

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9078

DATE 10-15-20

TITLE

Resolution Approving a Collective Bargaining Agreement between the City of Williamsport and the Williamsport Firefighters Local 736

WHEREAS, the City of Williamsport and the Williamsport Firefighters Local 736 have negotiated a collective bargaining agreement beginning January 1, 2020 and expiring December 31, 2024;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport approves the collective bargaining agreement as outlined in the attached proposal;

HEREBY, the collective bargaining agreement will be in full effect upon receiving a positive vote from the Williamsport Firefighters Local 736.

Approved

James M. Frank
City Clerk

Donald Allison
President

**Final contract proposal between the City of Williamsport, and the Williamsport
Firefighters Local 736**

October 15, 2020

Article 1: Agreement

City: *The term of this collective bargaining agreement shall be for **(5) five years** commencing on January 1st, 2020 and terminating on December 31st, 2024. All terms set forth below shall be effective January 1st, 2020 unless otherwise specified.*

Article 2- Purpose (no change)

Article 3: Recognition

City: *There shall be a minimum Department size of **34** positions, with the understanding that there shall be no less than **32** bargaining unit positions.*

Add: *The Union recognizes that Fire Academy Training is only held two (2) times per year, once in the Spring and once in the Fall. The City will base all hiring decisions off of scheduled Academy Training dates per year.*

Article 4- Maintenance of Members (no change)

Article 5 Check-off

Small housekeeping item. Clean up language; remove secretary, and replace with treasurer.

Article 6 Non-discrimination clause (no change)

Article 7: Bulletin Board (no change)

Article 8 Seniority (no change)

Article 9: Promotions

City: *There will be a **minimum of 3 Engineers and 1 Rounds Driver** positions maintained on each crew.*

Remove the last paragraph in **article 9 (below)**

REMOVE: *If the City enters into additional alliances with surrounding communities and as a consequence of those alliances expands the present force, the City will agree under those circumstance to increase the present 33 man manning requirement by 50% of the expanded force created by the new alliance or alliances, for the period of time that such alliance or alliances should remain in effect. If the alliance or alliances should terminate, then the manning requirements will be reduced to the present figure of 30 bargaining unit positions.*

Article 10: Personnel Reductions (no change)

Article 11: Salaries

City: Salary increases as follows:

Add-Section 1: Wage Increases

Effective January 1st of each contract year, the base salaries for all bargaining unit members will be increased by the following percentages:

2020 - 0%

2021 - 1%

2022 - 2%

2023 - 3%

2024 - 3%

Add-Section 2: Newly Hired Firefighter Compensation

The starting rate for newly hired Firefighter employees shall be paid as follows:

	2020	2021	2022	2023	2024
Date of Hire – One Year - 65%	\$19.49	\$19.68	\$20.08	\$20.68	\$21.30
After completion of 1st Year-70%	\$20.97	\$21.18	\$21.60	\$22.25	\$22.92
After completion of 2nd Year-75%	\$22.48	\$22.70	\$23.16	\$23.85	\$24.57
After completion of 3rd Year-80%	\$23.98	\$24.22	\$24.70	\$25.45	\$26.21
After completion of 4th Year-85%	\$25.47	\$25.72	\$26.24	\$27.03	\$27.84

After completion of 5th Year-90%	\$26.98	\$27.25	\$27.79	\$28.63	\$29.49
After completion of 6th Year-100%	\$29.97	\$30.27	\$30.88	\$31.80	\$32.76

Longevity F)

City: Effective January 1, 2020, after the completion of (5) five years of service, each member of the bargaining unit will receive a longevity payment of **1.5%** of their salary and this amount shall be increased 1/4 % for each year of service to a maximum of **7 %** in the **28th** year.

Article 12: Hours and Duty (no change)

Article 13: Overtime and Reporting Pay

City: City proposes to change the 3rd and 4th paragraph related to comp time

Compensatory time shall be granted at the overtime rate consistent with the department's overtime policy. A record of compensatory time accumulation and compensatory usage shall be maintained by the city and reflected on the employees bi-weekly pay stub.

Any employee accruing overtime shall determine if overtime will be paid as overtime on the next regularly scheduled pay or accumulated as compensatory time off.

Any accumulated or unused compensatory time held by an employee in excess of ninety-six (96) hours as of November 30th of any calendar year shall be automatically converted to paid overtime and paid out to the employee in December of that year. This will be effective in November of 2020.

Any accumulated compensatory time of ninety-six hours or less as of November 30th shall automatically carry over to the next calendar year, unless the employee elects to have any or all of the remaining compensatory time hours converted to paid overtime. If any employee elects to convert accumulated compensatory time to paid overtime, the employee shall notify the Chief in writing of this election prior to November 30th and shall be paid in December.

Compensatory time may be used in any increment and is approved by the appropriate supervisor.

Article 14: Vacations and Holidays (no change)

Article 15: Pensions

PENSION

Add at the end of paragraph three:

Initial pension calculation will be capped at and will not exceed 75% of the employees current base salary. This cap will apply to the base salary for initial pension calculation only, and not include longevity and post retirement COLA's. Comp time earned through the previous year (Bierly arbitration/agreement), plus up to the 96-hour yearly comp time cap will be included in the calculation for the employees' yearly gross compensation. (This language needs to be clarified by the city/union attorney) Pension calculation spreadsheet will be included in the appendix.

The pension calculation cap will go into effect for any pensions calculated on or after January 1, 2021.

DROP

Replace bullet three under DROP ACCOUNT section with:

Credits to DROP account. A DROP account shall be established in the name of the DROP participant for purposes of accumulating DROP retirement benefits during DROP participation. Starting with the calendar month following the DROP participation date, the amount of the DROP retirement benefit shall be credited to the DROP participant's DROP account each month during DROP participation. Interest shall be credited to the DROP account. The rate of interest shall be the actual rate of return on the fund with a return of no less than 1% and no more than 4.5% per year (prorated for partial years). The actual rate of return shall be calculated by the plan's investment manager or consultant, on a plan year basis, and communicated to the plan administrator. In the case of the last partial plan year of a DROP participant's DROP participation, the actual rate of return for the prior plan year shall be used to determine the interest credited to the DROP account for that period. A separate accounting of the DROP participant's accumulated DROP account shall be calculated annually and provided to the participant after the end of each plan year.

Replace TERM OF THE DROP with:

Election to participate in DROP. An eligible participant may elect to participate in the DROP for a period not to exceed five years. Upon deciding to participate in a DROP, a participant must submit, on forms provided by the plan administrator, a written election which discloses the participant's intent to retire, specifies the effective date of DROP participation, specifies the participant's final retirement date (no later than five years after the effective date of DROP participation), which shall be the DROP termination date, and designates a beneficiary or beneficiaries. Once the employee enters their final full year prior to the final retirement date, participation in the plan is irrevocable. Such election must detail a DROP participant's rights and obligations under the DROP and include an agreement to forgo:

- (1) Active membership in the plan;

- (2) Any growth in the salary base used for calculating the regular retirement benefit; and
- (3) Any additional benefit accrual for retirement purposes. The DROP participant shall be required to provide any other information required by the Board.

Under ENDING DROP PARTICIPATION

Replace bullet two with: The employee may end their participation in the DROP at any time prior to the full year before their retirement date. Once the employee enters their final full year prior to the final retirement date, participation in the plan is irrevocable.

Changes to the DROP plan will be effective for any member entering the DROP on or after January 1, 2021.

Article 16: Injury Leave/Light Duty

City: light duty may be made available for any non-job-related injuries with the approval of Fire Chief.

Agreed:-Modify 1st paragraph, "All medical bills incurred in connection with any such injury shall be paid in accordance to the Workers Compensation Law, the City's carrier, and/or Heart and Lung benefits."

Article 17: Miscellaneous Leave

City A): All members shall be granted time off from work up to a maximum of four (4) calendar days with no loss of pay in case of death of the following persons: Spouse, mother, father, brother, sister, children, grandchildren, mother-in-law, father-in-law, *niece, nephew* or any relative residing in the home of the fireman.

City B): agrees to give *two (2)* days off from work without loss of pay upon the birth of their child, or discharge of child/mother. *These days off will be the next two working days on or after the child's birth.*

City C): *Each member will have the option of using all of their vacation time as personal days.* Approval of personal days shall be on the same basis as the approval of vacation time. Personal days do not have to be selected at the same time as vacation time.

Article 18 - Grievance

Parties agreed to remove the Director of Finance and Personnel (2nd step of process) & replace them with Director of Human Resources.

Article 19: Working Rules (no change)

Article 20: Absenteeism (no change)

Article 21: Labor Requirements (no change)

Article 22: seniority (no change)

Article 23: Probationary Employees

City: Remove last sentence, change "Probationary employees with at least six (6) months of service are eligible to receive any regular scheduled overtime."

Article 24: Sick Leave (no change)

Article 25: Bidding (no change)

Article 26: Clothing and Personal Effects Allowance

City: Beginning in 2021, Clothing allowance increase of \$25.00 for three (3) years (2021, 2022, 2023) of this agreement to a total of \$ 650.00 per year.

All changes in clothing must be agreed upon by the Fire Administration and the Union. Agreed upon changes that are made to the dress or station uniform specifications as outlined in the Bureau of Fire Rules and Regulations, shall have a minimum of 18-month transition period, unless such items are provided by the city. If changes within the standard daily uniform are required by the administration outside of an agreement between the administration and the union, such changes will be initially paid for by the city.

Remove

<i>Shirts</i>	<i>ELBECO</i>	<i>P864-3</i> <i>P87-4</i>	<i>Short Sleeve</i> <i>Long Sleeve</i>
<i>Turtle Necks</i>	<i>Optional</i>	<i>ELBECO</i>	<i>100% Cotton</i>
<i>Pants</i>		<i>Dickies</i>	<i>PT30MD</i>

Article 27: Protection of Property & Equipment (no change)

Article 28: No Strike, No Lockout (no change)

Article 29: Miscellaneous (no change)

Article 30: Acting Pay

Union/City Agree to add - In the event that a Lieutenant is acting as a Platoon Chief, they shall be paid at the Platoon Chief pay grade only when filling the Platoon Chief position for a full shift (4 days).

Article 31: Fitness

City: Schedule permitting, every effort will be made to afford personnel one (1) hour per shift to exercise.

Article 31: Health Care

Change language to specify that employees may change coverage at open enrollment or with a qualifying event only

Employees hired on or after 1/1/2021

The employees will participate in the city's current PPO healthcare plan.

The employees shall make the following bi-weekly contributions towards their healthcare plan:

Hire date to the completion of the ninth year of service

- Single Coverage: \$25.00
- Family Coverage: \$50.00

10 years to the completion of the nineteenth year of service

- Single Coverage: \$20.00
- Family Coverage: \$40.00

20 + years of service

- No contributions

The employee will not be eligible for the following:

- spinal manipulation rider or high-option vision rider
- HRA plan
- Healthcare waiver/buyout
- \$300.00 reimbursement

When the new hire reaches their 65th birthday the city will pay up to 45% of the premium cost per month towards the cost of a Medicare supplement plan. In order to be reimbursed by the City, the retiree must provide a receipt showing the amount paid for a Medicare supplemental plan. The city will continue to offer the monthly Medicare Part B reimbursement.

Employees hired prior to 1/1/2021

The employees have the option to retain the current HMO plan with riders, plus the \$300 city reimbursement, OR select the PPO plan at open enrollment only.

Employees hired prior to 1/1/2021 will continue to have the option to waive healthcare coverage and receive a buyout.

If an employee chooses to move to the city PPO plan, the elimination of the healthcare waiver/buyout, and Medicare supplemental plan for employees hired after 1/1/2021 will not apply.

If an employee chooses to move to the city PPO plan, the \$300 city provided reimbursement will be eliminated, and the city will provide a \$500 HRA per year with yearly rollover. Upon retirement, the city will no longer provide the \$500 HRA, however any unused HRA funds will rollover into retirement.

If an employee chooses to move to the city PPO plan, the spinal manipulation and high-option vision rider will not be included.

The employees shall make the following bi-weekly contributions towards their healthcare plan:

Hire date to the completion of the ninth year of service

- Single Coverage: \$25.00
- Family Coverage: \$50.00

10 years to the completion of the nineteenth year of service

- Single Coverage: \$20.00
- Family Coverage: \$40.00

20 + years of service

- No contributions

(B) Bargaining unit members can secure immediate reinstatement back into the city program with a qualifying event or during open enrollment

Article 31 (A): Fitness Examination

City: Eliminate completely

Article 32: Sanitation, Maintenance & Upkeep (no change)

Article 33: Mutual Aid

City: Add - Should regionalization become fact, non-bargaining unit personnel may accompany two (2) bargaining unit members on a piece of fire apparatus into the City of Williamsport. *If, in an attempt to further regionalization efforts, the number of bargaining unit personnel assigned to apparatus outside the city be reduced to one (1), it must be mutually agreed upon by the city and union.*

Article 34: Trade Days

City: *Unlimited trade days per year will be allowed to all members of the bargaining unit.*

Article 35: Employee Status (no change)

Article 36: Medical Personnel at Fire Scenes

City: *The City shall make every attempt to ensure that Advanced Life Support capabilities are present at all fire scenes the Bureau of Fire responds to.*

Article 37: Testing of Aerial Devices (No change)

Article 38: Life Insurance (no change)

Article 39: Indemnification of member (no change)

Article 40: Payments upon Death (no change)

Article 41: Residency (no change)

Article 42: New Hire

Eliminate completely. New hire benefits/salaries are addressed in specific articles throughout the contract.

Article 43: Severability (no change)

Article 44: Duration

This contract shall become effective January 1, 2020 and shall extend through December 31, 2024.

New Article: Education Benefit

Any firefighter who has successfully completed forty-eight (48) months of consecutive service, and who has earned a relevant degree in a fire service-related field from an accredited institution of higher learning, shall be compensated annually for such degree in the following manner:

1. Associate Degree \$500
2. Bachelor's Degree \$1000
3. Master's Degree and/or PhD \$1500

Payment shall be paid on the anniversary date on which the Degree is received. Payment will be paid at the highest degree level. Payments shall not be added to the employee's basic salary.

To qualify for education benefits, the employee must have written approval from the Fire Chief that the degree earned qualifies.

The following degrees shall be considered fire service degrees:

1. Fire Science Technology
2. Fire Service Administration
3. Other related fields

*a degree earned must be from an accredited school.