

FOR NEGOTIATIONS BETWEEN

The City of Scranton
("Employer")

- and -

Local Lodge 2305, of the Intl. Assn.
of Machinists and Aerospace Workers, AFL-CIO
("Union")

[regarding Employees of the Department of Public Works]

Date: March 18, 2026

PARTIES' COMPLETE TENTATIVE AGREEMENT

ARTICLE I - BARGAINING UNIT

Replace Section 4 as follows:

SECTION 4: All new regular (full-time and part-time) employees engaged by the City shall be deemed on a trial (probationary) period for the first ninety (90) days of actual work, with extension of up to thirty (30) more days actually worked if requested by the City, which the Union shall not unreasonably refuse. All such employees may be dismissed during the trial period without cause. After the trial period, all new employees shall become regular employees. If a casual employee who has worked continuously for the City for at least six (6) months is hired into a bargaining unit position with no break in service, the City may, at its sole discretion, reduce his/her bargaining unit probation period, but in no circumstances to less than forty-five (45) days of actual work.

Replace Section 5 as follows:

SECTION 5: RESIDENCY

Within six (6) months after hire within the Department of Public Works by the City of Scranton, and thereafter as a condition of continued employment, employees must reside either (a) within Lackawanna County, or (b) outside Lackawanna County, but within no more than twenty-five (25) air miles of Scranton City Hall. Satisfactory proof of a bargaining unit employee's compliance with the foregoing will be required as a condition of employment before the expiration of six months after the employee's date of hire, and as may be requested by City periodically thereafter, throughout the employee's employment with the City's DPW. Upon such a request by the City, the employee shall promptly supply satisfactory proof of residency information so requested. Failure to comply with these requirements or falsifications of information provided shall be grounds for immediate termination.

In addition to the foregoing, the City may implement such methods or means as it determines (e.g., the Everbridge System critical events management platform, or any other system) to manage or help manage recalls for critical/emergency events. Regardless of their residency locations, bargaining unit employees are subject to recall applying one of two maximum response times, as Management determines at the time, including, consideration of the

nature and severity of the particular critical event giving rise to the emergent recall, i.e., Level 1: 30-45 minutes; Level 2: 45-60 minutes. The City will designate and assign the specific numbers and classifications of employees for recalls as it determines necessary. In doing so, the City will follow the normal callout procedure. When feasible, the City will alert the DPW employees to be recalled in advance of their anticipated recall for a known or predicted event (e.g., flood, storm, snow, etc.) by text or other method deemed appropriate at the time. In circumstances where the City provides at least two hours' notice, the Employee shall be responsible to report for duty at the designated time; otherwise, the employee shall report in accordance with the above referenced response times. In the event of emergencies or other critical situations that require immediate action (e.g. closing of flood gates, power outage response, clearing roadway to ensure emergency passage, etc.) the City may, at its discretion, utilize outside (non-unit) personnel to work with or respond/act in lieu of DPW bargaining unit employees with the understanding that if there is substantial additional (non-crisis) work to be performed which would normally be done by bargaining unit employees, the City will, when feasible, assign it to its bargaining unit employees in normal course. The Union shall not grieve the City's work assignments made in accordance with this provision.

ARTICLE VI - DISCIPLINE AND DISCHARGE

Section 3 - Modify as follows

1. Failure to follow the Department's call-off procedures and methods.
6. Leaving work before the end of the shift without first notifying and receiving approval from the employee's direct supervisor, which should not be unreasonably withheld if good and sufficient reason is provided.
7. Excessive or habitual absenteeism from work.
8. Failure to wear personal protective, safety-related equipment or weather-related clothing required and provided (actually or financially) by the City.
9. Failure to stay with maintain and/or properly care for City equipment.
- [New] 12. Use of mobile or electronic device while at work, in violation of applicable laws, rules or regulations.

Paul Miller Law – effective 6/5/25 – prohibits use of hand-held devices while driving, even while stopped temporarily due to traffic, red light or other momentary delay.

- [New] 13. Abuse of sick time.

ARTICLE IX – UNION REPRESENTATION AND STEWARDS

Section 2 - Modify as follows:

SECTION 2: Stewards called upon to investigate or handle grievances will be paid for such time so long as the amount of work time taken is reasonable and genuinely necessary in relation to the issue and their union duties performed. Before leaving work for this purpose, Stewards shall notify and receive permission from their direct supervisors, then punch out and perform their union duties. Upon completion, they shall punch back in. Stewards may

be required to specify their time spent as a condition of pay approval, but they will not be required to disclose appropriately confidential information.

ARTICLE X – GRIEVANCE PROCEDURE

Modify Section 3 to make the following changes:

Replace “foreman” with ”Supervisor”; replace FMCS with AAA; and consolidate Steps 1 and 2 of the grievance procedure to provide that a grievance must be submitted in writing within 5 working days (defined as Monday through Friday, excluding contractual Holidays), and that the City then has 5 working days to respond.

ARTICLE XI – SENIORITY

Modify Section 6 as follows

SECTION 6: The City will prepare a Departmental seniority list within fifteen (15) regular Department work days after the effective date of this Contract and annually thereafter (to be posted by January 15th) with copies to the Union. Copies of this list will be posted on the bulletin boards. Oversights, typographical errors, mistakes, etc. may be corrected by the City at any time.

[New Section] CDL Bench Driver - for the duration of the agreement, the City will establish up to fourteen (14) Bench CDL Driver positions. To qualify for such a position, an employee must possess a valid CDL and must not currently occupy a City position that requires a CDL. The City will pay an enhanced hourly rate of an additional \$0.82/hr for all hours worked, whether or not working a CDL capacity, contingent upon agreement to accept CDL assignments when directed by the City.

[New Article] 457 Plan

Effective beginning in fiscal year 2027, and for each year of this Agreement thereafter, City will contribute up to 1% of an employee’s salary, based on a 1:2 match, for Plan-eligible bargaining unit employees active on its roster through September of that year.

ARTICLE XII – WORKING CONDITIONS

Section 4 - Modify as follows:

SECTION 4: The City shall determine the number and kinds of bargaining unit employees needed when overtime is required. An employee who works in excess of his/her regular shift hours, whether before or after his/her shift, shall be paid at overtime for all time worked beyond eight (8) hours on that shift. Employees actually called in from home or other bona fide outside locations will be paid at least two (2) hours of overtime pay – four (4) hours if the call-in was more than two (2) hours from the beginning or end of his/her regular work time.

[New Section] – Special Twelve (12) Hour Flex Shifts

When the City, at its sole discretion, determines that continuous departmental coverage for at least twelve (12) hours is required for events, including but not limited to snow emergencies or flooding, it may implement special twelve (12) hour flex shifts per schedules as it determines in order to ensure appropriate response time, coverage and task achievement. In order to accomplish that, employees may be required (mandated) to work the special twelve (12) hour

flex shift/s, which may include weekends or holidays. If two (12) hour flex shifts are implemented, the City will divide the employees for those shifts into operational groups of the specific job classifications it determines necessary and sufficient to staff all functions. If two shifts, the employees in each classification shall select their shifts by bargaining unit seniority, which Management will honor unless it reasonably determines that an employee is needed to work another shift. The City will first request volunteers from the employees in a particular classification; if the number of volunteers is insufficient, it will mandate from among the remaining employees in that classification, or more broadly (other bargaining unit employees), if necessary. Mandation will be from the bottom up, by bargaining unit seniority, and then pick up with the next least senior employee in the classification the next time mandation is required. No employee shall be assigned shifts longer than sixteen (16) consecutive hours in a 24-hour period.

When the event is deemed ended or under control, the Department shall transition back to the regular work schedule shifts, and

- Employees finishing a shift which will run into the next day's regular shift will work the number of hours on that next day shift needed for them to reach the sixteen (16) hour cap, and will resume their normal work schedule on their next following regular scheduled shift.
- Employees finishing an Evening Shift or Day Shift under this section shall work their next following regular scheduled shift.

Employees assigned to special flex time shift schedules under this section will be paid straight time for the first eight (8) hours worked, and overtime for all time worked in excess of eight (8) hours, plus an additional seventy-five cents (\$0.75) per hour for all hours they worked hereunder during the designated flex period.

ARTICLE XV – WAGES

Modify Section 1 as Follows:

2025: Current regular full-time bargaining unit employees who completed their probationary period on or before January 1, 2025 will receive a one-time, lump sum payment of two thousand five dollars (\$2,500.00). Current regular full-time bargaining unit employees who completed their probationary period between January 1 and June 30, 2025 will receive a prorated portion of the lump sum.

2026: Effective July 1, 2026: \$1.50/hr. increase for all bargaining unit positions, except \$2.00/hr. increase for auto repair, equipment vehicle maintenance, mechanic, and heavy equipment operator positions.

2027: Effective July 1, 2027: 3% across-the-board

2028: Effective July 1, 2028: 3% across-the-board

2029: Effective July 1, 2029: \$1.00/hr. across-the-board

Effective the first payroll after ratification, employees in the positions of Chauffeur I, Chauffer II and Sweeper Chauffeur will all move up to the Pac Master Operator rate of pay and the new modified job title will be Chauffeur/Sweeper.

SECTION 6: METHOD OF WAGE PAYMENT

Modify Section 6 as follows:

The City will pay all employees covered by this Agreement biweekly. Upon completion of probation an employee shall complete all necessary forms, including providing the Human Resources and Payroll offices with employee’s bank information. All employees shall be paid by direct deposit.

ARTICLE XVII – SICK LEAVE

Added section

Subject to the provisions of this article, the City retains the authority to establish and implement sick leave policies reasonably related to effective workforce management throughout the term of this Agreement. Should the Union wish to challenge any newly implemented sick leave policy, it may submit the matter directly to expedited arbitration, with the option of bypassing initial grievance steps.

Modify Section 12 – Leave of Absences as follows:

SECTION 12 (A) The City will comply with the Family Medical Leave Act (“FMLA”) of 1993, which provides up to twelve (12) weeks of leave in a twelve (12) month period with a guarantee of the same or equivalent job upon return to work. A request for time off due to the birth or adoption of a child shall be regarded and treated as request for unpaid FMLA leave. In such circumstance, if an eligible bargaining unit employee fully qualifies for FMLA leave the City will provide her/him up to two (2) weeks of paid time off, which time will run concurrently with FMLA leave. If an employee does not meet the eligibility requirements for a family or medical leave, but needs time off because of a medical condition, the City may grant up to four (4) weeks of unpaid leave, but job reinstatement is not guaranteed. Appropriate doctor certification must be provided along with a completed Family Medical Leave form in order to take leave under FMLA.

ARTICLE XVIII - CLOTHING AND TOOL ALLOWANCE

Modify Section 4: Mechanic’s Tool Allowance to increase to \$600 per year effective January 1, 2027.

ARTICLE XX – WELFARE PROVISIONS

Modify as follows

Section 5 -

1. During calendar years 2025 through 2029 the employees of this bargaining unit shall pay the following bi-weekly payroll deductions as their share of their healthcare premiums during those years:

	2024 - 2025 (current)	2026	2027	2028	2029
Single	\$74.42	\$78.88	\$84.40	\$91.15	\$100.26
Employee/Spouse	\$75.00	\$79.50	\$85.06	\$91.86	\$101.07
Parent + Child	\$70.00	\$74.20	\$79.39	\$85.74	\$94.31
Parent + Children	\$73.00	\$77.38	\$82.80	\$89.42	\$98.36
Family	\$91.59	\$97.08	\$103.88	\$112.19	\$123.41

The increased employee contributions in 2026 and 2027 will be effective beginning July 1st of each year. The increases for 2028 and 2029 will take place on the 1st of each year.

2. During calendar years 2025 through 2029 the employees of this bargaining unit shall pay the following co-payments for primary physician and specialist physician visits:

Physician Co-Pays	2024-2025	2026	2027	2028	2029
Primary – Per Visit	\$20	\$35	\$35	\$40	\$50
Retail Clinic, Virt.	\$20	\$35	\$35	\$40	\$50
Specialist – Per Visit	\$35	\$60	\$70	\$75	\$90
Urgent Care	\$35	\$60	\$70	\$75	\$90
Emergency Room	\$150	\$225	\$225	\$250	\$300
Therapy and Rehab	\$20	\$35	\$35	\$40	\$50

3. During calendar years 2025 through 2029 the employees of this bargaining unit shall pay the following co-payments for prescription medication:

RX Tier	2024-2025	2026	2027	2028	2029
Tier 1	\$5	\$10	\$10	\$10	\$10
Tier 2	\$25	\$50	\$60	\$65	\$75
Tier 3	\$80*	\$100	\$120	\$125	\$135

ARTICLE XXIX – DURATION OF AGREEMENT

5 years

AGREED:

Eileen Cipriani, for City of Scranton 3-18-26
 Eileen Cipriani, Date
 Business Administrator

Lawrence Wynne, for Union 3/18/26
 Lawrence Wynne, Date
 President Local Lodge 2305

Christopher Gentile, for Union 3-18-26
 Christopher Gentile, Date
 Vice President Local Lodge 2305

Roger Leonard, for Union 3-18-26
 Roger Leonard, Date
 Member, Local Lodge 2305
 Negotiating Committee

Anthony Armideo, for Union 3/18/26
 Anthony Armideo, Date
 Directing Business Representative