

AGREEMENT

Between

CITY OF HAZLETON

And

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

LOCAL NO. 507

Index

ARTICLE 1	GENERAL	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	UNION SHOP	1
ARTICLE 4	CHECKOFF	2
ARTICLE 5	PROBATION PERIOD	2
ARTICLE 6	SENIORITY LIST	2
ARTICLE 7	VACANCIES - JOB OPENINGS	2
ARTICLE 8	SICK LEAVE	4
ARTICLE 9	HOURS OF DUTY	7
ARTICLE 10	SAFETY AND HEALTH	8
ARTICLE 11	TRAINING	9
ARTICLE 12	LEAVES FOR UNION AFFAIRS	9
ARTICLE 13	INSURANCE COVERING PAID FIREMEN	10
ARTICLE 14	EFFICIENCY	12
ARTICLE 15	PENSIONS	12
ARTICLE 16	HOLIDAYS	14
ARTICLE 17	VACATIONS	15
ARTICLE 18	SALARIES	16
ARTICLE 19	LONGEVITY	19
ARTICLE 20	GRIEVANCE PROCEDURE	19
ARTICLE 21	OVERTIME	21
ARTICLE 22	NIGHT SHIFT DIFFERENTIAL	23
ARTICLE 23	RULES AND REGULATIONS	23
ARTICLE 24	DURATION	23
ARTICLE 25	PAST PRACTICES	23
ARTICLE 26	APPARATUS	23
ARTICLE 27	SEVERANCE PAY	25
ARTICLE 28	CREDIT UNION	26
ARTICLE 29	EMS	26
ARTICLE 30	EMERGENCY ASSISTANCE	26
ARTICLE 31	FIRE DEPARTMENT CONSOLIDATION	26
ARTICLE 32	DEPARTURE OF EMPLOYEES	27
ARTICLE 33	HEALTH CARE COMMITTEE	28

THIS AGREEMENT, by and between the City of Hazleton, a municipal corporation of the Third Class under the laws of the Commonwealth of Pennsylvania, and the Hazleton Paid Fireman's Association, Local 507, International Association of Firefighters, AFL-CIO, with its principal office in the City of Hazleton, Luzerne County, Pennsylvania.

ARTICLE 1
GENERAL

Section 1. The City of Hazleton and its Fire Department, The Hazleton Paid Firemen's Association, Local 507, International Association of Fire Fighters, AFL-CIO, in order to increase general efficiency and morale, and to secure the rights of the firemen, do hereby make this Agreement in writing, both parties intending to be legally bound thereby.

ARTICLE 2
RECOGNITION

Section 1. The City of Hazleton hereby recognizes that the Union is the sole and exclusive representative of all employees, with exception of the Fire Chief, and Deputy Fire Chiefs of work and other terms and conditions of employment.

Section 2. Minimum Manning the City of Hazleton hereby agrees that it shall maintain a minimum manning of twenty (20) firefighters.

Section 3. The Minimum Manning Complement, as set forth in section 2 above, shall not be construed as a requirement by the City to reduce the force to the level specified, but shall be construed only as a guarantee of the minimum paid bargaining unit force to be maintained by the City during the term of this Contract.

ARTICLES 3
UNION SHOP

Section 1. Each employee shall, as a condition of employment, maintain his membership in the Union. Each new employee of the Hazleton Fire Department after the date of this Agreement, shall, after serving one hundred eighty (180) days of probation, become a member of the Union and maintain his membership in good standing.

Section 2 The City shall make available a secure office in the Southside Fire Station, for the Union officers and Pension Secretary Use.

ARTICLE 4
CHECKOFF

Section 1. Upon written consent of an employee, the City of Hazleton agrees to deduct from the wages of each employee, the sum certified as assessments, PAC Funds, 457b's and once each month Union Dues, and deliver the sums to the Union Treasurer.

ARTICLE 5
PROBATION PERIOD

Section 1. All new employees shall serve a probationary period of one hundred eighty (180) days and shall have no seniority rights during this period, but shall be subject to all clauses of the agreement. All employees who have completed their probationary period of one hundred eighty (180) calendar days shall be known as permanent employees and the probation period shall be considered part of their seniority time.

ARTICLE 6
SENIORITY LIST

Section 1. The Chief of the Fire Department shall establish a seniority list and it shall be brought up to date on January 1st of each year. It shall be posted in each Fire Station for a period of thirty (30) days and a copy sent to the Secretary of the Union. Any objections to the list posted shall be recorded in writing to the Mayor of the City of Hazleton and the Secretary of the Union to correct same or it shall stand approved.

ARTICLE 7
VACANCIES - JOB OPENINGS

Section 1. Whenever a vacancy occurs for any reason in any station or newly created section, bureau or department under the jurisdiction of the Fire Department, said vacancies shall be filled by seniority bidding within eight (8) days of its occurrence. When a vacancy occurs, The Fire Officers shall post a bid sheet in each station listing the group and apparatus to be filled. Any member requesting to fill the vacancy shall submit a bid within ten (10) days after posting. This bid shall include the member's name, seniority, present assignment and the

vacancy being requested. The bid shall be awarded five (5) days after posting. It is agreed by both parties that all permanent vacancies be filled by the above procedure and the successful bidder receive a thirty (30) day qualification period. If, after thirty (30) days, the member is not qualified, he shall return to his previous assignment, the position re-posted and the above procedure practiced.

Section 2. Unfilled vacancies shall be filled within eight (8) days of its occurrence by detail, when necessary using the lowest man on the seniority list to fill the position.

Section 3. Vacancies (Promotions). Vacancies in positions in the Fire Department shall be filled so far as practicable, by promotion from among persons holding positions in the next lower grade. Promotions shall be based on merit and upon the superior qualifications of the person promoted, as shown by his previous experience and service; provided, however, that no person shall be eligible for promotion from the lower grade to the next higher grade until such person shall have completed two (2) years service in the next lower grade in the Department. The City reserves the right to hire the Chief or Deputy Chief from outside the Union ranks. The position of Chief and Deputy Chief shall be appointed by the Mayor of the City of Hazleton.

Section 4. New Jobs. In the event of any newly created section, bureau or department under the jurisdiction of the Fire Department, a test for same shall be given by the Civil Service Board. Salaries shall be negotiated and entered in this agreement.

Section 5. Return to Rank. An officer of the Hazleton Fire Department, who assumes a management position such as Chief or Deputy Chief, shall continue to accrue bargaining unit seniority. In the event such officer shall return to the bargaining unit, either by choice or otherwise, he shall have the right to assume his prior rank according to his seniority. He shall also fill a current vacant position within the department.

Section 6. All benefits enjoyed by each of the Hazleton City Firefighters, as described in this agreement, shall also apply to the active, full-time, Civil Service Hazleton City Fire Fighter holding the rank and title, Fire Chief or Deputy Chief. These Benefits shall be in addition to any and all other

benefits due the Officer and rank, Hazleton City Fire Chief and Deputy Chief.

Section 7. Residency Requirement. Each and every Firefighter employed by the City of Hazleton in the Hazleton Fire Department shall reside within a ten (10) mile radius of the boundaries of the City Of Hazleton. The Chief and Deputy Chief must reside within the City Or within a ten (10) mile radius of the boundaries of the City of Hazleton. If a Chief or Deputy resides outside the City they will need to stay at the Fire Station for their Shifts.

Section 8. During State of Emergencies declared by the City, the City will staff at a minimum three (3) engines and one (1) ladder. Upon declaring a state of emergency, staffing shall be fulfilled within forty-five (45) minutes. The apparatus shall consist of an Operator and one (1) firefighter. The firefighter may be a volunteer if he/she is Firefighter I certified. Any unfilled firefighter positions shall be staffed by Local 507 personnel on a first come first serve basis. Normal overtime rotation will be followed at the first shift change or as close as reasonably possible. When the State of emergency is lifted, personnel will remain on duty until shift change.

Section 9. Any firefighter hired after January 1, 2008 shall obtain Firefighter I certification within 2 years of hire and Firefighter II and Emergency Medical Technician (EMT) certification within 3 years of hire at the City's expense, according to Civil Service Regulations. Failure to obtain certification shall results in termination, if class was available to the firefighter and the firefighter did not take or failed the class.

ARTICLE 8 SICK LEAVE

Section 1. Sick leave for non-duty connected injury or illness shall be computed at the rate of twenty (20) sick days a year for all firefighters. All sick days will be computed at the normal rate of pay. Sick leave is capped at 220 days. Upon ratification of this Contract, newly hired firefighters shall receive an annual rate of fourteen (14) sick days a year, with a maximum accumulation of one hundred eighty (180) days.

Section 2. In the event an employee is hospitalized or unable to work while on vacation due to illness or injury and is under a doctor's care and subsequently a vacation pick occurs, he/she shall have the option of having those vacation days during

his/her hospitalization, illness or injury charged to his/her sick time leave. In order to exercise this option, the employee must notify the Fire Chief of his/her hospitalization, illness or injury within twenty-four (24) hours of the date of occurrence. In the event that an employee exercises said option, those days of his/her vacation time during which he/she is hospitalized, ill or injured shall be treated as "Sick Days" and charged to his/her sick leave, and his/her vacation time will be credited with the number of vacation days which said employee is hospitalized, ill or injured. The rescheduling of vacations days credited to the employee's vacation time shall be at the discretion of the Fire Chief.

Section 3. An employees accumulated sick leave shall not be reduced until such time as the employee has exhausted that number of regular days computed in article VIII, section I of this agreement. In addition the city agrees to pay fire Fighters on a yearly basis the following:

- A. \$800.00for no sick days used per year
- B. \$600.00for one sick day used per year
- C. \$400.00for two sick days used per year
- D. \$200.00for three sick days used per year

The city agrees to pay in accordance with the above Schedule of sick days the second pay period of January each Year.

Section 4. Heart and Lung act. This provision of the Pennsylvania Heart and Lung act are incorporated as part of this agreement. In the event that a member of the bargaining unit should become temporarily incapacitated as a result of the performance of his/her duties on behalf of the City, that employee shall continue to receive his/her full salary including all the benefits provided by this agreement and by the Heart and Lung Act. The City shall abide by 53 P.S. 637 commonly referred to as the Heart of Lung Act. All Heart and Lung claims will be subject to the grievance procedure and the arbitration process.

Section 5.

a. Any firefighter killed in the line of duty, as directed by the officer in charge, shall have their total number of accrued vacation time, holidays, sick time, and personal time accrued at the time of their death paid by the City to the

spouse, or estate, at the full rate of salary. This shall include any and all premium due the firefighter.

b. Any firefighter killed in the line of duty, as directed by the Officer in charge, shall have their funeral expenses paid by the City equal to one quarter (1/4) of the deceased firefighter's full salary. This amount shall be paid directly to the spouse of the firefighter, or estate, of the deceased firefighters killed in the line of duty within thirty (30) days of the date of occurrence.

c. This compensation shall be in addition to any and all other compensation provided by any other source.

Section 6. Military leave. Military Leave shall be granted in accordance with Federal Law.

Section 7. Bereavement Leave.

Section 1. All fire fighters shall receive paid bereavement leave, which shall begin on the date of the immediate family member's death, until the day after the funeral. The bereavement leave under this section shall not exceed seven (7) days. In the event the funeral is more than seven (7) days from the date of death, the leave may be non-consecutive.

Section 2. Immediate family for this Article shall be defined as the following: wife, husband, daughter, son, including step or adopted children, mother, father, including step mother or step father, sister, brother, including half or step sister or half or step brother, grandchild, grandparents and parents of spouse.

Section 3. All fire fighters shall receive one (1) day paid bereavement leave the day of the funeral for any non-immediate family members.

Section 4. Non-immediate family members for this Article shall include the following: aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person living in the home of the fire fighter immediately prior to death.

Section 8. A sick bank shall be created in which a firefighter may donate up to ten (10) sick days per year to a member that has exhausted all of their sick time. A firefighter that has exhausted all of his sick days and is utilizing "sick bank days"

shall only be able to utilize those days for a maximum of six (6) months.

Section 9. If a firefighter is ordered for jury duty, and the firefighter cannot get excused, the firefighter shall experience no loss in pay or benefits. The Firefighter shall turn back to the City any jury duty pay received for days absent from work. The firefighter will still be entitled to retain any mileage money received.

Section 10. Any Hazleton career firefighter injured while in the performance of their duties, in the City of Hazleton, or within a mutual aid municipality shall be placed on injury leave and be privileged to any and all benefits allowed under this contract.

ARTICLE 9 HOURS OF DUTY

Section 1. The weekly working hours shall be forty-two (42) hours during the term of the contract unless otherwise negotiated during said term, the Union assuming the responsibility of setting up an appropriate work schedule, which schedule shall be subject to the approval of the City. The hours of day work shall be ten (10). The hours of night work shall be fourteen (14).

Section 2. Relief at Fires. In the event of a fire or fires requiring members to work longer than the regular shift, it shall be the responsibility of the Officer in charge to see that these men are relieved by the on coming shift as soon as possible. Should members be required to stay on duty, they shall be compensated on an hour-for-hour basis at time and one-half (1-1/2) their regular rate of pay.

Section 3. The Officer in Charge shall activate a call system or may ask an off-duty member of Local 507 to man a closed station or piece of equipment under the following conditions.

- A. If a 4" supply line is placed in service at any fire incident, an additional engine company will be placed in service provided that an additional engine company is not already in service.
- B. If the aerial device main ladder is placed in service at any working fire incident, an additional ladder truck and two additional engines will be placed in service.

- C. Any apparatus committed to emergencies for greater than thirty (30) minutes shall be replaced on a piece for piece basis.

The employee shall be entitled to a minimum of 4 hours work at time and one-half (1-1/2) his regular pay. This procedure shall not affect or follow the rotating general seniority list of overtime.

ARTICLE 10 SAFETY AND HEALTH

Section 1. The City of Hazleton and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employee.

Section 2. The City shall furnish new turnout equipment including coats, pants, boots, helmets, nomex hood, gloves, Fit tested SCBA Mask and other safety clothing and/or equipment which the City requires firemen to wear on the job. All members shall have their structural firefighting gear replaced every ten (10) years from the date of last issue unless there are significant changes to NFPA 1971, 2006 edition, or current editions that would make the current gear not compliant or is deemed unsafe by City Administration.

Section 3. Any repairs needed to stations, must be submitted to the Chief's Office in writing, with a carbon copy forwarded to the City Administrators Office.

Section 4. The Union shall have two members of the bargaining unit on the safety committee.

Section 5. Station exhaust ventilation systems shall be maintained and in good working order at all times.

Section 6. In order to promote a healthier and fitter firefighter, the firefighter will be allotted one and one half (1 ½) hours of voluntary exercise time per shift. During that time period, the firefighter may be out of his work uniform in order to wear "work out" attire. The firefighter will always be available and able for fire responses during that time. The Firefighter may "work out" only after all of his Station duties are complete. Exercise shall take place at city firehouses.

ARTICLE 11

TRAINING

Section 1. Not less than six (6) firefighters on a voluntary basis (rotating) by seniority will be sent each year for a minimum of five (5) days each for training. Each member shall receive his regular salary during his training period and the City shall cover his tuition, lodging and mileage which shall be reimbursed according to the IRS mileage rate. Additional expenses shall be reimbursed at a flat rate of forty (\$40.00) per day, no receipts necessary. New hires sent for Ariel operations and Pump Operations training shall not count against the training allotment.

ARTICLE 12 LEAVES FOR UNION AFFAIRS

Section 1. It is hereby agreed that the following members shall be granted a leave of absence with pay to attend the following union affairs:

- A. Two (2) delegates to the International Association of Firefighters Convention;
- B. Four (4) delegates to attend the Pennsylvania State Firefighters Convention;
- C. Two (2) delegates to Three (3) Pennsylvania State Fire Fighters Labor, Educational or Legislative Seminars.
- D. Eight (8) days leave for the Union President or his designee to attend Union Meetings and Union related meetings including but not limited to Eastern State District, Northeast Firefighters, and Legislative Conferences, as approved by the Fire Chief.
- E. No more than two (2) firefighters to the state or national burn camp. The firefighters on paid leave from section a, b, & c, may not be from the same group.

Section 2. Court and Other Appearances. The City of Hazleton shall pay each Firefighter straight time for every appearance in a court of record, before the minor Judiciary or at a Coroner's Inquest, or any other Administrative, Judicial or Quasi-Judicial hearing when the Firefighter is required to attend such hearing on free time, either as a prosecutor or a witness, in connection with the Firefighter's official duties. Witness fees may be retained by the Firefighter.

ARTICLE 13

INSURANCE COVERING PAID FIREMEN

Section 1. Effective January 1, 2021, the City shall provide Highmark Blue Cross Blue Shield PPO Blue \$250/\$500 deductibles to the employee and their family, for each current firefighter. All firefighters and their families shall also receive a three (3) tier prescription program and chiropractic riders.

All firefighters and their families shall receive Davis Vision, the Current Vision Plan or equal plan in accordance with plan provisions.

All firefighters and their families shall receive United Concordia or equal plan in accordance with plan provisions.

Health care provisions for all firefighters hired prior to January 1, 2008 will remain the same except as indicated below:

Prescription drug rider shall be as follows:

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

During the term of the Agreement, firefighters will be required to contribute the following per pay towards their health insurance: year 1 - \$60.00; year 2 - \$60.00; year 3 - \$60.00; year 4 - \$60.00; year 5 - \$60.00; year 6 - \$60.00; and year 7 - \$60.00. For all premiums (including health care, dental and vision) which are in total over \$14,000.00 annually for single coverage, over \$18,000.00 annually for husband and wife coverage, over \$27,000.00 annually for family with 1 child coverage and over \$30,000.00 annually for family coverage, the employee will contribute 10% of the premium over the aforementioned thresholds, with a total yearly cap payment contribution from employee of two hundred dollars (\$200.00). For example purposes only: family coverage is \$31,000.00, employee would contribute 10 percent of \$1,000.00 (\$100.00) in addition to the flat rate identified previously in this section.

In the event the City is able to obtain a health care plan equivalent to the current plan which would result in a ten (10%) percent or greater savings to the City, as a result of increased deductibles, this Article will be re-opened for negotiation.

Section 2. Any firefighter who elects not to participate in the City Health Insurance plans (PPO and Dental) shall receive a stipend of five hundred dollars and zero cents (\$500.00) for

each month the employee does not participate in the City Health Insurance Plans to a maximum of six thousand dollars and zero cents (\$6,000.00) per year. Payments under this provision shall be distributed in monthly installments the second pay period of each month and shall be included in the employees' paycheck.

Section 3. Employees hired January 1, 1995 thru December 31, 2003 may have elected to enroll in a life/annuity insurance policy on which the city contributed $\frac{1}{2}$ of the cost towards a \$35,000.00 minimum policy. Employees hired after December 31, 2003 may elect to enroll in a life/annuity policy on which the city shall contribute a maximum of \$5.00 per week of \$260.00 per year. The employee is responsible for the remainder of the premium. Such policy must provide a minimum of \$35,000.00 coverage.

The life/annuity policies as indicated above shall be fully paid by the City in ten (10) years from the date of first enrollment. At the end of the 10 years the City's responsibility to contribute will cease. At such time the policy becomes the responsibility of the employee.

Any employee who is separated from employment with the City (except for bona fide retirement and or work related disability) shall no longer be entitled to the City's contribution for life/annuity insurance. Any employee who elects additional coverage over the minimum \$35,000.00 will be responsible for the additional cost. Any employee hired after January 1, 1995 who chooses not to enroll in the life /annuity insurance program will not receive life insurance benefits from the City.

Section 5. If any active Fire Fighter is laid off, the City will pay for his and his family's health insurance for six (6) months thereafter from the last date on which the bargaining unit member was on city payroll unless he or his family have other equivalent hospitalization with a different employer, and with a cap or ceiling being the dollar amount of the premium at the time of the layoff.

Section 6.

Health Insurance For Retirees. The City shall provide to fire fighters who retire under this CBA effective January 1, 2021 who receive funds from the Hazleton City Fire Fighters Pension Plan, the same level of health and medical coverage in full that the fire fighter had at the time of his/her retirement subject to the premium share applicable at the time of retirement and subject to deductibles/co-pays at the time of retirement, The

City shall continue to provide health and medical coverage that shall include vision, dental, prescription and any other medical and health benefits, for the retired of any kind Hazleton City fire fighter, and to the retired fire fighter's spouse and dependents until the fire fighter or fire fighter's spouse is covered under another equivalent policy. The City agrees to provide Medicare supplemental insurance to the fire fighter and his/her spouse. In the event the alternative coverage stops for any reason, the retired fire fighter shall be covered again until Medicare or until covered again by an equivalent policy. If the retired of any kind Hazleton City fire fighter had family coverage at the time of retirement of any kind, that same level of health and medical coverage benefits at the time of the fire fighter's retirement of any kind shall also be covered with the same level of health and medical benefits.

Section 7. Widows and Dependent Children. The City shall provide for the continuation of health benefits for the widow and children of Fire Fighters killed in fire fighting duties related to: response, suppression, post fire duties. This shall be provided at no cost to the widow and children of Fire Fighters and the health insurance plan in effect for such Fire Fighter provided that a comparable plan is not available at no costs from another source or that the widow has not re-married or that children have not reached age 18 or are a full-time students, in which case the age shall be 24. Widows and Children of Firefighters dying while on duty not performing duties related to the above shall be entitled to three (3) years of Health Insurance coverage with stipulations noted above.

ARTICLE 14 EFFICIENCY

Section 1. No Fire Fighter shall be employed at work other than his work for the City as a Fire Fighter for so many hours that his efficiency as a Fire Fighter is adversely affected as determined by the City or Fire Chief. If he does, he is subject to disciplinary action.

ARTICLE 15 PENSIONS

Section 1. The City of Hazleton, Pennsylvania shall recognize two (2) members of the Paid Department, who are duly elected by

the members of said Department as their bargaining agents on the Pension Board for Hazleton Paid Firemen's Fund Association.

Section 2. These two (2) members shall represent the Paid Members of the Fire Department and shall act on all matters pertaining to all types of Pension.

Section 3. Each bargaining unit member shall be entitled to retire after accruing twenty (20) years of service, regardless of age.

Section 4.

- A. Presently active bargaining unit members who were hired prior to January 1, 1988 will be eligible to retire on pension without regard to their age, at 50% of final average salary, after completing 20 years of service in the Hazleton City Fire Department. Additionally, this group of presently active bargaining unit members who were hired prior to January 1, 1988 will be entitled to an additional 5% of final average salary for each year of completed City firefighting service up to a cap of 75% of final average salary after completing 25 years of service.
- B. Bargaining unit members who were hired after January 1, 1988 will be eligible to retire on pension without regard to their age, at 55% of their average salary, after completing 20 years of service in the Hazleton City Fire Department. The service increment for service in excess of 20 years available to fire fighters hired prior to January 1, 1988 is not available to those hired after January 1, 1988. For all groups the concept of "final average salary" shall include and be limited to base salary, longevity pay, night shift differential and overtime pay. Final average salary for the purposes of this section is as defined in the Third Class City Code.
- C. Bargaining unit members who were hired after September 1, 2000 will be eligible to retire on pension without regard to their age, at 50% of their average salary, after completing 20 years of service in the Hazleton City Fire Department. The service increment for service in excess of 20 years available to firefighters hired prior to January 1, 1988 is not available to those hired after September 1, 2000. For all groups, the "final average salary" shall include and be limited to base wage/salary, longevity pay, night shift differential and overtime pay. Final average salary for the purposes of this section is as defined in the Third Class City Code.

- D. Effective January 10, 2007 and hereafter, Pensions of retired firefighters shall be modified to equal the full (100%) cost-of-living adjustment (COLA) as measured by Social Security Administration annually. The total pay after the cost-of-living increase cannot exceed one-half (50%) of the current salary being paid firefighters of the highest pay grade and shall be in strict accordance with 53 P.S. Section 39322.1 as amended.
- E. For all firefighters hired on or after January 1, 2015, all pension benefits will be made in strict compliance with the provisions of Third Class City Code (53 P.S. sect 39301 ET, seq.)

Section 5. Pensions shall be vested after Twelve (12) years of service to the fullest extent permitted by law.

Section 6. Agree to authorize a cost study to determine the feasibility of implementing a DROP program in the event future legislation authorizes the implementation of DROP program for 3rd class Cities operating under the "Executive (Mayor) - Council Plan "B" pursuant to the Home Rule Charter and Optional Plans Law.

Section 7.

- A. Section 4303. The City shall yearly investigate the feasibility of increasing the Allowances and Service Increments. P.L. No. 317, sect. 4303. from one dollar (\$1.00) per month to five dollars (\$5.00) per month, with retirement payment from One hundred Dollars (\$100.00) to Five hundred dollars (\$500.00) per month.

Section 8. Local 507 members shall be afforded the option of entering into a separate retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood the City will make available the IAFF Financial Corporation 457 Plan as either the sole options, or one of the options offered by the City. Members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

ARTICLE 16 HOLIDAYS

Section 1. Each Paid Fire Fighter shall be entitled to Twelve (12) Paid Holidays each year. New Year' a Day, Presidents Day,

Martin Luther King Day, Palm Sunday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran' a Day, Thanksgiving Day, and Christmas. New hire holidays will be prorated to reflect their hire date, i.e. hire date June 29, the newly hired firefighter would receive six (6) holidays for that year.

Section 2. Being that the Department has duty days which fall on these Holidays; the Twelve (12) Holidays shall be added to the number of Vacation Days picked.

Section 3. Personal Day. Each firefighter shall receive personal days on the following schedule: Year 0 - 5 = 2 day, start of year 6 - 10 = 3 days, start of year 11 - 15 = 4 days, start of year 16 - 20+ = 5 days. Personal days may be taken at any time but, only one (1) firefighter may use a personal day per shift. Personal days will be granted on a first come first grant basis, with application starting the first regular business day after December 25th at 0900 hours.

ARTICLE 17 VACATIONS

Section 1. Each member shall be granted vacations with pay. Such vacations shall be computed in the following manner:

- A. Each paid Firefighter who has more than one (1) Full year of service, but less than six (6) full Years of service, shall be entitled to fourteen (14) working days of vacation, with pay, each year.
- B. Each paid Firefighter who has six (6), but less than twenty (20) years of service, shall be entitled to eighteen (18) working days of vacation, with pay, each year.
- C. Each paid Firefighter who has twenty (20) years or more shall be entitled to twenty 22 working days of vacation, with pay, each year.
- D. Vacations shall be picked by groups before the 1st of January each year.
- E. Tour of Duty = 2 day shifts and 2 night shifts.
Single shift = Single day

The Board approves the City's proposal in substance to limit the number of firemen taking vacations at one time and to require the vacations shall be more evenly spread over the calendar year. The City shall not block out any pick weeks provided that only one (1) firefighter per group may be on vacation on any single shift or tour.

F. A maximum of 8 vacation days may be picked as single vacation days, but only one firefighter may be on "vacation" per shift. "For example, 4 firefighters may take vacation days in a tour of duty provided that no firefighter has scheduled that tour of duty as a single (4 shift) vacation selection".

Section 2. Holiday Inclusion. The twelve (12) paid Holidays granted each man shall be added to the number of days given as vacation. These holidays shall be picked as vacation days giving the following:

- A. For one (1) full year of service, but less than six (6) full years of service, a member may pick twenty six (26) regularly scheduled working days.
- B. For six (6) years of service, but less than twenty (20) full years of service, a member may pick thirty (30) regularly scheduled working days.
- C. For Twenty (20) years of service, a member may pick Thirty-four (34) regularly scheduled working days.

Section 3. Vacations may be exchanged between members providing a request is granted by the Board of Governors and the Fire Chief.

ARTICLE 18
SALARIES

Section 1. All Fire Fighters hired during the term of this contract shall be paid in accordance with the following schedule that shall include the following yearly percentage increase.

1/1/2021 -3%
1/1/2022 -2%
1/1/2023 -2%
1/1/2024 -3%
1/1/2025 -2%
1/1/2026 -2%
1/1/2027 -2%

	Current	Jan 1st	Jan 1 st	Jan 1 st
Year	2020	2021	2022	2023
Raise	3%	3%	2%	2%
New	\$47,054.52	\$48,466.16	\$49,435.48	\$50,424.19
1	\$49,465.80	\$50,949.77	\$51,968.77	\$53,008.15

2	\$51,877.07	\$53,433.38	\$54,502.05	\$55,592.09
3	\$54,288.35	\$55,917.00	\$57,035.34	\$58,176.05
4	\$56,699.63	\$58,400.62	\$59,568.63	\$60,760.00
	Jan 1st	Jan 1 st	Jan 1 st	Jan 1 st
Year	2024	2025	2026	2027
Raise	3%	2%	2%	2%
New	\$51,936.92	\$52,975.66	\$54,035.17	\$55,115.87
1	\$54,598.40	\$55,690.37	\$56,804.18	\$57,940.26
2	\$57,259.85	\$58,405.05	\$59,573.15	\$60,764.61
3	\$59,921.33	\$61,119.75	\$62,342.15	\$63,588.99
4	\$62,582.80	\$63,834.46	\$65,111.15	\$66,413.37

For the chiefs hired from within the bargaining unit, their salary shall be at 30% over base salary; for deputy chiefs hired from within the bargaining unit, their salaries shall be 15% over base salary;

A) Acting-In-Rank (Fire Chief & Deputy Fire Chief). If there is no on-duty Chief available, (Fire Chief & Deputy Fire Chief) the Fire Chief and or Deputy Fire Chief will fill the position by appointing an available on-duty firefighter to act as an acting as (OIC) Officer in Charge. The Acting (OIC) Officer in Charge will be compensated at the rate (5% above their normal firefighter hourly rate) for all hours during their regular shift acting as a duty chief.

B. Acting-In-Rank (Fire Chief & Deputy Fire Chief).

1. Generally, if the Fire Chief and or Deputy Fire Chiefs are on vacation, sick, personal time or need to attend to other fire department business and unable to be in command, an on-duty firefighter may act as an Acting Duty Chief. Only firefighters who have completed 2 years of service will be permitted to act-in-rank as Acting Duty Chief. Acting Duty Chiefs assignments to eligible firefighters will be offered on a rotating basis, by seniority on duty for that said shift. The acting Duty Chief will be compensated 5% above their normal firefighter hourly rate for all hours worked during their regular shift.

Section 2. It is further agreed as follows:

A. Any and all new members of the Hazleton City Fire Department shall be paid according to the above schedule.

- All new employees shall receive negotiated increases on their effective dates.
- B. These new firefighters shall move to the next step of the salary schedule on their anniversary date.
 - C. In addition to base salary, Fire Fighters shall continue to receive longevity and night shift differential.
 - D. If a member works January 1, Easter Day, 4th of July, Thanksgiving Day, December 25, that member shall be entitled to overtime pay (time and $\frac{1}{2}$). For the purpose of calculation of compensation from midnight to midnight of each day shall be considered the holiday. Payment will be calculated for time actually worked from midnight to midnight.
 - E. Education incentive plan: If a firefighter achieves bachelors or master degree in Fire Science or other fire related courses while employed by the Hazleton City Fire Department, the firefighter shall be entitled to a pay bonus as follows. Master's Degree \$500.00 per year, ~~or~~ Bachelors degree \$300.00 per year. This bonus will be paid in that firefighter's anniversary date.

Section 3. Uniforms. All Fire Fighters during the term Of this agreement shall receive uniforms and uniform gratuities to maintain and replace their uniforms in accordance with the following schedule.

- A. A uniform gratuity of Five Hundred Dollars (\$500.00) will be paid to each Fire Fighter on or before May 1 of each year, provided: If an employee was newly hired within six months of either May 1st gratuity payment, he/she shall not receive the gratuity, and if an employee was newly hired within the seventh through twelfth month preceding either May 1st uniform gratuity payment, he/she shall receive one-half ($\frac{1}{2}$) of the gratuity payment. It is understood that this provision shall only affect employees hired within the preceding 12 months of a May 1st uniform gratuity payment.
- B. If a Fire Fighter loses or outgrows his turnout gear he/she will replace it. If a Fire Fighter leaves before May 1ST no uniform allowance shall be paid. Twice a year the Chief or Deputy may inspect uniforms.
- C. In additions to "turn out clothing," Turnout gear- (Coat, Pants, Rescue Harness) Helmet and Front Piece, Leather Pull on Bunker Boots, Gloves and Hood as a Fire Fighter's Original issue uniform shall consist of the following, which will be purchased concurrently:

- 1) One Bell Cap
- 2) Three pair of Pants
- 3) One Dress Uniform Complete After Probation Period
- 4) One long sleeve shirts
- 5) One short sleeve shirts
- 6) One winter coat After Probation Period
- 7) Two black ties
- 8) One garrison black belt
- 9) One pair of "HFD" pins After Probation Period
- 10) Two Breast Badges
- 11) One bell cap badge
- 12) One silver IAFF logo name tag After Probation Period
- 13) Rocky Men's High Gloss Oxford # 510 Dress Uniform Shoes After Probation Period
- 14) One Test fitted SCBA Mask for current SCBA's

D. If a uniform change is ordered in any manner by the City, all uniform or turn-out gear changes thereto shall be provided for all paid Firefighters at the sole expense of the city.

E. Uniform Shorts may be worn on days over 80 degrees Fahrenheit and on night shifts during short sleeve season. Uniform shorts will be purchased at firefighter expense.

Section 4. A year of service shall be on the anniversary date of the appointment of the fireman.

Section 5. The salaries in Section 1 of this Article are based on probationary salaries and do not include longevity pay.

Section 6. The above salaries are for Fire Fighters. Any newly created position or responsibility shall be negotiated between the Union and the City as to the salary paid for said newly created position or responsibility.

Section 7. The Union agrees to convert to a bi-monthly pay and electronic funds transfer for all members, if and when the City decides to do so.

ARTICLE 19 LONGEVITY

Section 1. In addition to his salary, each Fire Fighter shall receive a longevity increment of one (1%) percent for every two (2) years of service up to a maximum of twenty (20) years of service, or a total of ten percent (10%) of his yearly salary.

When a Fire Fighter retires, he shall receive an additional one percent (1%), but the total may never exceed ten percent (10%). Past service is to be included. For purpose of this Article, date of service shall be from the date of initial actual employment and not from the date of employment by Council. For Fire Fighters hired after ratification of this agreement, longevity shall be as follows:

After 3 years -1%
After 6 years -2%
After 9 years -3%
After 12 years -4%
After 15 years -5%

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all complaints, disputes, or controversies of any kind which arise between one or more employees and the City of Hazleton concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, or which are provided for by any statute, ordinance, rule, regulation, or policy which is not in conflict with this Agreement. Such issues may be processed as a grievance under the following procedure:

Step 1: The matter shall be first discussed orally with the employee's immediate supervisor within ten (10) days of the occurrence or knowledge of its occurrence. This matter shall be discussed by the individual, the Chief, or Deputy Chiefs, and one member of the Union Grievance Committee. The Chief or Deputy Chief's shall report his decision to the individual and grievance committee member within seven (7) days of its presentation.

Step 2: The grievance shall be presented in writing by the Union to the Chief of the Fire Department. The Chief of the Fire Department, or his authorized Representative, shall meet with the Union Grievance Committee within seven (7) days after receipt of the Grievance and shall have seven (7) days thereafter to give his answer. If no satisfactory settlement is reached, the Union may appeal the matter to Step 3 within seven (7) days after the Step 2 response.

Step 3: The grievance shall be presented in writing to the Mayor within the aforementioned seven (7) days after step 2

responses. The Mayor or his authorized Representative, shall schedule a meeting with the Union Grievance Committee within ten (10) days after receipt of the grievance for the purpose of resolving the grievance. The Mayor shall respond to the grievance in writing, within ten (10) days after this meeting. If no satisfactory settlement is reached, the grievance may, within thirty (30) days, be submitted to the American Arbitration Association or such other Arbitrators as agreed upon by the parties for Arbitration.

Section 2. Payment of cost of the arbitration proceeding shall be borne equally by the parties thereto.

Section 3. Any adjustment of a grievance reached in any step of the grievance procedure (or the award of an arbitrator), shall be final and binding on the parties, and shall be reduced to a memorandum of agreement.

Section 4. The time limits established in this Article may be extended or reduced by mutual consent.

Section 5. The grievance committee of the Union shall consist of the President and three representatives of the Union and any time they spend in discussion or processing grievances, as provided in the grievance procedure, during their working hours, shall not result in a loss of regular earnings or benefits.

Section 6. No bargaining unit member shall be disciplined or discharged except for just cause.

ARTICLE 21 OVERTIME

Section 1. A day shift is a regularly-scheduled shift that commences at 7:00 A.M. and ends at 5:00 P.M. A night shift is a regularly-scheduled shift that commences at 5:00P.M. and ends at 7:00 A.M.

Section 2. In the event that a need for overtime should occur in the Department because of vacation, sickness or other unforeseen conditions, overtime pay shall be paid to the individual so working. The overtime rate shall be one and one-half (1-1/2) times the regular hourly salary of the individual Fire Fighter.

Section 3. Time and one-half shall be paid to an individual, when scheduled on the day shift, for all hours worked in excess of ten (10) hours. Time and one-half shall be paid to an

individual when scheduled on the night shift, for all worked in excess of fourteen (14) hours.

Section 4. All overtime will be maintained by a rotating seniority list to be kept by the Chief, a copy of which shall be posted on a bulletin board at the Chief's office. Overtime will be offered according to the following chart. This record shall show the date of the call and the response from each person called as to whether it was refused, no answer, sick, or entered as worked. If a man refused, he will automatically be passed until a complete cycle of the seniority list has been made. The Chief shall make every effort to use the principal of equalization.

Section 5. Overtime Schedule: The following procedure shall be utilized to call personnel out for overtime.

Step 1. Call the next firefighter in rotation in the 1st call Group (See Overtime shift chart)

Step 2. Then call the next firefighter in rotation in the 2nd call group to fill positions that have not been filled by step # 1.

Step 3. Then Call the next firefighter in rotation from the 3rd call group to fill positions that have not been filled by step #1 and #2.

Step 4. Vacation call groups shall be firefighters on personal, holiday or vacation and shall be called by seniority, without affecting their place in their group's rotation. For overtime callout purposes, a firefighter is considered on vacation or personal day the shift off, the shift prior and the shift after the shift off. Example: A firefighter on vacation a day shift is considered "on vacation" the night shift before the shift, the shift and the following night shift.

Step 5. If a firefighter accepts overtime and another overtime shift opens up on the same day, the first firefighter will be contacted and given the option of which piece of apparatus he/she would like to work. The next firefighter to accept will then have the option of his/her piece if applicable.

Step 6. After all procedures are followed for overtime, and firefighters are still needed to fill shifts the following procedure and pay must be followed.

- A. The Officer in charge must call the firefighters currently in the working group on shift, starting with the firefighter next in the overtime rotation for his respective group, and follow through until all personnel are exhausted.
- B. Firefighters on probation who have completed their training.
- C. If the shift is still not filled, the firefighter in the working group with least seniority will be mandated to stay.
- D. Any firefighter that accepts or is mandated overtime in the mandatory group shall not lose his place in overtime rotation.
- E. The firefighter working on an overtime shift shall be the last person to be mandated to stay. Firefighters on trade assume the seniority and group assignment of the individual traded with.

OVERTIME SHIFT CHART

WORKING SHIFT	1 ST CALL	2ND CALL	3RD CALL
GROUP 1			
FIRST DAY	GROUP 2	VAC	GROUP 4
SECOND DAY	GROUP 2	GROUP 3	VAC
FIRST NIGHT	GROUP 3	GROUP 4	VAC

SECOND NIGHT	GROUP 4	VAC	GROUP 3
GROUP 2			
FIRST DAY	GROUP 3	VAC	GROUP 1
SECOND DAY	GROUP 3	GROUP 4	VAC
FIRST NIGHT	GROUP 4	GROUP 1	VAC
SECOND NIGHT	GROUP 1	VAC	GROUP 4
GROUP 3			
FIRST DAY	GROUP 4	VAC	GROUP 2
SECOND DAY	GROUP 4	GROUP 1	VAC
FIRST NIGHT	GROUP 1	GROUP 2	VAC
SECOND NIGHT	GROUP 2	VAC	GROUP 1
GROUP 4			
FIRST DAY	GROUP 1	VAC	GROUP 3
SECOND DAY	GROUP 1	GROUP 2	VAC
FIRST NIGHT	GROUP 2	GROUP 3	VAC
SECOND NIGHT	GROUP 3	VAC	GROUP 2

ARTICLE 22
NIGHT SHIFT DIFFERENTIAL

Section 1. A day shift is a regularly scheduled shift that commences at 7:00 A.M. and ends at 5:00 P.M., A night shift is a regularly-scheduled shift that commences at 5:00 P.M. and ends at 7:00 A.M.

Section 2. In addition to the salary set forth in Article XVIII herein, each firefighter shall receive a night shift differential pay increment for work performed on the night shift in the amount of one thousand dollars (\$1,000.00).

ARTICLE 23
RULES AND REGULATIONS

Section 1. The City shall have the right to publish, from time to time, reasonable rules and regulations for the operation of the Department so long as they are not inconsistent with the terms of this Agreement.

Section 2. Management Rights. Subject only to the limitations set forth in this Agreement, it is understood and agreed that

the City retains the right to manage the Fire Department, including but not limited to the right to determine the number of employees: the right to direct firefighter's, the right to hire, train, promote, retain, transfer and assign employees; and the right with just cause to suspend, reduce in rank, discharge or take other disciplinary action. Matters of inherent managerial policy, such as hours of work, duties, scheduling and the determination of the methods and means by which to operate the fire department are reserved exclusively to the City.

ARTICLE 24
DURATION

Section 1. The term of this contract shall commence on January 1, 2021 and terminate on December 31, 2027.

Section 2. Either party wishing to terminate, amend or modify such contract must notify the other party one hundred eighty (180) days prior to the expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union negotiation committee for the purpose of such amendment, modification or termination.

ARTICLE 25
PAST PRACTICES

Section 1. Past practices, whether oral or in writing, except those which have been altered by foregoing provisions shall be continued.

ARTICLE 26
APPARATUS

Section 1. The City shall maintain a minimum of One (1) ladder and Two (2) engines in service at all times. These pieces of apparatus shall be staffed by no less than one firefighter per piece.

Section 2. In the event that a piece of apparatus is taken out of service, the permanent drivers shall exercise their seniority and choose a position held by a less senior man. This procedure shall be repeated until all positions are filled. Relief man shall have preference of their group by seniority.

Section 3. In the event a piece of apparatus is placed out of service because of a manpower shortage, the following shall

apply: The permanent men on said apparatus shall have a choice to replace a less senior man in that particular group. This shall be repeated until all men are positioned by seniority. When the apparatus is placed back in service, all men will return to their normal positions.

Section 4. Only Bargaining unit members covered under this agreement shall drive and operate City owned fire apparatus. City Chief or Deputy Chief may drive apparatus for maintenance purposes only.

ARTICLE 27 SEVERANCE PAY

Section 1. Severance Pay. Upon termination of employment and/or layoff of any duration, the affected bargaining unit members (or, if appropriate, his spouse, dependents or estate) shall, provided 30 days notice of termination, is given the City, receive within thirty (30) Days of separation of employment, a sum equal to fifty percent (50%) of the value of his unused sick time and all unused holiday and vacation time. The parties agree that no employee shall be entitled to payment for unused sick or vacation days earned in the year of retirement if the employee retires prior to January 1, of the next year.

Section 2. Sick leave will be accumulated pursuant to Article VIII.

Section 3. Fire Fighters shall receive a sum equal to fifty (50%) percent of the value of unused sick time in accordance with Article VIII, plus 100 percent of all unused holiday and vacation time upon termination after 10 years service, unless separation results from discharge for cause.

Section 4. The present practice of providing newly hired employees with sick leave shall continue, however the actual rate shall be 1.75 days per month.

ARTICLE 28 CREDIT UNION

Section 1. Upon written authorization of an employee, the City of Hazleton agrees to deduct from wages paid, the sum requested and deliver same to the Credit Union Treasurer.

ARTICLE 29
EMS SERVICE

Section 1. A committee comprised of an equal number of City and Union representatives shall be formed for the purpose of investigating and thereafter making recommendations to the City regarding the performance of EMS services for the citizens of the City by members of the bargaining unit. The bargaining unit members on the Committee shall be given access to such City records are reasonably necessary for them to participate in the function of the Committee.

ARTICLE 30
EMERGENCY ASSISTANCE

The City and the Union agree that from time to time, equipment and/or manpower from neighboring communities may be needed to respond or stand-by to respond to emergency and non-emergency calls within the boundaries of the City. Prior to the City requesting assistance in the form of manpower or apparatus from neighboring communities, all City Career firefighters and City apparatus must be called and utilized. In the event assistance in the form of Water Tenders' or Brush Vehicles' are required, the request will be for vehicles only, not associated manpower. In the event the City decides to assist neighboring communities, the City shall maintain (2) engines and one (1) ladder as stated in ARTICLE XXVI, section 1. at no time will there be more than one (1) engine and one (1) ladder truck beyond the City boundaries while providing assistance to neighboring communities.

Article 31
FIRE DEPARTMENT CONSOLIDATION

Section A. In recognition of the City's current consideration of consolidating its Fire Department with those of surrounding communities, it is agreed that the City will not enter into any consolidation (merger) arrangement unless the following conditions are satisfied.

1. No Fire Fighter/Engineer shall suffer a loss or diminishment of employment or any term and condition of employment provided in this agreement as a result of such consolidation/merger.

2. The new Employer shall agree, in a form satisfactory to the Union, to recognize and abide by all provisions of Act No. 111 with respect to the consolidated (merged) Fire Department.

3. The new Employer shall recognize and comply with each and every term and condition of employment provided herein from the date of initial consolidation until alternative arrangements with respect to the consolidated Fire Department are achieved.

4. If any participant in the consolidation (merger) fails to abide by its legal obligations or declines to further participate, those employees shall revert back to the original department from which they were consolidated (merged), with no loss of job status or benefits.

Section B. Nothing contained in the above shall preclude the City from contacting, consulting with, or sitting down with and discussing the possibility of any such merger.

Article 32 DEPARTURE OF EMPLOYEES

Any new fire fighter, after ratification of this contract, who leaves voluntarily prior to reaching their five (5) year anniversary date of City service must reimburse the City, as liquidated damages for reimbursement for all turnout gear costs, training fees and other fees associated with new hires, which costs can be up to \$7,600.00.

Up to one year - 100% of actual spent

Upon to two years - 80% of actual spent

Up to three years - 60% of actual spent

Up to four years - 40% of actual spent

Up to five years - 20% of actual spent

Article 33 HEALTH CARE COMMITTEE

Section 1 (A). Within thirty (30) days of the ratification of this Agreement, the parties shall establish a Health Care Committee that shall remain in existence for the duration of this Agreement. The Committee shall be comprised of the Plan Coordinator, two (2) representatives designated by the City and two (2) bargaining unit

members designated by the fire fighters. Attorneys for the parties be *ex officio* members of the Committee.

Section 1 (B). The Committee shall meet as often as necessary to perform its function. All parties agree that they shall consider the performance of the duties attached to the Committee as a contractual priority and shall only designate representatives to the Committee who will make all reasonable efforts to devote necessary time and interest to the activities of the Committee to maximize its potential for the successful completion of its function and purpose. If scheduled to work, fire fighters' designees will be permitted to attend meetings.

Section 1 (C). The purpose of the Committee shall be to examine and consider alternative health care plans, benefits, providers, delivery mechanisms and structures that will continue to provide high quality health care benefits to the bargaining unit members and their families and to discuss new trends in health care as well as the effect of any changes to health care plans.

Section 1 (D). The City may fund the retention of a health benefit consulting firm that is to assist the Committee in its efforts. Upon initial retention, the consultant shall perform a study of the existing benefit structure and provide the Committee with initial factually specific suggestions and proposals to accomplish its purposes. Thereafter, and to the extent that further action is required, the consultant shall assist the City in preparing and distributing requests for proposals or other documents deemed necessary by the Committee to implement its decision.

Section 1 (E). The Committee shall not have the power to bind its appointing principals.

Section 1 (F). In the event that the fire fighters should decline to act upon a Committee position that a particular change or modification in the alternative health care plans, benefits, providers, delivery mechanisms and structures that had been examined by the Committee should be adopted, the City may seek arbitration of that dispute in accordance with the terms of this collective bargaining agreement. If such should occur and the arbitrator is so persuaded by the City, the arbitrator is specifically empowered to modify this Agreement to adopt such City position.

Section 1 (G). The City shall fully cooperate with the Committee by making available to it any and all records or other documents that it reasonably requires for the performance of its duties and functions and by fully and promptly cooperating with any and all

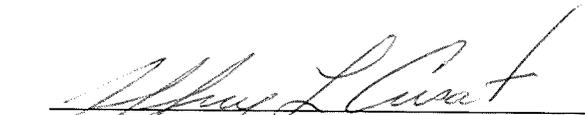
decisions of the Committee regarding the investigation and potential placements of alternative health care devices.

Section 1 (H). It is recognized and agreed that the formation and performance of the Committee provided for herein is on an experimental basis in a mutual effort to provide quality health care at the most effective premium. If the Committee is to perform its purpose and function, an open and frank exchange of ideas must be able to occur. Therefore, the parties mutually agree that neither shall make direct or indirect reference to the existence, function or any activities of the Committee or either party's action (or inaction) based thereon in any future proceedings between the parties.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this agreement this, day of intending to be legally bound thereby effective January 1, 2021.

City of Hazleton

Hazleton City Firefighters
Local #507


Signed


Signed

JEFFREY CUSAT
Printed

John T. Klein Jr.
Printed

MAYOR 12/15/2020
Title Date

union President 12-15-2020
Title Date

Hauss Remaf
Attest

Dr. John
Attest

RESOLUTION 2020-106

Approving the new Collective Bargaining Agreement between the City of Hazleton and the International Association of Firefighters Local 507

BE IT HEREBY RESOLVED that the Collective Bargaining Agreement between the City of Hazleton and the International Association of Firefighters Local 507 is approved, and the same shall be effective as of January 1, 2021.

ADOPTED BY COUNCIL this 11TH day of December, 2020.

<i>Presented</i>	<u>Colombo</u>
<i>Seconded</i>	<u>Sacco</u>
<i>Barletta</i>	<u>Y</u>
<i>Columbo</i>	<u>Y</u>
<i>Mundie</i>	<u>Y</u>
<i>Sacco</i>	<u>Y</u>
<i>Perry</i>	<u>Y</u>

RESOLUTION PASSES UNANIMOUSLY ON 12/11/2020