If the Employee should fail the examination a second time, he/she shall be considered to have been terminated if their probation**

**period has not expired, or if their probation period has expired, they will be laid off.**

**Section 5:** When the above-listed positions become vacant by reason of the departure of the current incumbents within those positions, the positions shall be posted for bid in accordance with the terms and conditions of this Agreement. Successful bidders for those positions need not possess the certifications at time of bid, but shall be required to obtain them as a condition of continued service in those positions. Except that the Employee must pass the certification requirements on the first attempt, the conditions set forth above in Section 3 shall apply to the successful bidder.

## **ARTICLE XI HOLIDAYS**

**Section 1:** All Employers covered by an Agreement shall receive holiday pay for each of the following designated holidays not worked:

New Year's Day	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	General Election Day
Primary Election Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	2) Personal Holidays
Martin Luther King's Birthday	

**Section 2:** If a holiday falls within an Employee's vacation period, such holiday shall be considered a holiday.

**Section 3:** Any holiday which falls on Saturday shall be observed on the preceding Friday.

**Section 4:** Any holiday which falls on a Sunday shall be observed on the following Monday.

**Section 5:** Employees will not be entitled to carry over holiday time. Employees will not be entitled for payment for any holiday, which occurs after an employee resigns, is terminated, or is laid off.

## **ARTICLE XII VACATIONS**

**Section 1:** Employees covered by this Agreement shall receive vacation with pay under the terms and conditions set forth hereinafter. Annual vacation shall be scheduled and used during the year for which it is earned. If, due to operational reasons, emergencies, and/or scheduling difficulties, leave cannot be used within this time period, said leave may be carried forward into the next calendar year for a period of three months. Carry over leave not used within the first three (3) months of the subsequent year shall be lost. The City shall have the right to determine that

vacation time is evenly distributed throughout the year, so that the department is staffed sufficiently.

**Section 2:** The vacation period shall be between January 1st and December 31st of each year.

**Section 3:** An Employee on the payroll of the City who shall have attained the seniority status specified in the following table during the vacation period shall be entitled to the corresponding vacation with pay:

- 1-week vacation after 1 year of service
- 2 weeks vacation after 2 years of service
- 3 weeks vacation after 5 years of service
- 4 weeks vacation after 12 years of service
- 5 weeks vacation after 18 years of service

An Employee who had or would have earned a fifth week of vacation after eighteen years of service on or before December 31, 1994 shall continue to be entitled to that 5<sup>th</sup> week of vacation.

**Section 4:** Vacations will be granted by the City subject to the City's responsibility to maintain efficient operation. If work requirements make it necessary to limit the number of Employees on vacation at the same time, the City will give due regard to the Employee to maintain efficient operation, if work requirements make it necessary to limit the number of Employees on vacation at the same time, the City will give due regard to the Employee with the greatest seniority in his/her choice of vacation. However, the City shall determine scheduling of vacation. Once it has been determined between the City and the Employee when vacation time shall be taken by that Employee, the Employee shall submit any request for change in his/her vacation schedule in writing to his/her department director, not less than two weeks before the contemplated change in the Employee's vacation schedule. Any change in vacations shall be subject to approval of the Department Director. No more than five (5) consecutive days and no less than a half-day (5) of leave will be allowed without prior approval from the Department Director.

**Section 5:** An employee shall only be entitled to vacation pay, at the time an employee resigns, is terminated, or is laid off, if the employee is currently on the active payroll *for hours worked*, not for personal or holiday pay. An employee shall not be entitled to more than 52 weeks of pay per year as a result of duplication of paid leave and accrual of paid leave.

**Section 6:** Vacations must be taken in the year in which they are granted.

**Section 7:** The Employees shall receive their vacation pay on the last regular payday preceding the Employee's vacation.

**Section 8:** In the case of deceased Employee, his entitlement to vacation pay shall be considered as part of his regular pay and paid according to state law.

## ARTICLE XIII

## **EDUCATIONAL PAY**

**Section 1:** Effective January 1, 2009; each employee who has completed, or will complete, the requirements for an Associate Degree (60 college credits) from an accredited institution shall receive an additional one percent of their regular base pay earned for that year.

**Section 2:** Effective January 1, 2009; each employee who has been awarded, or will be awarded, the requirements for a Bachelors Degree from an accredited institution shall receive an additional two percent of their regular base pay earned for that year.

**Section 3:** Effective January 1, 2009; each employee who has been awarded, or will be awarded, the requirements for a Masters Degree from an accredited institution shall receive an additional three percent of their regular base pay earned for that year.

## **ARTICLE XIV BULLETIN BOARDS**

**Section 1:** The City agrees to provide the Union with bulletin boards for the purpose of disseminating Union information to the Employees.

**Section 2:** Union notices shall be officially signed.

## **ARTICLE XV SAFETY**

**Section 1:** The City will maintain First Aid facilities for the Employees and provide First Aid instruction, so that people qualified will be available during working hours.

**Section 2:** The City shall furnish and maintain safe and healthful sanitary conditions including clean and adequate washing facilities, toilets, soap and towels or hand dryers in accordance with public health laws and regulations.

**Section 3:** The City agrees to abide by all State and Federal laws regarding the safety and comfort and sanitary conditions for its Employees.

**Section 4:** The City and Union shall, when warranted, meet for the purpose of discussing and taking action on matters of safety and health.

**Section 5:** The City agrees to provide separate lounges for men and women furnished with a cot or couch, chairs and table to be used for rest during sickness and for eating during lunchtime.

**Section 6:** In order to promote safe working condition within the Departments, the City and the Union mutually agree to set-up a joint safety committee to regularly discuss safety problems and recommend corrective action. The Committee shall be composed of three (3) City representatives and three (3) Union members. This Committee shall meet once a month and more often if necessary.

**Section 7:** It is the City's expressed intent to provide safe working conditions and to comply with Federal, State and Municipal Regulations.

## **ARTICLE XVI DEATH IN FAMILY**

**Section 1:** In the case of the death of a member of the immediate family of an employee, the Employer, will protect such employee against loss of his wages on his regular job for up to four **(4) scheduled work days lost because of such death, during the period beginning with the date of death and ending three (3) working days after the date of burial.** Immediate family shall be defined as: wife, husband, child, step-child, mother, father, step-mother, step-father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, **step-mother-in-law, step-father-in-law,** brother-in-law and sister-in-law, aunt and uncle.

## **ARTICLE XVII ALTERATION OF AGREEMENT**

**Section 1:** No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any Employee or group of Employees with the City and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

**Section 2:** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**Section 3:** Any provision or clause in any collective bargaining agreement which protects past practice or any rights which are not specifically set forth in the collective bargaining agreement shall be eliminated. The parties agree that this agreement succeeds customs or past practices, which may be in conflict with any term or condition of this agreement.

## **ARTICLE XVIII UNION REPRESENTATION AND STEWARDS**

**Section 1:** The City recognizes and will deal with all the accredited representatives of the LAM. & A.W., the Shop Committee, the Local President and all area stewards. A written list of the Shop Committee members and stewards will be furnished to the City immediately after their designation and the Union shall notify the City promptly of any change in Shop Committee members or Stewards.

**Section 2:** Shop Committee members and Stewards shall continue to work at their assigned jobs at all times except when they leave work with notification to their Dept. Head to investigate or handle grievances and they shall be paid at their regular hourly rate of pay in the handling of grievances. Upon return to their workstation, they shall repose to their workstation, they shall report to their immediate supervisor again. The City agrees that a certain amount of freedom of

movement is required by representatives of the Union in order to carry out their proper functions and it shall not hinder such movement.

## **ARTICLE XIX VISITATION**

**Section 1:** Accredited representatives of the Union shall have free access to the plant premises of the City during working hours on official union business.

## **ARTICLE XX GRIEVANCE PROCEDURE**

**Section 1:** For the purpose of this Agreement, the term Grievance means any misunderstanding, controversy or dispute between the City and the Union or between the city and any Employee concerning the effect, interpretation, application, and claim of breach or violation of this Agreement.

**Section 2:** Any such grievance shall be settled in accordance with the following grievance procedure:

- (A) The dispute or grievance shall be taken up by the Steward, the aggrieved Employee and the immediate supervisor of the department involved. The immediate supervisor of the department involved. The immediate supervisor shall render a decision by the close of the working day if handed in before noon, otherwise by noon of the following day.
- (B) All grievance procedures in collective bargaining agreements shall be amended to require that grievances be specific and in writing relative to their nature, the section of the contract involved, and the requested remedy. The union must submit all grievances in writing to the appropriate City Department Director. The grievance must be filed within a 7-day period following the first occurrence, which gave rise to the grievance. The City will have no duty to process or arbitrate any grievance, which does not comply with these requirements.
- (C) If no satisfactory settlement is reached, the Shop Committee shall call in the Business Representative and/or Grand Lodge Representative of the International Association of Machinists and Aerospace Workers and shall meet with the City Solicitor or the Controller; and whichever position is in appropriate control, and the Shop Committee.
- (D) In the event the grievance or dispute is settled, such settlement shall be reduced to writing and copies distributed to all persons involved. In the event the grievance or dispute is not settled in a manner satisfactory to the grieving party (Union or City), within five (5) days, the grieving party has the right and authority to submit such grievance or dispute to arbitration within 45 days in the manner hereafter provided.



**Section 3:** General grievances or disputes affecting the Employees in a Unit as a whole and discharge grievances maybe initiated by the Shop Committee directly at Step (B).

**Section 4:** While a grievance is being processed and until a final decision has been arrived at, the conditions and relationships existing at the time of the grievance shall remain unchanged.

**Section 5:** Either party to this Agreement shall be permitted to call Employee witnesses at each and every step of the grievance procedure. The City, on demand, will produce production, payroll and other records for the purpose of substantiating the contentions or claims of the parties, well in advance of the formal proceeding of the grievance procedure.

**Section 6:** The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein defined and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances mod disputes as herein defined, whether or not either party to the contract considers the same as a material breach of the contract or otherwise.

## **ARTICLE XXI MEDIATION AND ARBITRATION**

**Section 1:** I n the event that the parties shall have exhausted the procedure for the settlement of disputes as set forth in Article XIX and sections thereof; such grievances and disputes shall be referred to an arbitrator, who shall be selected and who shall conduct the proceedings pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

**Section 2:** Any expense in connection with the services of the Federal Mediation and Conciliation Service shall be borne and divided equally between the parties.

**Section 3:** The decision of the arbitrator shall be binding upon the parties hereto.

**Section 4:** In the event that any matter is submitted for arbitration under the provisions hereto, the arbitrator shall not have the right to impose upon the parties any obligation not expressly assumed by the parties under the provisions of this Agreement. Neither shall the arbitrator have the right to deprive the parties of any right expressly or impliedly reserved to them for their benefit hereunder.

**Section 5:** In each case submitted to the arbitrator for decision, the arbitrator must make written findings selling forth the reasons for his decisions or awards, and each case of dispute with respect to a wrongful discharge submitted to him, he shall make express written findings setting forth the cause or ground for discharge as found by him, without which findings as aforesaid the decisions and award of the arbitrator shall be null and void and of no force and effect.

**Section 6:** In the event that the Arbitrator shall determine that either party acted in bad faith with regard to the facts underlying the issues or with regard to the conduct of the proceedings the Arbitrator is empowered to assess all or a portion of the fees and expenses incurred in the

presentation of the case and reasonable attorneys' fees as an element of damage. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date of the violation and shall bear an interest rate from that date equal to the six (6) month United States treasury bill rate, adjusted for each calendar quarter that such remedy is payable, as was in effect from the date that the violation occurred to the date that payment is made.

## **ARTICLE XXII DISCIPLINE**

**Section 1:** No discipline shall be imposed upon an Employee except for just cause. Discipline shall be imposed upon Bargaining Unit Employees first in an effort to afford such Employees a reasonable opportunity to correct unacceptable behavior and then to punish those Employees for such behavior. In order to accomplish those purposes, the parties have agreed to the following rules and regulations that shall be adhered to by both parties. The failure of the City to adhere to such rules and to apply them in a consistent and nondiscriminatory manner shall invalidate any discipline purportedly issued pursuant to such rules.

**Section 2:** Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the City. Such conduct includes:

- (A) Reporting to work punctually as scheduled and being at the proper workstation, ready for work, at the assigned starting time.
- (B) When reasonably possible, giving proper advance notice whenever unable to work or report on time;
- (C) Complying with all posted City safety and security regulations;
- (D) Wearing clothing appropriate for the work being performed;
- (E) Eating meals only during meal periods and only in the designated eating areas;
- (F) Maintaining work place and work area for cleanliness and orderliness;
- (G) Treating the public and fellow Employees in a courteous manner;
- (H) Performing assigned tasks efficiently and in accord with mutually established quality standards; and
- (I) Wearing assigned safety equipment and abiding by posted safety rules and policies;
- (J) Except as otherwise permitted or required bylaw, maintaining the confidentiality of job-related information obtained as a result of performance on one's work assignments;

**Section 3.** The following conduct is prohibited and will subject the individual involved to disciplinary action, up to and including termination:

- (A) The reporting to work under the influence of alcoholic beverages and/or illegal drugs and narcotics or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on City premises;
- (B) The possession of fi rearms or other weapons on City property;
- (C) Direct and willful Insubordination by an Employee to follow lawful and proper management instructions concerning a job-related matter;

- (D) Except for self-defense, fighting or assault on a fellow Employee or customer;
- (E) Theft, willful destruction, willful defacement, or willful misuse of City property or of another Employee's property while on City time;
- (F) Gambling on City property;
- (G) Intentionally falsifying or altering any City record or report, such as an application for employment a medical report, a production record, a time record, and expense account, an absentee report, or shipping and receiving records;
- (H) Willfully and intentionally threatening or intimidating management, supervisors, security guards, or fellow workers with serious bodily harm
- (I) Unauthorized sleeping on the job;
- (J) Knowingly and willfully engaging in any form of specifically prescribed sexual harassment after the City on that issue provides training;
- (K) Improper disclosure of confidential information
- (L) Public profanity or abusive language

**Section 4.** The number of steps in Clerical union progressive discipline system shall be reduced from five steps to four as follows:

First Offence:	Verbal warning
Second Offence:	Written warning
Third Offence:	Suspension to be established by the Department Director
Fourth Offence:	Dismissal

(A) If an Employee is not meeting standards of behavior or performance, the Employee's supervisor should take the following action:

- (i) Meet with the Employee, and his/her Union representative so requested, to fully and frankly discuss the matter;
- (ii) Inform the Employee of the precise nature of the problem and the specific action necessary to correct it, and
- (iii) Prepare a memorandum for the Employee's official personnel file, a copy of which shall be provided to the Union, indicating that the meeting has taken place, the precise nature of the problem and the specific action necessary to correct it;

(B) If there is a second proven occurrence of the same course of conduct, the supervisor should hold another meeting with Employee and take the following action;

- (i) Issue a written reprimand to the Employee, with a copy being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the reprimand;
- (ii) Warn the Employer in writing, with a copy to the Union, that a third incident will result in more severe disciplinary action; and

- (iii) Prepare and forward to the Personnel Department and the Union a written report describing the first and second incidents and summarizing the action taken during the meeting with the Employee.

(C) If there are additional occurrences of the same type of misconduct, the supervisor should take the following action:

- (i) Issue a written reprimand or warning with a copy being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the reprimand; or
- (ii) Suspend the Employee without pay for one to five working days with a copy of the suspension being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the suspension.

(D) If there are additional occurrences of the same type of misconduct, the supervisor should take the following action:

- (i) Discharge the Employee, depending upon all of the circumstances surrounding the discharge, with a copy of the notice being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the discharge.

**Section 5.** In cases involving proven serious misconduct set forth in Section 3, the procedures contained above in Section 4 may be disregarded. Under such circumstances, the supervisor may suspend the Employee immediately and, if appropriate, recommend termination of the Employee provided that the following procedures are final satisfied:

- (A) Before any Employee is removed from payroll for alleged misconduct, a meeting shall be held with the Director of Personnel, the involved supervisor or supervisors, the affected Employee and the union representative,
- (B) Prior to that meeting the Employee shall be provided with a written statement setting forth with specificity the precise facts upon which the City was relying in proposing to suspend or terminate the Employee.
- (C) The Employee shall be given a reasonable opportunity to respond to the charges and, if necessary, to bring witnesses to the meeting to refute or explain the charges.

**Section 6.** An Employee's record shall be expunged of any disciplinary incidents if the Employee works twelve full months without further action being instituted under this policy.

## **ARTICLE XXIII STRIKE AND LOCKOUT**

**Section 1:** The Union agrees that for the duration of this Agreement it will not cause or sanction, either directly or indirectly through any agent, any strikes, slowdowns or stoppages of work. The City agrees that it will not seek to recover damages resulting from any such action which is neither authorized nor sanctioned by the International Association of Machinists or by Lodge No.

2462.

**Section 2:** The City agrees that for the duration of this Agreement it will not cause or sanction, either directly or indirectly through any agent, any lockouts.

**ARTICLE XXIV  
METHOD OF WAGE PAYMENT**

**Section 1:** The City will pay all Employees covered by this Agreement by check biweekly.

**ARTICLE XXV  
SENIORITY**

**Section 1:** The length of service of an Employee with the City shall determine the Seniority status of the Employee from the most recent hiring date.

**Section 2:** For purposes of Seniority in lay-offs, when it becomes necessary is layoff Employees in a Department, the least senior Employee in the Department affected by the layoff will be permitted to bump junior Employees in any other Department provided they have the ability and qualifications to perform the job. Employees will be notified two (2) weeks in advance of any layoff. **If based upon circumstances, it is not possible for the City to provide two (2) weeks' notice, the City shall provide as much notice as reasonably possible.**

(A) Laid off Employees shall be recalled before any new Employees are hired to fill vacancies.

**Section 3:** Termination of Seniority, an Employee's seniority and all rights provided in this Article shall cease if the Employee

(A) Voluntarily quits his job.

(B) Is discharged for just cause, cause sustained

(C) An Employee transferred to position outside of the bargaining unit prior to the effective date of this Agreement and Employees *who* may transfer after the effective date of this Agreement shall forfeit all of his seniority rights within the bargaining unit.

**Section 4:** The City agrees to prepare a Seniority List every six (6) months with copies for the Union. Copies of this list will also be posted on the Bulletin Boards. Oversights, typographical errors, etc., may be corrected by the City at anytime.

**Section 5:** All future job openings within the Department, which the City wishes to fill, shall be filled in accordance with the following rules.

(A) Notice of a vacancy in the Bargaining Unit or of any job created in the Bargaining Unit will be posted on the bulletin board in all City Departments for a period of **three (3)** working days. Such notice shall detail pertinent information as position to be filled including the number of such positions to be filled, department, section, shift, salary, description of job, qualifications, and the

effective date for filling the position. Any Employee in the bargaining unit may sign the posting.

(B) Any Employee bidding for more than one job, that Employee shall have the opportunity to qualify only for that job ranking highest in his/her preference. The qualified bidder with the highest seniority shall be selected to fill the job for a trial period of not less than five (5) working days. All transfers as a result of this trial period shall be temporary until satisfactory completion of a trial period.

(C) No Employee shall be awarded more than one bid in six (6) months. New Employees hired to fill a newly created position shall be restricted from bidding for a period of nine (9) months.

**(D) If the City determines a job opening has been created by a successful bid, which it desires to fill, that vacancy shall be bulletined and the procedure outlined herein shall be followed until one (1) posting has occurred. Any vacancies created after the one posting shall be filled by the selection of the Department Head in which the vacancy occurs.**

(E) If no acceptable bids are received or if no one qualifies to perform a posted job for which said bid has been made, the position shall be filled by the selection of the Department Head for the Department in which the vacancy exists.

(F) Job awarded on Posting and Bidding under this Article shall be filled in thirty (30) days.

**Section 6:** (A) **Temporary Postings:** There is no trial period! The employee that accepts a temporary position must remain in that position until the person who is on temporary leave returns. Then the temporary person goes BACK to the position they came from, NO bumping/bidding into a different position. If the Temporary position becomes a Permanent position the position goes up for bid.

**(B) Trial Periods For Permanent Positions: Trial period will be limited to three (3) working days inclusive of any time off (e.g. sick, personal, vacation and holidays) with the option to extend the trial period by mutual agreement.**

**Section 7:** This letter will serve as an agreement between the Union (Local Lodge 2462, District 1, IAM&AW) and the City Council of the City of Scranton of the following:

- a. In order to resolve the current appeal of City Council of the decision of the Arbitrator on the IAM&AW's Grievance regarding the positions of Executive Assistant and Confidential Secretary in the Office of City Council of the City of Scranton working in the Office of City Council of the City of Scranton are positions included within the CBA, the IAM&AW, City Council, and the City of Scranton agree as follows:

Effective January 1, 2013, these two positions are permanent positions within the bargaining unit covered by the CBA and will be considered a separate classification within the CBA. These positions will fall under the jurisdiction of City Council and City Clerk as defined in the Administrative Code, Article II Section 6-4 (C): "Appointments and removal of employees. City Council and the City Clerk will be responsible for the appointments and removal of employees under the jurisdiction of the Office of City Council/City Clerk."

- b. The positions of Executive Assistant and Confidential Secretary in the Office of City Council of the City of Scranton will be subject to all provisions of the CBA, including the just cause provision and the grievance and arbitration provision between the two parties with the exception of Article XXV (Seniority). It is further understood that whenever Management Rights is referred to in the CBA with reference to the separate classification Executive Assistant and Confidential Secretary in Office of Council of the City of Scranton), it will revert to the jurisdiction of City Council and City Clerk.
- c. The people who currently hold these positions will carry their Seniority for purposes of Vacation, Sick, Personal and Retirement benefit with that position.
- d. The pay scale of these positions in the Office of City Council of the City of Scranton will be defined as Executive Assistant at \$16.42 per hour, and Confidential Secretary at \$15.17 per hour.
- e. Both parties agree that if either party deems it necessary to discuss and define the duties of these positions in detail the other will do so in a reasonable amount of time after such request is made by either party.
- f. The provision of this agreement will commence January 1, 2013. This agreement between all identified parties is contingent upon the newly created two (2) Clerical Union positions as identified as Rental Registration Assistant/Housing Inspector and Financial Analyst-Department Business Administration, being added to the 2013 City of Scranton budget and as adopted by the Mayor and City Council.
- g. City Council agrees that it will withdraw its appeal to the Commonwealth Court (Case No. 1108 CD 2012) in writing to that Court by October 12, 2012.
- h. This agreement will be enforceable through the grievance and arbitration provisions of the CBA.

## **ARTICLE XXVI RECREATION FUND**

**Section 1:** The Employees' Recreation Fund Committee shall have the sole responsibility to administer the revenue derived from Vending machines located on the first, second, third and fourth floors of City Hall. The use of all revenues so derived shall be limited exclusively to the benefit of bargaining unit Employees. The Union shall indemnify and hold the City harmless against any and all claims, suits, Orders or Judgments brought or issued against the City as a result of any action taken or not taken by the Employees Recreation Fund Committee under the provision of this Article.

## **ARTICLE XXVII LEAVE OF ABSENCE**

**Section 1:** The City will comply with The Family Medical Leave Act (FMLA) of 1993, which provides up to 12 weeks of leave in a 12-month period with the guarantee of the same or an equivalent job upon return to work. If an employee does not meet the eligibility requirements for a family or medical leave, but needs time off because of a medical condition, the City may grant up to four weeks of unpaid leave, but job reinstatement is not guaranteed. Appropriate doctor certification must be provided along with a completed Family Medical Leave form in order to take a leave under FMLA

If the leave is for a serious medical condition, you must first use your accumulated sick leave, thereafter, or after a 14-day waiting period, you may be paid through the City's Short-Term Disability program, if eligible. If the leave is to care for a seriously ill family member, you will be paid any accrued vacation time, and then accrued sick time, and thereafter your leave would be without pay.

All sick leaves without pay will be designated as leave under the provisions of the FMLA.

**Section 2:** Leave of absence in excess of one (1) year for the reasons set forth in Section 1 shall be granted only with the consent of both parties to this Agreement.

**Section 3:** The City shall grant a maternity leave of twelve weeks of paid leave with benefits to any eligible bargaining unit member who so requests. The leave shall commence from the date that the bargaining unit member delivers her child.

## **ARTICLE XXVIII SICK LEAVE**

**Section 1:** All Employees shall be entitled to fourteen (14) days of sick leave each year.

Said Employees may be eligible for additional finite, time off if approved in writing by both the Department Director and the Business Administrator. Except in the Business Administration Department, the Business Administrator and the Mayor shall approve it in writing.

Employees may earn sick days only while on active pay status (i.e., when an employee is actually working and not on any form of leave -paid or unpaid).

**Section 2:** Any unused sick days can be carried over and accumulated to a maximum of two hundred forty (240) days. Any Employee who, retires, is terminated, or leaves for whatever reason after five (5) years of service shall be entitled to receive a payout for up to 120 days. Time can no longer be donated to other employees beyond ten (10) days of the two hundred forty (240).

- a. **Death:** In the event of the employee's death that is not work related, the retirement scale above shall be applied to payment of accrued sick leave. The employee's



beneficiary of life insurance plan with the City shall receive this payment.

- b. Death In Line of Duty:** In the tragic event an employee is killed in the process of performing his/her duties, the City will pay one hundred (100%) percent of the actual sick leave that shall be paid to the beneficiary designated on the employee's life insurance plan with the City.

**Section 3:** Any employee who is off work as a result of any illness or injury for more than three consecutive days or who exhibits sick leave abuse shall be required to furnish a doctor's certificate concerning the illness or injury. In addition, the City may, at its discretion, order an evaluation of the employee's condition by medical personnel of the City's choosing at the City's expense.

**Section 4:** Employees must record all absences from work, for any reason, including but not limited to any vacation, sick, personal, jury or bereavement leaves and any other absence, on an absence report that shall be established by the City or appropriate Department Director. Employees who exceed their number of sick, vacation or personal days allowed will be subject to discipline up to and including discharge.

**Section 5:** In the event an employee suffers from sickness and is unable to perform his/her duties, he/she shall notify the employee's workplace of his/her expected absence within 30 minutes of scheduled start of work shift. If due to physical incapacity or other cause, the employee is unable to provide the above-specified notice, he/she shall cause a spouse or other responsible party to provide the notice on his/her behalf or, if such is not possible, do so at the earliest available opportunity.

### **Sick Leave Entitlement**

(A) When an illness or injury prevents the employee from performing the normal job duties of his/her position or other work, which has been made available.

(B) To care for an ill member of the employee's immediate family. The immediate family means any relative who has resided continuously in the employee's household for the past year and other relations as follows: mother, father, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, and grandchildren. At the onset of this leave an employee will be required to complete an FMLA request form available in the Human Resource Office as well as provide a doctors certification.

## **ARTICLE XXIX INSURANCE**

**Section 1:** The City agrees to keep in effect during the life of this agreement, the following insurance program:

- (A) A Life Insurance Policy on the life of each active member of this Unit in the face amount of \$18,500 and \$10,000 for all retired employees.
- (B) Scranton shall provide life insurance at a face value equal to \$50,000.00 to any active employee who has been killed in the line of duty.

**Section 2: Healthcare**

1. Subject to the provisions and conditions of this Article, the City shall provide all active and eligible retired members of this bargaining unit, their spouse and dependents with Medical, Dental, Vision and Rx coverage.
  - a. Healthcare coverage shall remain equivalent or better to the current coverage for the entire period of this agreement.

2. During calendar years 2016 through 2020 the employees of this bargaining unit shall pay the following payroll deductions:

	2016	2017	2018	2019	2020
Single	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248
Parent + Child	\$1,378	\$1,378	\$1,378	\$1,378	\$1,378
Parent + Children	\$1,456	\$1,456	\$1,456	\$1,456	\$1,456
Husband & Wife	\$1,508	\$1,508	\$1,508	\$1,508	\$1,508
Family	\$1,638	\$1,638	\$1,638	\$1,638	\$1,638

3. The bargaining unit employees' payroll deductions, noted above in #2, shall be divided equally among the paychecks for the year and only one single payment by the employee shall be deducted from each paycheck.
4. During calendar years 2012 through 2015 the employees of this bargaining unit shall pay the following co-payment applicable to visits:

	2016	2017	2018	2019	2020
Per Visit	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

5. During calendar years 2012 through 2015 the employees of this bargaining unit shall pay the following co-payments for prescription medication:

	2016	2017	2018	2019	2020
Generic	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Premium	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Non-Formulary	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

6. This letter will serve as acknowledgement that the Union (District 1-IAM&AW, Local 2462, AFL-CIO) and the City of Scranton agree that the provision of the Settlement Agreement By and Between the City of Scranton and the Lodge No. 2 Fraternal Order of Police and the Settlement Agreement By and Between The City of Scranton and

Fire Fighters Local Union No. 60 of The International Association of Fire Fighters (Effective June 01, 2012) **Under Insurance Number 8 (a)**., which reads;

**Bargaining unit members who were entitled to retiree benefits under the 1996-2002 agreement shall be entitled to receive them until they and their spouse reach Medicare age or for a period of ten years, whichever comes last.**

Will be afforded to the members covered under the Clerical Union's CBA (Effective 01/01/2012 - 12/31/2015).

It is further agreed between the Union (District 1-IAM&AW, Local 2462, AFL-CIO) and the City of Scranton that this provision is a permanent, enforceable provision under **Article XXIX - Insurance** of the CBA as are all other provisions contained within the Clerical Union's CBA (Effective 1/01 /2012-12/31/2015).

7. Active employees hired after December 31, 1995 and prior to **January 1, 1999**, shall be eligible for three (3) years of Health insurance benefits upon retirement from the Employer for themselves, spouse and any dependents. The benefit will expire at the completion of three (3) years or upon the employees' eligibility of Medicare. These employees will be liable for the contributions equal to the active employee contributions during the three (3) year period.
8. An employee may elect to waive his/her health insurance coverage as provided hereinbefore under the following conditions:
  - a. The election that shall be in writing shall be effective as of the first day of the month next following the City's receipt of the notice; and
  - b. The election may be revoked at any time in writing with such revocation becoming effective as of the first day of the month next following the City's receipt of that notice; and
  - c. For each full month that the revocation is in effect the employee shall monthly receive 40% of the City's saving attributable to that election. The saving will be reviewed and re-calculated on an annual basis. The money shall be paid to the employee in the paycheck next following the completion of the month for which the revocation was in effect.
9. The Union has the option to review the insurance section of any future collective bargaining agreements between the City and the other Unions which are settled following the ratification of this Agreement under the following conditions:
  - a. Six months past ratification of the future Agreements, the Union will be afforded time to review the insurance section of the future agreements.
  - b. The Union will have one option within the six month time-frame to replace

the health insurance coverage as provided hereinbefore with the section settled with another Union. The section must be all-inclusive.

- c. The election that shall be in writing shall be effective as of the first day of the month next following the City's receipt of the notice; and
- d. The election will be effective for the life of this Agreement.

10. This letter will serve as an agreement between the Union, IAM&AW, District 1- Local Lodge 2462 and the City of Scranton that any temporary positions assigned within the bargaining unit of the Clerical Union will receive life insurance/healthcare benefits as defined in the CBA Article XXIX, Sections 1 thru 5) between the two parties.

### **Section 3: Sick and Accident**

The City shall have the right to adjust the terms and conditions of its short-term Disability program in order to provide that compensation under the program not begin until after the employee is unable to work for 14 consecutive workdays. The City's insurance policy for its Short-term Disability Program shall be changed accordingly. Every ninety (90) days during the terms of the leave of absence taken under the terms and conditions of this Article, the Employee shall be required to submit a doctor's certificate of his/her Department Head.

### **Section 4: Welfare Fund**

Effective January 1, 1993, a Welfare Fund of (\$.04) four cents per hour per Employee will be paid to the Union at the end of each month.

### **Section 5: Clothing Allowance**

Effective January 1, 2012, the clothing allowance to be paid to Mechanics/ Traffic Maintenance/ Animal Control Officer/ Maintenance employees shall be limited to employees on active pay status and shall not exceed \$420.00 per year, per eligible employee. The City shall have the right to determine how best to make the clothing allowance available. This may include the use of an exclusive supplier, a quartermaster system, or some other arrangement that could differ from the way it is presently.

If an employee is not working due to injury or sickness at the time of the clothing payment, on returning to work his allowance will be pro-rated on a quarterly basis. Payment will be one quarter (1/4) of full amount for each quarter or portion of the remaining quarters until the end of the fiscal year beginning May 1 and ending April 30 of the following year.

**Section 6:** All Employees employed as Public Safety Mechanics and in Traffic Maintenance shall be required to wear steel toes safety shoes of such quality as is consistent with OSHA Guidelines.

**Section 7:** Each bargaining unit member who is required to utilize his or her personal automobile and personal cell phone in the performance of City duties shall be reimbursed at the then prevailing Internal Revenue Service permissible maximum rate of deduction. The reimbursement shall be made on a monthly basis after the filing of a mutually devised form setting forth with reasonable detail the business miles driven.

### **Section 8: Tool Allowance**

Effective January 1, 2012, all mechanics shall receive \$200.00 per year, maximum, tool allowance. All mechanics will be permitted to replace broken/worn out tools, at the expense of the City, up to the limit of \$200.00 per year. The broken/ worn out tool (s) must be turned in to the Director of DPW or Fleet Manager, and a tool of equal or comparable value will be purchased to replace it.

### **ARTICLE XXX MANAGEMENT RIGHTS**

It is understood and agreed that, unless specifically by an express provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to maintain efficiency of operation; to determine personnel, methods, means and facilities by which operations are conducted; to set the standards of productivity and the services to be rendered; to expand, reduce, alter, combine, transfer, assign, or cease a job, department, operation or service; to control and regulate the use of machinery, facilities, equipment and other property of the City and to take whatever action is either necessary or advisable to determine manage and fulfill the mission of the City and to direct the City's employees. The City's failure to exercise any right, prerogative or function in a particular way shall not be considered a waiver of the City's right to exercise such right, prerogative or function or preclude it from exercising the same in other way not in conflict with the expressed provisions of this agreement. The above constitute a list of examples and are not intended in any way to be considered restrictive or a waiver of any right of management not listed and not specifically rendered herein, whether or not such rights have been exercised in the past.

### **ARTICLE XXXI APPLICABLE LAW AND INVALID PROVISIONS**

**Section 1:** If any of the provisions of this Agreement are determined to be illegal, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect and binding on all parties involved.

### **ARTICLE XXXII REPLACEMENT OF EMPLOYEES**

The City agrees that no permanent bargaining unit member shall be laid off as a direct result of the City subcontracting work currently done by Local 2462 members. The City, however, retains the right to subcontract work as deemed desirable or necessary by the City. The City has the sole discretion to reassign employees who might otherwise have been laid off as a result thereof. The management shall retain the right to layoff employees.

**Section 2.** If all or any of the current SIT Clerk positions are eliminated or reduced, the City agrees to sit down with the Union and bargain the impact of what such reductions would have

have on the original ten 10) positions 2 in detective department, 4 in records department, 1 in evidence department and 3 in police chief's office) that are currently grouped within the total 18 SIT Clerks working out of the Scranton Police Station.

**Section 2: The City and the Union hereby agree that the positions of Plumbing and Electrical Inspector will be transferred to 1) new unionized Housing Inspector under the same terms and conditions of the existing Housing Inspectors, and one 1) new Cashier/Administrative Clerk under the same terms and conditions of the Administrative Assistant/Permit Clerk. If the positions of Plumbing Inspector and Electrical Inspector are reinstated, they will be reinstated as bargaining unit members under the terms of the CBA.**

### **ARTICLE XXXIII LONGEVITY**

**Section 1:** In addition to wage increases, Employees in the Bargaining Unit will receive Longevity Pay accrued on the basis of one 1%) percent For every two 2) years of employment up to a maximum longevity pay of twelve 12%) percent.

**Section 2:** Longevity shall be based on continuous uninterrupted service with the City of Scranton. Commencing January 1, 1984, longevity for new hires shall be based on continuous service with the City of Scranton. Vacation, Holidays, Sick Leave and Bereavement will be considered time worked.

**Section 3:** The above will be paid the first pay period in December based on the Employee's current salary, excluding overtime.

**Section 4:** Effective January 1, 1994 and for the duration of this Agreement there shall be a maximum longevity payment of 10% for any Bargaining Unit Employee who currently receives 10% or less. To the extent that a member of the Bargaining Unit was receiving as of January 1, 1994 in excess of 10%, that individual shall be frozen at the current percentage level.

Longevity shall not be paid to any employee hired on or after January 1, 2003. All other aspects of the present longevity plan offered to members of Local lodge 2462 shall remain unchanged.

### **ARTICLE XXXIV DRUG AND ALCOHOL TESTING.**

**The Drug and Alcohol Policy attached hereto as Exhibit A is adopted.**

### **ARTICLE XXXV WORK RELATED INJURY**

**Section 1:** The City and the Union recognize that from time to time, employees may be unable to perform their full range essential duties required of their position due to a work related injury or illness. In order to provide gainful employment to these individuals and to maximize productivity, the City may create temporary modified job duties. Modified duty will only be

available to employees who provide medical certification provided by the City's physician. Modified duty shall be limited to a maximum of twelve months from the date of injury. Employees will be returned to their regular jobs at such time they are medically certified as capable of performing the full range of essential duties of said job.

**Section 2:** Employees who incur a work related injury shall abide by Pennsylvania Workers Compensation laws. Employees will be entitled to health care benefits as indicated in the CBA. Employees who remain on workers compensation for more than one consecutive year will be terminated from employment and will be entitled to health benefits as provided in the COBRA Act. It is agreed that all employee will submit to a mandatory drug and alcohol test upon having a work-related accident or incurring a work-related injury.

## **ARTICLE XXXVI PAYROLL**

### **Section 1: Payroll Classifications regarding overtime:**

Employees shall follow the criteria set forth by Fair Labor Standards Act. Employees will be designated as: Exempt and non-exempt. Exempt Employees are NOT entitled to overtime pay or compensatory time. Non-Exempt ARE entitled to overtime pay and compensatory time. The payroll system shall decipher between hourly and salary employees appropriately.

## **ARTICLE XXXVII PAST PRACTICE**

Any provision or clause in any collective bargaining agreement which protects past practice or any rights which are not specifically set forth in the collective bargaining agreement shall be eliminated. The parties agree that this agreement succeeds customs or past practices, which may be in conflict with any term or condition of this agreement.

## **ARTICLE XXXVIII REGULAR PART-TIME EMPLOYEES**

The City shall have the right to hire regular part-time employees. Regular part-time employees shall be used or scheduled in such a fashion so as to virtually eliminate the need for non-emergency overtime within the City. Regular part-time employees may be scheduled at any time but shall not be scheduled to work more than 40 hours per week, training, and in cases of emergency. Regular part-time employees may be used to replace full-time employees who are absent from work for any reason. In this regard, the City shall have the right to change the schedules of regular part-time employees, for any reason, or to use regular part-time employees as "on call" replacements for full-time employees.

The City shall have the right, in its sole discretion, to determine the starting wages and job duties of regular part-time employees. Thereafter, regular part-time employees shall receive the same

percentage increase to their hourly wage, if any, as full-time employees within the same bargaining unit. The City shall not hire regular part-time employees, which would displace any existing full-time employees. Qualified part-time employees shall be considered for full-time positions, which the City decides to fill through the job posting procedure. In cases of layoffs, all regular part-time employees will be laid off first, according to their reverse seniority, before full-time employees are laid off.

Regular part-time employees shall not be eligible for any form of employee benefits or paid leave.

## **ARTICLE XXXIX PENSION - RETIREMENT BENEFITS**

**Section 1:** Pension eligibility and guidelines are outlined in the following Plan Document Ordinances of the Non Uniform Municipal Pension Fund as follows:

- A. File of Council No. 151 – Enacted 9-23-1988  
(Restatement and Revision of Plan)
- B. File of Council No. 76 – 5-18-1994
- C. File of Council No. 67 – 7-23-1997
- D. File of Council No. 42 – 4-08-1999
- E. File of Council No. 43 -- 4-08-1999
- F. File of Council No. 73 – 5-12-1999
- G. File of Council No. 79 – 6-14-1999
- H. File of Council No. 218 – 10-7-2003

**Section 2.** The normal form of pension benefit for all bargaining unit members shall be a Joint and Survivor Option.

**Section 3.** Effective January 1, 1999 bargaining unit members shall be permitted to purchase 10 years of pension service after twenty-one years of actual service.

**Section 4.** Bargaining unit members shall be permitted to retire under the same circumstances and subject to the same conditions as are applied to non-bargaining unit members by the Pension Board.

**Section 5.** A one thousand, two hundred fifty (\$1250.00) dollar bonus will be paid to each employee who retires prior to February 1, of any calendar year provided said employee will have



twenty-five 25) years of service in that year.

**Section 6. Retirement Severance:**  
**15 years of service at \$3,000**  
**20 years of service at \$3,500**  
**25 years of service at \$4,000**  
**30 years of service at \$4,500**  
**35 years of service at \$5,000**

**Section 7.** The IAM&AW, District 1, Local Lodge 2462 and the City of Scranton agree that any employee hired into the clerical bargaining unit after the ratification of this agreement will fall under the IAM National Pension Fund.

**The I.A.M. National Pension Fund  
Pension Fund**

The City of Scranton agrees to contribute to the I.A.M. National Pension Fund pursuant to the authorized amount for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement. The City of Scranton will contribute this amount each pay period. Deductions shall be remitted with the roster of employees and amount of employee contribution to the I.A.M. National Pension Fund no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction was made and shall include deductions made in the previous month. The hourly rate contributed shall not exceed a maximum of forty (40) hours per work week.

The City of Scranton shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid leave or paid holidays.

The City of Scranton shall also make contributions whenever an employee receives vacation pay at termination, or vacation pay in lieu of time off.

Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.

The IAM&AW Local Lodge 2462 and the City of Scranton adopt and agree to be bound by, and hereby assent to the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate

the participation of the employees and the in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

The IAMAW, Direct 1, Local Lodge 2462 and the City of Scranton agree that upon mutual agreement between the clerical bargaining unit and the City, employees hired prior to January 1, 2012 currently in the Nonuniform Pension Fund may be transferred into a mutually agreeable alternate pension fund, such as the IAM or similar pension fund.

This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

The pension for the duration of the current CBA (January 01, 2016 to December 31, 2020) will be defined as follows:

<b>\$13.20</b>	<b>For Each Hour</b>	<b>For Each Day <input type="checkbox"/></b>	<b>January 1, 2016</b>
<b>\$13.20</b>	<b>For Each Hour</b>	<b>For Each Day <input type="checkbox"/></b>	<b>January 1, 2017</b>
<b>\$13.60</b>	<b>For Each Hour</b>	<b>For Each Day <input type="checkbox"/></b>	<b>January 1, 2018</b>
<b>\$14.00</b>	<b>For Each Hour</b>	<b>For Each Day <input type="checkbox"/></b>	<b>January 1, 2019</b>
<b>\$14.40</b>	<b>For Each Hour</b>	<b>For Each Day <input type="checkbox"/></b>	<b>January 1, 2020</b>

**ARTICLE XL  
TERMINATION, CHANGE OR AMENDMENT**

**Section 1:** This agreement shall be for a period of four (4) years, that is, from January 1, 2016 to and including the date of termination being December 31, 2020. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party at least (60) sixty days written notice of the desire to terminate, modify or amend this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and duly executed.

**District 1 of the I.A.M.A.W  
Business Agent**

**Approved as to form on behalf of  
CITY OF SCRANTON**

**By: \_\_\_\_\_  
Date:**

**By: \_\_\_\_\_  
Date:**

**District 1 of the I.A.M.A.W Local Lodge No. 2462**

**MAYOR OF CITY OF SCRANTON**

**By: \_\_\_\_\_  
Date:**

**By: \_\_\_\_\_  
Date:**

**District 1 of the I.A.M.A.W Local Lodge No. 2462**

**CITY CONTROLLER OF CITY  
OF SCRANTON**

**By: \_\_\_\_\_  
Date:**

**By: \_\_\_\_\_  
Date:**

**District 1 of the I.A.M.A.W Local Lodge No. 2462**

**CITY CLERK OF CITY OF  
SCRANTON**

**By: \_\_\_\_\_  
Date:**

**By: \_\_\_\_\_  
Date:**