

AGREEMENT

BETWEEN

THE CITY OF YORK

AND

YORK PUBLIC EMPLOYEES' ASSOCIATION
Affiliated with AFSCME/AFL-CIO

Effective
January 1, 2019 through December 31, 2021

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PREAMBLE

This Agreement entered into this first day of January, 2019 by and between the City of York, hereinafter referred to as the City, and the York Public Employees Association affiliated with AFSCME/CIO, 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 and the establishment of rates of pay, hours of work and other conditions of employment as defined by Act 195 of July 23, 1970.

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.

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 the following responsibilities are not subject to collective bargaining and management representatives, unless specifically modified by any subsequent section of this Agreement, retain the exclusive right hereto to:

- (a) Determine the management organization, the selection, retention and promotion for classifications not within the scope of the Agreement.
- (b) Direct employees of the City.
- (c) Maintain discipline.
- (d) Hire, promote, transfer, assign, retain and lay off employees.
- (e) Discipline, suspend, demote or discharge employees: any such action to be for just cause.
- (f) Maintain the efficiency of the Government operations entrusted to them.
- (g) Determine the methods and means by which such operations are to be conducted.
- (h) Schedule employee's duties to meet the needs of the City.
- (i) Determine duties to be included in any job classification.
- (j) Determine the number of personnel to be employed or retained in employment.
- (k) Determine the necessity of overtime and the amount of overtime required.
- (l) Take necessary action to carry out the mission of the City in cases of an emergency.

(m)Change policies, procedures, rules, and regulations. Changes made to these policies shall not supersede specific language in this collective bargaining agreement. These policies are not intended to change any of the existing terms and conditions of employment in effect in this Agreement. Any new or changes to these policies shall be furnished to the employees at least two (2) weeks prior to implementation.

All rights and responsibilities of Management not specifically modified by this Agreement shall remain the function of Management.

ARTICLE 3 RECOGNITION

The City agrees to recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining in any and all matters relative to wages, hours and working conditions; the result of such collective bargaining is set forth in full in this Agreement.

The bargaining unit may consist of all employees working thirty (30) or more hours per work week (averaged on a monthly basis) in non-supervisory, non-confidential and non-management classifications covered by this Agreement. Employees in these classifications will be eligible to join the Union following successful completion of a ninety (90) calendar day probationary period.

Temporary and part-time employees and employees hired under summer employment programs are not eligible for membership in the bargaining unit.

Temporary employees are employees who are hired for a specific project that will terminate on or before the end of ninety (90) calendar days. Nothing in this Article shall prevent the City from terminating a part-time or temporary position.

Part-time employees who work less than thirty (30) hours per work week, (averaged on a monthly basis), shall not be eligible for healthcare benefits, vacation, personal leave, holidays, pension benefits, or sick leave.

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 or temporary employee is performing any work which is within the job description of bargaining unit employees.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

All employees who are members of the Union on the effective date of this Agreement, or who become members during the term of this Agreement, must maintain their membership for the duration of this Agreement, provided that any such employee or employees may resign from the Union during a period of fifteen (15) days prior to the expiration date of this Agreement.

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.

The City and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 15 of 1993 and any amendments thereto.

ARTICLE 5 UNION DUES

The City agrees to deduct the monthly Union membership dues from the earned wages of each employee within the bargaining unit who request the City, individually in writing to do so. The City will provide employee name, address and social security number with dues submission. 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 its dues is hereafter changed, such change shall be provided in writing to the City thirty (30) days prior to any change in dues deduction. The York Public Employees' Association 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 or 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 the York Public Employees' Association members except the payment generally required from other members of the bargaining unit.

The City agrees to deduct voluntary political action fees authorized by the employee on a bi-weekly basis. The employee authorization shall be in writing on an authorization card provided to the City by the Union. The City shall remit payment to the Union by the last day of the succeeding month after the deductions have been made from the employee's pay. This remittance shall be separate from the remittance of the Union dues payment.

A Seniority list shall be brought up-to-date on January 31, April 30, July 31, and October 31 of each year; a copy shall be forwarded to the Union. Said Seniority List shall contain the following

1. Employee's Name
2. Job Title
3. Hire Date
4. Years of Service
5. Department/Bureau

ARTICLE 6 DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin, disability or other handicap, sexual orientation or political affiliation. The Union and the City shall have the same responsibility for applying this provision of the Agreement.

ARTICLE 7 REPRESENTATION

Employees of the bargaining unit shall be represented for the purpose of grievance adjustment and interpretation of this Agreement by a Chairperson and such other Union representatives, not to exceed four (4) in number, as shall be selected by the Union from full-time employees of the City, who are members of the Union and who have completed their probationary period. The Union shall provide the names of the four (4) representatives to the Deputy Business Administrator for Human Resources by the 15th of the following month each time there is a change in representatives for the period of this Agreement.

The Chairperson and representatives shall be granted reasonable time off during working hours to investigate and settle grievances, with the prior approval of their immediate supervisor. The time

allotted for this purpose shall not exceed three (3) hours per week for any of these four (4) individuals. Other Union business will be conducted on the employee's own time.

Accredited representatives of the Union shall, on request by the Union and prior approval by the Department Director or his designee, be admitted to the property of the City during working hours for assisting in the adjustment of grievances.

Union representatives are required to submit a leave form for use of "union time" to their immediate supervisor for approval. Union time will be requested and approved in advance. Management reserves the right to know:

- (1) Who will be at the meeting; and location
- (2) Approximate length of the meeting, and
- (3) The grievance number and/or subject of the meeting.

ARTICLE 8 BULLETIN BOARDS AND NOTICES

The City agrees to provide reasonable bulletin board space where notice of official Union matters may be posted by a duly authorized representative of the Union. Copies must be furnished to the City. The Union agrees that matters of controversial nature will not be posted. It is further agreed that any material posted shall be signed by the person posting said material.

ARTICLE 9 GRIEVANCES

Definition and Purpose:

The purpose of this section is to provide an orderly method for 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) working days of the date it occurred or within ten (10) working days of the date the employee could reasonably be expected to have knowledge of the occurrence. If any employee believes they have 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. If such an attempt is unsuccessful, the employee may proceed with the formal grievance procedure. Grievances shall be processed in accordance with the following steps, time limits, and conditions herein set forth:

Grievance Steps:

Step 1: A grievance shall be submitted in writing to the immediate supervisor who shall promptly meet and discuss the grievance with the employee and his representative and reply in writing within ten (10) working days.

Step 2: In the event that the decision of the immediate supervisor does not satisfy the grievance, it may be appealed within ten (10) working days to the Department Director who shall within ten (10) working days meet and discuss the grievance with the employee and his representative. The Department Director has ten (10) working days to reach a decision and reply in writing.

Step 3: In the event the decision of the Department Director does not satisfy the grievance, it may be appealed within ten (10) working days to the Mayor or his designee who shall arrange to meet within ten (10) working days with the employee, his representative and witnesses to both sides of the dispute. The Mayor or his designee has ten (10) working days in which to reply to the grievance in writing.

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

The settlement of any grievance shall not be made retroactive for more than twenty 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.

Grievances not responded to by the City within the prescribed time limits should be considered denied and the Union or grievant may proceed to the next step in the grievance process. If the City fails to answer a grievance in the time provided, the time for the Union or grievant 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.

Should the Union or the City 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.

For purpose of this section, work days shall be defined as Monday through Friday inclusive, excluding Saturdays, Sundays and paid Holidays.

ARTICLE 10 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 party may, upon written demand given to the other party, within ten (10) working days, submit said dispute or grievance to arbitration, as follows:

Within five (5) working days after written demand for arbitration is made, the parties shall jointly request the Pennsylvania Bureau of Mediation to provide a list of five (5) arbitrators to the parties.

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 to 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 render his decision within thirty (30) days after closing of the proceedings. The awards shall be signed by the arbitrators and two (2) copies of the award shall be mailed to each of the parties.

Regardless of the outcome of any matter submitted to arbitration, costs thereof shall be borne by the City and the Union equally; such costs shall be limited to the arbitrator's fees and expenses.

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 11 DISCIPLINE AND DISCHARGE

Disciplinary action is defined as oral reprimand, written reprimand, a written reprimand with suspension days without pay, demotion, and/or termination. Disciplinary actions or measures may be imposed upon an employee for just cause.

Disciplinary action may be processed as a grievance through the grievance procedure.

Appeals from disciplinary action resulting in discharge or suspension shall be initiated within three (3) working days of the notice of suspension or discharge at the third step of the grievance procedure by the employee through the Union.

The Union shall be notified by the City within three (3) business days of any demotion, suspension or discharge.

In the event that an employee receives disciplinary action, all of their employment records concerning such matter shall be purged of any references to such disciplinary action, provided they have a period free of from further disciplinary action, according to the following schedule:

Level of Action	Discipline Free Period
Oral Reprimand	Six (6) Months
Written Reprimand	Twelve (12) Months
Written Reprimand with Suspension or Suspension without Pay	Eighteen (18) Months

ARTICLE 12 POSTING

When a position within the bargaining unit becomes vacant and is to be filled, the City shall place an announcement of the vacancy on the bulletin board. All announcements of positions to be filled shall be posted for fourteen (14) calendar days.

Any employee may bid for the announced vacancy and shall submit an application on forms designated by the City, within the fourteen (14) calendar day period; provided, however, that no employee shall be eligible to bid for an announced vacancy within one (1) year after such employee has bid for and been awarded his or her then current position. An employee with active discipline in his or her official personnel file at the time of posting the vacant position shall be prohibited from bidding on the vacant position. In addition, probationary employees shall be prohibited from bidding on vacant positions.

Consideration for the vacant positions will be based on an employee who (1) meets the minimum skills, knowledge and abilities as defined in the job description for any bargaining unit vacancy; (2) has the ability to perform the essential functions of the position with or without reasonable accommodation, as determined by the City; and (3) Union seniority. Transfer, if affected, shall be without loss of seniority.

Any employee bidding into a higher classification shall receive their present rate of pay during a thirty (30) working day period. Following successful completion of the thirty (30) working day period, the employee will receive the higher rate of pay.

Employment for those employees who lack the ability to perform the duties of the new classification, shall be determined within the six (6) month probationary period. An employee who fails to perform the duties of the new position will be permitted to return to their former position within the six (6) month probationary period. An employee in this probationary status as defined in this Article shall have just cause rights for purposes of discipline.

ARTICLE 13 ACTING OUT OF CLASSIFICATION PAY

If an employee is temporarily required to assume the duties of another classification, in general, for a period in excess of, one (1) hour the employee shall be paid either their regular base rate, or the base rate of pay for the temporary classification, whichever is higher, for the actual length of time spent in the temporary classification.

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ARTICLE 14 SENIORITY

Seniority shall be measured by the length of continuous service in the bargaining unit. Seniority rights shall become effective after 120 calendar day probationary period. New employees shall be regarded as probationary employees until they have completed 120 calendar days of continuous employment. There shall be no seniority status among probationary employees. They may be transferred and/or released without question when in the opinion of the City they fail to perform satisfactorily.

Seniority rights shall be lost upon termination of employment or failure to return to work within one (1) year from the date of lay-off.

In all cases of lay-off of employees, the employee's seniority in their respective occupational classification shall govern. Employees last hired shall be the first laid-off and before any new employees are hired for the same classification, laid-off employees shall be recalled.

An employee laid-off may apply for another job, provided he has the ability to perform the work and has greater seniority. An employee who has applied for job and cannot perform in the classification shall be returned to his former classification and placed in lay-off. Employees shall be recalled in the reverse order to that by which they were laid-off.

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 they have the ability to be trained in that classification.

Seniority shall not govern, and shall be set aside in the case of lay-offs in which the employee is on a skilled or semi-skilled job and there is no employee with the greater seniority who has the ability to perform the work efficiently.

Seniority shall not govern, and shall be set aside in the case of recalls, in which the laid-off employee with the most seniority does not have the ability to perform the duties of the position to be filled efficiently.

ARTICLE 15 HOURS OF WORK

Regularly scheduled employees shall work forty (40) hours per work week. A work week is defined as Sunday through Saturday.

ARTICLE 16 OVERTIME

Hours worked in excess of forty (40) hours in a work week shall be paid at the rate of time and one-half.

Overtime shall be divided or rotated as equally as possible within the Department, according to seniority and among those who regularly perform such work. In the event a Department needs additional employees to perform overtime work, this overtime shall be divided and rotated as equally as possible among other employees in the bargaining unit who are qualified to perform the work, according to seniority.

Employees shall be notified of the need to work overtime one (1) day in advance, if possible.

Except in emergency situations, overtime may be refused upon presenting the Department Director a legitimate excuse and receiving his approval.

Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

If time is lost during the regular work week, then overtime pay shall not prevail until forty (40) hours have been actually worked in the work week.

ARTICLE 17 SICK LEAVE / ATTENDANCE

Employees working forty (40) hours a week shall earn twenty (20) hours per month with a maximum accumulation of 1600 hours. Employees hired on or after January 1, 1997, and employees working forty (40) hours a week shall earn twelve (12) hours per month. Employees hired on or after January 1, 1997, have the right to accumulate unused sick leave to a maximum of 1,080 hours.

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.

An employee is not entitled to sick leave until six (6) months of continuous active service have been completed.

A Doctor's certificate is required for an absence from work, due to sickness or injury, for three (3) or more consecutive days. For absences of less than three (3) days, a Doctors certificate may be required when, in the opinion of the employer, the employee has been abusing sick leave privileges. Pregnancy, childbirth and related medical conditions will be treated the same as illness.

Routine physical appointments by employees, as opposed to emergency physical care do not qualify for use of sick leave.

Employees shall make every effort to schedule out-patient appointments outside working hours.

Sick leave may be used when the employee is ill or injured only. Sick leave may be used for emergency or in case of 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 or school official in the case of a child shall be required to receive pay.

In the event that an employee sustains a compensable work-related injury while in the employ of the City of York, he shall be entitled to Workers' Compensation benefits.

Employees hired before January 1, 1977, shall receive either: fifteen percent (15%) of their unused, accumulated sick leave upon termination after six months of service or; twenty-five percent (25%) of their unused, accumulated sick leave upon full retirement after twenty (20) years of continuous service or upon retirement under Social Security age requirements. Employees hired after January 1, 1977 shall receive twenty-five percent (25%) of their unused, accumulated sick leave upon full retirement after twenty (20) years of continuous service or upon retirement under Social Security age requirements.

ARTICLE 18 LEAVE OF ABSENCE

An employee may request leave pursuant to the Family and Medical Leave Act (FMLA), as now or as maybe amended. The City shall not deny the use of FMLA leave by an eligible employee as defined by the Act.

ARTICLE 19 HEALTH CARE BENEFITS AND LIFE INSURANCE

Employees may elect to have health insurance coverage through the City. The City shall provide a Preferred Provider Organization (PPO) plan.

PPO Plan Employee Monthly Contributions:

Tier Group	2019	2020	2021
Employee Only	\$72.53	\$85.42	\$99.98
Employee & Spouse	\$142.40	\$172.40	\$202.40
Employee & Children	\$137.00	\$172.00	\$202.00
Employee & Family	\$207.10	\$244.00	\$274.00

PPO Medical Benefits:

Medical Benefits	In Network	Out of Network
Calendar Year Deductible – Single/Family	\$100.00/\$200.00	\$200.00/\$400.00
Coinsurance Out of Pocket (includes coinsurance amounts; when this is satisfied, no other coinsurance is required) – Single/Family	\$1,000.00/\$2,000.00	\$2,000.00/\$4,000.00
Total Out of Pocket Maximum (includes Coinsurance, copays and deductibles) – Single/Family	\$2,600.00/\$5,200.00	
Coinsurance Level – Plan pays	90%	70%
Primary Care Physician Copay	\$10.00	70%
Specialist Copay	\$20.00	70%
Inpatient Hospitalization	90% after deductible	70% after deductible
Outpatient Surgery	90% after deductible	70% after deductible
Diagnostic Laboratory/Radiology	90% after deductible	70% after deductible
Outpatient Diagnostic X-ray/Complex Imaging	90% after deductible	70% after deductible
Urgent Care Copay	\$50.00	\$50.00
Emergency Room Visit Copay (waived if admitted)	\$75.00	70% after deductible

PPO Plan Prescription Medication:

Prescription Deductible: N/A

Drug Tier	Retail (30-day supply) Copay	Mail Order/Retail (31- 90 day supply) Copay
Tier 1 (Generic)	\$15.00	\$30.00
Tier 2 (Brand Formulary)	\$30.00	\$60.00
Tier 3 (Non-formulary Brand)	\$30.00	\$60.00

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.

Dental:

High Plan Tier Group	Monthly Employee Contribution
Employee Only	\$3.00
Employee & Spouse	\$5.70
Employee & Children	\$6.00
Employee & Family	\$8.10

Low Plan Tier Group	Monthly Employee Contribution
Employee Only	\$0.00
Employee & Spouse	\$6.00
Employee & Children	\$5.71
Employee & Family	\$31.58

Vision:

Vision Plan Tier Group	Monthly Employee Contribution
Employee Only	\$1.00
Employee & Spouse	\$1.90
Employee & Children	\$2.00
Employee & Family	\$2.70

Life Insurance \$50,000.00

Accidental Death & Dismemberment \$50,000.00

Retirees who retire after January 1, 1990, and wish to continue their health coverage up to age 65 can do so by contributing 50% of the cost up to the following annual maximum:

Tier Group	Yearly Retiree Contribution
Retiree Only	\$700.00
Retiree & Spouse	\$1,400.00

Retirees who retire on or after January 1, 2004, and wish to continue their health coverage up to age sixty-five (65) or the eligibility age of Medicare as determined by the Federal government, not to exceed the age of seventy (70) can do so by contributing 50% of the cost up to the following annual maximum:

Tier Group	Yearly Retiree Contribution
Retiree Only	\$900.00
Retiree & Spouse	\$1,600.00

Benefits for retirees will be the same as active employees.

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

Employees hired on or after June 1, 2013 shall not be eligible for retiree health care and other related benefits.

ARTICLE 20 HOLIDAYS

Employees, having seniority as of the date of the holiday, who work the last scheduled working day prior to and the first scheduled working day after any of the following holidays or are on authorized and/or compensable vacation leave, shall receive one (1) day's pay at their current base rate. The Holidays referred to above are:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day

When a legal holiday falls on a Saturday, it shall be celebrated on the Friday before, if the legal holiday falls on a Sunday, it shall be celebrated on the following Monday. If in the event that this procedure would interfere with the legal date for change of administration, then both parties will agree as to when the holiday will be celebrated. Employees required to work on a holiday shall be paid for the holiday plus time and one-half for all hours worked on the holiday.

If an employee works more than an eight hour shift, that employee would earn the same number of holiday hours.

ARTICLE 21 VACATIONS

Vacation will be granted to employees having the required seniority in the upcoming calendar year, in the first year of the Agreement and each year thereafter, as indicated below: (i.e. for purposes 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.

Employees having seniority as indicated below shall be granted vacation leave hours with pay at their current base rate.

After Years of Service	Hours Earned Yearly	Hours Earned Monthly
0 to 365 Days	72	6.00
1 Year	112	9.33
2 Years	128	10.67
4 Years	160	13.33
9 Years	192	16.00
14 Years	208	17.33
Over – 19 Years	224	18.67

An employee shall be permitted to utilize vacation time in minimum units of fifteen (15) minutes.

Vacation leave shall not be granted to a new employee during his probationary period.

Employees with the greatest seniority as it relates to total years of continuous service with the City shall be given his/her 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 before January 1, 1997, may carry forward 80% of the maximum number of days earned in two years. Employees hired on or after January 1, 1997, shall be limited to eighty (80) hours of earned but unused vacation leave carry over.

If an employee is unable to schedule vacation leave during the calendar year due to the requirements of the City, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

Vacation leave shall be scheduled to provide for the orderly conduct of City operations.

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.

Employees shall notify their immediate supervisor at least two (2) hours in advance of the employee's start time if s/he will be late for work to request unscheduled vacation leave; provided

however if time allows. Should time not allow for the two (2) hours advanced call-in, the employee shall call in as soon as possible.

At the request of the employee and the approval of the employee's immediate supervisor, unscheduled vacation may be granted if the employee calls in before their scheduled start time. Unscheduled vacation time, which normally required advanced notice, can be granted in cases of personal necessity. The City reserves the right to request proof of personal necessity from the employee when deemed necessary and appropriate.

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

Vacation preference shall be determined on the basis of departmental seniority, to whatever extent practical, provided that the taking of such time does not interfere with the efficient operations of the Department.

Employees who have completed six (6) months of continuous service with the City, and who retire, resign, are terminated or laid -off or who are called to active military service, shall receive pay for accumulated, unused vacation leave on a pro-rata basis.

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, or 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.

ARTICLE 22 BEREAVEMENT LEAVE

Employees shall be granted three (3) days leave with pay upon request, and upon substantiation of relationship, for the death of a parent, grandparent, child, grandchild, step-parent, stepchild, spouse, brother, sister, mother-in-law or father-in-law. One (1) day of leave will be granted for the death of an aunt, uncle, sister-in-law or brother-in-law. All other leave for death in family must be taken as vacation leave, if any. If the employee does not have any accumulated vacation leave, unused, accumulated sick leave may be used in the event of the death of a relative described above.

ARTICLE 23 JURY DUTY

Recognizing that it is the obligation of every citizen to serve as a juror when called to do so, an employee called for jury duty or subpoenaed as a witness will be granted leave with full pay, less payment for jury duty or witness fees. Notification to the employee's supervisor shall be done as far in advance as possible.

ARTICLE 24 MILITARY TRAINING LEAVE

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

ARTICLE 25 RATES OF PAY

The following pay rates will apply on January 1st of each year for the term of this agreement:

Position	2019 (2.25%)	2020 (2.60%)	2021 (2.75%)
Clerk I	\$16.87	\$17.31	\$17.78
Clerk Typist I	\$17.11	\$17.55	\$18.04
Clerk II	\$17.27	\$17.72	\$18.21
Clerk Typist II	\$17.48	\$17.93	\$18.43
Parking Garage Cashier	\$17.56	\$18.02	\$18.51
Secretary	\$17.63	\$18.09	\$18.59
Secretary/Receptionist	\$17.63	\$18.09	\$18.59
Accounting Clerk	\$17.63	\$18.09	\$18.59
Clerk II/Cashier	\$17.68	\$18.14	\$18.64
Clerk II/Cashier - Finance	\$17.75	\$18.21	\$18.71
Police Records Clerk	\$17.75	\$18.21	\$18.71
Data Entry Clerk	\$17.75	\$18.21	\$18.71
Parking Enforcement Officer	\$17.77	\$18.23	\$18.73
Inventory Control Records Mgr.	\$18.07	\$18.54	\$19.05
Office Manager	\$18.07	\$18.54	\$19.05
Office Coordinator	\$18.07	\$18.54	\$19.05
Permit Technician	\$18.14	\$18.61	\$19.12
Mayor's Complaint Manager	\$18.53	\$19.01	\$19.53

An individual entering a job classification, who has not yet completed his/her probationary period in that classification will be paid twenty-five (25), cents less than the applicable pay rate until completion of the probationary period.

Base salary shall have longevity increments as follows:

After 5 years of service	2%
After 10 years of service	4%
After 15 years of service	6%
After 20 years of service	8%
After 25 years of service	+¼%

Each year of employment thereafter will receive a ¼% increase up to 40 years of service.

This percentage would be in addition to the yearly increases and shall be divided equally among the pay periods.

Employees required to work other than day shift shall receive an additional \$.30 per hour for second shift and \$.45 per hour for third shift.

Second shift shall be defined as the shift which begins on or after 2:30 p.m. but prior to 11:00 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 must work at least six (6) 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.

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.

An employee called into work for other than their regular shift shall receive at least two (2) hours pay.

ARTICLE 26 CLEANING REIMBURSEMENT

Employees working in the classification of Parking Enforcement Officer shall receive a cleaning allowance of \$175.00 per year. The City shall issue the cleaning allowance prior to April 01 of each year.

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

1. Raingear consisting of a poncho.
2. Uniforms for all bargaining unit employees; Uniforms will consist of five (5) each long sleeve shirts, five (5) each of short sleeve shirts, five (5) pair each of pants, two (2) pair of shorts, one (1) coat or jacket, one (1) hooded sweatshirt, one hat or visor and one (1) pair of footwear.

The City shall promptly replace, at no cost to an employee, any of the above referenced articles of clothing and footwear 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) and footwear. The City reserves the right to determine style of uniform to be worn by employees while on duty.

ARTICLE 27 DELEGATES TO CONVENTION

Two (2) delegates selected by the Union shall be given time off, not to exceed five (5) days per employee per calendar year, to attend the two (2) annual Union conventions. These delegates will be subject to management approval should a conflict in scheduling arise. These delegates shall receive such time off with pay.

ARTICLE 28 SAFETY AND HEALTH

The City 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 two of the following: immediate supervisor, Department Director, Deputy Business Administrator of Human Resources, Business Administrator and/or a member of the City's Safety Committee. 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 Labor/Management Committee to resolve.

ARTICLE 29 LABOR MANAGEMENT COMMITTEE

The City agrees there may be one (1) meeting with the Union representatives each month. This meeting shall be held during the regular daytime working hours for the purpose of resolving employee or management problems. It is agreed that a necessary condition for the holding of the meeting will be the submission of a written agenda, by either side, within one (1) week prior to the regularly scheduled meeting. If an agenda is not submitted by either side, then the meeting will not be held.

Time allowance for scheduled meetings under this procedure to local Union members of the Committee is allowed, provided the total number of hours for each member so paid for by the City does not exceed three (3) hours in any one month. Payment shall be made at straight hourly base rate. The Union agrees to limit this Committee, to four (4) members.

Special meetings may be called and agreed upon by both the City and the Union. Time spent in such meetings during regular working hours will be paid for by the City at employee's straight hourly base rate.

ARTICLE 30 VISITATION

Officers or accredited representatives of the Union shall, on request by the Union and approval by the Department Director, be admitted to the property of the City during working hours for assisting in the adjustment of grievances. A Union representative shall receive approval from the Department Director before visitations.

The Employer agrees that four (4) Union representatives may, without loss of pay, attend negotiation meetings and grievance meetings.

ARTICLE 31 NON WAIVER

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by these parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 32 TUITION REIMBURSEMENT

The City will compensate individuals who satisfactorily complete off-duty, job-related courses. Reimbursement for 50% of tuition fees and books subject to the course being approved in advance by immediate supervisor and Director of Human Resources and subject to the employee achieving no less than a C average.

ARTICLE 33 NO STRIKES AND NO LOCKOUTS

The Union agrees for itself and its individual members, that during the term of this Agreement none of its officers, or members shall instigate, authorize, call, support, maintain or take part in any strike, walk-out, work stoppage, curtailment or slow down or impeding of work, boycott picketing of City Hall premises, or other action, which may interrupt or interfere with any of the operations of the City for any reason whatsoever.

The City may terminate the employment or otherwise discipline any employee who foments, instigates, incites, calls, supports or participates in any act forbidden in the paragraph above.

The Union agrees that it shall use its best efforts to prevent any act(s) forbidden in the paragraph above on the part of any employee or group of employees, and that in the event that such an act(s) take place by any employee or group of employees, the association further agrees that it shall use its best efforts to cause an immediate cessation thereof.

It is understood and agreed that in the event any act forbidden in the first paragraph of this section was not instigated, authorized, called, supported or maintained by the York Public Employees' Association, or any of its officers, there shall be no liability on the part of the York Public Employees' Association or any of its officers or members, except those officers or members who participated in any act forbidden by this section, and as to such officers or members the City of York shall be limited in its recourse and remedy to such actions as it may have against them individually. Nothing in this paragraph shall restrict any right to which the City is or may be entitled to seek legal or other redress of any individual(s) who have caused damage to or injury to or loss of City property nor does the City of York cede any rights in this regard to which it may be entitled by future legislation.

The Union specifically agrees that if at any time there shall occur any act forbidden in the first paragraph of this section, that there will at no time be, nor be permitted any interference with the

free access and entrance to the City Hall premises of all persons not included in the bargaining unit.

There shall be no lock-outs by the City during the term of this Agreement.

ARTICLE 34 RESIDENCY REQUIREMENTS

All persons who shall become employed by the City, on or after January 01, 1997, shall have their primary domicile within a thirteen (13) map miles radius of York City Hall (101 South George Street, York, PA 17401) provided the s/he has previously resided within the City of York City limits for a period of at least five (5) continuous years from the date of last date of hire.

ARTICLE 35 PERIOD OF AGREEMENT

This Agreement shall become effective January 1, 2019 and shall continue in effect until December 31, 2021.

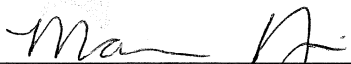
IN WITNESS WHEREOF the parties, by and through their designated officials and representatives, have hereunto set their hands and seals, and intend to be legally bound thereby; on the 21st day of May, 2019, for the Union, and the _____ day of _____, 2019, for the City.

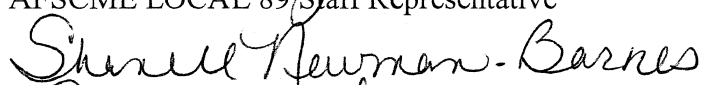
CITY OF YORK, PENNSYLVANIA

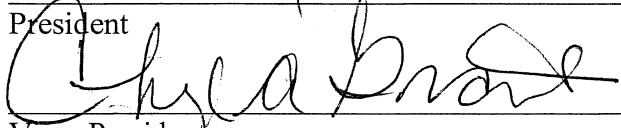
Mayor

Controller

YORK PUBLIC EMPLOYEES' ASSOCIATION



AFSCME LOCAL 89 Staff Representative


President


Vice- President

ATTEST

City Clerk