CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9061

TITLE

DATE 8-11-20

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND THE AMALGAMATED TRANSIT UNION LOCAL 1496

WHEREAS, the City and the Amalgamated Transit Union Local 1496 ("ATU") are parties to a collective bargaining agreement;

WHEREAS, the respective negotiating committees for ATU and the City have reached an agreement with respect to a five-year contract agreement for the years 2020-2024;

NOW, THEREFORE, BE IT RESOLVED, that the City approves the attached contract agreement as stated and that the Mayor and City Controller be authorized to execute the agreement.

Approved

City Clerk

President
Labor Agreement
Between the
City of Williamsport
And
ATU Local 1496

January 1, 2020 thru December 31, 2024
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ARTICLE 1  AGREEMENT

This Agreement made and entered into as of the first day of January by and between the City of Williamsport, Bureau of Transportation, its successors and assigns, part of the first part, hereinafter referred to as the “City” and Division 1496 of the Amalgamated Transit Union, party of the second part, hereinafter referred to as the “Union”.

ARTICLE 2  PURPOSE

It is the intent and purpose of this Agreement to provide a working understanding between the City and its employees who are members of the union, regarding hours of labor, rates of wages and working conditions; and to establish a plan for the prompt and regular adjustment of grievances or other disputes arising between the City and its employees, who are members of the Union, and the parties hereto mutually agree as follows:

ARTICLE 3  RECOGNITION

1) The Union is recognized as the sole bargaining agent for the employees constituting the bargaining unit, which includes bus operators and garage employees. The City agrees to deal with the duly accredited representatives of said Union as hereinafter provided. As used in this section and hereinafter in the Agreement, the “Employees” shall mean employees of the City as above mentioned who are eligible for membership in the Union.

2) During the life of this Agreement the City will not recognize any other individual, group, or organization for the purpose of collective bargaining in behalf of the employees hereinafter mentioned in this Agreement.

ARTICLE 4  MAINTENANCE OF MEMBERSHIP

1) All transit employees who are members of the Union on the effective date of this Agreement must remain members for the duration of this Agreement. All new employees appointed to positions within the bargaining unit shall at the end of the probationary period, become members of the Union and continue as a Union member for the life of this Agreement.

2) The membership obligations of this section shall be limited to the payment of monthly dues, assessments, and initiation fees uniformly required of members of the bargaining unit.

ARTICLE 5  CHECK-OFF

The City agrees to deduct from the pay of each employee who has signed a Payroll Deduction Authorization Card, any sums certified by the Secretary of the Union as dues, assessments, or initiation fees. Initiation fees shall be deducted over the course of three months in three equal amounts each month. Initiation fees will be reduced by ½ for part-time employees to be collected after their probationary period. If said part-time employee achieves full-time status the balance of the initiation fee will be collected. Part-time employees working twenty (20) hours or more per week will be assessed full Union dues. Part-Time employees working less than twenty (20) hours per week will be assessed a rate to be determined by the Union. Such deductions shall be made from the pay of the individual members and the total deducted shall be delivered to the Union Treasurer. Union agrees to establish a reasonable dues rate for part-time employees based on position and hours worked. It is further agreed that the City agrees to deduct from the pay of each employee any sums authorized by such employee to be paid over to the
Montoursville Area Federal-Credit-Union and WATS-Federal-Credit-Union. Upon payment by
the City of any authorized deductions under this Article to the person or persons designated to
receive the same, the City shall have no further responsibility or liability for the use or
application of any monies so turned over.

ARTICLE 6

NON DISCRIMINATION CLAUSE

Both the City and the Union agree not to discriminate against any employees, or applicant, for
employment on the basis of race, creed, color, sex, marital status, age, national origin, union
activity, or political affiliation. Affirmative action shall include, but not be limited to the
following: employment, upgrading, demotion or termination, rates of pay or other forms of
compensation, and selection for training.

ARTICLE 7

BULLETIN BOARDS

Bulletin boards, with glass enclosures, shall be provided for the exclusive use of the Union.
Bulletins shall be confined to matters relative to the conduct of the Unions business.

ARTICLE 8

SENIORITY

1) Seniority is defined as the length of an employee’s continuous service with the City since
their last date of hire. Seniority shall continue and accumulate during a leave of absence, as
defined in Article 24, or during a layoff, not to exceed one (1) year. After such time period,
the employee’s seniority shall freeze at the accumulated level.

2) All seniority rights shall be lost and an employee shall be deemed terminated under the
following circumstances:

   If the employee:

   a) Quits
   b) Is discharged for just cause
   c) Does not return to work as required when recalled from layoff within seven (7) calendar
days.

3) Employees who are recalled from lay-off but unable to return due to a certified illness shall
be placed on sick leave.

ARTICLE 9

SENIORITY LIST

A classified roster by departments within the Bureau of Transportation shall be posted in a glass
frame where all employees shall have access at all times. The seniority shall be from date and
hour the employee was last hired by the City. The starting date shall be from the date and hour
the employee was first hired by the City for the purposes of determining benefits.

ARTICLE 10

INCREASE IN WORK FORCE

Recall of furloughed employees shall be by seniority, oldest employee first. No new employee
shall be hired until all furloughed employees shall be given an opportunity for reemployment.
Furloughed employees shall be notified of the opportunity for reemployment by registered mail
to their last known address as shown by the records of the City.
ARTICLE 11

REDUCTION IN WORK FORCE

In the event of layoff, the last employee hired in the department shall be the first employee to be laid off.

If a position is eliminated in the Maintenance Department, in lieu of a layoff, the senior employee will have the right to bump into the next lower classification. Said employee’s hourly rate shall remain frozen until the rate of the new classification is equal to or greater than the employee’s new classification.

ARTICLE 12:

WAGES

1. The base wage rate for all employees covered by this agreement will increase as follows:
   • 1/1/2020 – 3%
   • 1/1/2021 – 3%
   • 1/1/2022 – 3%
   • 1/1/2023 – 2.5%
   • 1/1/2024 – 2.5%

2. To recognize and retain employees with ten (10) years of service based upon seniority date, wages will be adjusted as follows:
   • Full Time Employees - $1.00/hour (does not include Shop Foreman or Assistant Shop Foreman)
   • Shop Foreman - $3.00/hour
   • Assistant Shop Foreman - $1.50/hour

3. Classifications

<table>
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<tr>
<th>Bus Operator</th>
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<th>2023</th>
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<th>CDL Van Rate (Starting at 60% and follow pay progression to 75% of current Bus Drive Rate)</th>
<th>2020 at 75%</th>
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<th>2023 at 75%</th>
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<th>Non-CDL Van Rate (Fixed 60% of current Bus Driver’s Rate)</th>
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<th>2022</th>
<th>2023</th>
<th>2024</th>
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<tr>
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<th>2023</th>
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<th>2022</th>
<th>2023</th>
<th>2023</th>
</tr>
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<td>$26.01</td>
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<tr>
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<td>2022</td>
<td>2023</td>
<td>2024</td>
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<td>----------</td>
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<tr>
<td>Hourly Rate</td>
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<th>2023</th>
<th>2024</th>
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</thead>
<tbody>
<tr>
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<td>$20.62</td>
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<td>$21.66</td>
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Vacancies created in each department will be filled by the bidding procedure outlined in the current Union contract, under Article 28.

1) Bus Operators, while instructing new employees, shall receive an additional $1.00 per hour (with supporting documentation).

Employees hired on or after January 2021 shall during their first two (2) years of service be paid a percentage of the applicable rate as specified below:

- Date of hire through 12th month: 90%
- 13th month through 24th month: 95%
- Thereafter: 100%

2) The City reserves the right to accelerate pay progression on an individual basis. This shall apply to the first year only.

3) The following guidelines would be utilized for Non-fixed route/special van service at WBT.


b. Paratransit Vehicle Operator – Position requires a valid PA Drivers License vehicle capacity would be 14 or less passengers.

c. No full-time operator will be paid less than his or her current rate if assigned to either van position.

d. Service covered by this agreement and guidelines include Penn College, ADA service and special service as identified and agreed upon by both management and the Union.

e. This service does not count against the 185 part-time hours.

**ARTICLE 13 OVERTIME**

1) All extra work not covered by extra operators will be assigned to the first operator on the rotation list who is available. No operator will work a double shift except in an emergency.

Operators will be scheduled for ends as well as full runs.

2) Whenever possible operators on their day off will be assigned peg person or be used to fill
open runs not covered by extra operators before using other available operators.

3) Operators who report for peg-person duties and do not receive an assignment shall receive two (2) hours pay, and must be available by phone until 10:00 a.m.

4) It shall be the responsibility of each operator to notify the supervisor or dispatcher on duty of the operator’s availability to work extra or overtime one day in advance (by 10:00 a.m.) by signing the availability sheet when the operator reports for work or by telephone on the operators day off.

5) Operators who do not sign the availability sheet shall be assigned extra work or overtime only when the list of available operators becomes exhausted. In that event the operator with the least seniority will be assigned first.

6) An operator will not be pulled from their bid run to replace another operator. Replacement will be made by an off-duty operator, except in an emergency.

7) The supervisor or dispatcher on duty will notify operators of extra or overtime assignments by 12:00 noon whenever possible.

8) Operators who do not sign the availability sheet but are senior on the rotation list shall have the time counted the same as time worked, but no pay will be received.

9) Any duty performed by a regular operator other than that which is shown on the bid sheet shall be termed extra work or overtime except as provided in Article 39 heretofore.

10) Overtime shall be paid at 1.5 times the regular rate for all hours over forty (40) worked each week. On Sundays, overtime shall be paid at 1.5 times the regular rate for all hours over forty (40) paid each week except as provided in Article 39 (13).

11) An operator that is signed up for overtime and unable to work will be placed at the bottom of the overtime rotation list.

ARTICLE 14  
BEREAVEMENT PAY

1) In the case of death of an employee’s wife, husband, son or daughter, said employee shall be granted five (5) days leave with no loss of pay. The time off shall be taken within a seven (7) day period of the death.

2) In the case of death of an employee’s father, mother, brother, sister, grandchildren, mother-in-law, father-in-law, step-parents, foster parents, or any relative residing in the employee’s home, said employee shall be granted time off from work, with no loss of pay, from the day of death to and including the day of the funeral. In the event that the time between death and the funeral shall exceed three (3) calendar days the employee shall be entitled to compensation for all working days not to exceed three (3) working days.

3) In the event of the death of an employee’s grandparent, wife’s grandparent, brother-in-law, sister-in-law; including wife’s sister’s husband, wife’s brother’s wife, said employee shall be granted time off from work, with no loss of pay, on either the day of the viewing or the day of the funeral.

4) In all cases of death any employee shall, at his own request, receive time off without pay.
No employee, however, shall receive time off due to the death unless he has full and honest intention of attending a viewing or funeral or both. This section shall not be applicable to 1, 2, and 3 listed above.

5) Bereavement pay will be paid in addition to vacation pay if a death occurs during vacation time. These hours shall not count as hours worked for the purpose of computing overtime. Eight hours per day shall be the pay for bereavement occurring during vacation time.

**ARTICLE 15: VACATIONS**

1) Employees shall be awarded vacations each year based on number of years through December 31st of the preceding year, according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Least</td>
<td>But Less Than</td>
</tr>
<tr>
<td>6 months</td>
<td>1 year</td>
</tr>
<tr>
<td>1 Year</td>
<td>5 Years</td>
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<tr>
<td>5 Years</td>
<td>10 Years</td>
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<tr>
<td>10 Years</td>
<td>18 Years</td>
</tr>
<tr>
<td>18 Years</td>
<td>25 Years</td>
</tr>
<tr>
<td>More than 25 years</td>
<td>-</td>
</tr>
</tbody>
</table>

2) Vacation pay shall be paid at forty (40) hours per week for all full-time employees.

3) Extra operators will be paid at the rate of 40 hours per week, or if on a regular operators run, for the hours normally scheduled to work.

4) Selections of vacation periods shall be based on seniority and shall be selected beginning October 15th for all departments.

5) All employees are required to schedule their total vacation. Management reserves the right to assign vacations for all employees who fail to schedule their vacation by February 1st. Changes in schedule may be made by an employee with the approval of their supervisor.

6) After every person has selected their vacation, the supervisor shall publish a vacation schedule. The City reserves the right to adjust the schedule in order to maintain service.

7) Employees who receive five (5) vacation weeks may request pay for one week’s vacation in lieu of actual time off or roll over one (1) week in any given year. Employees must elect this option at the time they bid their vacation. If paid, this time will be included in the first paycheck in December of a given year. A maximum of eight (8) weeks may be rolled over and scheduled upon termination or retirement.

8) The City will add a third (3rd) week to the Vacation Schedule for the week of Memorial Day, the week of the Lycoming County Fair and the week of Labor Day.
ARTICLE 16

PENSIONS

The pension plan shall be the Officers and Employees Retirement Fund.

ARTICLE 17

INJURY PAY

1) Any employee who reports for their days work and is injured while working shall be paid at their regular rate, using sick leave, for all scheduled time lost that day.

2) The City agrees to provide Workers Compensation Insurance for all employees.

3) Employees who are injured and are off more than one (1) day will be placed on sick leave until the employee is determined to be eligible to receive Workers Compensation. Any sick leave paid to said employee will be reimbursed if said time is covered by Workers Compensation.

ARTICLE 18

COURT PAY - JURY DUTY

1) Members attending court, inquest, or any other investigation under instructions from the City will be allowed the difference between the compensation received as witness fees, expenses, etc. and the same compensation they would have earned on their assignment.

2) An employee who is called for jury service shall be excused from work for the days on which they serve, and they shall receive for each such day of jury service on which they otherwise would have worked, the difference between the payment they received for such jury service and the amount they would have received as their normal pay for those days.

ARTICLE 19

HOLIDAYS

1) All members will be paid the hours they would have been scheduled, if it were not a holiday, (or if not scheduled or scheduled less than eight (8) hours, a minimum of eight (8) hours will be paid) for the following holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, and Birthday.

2) In lieu of time off for five more holidays, namely Easter Sunday, President’s Day, Columbus Day, Election Day, and the day after Thanksgiving, each employee will be paid, in addition to the hours earned, eight times their standard hourly rate per day.

3) Holidays that are not worked will not be counted as hours worked for the purpose of computing overtime. Holidays that are not worked will be counted as hours worked for the purpose of computing overtime for Sunday work only except as provided in Article 39 (13).

4) The eight hours holiday pay for Easter Sunday, Presidents Day, Columbus Day, Election Day, and the day after Thanksgiving shall not count as hours worked for the purpose of computing overtime.

5) All hours worked on holidays will be paid at straight time in addition to the above allowance.

6) Employees must have completed their scheduled assignment on the day before and the day after a holiday listed in one above to receive holiday pay unless a doctor’s excuse is presented.
ARTICLE 20  SICK LEAVE

1) On January 1 of each year, each employee shall be credited with 9 days of sick leave. On July 1, each employee shall receive an additional 9 days of sick leave. To receive sick leave an employee shall be actually sick. There shall be no limit to the accumulation of unused sick leave.

2) The City shall offer an incentive attendance plan to become effective 1/1/87. The guidelines are as follows:
   - For each three (3) continuous months of perfect attendance, an employee shall receive a $25 gift card from a local vendor.
   - Perfect attendance is defined as no sick occurrences or miss-outs in a given month.
   - A chart will be posted indicating each employee's perfect attendance on a monthly basis.

3) As noted in the Williamsport City Code, any employee who willfully abuses sick leave may be subject to termination.

4) Employees must present a doctor’s excuse after a second (2nd) sick occurrence in twelve months or will be subject to a one day waiting period.

5) Rate of buy back is $26 per every eight (8) hours. Sick Leave Buy-Back cap will be increased as follows:

   Sick Leave Buy Back cap will be increased as follows:
   - 1/1/2020    $10,500.00 (agreed to remain the same as 2019)
   - 1/1/2021    $11,000.00
   - 1/1/2022    $12,500.00
   - 1/1/2023    $13,500.00
   - 1/1/2024    $14,500.00

ARTICLE 21  CLOTHING ALLOWANCE

1) The City, at its own expense, shall furnish each new employee only a uniform consisting of four (4) trousers, one (1) jacket, four (4) winter shirts, five (5) summer shirts and two (2) ties.

2) Each operator shall be furnished by the City $300.00 per year for uniforms. This shall be paid in two (2) installments at the time when summer and winter uniforms are due. A new employee having received their initial clothing allowance is not eligible for clothing allowance from one year of the date of receipt.

3) If the City desires to change style or color of present uniform they must at their expense buy each employee a complete new uniform, both summer and winter. Each employee will forfeit the allowance of $300.00 for one (1) year if the City exercises this option.
4) The City shall furnish each shop person eleven (11) coveralls or such uniforms as may be suitable for shop work. They shall be summer and winter coveralls. Such shop equipment shall be left at the shop except when removed for the purpose of cleaning or repairing the same. Shop employees not receiving the specified uniforms shall receive $175.00 to be included in the first pay in April. The City shall also provide suitable rain gear if requested by a maintenance employee.

5) Employees shall wear articles of clothing mentioned in this contract when necessary to perform duties only. Articles of clothing declared by the City as unfit for City use may be worn at any time so long as such employee remains on the payroll.

6) Operators and maintenance employees are required to wear full uniforms when on duty.

7) All uniforms will become the property of the employee except when clothing has been purchased for an employee within ninety (90) days of the date that an employee voluntarily severs their employment with the City. In that case, the City shall be reimbursed for the value of the clothing.

ARTICLE 22

LONGEVITY

Compensation based on longevity shall be paid each year based on the following schedule:

<table>
<thead>
<tr>
<th>At Least</th>
<th>But Less Than</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>33</td>
<td>$3960</td>
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<td>34</td>
<td>$4165</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>$4375</td>
<td></td>
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</tbody>
</table>

Longevity pay will be computed as of October 1 of each year and will be payable with the first pay of November on separate check.

Longevity pay will be capped at 35 years with option to buy one (1) week of vacation after thirty (30) years of service utilizing longevity pay (seventh (7) week cannot be used as carryover). If employee opts out, they will receive their full earned longevity.

**ARTICLE 23**

**REPORT PAY**

All employees shall receive a minimum of two hours pay at their established rate when called for work on their day off, or when assigned extra work or overtime on days they do not have off. Layover time and non-work time will be paid at straight rate.

**ARTICLE 24**

**LEAVE OF ABSENCE**

1) Leave of Absence not to exceed three months without loss of seniority may be granted to any employee upon five days written notice. They may return to work by giving five days written notice.

2) Life Insurance and Hospital Coverage shall be maintained while an individual is on a leave of absence.

3) When an employee returns after a leave of absence, they must work at their position at least six months before they are eligible for an additional leave of absence. Before beginning a leave of absence, the employee shall return all City property.

**ARTICLE 25**

**PROBATIONARY EMPLOYEES**

Employees shall remain probationary, and shall not become regular employees until after six (6) months. Probationary employees shall have no seniority rights and may be disciplined, terminated or laid off at any time in the sole discretion of the City, not subject to the grievance and arbitration procedure set forth in the Agreement. Probationary employees shall be paid as set forth in Article 12.

**ARTICLE 26**

**PART-TIME EMPLOYEES**

1) No part-time employees shall be used when regular employees are available for work except where working conditions and types of work shall be mutually agreed to by the City and the Union. Part-time operators shall work no more than one hundred eighty-five hours (185) per week.
2) In no case shall there be more than two (2) part-time maintenance employees working more than twenty-five (25) hours per week. Said employees may work more than 25 hours but less than 35 hours per week upon approval of the shop steward. At least one of the part-time positions must be a laborer.

3) The City and Union will establish a set of general provisions concerning the use of part-time operators. (Attachment A)

4) Part-time operators will be paid the hours they would have been scheduled, if it were not a holiday, (or if not scheduled or scheduled less than eight (8) hours, a minimum of eight (8) hours will be paid) for Christmas Day.

ARTICLE 27

PROMOTIONS

1) When a vacancy occurs in a department, the job shall be posted for bid within three (3) working days. Employees within the department shall have three (3) working days after the posting of the notice to bid the vacancy. If no bids are received or are rejected, the job will be posted again for all other employees to bid. These employees shall have an additional three (3) days in which to bid the vacancy.

2) The employees selected will be given up to thirty (30) working days to qualify on the job. If they do not qualify they will be returned to their previous job, without loss of seniority, and the City may fill the vacancy at its discretion.

3) The City reserves the right to reject any or all bids for just cause.

4) Employees (hired after 1/1/90) promoted from one class to another within a department or from one department to another shall, during the following eighteen (18) months be paid a percentage of the applicable rate as specified below:

<table>
<thead>
<tr>
<th>Date of promotion</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>through 6th month</td>
<td>current wage plus 25% of the difference from the current wage rate and the same level of the new rate.</td>
</tr>
<tr>
<td>7th month through 12th month</td>
<td>current wage plus 33% of the difference from the current wage rate and the same level of the new wage rate.</td>
</tr>
<tr>
<td>13th month through 18th month</td>
<td>current wage plus 50% of the difference from the current wage rate and the same level of the new wage rate.</td>
</tr>
<tr>
<td>Thereafter</td>
<td>current wage plus 100% of the difference from the current wage rate and the same level of the new wage rate.</td>
</tr>
</tbody>
</table>

ARTICLE 28

BIDDING OF RUNS

1) Runs shall be bid in by seniority and all runs shall be posted for bid March 1, June 1, September 1, and December 1, and take effect the first Monday of January, April, July, and October.

2) Whenever new runs are established, or when a run is changed one or more hours per shift, all runs shall be posted for bid within 10 days.

3) Any operator who does not bid within twenty-four (24) hours of their turn shall lose their turn and be passed up.
4) Drivers must leave with the supervisor of drivers and the union representative a list of bids, first, second, and third choices, before going on vacation.

5) Bids will be accepted by telephone from drivers on sick leave.

6) The City reserves the right to assign all runs not bid to available drivers.

7) All runs on the bid sheet shall consist of thirty-five (35) hours or more. At least seventy percent (70%) of the runs must be forty (40) hours.

8) In lieu of established part-time work for the Lycoming Mall service, the City reserves the right to allocate five (5%) percent of the current bid sheet to part-time operators.

ARTICLE 29  TEMPORARY DUTY

When an employee is assigned to work in any classification or on any job other than their own, they shall be paid their regular rate, or the rate for the job to which they have been temporarily assigned. In no event shall a mechanic in such a case, be paid at a rate lower than their regular rate. (Attachment B)

ARTICLE 30  GRIEVANCE AND ARBITRATION

1) Should any difference arise between the City and the Association, as to the true intent and meaning of any provision of the Agreement, which cannot be mutually and amicably adjusted, the same shall be submitted at the written request of either party to arbitration, which request shall set forth the matter in dispute.

2) Grievances shall be processed in the following manner;
   a. The employee, either with or without the Union Representative, shall attempt to settle the difficulty with the employees’ immediate supervisor, within three (3) working days of the occurrence of said difficulty.

   b. Should they fail to reach a satisfactory settlement of the difficulty, the employee shall put their complaint in writing within ten (10) days of the date on which the employee was aggrieved and shall discuss it, either with or without the Union Representative, with the immediate supervisor and the representative of the City next higher in authority.

   c. If the matter cannot be there settled, it shall be referred to a conference committee hereinafter created for final disposition.

   d. Where the City desires action, complaints or grievances shall be first filed with the conference committee, and shall then proceed in the same manner as complaints or grievances by an employee.

   e. A conference committee shall be established which shall be composed of three (3) representatives of the City and three (3) representatives of the Union who shall be the President or Vice-President and two (2) other employee members of the Association with two (2) alternates, for the purpose of adjusting all disputes referred to it in writing by either the City or the employee after failure of the above procedure. Any disputes submitted to the conference committee which are resolved amicably shall be final and conclusive and not subject to further grievance or appeal or other action either in the
courts or through the grievance procedure.

f. In the event that any matter is not settled within a reasonable time not to exceed thirty (30) days after submission to the conference committee, either or both parties to this contract may ask for the services of a conciliator of the Pennsylvania Bureau of Mediation and Conciliation, but the parties may agree to waive conciliation and proceed directly to arbitration.

g. If the conciliator is unable to adjust the dispute and either party so requests, or in the case of waiver of conciliation, the dispute shall be determined by arbitration before an impartial arbiter designated by the Pennsylvania Bureau of Mediation and Conciliation. The arbiter shall have the preliminary power to determine what is arbitrable. The final decision of such arbiter shall be binding upon both parties and the expense of the arbitration shall be borne equally by the parties of this Agreement.

h. Both the Employer and the Union shall make every effort to reach the earliest possible settlement of matters at the lowest level in the procedure and any settlement reached at any step shall be final and conclusive.

3) Because of the provisions made herein for the settlement of grievances or complaints, there shall be no strikes by the employees of the City and no lockouts by the City, and the Union agrees it will not participate in direct or encourage any slowdown, reduction in efficiency or other interference with the usual and orderly operation of the business of the City.

4) In cases of discharge or suspension that are submitted to arbitration, the arbiter may in either case that is referred to them by either party amend, revoke, revise or uphold the action of the City and shall have authority to order or not to order retroactive pay in full or in part as they deem advisable.

ARTICLE 31

DISCIPLINARY DISPUTES

1) In matters of discipline it is agreed that an employee shall be informed as soon as possible of any alleged misconduct or violation of the rules and in no case shall any employee be charged with or be required to answer to any offense not called to their attention in writing or mailed to the address of record with the city as soon as practicable, but, in all cases, within five (5) days exclusive of Saturdays and Sundays after the City has knowledge thereof, but not more than thirty (30) days after the occurrence, except that in the case of misappropriation of the City property and/or funds, it shall be called to the attention of the employee within ten (10) days after the company has knowledge thereof.

2) An employee shall not be discharged or have record entered against them, except in the cases of drinking as defined in the rules of the City or misappropriation of City property and/or funds, without first having a hearing which shall be held within ten (10) days after the date the employee is charged with the alleged offense. At a reasonable time prior to the hearing, the employee shall be apprised in writing of the precise charge against them. At the investigation or hearing the employee may be accompanied by representatives of their own choosing who are members or officers of Local 1496 and who shall be permitted to question witnesses and otherwise represent the individual involved. The employee shall not be entitled to bring a lawyer at the investigation or hearing who is not a member of Local 1496. The employee shall have reasonable opportunity to secure the presence of witnesses of the
occurrence under investigation and the City shall have the opportunity to produce witnesses. The City shall furnish the accused employee with a stenographic transcript of the testimony, if one is taken. Where the accused employee so desires, they may obtain their own reporter. If, as a result of a grievance in which the employee is found not guilty, it is found that they have been deprived of wages and benefits, the employee shall be reimbursed by the City for all time lost during investigation. Any wages or any unemployment compensation received or entitled to be received for work during suspension shall be deducted from any back wages due such employee.

Any discipline or suspension assessed against an employee must be started within fifteen (15) days and completed within ninety (90) working days of date on which the employee has been notified of such discipline or suspension otherwise such discipline or suspension is null and void.

**ARTICLE 32**

**EQUIPMENT**

1) The City shall make available any necessary protective clothing to any employee who requires it.

2) The City shall reimburse shop employees (within thirty (30) days of the date the maintenance supervisor receives the required receipts) for the cost of the required tools, including safety shoes or safety glasses, up to $500.00 per year. The City reserves the right to determine in advance whether or not the items listed above are required. Any equipment purchased under the provisions of this article shall become the property of the employee. If safety shoes are purchased, they must be worn.

**ARTICLE 33**

**HOSPITAL COVERAGE**

All insurance benefits currently in force and provided for by Ordinance, regulations, or practices of the City of Williamsport as of January 1, 1974, shall be maintained for the duration of the Agreement.

Effective upon execution of this agreement, the City agrees to provide health insurance coverage through a Preferred Provider Organization (PPO) Plan. Coverage shall be provided as described in *Program of Blue Cross and Blue Shield Benefits for Employees of the City of Williamsport, Pennsylvania*, Published by Blue Cross and Blue Shield of Northeastern Pennsylvania.

The Union agrees to accept the $500 health insurance deductible for existing employees. Employees who elect the City hospital coverage plan will receive $500 deposited into a health reimbursement account (HRA) plan in an effort to offset the cost to the employee for the deductible.

Effective January 1, 2021, new employees will not receive $500 deposited into a health reimbursement account (HRA) plan.

To help control escalating cost of health insurance, the Union will accept a prescription plan
consisting of a three-tier co-pay of $8/ $15/ $30.

The City shall provide all full time (working at least 30 hours per week) employees with group health insurance. New employees or employees transferring into the Union will be eligible for coverage their first day.

An employee who is eligible for medical insurance through his/her spouses’ program and elects for that coverage (for employee and spouse or for family), instead of City coverage shall receive thirty-five (35%) of the net savings on insurance costs by the City per year. These employees will receive $250 deposited into a health reimbursement account (HRA) plan.

Effective January 1, 2021, new employees who do not elect medical coverage will not receive $250 deposited into a health reimbursement account (HRA) plan.

Effective January 1, 2021, new employees are not eligible to receive thirty-five percent (35%) of the net savings on insurance costs by the City per year. New hires are not eligible for a medical buyout.

If an employee’s spouse loses health benefits coverage, an employee may reinstate insurance coverage by notifying the City in writing within 30 days of loss of such benefits. Employee will reimburse the City on a pro-rated basis, for any payments they have received, but were not entitled to.

Employees will be subject to the following health insurance cost sharing:
- Employees hired on or after January 1, 2021 will pay 3% of the premium for individual employee coverage and 5% of the difference between the individual and dependent coverage.

Effective January 1, 2021 all employees employed as of January 1, 2021 shall pay a percentage of the premium cost for health coverage based upon their years of service to the City as of January 1, 2021. Percentage of employee contributions will be determined on a ten (10) year tier structure as defined below:
- 0-9 years of service: 2% premium cost of the selected plan (single, husband/ wife, employee and child(ren), or family).
- 10-19 years of service: 1% of premium cost of the selected plan (single, husband/ wife, employee and child(ren), or family).
- Over 20 years of service: No cost sharing.

**Retiree Hospitalization For Employees Employed Prior To The Execution Of This Contract Only**

**Under 65 Retiree:** Eligibility is based on qualification for a full pension. Baseline requirement is 30 years of service at age 60.

The minimum age to receive retiree only hospitalization is 60 years of age in addition to 30 years of service.
**Calculation: Age + m Years of Service must equal (=) 90**

- 61 years of age + 29 years of service = 90
- 62 year of age + 28 years of service = 90
- 63 years of age + 27 years of service = 90
- 64 years of age + 26 years of service = 90

Employees that meet the qualification for a full pension, excluding age, or have become eligible for a disability pension will qualify for said benefits. (For example, if someone is 55 years of age with 35 years of service, they would be eligible for retiree healthcare when they turn 60 years of age.

Over 65 Retiree: Will receive a $500 monthly contribution to cover the cost of retiree health care coverage. For example, if the cost of the plan is $300/month, the retiree will receive $200 a month deposited into an HRA. The maximum contribution for a retiree over 65 is $500. If the cost of the plan exceeds $500, the retiree would pay the difference and no funds will be deposited into an HRA.

Employees who do not take the over 65 health care plan will receive the difference deposited into an HRA.

**Family and Medical Leave of Absence**

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.

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 ss825 for specifics on the law.

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.

Any additional time taken outside the recommendations made by the Health Care Provider/Doctor (stated within document reference in Section 3 above) 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 34

LIFE INSURANCE

1) The City shall provide Life Insurance coverage for each full-time employee in the amount of $30,000.

2) All of the Life Insurance in force shall have accidental death and dismemberment with a principal sum of $30,000 including losses resulting for occupational accidents. The details of this coverage shall be as specified in the contract between the City of Williamsport and its group life insurance carrier.

3) The City shall provide Life Insurance coverage for each retiree from, the Bureau in the amount of $10,000, provided that they are entitled to a pension as stipulated in the Officer’s and Employee’s Pension Fund.

ARTICLE 35

FELONIOUS ASSAULT INSURANCE

The City will provide Felonious Assault Insurance of up to $50,000 for death or loss of limb or eye resulting from injuries sustained as a result of a criminal act of violence directed at the employee while such employee is about the business of the City.

ARTICLE 36

UNION ACTIVITIES

1) No union activities shall be conducted on City time or City property except in connection with the adjustment of grievances or the negotiation of agreements. The negotiating committee of the union, with a limit of four members, shall be granted time off with pay from their regular duties for the purpose of negotiating agreements. Such pay will only be for regularly scheduled time lost, and shall not count as hours worked for the purpose of computing overtime.

2) There shall be union business leave without pay in the amount of ten total man days for the purpose of attending conventions, etc.

ARTICLE 37

MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the management of the property and the direction and arrangement of the working forces, including the right to hire, suspend, discharge or transfer for cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, provided that this will not be used for purposes of discrimination against any member of the Union because of Union activity. In addition, management rights include the following:

1) The location of business, including the establishment of new units.

2) The right to institute new runs.

3) The right to discontinue present runs.
4) The right to require physical examinations of the employees from time to time at its expense.

5) The right to select personnel for supervisory and dispatching jobs.

6) The right to determine the size of the working forces.

7) The maintenance of discipline and control and use of the property.

8) The scheduling of operations and number of shifts.

9) The determination of safety, health and property protection measures.

10) The right to have any operator or mechanic instruct a new employee as part of their regular duties.

11) The right to institute in-house training programs for employees, or to demand that an employee take part in outside training programs, provided that the City pay the cost of any such training program. Any employee required to attend such training programs will be paid for all hours at their straight time rate.

12) The above enumerated management rights do not preclude the City from exercising other management rights not specifically mentioned herein.

**ARTICLE 38  DUTIES OF REGULAR OPERATORS**

1) Regular operators shall operate all regularly established runs, except as provided in Article 39, Sub-Section 1a, defining duties of extra operators.

2) Any operator who shall miss-out, neglect or otherwise not appear for their daily assignment of work, shall be penalized that day’s work and in order to work the following day, they shall be required to report their availability for duty before 10:00 a.m. of the day they miss out.

   a. In the event of a p.m. miss-out the employee must report their availability for duty for the next scheduled day, by 5:00 p.m. of the day of the miss-out.

   b. The City agrees to have a person on duty to receive calls between 9:30 a.m. and 10:00 a.m.

3) Any duty performed by a regular operator other than that which is shown on the bid sheet shall be termed extra work except as provided in Article 39 hereafter.

4) Regular operators when sick must report off to the supervisor or dispatcher on duty 30 minutes prior to their a.m. report time, or be considered a miss-out.

5) Regular operators when sick, desiring to report off a p.m. run must do so before 10:00 a.m. to the supervisor or dispatcher on duty, or be considered a miss-out.
6) A regular operator standing peg must perform all duties pertaining to peg that do not interfere with said operators bid run. Regular operators standing peg must also perform all duties required by their bid run.

7) Operators shall not leave duty until properly relieved.

**ARTICLE 39**

**DUTIES OF EXTRA OPERATORS**

1) Extra operators will work from the extra board until they accumulate forty (40) hours. After that all time on the board will be distributed from the Overtime Availability List.

   a. Extra operators shall operate regularly established runs on the days the regular operators are off duty and all assignments other than regular runs.

2) All chartered or special trips shall be classified as extra work. However, regular operators shall have choice of charter or end, whichever they so desire. If there are not enough extra operators available to fill both the ends and charters, regular operators shall be used.

   a. Operators used on charters shall be paid on a continuous basis from the time they report on duty until released at the home terminal after completion of their duties, except that in case of overnight charters the driver shall receive ten (10) hours pay per day or actual hours on duty, whichever is greater. They shall be reimbursed for reasonable meals and lodging expenses on charters or special trips of over eight (8) hours upon presentation of receipts for same to the City. On all charters starting and ending after 7:00 p.m. a minimum of two (2) hours will be paid.

3) In order to insure an equal distribution of time and pay, all extra work shall be assigned to said operators in rotation as follows:

   a. A list of extra runs or work for the following day shall be posted daily prior to 1:00 p.m.

   b. The extra operator entitled to the first run of seven (7) hours or more each day shall be the operator at the top of the extra list regardless of the number of hours said run may require and all remaining runs, either morning or afternoon, shall be distributed in the same manner of rotation.

   c. If two runs are open and scheduled out at the same time, the operator in line for the first run, according to daily rotation, shall receive the run requiring the greatest number of hours.

4) All extra operators, each of whom are available for work six (6) days in each week of the pay period, and provided further that all reports are made, will be guaranteed forty (40) hours for each week of the pay period. This period is to run Monday through Saturday inclusive.

5) Extra operators shall not lose their guarantee for the time lost due to sickness or military duty. Such sick time or time not worked due to military duty shall be counted in computing
the guarantee.

6) When it is known that any assignment is to be open five (5) or more calendar days, senior extra operator in turn will be permitted to bid the run as a hold-down. The period of a hold-down will be from Sunday to Sunday.

7) An extra operator, who, through no fault of their own, has been deprived of a run to which they were entitled shall be guaranteed pay for the same, except if they do receive an assignment for that day, they shall only receive any difference that may be due them as a result of the run-around.

8) Extra operators working hold-downs shall be considered as regular operators and come under all privileges covering regular operators for a period of the hold-down at their basic rate.

9) Any extra operator who shall miss-out, neglect or otherwise not appear for their daily assignment of work, shall be penalized that day’s work and in order to work the following day, they shall be required to report their availability for duty before 10:00 a.m. to the supervisor or dispatcher on duty.

10) An extra operator when sick must report off 30 minutes prior to the a.m. report time, and before 10:00 a.m. for p.m. report time.

11) It shall be the duty of the peg person to perform all duties pertaining to their position on the extra list while holding such position.

12) Extra operators shall not leave duty until properly relieved.

13) Operators working charters will be paid at straight rate while on lay-over unless the charter is assigned.

ARTICLE 40   WORKING CONDITIONS

1) The City will make toilet facilities available for operators. Suitable sanitary conditions will be provided in the garage for the use of the employees. Sufficient lockers will be available for the accommodation of employees, and wash bowls, soap, and paper towels will also be provided.

2) When operators are relieved on the street they shall be allowed fifteen (15) minutes turn-in-time. The City reserves the right to specify a place for turning in receipts. Operators, when at the completion of their regular runs or ends in the evening, shall be allowed up to fifteen (15) minutes for returning to the bus garage.

3) Employees will be paid five dollars ($5.00) for properly making out accident reports after their tour of duty. The accident reports must be made out and given to the Bureau before leaving the garage.

4) Operators shall be compensated for all lay-over time on all runs and trips except in the case of over night charter, as noted in Article 39, Section 2a.
5) Operators shall be paid for all delays due to breakdown, traffic conditions, storms, or other conditions beyond the control of the operator.

6) When any regular or extra operator becomes sick on the job, any operator available will relieve regardless of sheet, subject to three (3) days penalty for refusal. The proper operator will then be notified to relieve.

7) When an extra operator reports off on a day when they will be first operator out, the operator will be first out the following day only if no operator below them makes seven (7) hours.

8) When an operator misses out three (3) times in a ninety (90) work-day period, they shall be penalized three (3) days off without pay effective 1/1/90.

9) When an operator misses out six (6) times in twelve (12) months, they shall be automatically discharged from their employment with the City effective 1/1/90.

10) A Miss-Out is defined as any operator who fails to report before the time shown on the bid sheet or extra board. All operators shall report to the garage before going to work in the a.m. or p.m. or be considered a miss-out. An operator starting their run from the garage must report in person. Operators starting their runs downtown shall report by phone when they are ready to relieve or be considered a miss-out.

11) A miss-out caused by a health emergency shall still be considered a miss-out; however, the operator will receive sick pay for the hours missed.

**ARTICLE 41**

**MISCELLANEOUS**

1) All employees of the Bureau of Transportation and their spouses shall receive free transportation over the City lines.

2) All employees will be paid at least every two weeks.

3) Employees enlisting or entering the Armed Forces of the United States Government pursuant to the Selective Service Act shall be granted all rights and privileges provided by the Act. And, in addition thereto, it is understood and agreed that all employees referred to in the foregoing sentence shall retain their seniority rights during their tour of duty with, the Armed Forces as required by said Act.

4) No smoking shall be permitted in the buses by operators. Operators will also refrain passengers from smoking in the buses.

5) The City shall make available two beepers or equivalent for the extra operators.

6) Effective January 1, 1990, employees of the Williamsport Bureau of Transportation are required to establish and maintain their principal place of residence within the boundaries of an area described to be within a twenty (20) mile radius (air miles) of the City Hall of the City of Williamsport. Newly hired employees of the Williamsport Bureau of Transportation will be required to establish and maintain their principal place of residence within the area described
above within the period described by municipal ordinance but not more than (90) days after their
date of employment or the end of the probationary period which ever is longer. In the event of a
situation determined to be an emergency by the dispatcher that requires a call-in of an employee
or employees, the dispatcher at their discretion may disregard the overtime, availability or
rotation of extra operators to handle the emergency, if the distance of principal residence of an
employee or employees from the City Hall is in their judgment a critical consideration in the
response time necessary for proper resolution of the emergency.

7) The City of Williamsport and Bureau employees will be responsible to comply with federal
rules and regulations related to The Drug-Free Workplace Act of 1988", Commercial
Motor Vehicle Act of 1986", and the Omnibus Transportation Act of 1991". It is the intent
of the City to work with the Union to comply with these rules and regulations.

9) The City shall reimburse all employees (within thirty (30) days of the date the supervisor
receives the required receipt) for the cost of maintaining a CDL Commercial Drivers
License.

10) All employees hired after the execution of this contract will follow the residency
ordinance #6384. Please see attachment C.

ARTICLE 42

PEG-PERSON

1) In order to protect regular runs, there shall be at least one (1) operator on peg for which said
peg, or stand by operator or operators, shall be entitled to two (2) hours pay unless they
receive an assignment, in which case their time shall commence from the time of reporting
for work, and continue until the assignment is completed.

2) Peg person will operate any runs, ends, or relief needs that occur during the day, unless they
conflict with their bid run. They shall not pass up any work until they have worked seven
hours.

3) If two (2) runs going out at the same time become open and only one peg person is
available, any extra operator available will take the run until the peg person next in line
reports. Peg persons time will start when they first catch the run.

4) Any operator who reports off a.m. extra and job of peg falls below them, they cannot work
anything more than they were listed for. They will be passed up only if the next operator
works seven (7) hours or more.

5) If next operator is called when peg person catches a run and all a.m. operators are present,
the next peg person is notified but is not to report to garage. However, they receive no pay
for merely being notified.

6) When peg person catches a run and the operator below them does not answer their
telephone to come and stand peg, then the operator who does come in for peg shall be first
out the following day.

7) As part of their regular duties, the peg person may be required to start, warm-up, move and
inspect buses.
ARTICLE 43

PAST PRACTICE

Before making any change in any rule, regulation or provision now affecting employees beneficially, and which has been enjoyed in the past, the City will give the Union due and timely notice of its intention and agrees to discuss said change with the Union.

ARTICLE 44

WORKING CONDITIONS FOR SHOP AND GARAGE EMPLOYEES

1) All overtime work performed in the garage will be distributed equally, subject to the type of work to be done. Refusals shall count the same as time worked, but no pay will be received.

2) At least one hour notice shall be given all employees when asked to work overtime immediately following their regular tour of duty. A minimum of two hours work will be guaranteed upon failure to give such notice.

3) Any member shall have the right if they so desire to pass up overtime, provided another qualified employee is available at the time to take their place.

4) No change in regularly scheduled hours for garage force shall be made without at least forty-eight hours notice.

5) The City agrees that all reasonable precautions will be taken to insure the health and safety of garage employees. All necessary steps will be taken to comply with standards of the Pennsylvania Department of Environmental Resources and Department of Labor and Industry.

6) The City reserves the right to establish one thirty-five (35) hour work week in any classification, in consultation with the shop steward.

7) On call for maintenance employees will be distributed from the Overtime Rotation for the Maintenance department. They will be paid straight time as follows:
   • Half of the time on call but not to exceed two (2) hours.

ARTICLE 45

GARAGE JOB CLASSIFICATION

1) CLASS A DIESEL MECHANIC
   a. The Class A Diesel Mechanic shall possess the qualifications to service, troubleshoot, perform tune-ups, and repair or replace major or minor components and systems of a transit vehicle including, but not limited to the following: diesel engine, transmission, climate control, suspension, electrical, and wheelchair lift systems.
   b. They shall be able to perform body work, welding, and related adjustments.
   c. They shall possess a valid PA State Inspection and Drivers license of the appropriate class.
   d. They shall be qualified to operate the wrecker for towing and recovery.
e. They shall not, except under the direct supervision of a Master Mechanic, perform major rebuilding tasks such as engines and transmissions.

2) **CLASS B DIESEL MECHANIC**

a. The Class B Diesel Mechanic may perform preventive maintenance, minor mechanical and repair work including, but not limited to, the following: replacement of parts such as brakes, batteries, belts and hoses; adjustment of such items as steering and brakes; road test.
b. They shall possess a valid PA drivers License of the appropriate class.

3) **MECHANICS HELPER**

a. The Mechanics Helper may assist any class of mechanic in the performance of their duties.
b. Their duties shall involve minor mechanical repairs (i.e. tire changing, fixing light bulbs, replacing mirrors, etc.)
c. They shall possess a valid PA drivers License of the applicable class.

4) **LABORER**

a. The Laborer shall not be required to perform any mechanical duties.
b. Their duties shall include, but not limited to, the following: janitorial work, washing, cleaning, and servicing buses, grounds keeping, minor building maintenance such as painting and running errands.
c. They shall possess a valid PA drivers license with the appropriate CDL classification. Any maintenance employee required to perform a task listed in a lower classification will not be paid a lesser rate than their current classification. Employees required to perform a task in a higher classification may request the standard rate established for that classification. A current employee that cannot meet the above provisions specific to their classification will not be subject to another classification without full consideration of proper training.

5) **SHOP FOREMAN**

a. Positions in the Maintenance Department to include additional responsibilities to allow for promotional and training opportunities.

6) **ASSISTANT SHOP FOREMAN**

a. Positions in the Maintenance Department to include additional responsibilities to allow for promotional and training opportunities.
ARTICLE 46

SEVERABILITY

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 47

NO STRIKE, NO LOCKOUT

1) During the term of this Agreement, there shall be no strike, picketing, sit-down, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment or any direct or indirect interference with the City's operations. The City agrees that no lockout against any or all of the employees shall take place during the life of this Agreement.

2) The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit.

ARTICLE 48

OFF DUTY CRIMINAL ACTIVITY

Employees arrested, charged, or convicted of a felony or other crime involving moral turpitude shall be in violation of WBT's Rules and Regulations and disciplined as follows:

1) Upon notification, employee shall be suspended with pay until preliminary hearing.

2) If prima facie evidence exists to hold an employee over for trial, said employee shall be suspended without pay.

3) Employee shall be terminated if convicted or if employee pleads guilty.

4) Employee shall be reinstated with back pay (not to exceed one year) if found not guilty or charges are dismissed. If conviction or guilty plea is set aside by appeal, employee will be eligible for reinstatement without pay for the next available position for which he originally was qualified.

When an employee is suspended or discharged for the above, an officer of the Union shall be notified as soon as possible.

ARTICLE 49

PERSONNEL FILES

There shall be an official personnel file for each employee. The content of an employee's personnel file, excluding pre-employment information, is available for examination by the employee. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the personnel officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. An employee is entitled to have representative with him/her while reviewing his/her own file. After one year, any contents that are disciplinary may be removed upon the mutual agreement of the employee and the personnel officer. After two years, any contents that are disciplinary shall be removed at the request of the employee if no intervening incident of the same or similar nature has occurred.
ATTACHMENT - A
PART-TIME OPERATORS

General Provisions

Notwithstanding any provision of this Agreement to the contrary, the Williamsport Bureau of Transportation will hire part-time operators in accord with the provisions set forth below:

1) Part-time operators shall be covered under the Sections of the Agreement dealing with the Union Membership, Union Representation, Grievance Procedure and Arbitration.

2) No part-time operator shall work more than twenty-five (25) hours per week unless no regular operators are available.

3) Part-time operators shall not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically granted herein.

4) Part-time employees are entitled to 1/2 regular clothing allowance. Part-time operators are entitled to holiday pay for Christmas Day, as noted in Article 26, Section 4.

5) Part-time operators shall not accrue seniority while so employed. A part-time operator who applies and is accepted for employment as a full-time operator shall for all purposes accrue seniority only from the date of his/her hire as a full-time operator.

6) Part-time operators shall be paid at the same hourly wage rate as full-time operators up to and including 90% of the base wage rate. For purposes of the hiring progression, 173 hours worked will be considered as one month.

7) Part-time operators working conditions and types of work shall be mutually agreed to by the Bureau and the Union. Types of work initially agreed to are as follows:

- New line service outside of WBT’s current service area such as limited service to the Lycoming Mall or Jersey Shore. In lieu of established part-time work for the Lycoming Mall service, the City reserves the right to allocate five (5%) percent of the current bid sheet to part-time operators.

- New line service within WBT’s current service area that does not replace or restructure current routes such as the Trolley Bus proposal.

8) Part-time operators shall perform such work as is assigned to them and shall be paid for all
time during which they are required by the Bureau to perform any duties.

9) In accordance with requirements of the law, part-time operators will be covered by the provisions of the Social Security Act and will be covered by such other benefits as are legally required.

10) No full-time operator shall be laid-off while a part-time operator is employed unless said operator waives the right to existing part-time work. A full-time operator who waives the right to part-time work shall be entitled to all provisions to recall rights according to seniority and all benefits to unemployment compensation.

11) If a full-time operator elects part-time work instead of a layoff, the full-time operator will be entitled to continued benefits under Articles 33 and 34 and their current wage rate if it exceeds 90% of the base wage rate.

ATTACHMENT - B
TEMPORARY DUTY

1) Full-time Temporary Duty assignment will be posted in advance to be permitted to be bid as a hold down.

2) Full-time Temporary Duty assignment will be assigned to the least senior extra operator if passed over.

3) Extra operator on full-time Temporary Duty assignment shall be paid the rate for the job to which they have been temporarily assigned.

4) Daily Temporary Duty assignment will be assigned to the least senior available extra operator.

5) Extra operator on a daily Temporary Duty assignment shall be paid their regular rate. If total hours worked on Temporary Duty represents more than fifty (50%) percent of hours worked in a week, operator shall be paid the rate for the job to which they have been temporarily assigned.

6) Extra operator on full-time or daily Temporary Duty assignment shall not operate a bus in service unless there is an emergency.

7) Hours worked on a daily Temporary Duty assignment shall count towards the forty (40) hour guarantee.

8) Extra operator on a daily Temporary Duty assignment shall be passed over on the daily rotation in order to cover an assignment.

9) Extra operator returning to the daily rotation from a daily Temporary Duty assignment shall be placed in the rotation by seniority.
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<th>Pecuniary Benefits</th>
<th>Full Pension</th>
<th>Full Pension</th>
<th>Full Pension, Reduced for early retirement</th>
<th>Full Pension (Reduced early benefit may be elected at age 55)</th>
<th>Full Pension multiplied by annual years of service divided by 20 (Reduced early benefit may be elected at age 55)</th>
<th>Receiving of member contributions without interest</th>
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Note: "Full Pension" refers to a monthly benefit of 50% final average compensation. "Reduced early benefit" refers to a monthly benefit of 50% final average compensation, reduced if age 55 or oldest. Pension benefits are calculated as of beginning of DRO period.

City of Williamsport Officers and Employe Pension Plan Qualifications and Benefits
CITY OF WILLIAMSPORT, PA
FILE OF CITY COUNCIL
BILL No. 1756-20
SESSION OF 2020

Approved on first reading
This day __________ of March, 2020
Members of City Council:
ALLISON, MIELE, KATZ, YODER
MACKAY, FULIZZI, BANKS
Approved on final reading
This day __________ of April, 2020

AN ORDINANCE
An Ordinance
Providing for Residency Requirements for City Employees

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF
WILLIAMSPORT as follows:

SECTION I: - Definitions
A. "Employee" means any person appointed to any position of employment by the City,
whether such employment is full time or part time; provided such person receives
financial compensation from the City subject to withholding taxes by the State or
Federal Government.
B. "Residence" means the actual domicile where a person normally eats and sleeps and
maintains his normal household.

SECTION II: - Residence

All non-union persons who become employed on or after the effective date of this ordinance
shall be or shall become residents of the City within 240 days from the first date the employe
reports to work. Failure to do so shall result in termination of employment with the City of
Williamsport.

SECTION III: - Continued Residence

All employees who, at the time this Section becomes effective, are residents of the City shall
be required to maintain such residence during the Continuance of their employment. All new
employees, once their residence as set forth in Section II is established, shall be required to
maintain such residence during their employment. Failure to do so shall be determined to be a
voluntary termination of employment.

SECTION IV: - Exceptions
A. The Residency Requirements as set forth in this Ordinance shall not apply to those
employees subject to a Collective Bargaining Agreement which provides for a less
restrictive residency requirement.
B. The Residency Requirements as set forth in this ordinance shall not apply to any
employee who is required by operation of law to reside within the City of
Williamsport.
AN ORDINANCE

C. If there is ample evidence that there are no qualified candidates within the City Limits or a candidate who is overly qualified and will produce results that will benefit the City, a vote should be allowed by City Council of a 2/3 vote to hire that candidate. In that case, Council will request to sit in on all interviews to be able to override this ordinance.

SECTION V: In all cases of employment subject to collective bargaining units where candidates are equally qualified and a resident of city is a candidate, the opportunity of employment shall be given to the City resident.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT THAT this Ordinance shall take effect (20) days after enactment.

This ordinance approved/vetoed this 2nd day of April 2020

ATTEST:

City Council President

Mayor