

PREAMBLE

This Agreement entered into by the City of York hereinafter referred to as the “City,” and Teamsters Local 776 of Harrisburg, PA, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

The City recognizes the Teamsters Local 776 (Union) as the exclusive bargaining agent for the blue collar employees who are employed by the City, as hereinafter defined, for any and all matters relative to their wages, hours and working conditions, as set forth in this Agreement. The City further acknowledges that the Union is certified as the exclusive bargaining representative of such blue collar employees of the City, pursuant to the certification issued by the Pennsylvania Labor Relations Board July 18, 2007 in Case of PERA-R-07-218-E. The bargaining unit shall consist of all full-time and regular part-time employees performing blue collar work, including all work in the classifications listed in Article 35, except as specifically otherwise provided herein.

ARTICLE 2 MANAGEMENT RIGHTS

The direction of City operations, including the determination of the methods and means by which such operations are to be conducted shall continue to be the function of management. Delivery of municipal services in an efficient and effective manner is of paramount importance to the City and the Union employees.

The City's right to establish and/or revise performance standards or norms, notwithstanding the existence of prior performance levels or standards, is recognized by the Union. These standards, developed by normal work measurement procedures, may be used to determine acceptable levels of performance, to prepare work schedules, and to measure the performance of any employee or group of employees. Standard Procedure Instruction 53-2, as amended or hereafter amended, (effective date: January 15, 1976) describes the Performance Evaluation Program the City of York utilizes for this purpose.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with guidelines established later in this Agreement. In recognition of these rights, it is agreed that the City shall retain all management rights, which are provided by law or obtained through collective bargaining, subject to the provisions of this Agreement, including the following:

- (a) To determine the management organization, the selection, retention, and promotions for classifications not within the scope of this Agreement;
- (b) To direct employees of the City;
- (c) To maintain discipline;
- (d) To hire, promote, transfer, assign, retain and lay off employees;
- (e) To discipline, suspend, demote or discharge employees, any such action being only for just cause;
- (f) To maintain the efficiency of the government operations entrusted to it;
- (g) To determine the method and means by which such operations are to be conducted;
- (h) To schedule employees duties to meet the needs of the City;
- (i) To determine the duties to be included in any job classification;
- (j) To determine the number of personnel to be employed or retained in employment;
- (k) To determine the necessity for overtime and the amount of overtime required;
- (l) To take necessary action in an emergency, as hereinafter defined, which action is necessary to carry out the responsibilities and functions of the City;
- (m) To relieve employees from duty because of a lack of work or other legitimate reason;
- (n) To make and enforce reasonable rules of conduct;
- (o) To introduce new or improved methods, equipment or facilities, or to change existing methods or facilities;
- (p) To establish programs, budgets, organizational structure, and standards of service and performance.

For the purpose of this Agreement, an "emergency" shall be defined as a sudden or unexpected event which creates a dangerous condition necessitating immediate action on the part of the City; however, ordinary or customary conditions shall not be deemed to be emergencies. The City shall use its best efforts to expeditiously resolve all emergency situations.

ARTICLE 3 UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain his/her membership in the Union. Employees may, however, resign from the Union within fifteen (15) days prior to the expiration of this Agreement without penalty by serving written notice to Teamsters Local 776, 2552 Jefferson Street, Harrisburg, PA 17110, and to the City.

Section 2. Upon completion of their probationary period, all members of the bargaining unit who do not join the Union, as a condition of continued employment within the bargaining unit, must pay to the Union each month "fair share" service fees as a contribution toward the administration of the Collective Bargaining Agreement between the parties. Fair Share fees shall be in accordance with the provisions of the Pennsylvania Fair Share Act, 71 P.S. § 575, as amended, and based on the cost of representation reflected in the Union's annual report. The City shall be notified of that cost on or about July 1 annually. This payment shall be deducted in accordance with Article 4.

Section 3. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of the fair share clause in Section 2 above.

ARTICLE 4 - CHECK-OFF (DUES, CREDIT UNION, D.R.I.V.E.)

Section 1: The City agrees to deduct an initiation fee and the monthly Union membership dues from the earned wages of each employee within the bargaining unit who requests the City individually in writing to do so. This authorization shall be irrevocable by the employee during the term of this Agreement. The Union hereby certifies that its present amount of membership dues has been fixed pursuant to the constitution and by-laws of the Union. In the event that the amount of Union dues is hereafter changed, notice of such change shall be provided in writing to the City thirty (30) days prior to any change in dues deduction. The Union agrees to hold the City of York harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of action taken by the City of York in connection with the deduction of dues. The term "dues" shall not be deemed to include any fine, assessment, contribution, or other form of payment required from Union members, except the payment generally required from other members of the bargaining unit. The City agrees to distribute Union membership applications and dues deduction authorization forms to each newly hired employee.

Section 2: The City further agrees to deduct an initiation fee and a fair share fee monthly from all employees in the bargaining unit who are not members of the Union. Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted, and the names of employees from whom the amounts are to be deducted, shall be certified to the City by the Union, and the City shall remit the aggregate deductions of all employees, together with an itemized statement, to the Union by the fifteenth day of the succeeding month, after such deductions are made.

Section 3: Where an employee has been suspended, furloughed, or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the City shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay.

Section 4: The City shall provide the Union, on a bi-annual basis, a list of all employees in the bargaining unit(s) represented by the Union. This list shall contain the employee's name, social security number, address, department in which employed, classification, and whether the employee is a member or non-member.

Section 5: The Union shall provide the City with an annual notice that the City shall distribute to all non-members before the last day of November each year. This annual notice shall include information concerning the manner in which the fair share fee has been determined, shall inform non-members of their right to an impartial hearing before an arbitrator to resolve disputes concerning the fee, and shall set forth the procedure for proceeding to such a hearing. The City shall not refuse to carry out its obligations under this Article on the grounds that the Union has not satisfied its obligations under this section.

Section 6. D.R.I.V.E.: The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employees on whose behalf a deduction has been made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 5 HOURS OF WORK

All employees' work hours and schedules shall be subject to the following provisions:

1. Work schedules showing employees' shifts, work days and hours shall be posted on each department bulletin board or via electronic media (*i.e.*, text message, email, *etc.*) at all times.
2. Work schedules shall be prepared in accordance with the operational needs of the various departmental work units. Employees shall be notified of any schedule changes seven (7) calendar days in advance, barring emergency situations when such advance notice is not possible.
3. Employees shall be entitled to one (1) fifteen-minute break during the first half of the shift and one (1) fifteen (15) minute break during the second half of the shift. The

afternoon fifteen (15) minute break may be replaced, however, by a forty-five (45) minute lunch break if such a change is approved by a majority of the employees in the work unit and the immediate supervisor of those employees. Such a change must include the entire work unit.

4. Employees required to work more than two (2) hours beyond their regular shift shall be given a thirty-(30) minute meal period, with pay. An employee shall be permitted to leave the work premises during this meal period.
5. During weeks in which a holiday occurs, employees working on paving operations will/be scheduled to work eight (8) hour days.
6. At the City's option, the employees assigned to the Wastewater Treatment Plant may be required to work a shift consisting of three (3) twelve (12) hour days during one week and four (4) twelve (12) hour days the alternating week.
7. As a substitute for any shift differential, all eligible employees assigned to twelve (12) hour shift shall receive a bonus of twenty-seven cents (\$.27) per hour above base rate.
8. Employees who normally work a twelve-(12) hour work shift shall have their personal leave day and holidays based upon a twelve-(12) hour day. However, vacation, sick leave, etc. will be based on an eight-(8) hour day. (One day's vacation required twelve (12) hour's vacation leave).
9. During a twelve-(12) hour day, there will be no specific time off for meals. The employee will be on duty for the entire twelve-(12) hour period. However, employees will be allowed one-half (1/2) hour for meals during each twelve-(12) hour shift.
10. The City reserves the right to place the least senior employee or transferred employee on the vacant shifts(s) at the Wastewater Treatment Plant after offering said shift(s) by seniority to the existing employees of the Wastewater Treatment Plant.

ARTICLE 6 SENIORITY

Seniority shall be measured by the length of continuous service in the bargaining unit. Seniority rights shall become effective after the 120 calendar day probationary period. If a part-time employee promotes or transfers to a full-time position, the employee's full-time seniority will be calculated by the number of hours worked as a part-time employee, i. e., the hours will be pro-rated based on 2080 hours per work year. Seniority rights shall be lost:

1. Eighteen (18) months from the date of layoff; or
 2. From the failure to return to work two (2) weeks after the date of recall to return to work;
- or

3. Immediately from the date of resignation, retirement or termination from employment with the City.

In all cases of lay-off, the employee's bidding and bumping rights shall be first based upon the employee's seniority and second upon the employee's qualification for the job. Denial for any bargaining unit job may be subject to the grievance procedure. An employee on layoff may apply for another job in accordance with the Job Classification Displacement Schedule as found in this Article or for any other bargaining unit job previously held, provided he has the ability to perform the work and has greater seniority. An employee who cannot perform in the new classification shall be returned to his former classification and placed on lay-off. The City shall maintain two (2) seniority lists, one (1) for full-time employees and one (1) for part-time employees. A full-time employee may bump another full-time employee with less seniority or any part-time employee. A part-time employee may only bump another part-time employee with less seniority. Employees who have been laid off shall be recalled before any new employees are hired to work in the same classification. Employees shall be recalled in order of seniority, and full-time employees shall be recalled first. Employees subject to lay-off shall have the right of recall for an eighteen (18) month period from the date of the layoff

In the event of a lay-off, the affected employee who is finally displaced shall be given an opportunity to be trained in a classification where a vacancy exists, provided he has the ability to be trained in that classification. Seniority lists shall be brought up-to-date on June 1 and December 1 each year; a copy being sent to the Union. The Union shall also be notified of new hires, terminations, lay-offs and recalls in the bargaining unit as they occur.

JOB CLASSIFICATION DISPLACEMENT SCHEDULE

Column A	Column B
Downtown Maintenance Worker Laborer Custodian Part-time Positions	← Parking Meter Service Person ← Building Maintenance Worker I ← Building Maintenance II ← Building Maintenance Crew Leader ← Painter I ← Painter II ← Tree Climber ← Forester Crew Leader ← Concrete Worker I ← Concrete Worker II ← Concrete Worker Crew Leader ← Equipment Operator I ← Equipment Operator II ← Equipment Operator III ← Construction Crew Leader ← Automobile Mecahnics I ← Automobile Mechanic II ← Labor Crew Leader ← Wastewater Collection Operator I ← Wastewater Collection Operator II ← Assistant Filter Dryer Operator ← Wastewater Treatment Plant Operator I ← Filter Dryer Operator and/or Wastewater Treatment Plant Operator II ← Wastewater Treatment Plant Maintenance Mechanic I ← Wastewater Treatment Plant Maintenance Mechanic II ← Wastewater Treatment Plant Maintenance Mechanic Crew Leader ← Park Utility Technician

The parties specifically agree that the presence of a position on the Job Displacement Schedule shall in no way obligate the City to budget and/or fill a particular position.

ARTICLE 7 POSTING & VACANCIES

When a vacant position within the bargaining unit is to be filled, the City shall place an announcement of the vacancy on bulletin boards in designated locations. All announcements of positions to be filled shall be posted for fourteen (14) calendar days and shall be subject to the following provisions:

1. Any eligible bargaining unit member may submit a bid with all supporting documents required by the City, which shall be made available to bargaining unit members, for the announced vacancy and shall submit an application on forms designated by the City, within fourteen (14) calendar day period. Failure by the applicant to submit the City designated application and supporting documentation shall automatically disqualify the member from further consideration. A member with active discipline, (suspension without pay) in his or her official personnel file shall be prohibited from bidding on any vacant position. For the purpose of this Article “active discipline” shall be defined as fifteen (15) months from the date of issuance of the suspension without pay. A member must complete his or her initial probationary period (new hire probationary period) to be eligible to submit a bid for a promotion or transfer.
2. The City shall consider an applicant’s seniority and qualifications necessary for the position and if, as determined by the City, no current bargaining unit employee is qualified, the City shall consider other qualified applicants.
3. If an employee requests a transfer from one job within the bargaining unit to another job within the bargaining unit in a different department/bureau and if a vacancy exists, the employee shall be transferred to that position provided he has the ability as determined by the City and seniority to perform the work required in the classification. A transfer, if effected, shall be without loss of seniority in the employee’s classification.
4. If the successful employee fails to sufficiently perform the duties of the new position to which he/she was appointed pursuant to the bidding process set forth in this Article, the employee shall be returned to his or her former position that he/she occupied prior to being awarded the new position. If another employee occupies the employee’s former position, the other employee also shall be returned to his/her former position so that the employee may return to his/her prior position. This other employee shall similarly have rights to “bump” an employee who has filled his/her former position. This bumping shall continue as necessary to restore employees to their former positions. A new hire who is the final employee in this bumping process, and who has been hired to replace an employee who had transferred into another position, may be discharged from employment with the City without recourse to the grievance procedure.

5. An employee who on two (2) occasions fails to sufficiently perform his/her duties while in a probationary period, may not bid on a vacant position for a period of one (1) year from the date of the employee's most recently accepted bid.
6. Any employee who bids for and is accordingly awarded a vacant position may request to be transferred back to his/her prior position within ten (10) working days from his/her first working day in the new position, and such request shall be honored by the City. Only one (1) such request from each employee shall be honored by the City during that employee's employment with the City.
7. If, the city desires to take action against a bidding employee above and beyond what is provided for in this article, the City will be required to follow the progressive disciplinary steps, and such action should be subject to challenge by the Union through the grievance and/or arbitration procedure as set forth in the Collective Bargaining Agreement.

ARTICLE 8 TEMPORARY, PART-TIME AND SEASONAL EMPLOYEES

Temporary Employee – The City may employ non-Union temporary employees to perform special projects or program work for a maximum of ninety (90) calendar days. Provided, however, the City shall not employ any non-Union temporary employees to perform such special project or program without the written approval of the Union. The Union approval shall not be unreasonably withheld, if such work is customarily or usually performed by bargaining unit employees, or reasonably within the job description of the bargaining unit employee. A temporary employee shall be limited to forty (40) hours of work per work week, except as herein otherwise provided; and shall not be eligible for membership in the bargaining unit, unless such employee shall be employed for more than ninety (90) calendar days in an calendar year in any department of City government.

Seasonal Employee – The City and the Union acknowledge that there is a special classification of employee known as a “seasonal employee” who is employed by the City on a temporary basis for seasonal employment. A seasonal employee shall be limited to forty (40) hours of work per work week, except as herein otherwise provided; and shall not be eligible for membership in the bargaining unit, unless such employee shall be employed for one hundred eighty (180) calendar days or more in any calendar year in the Recreation and Parks Bureau or one hundred twenty (120) calendar days in any calendar year in any other department of City government. Any seasonal employee who is employed for one hundred eighty (180) days or one hundred twenty (120) calendar days or more in any other department of City government in a calendar year, as the case may be, shall automatically become a member of the bargaining unit. Recreation and Parks Bureau seasonal employees shall be allowed to work one hundred twenty (120) calendar days for the Recreation and Parks Bureau and then transfer to the “leaf crew” for an additional ninety (90) calendar days without interruption; those “transfer” seasonal employees shall not be eligible to

become members of the bargaining unit unless they work more than one hundred twenty (120) calendar days in the Recreation and Parks Bureau or more than ninety (90) calendar days in any other bureau.

The maximum number of seasonal employees that may be employed by the City shall be eight (8). Seasonal employees shall only perform traditional seasonal work, i. e., cutting grass, working on the leaf crew, and collecting trash from ball fields and City Parks. Additionally, the City shall not contract out bargaining unit work dealing with grass cutting or street sweeping for the duration of this Agreement.

Part-Time Employee - A part-time employee is a bargaining unit member that works less than an average of thirty (30) hours per calendar week (averaged on a monthly basis). A part-time employee shall not be eligible for health care benefits, vacation, pension benefits, sick leave or shift differential. A part-time Union employee is entitled to fifteen (15) hours of personal leave, work uniforms as outlined in Article 22, holiday pay as outlined in Article 30, jury duty pay as outlined in Article 26, and pro-rated bereavement leave as outlined in Article 25. To the extent part-time employees are eligible for any other leave time not specifically excluded herein, such time shall be pro-rated by the average number of daily hours the employee worked in the week in which the leave is sought to be used.

However, no part-time employee shall be assigned to work on a holiday unless no full-time employee elects to accept the holiday work assignment.

No Union employee shall be laid off, furloughed or discharged for lack of work or other similar reason, so long as any non-Union part-time, temporary or seasonal employee is performing any work which is within the job descriptions of bargaining unit employees. Furthermore, non-Union part-time, or temporary, or seasonal employees shall only be eligible for overtime assignments when the regularly scheduled worker fails to show on the second or third shift. A non-Union part-time employee, or a temporary employee, or a seasonal employee may work an overtime assignment for a period not to exceed (2) hours after a bargaining unit member has been notified of the overtime assignment and has accepted it.

The City agrees to meet with the Union and discuss any changes in work rules prior to the implementation of same. Probationary employees, as hereinafter defined, shall be fully covered by the provisions of this agreement, except that such employees may be discharged if they fail to complete their probationary period to the satisfaction of the City.

The City reserves the right to develop new position classification descriptions and revise current position classification descriptions; provided, however, the parties shall have a duty to negotiate the rate of pay for any new position classification developed or for any substantial change(s) in position classifications in existence during the term of this Agreement.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Disciplinary action may be imposed upon an employee for failing to adequately fulfill his responsibilities as an employee, or for the violation of City work rules, pursuant to the just cause provisions of this Article. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. No employee who has completed the probationary period shall be disciplined without just cause.

In the event that the City shall determine that it desires to counsel, reprimand or otherwise discipline an employee, on account of any reason, such employee and his Union representative shall be given reasonable advance notice that the City intends to initiate such action, including the nature of the action, and the date, time and location of same. In all such instances, the employee shall be accompanied by his Union representative unless the employee shall waive the attendance of such Union representative in writing. However, if the City wishes to counsel an employee with regard to any work matter, the City may do so without the presence of a Union representative; provided however, that no such counseling event may form the basis of any present or future disciplinary matter, nor shall it be recorded as any type of disciplinary step. If the City representative shall fail to specifically inform the employee that any such counseling could result in any kind of present or future disciplinary action, such counseling cannot form the basis of any present or future disciplinary action.

Furthermore, if any employee wishes to challenge a suspension or discharge the employee, through the Union, shall within three (3) working days of receipt of notice of the suspension or discharge, file the grievance at step 3 of the grievance procedure. Notice of discharge or suspension shall be presented to the employee and his Union representative by the Supervisor, if the action is taken during normal working hours and the employee is present. In the event the employee is absent, the notice will be sent by certified mail to the employee and the Union.

It is the responsibility of the employee to keep the City informed of his current mailing address and telephone number. In any disciplinary case, the Union shall have the right to obtain from the City a complete copy of the employee's personnel file(s) and any other non-confidential documents or information, which may be related to the City's disciplinary action against the employee. The Union representative requesting such information shall present the City with a Release of Information form signed by the employee who is the subject of such discipline. In all other respects, the City shall follow the Pennsylvania Personnel File Inspection Law.

In the event that an employee receives disciplinary action, all of his employment records concerning such matter shall not be considered by the City in any future disciplinary proceedings, provided he has a period free of further disciplinary action according to the following schedule:

<u>Level of Action</u>	<u>Discipline Free Period</u>
Oral Reprimand	Six (6) Months
Written Reprimand	Fifteen (15) Months
Suspension w/o Pay	Thirty (30) Months

Discipline shall be issued within a reasonable period of time from completion of an investigation into the facts of the possible employee misconduct. Any investigation shall commence within a reasonable amount of time from when the supervisor becomes aware of possible employee misconduct.

ARTICLE 10 GRIEVANCES

DEFINITION & PURPOSE: The purpose of this section is to provide an orderly method for the settlement of a dispute between the parties under the interpretation, application, or claimed violation of any of the provisions of this agreement. Such a dispute shall be defined as a grievance under this agreement and must be presented within ten (10) days of the date that it occurred or within ten (10) days of the date the employee could reasonably be expected to have knowledge of the occurrence. Grievances shall be processed in accordance with the following steps, time limits, and conditions herein set forth. If any employee believes that he or she has a justifiable grievance under the terms and conditions of this agreement, said employee and a Union representative should first attempt to resolve the matter informally with the immediate supervisor. Failure to so meet shall not be a bar to proceeding with the grievance procedure.

Step 1: A grievance shall be submitted by an aggrieved employee or a Union representative, in writing, to his immediate supervisor who shall, within three (3) working days, meet and discuss the grievance with the employee and his representative. The supervisor shall reply in writing within five (5) working days of this meeting.

Step 2: In the event that the decision of the immediate supervisor does not satisfy the grievance, it may be appealed within five (5) working days to the Director of the Department concerned who shall within five (5) working days, meet and discuss the grievance with the employee and his representative. The Director of the Department concerned has five (5) working days after meeting with the grievant to reach a decision and reply in writing.

Step 3: In the event the decision of the Director of the Department concerned does not satisfy the grievance, it may be appealed within five (5) working days to the Mayor or his designee who shall arrange to meet within five (5) working days with the employee, his representative, and witnesses to both sides of the dispute. The Mayor or his Designee has five (5) working days in which to reply to the grievance in writing. Should the City or the Union at any step of the grievance require additional time to reply within the stipulated time period, the party requiring the additional time shall notify the other party, verbally or in writing, and such time limit shall be extended upon mutual agreement. Employees shall have the right to present their own requests and grievances, except that in the case of grievances, or any resolution or adjustment of such grievances shall not be inconsistent with the terms of this agreement. The Union shall be given written notice of all grievances and shall have the right to have a representative present during all proceedings relating to such grievance. The settlement of any grievance shall not be made retroactive more than twenty (20) days prior to the date the grievance was submitted in writing. Grievances not responded to by the grievant within the prescribed time limits shall be considered dropped and shall not be further appealed or filed as a new grievance. Grievances not responded to by the employer within the prescribed time limits shall be considered decided in favor of the Grievant.

Step 4: If the grievance remains unresolved after Step 3, within twenty (20) calendar days of the date of the City's written Step 3 answer (or, if there is no answer, of the date the time limit for such answer expires) the Union may appeal the grievance to arbitration by sending by certified mail a demand for arbitration to the Philadelphia Office of the American Arbitration Association with a copy to the City. The arbitrator shall be selected by the American Arbitration Association in accordance with the Association's then-applicable rules governing voluntary labor arbitrations.

- 10.1. Arbitrator's Authority. The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. No arbitrator shall have any authority or power to reverse, set aside or modify any determination made by the City pursuant to the provisions of this Agreement unless s/he finds that such determination was arbitrary and capricious. No arbitrator shall have any authority or power to award any back pay or other settlement to be retroactive beyond a date twenty (20) calendar days prior to the date on which the grievance was first presented in writing to the City.
- 10.2. Expenses. The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the City.

- 10.3. Rules. Any arbitration hereunder shall be conducted in accordance with the rules then obtaining of the American Arbitration Association applicable to voluntary labor arbitrations, except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.
- 10.4 Time Limits. The time limits provided for herein are mandatory. Any waiver or extension must be in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. Any grievance not referred to the next step of the grievance and arbitration procedure within the time limits provided for herein shall be considered settled on the basis of the last answer given. If the City fails to respond to a grievance during any step of the process, the grievance shall be deemed denied, and the union may proceed to the next step in the grievance arbitration. If the City fails to answer a grievance in the time provided, the time for the union to advance a grievance to the next step in the process shall commence on the day after the final date on which the City was required to respond to the grievance.

ARTICLE 11 – ARBITRATION

If the dispute or grievance is not settled in the foregoing steps of the grievance procedure, and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either the City or the Union may, upon written demand given to the other party, within twenty (20) working days, submit said dispute or grievance to arbitration. Either party may request the American Arbitration Association to provide a list pursuant to its rules. The parties shall then select the Arbitrator by alternately striking one name from the list until one name remains. The City shall strike the first name. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this agreement, nor shall the Arbitrator rule on any dispute involving the basic wage structure. The Arbitrator shall be requested to render his decision within thirty (30) days after the closing of the proceedings. The award shall be signed by the Arbitrator and two (2) copies of the award shall be mailed to each of the parties. Each party shall bear the costs of preparing and presenting its own case in the arbitration. The Arbitrator's fees and expenses shall be equally borne by the City and the Union, share and share alike; except, that if the arbitrator shall determine the Union's grievance was frivolous, he may assess his fees and expenses against the Union; likewise, if the arbitrator shall determine that the City did not make a good faith effort to resolve the grievance prior to the arbitration, he shall assess his fees and expenses against the City. The costs of any additional services required by either party shall be borne by the party requesting these additional services. In the case of a grievance involving any continuing or other money claim against the City, no award shall be made by the Arbitrator which allows any alleged accruals for more than twenty (20) days prior to the date when such grievance shall have first been presented in writing.

ARTICLE 12 PROBATIONARY PERIOD

Initial Probationary Period: Employees shall serve a 120 calendar day initial probationary period upon employment with the City. These probationary employees may be subject to termination without recourse through the grievance procedure during their probationary period. Probationary employees are entitled to all other terms and conditions of this Agreement, except as noted elsewhere in the Agreement.

The initial probationary period may be extended for a maximum of (1) one additional period of thirty (30) days, upon the written consent of the Union, which consent shall not be unreasonably withheld. The City shall furnish the Union with a written notice requesting such extension of probation, which shall contain the basis for such request, at least ten (10) working days prior to the expiration of any probationary period, to which request the Union shall respond within five (5) working days.

During an employee's initial probationary period, s/he may be discharged for a violation of the work rules or if his conduct or fitness, attendance, or performance evaluation is not satisfactory to the City. Initial probationary employees shall not have any recourse or remedy under the grievance and arbitration procedure regarding matters relating to discipline and discharge.

Promotion and Transfer Probationary Period: Employees who are promoted or transferred to a new position shall serve a sixty (60) calendar day probationary period. These probationary employees are entitled to all terms and conditions of this Agreement, except as noted elsewhere in the Agreement.

Such probationary period may be extended for a maximum of (1) one additional period of thirty (30) calendar days, upon the written consent of the Union, which consent shall not be unreasonably withheld. The City shall furnish the Union with a written notice requesting such extension of probation, which shall contain the basis for such request, at least ten (10) working days prior to the expiration of any probationary period, to which request the Union shall respond within five (5) working days.

Subject to the provisions governing the assignment of overtime, employees within their probationary period following a promotion or transfer shall be eligible to work overtime hours for the bargaining unit positions held and qualified to perform prior to their promotion or transfer. Upon successfully completing the probationary period for the promotion or transfer position, employees shall be eligible to work overtime hours for the new bargaining unit position(s).

ARTICLE 13 STRIKE AND LOCKOUTS

The Union agrees that there will be no strikes (whether general, sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing or any other direct or indirect interference with the City's operations during the term of this Agreement. Neither the Union, any officer, local Union representative, other agent, representative, member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this section. The City agrees not to conduct a lockout during the term of this Agreement.

The Union agrees that, in the event of any violation of this section, the Union will immediately order that such violation cease and the Union, its officers, union stewards and other agents and representatives will use their best efforts to cause such violation to cease and to cause work to fully resume.

The City and Union agree that immediate injunctive relief shall be an appropriate recourse in the event of a violation of this Agreement. In addition to other remedies available to it, the City may impose any disciplinary action, including discharge, upon any and all employees involved in a violation of this Article. Any discipline under this Article shall not be subject to the grievance and arbitration provisions of this Agreement except as to the question of whether or not the employees who were disciplined in fact engaged in, encouraged, instigated, authorized, assisted, aided, condoned or participated in such violation.

ARTICLE 14 DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to any protected class as defined by federal, state or local law. The Union and the City shall have the same responsibility for applying this provision of the Agreement.

ARTICLE 15 – SUBCONTRACTING

Section 1. Other than the following exceptions, there shall be no subcontracting of bargaining unit during the life of this agreement. The term “subcontracting” excludes matters that are already currently being performed outside the bargaining unit. In addition, it is agreed and understood that from time to time a project may arise that would require the city to subcontract work that cannot be performed by bargaining unit personnel. In that case, the City shall have the sole right to contract out for services where:

1. The City determines that the work or project requires expertise not possessed by the bargaining unit.
2. The City determines that the work or project requires equipment that the City does not own.

3. The City determines that the bargaining unit cannot complete the work or project within the time frame required by the City's operational needs.
4. The City determines the bargaining unit cannot perform the work at a cost equal to or less than the private sector. The City shall provide the Union with a bid summary that contains the name of the firm(s) submitting a bid and/or response to a request for proposals; provided, however, the City shall have sole and exclusive authority and right to determine the award of said bid to the lowest and best respondent.

Section 2. Should the City have occasion to subcontract in accordance with the provisions set forth in Section 1, the business agent will be notified by a representative of the City as to the subcontractor and the work to be performed. Notification will be made prior to any work being performed.

ARTICLE 16 UNION STEWARD AND UNION REPRESENTATION

Section 1. The City recognizes the right of the Local Union to designate up to six (6) Stewards from the seniority list. The authority of the Stewards so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

- The investigation and presentation of grievances.
- Assist in negotiations and other bargaining unit matters as designated by the Union

Section 2. Stewards have no authority to take strike action or any other unlawful action interfering with the City's operations. The City recognizes these limitations upon the authority of the stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.

Section 3. Stewards will not be discriminated against or harassed as a result of their Union activity.

Section 4. Stewards will be provided necessary time to investigate and process grievances without loss of pay or benefits. Stewards shall request permission from the shift supervisor prior to leaving an assigned post. Such permission shall not be unreasonably denied.

Section 5. The Steward that signed the grievance will be allowed to attend grievance meetings called by the Local Union and the Employer without loss of pay in the event the meetings are scheduled during work hours.

Section 6. The City recognizes and will adhere to all employee's Weingarten Rights and will afford said rights to employees in accordance with the law.

Section 7. The City will grant one (1) paid work day per calendar year for recognized Union stewards to attend to Union business. The work day shall be defined as eight (8) consecutive hours during the stewards regular scheduled work period. The steward shall request said time by submitting an official leave request to his or her supervisor at least twenty-four (24) hours in

advance of the requested leave time. Said request must be approved in advance; provided, however, the City will not unreasonably deny such a leave request. The City reserves the right to not back-fill overtime should the steward's absence create an overtime opportunity. The Union reserves the right to reschedule a meeting and will provide the City as much advanced notice as possible.

Section 8. Recognized Union Stewards attending additional Union meetings off the worksite (City premises) other than the meeting referenced in this Article shall not be compensated by the City. However, the Union Steward may use accrued, but unused leave time. The steward shall request said time by submitting an official leave request to his or her supervisor at least twenty-four (24) hours in advance of the requested leave time. Said request must be approved in advance; provided, however, the City will not unreasonably deny such a leave request. The City reserves the right to not back-fill overtime should the steward's absence create an overtime opportunity.

ARTICLE 17 UNION BUSINESS

Section 1. Union Business Agents shall be permitted to investigate and discuss grievances during working hours on the City's premises with notification to the Deputy Business Administrator for Human Resources or his designee.

Section 2. The City agrees to provide space, protected from the elements for a Union bulletin board (Plexiglas & wood/metal) at bargaining unit work locations for posting notices and other pertinent Union information.

ARTICLE 18 – SAVINGS

In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provisions herein are found to be invalid and unenforceable by a Court or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.

ARTICLE 19 HEALTH AND SAFETY

The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work required him to be in an unsafe or unhealthy situation, he shall bring the matter to the attention of his supervisor. If a supervisor feels that the actions of an employee endanger the employee's health, or the health of others, he shall see that these actions are remedied. If the matter is not adjusted satisfactorily, it will be submitted to the Safety Committee, which shall consist of the Deputy Business Administrator for Human Resources, Director of Public Works and Union Business Agent for resolution. This article shall not impair an employee's ability to report issues relating to health and safety to any appropriate governmental agencies.

ARTICLE 20 PERSONNEL RECORDS

Each employee shall have the right, upon written request, to examine and or copy any and all material contained in his/her personnel record, including any and all evaluations. The City will provide the opportunity to examine the records within five (5) work days after the written request is submitted. The City may charge a reasonable copy fee for all pages in excess of ten. The Union shall have access to an employee's record upon written authorization by the employee involved. A member of the City's Human Resources Department shall be present.

ARTICLE 21 – SPECIAL LEAVES OF ABSENCE

Any employee may request the City to provide him with a special leave of absence, as hereinafter provided:

1. A bargaining unit employee may upon application in writing be granted an unpaid leave of absence to attend and serve as a delegate to conventions or a delegate to organization conferences related to their Union.
2. Seniority shall accumulate during a leave of absence qualifying under Section 1 above. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employee shall be returned to the position they held at the time the leave of absence was requested, seniority permitting.

ARTICLE 22 WORKING ATTIRE

The City shall provide each eligible employee with the following uniforms and related items (part-time employees will receive a prorated uniform benefit):

1. Gloves as required for the performance of the work.
2. Raingear consisting of hooded rain coat and rain pants.
3. Uniforms for all bargaining unit employees; Uniforms will consist of six (6) each T-shirts, eleven (11) each of work shirts (both short & long sleeve), eleven (11) each of work pants, **and** three (3) pair of shorts. Employees may also choose any combination of four items from the following not to exceed a maximum of:

two (2) jackets with liner
two (2) hooded sweatshirt
two (2) crew neck sweatshirt
one (1) winter coat

The City will arrange for the cleaning of uniforms, except T-shirts and sweatshirts. The City shall provide each employee with six (6) new T-shirts each year upon the request of an employee and upon the return of the worn or unusable item to the City's designee.

Additionally, the City shall promptly replace, at no cost to an employee, any of the above referenced articles of clothing that should become worn or unusable upon the return of the worn or unusable item to the City's designee. An employee shall be required to wear such uniform shirts, pants, and jackets (if a jacket is worn).

4. Each employee in 2016 shall be entitled to an annual shoe allowance not in excess of \$120.00. In the case of new hires the following prorated schedule will be followed:
 - Anyone hired between January 1 and June 30 will receive \$120.00
 - Anyone hired between July 1 and July 31 will receive \$110.00
 - Anyone hired between August 1 and August 31 will receive \$100.00
 - Anyone hired between September 1 and September 30 will receive \$90.00
 - Anyone hired between October 1 and October 31 will receive \$80.00
 - Anyone hired between November 1 and November 30 will receive \$70.00
 - Anyone hired after November 30 will not receive a boot allowance for that year.
5. Each employee in 2017 shall be entitled to an annual shoe allowance not in excess of \$ 125.00. In the case of new hires the following pro-rated schedule will be followed:
 - Anyone hired between January 1 and June 30 will receive \$125.00
 - Anyone hired between July 1 and July 31 will receive \$115.00
 - Anyone hired between August 1 and August 31 will receive \$105.00
 - Anyone hired between September 1 and September 30 will receive \$95.00
 - Anyone hired between October 1 and October 31 will receive \$85.00
 - Anyone hired between November 1 and November 30 will receive \$75.00
 - Anyone hired after November 30 will not receive a boot allowance for that year.
6. Each employee in 2018 shall be entitled to an annual shoe allowance not in excess of \$130.00. In the case of new hires the following pro-rated schedule will be followed:
 - Anyone hired between January 1 and June 30 will receive \$130.00

- Anyone hired between July 1 and July 31 will receive \$120.00
 - Anyone hired between August 1 and August 31 will receive \$110.00
 - Anyone hired between September 1 and September 30 will receive \$100.00
 - Anyone hired between October 1 and October 31 will receive \$90.00
 - Anyone hired between November 1 and November 30 will receive \$80.00
 - Anyone hired after November 30 will not receive a boot allowance for that year.
7. The City shall permit employees to have the City's uniform vendor affix a Teamsters' patch to the sleeve of his City-provided uniforms; the employee shall be responsible for the cost associated with the same. The City shall either invoice the employee or obtain payment through payroll deduction for said cost.
 8. Effective January 1, 2014, employees shall use protective footwear when working, which shall comply with 29 C. F. R. 1910.136(b)(1). Such footwear shall meet the requirements and specifications in "American National Standard for Personal Protection-Protective Footwear," ANSI Z41-1999 (PT 99, F I/75 C/75, Mt/75 EH, and PR.) or American Society for Testing and Materials (ASTM) F2413-05 (with the markings of M I/75/C/75/Mt75 PR and CS).

ARTICLE 23 SICK LEAVE

1. Employees hired on or before December 31, 1987, shall accrue sick leave at the rate of twenty (20) hours per month. Employees hired on or after January 1, 1988 shall accrue sick leave at the rate of sixteen (16) hours per month.
2. Employees shall have the right to accumulate unused sick leave to a maximum of sixteen hundred (1,600) hours. Employees hired on or after January 1, 1997 have the right to accumulate unused sick leave to a maximum of one thousand eighty (1,080) hours.
3. Employees must be in compensable status for half of the working days of the month to earn sick leave for the month. An employee is in compensable status when working or on leave with pay (including leave while receiving workers' compensation benefits), except that an employee shall not accrue sick leave while he is utilizing sick leave.
4. An employee is not entitled to sick leave until he has been with the City for six (6) months.
5. A Doctor's certificate is required for an absence from work, due to sickness or injury, for more than three (3) consecutive working days. For absences of less than three (3) consecutive days or less, a Doctor's certificate may be required if the City suspects an

employee has been abusing sick leave privileges. Pregnancy, childbirth, and related medical conditions will be treated the same as illness.

6. Routine physical appointments by employees, as opposed to emergency physical care do not qualify for use of sick leave.
7. Employees shall make every effort to schedule outpatient appointments outside of working hours.
8. Sick leave may be used when the employee is ill or injured, or for an emergency or sickness in the immediate family, which requires that, the employee be present. When such leave is taken for illness in the immediate family, a statement from the attending physician shall be required to receive pay, which physician's statement shall contain the reason why the employee's attendance was required. Transportation of a family member to and from routine medical appointments shall not qualify for sick leave.
9. For all employees hired prior to January 1, 2008, in the event that an employee sustains an injury while in the employ of the City of York, he shall receive his regular pay, subject to all applicable payroll taxes (rather than gross pay), during the period of temporary total disability, less any Worker's Compensation payment. It is the intent of this provision to provide such employee with the same net income, as he would have ordinarily received if he had been working during such period.

All employees hired after January 1, 2008 shall be limited solely to the amount recoverable under the Pennsylvania Workers Compensation Act and the City shall not be required to make up any difference in the employee's regular net pay in excess of the amount recoverable under the Pennsylvania Workers Compensation Act.

10. Employees shall receive twenty-five percent (25%) of unused accumulated sick leave upon reaching the combined age and service requirements for retirement, as hereinafter defined, or upon retirement under Social Security Age Requirements, up to a maximum of one 1,200 hours. Any employee separated from service prior to reaching the combined age and service requirements for retirement shall not be entitled to payment for any accumulated, but unused, sick days. Any payment for accumulated, but unused, sick leave time shall be paid by separate check and shall not be considered a component of an employee's final average salary for purposes of pension calculations. In the event of an employee's death, his estate shall receive twenty-five percent (25%) of his sick leave, up to the aforesaid maximum. The combined age and service requirements for retirement shall be the total sum of eighty (80) credits. An employee shall receive one (1) unit of credit for each year of age, and he shall also receive one (1) unit of credit for each year of completed employment by the City.

ARTICLE 24 COMMERCIAL DRIVERS LICENSE

Effective January 1, 1994 the City will pay the difference between the cost of an employee driver's license and the cost of a CDL. Employees with a CDL paid by the City shall be required, at the City's request, to drive equipment on which they have been trained and are qualified to operate safely.

ARTICLE 25 BEREAVEMENT LEAVE

Employees shall be granted three (3) days leave with pay, upon request and upon substantiation of relationship, for death of parent, stepparent, grand-parent, child, stepchild, grand-child, spouse, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law. Employees shall be granted one (1) day leave with pay, upon request and upon substantiation of relationship, for death of an aunt or uncle. All other leave for death in family must be taken as vacation leave, if any, and, in lieu of vacation leave, then unused, accumulated sick leave may be used. The foregoing bereavement leave is specifically intended to be utilized between the date of death and the date of the internment/funeral. The foregoing provision concerning observance of the bereavement leave shall be waived upon the showing of a reasonable necessity for some different observance.

ARTICLE 26 JURY DUTY

Recognizing that it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay, less payment for jury duty or witness fees, with the following conditions and restrictions:

- a. An employee called for jury service or subpoenaed as a witness shall receive his or her full pay in the manner and at the time the employee would have received his or her pay had the employee worked instead of taken leave. The preceding language does not apply to employees who are plaintiffs that file civil lawsuits against other parties or who are parties to a lawsuit.
- b. An employee has an obligation to turn over to the City any payment for jury duty or any witness fee, upon receipt of the same.
- c. When an employee is called for jury duty or properly subpoenaed as a witness, the employee must notify his supervisor and the Director or Human Resources, and provide the supervisor or Director of Human Resources with a Copy of the notice or subpoena.

- d. The Office of Human Resources will advise the employee of his responsibilities in order to be compensated.
- e. In the event the proceedings are canceled or extended, the employee must notify his supervisor of that fact as soon as possible.
- f. Should the proceedings be canceled or postponed, the employee is to return if feasible. However, should unusual circumstances exist, the employee may return at a time mutually agreed to by the employee and supervisor.
- g. The employee must submit proof of payment for jury duty or witness fee upon receipt.

ARTICLE 27 MILITARY TRAINING LEAVE AND MILITARY SERVICE

The City shall comply with the requirements of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. § 4301 et. seq.

ARTICLE 28 PERSONAL LEAVE

Each employee shall be granted one (1) regular personal leave day, with pay, per calendar year. An employee shall normally give the City one (1) day advance notice of the date of intended use of such personal leave day. However, such advance notice shall be waived in cases of personal necessity, upon one (1) hour notice, if possible.

In addition, the City agrees to exhaust the overtime procedure before any employee working in a department with continuous operation is denied personal leave.

Further, an employee working in a department with non-continuous operation shall not be denied personal leave.

In the event that all employees requesting personal leave for a particular time cannot be granted the requested leave, leave will be granted to more senior employees before less senior employees.

ARTICLE 29 VACATION LEAVE

Vacation will be granted to employees having the required seniority as of the first day of January, in the first year of the agreement and each year thereafter, as indicated below: (i.e. For the purpose of this article an employee is credited with a year of service on January 1 of each year regardless of when during the calendar year his/her anniversary date falls.

After Years of Service	Earned Yearly (Hours)	Earned Monthly (Hours)
0 - 365 days	72	6.00000
One (1) Year	112	9.33333
Two (2) Years	128	10.66667
Four (4) Years	160	13.33333
Nine (9) Years	192	16.00000
Fourteen (14) Years	208	17.33333
Over nineteen (19) years	224	18.66667

Conditions:

For purposes of earning and using vacation, a day will be considered eight (8) hours.

Vacation leave shall be used in increments of not less than one (1) hour.

Vacation leave shall not be granted to a new employee during his first 60 working days of employment.

Employees with more than six (6) months continuous service with the City who are separated from service for any reason except for termination, shall be paid for all earned, but unused, vacation leave on a pro-rated basis. Any payment for accumulated, but unused, vacation time shall be paid by separate check and shall not be considered a component of an employee's final average salary for purposes of pension calculations.

An employee shall be advanced his or her full allotment of vacation leave as of the date of the annual leave selection meeting referenced in this article. From January of each calendar year until the April vacation selection meeting, vacation will continue to be earned and used pursuant to Vacation Leave provisions of this Agreement. Any vacation leave taken during this period will not be available for selection or use later in the year.

Beginning in April of each calendar year, vacation leave shall be selected as follows; Vacation leave shall be selected, as hereinafter provided, during a vacation leave selection meeting to be held at a predetermined time during work hours on the first Wednesday in April each year. Each department shall hold such an annual leave selection meeting. During the leave selection meeting, vacation leave may be selected for any period which falls between the dates of the leave selection until the date of the leave selection in the immediately subsequent year. During the annual leave selection meeting, each employee shall be permitted to place one (1) bid for an initial annual vacation, utilizing his annual leave as hereinafter provided. The department supervisor shall administer such initial bid procedure. At the time the request is made the department supervisor shall approve or deny the request pursuant to the terms of this agreement. During the annual leave selection meeting, an employee shall be permitted an initial bid of a maximum of eighty (80) continuous work hours of annual leave to be taken in forty (40) hour increments, subject to the leave actually available to that employee. During the annual leave selection meeting, the senior employee in a work unit shall make his initial bid, following down the seniority list until all bargaining unit members have made an initial bid. After each employee makes an initial bid, the process will be repeated, until all employees have exhausted the leave available to them, or elected not to select any more annual leave. An employee may elect not to pre-select any or all of his annual leave. Leave that is pre-selected, however, shall take priority over leave submitted at a later date, regardless of seniority, should manpower needs dictate that requested leave must be denied, as hereinafter set forth. An employee that is unable to attend the annual leave selection meeting may submit prioritized annual leave requests to a Union representative, prior to the meeting, and that Union representative shall then select annual leave during the meeting according to those requests.

Although leave that will be earned during a calendar year is advanced to employees at the commencement of each calendar year, it is still earned on a monthly pro-rata basis. Any employee leaving the employment of the City prior to the end of the calendar year, who has utilized more than the monthly pro-rata share of leave, as set forth above, shall be required to reimburse the City for any overpayment of vacation leave. The Union authorizes the City to deduct this overpayment from any outstanding paychecks of the employee, or to take any other lawful measure to recoup this overpayment.

For purposes of this Article, an employee obtains credit for a month worked once that employee has been in compensable status for more than eleven (11) working days in that month.

Vacation leave that is requested after the leave selection process is completed must be requested and approved in advance of its being taken. Approval of vacation leave requests, whether made during the annual leave selection meeting or later, shall not be unreasonably withheld or denied.

Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. With respect to leave requested after the leave selection process is completed, if the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of continuous service with the City shall be given his choice of vacation periods in the event of any conflict in selection. Exceptions to the schedule will be granted upon request of and approval by, the Department Director.

Employees hired on or before December 31, 1987, may carry forward vacation from year to year with a maximum accumulation of two (2) years. Employees hired between January 1, 1988 and December 31, 1996, shall be limited to fifteen (15) days of vacation carry over. Employees hired on or after January 1, 1997, shall be limited to five (5) days of vacation carry over.

If an employee is required to work during his scheduled vacation period and is unable to reschedule his vacation during the calendar year due to the demands of his work, the calendar year shall be extended for ninety (90) days for rescheduled purposes.

Employees shall not be permitted to waive vacation leave for the purpose of receiving double pay.

ARTICLE 30 HOLIDAYS

Employees who work the last scheduled working day prior to and the first scheduled working day after any of the following Holidays, shall receive eight (8) hours pay at their current base rate, exclusive of night shift and overtime premium. Employees who have not completed sixty (60) days of employment shall not be entitled to such pay.

A doctor's note will be required for use of sick leave the last working day before a holiday or the first working day after a holiday if the employee is to be compensated for the holiday.

Employees on the 1st Night clean-up crew and Parking Bureau employees will be compensated at the rate of double time for hours worked on 1st Night.

The City will provide for time and a half pay for an employee who works on a holiday that is not an officially recognized holiday by the City (e.g. if Christmas Day falls on a Saturday, but Monday is the officially observed holiday, employees working on the calendar holiday qualify for time and one half pay. Those employees will be compensated at the hourly rate for all hours worked on the City observed holiday).

A part-time union employee will receive five hours of holiday pay at his current base rate, for each City holiday, including Floating Holidays, if he works his last scheduled working day prior to the holiday and his first scheduled working day after the scheduled holiday. Approved non-sick leave time off be will considered as time worked.

The Holidays referred to above are:

NEW YEAR'S DAY

MARTIN LUTHER KING'S BIRTHDAY

GOOD FRIDAY,

MEMORIAL DAY,

INDEPENDENCE DAY,

LABOR DAY,

THANKSGIVING DAY,

DAY AFTER THANKSGIVING,

DAY BEFORE CHRISTMAS,
CHRISTMAS DAY,
THREE (3) FLOATING HOLIDAYS TO BE TAKEN AT THE DISCRETION OF THE
EMPLOYEE

Employees who work on any of the above Holidays shall, in addition to the Holiday pay, be paid at the rate of time and one-half (1 ½) for each hour worked. Should a holiday fall during an employee's vacation period, he shall receive an extra vacation day.

A holiday shall be observed on the day on which that holiday falls, except when the holiday falls on a weekend. By December 15 of each year, the Mayor or his designee shall establish the calendar dates for Holiday observances for the following year for any Holiday that falls on a weekend.

There are three (3) Floating Holidays to be taken at an employees' discretion. Use of floating holidays must be requested and approved in advance. Approval shall not be unreasonably withheld. Floating holidays not used during the calendar year will not be carried over into the following calendar year, unless the City, in order to maintain efficient operations, denies the use of scheduled Floating Holidays time off. In the event that the City denies the use of Floating Holidays off, the employee will be permitted to carryover only those affected Floating Holidays, which then must be used within three (3) months of the end of the preceding year.

Employee Scheduled to Work an Observed or Calendar Holiday¹:

1. For employees who are scheduled to work on an observed or calendar holiday, employees shall have the ability to take either the City observed holiday, calendar holiday or eight (8) hours of holiday leave within the pay period within which the observed holiday falls. There shall be no banking of holidays for use outside the pay period.
2. Employees must make an election to take either the observed holiday or holiday leave within the pay period that an observed holiday falls by submitting a leave request form no later than seven (7) days prior to the observed holiday. A failure to request use of the leave seven (7) days prior to the observed holiday will mean the employee will have forfeited his right to switch or use of later leave.
3. Employees who choose to switch this holiday from the City observed holiday to the calendar holiday or use leave at a later time shall be paid eight (8) hours straight time for time worked on the observed holiday and eight (8) hours straight pay for holiday time when taken within the pay period that the observed holiday falls. Employees who choose to switch their holiday or use leave at a later time shall be paid in accordance with this Article and no other provisions of the contract shall apply.
4. The City shall have the right to deny a switching of holidays or later use of holiday time for operational needs. Such requests shall not be unreasonably withheld. The employer

¹ Brogan Arbitration Award

must exhaust the overtime list before declaring operation necessity but shall not be required to backfill shifts.

Employees Not Scheduled to Work Observed or Calendar Holiday²:

1. For employees who are not scheduled to work on an observed holiday (if it is different from the calendar holiday) or calendar holiday shall have the ability to select another day off for the holiday within the pay period in which the calendar or observed holiday falls. There shall be no banking of holidays for use outside of the pay period.
2. Employees must make an election to select another day off within the pay period that observed or calendar holiday falls by submitting a leave request form no later than seven (7) days prior to the observed or calendar holiday. A failure to request use of leave seven (7) days prior to the observed or calendar holiday will mean that the employee will have forfeited his right to select an alternate day off.
3. Employees who choose to switch this holiday from the City observed holiday or calendar holiday shall receive no pay for being off on the calendar or observed holiday, but shall receive eight (8) hours straight pay for the day the employee selects to take his holiday. Employees who choose to switch their holiday or use leave at a later time shall be paid in accordance with this Article and no other provisions of the contract shall apply.
4. The City shall have the right to deny a switching of holidays or later use of holiday time for operational needs. Such requests shall not be unreasonably withheld. The employer must exhaust the overtime list before declaring operation necessity but shall not be required to backfill shifts.

ARTICLE 31 HEALTH CARE BENEFITS AND LIFE INSURANCE

Employees may elect to have health insurance coverage through the City. The City shall provide an Enhanced Platinum Preferred Provider Organization (PPO) plan and a Basic Platinum Preferred Provider Organization plan. Bargaining unit employees shall be provided the health, dental, vision and hearing coverage in accordance with the terms of Appendix A.

Retiree Health Care Benefits: With the exception of any employees hired on or after July 25, 2008, any employee who retires after January 1, 1990, and who has not yet reached his sixty-fifth (65) birthday, or an employee who is permanently disabled as a result of a work related injury and is no longer eligible to receive Worker's Compensation benefits, may elect to continue to receive full health care benefits (e.g., medical, surgical, hospitalization, major medical, dental, vision, and prescription), according to the schedule herein, for himself and his spouse, except where differences in coverage or deductible amounts are noted therein. The term "retiree" as used herein shall be deemed to apply to any employee who has attained the combined age and service requirements for retirement. The combined age and service requirements for retirement shall be the total sum of eighty (80) credits. An employee shall get one (1) unit of credit for each year of age, and he shall also get one (1) unit of credit for each year of completed employment by the City.

² Settlement Agreement for Grievances #30809, #30847, #132177 and #36241.

Any employee, except those employees hired on or after July 25, 2008, retiring after September 1, 2008, and who elects to receive retiree health care benefits coverage, shall pay the annual premium set forth for each year below (according to the type of coverage elected) to the City:

2016

Retiree Coverage Only	\$1,750.00/year
Retiree & Spouse Coverage	\$3,300.00/year

2017

Retiree Coverage Only	\$1,800.00/year
Retiree & Spouse Coverage	\$3,400.00/year

2018

Retiree Coverage Only	\$1,850.00/year
Retiree & Spouse Coverage	\$3,500.00/year

All employees who retire after September 1, 2008, shall be enrolled in the same health care plan as the active employees. Any changes to the active employees' health care plan shall also be applicable to the retirees who retired after September 1, 2008.

Retirees, upon reaching the age of 65, that elect to continue their health coverage through the City, will only be eligible for the major medical portion of the health insurance (this specifically excludes prescriptions, dental, and vision coverage). For retirees over age 65, any City health coverage shall become secondary to Medicare with a \$5,000 lifetime cap per retiree.

The foregoing annual retiree co-payments shall be divided into equal monthly installments. The City shall be responsible for the payment of any and all costs for such health benefits in excess of the annual retiree co-payments set forth above.

Employees hired on or after July 25, 2008: All employees hired on or after July 25, 2008, are not eligible to receive retiree health care benefits. Employees hired on or after July 25, 2008, may purchase retirement health care coverage solely at their own cost, up and until their sixty-fifth (65th) birthday, at the COBRA rate in effect, as amended from year to year. Employees hired on or after July 25, 2008, who elect to purchase health care coverage at the COBRA rate shall be enrolled in the same health care plan as the active employees. Any changes to the active employees' health care plan shall also be applicable to retirees choosing to purchase coverage (at their cost) at the full COBRA rate upon reaching the age of 65. Retirees purchasing coverage at the full COBRA rate that elect to continue their health coverage through the City will only be eligible for the major medical portion of the health insurance (this specifically excludes prescriptions, dental, and vision coverage). For retirees over age 65, any City health coverage shall become secondary to Medicare with a \$5,000 lifetime cap per retiree.

Life Insurance* (through December 31, 2013)	\$40,000
Accidental Death & Dismemberment (through December 31, 2013)	\$40,000

Life Insurance* (effective January 1, 2014)\$50,000
Accidental Death & Dismemberment (effective January 1, 2014).....\$50,000

*Life Insurance benefits are only available to active employees.

Miscellaneous Provisions:

For 2017 and 2018 employee contributions for health, vision and dental coverages shall be calculated by the same percentage as the annual increase or decrease of the City's trend cost for the previous year not to exceed ten percent (10%).

Retiree Prescription co-payments shall be the same as for active employees and shall increase in accordance with the increases for active employees.

PRESCRIPTION MEDICATION:

Prescription Co-Pays**			
		Brand	Generic
	Retail Pharmacy (30 day supply)	\$30.00	\$15.00
	Mail Order (90 day supply)	\$60.00	\$30.00

If generic is available and the member chooses a name brand without medical necessity, the member pays the difference between the employer cost for the generic and retail cost of the brand name.

All other provisions of this Article shall remain the same.

ARTICLE 32 – PENSION

All employees who work more than thirty-five (35) hours per week averaged over a month will be eligible to participate in the pension plan of the Officers and Employees Retirement System, as established in Article 167 of the Codified Ordinances of the City, as amended. In the event that the city shall amend such pension plan to increase the benefits or otherwise improve such plan, all currently active Union employees shall likewise benefit from such increase and/or improvements.

On a biennial basis, the City receives a pension statement for all its participating employees from its pension actuary. Upon the biennial receipt of such statement, and upon the request of an employee, the City will provide said employee with an individual pension statement. The City, Union and employees specifically acknowledge that the individual pension statement is a *projection* of an employee's *anticipated* pension benefit upon full retirement. The parties further agree that neither the Union nor the employee shall have the right to rely upon or file a grievance based on the information contained in the individual pension statement.

ARTICLE 33 – TUITION REIMBURSEMENT

The City will compensate individuals who satisfactorily complete off-duty, job-related courses. Reimbursement shall be provided by the City for 50% of tuition, fees, and book costs, subject to the course being approved in advance by the employee's immediate supervisor, the Department Director, and the Deputy Business Administrator for Human Resources, and subject to the employee achieving no less than a "C" average.

ARTICLE 34. OVERTIME

The payment of overtime compensation shall be subject to the following provisions:

1. Overtime pay shall be one and one-half (1½) times an employee's straight time hourly rate.
2. Time and one -half (1½) shall be paid for all hours worked in excess of the normal scheduled shift in a workday, or in excess of forty (40) hours in any week.
3. Overtime premiums shall not be pyramided, compounded or paid twice for the same time worked.
4. If time is lost during the regular workweek, due to illness, then overtime pay shall not prevail until 40 hours have been worked, or until the employee presents a doctor's certificate for the time sick leave was used. Employees that utilize sick leave during the workweek they work overtime, will be limited to three sick leave occurrences (commencing with the first occurrence) in a calendar

year. After the third sick leave occurrence the employee will not be compensated at the overtime rate.

5. Sick Leave with a doctor's note, Vacation, Holiday, Personal Time, or Personal Leave with pay shall be considered as time worked for the computation of overtime.

6. Overtime shall be divided or rotated as equally as possible within the Departmental Work Unit by classification according to overtime hour credits and among those who regularly perform such work. When filling overtime, the order will start with the employee "who has the least number of overtime hour credits." Credits will be defined as the total of overtime hours worked". Departmental work units shall be defined as follows: Highway Bureau, Building Maintenance Bureau, Parks/Sanitation Bureau, Finance Bureau, Wastewater Treatment Plant (Operations, Maintenance and Sewer Maintenance). In the event a Department Work Unit needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other employees in the bargaining unit according to overtime hour credits who are qualified to perform the work.

7. The opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hour credits. If this employee does not accept the assignment, or cannot be contacted, or cancelled a previously accepted overtime assignment in the same shift, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. If, at any step in this process, there are two or more employees with an equal number of overtime hours, an employee with greater seniority will be offered the assignment before an employee with lesser seniority. This procedure shall be followed for scheduling overtime work. Should this procedure not result in obtaining the required number of employees to work overtime, the employee with the least amount of overtime credit hours, with the required qualifications, shall be required to work overtime unless a personal emergency situation prevents them from responding. In case of a City emergency requiring overtime, all employees must respond as called and they shall be called in ascending order of overtime credit hours worked. Should an employee refuse to work the mandated overtime then the employee will be subject to a range of disciplinary action.

If, at any step in this recall process, there are two or more employees with an equal number of overtime credit hours, an employee with lesser seniority will be required to accept the assignment before an employee with greater seniority, unless a personal emergency situation prevents him from responding. In case of a City emergency requiring overtime, all employees must respond as called and they shall be called in ascending order of overtime worked.

8. If an employee is called to work outside his regular shift, he shall be provided with the following compensation, as applicable:

(a) If the task for which the employee was called in takes less than one (1) hour to perform, the employee shall be paid two (2) hours of pay at straight time rate plus one (1) hour of travel time at the straight time rate;

(b) If the task for which the employee was called in takes more than one (1) hour to perform, the employee shall be paid four (4) hours of pay at straight time rate plus one (1) hour of travel time at the straight time rate, or the actual time worked at his overtime rate, whichever is greatest.

9. When a project may require more than the scheduled work day to allow for completion of the project, and when cessation of work would impair the City's efficiency and cause considerable added expense, all employees required to complete the work will work overtime unless an employee has indicated at the beginning of the second (2nd) half of the shift that he has reason to be required to leave at the end of his regularly scheduled shift.

10. If an employee accepts an overtime assignment, he shall be responsible to report to work for such assignment unless he notifies his immediate superior that he will not appear at least two (2) hours before the scheduled commencement of the overtime assignment. Such two (2) hour notice may be on account of any personal reason. Furthermore, an employee may furnish less than two-(2) hours' notice in the case of a good and compelling reason. However, any employee who fails to report for an overtime assignment and who does not provide the required notice, shall be subject to appropriate disciplinary action by the City.

11. Total overtime hours of credit will revert to zero on the first day of the New Year. At the first of the year all employees shall be subject to working overtime and their names shall be placed on the overtime list in order of seniority.

12. When a new employee to the City or an employee who is promoted or transferred to a new position is added to the overtime list, that person will be credited with one hour less than that of the employee who has the least amount of hours within that classification.

13. Employees scheduled to work overtime shall not be scheduled to work more than sixteen (16) hours straight hours and then shall be afforded at least an eight (8) hour rest period from work, except in an emergency.

14. City reserves the right to introduce new or improved methods for the scheduling and tracking time for employees. The City agrees to meet and discuss over new scheduling and tracking methods

15. The City shall contact each employee on the overtime call list to offer an overtime opportunity. It is the responsibility of each employee to keep the City informed of his or her most current contact information. It shall be the responsibility of the employee to notify the City of how s/he prefers to

be contacted (home telephone, cell phone, email address, text message, etc.) The employee shall denote his or her preference in order of contact method.

16. Management shall go through the overtime list twice. Employees shall either accept the overtime opportunity or reject the scheduled overtime assignment. It shall be the responsibility of the employee for replying and reaching the City scheduler before the overtime opening is filled.

17. Timely grievances alleging the City failed to fill overtime slots in accordance with the applicable overtime list shall move automatically to the third step of the grievance adjustment procedure outlined herein. Grievances alleging facts other than an alleged failure to fill overtime slots in accordance with the applicable overtime list shall be subject to the regular grievance adjustment process provided in the within agreement.

18. In the case of grievances referenced in Paragraph No. 17. in which the City's representative determines that the City erred in filling the overtime slot, the Department Director or designee shall schedule the employee who should have been given the overtime assignment to work a non-overtime shift, but be paid at his or her overtime rate of pay, i.e., one and one-half (1½) times the employee's regular rate of pay.

19. The Department Director or designee shall schedule the non-overtime shift set forth in Paragraph No. 18 above, within thirty (30) calendar days of the missed overtime assignment.

20. The City reserves the right to determine the necessity for overtime and the amount of overtime required.

ARTICLE 35 – RATES OF PAY

The following hourly rates shall be paid to members in the bargaining unit from the effective date indicated. A onetime signing bonus of \$1,000 per employee, minus any applicable taxes and withholdings. Bonus shall not be rolled into base pay and shall not be used for purposes of computing future pay raises. The onetime signing bonus and the retro pay increase due employees shall be issued on a separate paycheck and payable in the second pay immediately following execution of the final contract by both parties. The retro pay increase shall be effective January 01, 2016.

	<u>2016</u>	<u>2017</u>	<u>2018</u>
	<u>3.50%</u>	<u>2.25%</u>	<u>2.25%</u>
Classification			
Janitor (pt)	\$ 11.81	\$ 12.08	\$ 12.35
Custodian	\$ 17.07	\$ 17.45	\$ 17.84

Classification	<u>2016</u>	<u>2017</u>	<u>2018</u>
	<u>3.50%</u>	<u>2.25%</u>	<u>2.25%</u>
Laborer	\$ 19.34	\$ 19.78	\$ 20.22
Rec. Maint. Wkr.	\$ 19.34	\$ 19.78	\$ 20.22
Envir. Wkr.	\$ 19.34	\$ 19.78	\$ 20.22
Health Tech/Inter.	\$ 19.34	\$ 19.78	\$ 20.22
Downtown Maint.	\$ 19.34	\$ 19.78	\$ 20.22
Parking Meter Service Person	\$ 19.34	\$ 19.78	\$ 20.22
Storekeeper	\$ 19.34	\$ 19.78	\$ 20.22
Tree Climber	\$ 19.54	\$ 19.98	\$ 20.43
Building Maint. Worker I	\$ 19.63	\$ 20.08	\$ 20.53
Concrete Worker I	\$ 19.63	\$ 20.08	\$ 20.53
Painter I	\$ 19.63	\$ 20.08	\$ 20.53
Equipment Oper. I	\$ 19.81	\$ 20.26	\$ 20.71
Parks Maint. Equipment Operator I	\$ 19.81	\$ 20.26	\$ 20.71
Automotive Train.	\$ 19.81	\$ 20.26	\$ 20.71
Wastewater Coll. Operator I	\$ 20.19	\$ 20.65	\$ 21.11
Building Maint. Worker I	\$ 20.32	\$ 20.77	\$ 21.24
Painter II	\$ 20.32	\$ 20.77	\$ 21.24
Concrete Worker II	\$ 20.32	\$ 20.77	\$ 21.24
Asst. Filter Dryer Operator	\$ 20.32	\$ 20.77	\$ 21.24
Wastewater Plant Operator I	\$ 20.32	\$ 20.77	\$ 21.24
Wastewater Plant Mechanic I	\$ 20.32	\$ 20.77	\$ 21.24
Parks Utility Tech.	\$ 20.56	\$ 21.02	\$ 21.49

	<u>2016</u>	<u>2017</u>	<u>2018</u>
	<u>3.50%</u>	<u>2.25%</u>	<u>2.25%</u>
Classification			
Equipment Oper II	\$ 20.56	\$ 21.02	\$ 21.49
Labor Crew Leader	\$ 20.80	\$ 21.27	\$ 21.75
Automotive Mechanic I	\$ 21.46	\$ 21.94	\$ 22.43
Wastewater Plant Maint. Mechanic II	\$ 21.57	\$ 22.05	\$ 22.55
Parking Bureau Maint. Mechanic	\$ 21.57	\$ 22.05	\$ 22.55
Wastewater Coll. Operator II	\$ 21.89	\$ 22.38	\$ 22.89
Concrete Crew Leader	\$ 21.89	\$ 22.38	\$ 22.89
Equip. Oper. III	\$ 21.89	\$ 22.38	\$ 22.89
Wastewater Plant Operator II	\$ 21.89	\$ 22.38	\$ 22.89
Filter Dryer Operator	\$ 21.89	\$ 22.38	\$ 22.89
Oxygen Plant Operator	\$ 21.89	\$ 22.38	\$ 22.89
Automotive Mechanic II	\$ 21.89	\$ 22.38	\$ 22.89
Forester Crew Leader	\$ 21.89	\$ 22.38	\$ 22.89
Construction Crew Leader	\$ 21.89	\$ 22.38	\$ 22.89
Wastewater Plant Maint. Crew Leader	\$ 21.89	\$ 22.38	\$ 22.89
Parking Bureau Maint. Crew Leader	\$ 21.89	\$ 22.38	\$ 22.89
Building Maint. Crew Leader	\$ 22.38	\$ 22.88	\$ 23.39

Employees hired on or after January 01, 2014 shall be required to receive their bi-weekly paycheck in an electronic format, i. e., direct deposit.

An employee who is temporarily performing the work of a lower classification for the convenience of the City shall receive his normal rate of pay.

An employee who is required to perform the work of a higher classification for more than one (1) hour shall be paid at the rate of the higher classification while performing this work for the actual hours working in the higher classification.

Employees at the Wastewater Treatment Plant, whose job requires that they enter uncleaned plant tanks to perform required duties, shall receive thirty cents (\$.30) per hour above their normal pay rate while performing this task. Such work shall be paid in one-hour blocks. This crew shall be limited to a maximum of three (3) employees. Employees doing welding will receive an additional twenty cents (\$.20) per hour while performing this duty.

All present and future employees whose driver's license is suspended or revoked and who, as a result, cannot perform their normal duties, shall be paid at the laborer's rate for the length of the suspension or revocation of their licenses.

	<u>Shift Differential</u>	
	Second Shift	Third Shift
2016	\$0.60 per hour	\$0.60 per hour
2017	\$0.60 per hour	\$0.60 per hour
2018	\$0.60 per hour	\$0.60 per hour

Second shift shall be defined as the shift which begins on or after 3:00 p. m. but prior to 11:30 p.m. Third Shift shall be defined as the shift which begins on or after 11:00 p.m. but prior to 7:00 a.m.

Employees shall receive shift premium pay under the same terms while on paid leave time.

Shift differential pay shall be in addition to base pay and will be subject to regular rate calculations for overtime pay for time worked over forty (40) hours per work week.

Change in shift assignments by management shall not be made for the purpose of imposing disciplinary action and shall not be made for retaliation for bona fide exercise of legitimate employee rights.

Employees must work at least two (2) hours within the second (2nd) or third (3rd) shift as defined hereinabove to be eligible to be paid and receive the respective shift differential pay amount described above for second (2nd) or third (3rd) shift.

Any employee who is classified as an automotive or diesel mechanic, and who is required to provide his own hand tools for the performance of his work, shall receive a monthly tool

allowance of fifty (\$50.00) dollars. Notwithstanding the foregoing, the City shall provide such employee with all odd sized, oversized or similar types of special tools and equipment

Any employee who is classified as a parks utility technician, and who is required to provide his own hand tools for the performance of his work, shall receive a monthly tool allowance of thirty (\$30.00). Notwithstanding the foregoing, the City shall provide such employee with all odd sized, oversized or similar types of special tools and equipment. The City shall provide all necessary tools to WWTP employees.

Beginning January 01, 2014 the City shall provide all necessary tools for the positions of Park Technicians and Wastewater Treatment Plant Maintenance Mechanics.

ARTICLE 36 RESIDENCY REQUIREMENT.

All persons who shall become employed by the City on or after January 1, 2001, shall comply with the residency requirement set forth in Article 165.07 of the City's Codified Ordinances.

ARTICLE 37 GENERAL PROVISIONS

During the life of this agreement there shall be no strikes, walkouts, stoppages of work, sit-downs, boycotts, or any other direct or indirect interference with the City's operations. The City agrees that there shall be no lockout during the life of this agreement.

This agreement shall become effective, upon signing by the City and Union representatives, as of January 1, 2016, and shall remain in full force and effect until December 31, 2018. Any successor contract shall be negotiated in accordance with the terms of Act 195, as amended.

The Parties agree that the terms and conditions in this Agreement set forth the full and complete understanding and commitment between the City and the Union and that no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement unless such additions, waivers, deletions, changes or amendments are evidenced in writing and dated and signed (by the both the City and the Union) subsequent to the date upon which the City executed the Agreement.

The Parties specifically agree that the December 30, 2014, document titled "Proposal City of York/Teamsters Local 776 Overtime" executed between the City and the Union has concluded and shall be considered expired and the grievances raised therein permanently resolved, provided, however, that no bargaining unit member shall be required to return or repay any sums of money received as part of the implementation of the December 31, 2014, document.

City Reservation of Rights:

- A. City reserves the right to determine staffing levels, need for overtime, job assignments, position classification, etc;
- B. The City will continue to schedule three (3) operators per shift at the WWTP. However, should the scheduled complement of operators fall below three due to scheduled or unscheduled leave usage by employees, the City will not be obligated to backfill with overtime to have three operators on shift to accommodate for such leave usage.

IN WITNESS WHEREOF the parties, by and through their designated officials and representatives, have hereunto set their hands and seals, and intend to be legally bound thereby; on the ____ day of _____, 2016, for the City, and the _____ day of _____, 2016, for the Union.

FOR THE CITY OF YORK:

FOR THE UNION:

C. Kim Bracey, Mayor

Spencer Dearth, Business Agent

Robert Lambert, City Controller

Union Official

ATTEST:

Dianna Thompson-Mitchell, City Clerk

