

Memorandum of Agreement
for the Resolution of the 2007-2012 Collective Bargaining Agreement
between
The City of York, Pennsylvania
And
The York Professional Fire Fighters Association, Local No. 627 I.A.F.F.

1. The parties mutually agree to modify the arbitration award in AAA Case No. 14 360 L 01100 06 and to resolve the litigation arising therefrom in its entirety as follows:

2. UNAFFECTED PROVISIONS

Except as otherwise specifically provided by this document, all terms and conditions of the parties' January 1, 2004 to December 31, 2006 collective bargaining agreement ("the Collective Bargaining Agreement") shall remain in full force and effect for the duration of the successor contract.

3. ARTICLE 44 – DURATION

The duration of this collective bargaining agreement shall be for a period of six years, commencing on January 1, 2007 and terminating on December 31, 2012.

4. ARTICLE 14 – WAGES

The wages of the bargaining unit shall be increased as follows:

2007: 2%
2008: 2%
2009: 2%
2010: 2.75%
2011: 3.5%
2012: 3.75%

5. ARTICLE 14 – RANK DIFFERENTIAL

Effective January 1, 2007, Lieutenants/Captains shall earn 7% above the rate set for firefighters with over three (3) years seniority. Effective January 1, 2007, Assistant Chiefs shall earn 7% above the Lieutenant's/Captain's rate of pay.

Effective January 1, 2009, Lieutenants/Captains shall earn 8% above the rate set for firefighters with over three (3) years seniority. Effective January 1, 2009, Assistant Chiefs shall earn 8% above the Lieutenant's/Captain's rate of pay.

Effective January 1, 2010, Lieutenants/Captains shall earn 9% above the rate set for firefighters with over three (3) years seniority. Effective January 1, 2010, Assistant Chiefs shall earn 9% above the Lieutenant's/Captain's rate of pay.

Effective January 1, 2012, Lieutenants/Captains shall earn 10% above the rate set for firefighters with over three (3) years seniority. Effective January 1, 2012, Assistant Chiefs shall earn 10% above the Lieutenant's/Captain's rate of pay.

6. ARTICLE 14 – LONGEVITY

Effective January 1, 2007 the longevity schedule applicable to the bargaining unit shall be modified to provide as follows:

YEARS	2007	2009	2011	2012
0 – 5	0.0%	0.0%	0.0%	0.0%
5 – 10	1.6%	1.9%	2.2%	2.5%
10 – 15	3.0%	3.7%	4.3%	5.0%
15 – 20	4.5%	5.5%	6.5%	7.5%
20 – 25	6.0%	7.4%	8.7%	10.0%
OVER 25	7.5%	9.2%	10.8%	12.5%

7. ARTICLE 17 – PAID HOLIDAYS

- A. Employees who are scheduled to work on Easter Sunday, Memorial Day, Fourth of July and Labor Day shall be paid at 1.5 times the rate. If the employee is called in when not scheduled, he or she shall receive double rate pay.
- B. Christmas Pay. A lump sum payment of one-half day’s pay, based on a ten (10) hour day, shall be paid to each member of the bargaining unit on the payday immediately preceding Christmas.

8. ARTICLE 20 – VACATION SELECTION

Firefighters Suppression

Vacation shall be selected by Platoon seniority at shift meetings. Each Platoon shall select a vacation selection day, at least one (1) year in advance which day shall occur before Thanksgiving of each year. Selection shall:

- 1. Begin with the senior employee on the seniority list picking one (1) work period (scheduled consecutive work days in either the first half or the second half of the duty year as determined by the Fire Chief’s Office, following down the seniority list in this manner until all Platoon members have chosen one (1) work period (scheduled consecutive work days).
- 2. Beginning with the most senior employee, each employee shall pick another work period (scheduled consecutive work days) in the opposite half of the year.

For the other work periods (scheduled consecutive work days), the same procedures (A and B) shall be followed. After picking six (6) work periods (scheduled consecutive work days), the employee may hold extra days to be used in the 1st half, which will be picked before March 1 of each year and hold remaining extra days, which will be picked before September 1 of each year. Any vacation, which is reserved in this manner, shall be given on a first pick basis with no seniority used. Any Platoon member failing to pick held days by March 1st and September 1st shall have his vacation days assigned by the Chief or his designee. All vacation selection procedures shall occur during on duty time period. An employee, who is injured, ill, or unable to attend for any other reason, may have his selection made by proxy. Any disputes as a result of a proxy are not subject to the grievance process.

Bargaining unit members can change their vacation days during the course of the year or swap them with other willing bargaining unit members.

9. ARTICLE 25 – SICK LEAVE

- A. Current employees' sick leave shall be earned at the rate of thirty (30) days per year with a maximum accumulation of two hundred (200) days. Employees hired after the final execution date of this award shall earn twenty (20) sick days per year with a maximum accumulation of two hundred (200) days.
- B. Upon retirement, the employee shall be paid twenty-five percent (25%) of the first two hundred (200) days accumulated sick leave at the following rates:

2007	120.00
2008	125.00
2009	130.00
2010	130.00
2011	135.00
2012	140.00

10. ARTICLE 26 – MEDICAL BENEFITS

The City shall for the duration of this agreement provide the benefits provided herein. The City shall also provide like health benefits for eligible spouse and dependents of an employee.

Effective January 1, 2007, medical benefits shall be changed as follows:

Life Insurance	One year salary
Accidental Death and Dismemberment	One year salary

The City shall make available to each employee the opportunity to purchase additional life insurance equal to what they already have at the same costs currently being paid by the City for life insurance coverage.

VISION CARE:

Examination fee:	\$75.00
Once in 24 consecutive months for adults	
Once in 12 consecutive months for children	
Lenses, Frames, Contacts	Reasonable & Customary
Once in 24 consecutive months for adults	
Once in 12 consecutive months for children	

DENTAL CARE:

Preventative & General	100%
Prosthetic	50%
Maximum for Preventative, General & prosthetic	\$3,000/yr.
Orthodontics:	
Children under 19 years	
Co-Insurance	50%
Lifetime Maximum	\$1,000

11. ARTICLE 26 – HEALTH INSURANCE AND PREMIUMS

- A. Effective as soon as practicable after the execution of this award, the City shall implement the same Platinum PPO Plan (the PPO Plan”) that it offers to York City Police Officers as of the date of this award with respect to all bargaining unit members. Except as may be provided herein, the benefits, deductibles and limitations of that PPO Plan shall be those in effect for York City Police for the PPO as of the date of this award. The PPO Plan shall contain a deductible carryover provision.

If a participant satisfied the deductible in October through December of the calendar year, such paid deductible will satisfy the following year’s deductible for claims involving the same illness or injury.

- B. Effective January 1, 2007 the following deductibles shall be applicable to prescriptions obtained by active employees under the program:

Prescription Co-Pay (Active) per prescription

	2007	2008	2009
Generic	\$3.00	\$3.00	\$5.00
Name Brand	\$5.00	\$5.00	\$10.00

Effective with the first day of the first full month following the issuance of this Award, a new three tier prescription drug program shall commence under the following terms:

Three tier design as follows:

- \$5 generic
- \$15 formulary brand
- \$30 non-formulary brand

Name brand selected/generic available equal difference in cost to City from name brand to generic unless medically necessary. Employee is responsible to provide documentation from prescribing physician that includes specific reasons for medical necessity of the name brand. Existing drug therapies shall be grandfathered, consistent with the participant’s Annual Health Risk Assessment.

All medical and dental benefits are subject to and limited to reasonable and customary amounts.

12. WELLNESS/DISEASE MANAGEMENT

Effective as soon as practicable after the execution of this Award, the City shall implement the following Wellness/Disease management programs:

1. **Annual Health Risk Assessments** – Active bargaining unit members and spouses who fully complete and submit the health risk assessment receive \$25 each in an employee Health Reimbursement Account (HRA).
2. **Life Style Management Program** – Active bargaining unit members and spouses who engage with a nurse in risk reduction receive \$50 each to their HRA - \$25 upon signing up and another \$25 upon completing the course.
3. **Disease management Program** – Mandatory participation in program involving counseling by qualified RNs and Registered Dietician Advisors. This includes targeted health educational materials.

13. COPAYMENTS BY ACTIVE EMPLOYEES

- A. Effective January 1, 2007 to December 31, 2008 the copay imposed by the City shall remain undisturbed. Effective January 1, 2009 the copay language appearing in Article 26 shall be deleted and thereafter bargaining unit members enrolled in the Platinum PPO will only be charged a premium co-payment of \$6.74 a month for single coverage and \$16.74 per month for Family coverage. The monies shall be deducted as pre-tax dollars.
- B. Bargaining unit members who choose to continue to participate in the current traditional indemnity plan after the issuance of this Award will be required to pay the difference between the COBRA cost of the indemnity plan and the COBRA cost of the Platinum Plan.
- C. OPT OUT PROVISION – Effective with the calendar month next following the execution of this Award, bargaining unit members who have health care and prescription coverage from another source, with documented verification of same, may choose to opt out of the City's health care and prescription plans. In return, the bargaining unit member will annually receive \$1,200, payable in monthly installments of \$100. If the bargaining unit member chooses to reinstate medical coverage with the City, then, upon written request, the City shall reinstate coverage for the bargaining unit member and dependents.

14. COPAYMENTS BY RETIREES

- A. Bargaining unit members retiring thirty days or more after the date that this Award is issued will receive for themselves and their dependents the same health care plan and prescription plan then available to bargaining unit members. Such retirees will contribute \$1,100 per person/\$2,200 per family per year towards the cost of the health care and prescription coverage.
- B. Bargaining unit members who retired prior to thirty days after the date that this Award is issued will continue to receive health insurance in effect at the date of their retirement and shall be subject to the \$700/\$1,400 annual copayment provided therefore.

15. ARTICLE 35 – LEAVE FOR UNION AFFAIRS

CHANGE Section A to permit one (1) delegate and one (1) alternate for the International Association of Fire Fighters Association Convention (biennial).

CHANGE Section B to permit three (3) delegates and three (3) alternates for the Pennsylvania Professional Fire Fighters Association Convention (biennial) and any elected officers of the Pennsylvania Professional Fire Fighters Association.

ADD that the City shall grant the night shift off-duty, with pay, for any elected officer of the Central Pennsylvania Professional Fire Fighters Association to attend their regularly scheduled meetings.

16. ARTICLE 37 AND ARTICLE 38 – CLOTHING AND PERSONAL EFFECTS

Clothing allowance shall be increased \$10 for each year of the Agreement. The shoe allowance shall be increased \$5 for each year of the agreement. The personal effects reimbursement for watches shall be \$50 and for wallets shall be \$25.

17. ARTICLE 42 – REIMBURSEMENT FOR COLLEGE COURSES

The reimbursement for college courses shall be 50 percent of the cost of tuition, books and fees related to Firefighting Science and Emergency Management Services upon completion of the course and upon providing the City with satisfactory evidence that the employee had personally paid for the course and received a final grade of no lower than a 2.0 on a scale of 4.0.

18. FIRE FIGHTER SAFETY

Article 36 shall be amended by deleting the language appearing therein in its entirety and replacing that language with the following:

1. Each engine company maintained by the City shall be actually staffed on each shift with no less than two fire fighters.
2. Each ladder company maintained by the City shall be actually staffed on each shift with no less than two fire fighters.
3. Each shift shall be scheduled to be overseen by at least one (1) Captain and an Assistant Chief; however, only one of said officers need to be actually working on each shift.
4. The number of pieces of apparatus and fire companies maintained by the City is left to the City's discretion, however, the City shall maintain at all times an on-duty staffing of no less than ten (10) fire fighters and one (1) officer in Fire Suppression, and a minimum of two full time bargaining unit members in the Fire Prevention Bureau.

In exchange for the minimum staffing requirement, the Local agrees to transfer the administration and inspection of tenant-occupied properties within the City, including rechecks and complaints, out of the bargaining unit.

5. Safety and Health

- A. There are essentially two (2) distinct areas of concern regarding the safety and health of employees who are covered by the terms of this contract:
 1. The first, which affects the safety and well-being of employees, involves the inherent hazards of a fire fighting environment; and
 2. The second, which affects the safety and health of employees, involves the inherent hazards associated with the normal operations of the buildings and equipment covered by the terms of this agreement.

With respect to the first, the Employer agrees that no firefighter should be needlessly subjected to a danger that could be avoided or minimized and, therefore, will lower those inherent hazards, including personnel assignments, to the lowest possible reasonable level. The Union recognizes that by the very nature of the duties associated with firefighting, these hazards can never be completely eliminated.

With respect to the second, the Employer agrees to furnish to employees places, equipment and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious bodily harm. In accordance

with all applicable federal laws, standards, codes, regulations and executive orders.

- B. The parties agree that participation in and monitoring of safety programs by the Union is essential to the success of these programs.
 - 1. It is understood by the parties that the Employer has the responsibility for providing information and training on health and safety issues; and
 - 2. Although the Employer employs personnel whose primary function is to oversee the health and safety programs at each facility, representatives of the Employer that have a primary function of administering the laws, rules, regulations, codes, standards, and executive orders related to health and safety matters are the recognized authorities when issues involving health and safety are raised.
- C. The Employer will establish a safety and health committee that will serve in an advisory capacity and be composed of equal numbers of representatives of the Employer and the Union. The primary duties of the safety and health committee shall be to:
 - 1. Develop and recommend specific goals and objectives designed to reduce the number and severity of on-the-job accidents and occupational illnesses;
 - 2. Review reports of on-the-job accidents, injuries and occupational illnesses, to identify specific hazards and adverse trends, and to formulate specific recommendations to prevent recurrences;
 - 3. Review findings of inspections, audits, and program reviews to assist in the formulation of recommendations for corrective action; and
 - 4. Review plans for abating hazards.

Safety and health committees will meet at least quarterly. More frequent meetings may be held as needed.

Written minutes of each meeting will be maintained and made available to all committee members. All information necessary for the effective conduct of the safety and health committee will be made available to the committee.

- D. Official time will be granted to the Union representative(s) to attend the safety and health committee meetings and to participate in any health and safety activity under laws, rules, regulations, executive orders, and this Agreement. Any costs incurred to participate in any meetings or activities referenced in this article will be reimbursed by the Employer.
- E. Unsafe and unhealthful conditions reported to the Employer by the Union or employees will be promptly investigated. Any findings from said investigations relating to safety and health conditions will be provided to the Union, in writing, upon request. No employee will be subject to restraint, interference, coercion, discrimination, or reprisal for making a report and/or complaint to any outside health/safety organization and/or the Employer.
- F. Material Safety Data Sheets for all hazardous materials in use will be maintained in the Chief's Office and will be made available for review by any members of the bargaining unit.
- G. The foregoing safety provisions are not intended to mechanically require the application of the NFPA 1700 standards nor shall they preclude in their application consideration of the principles underlying those standards.

19. BACK PAY

Any monies owing to current and former members of the bargaining unit by reason of the adjustments provided herein, including any excessive deductibles or health care costs paid by them to the City or otherwise, shall be paid to them within not more than thirty (30) days from the date of issuance of this award.

20. IMPACT ON PENDING LITIGATION

Upon the execution of this Agreement, the Union shall withdraw its appeal pending in the Commonwealth Court at 136 CD 2014. The parties shall consider the terms and conditions of this Agreement to be in full and complete compliance with and satisfaction of the January 22, 2014 decision of the Court of Common Pleas of York County in No. 2009 SU-005095-08.

CITY OF YORK

By:

C. Kim Bracey
Mayor

By:

David P. Michaels
Fire Chief

**LOCAL UNION NO. 627
OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO**

By:

Fred DeSantis
President

William Sleeper

1st Vice President

Date