

COLLECTIVE BARGAINING

AGREEMENT

BY AND BETWEEN

LOCAL UNION # 627

OF THE

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, AFL-CIO

AND

THE CITY OF YORK

EFFECTIVE DATE

JANUARY 1, 2018 TO DECEMBER 31, 2022



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ARTICLE 1
LAWS, ORDINANCES, AND POLICIES

In the administration of all matters covered by the Agreement, officials and employees are governed by the provisions of any existing or future laws and regulations of the State of Pennsylvania; applicable to employees covered by this Agreement including policies, regulations and ordinances of the city, which do not conflict with this Agreement. Employees shall be subject to only such residency requirements as may now or in the future be imposed by the laws of the Commonwealth of Pennsylvania.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle it is agreed that, unless specifically modified by any other sections of this Agreement, the following responsibilities are reserved to management to:

- a. Determine the management organization.
- b. Direct, transfer and assign employees of the Department.
- c. Hire and promote employees.
- d. Suspend, demote or discharge employees; any such action to be for just cause.
- e. Maintain the efficiency of the government operations entrusted to them and determine how such operations are to be conducted.
- f. Schedule employees' duties to meet the needs of the City.
- g. Determine duties to be included in any job classification.
- h. Determine the number of personnel to be employed or retained in employment.
- i. Determine the necessity of overtime and the amount of overtime required.
- j. Take necessary action to carry out the mission of the City in cases of emergency.
- k. Send for, confer, consult with, discuss or communicate in any way with any member of the bargaining unit without Union representation except as provided for in the grievance procedure. Should such action be disciplinary in nature, the employee shall be allowed to call his representative.
1. All rights and responsibilities of management not specifically modified by this agreement shall remain the functions of management.

**ARTICLE 3
RECOGNITION**

The City agrees to recognize the Union as the sole and exclusive bargaining agent on behalf of all full-time and regular part-time Firefighters, Captains and Assistant Chiefs; excluding management level employees, the Chief and Deputy Chief. The Chief and Deputy Chiefs shall not be members of the bargaining unit, but may be members of the Union.

The term “Firefighter”, “Officer” and employee shall have the following defined meanings when utilized in this agreement, except where the context thereof clearly denotes a different meaning or intent. The term “Firefighter” is defined as the lowest ranking, fulltime, paid position within the Fire Department. The term “Officer” is defined as the position of Captain and Assistant Chief within the Fire Department. The term “employee” shall include Firefighters and Officers. Whenever the masculine gender is utilized in this Agreement it shall also include the feminine gender.

**ARTICLE 4
UNION SECURITY**

All employees within the bargaining unit who are now members of the Union must remain members for the life of this Agreement. All new employees appointed to the positions within the bargaining unit shall at the end of the twelve (12) months probationary period, become members of the Union and continue as a Union member for the life of this Agreement, or be separated from service with the City. The membership obligations of this section shall be limited to the payment of monthly dues and initiation fees uniformly required of members of the bargaining unit.

**ARTICLE 5
PROBATIONARY PERIOD**

New employees shall serve twelve (12) months probationary period and shall have no seniority rights during this period. Upon satisfactory completion of the probationary period, the probationary period shall be considered as part of the seniority time.

New employees shall not be assigned to any primary engine or ladder company as the first or second Firefighter until successful completion of and certification to Firefighter Level I, as outlined in NFPA Standard 1001 (Firefighter Professional Qualifications, 1987 Edition). And furthermore, all new employees must have completed as least eight (8) weeks of their probationary period before such assignment.

Provided, however, that during the probationary period of a new employee, he shall not be permitted to utilize vacation, holidays, personal leave, bidding, work relief or uniform allowance. Upon successful completion of his probationary period, an employee shall receive credit for his probationary period toward all the aforesaid benefits, and shall be paid a prorated uniform allowance. A probationary employee, after successfully completing six (6) months of continuous service with the Department of Fire and Rescue Services, shall be permitted the use of accrued, but unused vacation leave time. A probationary employee after successfully completing six (6)

months of continuous service with the Department of Fire and Rescue Services shall be eligible to work an overtime assignment and be subject to emergency recall.

ARTICLE 6 DUES DEDUCTIONS

Upon written authorization of the new employee, the City agrees to the payroll deduction of dues. The City shall once each month deliver the sum of all dues deducted the previous month to the Union Treasurer.

ARTICLE 7 SENIORITY LIST

The City shall establish a seniority list and it shall be brought up-to-date the first of each calendar year and immediately posted thereafter on all Fire Station Boards for a period of not less the thirty (30) calendar days and a copy of the same delivered to the Secretary of the Union. Any objections to the seniority list as posted shall be reported to the Fire Department and to the Secretary of the Union within ten (10) calendar days after posting or it shall stand approved.

ARTICLE 8 COMMENCEMENT OF SENIORITY

Seniority shall be measured from the date the employee begins work. If more than one employee begins work on the same day, the order in which they were appointed will determine seniority.

ARTICLE 9 LEAVE OF ABSENCE

Employees who have been granted a leave of absence for military duty, education, or for other instruction in the Fire Service, and then returned to duty will have their original starting date used to determine seniority.

ARTICLE 10 REINSTATEMENT AFTER RESIGNATION

Seniority of an employee, who is reinstated after resignation, shall be determined as of the date of reinstatement; all prior service seniority shall be lost and such employee reinstated shall be placed on the seniority list next above the probationers of the Department.

**ARTICLE 11
PERSONNEL ACTIONS**

Appointment, promotion, reduction, removal and reinstatement shall be in compliance with the Act of May 31, 1933 (P.L. 1108) as amended.

All grievances pertaining to discharge, demotion, suspension or any other form of discipline shall automatically commence at the third step, and shall be mutually assigned highest priority by both parties for disposition.

**ARTICLE 12
PROMOTIONS**

Promotions to positions in the Department of Fire shall be filled, so far as practical, from among employees holding positions in the next lower grade. Promotions shall be based on merit, to be ascertained by tests provided by the Civil Service Commission, and upon superior qualifications of the person promoted, as shown by previous service and experience. Firefighters must have eight (8) years of service as of the date of the application deadline to be eligible to take the Captain's exam. Captains must have two (2) years of service as of the application deadline prior to being eligible to take the assistant Chief's exam.

**ARTICLE 13
GENERAL VACANCIES**

When a position of Firefighter become vacant in the Fire Department, the vacancy shall be posted within ten (10) calendar days in each Fire Station, and and at headquarters. Any Firefighter wishing to transfer to the vacant position shall submit a transfer request form within ten (10) calendar days of the date of posting

The position shall be awarded to the firefighter with the greatest seniority requesting transfer within the platoon or bureau where the vacancy occurs. The transfer shall be accomplished within ten (10) calendar days of the close of the posting period. If the award of the transfer is declined, the position shall be awarded to the firefighter requesting the transfer with the next greatest seniority within the platoon or bureau where the vacancy occurs.

Should no firefighter from the platoon or bureau where the vacancy occurs requests a transfer, the firefighter with the greatest seniority from the other platoons or bureaus shall be awarded the transfer. If the award of transfer is declined, the position will be awarded to the firefighter requesting transfer with the next greatest seniority from the other platoons or bureaus. The transfer shall be accomplished within ten (10) calendar days provided the following are satisfied:

1. There sufficient slots available to allow the firefighter to use their remaining vacation days, and personal days
2. All work relief is or can be fulfilled

Should no firefighter request to transfer to the vacant position, said position shall be filled by assigning the firefighter with the least seniority among the platoon or bureau where the vacancy occurs.

When a position for an officer becomes vacant, a notice of vacancy shall be posted within ten (10) calendar days on the officer's board at Station 99-2 and at headquarters. Any officer requesting to transfer into the vacant position shall submit a transfer request form to headquarters within ten (10) calendar days of the date of posting.

Vacancies for officers shall be awarded by time in grade within the same rank and the transfer shall be accomplished within ten (10) calendar days of the close of the posting period.

When circumstances exist where it may be impractical or grossly inconvenient for a firefighter or officer to transfer within the aforementioned period, the firefighter or officer may request a delayed transfer. Requests of this nature will be evaluated on a case-by-case basis and shall be granted or denied at the discretion of the Chief.

Vacancies are determined to exist under the following circumstances:

1. Separation of an employee by retirement, resignation, termination or death.
2. Transfer of a firefighter or officer from one position to another.
3. Assignment of a newly created firefighter or officer position to a platoon or bureau following successful completion of the probationary period.
4. Requests from firefighters or officers to voluntarily vacate a position to which they are currently assigned.
 - a. Requests to voluntarily vacate a position shall be limited to one (1) per calendar year per firefighter or officer.
 - b. If there is no vacant position available and no firefighter or officer should bid on the vacated position, the request to voluntarily vacate that position shall be denied.

All references to days within this article shall be calendar days.

All transfer requests shall be submitted to headquarters on a form provided by the City. Transfer requests shall be accepted until 1500 hours on the close of the posting period. When the close of a posting period occurs on a Saturday, Sunday or Holiday, requests for transfer shall be accepted until 1500 hours the following business day.

In the event a firefighter or officer requesting transfer is on vacation or otherwise unavailable to submit a request for transfer during the posting period, they may designate another member of the department to submit the request for transfer on their behalf.

When there is an imbalance in the number of employees assigned to platoons or bureaus, or there is a need to assign employees to platoons or bureaus, the Chief may temporarily transfer an employee to that position. The transfer shall be accomplished by assigning the employee with the least time in grade for the vacant position. The temporary transfer shall remain in effect until such time the position can be filled by the normal vacancy bidding process.

ARTICLE 14 SALARIES

Employees shall be paid bi-weekly. Effective January 01, 2018 the salaries of employees shall be as follows:

Firefighter:

Years Served	Year of Service	2018 Annual Salary (2.8%)	2019 Annual Salary (2.8%)	2020 Annual Salary (2.8%)	2021 Annual Salary (2.8%)	2022 Annual Salary (2.8%)
0	Year 1	\$35,000.00	\$35,980.00	\$36,987.44	\$38,023.09	\$39,087.73
1	Year 2	\$41,319.24	\$42,476.179	\$43,665.51	\$44,888.15	\$46,145.01
2	Year 3	\$47,638.48	\$48,972.357	\$50,343.58	\$51,753.20	\$53,202.29
3	Year 4	\$53,957.72	\$55,468.536	\$57,021.66	\$58,618.26	\$60,259.57
4	Year 5	\$60,276.96	\$61,964.715	\$63,699.73	\$65,483.32	\$67,316.85
5	Year 6	\$66,596.21	\$68,460.904	\$70,377.81	\$72,348.39	\$74,374.14

Captain:

2018 Annual Salary	2019 Annual Salary (2.8%)	2020 Annual Salary (2.8%)	2021 Annual Salary (2.8%)	2022 Annual Salary (2.8%)
\$75,306.99	\$77,415.59	\$79,583.23	\$81,811.56	\$84,102.28

Assistant Chief

2018 Annual Salary	2019 Annual Salary (2.8%)	2020 Annual Salary (2.8%)	2021 Annual Salary (2.8%)	2022 Annual Salary (2.8%)
\$82,837.70	\$85,157.16	\$87,541.56	\$89,992.72	\$92,512.52

LONGEVITY

Employees shall receive annual longevity increments after completion of the appropriate number of years' service on the following schedule effective January 01 2018.

Years of Service

0 – 5	0.00%
5 – 10	2.50%
10 – 15	5.00%
15 – 20	7.50%
20 – 25	10.00%
OVER 25	12.50%

ARTICLE 15 HOURS OF WORK AND OVERTIME

Employees shall be scheduled to work an average weekly workweek of forty-two (42) hours a week over an eight week period at the present work schedules. Employees who work additional hours over that for which they are regularly scheduled shall be compensated at one and one-half (1 ½) times their regular rate of pay. Overtime shall be paid on the first payday following the period in which the overtime is worked.

For the purpose of computing overtime an employee will be considered to have worked if he is working or is on vacation or holiday.

Hours of work listed in this section are for the purpose of computing overtime and shall not be a guarantee of hours work or restriction of the City's scheduling of employees to work other than their regular work schedule.

Overtime shall be rotated in descending order of seniority within the Platoon. Should an employee decline an overtime assignment, his name shall be placed at the bottom of the list. Should no one wish to work overtime within the Platoon, the employees will be assigned to work overtime in ascending order of seniority.

Notice shall be posted on all bulletin boards from December 1st through December 20th as a sign-up sheet for anyone wishing to work overtime on December 24th & 25th and December 31st (night shift) & January 1st. Overtime shall be selected from the sign-up sheet in descending order of seniority within Platoons, primary Platoon first, 2nd Platoon second and 3rd Platoon off third.

The Union's Executive Board shall do the above procedure.

Overtime, at the rate of two times (2X) the regular rate of pay, shall be paid to an employee who works, but who was not regularly scheduled to work, on the following days; Thanksgiving Day (day and night shift), December 24th (night shift only), December 25th (day and night shift), December 31st (night shift only) and January 1st (day shift only). Employees regularly scheduled

to work on the above mentioned days shall be paid at the rate of one and one half (1.5X) the regular pay rate.

Overtime for work not related to suppression or fire preventions normal activity shall be given to an employee qualified to perform such work. All employees shall have the opportunity to be trained for those activities.

A separate overtime list shall be established for those activities performed. The overtime list will be administered in the same manner as the overtime list is administered for suppression and Fire Prevention.

**ARTICLE 16
PAY FOR ACTING RANK**

Employees, who are working in an acting capacity within a higher salary range for a period exceeding twenty (20) working days, shall be paid the higher salary for the period worked in such an acting capacity. Such pay shall be retroactive for a period worked at the higher salary from the beginning of the assignment. Work day shall be defined as each day the employee actually works in an acting capacity within a higher salary range.

**ARTICLE 17
PAID HOLIDAYS**

The following holidays shall be granted to each employee without loss of pay:

New Years Day
Dr. M.L. King's Day
Washington's Birthday
Good Friday
Easter
Memorial Day
Independence Day
Labor Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

And any other day declared as a holiday for all other employees of the City.

- A. Employees who are scheduled to work on Easter Sunday, Memorial Day, Fourth of July and Labor Day shall be paid at 1.5 times the rate. If the Fire Fighter is called in when not scheduled, he or she shall receive double rate pay.

- B. Christmas pay. A lump sum payment of one half day's pay, based on a ten (10) hour day, shall be paid to each member of the bargaining unit on the payday immediately preceding Christmas.
- C. Employees shall be granted two (2) personal days annually. An employee may continue to accumulate personal days to a maximum of six (6). No more than six (6) personal days may be carried into the next year.

**ARTICLE 18
VACATION**

Employees shall be entitled to the following vacation with pay:

Years of Service	Number of Vacation Days
0 to 5	14
5 to 10	16
15 to 20	20
10 to 15	18
20 to 25	25

- A. Vacation leave shall not be taken in advance of its being earned.
- B. Employees must be in compensable status for half of the working days of the month to earn vacation for the month. An employee is in compensable status when working or on leave with pay.
- C. At the time of the employee's retirement, he shall be paid for all accrued vacation time.

**ARTICLE 19
HOLIDAY INCLUSION**

The fourteen (14) holidays granted, as set out above, to each employee shall be added to the number of days granted for vacation. These holidays shall be picked as vacation days, giving each employee the following: For less than five (5) years of service, the employee may pick not more than a total of twenty-eight (28) regularly scheduled work days. For five (5) to ten (10) years of service, the employee may pick not more than a total of thirty (30) scheduled workdays. For ten (10) to fifteen (15) years of service, the employee may pick not more than a total of thirty-two (32) regularly scheduled workdays. For fifteen (15) to twenty (20) years of service, the employee may pick not more than a total of thirty-four (34) regularly scheduled workdays. For more than twenty (20) years of service, the employee may pick not more than a total of thirty-nine (39) regularly scheduled workdays.

ARTICLE 20
VACATION SELECTION

Firefighters – Suppression

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

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

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

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

Officers/Firefighters Assigned to the Fire Prevention Bureau and Suppression

- 1. Officers and Firefighters assigned to the Fire Prevention Bureau shall submit a tentative list of their vacation for the following year to the Deputy Chief's Office by December 1st. This list shall include at least 80% of their total vacation.
- 2. Officers will be allotted two (2) vacation slots per workday for 12 days and (1) vacation slot for the remainder of slots. Officers on the same shift should meet prior to submitting their tentative selections so that no conflicts in vacation selection are submitted to the Deputy Chief's Office. One (1) additional slot will be allotted on any workday above the allotted regular vacation day slots for the selection of Personal Days and Bonus Days.
- 3. Firefighters assigned to the Fire Prevention Bureau will be allotted regular vacation slots according to the following schedule table:

Number of Firefighters Regularly scheduled to Work	Vacation slots on Monday and Fridays	Vacation slots on Tuesdays, Wednesdays, and Thursdays
1	1	1
2	1	1
3	2	2
4	3	3

One (1) additional slot will be allotted on any workday above the allotted regular vacation day slots for the selection of Personal Days and Bonus Days.

4. Days held may be selected at any time as long as regular vacation slots, as outlined in #2 above, are available. Days held will be selected and used by the end of the year. The City and the Union agree to reopen this Agreement whenever the manning in Fire Prevention falls above or below the number of Firefighters above, for the purpose of re-negotiating the vacation table only.

C. The Bonus Day granted in Article 25 Sick Leave, shall not be considered as a vacation day but will be considered a Bonus Day to be picked at the discretion of the employee, in accordance with paragraph 3 above.

Whenever a firefighter is scheduled to be on vacation while he/she is on IOJ Leave, upon submission of a doctor's slip to return to full-duty, he/she will get with the Deputy Chief or his designee on available vacation dates. At this time the firefighter will have two (2) weeks from return to work date designated on the Doctor's Return to Work Slip to select the vacation days allotted from IOJ or the Deputy Chief will assign all vacation days to him/her. Vacation days lost to IOJ must be used in the same half of the year in which they had previously been selected whenever possible. Days carried over from the previous year must whenever possible be used in the first six (6) months of the following year. Vacation dates not used due to promotion or retirements cannot be reserved prior to effective date of promotion or retirement, and same will be filled on a first come basis unless there is more than one (1) request for the same date submitted on the same day, then the date request will go to the senior Firefighter.

**ARTICLE 21
EMPLOYEE'S DEATH**

In the event of the death of an employee, any vacation time accrued to the time of death shall be paid to the surviving spouse of such employee, or if none, to the estate of such employee: in addition, the surviving spouse or the employee's estate shall be entitled to an amount equal to 100% of the deceased employee's accrued sick leave at the time of death.

**ARTICLE 22
RETIREMENT**

Employees hired before January 1, 1988 shall be eligible for retirement at age fifty (50) following twenty (20) years of continuous service and such person shall receive retirement pay in the amount equal to 50% of their yearly annual salary at retirement. An employee who has completed twenty (20) years of continuous service but has not yet reached fifty (50) years of age may, however, elect to leave the employ of the City at the conclusion of his twenty (20) years continuous service and still remain eligible to receive pension benefits, upon attaining age fifty (50), in an amount equal to 50% of his annual salary at the time he left the employ of the City, subject to the following conditions:

1. The employee shall continue to contribute to the Paid Firefighter's Pension Fund in an amount equal to that which he was contributing prior to leaving the employ of the City including the contribution for the Widows Fund.
2. The Employee shall not continue the service increment contribution except in cases where he will be eligible to receive service increment payment upon reaching age fifty (50).

Employees hired after January 1, 1988 shall be eligible for retirement at age fifty (50) following twenty (20) years and six (6) months of continuous service and such person shall receive retirement pay in the amount equal to 52% of their yearly annual salary at retirement. An employee who has completed twenty (20) years and six (6) months of continuous service but has not yet reached fifty (50) years of age may, however, elect to leave the employ of the City at the conclusion of his twenty (20) years and six (6) months of continuous service and still remain eligible to receive pension benefits, upon attaining age fifty (50), in an amount equal to 52% of his annual salary at the time he left the employ of the City, subject to the following conditions:

1. The employee shall continue to contribute to the Paid Firefighter's Pension Fund in an amount equal to that which he was contributing prior to leaving the employ of the City including the contribution for the Widows Fund.
2. The Employee shall not continue the service increment contribution except in cases where he will be eligible to receive service increment payment upon reaching age fifty (50).

Employees hired on or after January 01, 2018 shall be eligible for retirement at age fifty-five (55) following twenty (20) years and six (6) months of continuous service and such person shall receive retirement pay in the amount equal to 58% of their yearly annual salary at retirement. Employees shall not be eligible for an annual cost of living adjustment (COLA) or for retiree health care. An employee who has completed twenty (20) years and six (6) months of continuous service but has

not yet reached fifty-five (55) years of age may, however, elect to leave the employ of the City at the conclusion of his twenty (20) years and six (6) months of continuous service and still remain eligible to receive pension benefits, upon attaining age fifty-five (55), in an amount equal to 58% of his annual salary at the time he left the employ of the City, subject to the following conditions:

1. The employee shall continue to contribute to the Paid Firefighter's Pension Fund in an amount equal to that which he was contributing prior to leaving the employ of the City including the contribution for the Widows Fund.
2. The Employee shall not continue the service increment contribution except in cases where he will be eligible to receive service increment payment upon reaching age fifty (50).

Beginning on January 1, 1990, and continuing thereafter, an employee's annual base salary shall be combined with his longevity increment for the purpose of determining the sum upon which he shall contribute towards the Firefighter's Pension Plan. All employees who retire after January 1, 1990, will have their full longevity at their retirement added to their base salary for pension calculation purposes.

Vesting

Effective on April 16, 2014, the pension plan shall be amended to permit employees to vest in their accrued benefits earned after ten (10) years employment with the City of York as a member of the bargaining unit.

Military Buy-Back

Effective January 1, 2015, the pension plan shall be amended to permit employees to purchase up to three years of non-intervening military service and/or up to two years of service in general for purposes of determining the employee's pension benefits under the Pension Plan. Employees who opt to purchase military service in the Pension Plan shall do so in accordance with Act 205 of 1990.

Retirement- DROP

Effective January 1, 2016, the existing pension plan shall be modified to provide for a deferred retirement option plan (DROP). The DROP shall be designed by the plan actuary in the same manner as the York City Police Officers DROP program, which will allow firefighters to retire while continuing their employment for a period not to exceed three (3) years.

In order to enter the DROP program, a retirement eligible firefighter must make the request in writing and specify the date on which he will separate from employment.

During the period of time a member is in the DROP program, the firefighter's monthly pension benefit shall be deposited in a self-defined deferred compensation account, such accounts to be mutually agreed to by the parties.

**ARTICLE 23
INJURY LEAVE**

Whenever an employee of the Fire Department is incapacitated from duty because of an injury sustained in the performance of his duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties or until such time as he has been accepted for disability retirement by the Paid Firefighters Pension Board. The employee shall be entitled to any earned vacation lost due to hospitalization or other incapacitation incurred while in performance of his duty.

**ARTICLE 24
EXPENSES OF LINE OF DUTY INJURIES**

The City of York shall pay all hospital, medical, and surgical expenses incurred by any paid employee of the Fire Bureau who is injured in the performance of his duties. Any benefits received by the employee from the Pennsylvania State Workmen's Compensation Board, for such expenses, shall be proven to the City and the same amount be deducted from his salary, less the full amount necessary for his contribution to the Firefighters Pension Fund.

The City of York shall pay all hospital, medical, and surgical expenses incurred by any paid employee of the Fire Bureau who is injured in the performance of his duties. Any benefits received by the employee from the Pennsylvania State Workmen's Compensation Board, for such expenses, shall be proven to the City and the same amount be deducted from his salary, less the full amount necessary for his contribution to the Firefighters Pension Fund.

In the event that a member of the bargaining unit incurs a work-related injury that temporarily incapacitates said employee, said employee shall, if requested to do so by the City, file a worker's compensation claim for said injury. The sole and exclusive purpose of filing said claim is to permit the City to receive the set off from workers compensation attributable to said injury. Said filing shall not interfere with the status of the employee's Heart and Lung benefits that the employee shall continue to receive free of tax deduction so long as the City is not directed or advised by the IRS to the contrary. However, this provision shall not be construed, nor shall it be interpreted to mean, that by virtue of thus applying for Worker's Compensation benefits for the convenience of the City, those employees who are receiving Heart and Lung benefits are in any manner subject to the procedural or substantive rules, practices or procedures applicable to Worker's Compensation benefits for non-uniformed employees of the City including but not limited to those rules, practices or procedures regarding receipt of benefits, eligibility for work, treatment by medical personnel, availability for alternate employment.

**ARTICLE 25
SICK LEAVE**

Sick leave shall be earned at the rate of thirty (30) days per year with a maximum accumulation of two hundred (200) days. Fire Fighters hired on or after August 9, 2010, shall earn sick leave at a rate of twenty (20) days per year with a maximum accumulation of two hundred (200) days.

Upon retirement, the employee shall be paid twenty-five (25%) of the first two hundred (200) days accumulated sick leave at the rate of One Hundred and Forty Dollars (\$150.00) per day. Notification of illness shall be accomplished one (1) hour prior to duty.

After four (4) consecutive days of illness, or more, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for sick pay. Employees shall make every effort to schedule outpatient appointments outside of working hours.

Sick leave is to be used for illness of the employee. Should illness in the immediate household require the employee's presence, sick leave for this presence may be granted at the discretion of the Fire Chief or his immediate supervisor.

In the event that an employee does not use more than one (1) day of his/her entitled sick leave from November 1 to April 30, he/she will receive one (1) bonus day. In the event that an employee does not use more than one (1) day of his/her entitled sick leave from May 1 to October 31, he/she will receive one (1) additional bonus day.

ARTICLE 26 INSURANCE

The City shall provide life, medical, surgical, dental, vision, prescription and hospitalization benefits for each employee without cost to the employee, except as indicated below. The City shall also provide like health benefits for dependents of an employee, subject to the co-payment provisions and limitations set forth herein.

Effective January 01, 2018 and subject to the premium share amounts set forth in the monthly co-payments chart below, the City shall continue to provide to the bargaining unit the same health, prescription, dental, vision, and life insurance coverage it offers for the term of this Agreement.

There shall be three (3) unbundled health plans called the Smart Saver (high deductible with a health savings account) Enhanced Preferred Provider (EPPO) plan, and a Preferred Provider Plan (PPO) plan. Each health plan will add a fourth (4th) tier called employee plus child(ren)

The City shall implement the following Wellness/Disease management programs:

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

OPT OUT PROVISION - Effective with the calendar month next following the execution of this Award, bargaining unit members who have health care and prescription coverage from another source, with documented verification of same, may choose to opt out of the City's health care and prescription Plans. In return, the bargaining unit member will annually receive \$1,200, payable in monthly installments of \$100. If the bargaining unit member chooses to reinstate medical coverage with the City, then, upon written request, the City shall reinstate coverage for the bargaining unit member and dependents.

Health Care Council: The City and Union agree to form a joint Health Care Council (Council) within thirty (30) days after the execution of this Agreement, which Council shall have direct oversight of the administration, functioning and fiscal status of the City's health care benefits program as it relates to employees and dependents. However, it is understood and agreed that the City shall retain sole power and authority to establish the levels of coverage and administration of the health care benefits program, consistent with the terms and provisions of this Agreement.

One of the fundamental purposes of the Council is to afford the City and the Union a vehicle whereby both parties can assess the health care benefits program, with a focus on cost containment and efficient delivery of services. The parties shall each appoint two (2) representatives to the Council, which body shall thereafter appoint a Chairperson and Secretary. The Council shall, at a minimum, conduct quarterly meetings and shall be governed in the conduct of its affairs by Roberts Rules of Order (Revised edition). The representatives of the union shall have the unlimited right to obtain any and all documents, reports, memoranda or other information pertaining to the City's health care benefits program, including any and all financial records or payment records, which pertains to the Union. However, no confidential medical or other similar information shall be released to any Health Care Council member. The City agrees to provide any such data on request, and shall direct its health care benefits program administrator to fully cooperate with the Union's representatives and supply whatever data shall be requested from the program administrator.

The Council shall appoint a Certified Public Accountant (CPA) to conduct an annual audit of the books, records and other pertinent data of the City and the health care benefits administrator. The cost and expenses of the CPA shall be paid by the City. In order to qualify for appointment, the CPA shall not have any other affiliation with the City or the Union. The CPA shall certify the actual annual cost of the health care benefits program to the Council, and shall fix the actual annual cost of the program in conformance with the criteria and procedures set forth above. No increase in co-payment amounts shall be affected until the CPA shall have certified the actual annual cost, as aforesaid.

It is recognized that the City may enter into similar health care benefits programs with the bargaining representatives of other City employees. In such event, the Union agrees to consider joining a Unified Health Care Council (Unified Council), which may have the same functions, duties, and powers as set forth herein. The terms and conditions of the Union's participation in such Unified Council shall be subject to negotiation between the parties hereto.

Schedule of Benefits:

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

All medical and dental benefits are subject to and limited to reasonable and customary amounts. Additional information on health benefits can be obtained from the Health Benefits Booklet or the City Insurance Office.

Employees may elect to have health insurance coverage through the City. The City shall provide an Enhanced Platinum Preferred Provider Organization (PPO) plan¹ and a Basic Platinum Preferred Provider Organization plan.

Medical & Health Plans:

Plan Name	Smart Saver	Preferred PPO	Enhanced PPO (Current)
Individual/Family Deductible	\$2,000/\$4,000	\$250/\$500	\$100/\$200
City HSA Contribution	\$800/\$1,600	N/A	N/A
Out of Pocket Maximum	\$3,000/\$6,000	\$2,000/\$4,000	\$1,000/\$2,000
Office Visit/Specialist	80% after deductible.	\$20/\$35	\$10/\$20
Preventive Care	100%	100%	100%
Diagnostic Lab & X-Ray	80% after deductible	20%	10%
Inpatient Hospitalization	80% after deductible	20%	10%
Outpatient Surgery	80% after deductible	20% coinsurance after deductible	10% coinsurance after deductible
Emergency Room	80% after deductible	\$150	\$75
Rx	Retail/Mail (after deductible)	Retail/Mail	Retail/Mail

¹ See Plan Document and/or Certificate of Coverage document for full explanation of benefits.

Generic	\$10 / \$22	\$10 / \$22	\$5/\$10
Formulary Brand	\$30 / \$75	\$30 / \$75	\$15/\$30
Non-Formulary Brand	\$50 / \$125	\$50 / \$125	\$30/\$60

MONTHLY EMPLOYEE CONTRIBUTION

2018 Medical Employee Contributions	Smart Saver	Preferred PPO	Enhanced PPO (Current)
Employee Only	\$0.00	\$20.00	\$28.00
Employee & Spouse	\$5.00	\$25.00	\$27.60
Employee & Child(ren)	\$4.00	\$23.00	\$25.00
Employee & Family	\$8.00	\$31.00	\$27.80

Employee monthly health insurance contributions shall be increased \$14.00 for each year of the contract.

DENTAL

	Basic Dental	Enhanced Dental
Annual Deductible	\$25 single/\$75 family	\$0
Annual Maximum per person	\$1,000	\$1,500
Preventive Care	100% - no deductible	100%
Diagnostic	100% - no deductible	100%
Basic Restorative	80%	100%
Posterior Composites	80%	100%
Oral Surgery	80%	100%
Endodontics	80%	100%
Periodontics	80%	100%
Major Restorative	50%	50%
Prosthodontics	50%	50%
Orthodontics - Dependent	50% - no deductible	50%
Orthodontics Maximum - per Dependent	\$1,000	\$1,500

MONTHLY DENTAL EMPLOYEE CONTRIBUTION

2018 Dental Employee Contributions	Basic Dental Plan	Enhanced Dental Plan
Employee Only	\$ 2.00	\$ 5.00
Employee & Spouse	\$ 3.80	\$ 9.50
Employee & Child(ren)	\$ 4.00	\$ 10.00
Employee & Family	\$ 5.40	\$ 13.50

VISION BENEFITS

	VBA Participating Provider	Non-Participating Provider
Vision Exam (for glasses)	100%	\$40
Clear Standard Lenses (Pair)		
Single Vision	100%	\$40
Bifocal	100%	\$50
Blended Bifocal	100%	\$50
Trifocal	100%	\$75
Progressive (except digital)	100%	\$75
Lenticular	100%	\$100
Polycarbonate	100%	N/A
Scratch Coat - 2 year	100%	N/A
UV 400	100%	N/A
Frame or Contacts (selected in lieu of eyeglass benefits above)	\$190	\$190
Or medically necessary contacts	100%	\$320
Low Vision Aids (per 24 months, no lifetime maximum)	\$650	\$650

MONTHLY VISION EMPLOYEE CONTRIBUTION

2018 Vision Employee Contributions	Monthly Contribution	
Employee Only	\$	1.00
Employee & Spouse	\$	1.90
Employee & Child(ren)	\$	2.00
Employee & Family	\$	2.70

COPAYMENTS BY RETIREES

- A. Bargaining unit members retiring thirty days or more after September 10, 2009 until January 1, 2015, will receive for themselves and their dependents the same health care plan and prescription plan then available to bargaining unit members. Such retirees will

contribute \$1,100 per person/\$2,200 per family toward the cost of the health care and prescription coverage.

- B. Bargaining unit members who retired prior to thirty day after September 10, 2009 will continue to receive health insurance in effect at the date of their retirement and shall be subject to the \$700/\$1,400 annual copayment provided therefore.
- C. Employees hired after April 16, 2014, shall receive, upon retirement and for the retiree only, health care benefits through the same plan and with the same co-payments as active employees until age 65 or Medicare eligible.
- D. Bargaining unit members retiring after January 1, 2015, shall receive for themselves and, if not subject to the limitations set forth in Paragraph C, above, their dependents, the same health care plan and prescription plan then available to active employees. Such retirees will contribute \$1500 per person/\$3000 per family per year for the cost of the health care and prescription coverage.
- E. Employees retiring on or after January 01, 2018 and upon reaching age sixty-five (65) and becoming eligible for Medicare shall convert to a City sponsored Medicare supplemental plan. Said employees shall contribute an additional three per cent (3%) per year for the retiree contribution.
- F. Employees hired on or after January 01, 2018 shall not be eligible for retiree health insurance.

ARTICLE 27
BEREAVEMENT LEAVE WITH PAY

In the event of the death of a parent, spouse, child, brother, sister, grandchild, stepchild or stepparent in the immediate family related by marriage, the employee will be granted a leave from the day of death to and including the day following the funeral. In the event of the death of a father-in-law, mother-in-law or grandparent, the employee will be granted the day of the death and the day of the funeral, either day or night shift. This time off will also be granted in the event of an aunt or uncle living in the employee's residence.

ARTICLE 28
BEREAVEMENT LEAVE WITHOUT PAY

In all other cases of the death of any other person standing in the place of a parent, leave from duty will be granted by the City. Exceptions may be granted by the Chief or Deputy in the event of cases involving excessive out-of-town travel. Such death leave shall be without cost to the City.

ARTICLE 29
CALL BACK FOR MULTIPLE ALARMS AND OTHER EMERGENCIES
(UNFORESEEN DISORDERS)

Whenever a multiple alarm for fire is in progress, or there is need for more manpower because of an emergency, the platoon that is completely off-duty on that day shall be recalled as needed. Fire Prevention personnel will be listed on each platoon for recall. If after the recalled platoon reports for duty, more employees are needed for the emergency; employees of the remaining platoon shall be recalled as needed. This overtime will be utilized through the agreement between the Union and the City.

The overtime recall notification list will consist of the Union Executive Board members. In the event that recall is deemed necessary, a member of the overtime recall notification list will be notified. Once contacted, the Executive Board member will be responsible for recalling the necessary staffing from the Union emergency recall list. The Union shall be responsible for updating such overtime lists on a timely basis. At such time as the overtime manpower is recalled, the Union representative responsible for recalling employees will notify the Officer that the recall of employees has been completed.

The Union will receive one (1) hour union leave each time that they recall employees. This union leave may be accumulated or used in accordance with Article 35.

A senior Union representative or ranking senior Firefighter shall have the authority to approach the Chief Officer on the scene of an emergency to request relief for employees suffering undue hardship.

ARTICLE 30
COMPENSATION FOR EMERGENCIES

Employees recalled or retained to duty because of an emergency shall be paid the greater compensation of either actual time worked at time and one-half or a minimum of four (4) hours pay at regular pay scale. An employee, to receive compensation, must be specifically recalled or retained by normal recall procedure or direct order.

ARTICLE 31
RELIEF AT FIRE

In the event of a fire or fires requiring employees to work longer than the regular tour of duty, it shall be the responsibility of the Officer in Charge to see that these employees are relieved by the oncoming shift as speedily as possible. Should an employee be required to remain on duty after relief time, compensation for additional time shall be paid and one and one-half.

ARTICLE 32 GRIEVANCES

Definition and Purpose:

The purpose of this section is to provide an orderly method for the settlement of a dispute between the parties regarding the interpretation, application, or claimed violation of any of the provisions of this Agreement or the unjust application of the rules, regulations or practices of the City. 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. If the City shall fail to respond to a grievance within the time limits contained herein, the grievance shall be deemed to be denied and shall progress to the next step. Grievances shall be processed in accordance with the following steps, time limits and conditions herein set forth:

Notice and Grievance Steps:

Step 1: If any employee believes that he has a grievance, he shall reduce same to writing and discuss same with his Union Steward. The employee shall then have the right to discuss same with his immediate superior with or without the presence of his Union Stewart who shall also have the right to discuss the written request or complaint with the employee's immediate supervisor, in a sincere effort to resolve the problem. If the grievance is not settled to the employee's satisfaction, he shall within five (5) working days submit the grievance to the Fire Chief.

Step 2: The Fire Chief shall within five (5) working days meet and discuss the grievance with the employee and his representative and reply in writing within three (3) working days.

Step 3: In the event the decision of the Fire Chief does not satisfy the grievance, it may be appealed within five (5) working days to the Mayor or designee who shall arrange to meet within five (5) working days with the employee, his representatives and witnesses to both sides of the dispute. The Mayor or the Business Administrator has five (5) working days in which to reply to the grievance in writing.

Grievances shall be submitted on a form template previously agreed to by the parties.

Employees shall have the right to present their own requests and grievances, except in the case of grievance, the adjustment is not inconsistent with the terms of this Agreement and the representative has been given reasonable opportunity to be present.

The settlement of any grievance shall not be made retroactive prior to the date the grievance was submitted in writing. Monetary awards made to the employee because of improper suspension, dismissal or actions resulting in loss of pay, shall be made retroactive to the date of suspension, dismissal or such action, providing the grievance is 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. However, such retroactivity shall in no case exceed thirty (30) working days.

If the City claims that the Union has violated any provision of the section titled "Interference With City Operations". It may present such claim to the Union in writing; and if the parties fail to settle it, the City may appeal it to arbitration in accordance with the arbitration section hereinafter set forth.

If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either party may, upon written demand given to the other party, within ten (10) working days, submit said dispute or grievance to arbitration, as follows:

The arbitration shall proceed before a neutral arbitrator.

Within fifteen (15) working days after written demand for arbitration is made as above provided, the party demanding arbitration shall request the American Arbitration Association to make said appointment or selection, as the case may be, according to its rules or to fill any vacancies that may occur that the parties fail or refuse to fill. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator shall decide the dispute and render his award, which shall be final and binding on the parties. The parties shall specifically request the neutral arbitrator to render his award within thirty (30) days after the close of the arbitration hearing, unless waived by the parties for good cause. Each party shall bear the expenses of its representatives and witnesses; and fees and expenses of the arbitrator, as well as all stenographic and other expense incurred in connection with the arbitration proceedings, shall be shared equally between the parties. This Article shall not waive any rights either party may have under Act 111, relating to compulsory arbitration.

In the event the arbitrator shall determine that either party acted in bad faith with regard to the facts underlying the issues or with regard to the conduct of the proceedings, the Arbitrator is empowered, as an element of contractual damage, to assess all or a portion of the fees and expenses incurred in presentation of the case and reasonable attorneys' fees for preparation and appeal of the award, if any, as an element of damage. Furthermore, should the arbitrator direct a financial remedy, such financial remedy shall commence to run from the date of the violation and shall bear statutory interest from the date that the violation occurred to the date that payment is made.

ARTICLE 33 BINDING ARBITRATION

If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either party may, upon written demand given to the other party, within ten (10) working days, submit said dispute or grievance to arbitration, as follows:

The arbitration shall proceed before a neutral arbitrator. Within fifteen (15) working days after written demand for arbitration is made as above provided, the party demanding arbitration shall request the American Arbitration Association to make said appointment or selection, as the case may be, according to its rules or to fill any vacancies that may occur that the parties fail or refuse to fill. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator shall decide the dispute and render his award, which shall be final and binding on the parties. The parties shall specifically request the neutral arbitrator to render his award within thirty (30) days after the close of the arbitration hearing, unless waived by the parties for good cause. Each party shall bear the expenses of its representatives and witnesses; and fees and expenses of the arbitrator, as well as all stenographic and other expense incurred in connection with the arbitration proceedings, shall be shared equally between the parties. This Article shall not waive any rights either party may have under Act 111, relating to compulsory arbitration.

In the event the arbitrator shall determine that either party acted in bad faith with regard to the facts underlying the issues or with regard to the conduct of the proceedings, the Arbitrator is empowered, as an element of contractual damage, to assess all or a portion of the fees and expenses incurred in presentation of the case and reasonable attorneys' fees for preparation and appeal of the award, if any, as an element of damage. Furthermore, should the arbitrator direct a financial remedy, such financial remedy shall commence to run from the date of the violation and shall bear statutory interest from the date that the violation occurred to the date that payment is made.

ARTICLE 34 SAFETY AND HEALTH

The Fire Department and Union shall cooperate fully in matters of safety, health and sanitation affecting the employees.

Engine companies operating with more than one employee will have the extra employee(s) in the cab of the trucks or in the jump seats.

Training and inspections shall not be carried on in extremely hot or extremely cold or severely inclement weather, and such activities shall not exceed 2200 hours.

The City and the Union shall form a Training & Inspection Committee (T&I Committee) within thirty (30) days after This Agreement is executed. The purpose of this Committee is to research and establish specific criteria relating to weather and other environmental conditions under which employees shall fowl training and/or inspections. The parties shall each appoint two (2) representatives to the committee, which body shall thereafter appoint a Chairperson and Secretary.

The committee shall, at a minimum, conduct monthly meetings and shall be governed in the conduct of its affairs by Roberts Rules of Order Revised edition. A majority vote of the

representatives shall be required to effect the establishment of such criteria. In the event that the Committee shall fail to establish such criteria by October 31, 1990, the City may demand interest arbitration on such issue only as provided in Act 111 of 1968.

ARTICLE 35
LEAVE FOR UNION AFFAIRS

It is hereby agreed that the following Union members shall be granted a leave of absence, which shall include necessary travel time, without loss of pay to attend the following Union affairs:

- A. One (1) delegate and one (1) alternate for the International Association of Firefighters Association Convention (biennial).
- B. Three (3) delegates and three (3) alternates for the Pennsylvania State Firefighters Association Convention (biennial) and any elected officers of the Pennsylvania Professional Firefighters Association.
- C. The Union President or his designee shall be granted forty-eight (48) hours per calendar year (aggregate) to attend Union functions. This leave will be requested at least two (2) weeks in advance when possible.
- D. All members of the Union Executive Board (namely, the President, First Vice-President, Second Vice-President, Secretary and Treasurer) shall be excused from duty to attend all regular and special Union meetings and shall be excused from work the entire evening of the annual banquet.

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

- 1. Should it be necessary to hire overtime to replace Executive Board Members for union meetings, employees will be compensated a minimum of three (3) hours overtime.

It is hereby agreed that the following Union members shall be granted a leave of absence, which shall include necessary travel time, without loss of pay to attend the following Union affairs:

- A. One (1) delegate and one (1) alternate for the International Association of Firefighters Association Convention (biennial).
- B. Three (3) delegates and three (3) alternates for the Pennsylvania State Firefighters Association Convention (biennial) and any elected officers of the Pennsylvania Professional Firefighters Association.
- C. The Union President or his designee shall be granted forty-eight (48) hours per calendar year (aggregate) to attend Union functions. This leave will be requested at least two (2) weeks in advance when possible.
- D. All members of the Union Executive Board (namely, the President, First Vice-President, Second Vice-President, Secretary and Treasurer) shall be excused from duty

to attend all regular and special Union meetings and shall be excused from work the entire evening of the annual banquet.

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

2. Should it be necessary to hire overtime to replace Executive Board Members for union meetings, employees will be compensated a minimum of three (3) hours overtime.

ARTICLE 36 COMPANY STRENGTH

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

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

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

With respect to the first, the Employer agrees that no firefighter should be needlessly subjected to a danger that could be avoided or minimized and, therefore, will lower those inherent hazards, including personnel assignments, to the lowest possible reasonable level. The Union recognizes that by the very

nature of the duties associated with firefighting, these hazards can never be completely eliminated.

With respect to the second, the Employer agrees to furnish to employees places, equipment and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious bodily harm. In accordance with all applicable federal laws, standards, codes, regulations and executive orders.

- b. The parties agree that participation in and monitoring of safety programs by the Union is essential to the success of these programs.
 - i. It is understood by the parties that the Employer has the responsibility for providing information and training on health and safety issues; and
 - ii. Although the Employer employs personnel whose primary function is to oversee the health and safety programs at each facility, representatives of the Employer that have a primary function of administering the laws, rules, regulations, codes, standards, and executive orders related to health and safety matters are the recognized authorities when issues involving health and safety are raised.
- c. The Employer will establish a safety and health committee that will serve in an advisory capacity and be composed of equal numbers of representatives of the Employer and the Union. The primary duties of the safety and health committee shall be to:
 - i. Develop and recommend specific goals and objectives designed to reduce the number and severity of on-the-job accidents and occupational illnesses;
 - ii. Review reports of on-the-job accidents, injuries and occupational illnesses, to identify specific hazards and adverse trends, and to formulate specific recommendations to prevent recurrences;
 - iii. Review findings of inspections, audits, and program reviews to assist in the formulation of recommendations for corrective action; and
 - iv. Review plans for abating hazards.
- d. Safety and health committees will meet at least quarterly. More frequent meetings may be held as needed.
- e. Written minutes of each meeting will be maintained and made available to all committee members. All information necessary for the effective conduct of the safety and health committee will be made available to the committee.

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

ARTICLE 37 CLOTHING

The Fire Department shall furnish to each employee upon permanent appointment to the Department a complete Class A Uniform consisting of one (1) blouse, one (1) trouser, and one (1) cap. New recruits shall receive work uniforms consisting of four (4) each work trousers, long and short sleeve uniform shirts, tee shirts and two (2) each shorts and golf shirts. New recruits shall also receive one (1) job shirt, one (1) work jacket, and one (1) complete set of Personal Protective Clothing (PPC) consisting of bunker coat and pants, boots, helmet, hood and gloves. PPC shall be replaced as needed. After the initial issue, uniforms will be ordered through the annual clothing request form. Uniforms shall be worn as specified in the Uniform Policy.

Employees shall be entitled to three hundred thirty five (\$335) dollars cleaning allowance yearly, payable on the last payday of May of each year. Each employee shall be entitled to an eighty (\$80) dollars per year shoe allowance. The cleaning allowance currently provided by the collective bargaining agreement shall be increased by \$10 effective January 1, 2015 and by the same amount for each remaining year of this Agreement.

Civilian clothing may be worn to and from work. However, it is understood that should an employee going on duty have to respond to an incident before having sufficient time to change into his work uniform, he shall be required to wear turnout clothes over his civilian clothing, and

the City of York shall be held harmless against any and all damages to his civilian clothing as a result.

**ARTICLE 38
PERSONAL EFFECTS ALLOWANCE**

Employees of the Fire Department shall be reimbursed for replacement of necessary, job related personal effects that have been lost or damaged in the performance of their fire suppression duties provided such loss or damage is not caused by carelessness of the individual. No jewelry, money, or contents of wallets shall be considered necessary job related personal effects. Reimbursement for watches shall be limited to \$50.00 and reimbursement for wallets shall be limited to \$25.00.

**ARTICLE 39
PERSONNEL FILES**

No material relating to an employee's conduct, service, character, or personality shall be placed in the employee's personnel file unless it is signed by the person submitting the information. An employee shall have the right to examine this file, and employee shall, in writing, indicate the date of the examination and affix his signature. Personnel files shall be read or examined only by those persons so authorized by the Mayor, members of his immediate cabinet, or the Chief. No adverse materials shall be placed in an employee's personnel file unless the employee is first given a copy of such material.

**ARTICLE 40
UNION REPRESENTATION**

Union representation shall be provided to the extent that officers of the Union shall not be disciplined for conduct while acting in their official capacity as officers of the Union and shall have the right to file a grievance pursuant to the grievance and arbitration procedure herein for any disciplinary action taken against them for conduct while acting in their official capacity as officers of the Union.

Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues, which effect the welfare of its members, or inhibit or hamper any employee's constitutional rights of free speech.

**ARTICLE 41
INTERFERENCE WITH CITY OPERATIONS**

The Union agrees that there shall be no strikes, work stoppage, slowdowns or any actual interference with City operations by any of its members.

**ARTICLE 42
COMPENSATION FOR COLLEGE COURSES**

The reimbursement for college courses shall be 50% of the cost of tuition, books and fees related to Firefighting Science and Emergency Management Services upon completion of the course and

upon providing the City with satisfactory evidence that the employee has personally paid for the course and received a final grade of no lower than 2.0 on a score of 4.0.

**ARTICLE 43
EXPRESSED WAIVER**

The City and Union agree that this Agreement and the practices thereunder constitutes the entire contract between them, governing the rates of pay and working conditions of the employee in the bargaining unit during the term hereof and settles all demands made by the Union during negotiations. Nothing herein shall limit either party the right to agree to a memorandum of understanding which may be made an Addendum to this agreement provided the memorandum of understanding specifically states that it shall have such effect.

**ARTICLE 44
TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 2018 and shall continue in full force and effect until December 31, 2022 and thereafter from year to year unless either party to this Agreement gives written notice to renegotiate the Agreement.

**ARTICLE 45
SEVERABILITY**

If any provision of this Agreement, or the application thereof, to any person or circumstance is held invalid, the remainder of this Agreement or the application of any such provision to any other person or circumstance shall not be affected thereby (except in the case of an interpretation hereof through the binding arbitration grievance procedure), and the provisions of this Agreement are hereby declared to be severable.

**ARTICLE 46
RESIDENCY**

- A. Effective January 01, 2018 employees hired on or after that date shall have their primary domicile within a thirteen (13) map miles radius of York City Hall.
- B. An employee hired before January 01, 2018 that lives within the City of York corporate boundaries may opt to have his or her primary domicile within the 13 map miles radius as stated in 5(a).

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 _____, 2017, for the City, and the _____ day of _____, 2017, for the Union.

FOR THE CITY OF YORK:

FOR THE UNION:

C. Kim Bracey, Mayor

Fred DeSantis, President

AliceAnne Frost, Controller

Union Official

ATTEST:

Dianna Thompson-Mitchell, City Clerk

Date