

2011 to 2015

Labor Contract

between

the City of Reading, Pennsylvania

and

the International Association of
Fire Fighters,
Local 1803

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RE: VESTING

BILL #107-95 ALLOWING FIRE PENSION

VESTING Firemen's Pension Ordinance (Bill#4) DROP Ordinance (Bill #91-2005)

DeTreuX Arbitration Award (March 28, 2011)

ARTICLE 1

Section 1: General

This Agreement is entered into effective **January 1, 2011 (unless otherwise specified)** between the City of Reading, Pennsylvania, hereinafter referred to as the "City", and Local 1803 of the International Association of Fire Fighters, hereinafter referred to as the "Union". It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise, and to set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment, in accordance with Act 111.

Section 2: Public Employees

The City paid employees coming within the scope of the contract and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2

Section 1: Recognition

Pursuant to and in accordance with all applicable provisions of P.L. 1108, Act of May 31, 1933, and Act 111, Act of June 24, 1968, as they are and may be amended, the City recognizes the Union as the sole and exclusive collective bargaining representatives for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to terms and conditions of their employment, including compensation, hours, working conditions, retirement, pension and other benefits.

Section 2: Bargaining Unit

The bargaining unit shall consist of all City paid employees of the Department of Fire and Rescue Services, excluding the Fire Chief, First Deputy Fire Chiefs, and the Deputy Chief/EMS.

ARTICLE 3

Section 1: Check Off

All employees for whom union service charges (dues) are deducted from their salaries shall sign a dues deduction authorization form which shall continue during the period of this contract.

The amount to be deducted shall be such a sum as may be from time to time assessed by the Union upon its members according to its constitution and by-laws for general union purposes; it shall not extend to special assessments in which the non-union member employees, as such, would not participate or the benefit of which he could not enjoy.

Section 2: Remittance of Service Charge

All payroll deductions made under the provisions of Section 1 shall be remitted monthly to the Treasurer of the Union.

Section 3: Discrimination

There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. Provisions of this Agreement shall be applied to all employees coming within the scope of this contract without discrimination.

Section 4: Performance of Duties

Except in emergencies, only employees in the bargaining unit shall perform the duties of fire apparatus drivers; provided, however, the apparatus ordered out of service for repairs or overhaul may, in accordance with past practice, be transported or repaired by non-bargaining unit personnel.

Employees in the bargaining unit shall perform the duties of Fire Apparatus Drivers, and they shall perform such other fire related duties as are assigned by the highest ranking officer on duty.

Section 5: Change of Service Charge

Any change in the existing Union service charge will be certified to the City by an authorized officer of the Union at least two (2) weeks in advance of the effective date of such change.

Section 6: Union Indemnification

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of any check off of the Union service charge.

Section 7: Refund of Service Charge

The Union agrees to refund to the City any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

ARTICLE 4

Section 1: Union Security

The City shall provide a copy of this Agreement to all bargaining unit employees under this contract.

Section 2: Union Business Off Duty

The Union agrees to conduct its business off the job, except as provided herein. This section shall not operate, however, as to prevent a steward, union president, vice-president, secretary or treasurer or other officer from the conduct of any contract business so long as it does not delay, interfere with, or otherwise disrupt his duties as a Fire Department employee.

Section 3: Post Changes

When there is a policy or procedure change in the operation of the Fire Department, the City agrees to post such changes in all fire stations and to supply the President of the Union with a copy of said changes.

Section 4: Union Stewards

The Union shall furnish the City with a list of stewards and their assigned areas and shall keep the list current at all times. When requested by an employee, a steward shall investigate any alleged or actual grievance and assist in its presentation. He shall be allowed reasonable time therefore during working hours without loss of pay.

Section 5: Union Representation

An employee required to appear before an officer of the Department of Fire and Rescue Services for discipline, reprimand, discharge or investigation pertaining thereto shall be entitled to a Union representative at such meeting.

Section 6: Time Off With Pay

The City agrees to grant time off with pay as follows:

- a) To the delegate or alternate to the I.A.F.F. Convention: one calendar week
- b) To the three delegates or alternates to the Pennsylvania Fire Fighters Convention: four calendar days

- c) To the Negotiating Committee and Grievance Committee: all days or portions thereof for all members for the purpose of attending meetings with the City or its agent when any such member is scheduled to be on duty at the time of the meeting, with prior notice given to the acting Platoon Chief.
- d) To any other such officers or members of the Union as may be designated by the Union: Such reasonable time as may be necessary to attend educational conferences or labor conventions at the discretion of the Fire Chief.
- e) An alternate (sections a and b) may replace a delegate solely at the discretion of the Union, with reasonable notice to the City.
- f) For the regularly scheduled monthly meeting of Local 1803, the President, if he is on duty, shall be entitled to attend the meeting with pay for the duration of the meeting and it will not be necessary to recall.

Section 7: Bulletin Boards

The existing Union bulletin boards shall be used only for the following notices:

- a) Recreational and social affairs of the Union
- b) Union meetings
- c) Union elections
- d) Reports of Union committees
- e) Ruling of policies of the International Union
- f) Department of Fire and Rescue Services directives
- g) Items pertaining to welfare of the employees
- h) Satirical current events/art work included subject to reasonable standards

ARTICLE 5

Section 1: Vacancies

The City agrees to fill permanent vacancies of non-supervisory or non-administrative positions within the Department of Fire and Rescue Services, according to the existing bidding procedures and supplements as attached.

(Appendix 1)

It is agreed that this bidding procedure shall not be interpreted to be a procedure intended to preclude an employee's obligation to be certified by a civil service procedure.

Section 2: Temporary Assignments

Temporary assignments may be made by the Fire Chief out of line of seniority for vacancies up to **ninety (90)** consecutive working days where such are necessary to man specific pieces of equipment.

Section 3: Promotions to Assistant Chief/Second Deputy Chief

The City agrees that promotions to the rank of Assistant Chief/Second Deputy Chief shall be based on merit. The Civil Service Board shall have jurisdiction over determination of eligibility, the administration of examinations and the establishment of eligibility lists. Until the present civil service list expires, eligibility shall be extended to experienced Lieutenants in the bargaining unit only. Thereafter, eligibility shall be determined by applicable Civil Service rules and regulations (P.L. 1108, Act of May 31, 1933).

Section 4: Promotions to Lieutenant Fire Training Officer and Lieutenant Fire Prevention Officer

The City agrees that promotions to the rank of Lieutenant Fire Training Officer and Lieutenant Fire Prevention Officer shall be based on merit. The Civil Service Board shall have jurisdiction over determination of eligibility, the administration of examinations and the establishment of eligibility lists. Eligibility shall be extended to bargaining unit employees only. Eligibility shall be determined by applicable civil service rules and regulations, P.L. 1108, Act of May 31, 1933.

Section 5: Promotion to Fire Suppression Lieutenant

The City agrees that promotions to the rank of Fire Suppression Lieutenant shall be based on merit. The Civil Service Board shall have jurisdiction over determination of eligibility, the administration of examinations and the establishment of eligibility lists. Eligibility shall be extended to bargaining unit employees only. (P.L. 1108, Act of May 31, 1933).

Section 6: Probationary Employment

All new employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. All employees within their probationary period shall be represented by the Union for purposes of collective bargaining with respect to all conditions of employment. All employees who have completed their twelve (12) month probationary period shall then be considered permanent employees and the probationary period shall then be considered part of their seniority time. Nothing in this article shall restrict the City's right to terminate a probationary employee in accordance with applicable laws and statutes, (Act of May 31, 1933, P.L. 1108 #272, as amended.)

Section 7: Training for Probationers

The City shall have the right to assign probationary employees to a work schedule that will coincide with the training curriculum so long as it does not exceed the basic work week as defined in this Agreement.

Section 8: Probationers Transferring In

The City agrees that City employees who come into the Department of Fire and Rescue Services from any other City Department as probationary employees shall come in without seniority.

ARTICLE 6

Section 1: Contract Security

The Union and employees agree that during the life of this Agreement they will not cause, participate in any strike or unlawful picketing against Management or on any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure or to the jurisdiction of the Board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

Section 2: Management Rights

Except as otherwise specifically provided herein, the Management of the City of Reading and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work consistent with this Agreement, together with the right to determine methods, processes and manner of performing work, are vested exclusively in Management, all subject to the terms and provisions of this Agreement.

Section 3: Personnel Actions Subject to Civil Service

Rules of conduct not inconsistent herewith in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of the agreement. Such rules shall be reasonable and shall not be applied in a discriminatory manner. All personnel actions shall be subject to applicable Civil Service Laws and procedures.

Any suspension or discharge may be appealed to the Board or Arbitration to be constituted under Article 19, Section 2, in lieu of Civil Service Appeal, at the option of the employee.

Section 4: Personnel Files

An employee shall have the right, upon request, to examine his personnel file and all material contained therein. The City shall notify an employee whenever hereafter a complaint, charge or other derogatory material is placed in his personnel file. An employee shall have the right to reply in writing to any complaint, charge or other derogatory material presently contained or hereafter placed in his file, and said written reply shall be made part of his personnel file.

ARTICLE 7

Section 1: Savings Clause

Rights of both parties under existing laws shall be continued during the term of this Agreement.

Section 2: Continuation of Prior Terms and Conditions

Consistent with the Act 47 Recovery Plan, any provision of the collective bargaining agreement that would prevent the terms of the AAA Case # 14360L0149510 arbitration award on March 28, 2011 from being implemented and maintained shall be null and void. This includes but is not limited to this Article and Section and Article 21, Sections 1(a) and (c).

ARTICLE 8

Section 1: Personnel Reductions

Personnel shall be reduced in accordance with the provisions of the Firemen's Civil Service Act for Third Class Cities, P.L. 1108 Act of May 31, 1933, as amended. This provision shall be implemented so as to comply with applicable law.

ARTICLE 9

Section 1: Wages

a) The wage increases for all members of the bargaining unit as of December 31, 2010 shall be in accordance with the Act 47 Recovery Plan as follows:

Effective January 1, 2011, a wage increase of 0%
Effective January 1, 2012, a wage increase of 0%
Effective January 1, 2013, a wage increase of 0%
Effective January 1, 2014, a wage increase of 2%
Effective January 1, 2015, a wage increase of 2%

IAFF PAY SCALE: EMPLOYEES HIRED BEFORE JANUARY 1, 2011

	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015
FIREFIGHTER IV	57,114	57,114	57,114	58,257	59,422
FIREFIGHTER III	55,740	55,740	55,740	56,854	57,991
FIREFIGHTER II	54,576	54,576	54,576	55,668	56,781
FIREFIGHTER I	53,625	53,625	53,625	54,697	55,791

b) All future members of the bargaining unit hired after December 31, 2010 shall be paid in accordance with the new pay scale for new hires identified in the Act 47 Recovery Plan.

IAFF PAY SCALE: EMPLOYEES HIRED AFTER DECEMBER 31, 2010

	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015
FIREFIGHTER V	57,114	57,114	57,114	58,257	59,422
FIREFIGHTER IV	54,259	54,259	54,259	55,344	56,451
FIREFIGHTER III	52,545	52,545	52,545	53,596	54,668
FIREFIGHTER II	48,547	48,547	48,547	49,518	50,508
FIREFIGHTER I	44,549	44,549	44,549	45,440	46,349
FIREFIGHTER TRAINEE	39,980	39,980	39,980	40,780	41,595

c) The new lower pay scale applicable to all fire fighters hired after December 31, 2010 described above will apply to newly hired personnel who perform EMS functions. The 5-year training period, step up, formerly applicable to EMS personnel to become certified firefighters shall be eliminated. All newly hired personnel who perform EMS functions will be qualified and required to engage in fire suppression duties immediately upon hire. According to the Act 47 Recovery Plan, the Firefighter Trainee step is a probationary period/step, lasting 12 months pursuant to Article 5, Section 6 of this agreement.

Members of the bargaining unit will be paid semi-monthly (in the middle and the end of the month). There shall be no holding of wages unless the City specifies and the Union so agrees in this Article.

Section 2: Accrual Payment Upon Completion of Service

Upon the resignation, death, dismissal or retirement of any employee covered by this Agreement, he shall at that time of receipt of his final paycheck receive in addition thereto:

a) Any longevity pay which he has accrued to the date of his resignation, death, dismissal or retirement, said longevity payment to be derived by dividing the annual longevity due the employee by twelve (12) and multiplying the answer by the number of full months worked beyond his anniversary date, and by adding thereto for the remaining days beyond the full month, $1/365$ of said annual longevity payment.

b) Payment for any unused vacation time.

c) In addition to the foregoing, an employee, upon death or retirement, shall receive at the time of receipt of his final paycheck, the sum of thirty dollars (\$30.00) for each shift of unused accumulated sick leave, up to a maximum of one hundred and five (105) such shifts.

Final payment at completion of service with the City, including payment for accruals, shall be via paper check only.

Section 3: Computation of a "Day's Pay" (Except Holidays)

In the event the City must calculate a day's pay for an employee for a suspension or otherwise, it shall be calculated by multiplying his hourly rate times the number of hours he would be scheduled to work that day. Example: a "one day" suspension = 10 hours x hourly rate*.

* hourly rate = semi-monthly rate divided by 91.

Section 4: Computation of Unused Vacation

In the event the City must calculate the value of unused vacation time, it shall be calculated as follows:

a vacation period = 2 days (20) hours + 2 nights (28 hours) = 48 x hourly rate

ARTICLE 10

Section 1: Longevity Pay

Effective January 1, 2002, the City agrees to pay employees under this contract longevity increments of \$85.00 per year up to twenty (20) years paid on the anniversary date of service in a lump sum after five (5) years, to be paid at the anniversary beginning the sixth year, retroactive to inception of service and on each ensuing year until the twentieth year is reached.

Section 2:

Effective January 1, 2002, each employee who has completed twenty (20) years of service shall have his longevity increment increased to \$100.00 per year for all years of service, for so long as he is employed by the Department of Fire and Rescue Services.

Example: 19 years @\$85/year
 20 years @\$100/year

Longevity increments shall be considered wages for pension purposes: Seniority for longevity shall be established according to the Fire Department Seniority List (Appendix 2).

Employees who were eligible and receiving longevity pay as of December 31, 2010 shall have their longevity payment frozen at the then applicable rate for the duration of the Act 47 Recovery Plan. When longevity increases resume, they shall do so from the frozen level.

Longevity pay shall not be provided to employees hired after December 31, 2010 or to current employees who did not reach eligibility for longevity pay as of December 31, 2010.

Step increases will be frozen during the term of the Act 47 Recovery Plan.

ARTICLE 11

Section 1: Hours of Duty

The average weekly hours of duty shall be based on a new 42 hour schedule that shall be implemented on or about April 1, 2011 or as soon thereafter as practicable.

ARTICLE 12

Section 1: Overtime

In the event that a need for overtime should occur because of vacations, sickness, or any other unforeseen conditions, overtime pay shall be paid at the rate of time and one-half. All overtime will be maintained by a seniority list (Appendix 2) which shall be posted in the Department of Fire and Rescue Services Headquarters. This record shall show the time and date of call to the employee and whether the employee did not answer the call, refused the overtime, was sick, etc. If a man refuses the overtime, he will automatically be passed by until a complete cycle of the list has been made (Appendix 3). This section shall not be interpreted to permit an employee to work in excess of a maximum permissible hours as provided by Pennsylvania State Law.

The determination of the number of employees who are to work overtime and when such overtime is to be performed shall be the exclusive function of the City's Department of Fire and Rescue Services, who shall assign such overtime in accordance with the provisions of the existing Agreement.

The City shall change the calculation of overtime eligibility such that only hours actually worked, paid vacation leave, paid holidays, paid personal days, paid bereavement leave, "trade days" and paid jury duty leave shall be counted toward the computation of overtime. Paid sick leave, paid compensatory time, and other paid leaves shall not count toward the computation of overtime. Overtime shall be rounded to the nearest tenth of an hour instead of to the highest quarter hour.

Section 2: Two-Hour Minimum

An employee called to work at a time other than his scheduled work shift shall be paid a minimum of two (2) hours at his overtime rate, unless such overtime shall be at the end or beginning of his scheduled work shift, in which case, he shall be paid only the overtime rate for the hours or portions thereof in excess of his work shift. This shall not impact the City's current practice of requiring employees who complete work for which they were called back in less than two (2) hours to work the entire two hours. This provision shall not apply to schedule and shift changes, nor to time worked immediately before or after the employee's shift so that there shall be no guarantee of overtime in such cases.

Section 3: Emergency Recall

Emergency recall of bargaining unit employees are those recalls required because of a major fire or other major call of service and shall be at the discretion of the City, which shall consider seniority to the extent practicable.

Section 4: Weekly Recall for Predicted Vacancies

The City shall perform weekly recall of employees, according to "Appendix #3" on Monday morning, beginning at approximately 9:00 am. In the event City Hall is closed this day, or in the event of a major fire, the call shall be done on Tuesday morning at approximately 9:00 am. The purpose of this recall is to fill predicted vacancies in the ensuing week starting with the Wednesday day shift in accordance with the minimum manning provision.

Section 5: Mayoral Recall

In the event that the Mayor exercises his/her emergency powers to recall the entire force, the riot recall procedure shall supersede seniority recall procedure.

Section 6: Recall Subject to Article 27

The recall of employees under this Article is subject to the provisions of Article 27.

ARTICLE 13

Section 1: Vacations

Vacation periods, defined in Appendix 5 and Article 13, Section 2, part c, shall be granted as follows:

- a) At the completion of one (1) year's service through fourteen (14) years of service: 14 days (3 tours + 2 days)
- b) At the completion of fifteen (15) years of service: 192 hours (4 tours) four (4) vacation periods, so that an employee hired in 1966 is entitled to his fourth (4th) period of vacation after his anniversary date in 1981 and at anytime during the calendar year 1982 and thereafter.
- (c) At the completion of twenty (20) years of service: 240 hours (5 tours)

The accrual of vacation in accordance with the foregoing schedule shall commence on the effective date of the AAA Case # 14360L0149510 arbitration award on March 28, 2011 effective date April 1, 2011.

There will be no vacation deferral except where the employee cannot take vacation due to disability, sickness or logistical reasons imposed by the City.

Section 2: Vacation Selection

- a) An employee shall be granted a vacation with pay in each calendar year.
- b) Vacations shall be defined as "Vacation Period" rather than "Calendar Weeks".
- c) Employees not assigned to a platoon are considered staff employees and shall have a vacation period equal to a calendar week. Employees assigned to a platoon shall have a vacation period beginning on the first day of the employee's two (2) day shifts and continuing for two (2) day shifts and two (2) night shifts.
- d) Seniority shall prevail in selection of the first three (3) periods of vacation. Employees entitled to additional vacation periods shall select from those periods left. Seniority shall prevail in the selection of additional vacation periods.

e) Management shall also have the right to determine the maximum number of employees from each platoon, shift, department or other organizational unit who can take vacation simultaneously and to set different thresholds throughout the year.

f) Vacation selection requests shall be submitted and approved during the month of December of the preceding year.

g) The City agrees that employees desiring to "trade" vacation periods may do so anytime during the year with advance notice to the affected Platoon Chief, in sufficient time for him to update his weekly recall requirements.

A trade, once approved by the Platoon Chief, shall end the trading process and the City shall not be required to make available the secondary vacation periods made open.

h) A vacation scheduled during a period of extended illness or disability is to be rescheduled according to the needs of the service, which period of sickness or disability shall be substantiated by such reasonable means as the Fire Chief may require and in accordance with applicable state law.

i) An employee transferring platoons after approval of his vacation period shall have his vacation scheduled in the next nearest vacant vacation period.

In the event there is no vacant vacation period the employee shall be permitted to be the 4th employee on vacation. Provided, however, if the vacation period shall be in December, the employee shall carry over his vacation into the next vacation year and shall take his vacation at a time mutually agreeable to the City and the Union.

ARTICLE 14

Section 1: Injury Leave

Whenever an employee under this contract is injured in the performance of his duties, and, by reason thereof, is temporarily incapacitated from performing his duties, he shall be paid his full rate of salary, as fixed by ordinance, until such time as his disability arising there from has ceased. No absence from duty by reason of any such injury shall in any manner be included in any period of sick leave allowed said employee by ordinance.

Section 2: Employer's Responsibility

All medical and hospital expenses incurred in connection with any such injury referred to in Section 1 hereof, shall be paid by the City. During the time salary for temporary incapacity shall be paid by the City, any Workmen's Compensation received, collected or entitled to be received by said employee shall be turned over to the City, and be paid into the Treasury thereof, and if such payment shall not be made by the employee, the amount so due the City shall be deducted from any salary then or thereafter becoming due and owing.

Section 3: Duty Records

The City shall be responsible for maintaining records of each employee's duty calls (form RFD 101) and shall make available those records to the employee as requested, for inspection and/or duplication, in the presence of an officer of the Department of Fire and Rescue Services.

ARTICLE 15

Section 1: Firemen's Pension

The City agrees to provide pension benefits in accordance with Bill No. 4, as attached hereto, and in accordance with the applicable provisions of the Third Class City Code.

Bill No. 4 (Ordinance), Firemen's Pension Fund, shall be amended as required by the December 28, 1982 Award of Board of Arbitration published pursuant to Act 111 of 1968. This award requires the following amendments:

All references to the December 28, 1982 interest arbitration award shall be deleted. Pension benefits for all bargaining unit members shall be in accordance with Bill No. 4, as it existed prior to the December 28, 1982, interest arbitration award.

Section 2: Pension Contribution

Effective January 1, 1977, it shall further be increased from 3/4 of 1% to a minimum of 1% of taxes collected, pursuant to state statute.

Section 3: DROP Program

The existing DROP program shall remain in effect except as modified in (a) and (b) below.

This DROP program shall provide that there shall be a limit of 10 employees eligible to opt into the program on an annual basis. In the event that more than 10 employees opt to participate in the program in any given year, eligibility for the 10 available slots shall be determined exclusively by seniority.

(a) The DROP and inclusion of overtime in the retirement pension benefit calculation will end for all employees hired after December 31, 2010.

(b) The current DROP will remain available for current employees who were employed by the City prior to January 1, 2011, except that all such employees who enter the DROP after the date of this Award will be required to pay 5% pension contribution during their DROP participation period.

Section 4: Survivor's Benefit for Line of Duty Death

Effective January 1, 2006, the pension ordinance shall be clarified to provide that the survivor's benefits, as a line of duty death benefit, shall be equal to the pension that the member would have received had he been retired at the time of his death.

ARTICLE 16

Section 1: Sick Leave for Non-Duty Connected Injury or Illness

Definitions:

- a) Immediate Family: Shall be the mother or father (natural or adoptive), wife, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents of the employee or his wife.
- b) Service: Shall mean any period of time which an employee receives wages.

Section 2: Accumulation of Credits

Effective the date of the AAA Case # 14360L0149510 arbitration award on March 28, 2011 effective date April 1, 2011, all full time employees who are unable to perform their duties of employment by reason of sickness or disability shall be entitled to sick leave with full pay at the rate of one and three quarters (1.75) shifts of sick leave per month of seniority and such sick leave shall accumulate to a maximum of one hundred twenty (120) shifts; shifts 105 through 120 shifts shall be at the discretion of the Fire Chief. A shift shall be defined as a ten (10) hour day shift or a fourteen (14) hour night shift. For sick leave purposes, a twenty-four (24) hour shift shall be considered as two shifts. An employee shall be defined as any full time employee coming within the scope of this contract who works the average work week agreed upon in Article 11 of this contract or an employee who works the regular forty (40) hour work week consisting of five shifts at eight (8) hours each.

Section 3: Recording Sick Leave

Sick leave usage and credits shall be recorded to the nearest (1/2) half shift.

Section 4: Permitted Uses

- a) Regular Use: An employee shall be entitled to use his accumulated paid sick leave for any absence necessitated by his personal illness or by an off-duty injury. If an employee is injured in other employment, including off-duty volunteer fire fighting, his salary may be reduced by an amount equal to that portion of a compensation award identifiable as lost wages. However, the City agrees to continue all other benefits to the injured employee, including insurance, holiday pay, longevity pay, seniority, vacation time, etc., during his absence.

b) **Emergency Use:** An employee shall be entitled to use up to three (3) days of his accumulated paid sick leave for each absence necessitated by serious injury or acute critical illness of any member of his immediate family. **All emergency sick leave shall require written substantiation from a medical professional upon the employee's return to work.**

(c) **The City shall have the discretion to implement a light duty policy attached hereto as Exhibit A.**

d) **Vacation Use:** An employee shall be entitled to use his accumulated paid sick leave in lieu of vacation for extended illness or injury received while on vacation, or before vacation, subject to substantiation as hereinafter provided and in accordance with applicable state law.

Section 5: Excluded Uses

Paid sick leave shall not be authorized for a simple illness or disability in the immediate family of an employee not requiring medical treatment or professional attention.

Section 6: Substantiation

An employee shall substantiate the use of sick leave by such reasonable means as the Fire Chief may require.

Section 7: Reporting Off - Reporting Back

An employee unable to attend to his duties because of illness or other disability, as set forth above, shall notify the fire alarm room of such inability to attend to his duties at least one (1) hour prior to the commencement of his day shift and at least two (2) hours prior to the commencement of the night shift. At least one (1) hour prior to returning to his duties, he shall notify the fire alarm room of his intent to return. An employee may report off less than one (1) hour before the commencement of his shift if the reason for such tardiness is satisfactory to the Fire Chief.

Employees reporting off during duty shift will be required to notify his/her Platoon Chief, who will then notify the fire alarm room.

Section 8: Sick Leave During First Six Months

A new employee shall not be entitled to sick leave until he has been employed for a total of six (6) months, whereupon he shall be entitled to a credit of **one and three quarters (1.75) shifts** of paid sick leave for each month of the first six (6) months of his employment. Thereafter, his sick leave shall accumulate according to Section 2 above.

Section 9: Transferring Accumulated Sick Leave

Any new employee transferring from one City Department into the Department of Fire and Rescue Services shall be entitled to his accumulated sick leave and shall continue to accumulate according to the provisions of this Article. Any employee transferring out of the Department of Fire and Rescue Services into any other City Department shall be entitled to his accumulated sick leave and it shall continue to accumulate according to the procedures of the Department, up to the allowed limit for that Department.

Section 10: Sick Leave Incentive Program

(a) There shall be a \$300 sick leave bonus for not using any sick days in the entire calendar year.

ARTICLE 17

Section 1: Death Leave

Leave with pay shall be granted to employees upon demise of mother or father (natural or adoptive), spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents of the employee or his/her spouse/partner/significant other. In these cases, leave will extend from time of death, until 8:00 a.m. the day after the funeral. In the case of death of an uncle, aunt, niece, or nephew of an employee or his wife, the leave will extend from the time of the viewing until 8:00 a.m. the day following the funeral. In the case of a relative living in the employee's home, the leave will be the same as that for the employee's immediate family.

ARTICLE 18

Section 1: Relief at a Fire

In the event that a fire or other call of service requires an employee to work longer than his regular tour of duty, it shall be the responsibility of the officer in charge to see that these on-duty employees are relieved by the oncoming shift as soon as possible. It shall be the City's responsibility to provide transportation from the employee's duty station to the fire grounds or any other area and return to the duty station.

ARTICLE 19

Section 1: Grievances

A grievance is a dispute which may arise concerning the application, meaning or interpretation of this Agreement.

Section 2: Grievance Procedure

Grievances will be processed in the following manner and within the stated time limits.

Step 1:

The written grievance shall be presented to the Fire Chief or his designated representative within six (6) days (including Saturday and Sunday) of the occurrence causing the grievance. If the grievance is not submitted within six (6) days, the grievance will be deemed not timely and will be denied. The Fire Chief or his designated representative shall give an answer in writing and his reasons therefore within twelve (12) days (including Saturday and Sunday) of its presentation in an effort to resolve the problem. If an answer is not forthcoming within the twelve (12) day period, the grievance will be viewed as being denied and the grievance can be moved to the next level of the grievance procedure.

Step 2:

If the grievance is still unresolved, there will be further effort to resolve it at a meeting of Union representatives and City representatives within twelve (12) days after the Fire Chief's written reply. The Mayor or his designee, i.e. Human Resources Director, shall publish an answer to the grievance within thirty (30) days of this meeting. If the issue is not resolved within these thirty (30) days, either party shall have the right to request final and binding arbitration of the grievance, including its arbitrability, in the following manner:

Step 3:

The request by either party for arbitration under the rules of the American Arbitration Association shall be made in writing to the other party within forty-five (45) days of the Step 2 answer, setting forth the issue or issues in dispute and designating name and address of the requesting party's arbitrator. Within five (5) days from the date of the request, the other party shall respond by designating its arbitrator by name and address. A copy of the request for arbitration and a copy of the other party's response will be sent to the Philadelphia Office of the American Arbitration Association to initiate the procedure for selecting

an impartial chairman of the Arbitration Board.

The Arbitration Board shall commence the proceedings within ten (10) days after the third arbitrator has been selected and shall make its determination within thirty (30) days after the final hearing on the issue. The decision of the Board of Arbitration shall be final and binding, and all expenses incidental to arbitration shall be shared equally between the parties.

Unless the City and the Union agree otherwise, multiple grievances that are unrelated and not substantially the same shall be submitted at a separate arbitration hearing and before a separate arbitrator.

Section 3: Working Conditions

The City agrees that employees shall be responsible only to the officers under the Department of Fire and Rescue Services and to the Fire Chief.

ARTICLE 20

Section 1: Health & Safety

The City and the Union shall cooperate fully in matters of safety, health, and sanitation affecting the employees covered by this contract. The City agrees that no employee shall be compelled to perform any duty which is obviously detrimental to his health or safety. The Union agrees that this Article shall not be interpreted to curtail any fire ground duty which is, by nature of the profession, hazardous to an employee's health and safety.

Section 2: Riot Equipment

It shall be the City's responsibility to provide any reasonable safety equipment over and above the normal fire fighting protective gear.

Section 3: Employee Training

The City shall provide standardized training for all employees as may be required to insure a high degree of safety and efficiency in the performance of fire fighting duties. All mandatory training shall be scheduled when an employee is on duty, or if this is impossible, shall be scheduled as agreed between the employee and the City.

The City shall provide, at no cost to the employee, a fitted SCBA face piece for each employee. In addition, the City shall provide, at no cost to the employee, a full set of personal protective equipment (PPE) and maintain or replace and repair same when required. In any year that the City is in compliance with this provision (maintaining a full set of PPE and replacement/repair as required), the contractual clothing allowance shall be reduced to \$300. In any year that the City is not in compliance, the clothing allowance shall be increased to \$700.

Training scheduling can only be precluded by harsh weather conditions that can affect employees health and safety. These conditions shall be negotiated by the City and the Union during these current negotiations.

The City and Local 1803 will follow the General Order 1998-05 pertaining to weather conditions.

Section 4: Night Supplies

The City shall provide each platoon employee with any and all clean bedding supplies and shall provide for its laundering, as required for the employee to perform his/her night duty tours.

ARTICLE 21

Section 1: Hospitalization Insurance

a) The City shall make the following maximum monthly premium contributions to employee health care coverage for all active employees enrolled in City-provided health insurance. The City's maximum monthly premium contribution (i.e. "premium cap") includes the medical, prescription drug, vision and dental premium coverage. An employee has the option of opting out of vision and dental coverage and the City's premium cap remain unchanged. It also includes all payments toward health insurance premiums and benefit costs, as well as any taxes, surcharges, penalties, assessments, and other charges and costs which the City may be required to pay under state or federal health care legislation, and any amendments, regulations, or other such state or federal statutes and regulations. The premium caps or maximum costs to be paid by the City toward health insurance costs shall be fixed at the following monthly rates:

MAXIMUM CITY MONTHLY CONTRIBUTIONS - IAFF EMPLOYEES

	2011	2012	2013	2014	2015
EMPLOYEE ONLY	450	473	497	521	548
EMPLOYEE + SPOUSE	914	960	1,008	1,058	1,111
EMPLOYEE + CHILD	914	960	1,008	1,058	1,111
EMPLOYEE + CHILDREN	1,341	1,408	1,479	1,553	1,631
FAMILY	1,341	1,408	1,479	1,553	1,631

b) The Union and the City shall have the opportunity to search for a different health care plan or carrier that will provide comparable benefits at less expensive rate for the City, or a plan or carrier that will result in a lower payment for the employee/retiree and that the City can implement and will not result in increased costs to the City. For example, the parties recognize the determination of whether a different health care plan is less expensive for the city or whether the City can take advantage of such new coverage at a lower rate depends on a variety of factors, including but not limited to, whether the City can migrate the City's other employees into the proposed health care plan or carrier; whether restrictions or requirements of the proposed healthcare provider or the current healthcare provider relating to the number of employees it needs to cover can be satisfied by the City after the proposed change; the City's bargaining obligations with other employee bargaining representatives; the refusal of another group of employees who are necessary in order for the City to migrate to the new carrier or plan; or the fact that the City may have to maintain its' current coverage for a group of other employees results in an increase in that health care premium for the City or other employees. Regardless of the ability of the

Union to propose another health care plan or carrier, that may or may not be implemented, the premium caps (i.e. the maximum amount of the City's contribution toward health care) state above during the term of this Award shall remain at the levels identified above.

c) The City, at the employees expense, shall provide for each firefighter and his/her dependents, in addition to the program of benefits set forth in subsection (a) above, a basic dental and eye care program.

Vision coverage, shall be as follows:

Frames	\$ 48.00
Lenses - single vision	\$ 48.00
bifocals	\$ 72.00
trifocals	\$ 92.00
aphakic	\$ 200.00
Medically necessary contacts:	
hard lenses	\$ 150.00
soft lenses	\$ 200.00
Cosmetic contacts	\$ 100.00

Section 2. Post Retirement Healthcare

The City shall no longer provide retiree healthcare to employees hired after December 31, 2010.

For all employees hired prior to January 1, 2011 and who retire after that date after reaching the age and service necessary to receive a retirement pension, the City shall pay up to the above applicable premium cap (or the City's maximum healthcare contribution) that is in place when the employee retires and the retiree will be responsible for all other costs, including all future increases in healthcare premium costs above that amount after his/her date of retirement (including prescription coverage). Vision coverage shall continue to be paid for by the retiree through COBRA if the retiree so chooses. All such future retirees who are entitled to post-retirement health care coverage will receive the same future healthcare plan that is applicable from time to time to all future current employees. Only the employee and the employee's spouse shall be eligible for coverage. All such coverage shall stop when the retiree attains the age of 65 or reaches the age of Medicare eligibility as stated in this agreement. The foregoing does not apply to employees who enrolled in the DROP program prior to December 31, 2010.

The City shall maintain a comparable level of benefits provided to existing retirees but shall retain the right to change the provider.

Section 3: Life Insurance

For each employee under this contract, the City shall provide, at its expense, life insurance in the amount of \$100,000.00 with double indemnity insured's performance of his duties as an employee.

for accidental death, whether or not the accidental death occurs during the

a) Upon completion of service or retirement, life insurance for each employee hired prior to January 1, 2011 shall have the face value of policy reduced to \$50,000.00 and the full cost be borne by the City until age 70. Thereafter, the cost shall be borne by the retiree.

b) Employees hired after 12/31/2010 shall receive no life insurance upon retirement

Section 4: Prescription Plan

The City, subject to the above applicable premium cap (or the City's maximum healthcare contribution, shall provide for each employee and his dependents a paid prescription plan substantially equivalent to the present coverage.

Section 5: Master Policies

The City shall provide to the Union secretary those master policies of insurance coverage pertaining to bargaining unit employees.

ARTICLE 22

Section 1: Work Rules

The City shall adopt rules for the operation of the Fire Service and the conduct of its employees, providing the rules do not conflict with the provisions of this Agreement or do not infringe upon the labor jurisdiction of any other Union. Work rules shall be standard in all stations and on all shifts as much as possible.

ARTICLE 23

Section 1: Holidays

All employees under this contract, except those employees who work a normal five day week, eight hour day and are excused from duty on holidays, shall be paid one extra day's pay (9.23% of the semi-monthly salary) for the following holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

The bargaining unit shall be entitled to two (2) "super holidays" - Thanksgiving Day and Christmas Day, for which they shall receive additional holiday bonus pay of \$75 for each holiday (total \$150) above and beyond the holiday bonus pay for all other contractual holidays.

Any lump sum payment for holidays shall be adjusted accordingly to reflect this 10-day schedule.

ARTICLE 24

Section 1: Clothing Allowance

All employees shall receive a clothing allowance in the amount of \$375.00 per year effective January 1, 1998 and \$500.00 per year effective January 1, 1999 to be paid semi-annually in January and July, from which an employee must provide any and all work uniforms including fire protective clothing such as fire coats, helmets, fire boots, gloves, etc. Probationary employees shall receive a prorated clothing allowance during their probationary period and the City shall provide them with protective clothing (boots, coats, helmets, gloves) for their use during their training period. Upon their acceptance as a permanent employee, they shall receive in addition to their prorated clothing allowance, a sum of \$50.00 for their protective gear.

Effective January 1, 1998 the clothing allowance shall be increased to \$375.00 per year.

Effective January 1, 1999, the clothing allowance shall be increased to \$500.00 per year.

Example: January 1, 1998 - total clothing allowance - \$375.00
January 1, 1999 - total clothing allowance - \$375.00
+125.00
\$500.00

As referenced in Article 20, Section 3, the City shall provide, at no cost to the employee, a full set of personal protective equipment (PPE) and maintain or replace and repair same when required. In any year that the City is in compliance with this provision (maintaining a full set of PPE and replacement/repair as required), the contractual clothing allowance shall be reduced to \$300. In any year that the City is not in compliance, the clothing allowance shall be increased to \$700.

ARTICLE 25

Section 1: Court Appearance

Any employee subpoenaed for a job related court appearance shall be compensated at straight time when on or off duty. The two (2) hour minimum recall shall apply on off duty time. All witness fees shall revert to the City.

Section 2: Jury Duty

Any employee subpoenaed for jury duty during working hours shall be compensated at straight time. Subpoenas for jury duty should be presented to the duty chief upon receipt.

ARTICLE 26

Section 1: Mutual Aid

The City shall utilize mutual aid when necessary and shall recall bargaining unit personnel as it deems necessary.

ARTICLE 27

(a) The City will implement the 42-hour (Philadelphia schedule) which will feature 2 day shifts on, 2 night shifts on, and 4 days off. (Appendix 4)

(b) Minimum manning will not fall below 18 (with three {3} extra jumpers scheduled [18/3]). Overtime will be filled via the overtime list (which is currently in place) that includes both firefighters and EMS/firefighter personnel. The 18 manning will include a Lieutenant. There is no minimum manning for EMS personnel.

(c) Commencing in 2012, if overtime reaches annual amount of \$850,000 in 2012 or in any year thereafter during the term of this agreement, the City has the option to reopen this agreement in any such year to address the issue of how to control overtime costs and to maintain such costs below the \$850,000 on an annual basis. This reopener will include all methods to control overtime costs and to maintain such costs at or below that level including addressing possible changes to the schedule, minimum manning and compensation issues. The parties will be able to assert any factual or legal argument relating to this issue as stated in paragraph 8 (b) and 8 (c) of the DeTreu Award (March 28, 2011), which is incorporated herein by reference. The AAA Case # 14360L0149510 arbitration panel shall maintain jurisdiction over this matter to address this reopener issue if it should arise.

(d) All EMS personnel will be required to have fire fighting credentials and to be able to engage in fire suppression at the fire scenes and be expected to engage in fire suppression immediately after being hired. The five-year waiting period (referenced in Article 9 (c) WAGES will be eliminated. The parties recognize that to the extent necessary, management practices will be changed to insure that the EMS personnel are able to engage in fire suppression upon hire. If an EMS/firefighter refused, he/she will be subject to discipline.

(e) The AAA Case # 14360L0149510 arbitration panel shall maintain jurisdiction over this matter to address this reopener issue if it should arise.

ARTICLE 28

Section 1: Vending Machines in City Owned Fire Stations

Local 1803 shall have the sole and exclusive right of all and any vending machines which shall be located in any station provided that no more than five (5) machines be installed at any location. The Union shall pay to the City 2% of the net profit from the operation of such soda machines.

ARTICLE 29

Section 1: Firefighter Assigned to Train a Probationary Employee

A firefighter who is assigned by the platoon chief or the fire training officer to train a probationary employee, and or any firefighter bargaining unit employee, shall be paid the FTO rate for the hours he is actually engaged in training the probationary employee.

Section 2: EMT and Paramedic Bonus

Effective January 1, 2002, in addition to base pay all firefighters who are EMT's and paramedics shall receive two hundred fifty dollars (\$250.00) each year for the first three years and three hundred fifty dollars (\$350.00) **every year thereafter**. These increases shall not be added to the base salary.

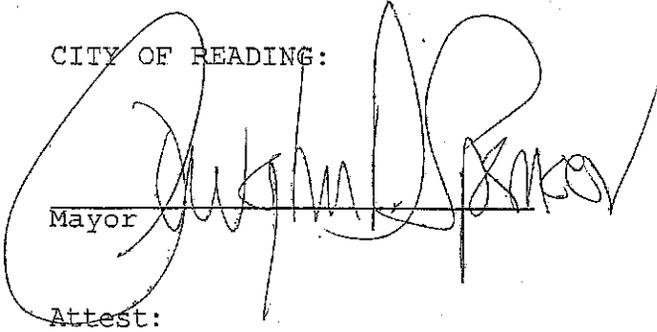
ARTICLE 30

Section 1: Duration of Contract

This agreement covers contract years 2011, 2012, 2013, 2014, 2015, beginning January 1, 2011 and expiring December 31, 2015.

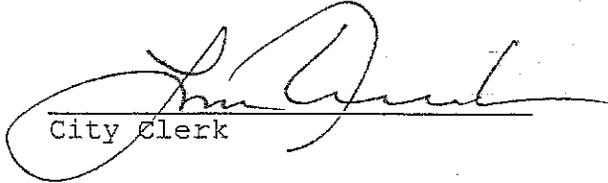
IN WITNESS WHEREOF, the parties hereto warrant and represent that they are duly authorized to do so, have hereunto set their hands and seals this 12th day of November, 2013.

CITY OF READING:

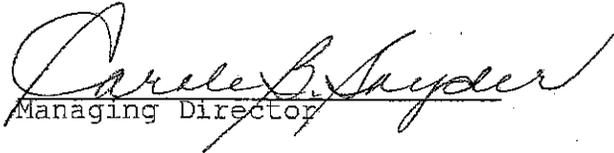


Mayor

Attest:



City Clerk

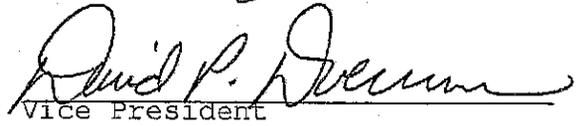


Managing Director

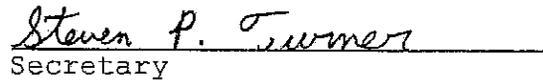
LOCAL 1803, I.A.F.F.:



President



Vice President



Secretary

APPENDIX 1

BIDDING PROCEDURES

PREFATORY LEGEND: These procedures may be altered or changed if the efficient operation of the Fire Department becomes jeopardized because of them.

- 1) All permanent vacancies in the Department will be filled by bidding.
- 2) The seniority list (Appendix 2) shall be kept up to date by the City, subject to the Union's review, and shall be considered the official seniority list for bidding procedures and recall procedures. All new employees hired on the same date shall be listed in seniority according to their final Civil Service aptitude scores, highest scores first. In the event of tie scores, the seniority will then be according to the overall class evaluation by the Fire Chief or his designee.
- 3) The following shall be considered vacancies to be filled by bidding:
 - a. Resignation or retirement.
 - b. Dismissal (After all appeals have been finalized.)
 - c. Death
 - d. Creation of new jobs (Not including supervisory or administrative personnel.)
 - e. Vacancies created by bidding.
 - f. Permanent vacancies caused by transfer.
- 4) Procedures for bidding will be as follows:
 - a. Type and location
 - b. Effective date and final bidding date will be posted in all fire stations.
 - c. Bidders must sign the master sheet located in the office of the Fire Chief.
 - d. Top seniority will prevail.

5) Bidding across platoons will be permitted, but no adjustment in pay or time off will be made for added time. Compensatory time off will be given if transferred by the City.

6) Successful bidders will have thirty (30) days to qualify in the new position. Platoon Chiefs will certify for qualification. Successful bidders will not be allowed to re-bid for a period of one (1) year after certification in the new position.

7) In the event of reduction of equipment, those men affected will have priority in filling vacancies regardless of Department seniority. Seniority among those men will be the deciding factor.

8) Successful bidders who fail to qualify will be re-assigned at the Chief's discretion.

9) Drivers being awarded bids on equipment on which they are qualified will be transferred as soon as practical after bids close, preferably within a week or two after bids close.

10) Drivers being awarded bids on equipment on which they are not qualified will be notified within a week after bids close to begin training. Drivers will be permitted to train while on duty whenever possible in the opinion of the Chief.

11) If a driver bids on a particular job, it is expected he will perform *THAT* job if he is awarded the bid.

12) A driver who is awarded a bid and later "changes his mind" and refuses the new job, will lose his bid rights for a period of one (1) year. The next highest bidder will be awarded the new job.

13) If drivers want to transfer from one position to another *WITHIN* a company, it should be done on a regular basis, such as every week or every month and only with the permission of the platoon chief. There will be no deals tolerated between drivers who switch *WITHIN* a company on a permanent basis.

14) Paramedics/Firefighters shall be permitted to bid only within their classification (of Paramedic) and only for the positions as follows:

Ambulance #601/Crewman
Ambulance #602/Crewman
Ambulance #603/Crewman

Appendix 2

Firefighter Seniority List

	NAME	PLATOON	ID #	HIRE DATE
1.	Miller, Kerry	C	181	6/16/1980
2.	Diehm, John	B	183	6/30/1988
3.	Swartz, Timothy	A	184	6/30/1988
4.	Kellenberger, Frederick	D	186	6/30/1988
5.	Wade, Daniel	D	193	6/30/1988
6.	Welsh, Michael	B	195	6/26/1989
7.	Eschleman, Keith	C	196	6/26/1989
8.	George, Mark	D	197	6/25/1990
9.	Sassaman, Donald	C	198	6/25/1990
10.	Spotts, Gene	D	199	6/25/1990
11.	Englehart, Quentin	A	202	7/6/1992
12.	Stichter, Robert	D	204	8/10/1992
13.	Planer, Merlin	A	205	8/10/1992
14.	O'Brien, Timothy	A	206	8/10/1992
15.	Kulp, Mark	C	207	2/1/1993
16.	Decisco, Joseph	B	208	2/1/1993
17.	Rolon, Luis	C	209	2/1/1993
18.	Doerrman, David	A	210	2/1/1993
19.	Kochel, David	B	211	2/1/1993
20.	Leszczynski, Thomas	D	212	2/1/1993
21.	Grauf, Richard	B	214	2/1/1993
22.	Banks, Ronald	B	215	2/1/1993
23.	Sayers, Brian	C	217	2/1/1993
24.	Ammon, Mark	A	218	2/1/1993
25.	Marks, Ralph	C	219	4/18/1994
26.	Himes, Robert	D	220	4/18/1994
27.	Seyfert, John	A	221	4/18/1994
28.	Kozak, Patrick	C	222	4/18/1994
29.	Shoumlisky, Michael	B	223	4/18/1994
30.	Sayers, Scott	C	224	4/18/1994
31.	Biancone, Michael	B	225	4/18/1994
32.	Kutz, Andrew	B	226	4/18/1994
33.	Kuhn II, Richard	B	227	4/18/1994
34.	Marks, Donald	B	229	4/18/1994
35.	Johnson, Steven	C	230	4/21/1994
36.	Royce, Terry	B	231	2/1/1995
37.	Wenrich, James	A	232	2/1/1995
38.	Bansner, Stuart	D	234	2/1/1995
39.	Weitzel, Jeffery	A	235	2/1/1995
40.	Schmale, Robert	A	236	2/1/1995
41.	Weber, Judd	C	237	2/1/1995
42.	Dundore Jr, John	B	238	2/1/1995
43.	Lerch, Scott	B	239	2/1/1995
44.	Sullivan, Timothy	D	240	2/1/1995

Appendix 2

Firefighter Seniority List

	NAME	PLATOON	ID #	HIRE DATE
45.	Brunner, Michael	D	247	6/16/1997
46.	Milyo, William	C	248	6/16/1997
47.	Ott, Jeffery	A	249	6/16/1997
48.	Sheetz, Thomas	A	250	6/16/1997
49.	Gould, Richard	C	251	6/16/1997
50.	Spadt, Roger	B	256	1/1/2001
51.	Hirsch, Donald	C	257	1/1/2001
52.	Zulick, Trent	C	258	1/1/2001
53.	Bice, Jeremy	B	262	1/1/2001
54.	Wassel, Daniel	A	265	1/1/2001
55.	Grow, Michael	D	268	1/1/2001
56.	Knauer, Nicholas	D	270	1/1/2001
57.	Schaeffer, Robert	D	271	1/1/2001
58.	Bauer, Brenda	C	274	1/1/2001
59.	Imbody, Bryan	C	275	6/18/2001
60.	Flowers, Anthony	D	276	6/18/2001
61.	Turner, Steven	C	277	6/18/2001
62.	Lis, Paul	D	278	6/18/2001
63.	Lomnychuk, William	B	279	6/18/2001
64.	Hoyer, Terry	D	280	6/18/2001
65.	Witman, Dale	A	281	6/18/2001
66.	Batz, Jason	A	282	6/18/2001
67.	Frey, Ronald	D	284	6/18/2001
68.	Lerch, James	A	285	6/18/2001
69.	Ellison, Anthony	A	287	4/3/2004
70.	Mack, Brett	B	291	1/2/2006
71.	Sninsky, Michael	B	293	2/22/2006
72.	Lerch, Michael	A	294	6/25/2006
73.	Mortimer, George	B	295	6/25/2007
74.	Miller, James	D	296	6/25/2007
75.	Licwinko, Jason	B	297	6/25/2007
76.	Licwinko, Kenneth	D	298	6/25/2007
77.	Carl, Raymond	A	299	6/25/2007
78.	Williams, David	D	300	6/25/2007
79.	Glore, Michael	D	301	6/25/2007
80.	Getka, Andrew	B	302	6/25/2007
81.	Hirner, Erik	C	303	6/25/2007
82.	Rebuck, Andrew	A	304	6/25/2007
83.	Litzenberger, Kirk	A	305	7/8/2007
84.	Placek, Mark	D	306	8/1/2007
85.	Schmeck, Joshua	A	307	4/22/2009
86.	Bixler, Christopher	D	308	4/11/2010
87.	Ginder, Steven	C	313	6/25/2012
88.	Green, Joshua	B	314	6/25/2012

Appendix 2

Firefighter Seniority List

	NAME	PLATOON	D#	HIRE DATE
89.	LeCompte, Jeffrey	C	315	6/25/2012
90.	Naylor, John	A	316	6/25/2012
91.	Shoemaker, Gabriel	A	317	6/25/2012
92.	Ayers, Kevin	C	319	6/25/2012
93.	Salanik, James	A	320	6/25/2012
94.	Zondlo, Richard	D	321	6/25/2012
95.	Secara, Charlie	A	322	6/25/2012
96.	Raudensky, Glenn	C	325	8/16/2012
97.	Staley, Matthew	B	324	6/25/2012 *
98.	MacLane, Nathan	B	329	4/16/2013
99.	Schneck, Matthew	D	330	4/16/2013
100.	Kise, Kenneth	B	331	4/16/2013
101.	Grant, Matthew	A	332	4/16/2013
102.	DeVita, Marc	C	333	4/16/2013
103.	Harcarik, Michael	C	334	4/16/2013
104.	Zadroga, Charles	A	335	4/16/2013
105.	Schrack, Jeffrey	A	337	4/16/2013
106.	Griffin, Patrick	D	338	4/16/2013
107.	Azrolan, Matthew	B	339	4/16/2013
108.	Grove, Jeremy	D	340	4/16/2013
109.	Kannan, Dev	D	341	4/16/2013
110.	Brooke, Kenneth	B	342	4/16/2013
111.	Conti, Timothy	B	345	4/16/2013
112.	Auker, Justin	D	346	4/16/2013
113.	Miller, Benjamin	C	348	4/16/2013
114.	Sweigart, Craig	C	349	4/16/2013
115.	Kery, Ryan	C	350	5/1/2013

*Matthew Staley moved to bottom of seniority list [prior to the class of 2013] when he was moved from EMS to Fire per agreement with 1803, fire civil service board and Fire Administration. (Article 5 Section 8)

APPENDIX 3

CALL BACK ROSTER

1. Roster shall be maintained in the office of the Fire Chief by the Fire Chief, Platoon Chief or acting Platoon Chief, with the understanding it shall be shown to an employee upon request. A copy of each recall roster will be provided to a designated union official.
2. Employees shall be called in the order of seniority, starting with the employee having the most seniority.
3. It is agreed under certain circumstances (emergencies declared by the City) the employees may be required to report for duty. However, if the employee is asked to report, he shall have the opportunity to accept or refuse the overtime.
4. The Fire Chief or the Platoon Chief on duty shall assign the employees reporting for overtime duty.
5. A "Qualification Index Card" shall be filled for each employee, showing all positions he is duly and properly qualified to operate.
6. All positions **that** are, or may be designated by the management level of the Fire Department, shall be properly approved for each employee by the assigned Deputy Chief, with the final approval of the Fire Chief.
7. The City will not be required to call any unqualified employee.
8. An employee desiring to be called during non-emergencies may designate one (1) alternate phone number where he may be reached.
9. An employee agreeing to allow his spouse or parent (only) to approve or disapprove his acceptance for recall, shall designate same by signing the appropriate form provided by the City.
10. An employee desiring not to be called for overtime shall authorize same by signing such appropriate form provided by the City. Such notation shall be entered on his "Qualification Index Card". This authorization, however, shall not excuse the employee from accepting overtime during emergencies when the City demands his presence, unless illness or other extenuating circumstances warrant such.

11. An employee may be allowed to cross-train so as to broaden his capabilities to justify the entrance on his "Qualification Index Card".

APPENDIX 4
SCHEDULES

A. Platoon Schedule

During this contract, the work schedule for the bargaining unit employees assigned to platoons shall be as follows:

Two (2) 10-hour day tours, followed by two (2) 14-hour night tours, followed by four (4) days off, for a forty-two (42) hour work week.

SUN	MON	TUES	WED	THURS	FRI	SAT
D	D	N	N	O	O	O
O	D	N	N	N	O	O
O	O	D	D	N	N	O
O	O	O	D	D	N	N
O	O	O	O	D	D	N
N	O	O	O	O	D	D
N	N	O	O	O	O	D

B. Staff Schedule

Employees assigned to a staff schedule shall work those hours prescribed for general City Hall employees, but shall not exceed forty-two (42) hours/week.

In the event the City creates a second fire training officer, the City may establish a second shift and rotate the two fire training officers between the two shifts with the scheduling details to be agreed upon at that time.

C. Trading of Shifts

Subject to approval of management, employees may trade work shifts with prior notification to the affected platoon chiefs or superior officer in the case of a staff employee.

APPENDIX 5

SICK LEAVE FOR CHILDBIRTH

1. A male employee may use one (1) shift of his accumulated sick leave for an absence, in order to participate in the actual child bearing process (natural or cesarean) of his son/daughter occurring without complications. If the employee is working the day or night shift of the birth, he may leave his duty station immediately upon notification of the birth to participate in the child bearing process, (but only after he has notified his platoon chief).

If the child is not born before the commencement of the employee's next shift, he will be allowed to remain at the hospital with his wife until the birth of the child. This will be considered as a second shift of sick leave.

This will only apply if the employee is scheduled to work a shift the next day or evening; not in cases where there are three (3) shifts off.

2. A male employee may also use one (1) additional shift of paid sick leave for the purpose of accompanying his newborn child and his wife upon their discharge from the hospital, at a time he is scheduled on duty.

If one shift is used, as specified under item no. 1, item no. 2 will be considered as the second shift.

If two (2) shifts are used, as specified under item 1, item no. 2 will be considered as the third shift.

3. A male employee may use up to three (3) days of his paid sick leave for a childbirth which becomes complicated to the newborn or the employee's wife, in accordance with the contract provisions (Article 16, Section 4).

4. At no time is an employee entitled to more than a grand total of three (3) shifts of paid sick leave under this agreement, whether it involves a) the actual child bearing process, or b) any complications to the newborn or employee's wife.

5. Employees are not entitled to three (3) shifts of paid sick leave simply for baby-sitting or handling other inconveniences associated with a hospitalized dependent.

Appendix 6

Pay Scales for all ranks

PAY SCALES FOR EMPLOYEES HIRED BEFORE JANUARY 1, 2011

1) Effective January 1, 2011, the annual salaries for the members of the bargaining unit shall be:

FF I (0 mo. to and incl. 12 mo.)	\$ 53,624.75
FF II (13 mo. to and incl. 24 mo.)	\$ 54,576.43
FF III (25 mo. to and incl. 36 mo.)	\$ 55,739.61
FF IV (37 mo. and up)	\$ 57,114.22
Administrative Officer	\$ 58,574.40
Lt. EMS	\$ 59,081.54
Lt. Fire Training Officer	\$ 59,081.54
Lt. Fire Prevention Officer	\$ 59,081.54
Lt. Fire Suppression Officer	\$ 59,081.54
Second Deputy Chief	\$ 64,375.53
Fire Marshal	\$ 64,375.53

2) Effective January 1, 2012, the annual salaries for the members of the bargaining unit shall be:

FF I (0 mo. to and incl. 12 mo.)	\$ 53,624.75
FF II (13 mo. to and incl. 24 mo.)	\$ 54,576.43
FF III (25 mo. to and incl. 36 mo.)	\$ 55,739.61
FF IV (37 mo. and up)	\$ 57,114.22
Administrative Officer	\$ 58,574.40
Lt. EMS	\$ 59,081.54
Lt. Fire Training Officer	\$ 59,081.54
Lt. Fire Prevention Officer	\$ 59,081.54
Lt. Fire Suppression Officer	\$ 59,081.54
Second Deputy Chief	\$ 64,375.53
Fire Marshal	\$ 64,375.53

3) Effective January 1, 2013, the annual salaries for the members of the bargaining unit shall be:

FF I (0 mo. to and incl. 12 mo.)	\$ 53,624.75
FF II (13 mo. to and incl. 24 mo.)	\$ 54,576.43
FF III (25 mo. to and incl. 36 mo.)	\$ 55,739.61
FF IV (37 mo. and up)	\$ 57,114.22
Administrative Officer	\$ 58,574.40
Lt. EMS	\$ 59,081.54
Lt. Fire Training Officer	\$ 59,081.54
Lt. Fire Prevention Officer	\$ 59,081.54
Lt. Fire Suppression Officer	\$ 59,081.54
Second Deputy Chief	\$ 64,375.53
Fire Marshal	\$ 64,375.53

4) Effective January 1, 2014, the annual salaries for the members of the bargaining unit shall be:

FF I (0 mo. to and incl. 12 mo.)	\$ 54,697.00
FF II (13 mo. to and incl. 24 mo.)	\$ 55,668.00
FF III (25 mo. to and incl. 36 mo.)	\$ 56,854.00
FF IV (37 mo. and up)	\$ 58,257.00
Administrative Officer	\$ 59,745.48
Lt. EMS	\$ 60,263.17
Lt. Fire Training Officer	\$ 60,263.17
Lt. Fire Prevention Officer	\$ 60,263.17
Lt. Fire Suppression Officer	\$ 60,263.17
Second Deputy Chief	\$ 65,663.04
Fire Marshal	\$ 65,663.04

5) Effective January 1, 2015, the annual salaries for the members of the bargaining unit shall be:

FF I (0 mo. to and incl. 12 mo.)	\$ 55,791.00
FF II (13 mo. to and incl. 24 mo.)	\$ 56,781.00
FF III (25 mo. to and incl. 36 mo.)	\$ 57,991.00
FF IV (37 mo. and up)	\$ 59,422.00
Administrative Officer	\$ 60,940.39
Lt. EMS	\$ 61,468.43
Lt. Fire Training Officer	\$ 61,468.43
Lt. Fire Prevention Officer	\$ 61,468.43
Lt. Fire Suppression Officer	\$ 61,468.43
Second Deputy Chief	\$ 66,976.30
Fire Marshal	\$ 66,976.30

PAY SCALES FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2010

1) Effective January 1, 2011, the annual salaries for the members of the bargaining unit shall be:

FF Trainee	\$ 39,980
FF I	\$ 44,549
FF II	\$ 48,547
FF III	\$ 52,545
FF IV	\$ 54,259
FF V	\$ 57,114
Administrative Officer	\$ 58,574.40
Lt. EMS	\$ 59,081.54
Lt. Fire Training Officer	\$ 59,081.54
Lt. Fire Prevention Officer	\$ 59,081.54
Lt. Fire Suppression Officer	\$ 59,081.54
Second Deputy Chief	\$ 64,375.53
Fire Marshal	\$ 64,375.53

2) Effective January 1, 2012, the annual salaries for the members of the bargaining unit shall be:

FF Trainee	\$ 39,980
FF I	\$ 44,549
FF II	\$ 48,547
FF III	\$ 52,545
FF IV	\$ 54,259
FF V	\$ 57,114
Administrative Officer	\$ 58,570.40
Lt. EMS	\$ 59,081.54
Lt. Fire Training Officer	\$ 59,081.54
Lt. Fire Prevention Officer	\$ 59,081.54
Lt. Fire Suppression Officer	\$ 59,081.54
Second Deputy Chief	\$ 64,375.53
Fire Marshal	\$ 64,375.53

3) Effective January 1, 2013, the annual salaries for the members of the bargaining unit shall be:

FF Trainee	\$ 39,980
FF I	\$ 44,549
FF II	\$ 48,547
FF III	\$ 52,545
FF IV	\$ 54,259
FF V	\$ 57,114
Administrative Officer	\$ 58,570.40
Lt. EMS	\$ 59,081.54
Lt. Fire Training Officer	\$ 59,081.54
Lt. Fire Prevention Officer	\$ 59,081.54
Lt. Fire Suppression Officer	\$ 59,081.54
Second Deputy Chief	\$ 64,375.53
Fire Marshal	\$ 64,375.53

4) Effective January 1, 2014, the annual salaries for the members of the bargaining unit shall be:

FF Trainee	\$ 40,780
FF I	\$ 45,440
FF II	\$ 49,518
FF III	\$ 53,596
FF IV	\$ 55,344
FF V	\$ 58,257
Administrative Officer	\$ 59,741.81
Lt. EMS	\$ 60,263.17
Lt. Fire Training Officer	\$ 60,263.17
Lt. Fire Prevention Officer	\$ 60,263.17
Lt. Fire Suppression Officer	\$ 60,263.17
Second Deputy Chief	\$ 65,663.04
Fire Marshal	\$ 65,663.04

5) Effective January 1, 2015, the annual salaries for the members of the bargaining unit shall be:

FF Trainee	\$ 41,595
FF I	\$ 46,349
FF II	\$ 50,508
FF III	\$ 54,668
FF IV	\$ 56,451
FF V	\$ 59,422
Administrative Officer	\$ 60,936.64
Lt. EMS	\$ 61,648.43
Lt. Fire Training Officer	\$ 61,648.43
Lt. Fire Prevention Officer	\$ 61,648.43
Lt. Fire Suppression Officer	\$ 61,648.43
Second Deputy Chief	\$ 66,976.30
Fire Marshal	\$ 66,976.30

Pay Rates for EMS Dispatcher and Van Operator

January 1, 2011	\$15.41/hr
January 1, 2012	\$15.41/hr
January 1, 2013	\$15.41/hr
January 1, 2014	\$15.72/hr
January 1, 2015	\$16.03/hr

MEMORANDUM OF UNDERSTANDING

The City agrees that it will not attempt to remove the Second Deputy Fire Chiefs from the bargaining unit through unit clarification during the term of this Agreement. The Fire Marshal position shall remain in the bargaining unit, subject to pending litigation between the parties.

MEMORANDUM OF UNDERSTANDING

In the event it becomes lawful to provide a vesting provision in the Fire Pension Plan, the City and Union shall meet and discuss the implementation of a vesting provision.

Bill #107-95 was passed by City Council on October 11, 1995 allowing vesting for firemen. (see attached)

INTRODUCED BY _____
OR CALENDAR OF _____
PASSED _____

BILL NO. 15795

AN ORDINANCE

AMENDING CODIFIED ORDINANCE (C.O.) ARTICLE 185, KNOWN AS THE FIREMEN'S PENSION FUND OF THE CITY OF READING (REFERRED TO PRIOR TO CODIFICATION AS BILL NO. 4), AN ORDINANCE ENACTED FEBRUARY 16, 1972, TO PROVIDE THE RIGHT TO VEST A REDUCED RETIREMENT BENEFIT BEFORE REACHING THE SUPERANNUATION RETIREMENT DATE AND AFTER HAVING COMPLETED TWELVE YEARS OF TOTAL SERVICE, AS NOW PERMITTED BY SECTION 4320.1 ACT 21 OF 1993.

WHEREAS, the legislature of the Commonwealth of Pennsylvania has enacted law giving municipalities the discretion to provide members of its Firemen's Pension Fund the right to vest a reduced retirement benefit after completing twelve years of service.

WHEREAS, representatives of the International Association of Firefighters Local 1803 have requested that the City amend Codified Ordinance Article 185 to adopt provisions consistent with the aforementioned new law;

WHEREAS, the City has determined that this additional benefit can be provided at a modest cost to the City over time; and

NOW, THEREFORE, COUNCIL OF THE CITY OF READING HEREBY AMENDS THE AFOREMENTIONED CODIFIED ORDINANCE ARTICLE 185 AND HEREBY ENACTS AND ORDAINS AS FOLLOWS:

SECTION 1. Codified Ordinance (C.O.) Section 185.19 entitled Entitlement To Benefits, be and the same is hereby amended as follows:

A. The existing paragraphs in that Section 185.19 shall be identified as subparagraphs "(a)" and "(b)."

B. The following is added to Section 185.19 as subparagraph "(c)" as follows:

"(c) Should a member of the Fund cease to be employed as a full-time fireman for any reason prior to completing the minimum age and minimum period of continuous service requirements, but after having completed twelve years of full-time service, then such member shall be entitled to vest a reduced retirement benefit as detailed and provided for in Section 185.20(c) of this Ordinance, subject to the following conditions and as provided for elsewhere herein:

- (1) the member must file with the Board of the Fund written notice of his or her intent to vest,
- (2) the member must include in the notice the date

the member intends to terminate his or her service as a full-time fireman,

(3) the termination date shall be at least thirty days later than the date of notice to vest provided to the Board by the member,

(4) the member must be in good standing with the Bureau of Fire on the date of the notice to vest, and

(5) the Board shall indicate on the notice to vest the rate of the monthly pay of the member as of the date of the notice to vest or the highest average annual salary which the member received during any five years of service preceding the date, whichever shall be the higher."

SECTION 2. Codified Ordinance (C.O.) Section 185.20, entitled Members Rights To and Amount of Benefits; Service Increment Contributions, be and the same is hereby amended as follows:

A. The existing subparagraph (a) shall be deleted and an amended subparagraph (a) shall be inserted as follows:

"(a) Payments of pensions shall not be a charge on any fund in the treasury of the City or under its control save the Firemen's Pension Fund herein provided for. The basis of the pension of a member shall be determined by the monthly salary of the member at the date of vesting under Section 185.19(b) or retirement or the highest average annual salary which he received during any five years of service preceding retirement, whichever is the higher, whether for disability, or by reason of age or service and except as to service increments provided for in subsection (b) of this section, shall be one-half the annual salary of such member at the time of vesting under Section 185.19(b) or retirement computed at such monthly or average annual rate, whichever is the higher. In the case of the payment of pensions to members for permanent injury incurred in service, and to families of members killed or who die in service, the account and commencement of the payment of pensions shall be fixed by regulations of the Board. Such regulations shall not take into consideration the amount and duration of workmen's compensation allowed by law. Payments to widows of members retired on pension or killed in the service on or after January 1, 1960, or who die in the service on or after January 1, 1968, shall be the amount payable to the member or which would have been payable had he been retired at the time of his death. If a member dies leaving no widow but leaving to survive him a dependant child or children under the age of eighteen (18) such child or children shall be entitled to the same benefits as a widow, as hereinbefore set forth."

SECTION 3. Codified Ordinance (C.O.) Section 185.20, entitled Members Right To and Amount of Benefits; Service Increment Contributions, be and the same is hereby amended as follows:

A. The following shall be added as a new subparagraph (c) to Section 185.20, reading as follows:

"(c) In the event that a member of the Fund shall be eligible for a reduced retirement benefit based upon the twelve year vesting detailed in Section 185.19(c) and provided that such member shall have complied with all the conditions of Section 185.19(c) and all other applicable conditions and requirements of this Ordinance, then in such event the reduced benefit of the member shall be calculated as detailed in this subparagraph. Upon reaching the date which would have been the member's retirement date had the member continued his or her full-time employment with the Bureau of Fire, the member shall notify the Board, in writing, that the member desires to collect his or her pension. The amount of retirement benefits the member is entitled to receive under this section shall be computed as follows:

(1) the initial determination of the member's base retirement benefits shall be computed based upon the salary indicated on the notice to vest, and

(2) the portion of the base retirement benefit due the member shall be determined by applying to the base amount the percentage of his or her years of service actually rendered bears to the years of service which would have been rendered had the member continued to be employed by the Bureau of Fire until his or her minimum retirement date."

SECTION 4. It is the intent of this Ordinance to amend the section of existing Firemen's Pension Ordinance in a manner consistent with the aforementioned enactments of the legislature of the Commonwealth of Pennsylvania permitting the vesting of a reduced benefit after completion of twelve years of service. To the extent that this amendment to the aforementioned Ordinance shall, either directly or indirectly or inadvertently, be deemed or found to be inconsistent with the aforementioned enactments of the legislature of the Commonwealth of Pennsylvania, any such inconsistent provision shall be deemed void and retroactively repealed and withdrawn.

SECTION 5. All ordinances or parts of the aforementioned Ordinance conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 6. This Ordinance shall become effective on the date of enactment.

Enacted Oct 11, 1995

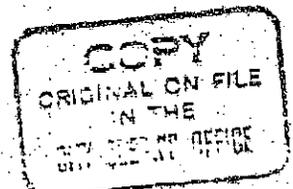
WARREN E. Haggerty Jr.

Mayer

Attest:

RUTH M. THOMPSON

City Clerk



APPENDIX 2

B I L L N O . 4

AN ORDINANCE

CREATING AND ESTABLISHING A FIREMEN'S PENSION FUND; CREATING AND ESTABLISHING A FIREMEN'S PENSION BOARD OF MANAGERS TO ADMINISTER FIREMEN'S PENSION FUND IN THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE PAYMENT OF PENSIONS AND SERVICE INCREMENTS, AND PROVIDING FOR THE APPROPRIATION OF MONIES FOR THE SAME UNDER THE PROVISIONS OF ACT OF ASSEMBLY NO. 932, APPROVED JUNE 23, 1931, AS AMENDED.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The following words and phrases, unless a different meaning is plainly required by the context, shall have the following meaning:

"Fireman" - a regularly salaried paid employee of the Bureau of Fire of the City of Reading

"Board" - A Board of Managers of the Firemen's Pension Fund as comprised by its members

"City" or "Cities" - all Third-Class Cities of the Commonwealth of Pennsylvania which have adopted the statute known as Firemen's Pension Fund

"Compensation" - retirement allowance

"He" - the masculine and feminine pronouns

"Fund" - Firemen's Pension Fund

"Code" - Third Class City Code of the Commonwealth of Pennsylvania

SECTION 2. That there be and is hereby created the Reading Firemen's Pension Fund Board of Managers, which shall have in charge the distribution of pensions and service increments of the Firemen's Pension Fund for the Bureau of Fire of the City of Reading, and shall designate the beneficiaries thereof as herein directed.

SECTION 3. Said Board of Managers (hereinafter referred to as "Board"), shall consist of the Mayor, Director of Accounts and Finance, Director of the Department of Public Safety, City Controller, and Chief of the Bureau of Fire, ex officio, whose memberships shall be concurrent with their tenure of office, and two members of the Bureau of Fire to be chosen by the members of the Bureau of Fire. Of the first managers to be chosen by the members of the Bureau of Fire, one shall be chosen for a term of two years and one for a term of four years. Biennially thereafter one manager shall be chosen for a term of four years to take the place of the one whose term expires. In case of vacancy among the managers chosen by the Bureau of Fire, a successor shall be chosen for the unexpired term. In the event that the office of any of the said selectees shall become vacant by reason of death, resignation, or otherwise, his office shall be filled for its unexpired term by members of the Bureau of Fire by special election.

SECTION 4. The Mayor shall be the President, the City Controller the Secretary, and the Director of Accounts and Finance the Treasurer of said Board.

SECTION 5. The Treasurer shall give and maintain a surety bond to the City in a sum equivalent to the probable amount of money and securities that shall come into his hands for the faithful performance of his duties, the premium on which bond, however, shall be paid from the Fund.

SECTION 6. All incidental expenditures (such as stationery, postage, miscellaneous supplies, etc.) necessary to the transaction of the business of the Board shall be provided for from the Fund.

SECTION 7. The members of said Board shall receive no compensation for the services thus performed.

SECTION 8. There shall be created by said Board, a Fund, to be known as the Firemen's Pension Fund.

SECTION 9. There shall be paid into this Fund all bequests, legacies, gifts or donations made hereto, and all sums subscribed by the public, as well as all net incomes resulting from all games, sports, entertainments, or any and all other sources of income conducted by or under the supervision of the Bureau of Fire, including one-half of the 2% tax paid upon premiums by Foreign Fire Insurance Companies distributed by the Commonwealth of Pennsylvania.

SECTION 10. The Board may take and receive gifts, grants, devises or bequests of any monies, real estate, personal property or other valuable things from whatever source, for the purposes of

the said Fund.

SECTION 11. There shall also be turned over and paid into said Fund, one-half of all rewards that may be paid or given for or on account of extraordinary service by said Bureau of Fire or by any fireman who is covered by the provisions of this ordinance.

SECTION 12. There shall be paid into this Fund the amount of four (4) per cent, to be retained or deducted by the City Paymaster, from the salary of each fireman or employee of the Bureau of Fire, until such time that said fireman or employee shall be retired under the provisions of this ordinance. In the event, City Council shall deem it necessary in order to provide sufficient funds for payment to widows of members retired on pension, or killed, or who die in service, it shall, upon resolution, increase the aforesaid deduction to a maximum of five (5) per cent.

SECTION 13. There shall be appropriated by the City of Reading annually to the Reading Firemen's Pension Fund, such amount as City Council may consider proper within the limitation fixed by law.

SECTION 14. The Reading Firemen's Pension Fund Board herein provided for shall keep full and accurate accounts of all transactions, it shall have full power to make rules for the transaction of its business, the application and investment of its fund, its time and place of meeting, but shall meet at least four (4) times in each and every year (special meetings upon call of the President of said Board).

SECTION 15. It shall be the duty of said Board, each year at the time of making up the Budget Ordinance, to prepare a full and detailed statement of the assets of said Fund and the amount which it is required to pay and to present the same to the City Council together with a statement of the amount of money required to enable the said Board to pay the said pensions and service increments in full, together with refunds.

SECTION 16. No resolution shall be passed or order made for payment of money, unless by affirmative vote of a majority of the members of the Firemen's Pension Board. In all questions coming before the Board, the Board's decision on all questions of fact shall be conclusive and binding on both the individual fireman and the City.

SECTION 17. Said Board shall issue certificates signed by its President and secretary to the fireman or employee entitled to retirement and pension and also service increment under this ordinance, for the amount of money ordered paid to such fireman or employee out of the Firemen's Pension Fund, which certificate shall state for what purpose said payment is to be made.

SECTION 18. Every Fireman or employee in the Bureau of Fire shall contribute to the Fund in the manner as hereinbefore and hereinafter set forth.

SECTION 19. Every fireman or employee of the Bureau of Fire who shall have served a continuous period of twenty (20) years shall be entitled to be retired and eligible to pension, and may make application to the said Board for retirement, provided he has attained fifty years of age. The term "continuous period of twenty (20) years" shall be interpreted in such a way as to encompass the provisions of the Act of Assembly of June 23, 1931, P.L. 932, art. XLIII as amended by Sec. 4327 in 1957 on April 30 P.L. 65 Section 2; as amended by P.L. 434, June 20, 1968 also known as 53 P.S.

SECTION 20. (a) Payments of pensions shall not be a charge on any fund in the treasury of the city or under its control save the firemen's pension fund herein provided for. The basis of the pension of a member shall be determined by the monthly salary of the member at the date of retirement or the highest average annual salary which he received during any five years of service preceding retirement, whichever is the higher, whether for disability, or by reason of age or service and except as to service increments provided for in subsection (b) of this section, shall be one-half the annual salary of such member at the time of retirement computed at such monthly or average annual rate, whichever is the higher. In the case of the payment of pensions to members for permanent injury incurred in service, and to families of members killed or who die in service, the amount and commencement of the payment of pensions shall be fixed by regulations of the board. Such regulations shall not take into consideration the amount and duration of workman's compensation allowed by law. Payments to widows of members retired on pension or killed in the service on or after January 1, 1969, or who die in the service on or after January 1, 1968, shall be the amount payable to the member or which would have been payable had he been retired at the time of his death. If a member dies leaving no widow but leaving to survive him a dependent child or children under the age of eighteen (18) such child or children shall be entitled to the same benefits as a widow, as hereinbefore set forth.

(b) In addition to the pension which is authorized to be paid from the firemen's pension fund by this act and notwithstanding the limitations therein placed upon such pensions and

upon contributions, every contributor who shall become entitled to the pension shall also be entitled to the payment of a "service increment" in accordance with and subject to the conditions hereinafter set forth.

- (1) Service increment shall be the sum obtained by computing the number of whole years after having served the minimum required by this act during which a contributor has been employed by such city and paid out of the city treasury and multiplying the said number of years so computed by an amount equal to one-fortieth of the retirement allowance which has become payable to such contributor in accordance with the provisions of this act. In computing the service increment, no employment after the contributor has reached the age of sixty-five years shall be included, and no service increment shall be paid in excess of one hundred dollars (\$100) per month.
- (2) Each contributor, from and after July 20, 1968, shall pay into the pension fund a monthly sum in addition to his pension contribution, which shall not exceed the sum of one dollar (\$1) per month. And provided, that such service increment contribution shall not be paid after a contributor has reached the age of sixty-five years.
- (3) Any person who is a member of the department on July 20, 1968, who has already reached the age of sixty-five shall have his service increment computed on the year of employment prior to the date of reaching his sixty-fifth birthday.
- (4) Service increment contributions shall be paid at the same time and in the same manner as pensions, and may be withdrawn in full, without interest, by persons who leave the employment of such city, subject to the same conditions by which retirement contributions may be withdrawn, or by persons who retire before becoming entitled to any service increment.
- (5) All members of the fire department who are now contributors to the pension fund and all those employed by the City after July 20, 1968, if required to become contributors to the pension fund, shall be subject to the provisions of this ordinance.

SECTION 21. The fund shall be applied, under such regulations as the board of managers shall prescribe, for the benefit of such members of the fire department as shall receive honorable discharge therefrom by reason of service or age or disability, widows of retired members and the families of such as may be killed or who die in the service. All such pensions as shall be allowed to those who are retired by reason of the disabilities or of service or age shall be in conformity with a uniform scale, together with service increments as hereinafter provided. Benefits allowed from such fund to families of such as are killed or who die in service, shall take into consideration the member's widow and his minor children under eighteen years of age, if any survive.

SECTION 22. The Board shall, upon application received, retire and pay full pension to any paid fireman or employee who is physically or mentally incapacitated from performing his duty in the Bureau of Fire. Said pension shall be a monthly payment of not less than one-half ($\frac{1}{2}$) of the employee's monthly salary as of the date of disability. *On the job*

SECTION 23. The Board shall, upon application received, retire on pension any paid fireman or employee if he is physically or mentally incapacitated, through injury or disease incurred off the job, from performing his duty in the Bureau of Fire, provided the disabled fireman or employee has completed a minimum of five (5) years in the Department. The monthly pension that an employee shall receive hereunder shall be an amount equal to one-fortieth ($\frac{1}{40}$) of his monthly salary as of the date of disability for each year of service. In computing years of service, a fraction of a year.

SECTION 24. This ordinance shall apply to all regular salaried paid firemen and employees of the Bureau of Fire of the City of Reading.

SECTION 25. In the event of the death of a pensioner, before he shall have received as much as he contributed to said Fund, the balance thereof remaining, without interest, shall be paid to his estate.

SECTION 26. The Board may create a Firemen's Pension Investment Account.

SECTION 27. The Board is hereby authorized to invest for the credit of said Account the surplus money accumulated in said Fund in excess of such sum as may be fixed by said Board together with such amounts as may be required for the payment of pensions and service increments as directed by this Ordinance during the year.

SECTION 28. The interest received from such investments shall be paid into the Fund upon receipt of same, and if at any time sufficient funds are not available (inclusive of the monies appropriated by the City up to the amount it may be permitted to pay under the law), for the payment of all pensions and service increments in full, then said Board may dispose of and sell such secur-

inasmuch as it may hold in its Investment Account and use the proceeds thereof to supply such deficiency.

SECTION 29. All monies invested for the credit of said account shall be invested in such investments as are permissible under the Fiduciaries Investment Act of 1949, being the Act of May 26, 1949, P.L. 1329.

SECTION 30. All securities are to be deposited with the Treasurer of said Board for the credit of its Investment Account.

SECTION 31. All pensions and service increments granted under this Ordinance and every portion thereof shall be exempt from attachment of garnishment processes and shall not be seized, taken, or subject to detainer or levied upon by virtue of an execution of any processes or proceedings whatsoever, issued out of or by any Court in this Commonwealth for the payment and satisfaction in whole in part of any claim, damage, demand or judgment against any pensioner and no pensioner shall have the right to transfer or assign his or her pension or any part thereof, either by way of mortgage or otherwise.

SECTION 32. All Ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby repealed insofar as they are inconsistent with this ordinance; especially the provisions set forth in Bill No. 51 of the City of Reading entitled "Officers and Employees Retirement System", enacted October 9, 1945.

SECTION 33. The provisions of this ordinance pertaining to service increments, as provided for by Act No. 204 of the 1968 Pennsylvania Legislature, shall become effective retroactive July 20, 1968.

SECTION 34. This ordinance shall become effective January 31, 1972.

86-16
INTRODUCED BY: Haggerty
FOR CALENDAR ON: 8-13-86
PASSED: Aug 13 1986

B I L L N O. 61-86

A N O R D I N A N C E

AMENDING CODIFIED ORDINANCE (C.O.) ARTICLE 185 KNOWN AS THE FIREMEN'S PENSION FUND OF THE CITY OF READING, REFERRED TO PRIOR TO CODIFICATION AS BILL NO. 4, AN ORDINANCE ENACTED FEBRUARY 16, 1972, BY CHANGING THE FORMAT, MANNER, FORMULA AND METHOD OF COMPUTING RETIREMENT BENEFITS FOR MEMBERS OF THE FIRE BUREAU HIRED BY THE CITY OF READING ON OR AFTER JANUARY 1, 1983, ONLY, AS MANDATED BY AN INTEREST ARBITRATION AWARD DATED DECEMBER 28, 1982.

WHEREAS, the International Association of Firefighters, Local 1803 and the City of Reading, engaged in Act III interest arbitration resulting in a December 28, 1982 award rendered by the DiLauro panel for a collective bargaining contract for the years 1983 and 1984 between the parties; and

WHEREAS, said collective bargaining contract included modifications in the format, manner, formula and method of computing retirement benefits for bargaining unit members hired by the City of Reading on or after January 1, 1983, only, while making no changes whatever in retirement benefits for bargaining unit members hired by the City prior to January 1, 1983; and

WHEREAS, the present labor contract between the same parties for the years 1985 and 1986, also retained the same first time retirement benefits as appeared in the 1983 and 1984 contract, as to members hired after January 1, 1983; and

WHEREAS, in order to fully implement the retirement benefits provisions mandated by the December 28, 1982 DiLauro interest arbitration award, it is requisite that City Council amend the current Firemen's Pension Fund Ordinance in such manner as to accommodate said award.

NOW THEREFORE, COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Codified Ordinance (C.O.) Section 185.12 entitled Members Contributions; Codified Ordinance (C.O.) Section 185.19 entitled Entitlement to Benefits; Codified Ordinance (C.O.) Section 185.20 entitled Members Rights to an Amount of Benefits; Codified Ordinance (C.O.) Section 185.22 entitled Disability Benefits; Codified Ordinance (C.O.) Section 185.23 entitled Application be and the same are hereby amended to conform precisely with Paragraph 7, Page 7, of the aforesaid DiLauro Interest Arbitration Award of December 28, 1982, entitled Proposed Pension Changes for Members Employees hired (SIC) after January 1, 1983, quoted verbatim as follows:

1. Twenty-five (25) years of service and attained age fifty (50) for normal retirement.
2. Monthly pension shall be fifty (50) percent of pay.
3. Service increment based on twenty-five (25) years completed before age sixty-five (65).
4. Average pay shall be, highest of any five (5) years employment or pay at date of retirement.
5. Pay shall be construed to be base salary plus longevity.
6. Employee contribution of five (5) percent shall apply only to pay as defined in No. 5.

SECTION 2. It is the intent of this Ordinance to amend the sections of the existing Firemen's Pension Ordinance in order to accommodate the provisions of Paragraph 7, Page 7, of the DiLauro Interest Arbitration Award dated December 28, 1982, insofar as those amended provisions relate only to members of the Bargaining Unit of the Bureau of Fire hired by the City of Reading on or after January 1, 1983.

SECTION 3. All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 4. This Ordinance shall become effective on date of enactment.

Enacted Aug. 13, 1986

KAREN A. MILLER

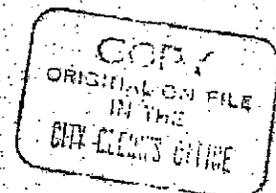
Mayor

Attest:

RUTH M. THOMPSON

City Clerk

Sol.



BILL NO. 77-2005

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1-621, ET. SEQUENTIAL FOR THE CITY OF READING CODIFIED ORDINANCES, WHICH ESTABLISHES THE PENSION PROVISIONS FOR DESIGNATED EMPLOYEES IN THE CITY OF READING. THE ORDINANCE PROVIDING FOR THE READING FIREMEN'S PENSION FUND BY ADDING THE DEFINITION OF D.R.O.P. AND D.R.O.P. ACCOUNT. THE ORDINANCE FURTHER PROVIDING THE READING FIREMEN'S PENSION FUND WILL BE FURTHER AMENDED BY ADDING SECTION 1-644, WHICH WILL SET FORTH THE TERMS AND CONDITIONS OF THE DEFERRED RETIREMENT OPTION PROGRAM (D.R.O.P.).

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 1-621 of the City of Reading Codified Ordinances is hereby repealed and amended to read as follows:

Section 1-621. Definitions.

As used in this Part, the following words and phrases, unless a different meaning is plainly required by the context, shall have the following respective meanings:

BOARD – A Board of Managers of the Firemen's Pension Fund as comprised by its members.

CITY OR CITIES – all Third Class Cities of the Commonwealth of Pennsylvania which have adopted the status known as Firemen's Pension Fund.

CODE – the Third Class City Code of the Commonwealth of Pennsylvania.

COMPENSATION – retirement allowance.

HE – the masculine and feminine pronouns.

FIREMAN – a regularly salaried paid uniformed employee of the Department of Fire and Rescue Services of the City of Reading.

FUND – Firemen's Pension Fund.

D.R.O.P. – Deferred Retirement Option Plan.

D.R.O.P. ACCOUNT – separate account created to accept D.R.O.P. participant's monthly pension check while an employee is a D.R.O.P. participant.

SECTION 2. Section 1-644 of the City of Reading Codified Ordinances is hereby revised and shall read as follows:

Section 1-644. Deferred Retirement Option Program (D.R.O.P.)

1. **Eligibility.** Effective January 1, 2006, members of the Reading Department of Fire and Rescue Services, that have not retired prior to the implementation of the D.R.O.P. program, may enter into the D.R.O.P. on the first day of any month following completion of twenty (20) years of credited service.

2. **Written Election.** Any member of the Reading Department of Fire and Rescue Services electing to participate in the D.R.O.P. must complete and execute a "drop option form" prepared by the City of Reading, Department of Human Resources, which shall evidence the member's participation in the D.R.O.P. The form must be signed by the member and notarized and submitted to the City of Reading, Department of Human Resources, prior to the date on which the member wishes the D.R.O.P. option to be effective. The D.R.O.P. option notice shall include an irrevocable notice to the City, by the member, that the member shall resign from employment with the City of Reading Department of Fire and Rescue Services effective on a specific date not more than sixty (60) months from the effective date of the D.R.O.P. option. In addition, all retirement documents required by the Firemen's Pension Fund must be filed and presented to the Pension Board for approval of retirement and payment of pension. Once a retirement application has been approved by the Firemen's Pension Board it is irrevocable.

3. **Limitation on Pension Accrual.** After the effective date of the D.R.O.P. option, the member shall not longer earn or accrue additional years of continuous service for pension purposes.

4. **Benefit Calculation.** For all Retirement Fund purposes, continuous service of a member participating in the D.R.O.P. shall remain as it existed on the effective date of commencement of participation in the D.R.O.P. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Reading Firemen's Pension Fund. The average monthly pay of the member for pension calculation purposes shall remain as it existed on the effective date of commencement of participating in the D.R.O.P. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Fund. The pension benefit payable to the members shall increase only as a result of the Cost of Living Adjustments in effect on the effective date of the member's participation in the D.R.O.P., or applicable Cost of Living Adjustments granted thereafter.

5. **Payments to D.R.O.P. Account.** The monthly retirement benefits that would have been payable had the member elected to cease employment and receive a normal retirement benefit, shall, upon the member commencing participation in the D.R.O.P., be paid into the separate account established to receive the participant's monthly pension payments. This account shall be designated the Deferred Retirement Option Plan account. The Reading Firemen's Pension Fund shall maintain the Account.

6. **Payout.** Upon the termination date set forth in the member's drop option notice or, such date as the member withdraws or is terminated from the D.R.O.P. program the retirement benefits payable to the member or the member's beneficiary, if applicable, shall be paid to the member or beneficiary and shall no longer be paid to the member's deferred

retirement option account. Within thirty (30) days following termination of a member's employment pursuant to their participating in the D.R.O.P. program, the balances in the member's deferred retirement option account shall be paid to the member in the single lump sum payment or at the member's option, in any fashion permitted by law.

7. **Disability During D.R.O.P.** If a member becomes temporarily disabled during his participation in D.R.O.P., his participation freezes and the time period while on disability does not count towards the five (5) year participation limit. Upon return to duty, membership in D.R.O.P. shall resume, continuing with the remaining time left in the five (5) year membership period. The member shall receive disability pay in the same amount as disabled firefighters that are not participating in D.R.O.P. In no event shall a member on temporary disability have the ability to draw from his D.R.O.P. account. However, notwithstanding any other provision in this paragraph, if a firefighter is disabled and has not returned to work as of the date of his required resignation, then such resignation shall take precedence over all other provisions herein and said firefighter shall be required to resign.

8. **Death.** If a D.R.O.P. member dies before the D.R.O.P. account balance is paid in full, the participant member's legal beneficiary shall have the same rights as the member to withdraw the account balance.

9. **Individual Drop Investment Account.** The Firemen's Pension Board may, at its discretion, select a third party to provide a mutual fund or other investment option(s), record keeping and reporting to the members and the Board. All investment and administrative costs shall be charged against the individual drop investment account of the member.

10. **Limitation of Eligible Members.** There shall be a limit of ten (10) bargaining unit members eligible to opt into the D.R.O.P. Program on an annual basis. In the event that more than ten (10) bargaining unit members opt to participate in the program in any given year, eligibility for the ten (10) available slots shall be determined exclusively by seniority.

11. **Amendment.** Any amendments to the D.R.O.P. Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in the applicable collective bargaining agreement and shall be binding upon all future D.R.O.P. participants and upon all D.R.O.P. participants who have balances in their deferred retirement option accounts.

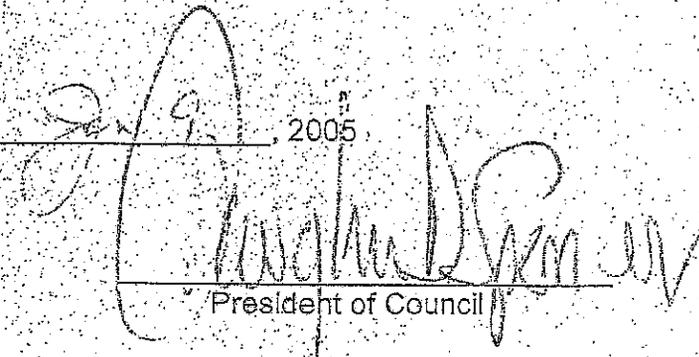
SECTION 3. Severability. The provisions of this Ordinance shall be severable; and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of the Ordinance shall not be affected thereby. It is hereby expressly declared as the intent of Council that this Ordinance would have been adopted had such unconstitutional or illegal provision or provisions not be included herein.

SECTION 4. Sections 1-644, 1-645, 1-646, 1-647 and 1-648 shall be renumbered and captioned as Sections 1-645, 1-646, 1-647, 6148 and 1-649 respectively.

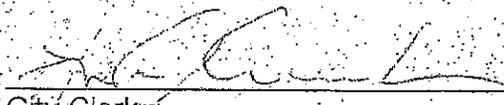
SECTION 5: All other provisions of 1-621, et. Sequential of the City of Reading Codified Ordinances shall remain unchanged and in full force and effect.

SECTION 6: This Ordinance shall become effective January 1, 2006.

Enacted Dec 9, 2005


President of Council

Attest:


City Clerk
(Council Office)

Submitted to Mayor: 12-13-05
Date: _____

Received by the Mayor's Office: MG
Date: 1/12/06

Approved by Mayor: [Signature]
Date: 17/12/06

Vetoed by Mayor: _____
Date: _____

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between:

READING FIREFIGHTERS LOCAL 1803

AAA Case #14 360 L 01495 10

A n d

CITY OF READING

ACT 111 INTEREST ARBITRATION AWARD

Arbitration Panel:

Kenneth M. Jarin, Esquire
BALLARD SPAHR
City-appointed Arbitrator

Jonathan Gowombeck
President Emeritus, Reading Fire Fighters Local
1803 Union-appointed Arbitrator

Walt De Treux, Esquire
Impartial Arbitrator and Chairman

Presenters

For the Union:

Stephen Richman, Esquire
MARKOWITZ & RICHMAN

For the City:

John P. McLaughlin, Esquire
BALLARD SPAHR

Effective Date of Award: 4/1/11

FOREWORD

The undersigned arbitrators were duly appointed as the Board of Arbitration pursuant to the provisions of Section 4(b) of the Act of June 24, 1968, P.L. 237, as amended, 43 P.S. §217.4(b) (Act 111). The hearings in this matter were conducted on December 22, 2010, February 7, 2011, March 16 and 28, 2011 in Reading, Pennsylvania, at which time both parties were given a full opportunity to present documentary and other evidence, examine and cross-examine witnesses, and offer argument in support of their respective positions. The Board acknowledges that the parties agreed to waive the time limits under Act 111.

At the time of hearing in this matter, the City of Reading was and remains in a severe financial crisis. The City's 2008 audit noted that "...the city is facing a cumulative structural deficit that will exceed any remedy or form of corrective action, unless substantial reform is achieved in the near future." In November 2009, the Secretary of the Pennsylvania Department of Community and Economic Development designated Reading as financially distressed under Act 47. The Secretary noted that the City's "pattern of operating deficits is unsustainable and if left unabated will force the city to significantly reduce or eliminate fundamental services that may adversely affect the health, safety, welfare and quality of life of the citizens."

Public Financial Management (PFM) was appointed Coordinator and charged with developing a Financial Recovery Plan ("the Plan") to improve and correct the City's fiscal situation. The Plan, filed with the City on May 28, 2010, made numerous recommendations to accomplish its goals, many of which impact on the contractual relationship between the Firefighters Union and the City. This Arbitration Panel

recognizes its legal obligation to adopt the Plan's recommendations. In those instances in which the Plan was not followed to the letter, the Panel adopted alternative remedies that achieve the cost savings required by the Plan as permitted by the Plan Coordinator.

The Panel recognizes that this Award represents an extraordinary step in the collective bargaining relationship of the parties. It commends the parties for recognizing the City's financial crisis and working to follow the recommendations of the Plan while respecting the tremendous dedication and work ethic the City's firefighters bring to the job each and every day. The Panel was inspired by the parties to follow the same guiding principle of fiscal recovery while maintaining the dignity of the bargaining unit and the integrity of the bargaining process.

Having fully considered the evidence and arguments of the parties, the following constitutes the Award of a majority of the Panel, all provisions of which shall be effective on April 1, 2011 or as soon thereafter as practicable, unless otherwise stated. Although not all Arbitrators join in every provision of this Award, a majority of the Panel approves of each provision of this Award. As a specific example, the City-appointed Arbitrator expressed objection to the minimum manning provision, challenging its legality. The majority of the Panel, however, found the provision, as written and as it will be implemented, to be lawful and appropriately included in the Award. The terms of the Award are as follows:

1. Term: Five year term commencing on January 1, 2011 and ending at 11:59 p.m. on December 31, 2015.

2. Wages (Article 9): a. The wage increases for all members of the bargaining unit as of the December 31, 2010 shall be in accordance with the Plan as follows:

January 1, 2011: 0%;
January 1, 2012: 0%;
January 1, 2013: 0%;
January 1, 2014: 2%;
January 1, 2015: 2%.

IAFF Pay Scale: Employees hired before January 1, 2011

	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015
Firefighter IV	57,114	57,114	57,114	58,257	59,422
Firefighter III	55,740	55,740	55,740	56,854	57,991
Firefighter II	54,576	54,576	54,576	55,668	56,781
Firefighter I	53,625	53,625	53,625	54,697	55,791

All future members of the bargaining unit members hired after December 31, 2010 shall be paid in accordance with the new pay scale for new hires identified in the Plan.

IAFF Pay Scale: Employees hired after December 31, 2010

Firefighter V	57,114	57,114	57,114	58,257	59,422
Firefighter IV	54,259	54,259	54,259	55,344	56,451
Firefighter III	52,545	52,545	52,545	53,596	54,668
Firefighter II	48,547	48,547	48,547	49,518	50,508
Firefighter I	44,549	44,549	44,549	45,440	46,349
Firefighter Trainee	39,980	39,980	39,980	40,780	41,595

c. The new lower pay scale applicable to all fire fighters hired after December 31, 2010 described above will apply to newly hired personnel who perform EMS functions. The five year training period, step up, formerly applicable to EMS personnel to become certified firefighters shall be eliminated. All newly hired personnel who perform EMS functions will be qualified and required to engage in fire suppression duties immediately upon hire. According to the Recovery Plan, the Firefighter Trainee step is a probation period/step, lasting 12 months pursuant to Article 5, Section 6 of the existing collective bargaining agreement.

3. Longevity and Step Increases (Article 10):

a. Employees who were eligible and receiving longevity pay as of December 31, 2010 shall have their longevity payment frozen at the then applicable rate for the duration of the Recovery Plan. When longevity increases resume, they shall do so from the frozen level.

b. Longevity pay shall not be provided to employees hired after December 31, 2010 or to current employees who did not reach eligibility for longevity pay as of December 31, 2010.

c. Step increases will be frozen during the term of the Plan.

4. Healthcare for Current Employees (Article 21): Article 21(a-e) and all provisions relating to the City's obligation to provide health benefits shall be replaced with the following:

a. The City shall make the following maximum monthly premium contributions to employee health care coverage for all active employees enrolled in City-provided health insurance. The City's maximum monthly premium contribution (i.e. "premium cap") includes the medical, prescription drug, vision and dental premium coverage. An employee has the option of opting out of vision and dental coverage and the City's premium cap remain unchanged. It also includes all payments toward health insurance premiums and benefit costs, as well as any taxes, surcharges, penalties, assessments, and other charges and costs which the City may be required to pay under state or federal health care legislation, and any amendments, regulations, or other such state or federal statutes and regulations. The premium caps or maximum costs to be paid by the City toward health insurance costs shall be fixed at the following monthly rates:

Maximum City Monthly Contributions — IAFF Employees

Employee Only	450	473	497	521	548
Employee + Spouse	914	960	1,008	1,058	1,111
Employee + Child	914	960	1,008	1,058	1,111
Employee + Children	1,341	1,408	1,479	1,553	1,631
Family	1,341	1,408	1,479	1,553	1,631

b. The union and City shall have the opportunity to search for a different health care plan or carrier that will provide comparable benefits at less expensive rate for the City, or a plan or carrier that will result in a lower payments for the employee/retiree and that the City can implement and will not result in increased costs to the City. For example, the parties recognize the determination of whether a different health care plan is less expensive for the City or whether the City can take advantage of such new coverage at a lower rate depends on a variety of factors, including but not limited to, whether the City can migrate the City's other employees into the proposed health care plan or carrier; whether restrictions or requirements of the proposed healthcare provider or the current healthcare provider relating to the number of employees it needs to cover can be satisfied by the City after the proposed change; the City's bargaining obligations with other employee bargaining representatives; the refusal of another group of employees who are necessary in order for the City to migrate to the new carrier or plan; or the fact that City may have to maintain its current coverage for a group of other employees results in an increase in that health care premium for the City or other employees. Regardless of the ability of the Union to propose another health care plan or carrier, that may or may not be implemented, the premium caps (i.e. the maximum amount of the City's contribution toward health care) stated above during the term of this Award shall remain at the levels identified above.

5. Post-Retirement Healthcare (Article 21): Article 21(e) and all provisions relating to post-retirement health benefits shall be replaced with the following:

a. The City shall no longer provide retiree healthcare to employees hired after December 31, 2010.

b. For all employees hired prior to January 1, 2011 and who retire after that date after reaching the age and service necessary to receive a retirement pension, the City shall pay up to the above applicable premium cap (or City's maximum healthcare contribution) that is in place when the employee retires and the retiree will be responsible for all other costs, including all future increases in healthcare premium costs above that amount after his or her date of retirement (including prescription coverage). Vision coverage shall continue to be paid for by the retiree through COBRA if the retiree so chooses. All such future retirees who are entitled to post-retirement health care coverage will receive the same future health care plan that is applicable from time to time to all future current employees. All such coverage shall stop when the retiree attains the age of 65 or reaches the age of Medicare eligibility as stated in the current agreement. The foregoing does not apply to employees who enrolled in the DROP program prior to December 31, 2010.

The City shall maintain a comparable level of benefits provided to existing retirees but shall retain the right to change the provider.

6. Retiree Life Insurance (Article 21, Section 2): Article 21, section 2(a) shall be revised as follows:

a. Retiree life insurance will be eliminated for new hires after December 31, 2010.

b. Retiree life insurance will continue to be provided by the City for current employees who were employed by the City prior to January 1, 2011.

7. Pension (Article 15): The current pension plan will be changed as follows:

a. The DROP and inclusion of overtime in the retirement pension benefit calculation will end for all employees hired after December 31, 2010

b. The current DROP will remain available for current employees who were employed by the City prior to January 1, 2011, except that all such employees who enter the DROP after the date of this Award will be required to pay a 5% pension contribution during their DROP Participation Period.

8. Schedule and Manning (Article 27): The Recovery Plan mandated that the City achieve certain savings through a change in its schedule for fire fighters. The Recovery Plan proposed a specific 53-hour schedule but also allowed the parties and the arbitration panel to develop an alternative schedule that reached the same savings and was approved by the Coordinator. The exact cost savings produced by schedule changes are difficult to predict, but the panel has developed the following which appears to satisfy the requirements of the Recovery Plan:

a. The City will implement the 42-hour (Philadelphia Schedule) which will feature 2 day shifts on, 2 night shifts on, and 4 days off.

b. Minimum manning will not fall below 18 (with three (3) extra jumpers scheduled (18/3)). Overtime will be filled via the overtime list (which is currently in place) that includes both firefighters and EMS/firefighter personnel. The 18 manning will include the Lieutenant. There is no minimum manning for EMS personnel. The panel notes that the arbitrator for the City argued that the minimum shift manning provision is not lawful and is beyond the power and authority of this Panel

to award. The arbitrator for the union argued to the contrary. Both parties have preserved and retain their respective arguments on this specific issue if the matter is reopened pursuant to the reopener language below in paragraph 8(c) (and in future arbitrations after the term of this award). Each party's arguments and positions are preserved in this regard notwithstanding the fact that either party may or may not dissent from this award.

c. Commencing in 2012, if overtime reaches annual amount of \$850,000 in 2012 or in any year thereafter during the term of the collective bargaining agreement, the City has the option to reopen the contract in any such year to address the issue of how to control overtime costs and to maintain such costs below the \$850,000 on an annual basis. This reopener will include all methods to control overtime costs and to maintain such costs at or below that level including addressing possible changes to the schedule, minimum manning and compensation issues. The parties will be able to assert any factual or legal argument relating to this issue. This Panel shall maintain jurisdiction over and with respect to this reopener.

d. All EMS personnel will be required to have fire fighting credentials and to be able to engage in fire suppression at the fire scenes and be expected to engage in fire suppression immediately after being hired. The five-year waiting period (referenced above) will be eliminated. The parties recognize that to the extent necessary, management practices will be changed to insure that the EMS personnel are able to engage in fire suppression upon hire. If an EMS/Firefighter refuses, he or she will be subject to discipline.

e. This panel will maintain jurisdiction over this matter to address this reopener issue if it should arise.

9. **Overtime (Article 12):** The overtime provisions of the collective bargaining agreement shall be changed to recognize the implementation of the new 42-hour schedule consistent with the Fair Labor Standards Act. In addition, the **following changes shall** apply:

a. Article 12, section 2: The guarantee of a four (4) hour minimum guarantee for call back will be changed to a two (2) hour guarantee. This shall not impact the City's current practice of requiring employees who complete the work for which they were called back in less than two (2) hours to work the entire two hours. This provision shall not apply to schedule and shift changes, nor to time worked immediately before or after the employee's shift so that there shall be no guarantee of overtime in such cases.

b. The City shall change the calculation of overtime eligibility such that only hours actually worked, paid vacation leave, paid holidays, paid personal days, paid bereavement leave, "trade days" and paid jury duty leave shall be counted toward the computation of overtime. Paid sick leave, paid compensatory time, and other paid leaves shall not count toward the computation of overtime. Overtime shall be rounded to the nearest tenth of an hour instead of to the highest quarter hour.

10. **Vacation (Article 13):**

a. The vacation allotment in the collective bargaining agreement will be changed as follows:

- i. 0-15 years, 144 hours (3 tours);
- ii After 15 years of service, 192 hours (4 tours);

iii After 20 years of service, 240 hours, (5 tours).

b. The accrual of vacation in accordance with the foregoing schedule shall commence on the effective date of this Award.

c. There will be no vacation deferral except where the officer cannot take vacation due to disability, sickness or logistical reasons imposed by the City.

Management shall also have the right to determine the maximum' number of employees from each platoon, shift, department or other organizational unit who can take vacation simultaneously and to set different thresholds throughout the year

11. Mutual Aid (Article 26): Article 26 of the collective bargaining agreement shall be modified to read as follows:

The City shall utilize mutual aid when necessary and shall recall bargaining unit personnel as it deems necessary.

12. Sick Leave (Article 16): Article 16, section 10 will be modified so that the current sick leave allotment shall be reduced to the 21 day requirement stated in the Third Class City Code. The monthly accrual of sick leave shall be changed upon the issuance of this Award.

13. Sick Leave Incentive (Article 16):

a. Article 16, Section 10 shall be modified so that the current sick leave bonus for not using a sick day in a calendar quarter will be eliminated. There shall be a \$300 sick leave bonus for not utilizing sick days in the entire calendar year.

b. Article 16(4)(b) will be amended to require that "All emergency sick leave shall required written substantiation from a medical professional upon the employee's return to work."

- c. The City shall have the discretion to implement a light duty policy, example attached hereto as exhibit "A".

14. Grievance Procedure (Article 19): Article 19, section 2 of the collective bargaining agreement shall be modified so that if the City does not answer a grievance within the specified time frame, the grievance shall be deemed to be denied and the grievance can be moved to the next level of the grievance procedure.

15. Holidays (Article 23): Article 23, section 1 of the collective bargaining agreement shall be modified as follows:

- a. All bargaining unit employees shall be eligible for 10 paid holidays per year. The 10 holidays shall include:

- i. Christmas Day,
- ii. New Year's Day,
- iii. Martin Luther King Day,
- iv. President's Day,
- v. Memorial Day,
- vi. Independence Day,
- vii. Labor Day,
- viii. Columbus Day,
- ix. Veterans' Day, and
Thanksgiving Day.

- b. Any lump sum payment for holidays shall be adjusted accordingly to reflect this 10-day holiday schedule.

16 Article 5, Section 2: Article 5, section 2 shall be modified so the 30 day limit is increased to 90 days total.

17. Article 8, Section 1: Article 8, section 1 shall be applied and implemented by the City so as to comply with applicable law.

18. Article 9, Section 2: Article 9, section 2 shall be modified so that any final payment or check paid to an employee at his or her completion of service with the City, including payment for accruals, shall be via paper check only.

19. Article 17, Section 1: Article 17, § 1 shall be modified to add "Partner/Significant Other" as determined by the City's policies to list of people for whom such leave is allowed.

20. Contract Consolidation: All provisions which remain in effect from the 2006/2010 collective bargaining agreement shall be consolidated with this Award into a single, comprehensive collective bargaining agreement. The initial draft shall be prepared by the City no later than sixty (60) days following the issuance of this Award.

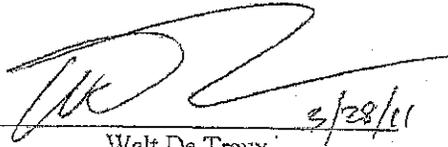
21. Contract Terms Inconsistent with Recovery Plan: Consistent with the Recovery Plan, any provision of the collective bargaining agreement that would prevent the terms and conditions of this Award from being implemented and maintained shall be null and void. This includes but is not limited to Article 7, section 2 of the collective bargaining agreement and Article 21, section 1(a) and (c).

22. Panel Retains Jurisdiction: This Panel shall maintain jurisdiction over the implementation of this Award.

CONCLUSION

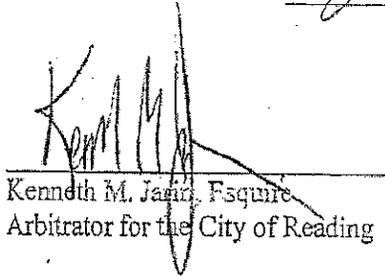
All remaining written terms and conditions of employment not expressly modified by this Award or previously agreed to by the parties in negotiations shall remain unchanged, except to the extent necessary to implement the foregoing consistent with the Recovery Plan. All proposals of

It is understood that the signature of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration panel.

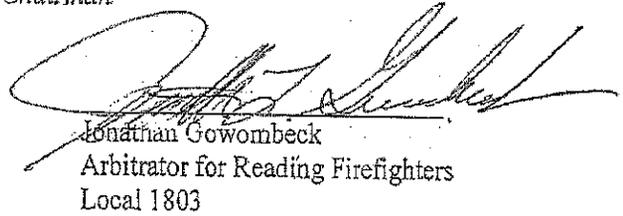


3/28/11

Walt De Treux
Impartial Chairman



Kenneth M. Jasin, Esquire
Arbitrator for the City of Reading



Jonathan Gowomeck
Arbitrator for Reading Firefighters
Local 1803

READING FIRE DEPARTMENT
LIGHT DUTY POLICY

A. Policy Statement

The purpose of this policy is to provide Firefighters employed by the City of Reading ("Reading", "City" or "Department") with modified duty assignments under the circumstances described below. The Policy is applicable to all Reading Firefighters who have been injured while on duty and who satisfy the requirements stated in this Policy. The Policy is designed to provide Firefighters with temporary modified duty assignments with the intent that the firefighter returns to work at the end of the temporary assignment.

B. Requirements

The Department will consider creating modified duty work assignments only for employees who are receiving benefits under the Pennsylvania Workers' Compensation Act and/or Pennsylvania Heart and Lung Act and are not yet able to perform the full duties of their regular position. Modified duty assignments may be assigned, at the City's discretion, to firefighters only under the following conditions:

1. a determination has been made by the Department that there is a particular job or task needed to be performed for the Department;
2. a determination by a medical professional selected by the City that the firefighter is able to perform the essential functions of the modified duty position; and
3. the determination by the medical professional selected by the Department that the firefighter condition is temporary and that the firefighter is likely to be able to return to full-duty on a full-time basis at the end of the modified duty assignment.

This modified duty position will be created and maintained only for a temporary period of time **up to six months**. As a result of this Policy, the Department does not incur an obligation to provide for modified duty work if such work is not necessary or available or if the employee does not satisfy the criteria and procedures stated herein. The Department retains the right to decide whether to create a modified duty assignment based upon the needs of the Department and all assignments shall be made at the discretion of the Department.

C. Procedure

1. Modified duty work may be provided to an firefighter either on a full or part-time basis depending upon the needs of the Department and the medical condition of the employee. The employee will receive the regular rate of pay for hours worked on the modified duty position.

2. If the modified duty time is for less than the normal full-time hours worked, the remainder of the Firefighter's compensation will continue to be covered by the Workers' Compensation/Heart and Lung Act for the duration of the claim, if the firefighter meets the requirements of those statutes.

3. Any approval for modified duty will be at the sole discretion of the Department after having reviewed the injury file, including all the medical records, the employee's work history, as well as the legitimate work needs of the Department.

4. A firefighter working in a temporary modified duty position must comply with all of the rules, regulations and policies of the Department.

5. The Department retains its discretion to assign firefighters eligible for modified duty positions, including but not limited to the situation where there are fewer positions created than there are firefighters eligible for such positions.

D. Modified Duty Assignments

The duties, responsibilities and attire of a firefighter performing modified duty shall depend upon the physical capabilities of the Firefighter and the nature of the work involved. Duties to which Modified Duty Firefighters' may be assigned include but are not limited to:

- (a) Answering phones;
- (b) Filing reports;
- (c) Typing reports;
- (d) Giving classroom presentations at any of the schools in the City;
- (e) Other duties as determined by the Chief of Fire and/or the Reading Administrator.

Firefighters performing modified duty are still considered sworn Firefighters and will be expected to act in accordance with the policies and practices and meet the performance standards of the Department. The Department reserves the right to order the individual to perform normal Fire duties consistent with his/her medical capabilities, order the firefighter to work in civilian clothing, or to otherwise limit his/her work to an activity level that will not place him/her in jeopardy of further aggravating his/her injuries. The Department may discontinue this policy at its discretion.