

**AGREEMENT**

**BETWEEN**

**CITY OF HAZLETON**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ**

**JANUARY 1, 2025**

**THROUGH**

**DECEMBER 31, 2028**

## TABLE OF CONTENTS

1. ARTICLE 1 UNION SECURITY .....	PAGE 3
2. ARTICLE 2 RECOGNITION.....	PAGE 4
3. ARTICLE 3 REPRESENTATION.....	PAGE 5
4. ARTICLE 4 CHECK-OFF.....	PAGE 5
5. ARTICLE 5 JOINT RESPONSIBILITIES.....	PAGE 6
6. ARTICLE 6 HOSPITALIZATION AND LIFE INSURANCE.....	PAGE 7
7. ARTICLE 7 HOLIDAYS.....	PAGE 9
8. ARTICLE 8 SICK LEAVE.....	PAGE 9
9. ARTICLE 9 VACATION.....	PAGE 10
10. ARTICLE 10 LONGEVITY.....	PAGE 12
11. ARTICLE 11 WORK HOURS.....	PAGE 12
12. ARTICLE 12 SENIORITY.....	PAGE 13
13. ARTICLE 13 BERVEMENT LEAVE.....	PAGE 13
14. ARTICLE 14 PENSION.....	PAGE 13
15. ARTICLE 15 GRIEVANCE PROCEDURE.....	PAGE 15
16. ARTICLE 16 GENERAL PROVISIONS.....	PAGE 16
17. ARTICLE 17 EMPLOYER RIGHTS.....	PAGE 18
18. ARTICLE 18 VACANCIES.....	PAGE 18
19. ARTICLE 19 OVERTIME.....	PAGE 19
20. ARTICLE 20 WAGES.....	PAGE 19
21. ARTICLE 21 COMMERCIAL DRIVERS LICENSE.....	PAGE 20
22. ARTICLE 22 PART-TIME EMPLOYEES.....	PAGE 21
23. ARTICLE 23 TERRMINATION, REMOVAL, AND MODIFICATION.....	PAGE 22
"EXHIBIT A" WAGE SCHEDULE .....	PAGE 24

## **AGREEMENT**

This Agreement, entered into on the 1<sup>st</sup> day of January, 2025 by and between **CITY OF HAZLETON**, Pennsylvania, herein called the "Employer" and the **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ**, hereinafter called the "Union"

### **WITNESSETH**

**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 19 day of February 2025 and subject to ratification by Hazleton City Council, shall govern the term and conditions of employment for a period of four (4) years January 1, 2025 through December 31, 2028 as follows:

### **ARTICLE 1 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 agreement subject only to Section 2 below.

**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 2. 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 Employer recognizes and will not interfere, restrain, or coerce employees in their right to self-organization, to form, 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 Employers 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 the Employer for making and keeping this Agreement.

**Section 4.** The Union and the Employer agree that all new employees shall have a probationary period of six (6) months with a review at three (3) months and it is further agreed by the Union and the Employer that the Employer shall have the right to discharge said new employee during said probationary period without recourse by the Union or said employee to grievance procedure hereinafter set.

**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 the 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 3 REPRESENTATIONS**

**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 Employer 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 functions, and will from time to time, provide prompt notice of change.

(c) The committee members shall be granted up to two (2) unpaid days off per calendar year to attend steward training, provided written request is submitted to the Employer by the Union at least two (2) weeks in advance.

#### **Section 2 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 Employer 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 4 CHECK-OFF**

**Section 1.** Upon receipt of a signed authorization of the employee involved, the Employer shall deduct from the employee's pay 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 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 the Section 1 shall be remitted to the financial secretary of the Union no later than the tenth (10<sup>th</sup>) 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 harmless from the collection and disbursement of said dues should the employee not be entitled to a paycheck.

## **ARTICLE 5 JOINT RESPONSIBILITIES**

### **Section 1 No Strike; No lockout**

(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 operation of the Employer. In the event of a work stoppage, other curtailments of production, the Employer shall not negotiate the merits of the dispute, which gave rise to the stoppage or curtailment until same ceased.

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

(c) The Employer 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 Employer nor the Union shall interfere with, restrain or coerce employees either to join or refrain from joining the union.

**ARTICLE 6 HOSPITALIZATIONS AND LIFE INSURANCE**

**Section 1.** The Employer shall provide a health insurance plan, with a \$250/\$500 deductible, for all employees and their eligible Dependents through the Pennsylvania Municipal Health Insurance Co-operative (or a comparable plan and one that is aligned with other City Unions). Employee's children are covered up to the age of 18 under the City paid health insurance. However, if an employee's child(ren) is currently in high school or is enrolled in a higher educational institute (college or trade school), that child(ren) shall be covered until the lesser of the two, either graduation or the age of 24. It will be the sole responsibility of the employee to provide documentation verifying student status twice per year.

If an employee's child(ren) is not enrolled in higher education, the employee may continue the coverage for child(ren) between the ages of 18 and 26 provided the employee pays the entire difference in premium coverage costs.

Example 1: If an employee has a minor child and another child who is no longer eligible for City-paid coverage as detailed above, the City will maintain family coverage and the employee would incur no additional cost during this time. Once the employee's youngest child reaches the age of 18 (and they are not a full-time student), the employee would be responsible for the difference between the City's cost of Employee and Spouse coverage versus the City's cost of family coverage if the employee elects to maintain family coverage.

Example 2: When the employee's youngest child reaches the age of 18 (and not a full-time student), the employee would be responsible for the difference between the City's cost of Employee with child(ren) coverage versus single employee coverage.

The Plan is a Northeastern Pennsylvania Municipal Insurance Co-operative/Highmark PPO Blue Plan. Employees will be responsible for the premium share as identified below;

Employee Premium share;

**2025 10%, 2026 10%, 2027 10% 2028 10%**

The maximum monthly contribution shall be \$150 per month for single coverage and \$400 per month for dependent coverage.

**Section 2.** The prescription drug co-pays are as follow;

Prescription drug Program	Retail Drug (30 day supply)
Hard Mandatory Generic	\$0 low cost generic
Defined by the National Pharmacy Network	\$15 standard generic co-payment
Not Physician Network, Prescriptions	\$30 formulary brand co-payment
Filled at a non-network pharmacy are not covered	\$50 non-formulary brand co-payment
Your plan uses the comprehensive formulary with an incentive benefit design	Maintenance drug through mail order (90 day supply) \$0 low cost generic co-payment \$30 standard generic co-payment \$70 formulary brand co-payment \$150 non-formulary brand co-payment

In addition the Employer shall continue to provide a plan of vision care, currently provided or equal, as well as a Dental Plan as currently provided or equal.

The Employer shall provide health insurance coverage for eligible employees who are laid-off, for a period of time not to exceed six (6) months.

The Employer will offer an incentive to opt out of the Employer Hospitalization Insurance. Any employee that opts out of the insurance plan will be eligible for a \$6,000 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 \$6,000 bonus. If the alternative insurance is a City plan, the Employee is not eligible for the bonus.

**Section 2.** Retiree's life insurance shall be \$7500. The parties agree, nonetheless, that bargaining unit employees will receive benefits under this provision equal to all other city unionized Employees.

**Section 3.** Any employees who attain the age of sixty-five (65) and continue to work con go on Medicare or can stay on the Employer plan as an option for full coverage. The Employer

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 Employer 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 after twelve (12) years of service.

Any employee of the bargaining unit who at a minimum age of sixty (60) years of age retires after ten (10) years of service with the employer, shall receive individual Blue Cross/Blue Shield benefits, or its equivalent, consistent with the benefits provided to other employee of the bargaining unit, paid for by the Employer, provided the Employer will pay no more than the employer current cost at the time of retirement for individual coverage, and provided further that such coverage will not be provided if the retired employee is able to obtain equivalent or better coverage from any other source.

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

#### **ARTICLE 7 HOLIDAYS**

The Employer agrees to pay employees for the following Holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Flag Day	Thanksgiving Day
Presidents Day	July 4th	Day after Thanksgiving
Good Friday	Labor Day	Christmas Day
Easter Monday	Columbus Day	Day after Christmas

5 personal days

Primary and Election Days are given at the Mayor's discretion.

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 agreement.

## **ARTICLE 8 SICK LEAVE**

a). Employees are allowed fourteen (14) sick days per year. Sick days may be accumulated in accordance with the following:

Effective 2015, 180 days

Any employee, upon retirement after 20 years of service with the Employer and has reached the age of sixty (60) shall be paid for unused sick days at the rate of \$70.00 a days.

b). Should an employee be entitled to Worker Compensation benefits, the Union and the Employer agree that the employer during the first year of compensation payments shall pay said employees full wages provided that said employee reimburse the Employer that portion of his wages resending receipt of compensation benefits (i.e. the employee shall receive his compensation check and endorse same to Employer). Should compensation continue for a period of time beyond one (1) year the Employer will be released from payment of full wages and the employee shall receive only the amount representing compensation benefits from worker 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 one(1) sick day, he will receive a \$400.00 bonus; a \$275.00 bonus for the use of only two (2) sick days per year, and a \$200. Bonus for the use of only three (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 six (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 (6) months in duration shall be granted pursuant to the procedures of Family 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. Employees shall not receive any wage during said leave, but the Employer 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 payment by the employee.

## ARTICLE 9 VACATION

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

After one (1) year of service = 1 week vacation

After two (2) year of service = 2 weeks vacation

After five (5) year of service = 3 weeks vacation

After five (5) years of service to ten (10) years of service = one additional day per year of (years 6-9)

After Ten years (10) of service = 4 weeks' vacation

After fifteen (15) years of service to twenty (20) years of service = one additional day per year (years 16-19)

After twenty (20) years of service five (5) weeks' vacation

Vacations cannot be accumulated and carried over from year to year, and vacation days shall be earned on a prorated monthly basis.

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

A vacation request of five (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 three (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 five (5) consecutive days may not be granted if an employee does not provide thirty (30) days or more notice to the Employer.

b). In the event four (4) or more employees request vacation during the same time period, and the Employer 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 is entitled to by virtue of this Agreement, the Employer agrees to reimburse the employee for unused vacation time at the rate of \$80.00 per day in addition to his standard rate of pay pursuant to the following;

The employee designates (to the supervisor or foreman) a minimum of five (5) consecutive days (may be more than five (5) in which the employee agrees to work in lieu of utilizing the days as vacation time. Unused vacation time of four (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 Employer the intent of which is strictly voluntary as it pertains to the affected employee(s).

#### **ARTICLE 10 LONGEVITY**

A longevity increment of one (1%) for every two (2) years of service, up a maximum of ten (10%) for twenty years of service, computed at the base salary of the individual worker, 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 Employer on their anniversary date. Prorated longevity increments will not be paid to any employee unless employed on their anniversary date. Employees hired after January 1, 2025 shall not be entitled to longevity payments.

#### **ARTICLE 11 WORK HOURS**

The work day and work week shall consist of Monday through Friday, forty (40) hours per week, 7:00 am to 3:00 pm. The street sweeper hours will be 5:00 am to 1:00 pm. 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 pm shall be entitled to a fifteen (15) minute peace time on the job site (place assigned work) during the first four (4) hours of work and a forty-five (45) minute lunch break for each eight (8) hour shift.

b). Employees working the hours of 5:00 am to 1:00 pm shall be entitled to a fifteen (15) minute peace time beginning 7:15 am and ending at 7:30 am and a forty-five (45) minute lunch break for each eight (8) hour shift. Lunch break shall commence at 9:45 am and cease at 10:30 am.

c). Employees are entitled to an additional fifteen (15) minute break when working a 12 hour shift.

d). Winter shift assignments; volunteer employees to work 2<sup>nd</sup> shift assignments shall be posted on November 1. Any position not confirmed by November 15 will be assigned by the foreman via seniority ranking.

e). Employees may be permitted to work through peace and lunch breaks at the direction of their supervisors and/or foreman.

#### **ARTICLE 12 SENIORITY**

In the matter of lay-offs 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 13 BEREAVEMENT LEAVE**

In the case of death in the immediate family (spouse, child, mother, father, brother, sister, grandparent, mother or father-in-law, brother or sister-in-law or any step children)-bereavement leave will be five (5) non-consecutive or consecutive work days to be taken within one (1) month of the death.

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

#### **ARTICLE 14 PENSION**

All employees retiring prior to January 01, 2001 were participating in the Pennsylvania Municipal Retirement System (PMRS) plan, and thus were subject to the prevailing features of the 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 Employer 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 10, 11, 12, 13, 14 and 15 of the Plan Document adopted by Ordinance of the City of Hazleton.

## ARTICLE 15 GRIEVANCE PROCEDURES

Should a difference arise between the Employer 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 3 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 Employer either appointive or elective. The representative of the Employer 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 Employer, 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 Employer and the Union.

The Employer agrees that in the event the Union initially declines to pursue a grievance to mediation concerning the suspension or discharge of an employee, the time strictures for filing for mediation shall be tolled pending the employee exhausting his her appeal rights pursuant to the Union's Constitution and By Laws, provided the following requirements are satisfied: (i) prior to the time for submitting the matter to arbitration as set forth above , the Union sends a written notice to the employee advising him/her of the rights to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the employer with a copy of that Appeal Notice ;and (ii) the Union files for mediation with in the earlier of 120 days following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to mediation.

#### **ARTICLE 16 — 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 posed 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**

**Section 7** The Employer will furnish protective clothing and equipment as needed and as determined by the Highway foreman, the clothing to be furnished includes: gloves, overalls, raingear rain gear (hat, coat, and pants), rubber boots, hard hats, and safety glasses. Employees shall receive an annual clothing allowance of \$200 (two hundred) payable by January 31<sup>st</sup> towards the purchase of work clothes. Employees shall continue to use a shoe vendor for work boots with a maximum annual reimbursement of \$250 (two hundred and fifty). Work clothes include T-shirts, sweatshirts, hoods, a winter jacket and jeans.

**Section 8** Where all Union personnel are engaged in operating equipment and the health, safety and welfare of City residents may be jeopardized, only then non-union personnel may be permitted to operate equipment.

**Section 9** Bargaining unit work shall not be performed by any other City employees, including during periods of layoffs.

**Section 10** 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 11** 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 12** The Employer "Employee Uniform Policy" updated February 2013 is incorporated into this contract and made a part hereof. All employees shall comply with the

policy.

**Section 13** For safety, the Employers foreman will endeavor to staff the paver with eight (8) 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 (6) Union employees.

#### **ARTICLE 17 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 Employer, 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 Employer, subject only to seniority rules, grievance procedures and the provisions of this contract.

#### **ARTICLE 18 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 19 — OVERTIME**

The Employer agrees that employees covered by this Agreement 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 payment plus payment for the holiday shall be paid if worked on the following winter holidays:

Thanksgiving Day, Christmas Day  
New Year's Day, Easter Sunday

## **ARTICLE 20 — WAGES**

- (a) All **Employees** shall receive the following wages and/or wage increases during the term of this contract.

January 01, 2025 – all employees will receive a \$1.50 per hour increase.

January 01, 2026 – all employees will receive a \$1.00 per hour increase.

January 01, 2027 – all employees will receive a \$0.75 per hour increase.

January 01, 2028 - all employees will receive a \$0.75 per hour increase.

For 2025, wages shall be retroactive back to January 1, 2025.

- (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 a maximum of \$350.00 for each year of the agreement period towards the purchase of those tools subject to verification and presentation of actual receipt for merchandise purchased. Reimbursement shall be received within thirty (30) days after submission of receipts. If the employee separates from employment at less than

five (5) years, he shall reimburse the City the last year's payment.

- (d) Starting wage rate for Laborer Classification shall be \$20.00 per hour. This rate shall remain intact for a period of one (1) year from the date of hire at which time the employee's rate shall be increased at an increment of \$1.00 (one dollar) for five (5) years 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 employee requests a paystub listing deductions or a W-2 in paper form, the Employer will provide same to said employee in paper form. If Union proves that the Employer did not timely directly deposit an employee's pay into the employee's financial institution and an employee is charged fees as a result, the Employer will reimburse said fees to that employee, provided those fees are documented as well as documented to be a result of the Employer's late direct deposit.
- (g) Any employee who is scheduled to work early (an "early start") for a weather event or an emergency shall receive three (3) hours of straight time if the early start is canceled with twelve (12) hours or less notice.

#### **ARTICLE 21 — COMMERCIAL DRIVERS LICENSE**

The Employer agrees to reimburse all employees covered by this Agreement for the differences between the cost (the license not the cost of the courses to be eligible for the same) 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 (6) months of hiring. Current employees hired prior to 01/01/13 will not be subject to new

requirements.

## **ARTICLE 22 — 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 twenty-eight (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 eighteen (18) full-time employees, the total number of part-time employees shall be limited to three (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 thirty (30) hours a week for sixteen (16) weeks in a twenty-six (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 and full-time employees shall be admitted to the bargaining unit after probation. 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 Employer for ninety (90) days or more shall be admitted to the bargaining unit thirty (30) days after the signing of this agreement.
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 23 - TERMINATION, REMOVAL, AND MODIFICATION**

**Section 1** The Employer agrees that all provisions of this Agreement shall be effective on and after January 1, 2025

This Agreement shall take effect as of January 1, 2025 and will remain in full force and effect until December 31, 2028. 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 Employer contemplates any lay-offs in the future, the Employer shall first notify Union 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 Employer 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 hereto have set their hands and seals the day and year first above written.

By: Daisy Cruz Date \_\_\_\_\_

Daisy Cruz, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ

MID-ATLANTIC DISTRICT DIRECTOR

By: Christina Chang Date 3/14/25

Christina Chang, SEIU 32BJ, Bargainer

By: Patrick Sivan Date 3/17/25

Shop Steward

By: [Signature] Date 3/17/25

Shop Steward

By: [Signature] Date 3/18/25

MAYOR, CITY OF HAZLETON

By: Aislinn Keegan Date 3-18-25

CITY ADMINISTRATOR

EXHIBIT "A"

	2025	2026	2027	2028
Yearly Wage Increases	\$1.50	\$1.00	\$0.75	\$0.75
TIMEKEEPER	\$24.15	\$25.15	\$25.90	\$26.65
SKILLED LABORERS	\$27.28	\$28.28	\$29.03	\$29.78
LABORERS*	\$20.00	\$20.00	\$20.00	\$20.00
TRUCK DRIVERS	\$27.65	\$28.65	\$29.40	\$30.15
EQUIPMENT OPERATOR	\$27.79	\$28.79	\$29.54	\$30.29
MECHANICS	\$28.50	\$29.50	\$30.25	\$31.00
TRAFFIC TECH/UTLITY	\$28.87	\$29.87	\$30.62	\$31.37
HEAD MECHANIC	\$29.80	\$30.80	\$31.55	\$32.30

- **The start rate for Laborers is \$20.00 per hour. See article 20 section d for laborers' wage progression.**

**Laborer** — This classification is only for employees hired after January 1, 2025.

**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 Employer agrees to set aside a fund of \$1,000.00 from which the Employer will pay an incentive award the amount of which will be at the Employer's discretion

for suggestions made to the Employer which either increase productivity and/or save the Employer and its taxpayers funds, without a corresponding increase of expenditures to the Employer. The Employer 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 Employer 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.

## MEMORANDUM OF AGREEMENT

BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ  
AND  
CITY OF HAZLETON

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into by and between City of Hazleton (hereinafter referred to as the “City”) and the Service Employees International Union 32 BJ (hereinafter referred to as the “Union”) for itself and acting on behalf of the current employee Anthony Minneci (“Mr. Minneci”).

WHEREAS the City and the Union have entered into a Collective Bargaining Agreement dated January 1, 2025 and effective through December 31, 2028 (hereafter “CBA”);

WHEREAS, the parties agree that effective January 1, 2025, the employee listed in this MOA shall continue to be covered under the Agreement and shall be covered by all terms and conditions of the Agreement except as modified as follows:

- 1) As long as Mr. Minneci remains employed by the City during the relevant time frame, Mr. Minneci’s daughter, Ms. Minneci, can remain on Mr. Minneci’s City paid health care plan minus 10% premium share (capped at \$400.00 per month) until she reaches the age of 26 years.
- 2) This MOA shall only apply to the employee listed.
- 3) It is expressly understood by the parties that this MOA does not change or attempt to change any other provision contained in the CBA, any other agreements between the parties, or any past practices. It is further expressly understood by the parties that entering into this MOA will not be considered either a past practice or evidence of a lack of past practice. It is further expressly understood that neither the City nor the Union shall use the entering into this MOA as evidence of either a past practice or lack of past practices in any grievance, arbitration, or other legal proceeding.

This agreement is final and binding and may not be altered unless both parties execute a written modification to it. Intending to be legally bound, the parties affix their signatures below:

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 32BJ**

**CITY OF HAZLETON**

BY: Daisy Cheng

BY: Ally L. Lusk

BY: Christy

BY: Anna Keegan

DATED: 3/14/25