

# CITY OF WILLIAMSPORT, PA RESOLUTION

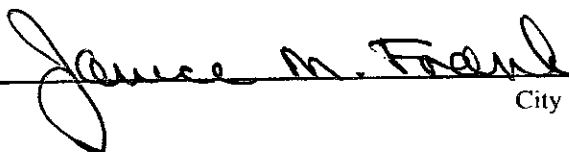
RESOLUTION # 8834

DATE 1-3-19

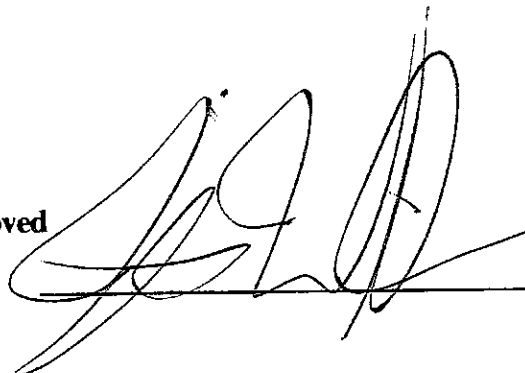
TITLE

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF  
WILLIAMSPORT AND CITY EMPLOYEES, LOCAL 2674, AFSCME DISTRICT  
COUNCIL 86, AFL-CIO**

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT,** that the Mayor and City Controller are authorized to execute an agreement, incorporating the attached proposal, between the City of Williamsport and the AFSCME, Local 2674, District Council 86 for the years covering January 1, 2019 through December 31, 2021.

  
\_\_\_\_\_  
City Clerk

Approved

  
\_\_\_\_\_  
President



**CITY OF WILLIAMSPORT**  
OFFICE OF HUMAN RESOURCES  
Memorandum

**To:** Members of Williamsport City Council

**CC:** Gabe Campana, Mayor & William Nichols, Director of Finance

**From:** Megan Dayhoff, HR *MD*

**Date:** December 26, 2018

**Re:** Contract agreement between the City of Williamsport and AFSCME Local 2674 (City Employees)

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Enclosed is a resolution to authorize the City of Williamsport to execute a contract amendment with the Williamsport City Employees, AFSCME Local 2674, District Council 86. Highlights of the proposed amendments include the following provisions:

- Three-year contract effective 01/01/2019 through 12/31/2021.
- Employee cost sharing for health insurance benefits. Consistent with AFSCME Public Works and at-will/non-contract employees.
- Wage increase of 2.5% for each year of the contract.
- New article for Management Rights.
- New article for Family and Medical Leave of Absence.
- New article for Health and Safety Committee.
- Increase in life insurance for active members, which is consistent with AFSCME Public Works and River Valley Transit.

Minor changes have been made to clean-up and clarify the language. A complete summary of the contract amendments is enclosed for your review. We believe that these amendments are helping to move the City in the right direction and setting the foundation as we progress forward. Should you have any questions or comments concerning this proposed contract amendment, please feel free to contact me at 570-327-7571.

4.03.1- change to: "The City reserves the right to adjust an employee's wage rate up to five (5) percent based on an employee's performance with an established performance form to be reviewed and approved by the Mayor, Human Recourses, the Department Head and Director of Finance. An employees wage may be adjusted one (1) time per contract and will not effect the base salary classification established within Exhibit A."

#### **Article 5: Hours of Work**

**5.01-5.05-** No Change

**5.06-** Call Time

"Call time" for the purpose of this section applies where an employee is off duty and not at work and that employee is called in or called back to work after that employee's normal duties for the day had ended or before they had begun. "Call time" for purposes for this section does not include hours added to an employee's schedule when that employee has already reported for work and is on duty.

Any employee who is called back to work by the City at other than his/her regularly assigned working hours, or any employee called in, in the case of an emergency, or other unusual condition, shall be guaranteed a minimum compensation equivalent to three (3) hours work at one-and-one-half times his/her regular rate of pay.

**Article 6: Workers Compensation-** No Change

**Article 7: Clothing Allowance-** No change

**Article 8: Holidays-** No Change

#### **Article 9: Vacation**

**9.01-**No Change

**9.02- Change to** "If an employee is hired between July 1 and December 31 of a given year; said employee would receive one (1) week of vacation upon successful completion of the probationary period (six months) and must be used by December 31<sup>st</sup> of the following calendar year."

**9.03 & 9.05-** No Change

**9.06- Change language to** "Upon retirement, all remaining vacation and/or compensatory time shall be paid to employee in a lump sum".

#### **Article 10: Sick Leave**

**10.01-10.09-** No Change

**10.10-** No change

#### **Article 11: Compensatory Time**

**11.01- Replace with:** Under certain prescribe conditions, employees may receive compensatory time off, at a rate consistent with section 5.03, instead of cash overtime pay. All employees may accrue up to 120 hours each year. Employees may elect to rollover thirty-five (35) hours at the end of each year. Any unused additional time will be paid out to the employee in December of that year.

**11.02-** Upon ratification all current accrued time will be rolled over unless requested to be cashed out by the member. Effective January 1, 2019 and thereafter, section 11.01 will apply for all members.

**Article 12: Seniority-** No Change

**Article 13: Bulletin Boards**- No Change

**Article 14: Jury Duty**- No Change

**Article 15: Grievance Procedure**- No Change

**Article 16: Prohibition of Strikes & Lockouts** – No Change

**Article 17: Bereavement Leave** – No Change

**Article 18: Pension Plan** –

**18.01**- revise to: “The City and the Union agree that the awarding of a pension benefit shall be in accordance with the rules and regulations adopted by the Officer’s and Employee’s Retirement Board. Such rules and regulations shall be in conformity and consistent with state legislation and City ordinances covering same. Effective May of 2017, the Union accepted a hybrid pension plan for all new hires. (see attached summary plan description rev. 12/2015)”

**Article 19: Union Business Leave** – No Change

**Article 20: Hospitalization**

**20.01**- No Change

**20.02 & 20.03**- remove and replace with the following:

**Add**- The City shall provide all full-time employees with group health insurance. New employees or employees transferring into the union will be eligible for coverage effective their first day

**Add**- Employees hired on or after January 1, 2019 will pay three (3) percent of the premium cost for individual coverage and five (5) percent of the difference between individual coverage and dependent coverage.

**Add**-Effective 1/1/2019 all employees employed as of 1/1/2019 shall pay a percentage of the premium cost for health coverage based upon their years of service to the City as of 1/1/19.

Percentage of employee contributions will be determined on a ten (10) year tier structure as defined below:

- **Years of service 0-9**: 3% of the premium cost of the selected plan (single, husband/wife, employee and child(ren) or family).
- **Years of service 10-19**: 2% of the premium cost of the selected plan (single, husband/wife, employee and child(ren) or family).
- **Years of service 20-29**: 1% of the premium cost of the selected plan (single, husband/wife, employee and child(ren) or family).
- **Over 30 years**: no cost sharing

**Add**- Effective on 1/1/2019 or 90 days from execution from this agreement (whichever is later), the City agrees to provide health insurance coverage through a Preferred Provider Organization (PPO) Plan (provided the Union agrees to the contributions stated above).

**20.04**- Remove, language was added to the pension section

## **Article 21: Family and Medical Leave**

- Replace old language with new sections below

### **NEW-Section 1**

The City agrees to honor the Federal regulations of the Family and Medical Leave Act (FMLA) of 1993, as amended, allowing eligible employees to take up to twelve (12) weeks of unpaid leave in a twelve (12) month period.

### **NEW-Section 2**

Eligible employees will be defined as those who are full-time (at least 30 hours per week) and have at least twelve (12) months of service at the time leave begins and who have worked at least 1,250 hours within the twelve (12) months immediately preceding the commencement of the leave. Refer to Code of Federal Regulations §825 for specifics on the law.

### **NEW-Section 3**

Any employee who is granted and approved for FMLA will be able to utilize their personal paid sick time for all FMLA qualifying events. The amount of personal paid sick time will be determined by the doctor who completed the "*Certification of Health Care Provider for Serious Health Condition*" document.

### **NEW-Section 4**

Any additional time taken outside of the recommendations made by the Health Care Provider/Doctor (stated within document reference in 11.03) will be taken as either paid vacation or compensatory time. Only when all paid vacation and compensatory time is used will an employee be placed on unpaid leave.

## **Article 22: Life Insurance**

22.01-Raise amount of employee life insurance coverage from 25k to 35k.

22.02-No change

## **Article 23: Non-discrimination** – No Change

## **Article 24: Joint Labor-Relations Committee**- separate into 2 separate articles

### **Article 24: Joint Labor-Relations Committee**

24.01- A joint committee shall be established consisting of three (3) designees of the City and three (3) designees of the Union, which committee shall meet at least once a month during the term hereof to discuss labor management relations. A representative from Council 86 may attend such meetings.

### **NEW Article: Health and Safety Committee**

**NEW Section 1-** The City will take a positive action to insure compliance with laws and regulations concerning the health and safety of employees while employed by the City.

**NEW Section 2-** The Union shall select two (2) members to serve on the City's Safety Committee. This committee is comprised of members from all City departments and meets once each calendar month. The purpose of this committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. Union representatives shall be given reasonable amount of time during working hours, to serve on this committee.

**NEW Section 3-** Prior to operating or driving any City owned vehicle, each operator/driver will receive the proper training on the vehicle by a qualified operator.

**NEW Section 4-** On an annual basis any employee who is required to operate a City vehicle will be required to show proof of a drivers license and undergo an DMV records check conducted by PennDOT.

**Article 25: Personnel Files-**No Change

**Article 26: Parking & Mileage Reimbursement-** No Change

**Article 27: Unemployment Compensation**

- **Remove whole article-** City pays regardless and does not need to be included in CBA

**Article 28: Residency-** No Change

**Article 29: Conditions of Employment**

29.01 & 29.02-No change

NEW section (29.03)- "All employees of this bargaining unit agree to abide by an established confidentiality policy defined by the City of Williamsport."

**Article 30: Duration of Agreement**

**30.01-** modify to reflect correct dates mentioned within

**Exhibit A-** Change "salaries" to "Starting Salaries"