

AGREEMENT

BETWEEN

THE CITY OF YORK

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL NO. 229**

Effective

January 1, 2019 through December 31, 2021

Table of Contents

| | |
|---|----|
| PREAMBLE | 1 |
| ARTICLE 2 RECOGNITION | 1 |
| ARTICLE 3 MANAGEMENT RIGHTS | 1 |
| ARTICLE 4 UNION SECURITY | 2 |
| ARTICLE 6 SENIORITY..... | 3 |
| ARTICLE 7 BULLETIN BOARDS..... | 4 |
| ARTICLE 9 OVERTIME..... | 4 |
| ARTICLE 10 BREAK PERIODS | 6 |
| ARTICLE 11 DISCIPLINE AND DISCHARGE | 6 |
| ARTICLE 12 GRIEVANCES | 7 |
| ARTICLE 13 ARBITRATION..... | 9 |
| ARTICLE 14 HOLIDAYS | 9 |
| ARTICLE 15 VACATIONS..... | 10 |
| ARTICLE 16 SICK LEAVE | 11 |
| ARTICLE 17 BEREAVEMENT | 12 |
| ARTICLE 18 JURY DUTY LEAVE | 13 |
| ARTICLE 19 MILITARY TRAINING, LEAVE AND SERVICE | 13 |
| ARTICLE 20 LABOR-MANAGEMENT COMMITTEE | 14 |
| ARTICLE 22 LAWS, ORDINANCES AND POLICES..... | 14 |
| ARTICLE 23 NON-DISCRIMINATION | 15 |
| ARTICLE 24 SAFETY..... | 15 |
| ARTICLE 25 WAGES | 16 |
| ARTICLE 27 APPRENTICESHIP..... | 17 |
| ARTICLE 28 PENSION..... | 17 |
| ARTICLE 29 WORKING ATTIRE | 18 |
| ARTICLE 30 TUITION REFUND | 18 |
| ARTICLE 31 COMMERCIAL DRIVER'S LICENSE | 19 |
| ARTICLE 33 RESIDENCY REQUIREMENTS | 26 |
| ARTICLE 34 GENERAL..... | 26 |

PREAMBLE

Agreement between the City of York, Pennsylvania, hereinafter called the "City" and the International Brotherhood of Electrical Workers, Local Union No. 229, hereinafter called the "Union".

ARTICLE 1 PURPOSE

It is the purpose of this Agreement to assure sound and mutually beneficial working relationships between the parties, to provide an orderly and peaceful means of resolving differences which may arise and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours and other conditions of employment.

ARTICLE 2 RECOGNITION

The City recognizes the International Brotherhood of Electrical Workers, Local No. 229, as the bargaining representative of all employees with the following classifications:

1. Electronic Technician I
2. Electronic Technician II
3. Lineman I
4. Lineman II
5. Maintenance Electrician I
6. Maintenance Electrician II
7. WWTP Maintenance Electrician

The bargaining unit shall include, in addition, any other classification created within the Electrical Bureau which is non-supervisory, non-management level and non-clerical.

ARTICLE 3 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 of the City, 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 occupations not within the scope of this Agreement.
- b. Direct employees of the Department.

- 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. Determine duties to be included in any job classification.
- i. Determine the number of personnel to be employed or retained in employment.
- j. Determine the necessity of overtime and the amount of overtime required.
- k. Take necessary action to carry out the mission of the City in cases of emergency.

For the purpose of this Agreement, an "emergency" shall be defined as a sudden or unexpected event which creates a dangerous condition, which includes staffing levels, necessitating immediate action on the part of the City; however, ordinary or customary conditions shall not be deemed to be emergencies. The City shall use its best efforts to expeditiously resolve all emergency situations. The Mayor or designee may declare an emergency as herein defined according to Article 147 *Emergency Management Agency* of the City of York Administrative Code.

ARTICLE 4 UNION SECURITY

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this agreement, shall as a condition of employment, pay or tender to the union amounts equal to the periodic dues applicable to members for the period from such effective date or in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30) day after such entrance, whichever of these dates is later, until the termination of this agreement.

All present employees covered by this Agreement shall become and shall remain members of the Union thirty (30) days after the effective date of this Agreement:

All new employees at the end of 30 working days shall become members of the Union and remain members for life of this Agreement.

The Union agrees that an employee's payment of dues shall constitute his membership insofar as the Agreement is concerned. Any other reason advanced by the Union for terminating the Union membership of any member of this bargaining unit shall not be considered cause for dismissal by the Employer.

ARTICLE 5 CHECK OFF

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 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 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 deductions. The Union agrees to hold the City of York harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken by the City of York in connections with the deduction of dues. The term "dues" as collected from each member of the bargaining unit shall not be deemed to include any fine, assessment, contribution or other form of payment required from Union members.

ARTICLE 6 SENIORITY

Upon completion of four months' continuous service, employees will acquire seniority. Seniority shall govern in the reduction of workforce, lay-offs and recalls.

Seniority shall govern in promotions within the bargaining unit provided the employee is qualified and performs the duties of the position efficiently. Whenever possible, promotion shall be made from within the Electrical Bureau.

Lay-offs and recalls after lay-offs shall be made in accordance with the seniority list. When an employee transfers from one bargaining unit to another bargaining unit, or when an employee transfers from a non-union position in the IBEW, that employees' monthly vacation and sick leave accruals will be determined by the start date of full time employment with the City of York. Vacation and sick leave will continue to accrue in accordance with the Collective Bargaining Agreement for the union that the employee is transferred to.

Longevity, wages, or any other benefit covered by the Collective Bargaining Agreement will be determined by the employees' seniority within the bargaining unit.

For the purpose of overtime, employees entering the IBEW work unit will be charged with the same number of hours as the employee with the highest number of charged overtime hours.

An employee shall not be terminated or lose seniority status because of authorized leave of absence or lay-off unless it continues for a period of more than one year.

An employee shall lose his seniority standing upon voluntary resignation, discharge for just cause or failure to return to work after a lay-off within three days of being notified that work is available.

The agreed to seniority list shall be brought up to date on June 1 and December 1 of each year. A copy of such seniority list shall be sent by mail to the Union. The employer shall notify the Union of all new employments, terminations, lay-offs and recalls as they occur.

If the City determines, with just cause, during the four (4) month probationary period it needs more time to evaluate a new hire employee, the City shall submit a written notice to the Union at least ten (10) working days before the expiration of the new employee's initial four (4) calendar months' probationary period notifying the Union of a 30 day extension of the probationary period.

ARTICLE 7 BULLETIN BOARDS

The City agrees to provide space on selected bulletin boards where Union notices may be posted. Such notices must relate to Union meetings, elections or social affairs.

ARTICLE 8 HOURS OF WORK

Regularly scheduled employees shall work eight (8) hours per day, five (5) days per week. Monday through Friday. Work hours may be scheduled from 6:00 a. m. to 4:00 p. m. with one-half hour for lunch.

Work hours shall be in accordance with the operational needs of the Electrical Bureau; provided, however the City may not arbitrarily change the established work hours. Employees shall be notified of any work hour changes seven (7) calendar days in advance, barring emergency situations when such advance notice is not possible.

ARTICLE 9 OVERTIME

Employees are entitled to be paid Time and one-half shall be paid for all hours worked in excess of eight (8) hours within the normal scheduled workday in a twenty-four (24)-hour period, or in excess of forty (40) hours in any week.

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

All hours worked on Sundays and City designated holidays will be paid at the double time rate,

regardless of the total amount of hours worked during the week.

If time is lost during the regular workweek, due to illness or non-work related injury then overtime pay shall not prevail until forty (40) hours have been worked, or until the employee presents a doctors' certificate for the time sick leave was used.

Employees that utilize sick leave during the week they work overtime, will be limited to three (3) occurrences (commencing with the first occurrence) in a calendar year. After the third occurrence the employee will not be compensated at the overtime rate. The doctor's certificate must be presented within three working days following the day the employees returns to work following the use of the sick leave day.

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

The opportunity to work overtime shall be offered to the employee in the proper job classification who has indicated a willingness to work overtime and who has the least number of hours credit. If this employee does not accept the assignment, the employee in this classification with the next fewest number of overtime hours to his credit shall be offered the assignment. If at any step in this process, there are two or more employees with an equal number of overtime hours, the employee with greater seniority will be offered the assignment before an employee with less seniority. Should this procedure not result in obtaining the required number of employees to work overtime, all employees in the proper classification shall be recalled in ascending order of overtime worked and they shall be required to work overtime unless a personal emergency situation prevents them from responding. If at any step in this process, there are two or more employees with an equal number of overtime hours, the employee with the less seniority will be required to work the assignment before an employee with greater seniority.

For the purpose of maintaining consistency in the calculation of employee overtime hours worked and to conclude in a timely manner to whom the next overtime opportunity shall be offered within the bargaining unit, the following guidelines shall be adhered to:

1. Actual and total year to date overtime hours worked shall be calculated weekly for each employee within this bargaining unit. These must be kept current and be reported along with the totals used to determine eligibility for upcoming overtime.
2. An overtime list shall be maintained and kept current that will be used to determine eligibility for overtime scheduling. This list will keep a current tabulation of each

employee in the bargaining unit regarding overtime worked and refused and shall also note if the employee was on vacation, sick, personal holiday, workers compensation, bereavement leave, or any other leave or extenuating circumstances when the overtime was offered and/or worked.

3. If an employee is on any compensable leave when the overtime is offered and does not work said overtime then the employee shall be charged the hours as though they worked them. Employees, who are recalled to work after having left the job site, shall be compensated at a minimum of four hours straight time, or the appropriate overtime rate for time worked, whichever becomes the greatest amount. Employees shall also be compensated for travel on callouts, at the regular rate of pay for one hour. There will be a two man crew of IBEW members for each callout, when deemed necessary for safety of the employees.
4. If an employee is recalled to work, after having left the job site (a callout) and said employees time spent on the callout is compensated at the overtime rate, all hours worked will not be charged to the overtime tabulation list. In case of a City emergency requiring overtime, all employees shall respond as called.
- 5.

ARTICLE 10 BREAK PERIODS

Employees will be given a break period in the morning and a break period in the afternoon, consisting of a ten (10) minute break and a fifteen (15) minute break. In lieu of two break periods per day, employees may take one twenty-five minute break period during the workday.

ARTICLE 11 DISCIPLINE AND DISCHARGE

Disciplinary action is defined as an oral reprimand, written reprimand, suspension days without pay, and/or termination.

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

In the event that the City shall determine that it desires to counsel, reprimand or otherwise discipline an employee, on account of any reason, such employee and his Union representative shall be given reasonable advance notice that the City intends to initiate such action, including the nature of the action, and the date, time and location of same. In all such instances, the employee

shall be accompanied by his Union representative unless the employee shall waive the attendance of such Union representative in writing. However, if the City wishes to counsel an employee with regard to any work matter, the City may do so without the presence of a Union representative; provided however, that no such counseling event may form the basis of any present or future disciplinary matter, nor shall it be recorded as any type of disciplinary step. If the City representative shall fail to specifically inform the employee that any such counseling could result in any kind of present or future disciplinary action, such counseling cannot form the basis of any present or future disciplinary action. Furthermore, if any employee wishes to challenge a suspension or discharge the employee through the Union shall within three (3) working days of receipt or notice of the suspension or discharge, file the grievance at step 3 of the grievance procedure.

Notice of discharge or suspension shall be presented to the employee and his Union representative by the supervisor, if the action is taken during normal working hours and the employee is present. In the event the employee is absent, the notice will be sent by certified mail to the employee and the Union.

In any disciplinary case, the Union shall have the right to obtain from the City, information from the employees' personnel file, which is, related to the City's disciplinary action against the employee. The Union representative requesting such information shall present the City with a Release of Information form signed by the employee whom is the subject of such discipline.

In the event that an employee receives disciplinary action, all of his employment records will be purged of any reference to such disciplinary action, provided he has a period free of further disciplinary action according to the following schedule:

Discipline Free Period

| | | |
|-----------------|-------------------------|-------------------------|
| First Offense: | Oral Reprimand | Six (6) months |
| Second Offense: | Written Reprimand | Twelve (12) Months |
| Third Offense: | With Suspension w/o Pay | Twenty Four (24) Months |
| Fourth Offense: | Termination | |

ARTICLE 12 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 dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days of the date that it occurred or within ten (10) working days of the date the employee could reasonably be expected to have knowledge of the occurrence. Grievances shall be processed in accordance with the following steps, time limits, and conditions herein set forth.

If any employee believes they have a justifiable grievance under the terms and conditions of the 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 within the next ten (10) working days proceed with the formal grievance procedure as follows:

GRIEVANCE STEPS:

Step 1: A grievance shall be submitted in writing to the Immediate Supervisor, only (delivery to any other City employee shall be considered a defective submission) who shall promptly meet and discuss the grievance with the employee and his representative and reply in writing, within five (5) working days.

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

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

Should the City or the Union, at any step in the grievance procedure, require additional time to reply within the stipulated time period, the party requiring the additional time shall notify the other party, in writing, and such time limit shall be specified and extended upon mutual agreement.

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 the Agreement and the representative has been given reasonable opportunity to be present.

The settlement of any grievance involving a monetary award shall not be made retroactive for more than twenty (20) days prior to the date the grievance was submitted in writing.

Grievances not responded to by the grievant within the prescribed time limits shall be considered dropped and shall not be further appealed or filed.

Grievances not responded to by the City within the prescribed time limits shall be considered decided in favor of the grievant.

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

ARTICLE 13 ARBITRATION

If the dispute or grievance is not settled in the foregoing steps of the grievance procedure, and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either the City or the Union may, upon written demand given to the other party, within ten (10) working days, submit said dispute or grievance to arbitration. Either party may request the American Arbitration Association to provide a list pursuant to its rules. The parties shall then select the Arbitrator by alternately striking one name from the list until one name remains. The Union shall strike the first name. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this agreement, nor shall the Arbitrator rule on any dispute involving the basic wage structure. The Arbitrator shall be requested to render his decision within thirty (30) days after the closing of the proceedings. The award shall be signed by the Arbitrator and two (2) copies of the award shall be mailed to each of the parties. Each party shall bear the costs of preparing and presenting its own case in the arbitration. The Arbitrator's fees and expenses shall be equally borne by the City and the Union, share and share alike; except, that if the arbitrator shall determine the Union's grievance was frivolous, he may assess his fees and expenses against the Union; likewise, if the arbitrator shall determine that the City did not make a good faith effort to resolve the grievance prior to the arbitration, he shall assess his fees and expenses against the City. The costs of any additional services required by either party shall be borne by the party requesting these additional services. In the case of a grievance involving any continuing or other money claim against the City, no award shall be made by the Arbitrator which allows any alleged accruals for more than twenty (20) days prior to the date when such grievance shall have first been presented in writing

ARTICLE 14 HOLIDAYS

Employees having seniority as of the date of the Holiday, who worked the last scheduled working day prior to, and the first scheduled working day after any of the following Holidays, shall receive eight (8) hours pay at their current base rate, exclusive of night shift and overtime premium. A medical certificate (Dr's note) shall be required for any sickness absence the day before or the day after a holiday if the employee is to be compensated for the holiday.

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

Employees who work on any of the above Holidays shall, in addition to the Holiday pay, be paid at the rate of two (2) times for each hour worked. The Mayor or his designee shall establish the Holiday schedule annually.

Should a Holiday fall during an employee's vacation period, he shall receive an extra vacation day.

Should an employee, on paid holiday leave, have a death in the immediate family, said employee's holiday will be canceled and payment under Article 11 shall apply. Holiday time shall be re-set and used within five (5) days of the holiday.

ARTICLE 15 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.)

| <u>After Years of Service</u> | <u>Hours Earned Monthly</u> | <u>Hours Earned Yearly</u> |
|-------------------------------|---------------------------------|----------------------------|
| 0 - 2 years | 9.33 | 112 |
| 2 - 5 years | 10.67 | 128 |
| 5 - 10 years | 13.33 | 160 |
| 10 - 20 years | 16.67 | 200 |
| 20+ years | 18.67 | 224 |

- A. Vacation leave shall not be granted to a new employee during his first four (4) months of employment
- B. Vacation leave shall not be granted in advance of its being earned.
- C. Employees may carry over a maximum of two years earned but unused vacation leave from one calendar year to the next. Employees hired on or after January 1, 1997, may carry over a maximum of one (1) year earned but unused vacation leave from one calendar year to the next.
- D. Vacation leave must be requested and approved in advance of its being taken.

- E. Vacation leave shall be scheduled to provide for the orderly conduct of City operations.
- F. Employees shall not be permitted to waive vacation leave for the purpose of receiving double pay.
- G. 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 operation of the department.
- H. Employees who are terminated, laid-off or retired; or who are called to active military service shall receive vacation pay at the time of separation.
- I. Employees, who leave the active payroll of the City, after completing six (6) months continuous service, shall be paid for all vacation earnings up to the time of separation on a pro-rata basis.
- J. Should an employee on vacation have a death in the immediate family, said employee's vacation will be canceled and payment under Article 17 shall apply. Vacation will be re-set.
- K. Should an employee die during active employment with the City, vacation benefits earned and unused shall be paid to the employee's family.
- L. An employee shall be permitted to utilize vacation time in minimum units of fifteen (15) minutes.

ARTICLE 16 SICK LEAVE

Employees hired on or before December 31, 1987, shall accrue sick leave at the rate of twenty (20) hours per month. Employees hired on or after January 1, 1988, shall accrue sick leave at the rate of sixteen (16) hours per month. Employees hired on or after January 1, 1997, shall accrue sick leave at the rate of twelve (12) hours per month.

1. Employees shall have the right to accumulate unused sick leave to a maximum of sixteen hundred (1,600) hours.
2. 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, except that an employee shall not accrue sick leave while he is utilizing sick leave.
3. An employee is not entitled to sick leave until he has been with the City for six (6) months.

4. A doctor's certificate is required for an absence from work, due to sickness or injury, for three (3) or more consecutive working days. For absences of less than three (3) days, a doctor's 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 an illness.
5. Routine medical, dental or vision appointments by employees, as opposed to emergency physical care, do not qualify for use of sick leave.
6. Employees shall make every effort to schedule out-patient appointments outside of working hours.
7. Sick leave may be used when the employee is ill or injured or for an emergency or sickness in the immediate family, which requires that, the employee is present. When such leave is taken for illness in the immediate family, a statement from the attending physician shall be required to receive pay; which physician's statement shall contain the reason why the employee's attendance was required. Transportation of a family member to and from routine medical appointments shall not qualify for sick leave.
8. In the event that an employee hired prior to September 1, 2008 sustains a work related injury while in the employ of the City of York, he shall receive his regular net pay, (rather than gross pay), during the period of temporary total disability, less any Worker's Compensation payment.
9. An employee hired after September 1, 2008, who sustains a work related injury while in the employ of the City of York, shall receive Worker's Compensation benefits, during the period of temporary total disability, in accordance with the Pennsylvania Worker's Compensation statute.
10. Employees shall receive twenty-five percent (25%) of unused, accumulated sick leave upon full retirement after twenty (20) years of accredited service or upon retirement under Social Security age requirements, up to a maximum of two hundred (200) days. In the event of an employee's death, his estate shall receive twenty-five percent (25%) of his unused, accumulated sick leave, up to the aforesaid maximum.

ARTICLE 17 BEREAVEMENT

Employees shall be granted bereavement leave for death in the employee's immediate family consisting of: mother, father, sister, brother, husband, wife, child, legal guardian, mother in-law or father-in-law, stepparent and stepchild not to exceed three (3) days. Employees will be granted

one (1) day of leave with pay, upon request and upon substantiation of relationship, for death of a brother-in-law, sister-in-law, and grandparent. Leave for other type bereavement shall be taken as vacation leave. If vacation leave is not earned, then unused sick leave may be used if accumulated. Bereavement leave must be taken within five (5) working days of the day of death.

ARTICLE 18 JURY DUTY LEAVE

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

The preceding language does not apply to employees who are plaintiffs that file civil lawsuits against other parties.

When an employee is called for jury duty or properly subpoenaed as a witness, the employee must notify his supervisor who shall notify the Director of Human Resources accompanied by a copy of the notice or subpoena.

The Office of Human Resources will advise the employee of his responsibilities in order to be compensated as per Article 18 of the current Agreement.

In the event the proceedings are canceled or extended, the employee must contact his supervisor.

Should the proceedings be canceled or postponed, the employee is to return to work, however, should unusual circumstances exist, the employee may return at a time mutually agreed to between the employee and supervisor. Employee must submit proof of payment for jury duty or witness fee.

ARTICLE 19 MILITARY TRAINING, LEAVE AND SERVICE

"Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserved Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, the regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard.

Any employee of the City who is a member of the National Guard or any Reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or annual leave during which he is engaged in their performance of official duty or training while

under competent orders. While on such leave he shall be paid his regular salary less his military pay not to exceed a total of ten (10) working days in any one calendar year.

To receive payment salary, an employee must prior to his leave file with the Office of Human Resources and the employee's Department Director of the City a copy of official orders and upon return a certification from his Commanding Officer of performance of duty in accordance with terms of the orders.

It shall be the policy of the City to guarantee seniority to its permanent employees, who during a national emergency volunteer or are called to active military service a position upon their return to civilian life equal to the one they left, providing the employee makes application within ninety (90) days after being released under honorable conditions for such military service.

These same policies shall be applicable to permanent employees who at any given time are subject to the provisions of the Selective Services Act.

ARTICLE 20 LABOR-MANAGEMENT COMMITTEE

The City and the Union agree to establish a committee consisting of two representatives from each side for the purpose of meeting and discussing employee/employer differences. Each party may also designate an alternate member who shall attend the Labor-Management Meeting in the absence of one of the two regular members.

This committee shall be convened, at the request of either party, for the purpose of discussing labor problems. It is agreed that the party requesting the meeting shall submit an agenda to the other party, which lists the issue or issues to be discussed. This agenda shall be submitted at least two weeks prior to the meeting.

ARTICLE 21 UNEMPLOYMENT COMPENSATION

The City shall contribute funds to the State Unemployment Compensation Fund so that all employees covered by this Agreement shall be covered and shall receive Unemployment Compensation benefits to which they are entitled.

ARTICLE 22 LAWS, ORDINANCES AND POLICES

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 23 NON-DISCRIMINATION

The City and the Union agree that neither race, color, religion, sex, age, national origin, sexual orientation, nor handicap or other disability or other protected classes, as defined by federal, state or local law, shall be used for discrimination in any of the employment practices.

ARTICLE 24 SAFETY

The City and the employees shall cooperate in safety. Should an employee believe that his work requires him to be in unsafe and unhealthy situations, the employee shall immediately report the matter to at least one of the following: immediate supervisor, Public Works Director, Deputy Business Administrator for Human Resources and/or the Business Administrator. Upon such notification, the City will take the necessary steps to mitigate any reports that it confirms are unsafe and/or unhealthy working conditions. The City will notify the Union of the employee's report of an unsafe and/or unhealthy situation. . If the matter is not adjusted satisfactorily, any grievance will be processed according to the Grievance Procedure.

The City shall provide such special wearing apparel as is required by the nature of the employees' work and such wearing apparel as is necessary when they are required to work in rainy weather.

The City shall provide each employee with an initial issue of the above described items and it shall be the duty of each employee to use normal diligence in their use and shall only have issued to him replacements of special wearing apparel and rainy weather apparel upon return of worn out equipment. Willful damage or loss shall obligate the employee to replace protective equipment at his expense.

Should employees' life be endangered as a result of public disorder, appropriate Police protection will be furnished upon request.

ARTICLE 25 WAGES

Hourly rates for the classifications below shall be as follows:

| Position | 2019 (2.50%) | 2020 (2.50%) | 2021 (2.50%) |
|------------------------------|---------------------|---------------------|---------------------|
| Electronic Technician I | \$27.11 | \$27.79 | \$28.48 |
| Electronic Technician II | \$27.64 | \$28.33 | \$29.04 |
| Lineman I | \$26.38 | \$27.04 | \$27.72 |
| Lineman II | \$26.64 | \$27.31 | \$27.99 |
| Maintenance Electrician I | \$26.38 | \$27.04 | \$27.72 |
| Maintenance Electrician II | \$26.64 | \$27.31 | \$27.99 |
| WWTP Maintenance Electrician | \$27.64 | \$28.33 | \$29.04 |

Employees shall progress to the Level 2 Classification within their respective classification after 5 years of service at Level 1. This is intended to be a one-time job classification step within the employee’s original job classification only. This language shall not be interpreted as any automatic right to move from one classification to another (regardless of the step). Within the sole discretion of the City, employees may progress to Level 2 within their original classification in less than 5 years by successfully completing additional job training as approved and implemented by the City.

Any employee who is required to perform the work of a higher classification for more than one-half (1/2) day shall be paid at the rate of the higher classification while performing this work.

Whenever a vacancy occurs in any job classification, said vacancies shall be filled by seniority bidding. When any vacancies occur, the City shall post, on the bulletin board, a list of said vacancies. Any employee requesting to fill the listed vacancy shall submit a bid within five (5) calendar days after posting. This bid shall include the member's name, seniority, present classification and classification being requested. It is agreed by both parties that all vacancies shall be filled by the above procedure and all members who bid into another classification will have a thirty (30)-calendar day qualification period. If after the thirty (30) day period the employee is in the same classification, it shall be considered as filled. If within the thirty (30) days the member is found not to be qualified, he shall revert to his previous assignment.

ARTICLE 26 LONGEVITY

Effective January 1, 2001, employees shall receive longevity increments after completion of the appropriate number of years of continuous service with the City in this bargaining unit.

| | |
|------------------------|-----|
| 6 - 10 years inclusive | 2% |
| 11-15 years inclusive | 4% |
| 16-20 years inclusive | 6% |
| 21-25 years inclusive | 8% |
| 26 – 29 years | 10% |
| 30+ years: | 12% |

ARTICLE 27 APPRENTICESHIP

All new employees will be hired under this Apprenticeship Program and shall remain in a probationary status for the first year of the program. Apprenticeship will be required to attend a qualified course related to the trade as offered by night schools or trade schools. Correspondence courses will be accepted if related to the trade. Before advancement, completion of an approved course shall be furnished to the Director of Public Works. Upon successful completion of a departmental sanctioned course, the City agrees to reimburse apprentices for tuition cost, provided a grade of "C" or better is attained.

The ratio of apprentices to mechanics shall not exceed two to seven. No new apprentices shall be hired while any employee is on lay-off status, unless employee has been offered reemployment of original status.

Base of apprenticeship shall be as follows according to the classification for which he is training (at Grade I)

| | |
|---------------------|---------------------|
| 1st 6 months - 80 % | 2nd 6 months - 85 % |
| 3rd 6 months - 90 % | 4th 6 months - 95 % |

An apprentice who has successfully completed the prescribed program shall be immediately classified in Grade I.

ARTICLE 28 PENSION

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

The City will notify the Union of any changes to benefits. This Agreement is subject to the ratification of the Union membership and the approval of City Council of York, Pennsylvania and the International Brotherhood of Electrical Workers.

ARTICLE 29 WORKING ATTIRE

An annual shoe allowance will be paid to employees having seniority in January of each year of this Agreement as indicated below. Employees shall use protective footwear when working, which shall comply with 29 C. F. R. 1910.136(b)(1).

- 2013 - \$200.00
- 2014 - \$225.00
- 2015 - \$250.00

Probationary employees will receive a pro-rated allowance after completion of their probationary period. It will be pro-rated from their date of hire until the end of the year.

All Union members will be furnished with and must wear uniforms.. The City and the Union will select uniforms. Uniforms will be American made. Uniforms will have both IBEW and City emblems. The City shall pay for uniforms and related items. Employees may select their personal working attire from the following list; one item may be substituted for another. Gloves as required for the performance of the work. Raingear consisting of hat, coat and overall type trousers. Eleven (11) pocket T-shirts. Eight (8) long sleeve work shirts. Eight (8) short sleeve work shirts. Five (5) pair work pants. One (1) spring jacket and cap. One (1) winter jacket and cap. The style and type of pants worn shall be decided by the City.

The City shall select and provide all cotton uniforms.

Employees shall arrange for the cleaning of said uniforms. Uniforms will be replaced as needed, at the cost of the City.

Upon the City replacing any aforementioned article of clothing, the employee will return the article(s) of clothing being replaced to the City.

ARTICLE 30 TUITION REFUND

The City will reimburse 50% of the cost to the employee for any job related course or classes which they take and receive a grade of "C" or above or passing grade in a pass/fail course. All course must be pre-approved by Electrical Bureau Supervisor, Department Director and Director of Human Resources.

ARTICLE 31 COMMERCIAL DRIVER'S LICENSE

The City will pay the difference between the cost of an employee driver's license and the cost of a CDL, provided said employee's position classification requires a CDL.

ARTICLE 32 HEALTH AND LIFE INSURANCE

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

Medical & Health Plans:

ENHANCED PLATINUM PPO

Coverage Co-Payments:

| Coverage Type | In Network | Out of Network |
|-------------------------------|-----------------------|-----------------------|
| Deductible | \$100.00/\$200.00 | \$200.00 |
| Out of Pocket | \$1,000.00/\$2,000.00 | \$2,000.00/\$4,000.00 |
| Maximum | Unlimited | \$2,000,000.00 |
| Basic Co-Insurance | 90% | 70% |
| Primary Care Physician Co-Pay | \$10.00 | 70% |
| Specialist Co-Pay | \$20.00 | 70% |
| Urgent Care | \$50.00 | \$50.00 |
| Emergency Room Visit | \$75.00 | 70% |
| In-Patient Co-Pay | -0- | \$250.00 |
| | | |

Prevention

| | In Network | Out of Network |
|---------------------|------------|----------------|
| Mammogram | Yes | No |
| Routine Examination | Yes | No |
| Pelvic Examination | Yes | No |

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

Enhanced Platinum PPO
Employee Monthly Contributions

| Coverage Tier | 2019 | 2020 | 2021 |
|------------------------|-------------|-------------|-------------|
| Employee Only | \$91.17 | \$97.74 | \$109.00 |
| Employee plus Spouse | \$191.43 | \$216.15 | \$237.50 |
| Employee plus Children | \$178.67 | \$201.72 | \$221.90 |
| Employee plus Family | \$246.74 | \$278.59 | \$306.09 |

Retiree Health Care Benefits: With the exception of any employees hired on or after September 1, 2008, any employee who retires after January 1, 1991, and who has not yet reached his sixty-fifth (65) birthday, or an employee who is permanently disabled as a result of a work related injury and is no longer eligible to receive Worker’s Compensation benefits, may elect to continue to receive full health care benefits (e.g., medical, surgical, hospitalization, major medical, dental, vision, and prescription), according to the schedule herein, for himself and his spouse, except where differences in coverage or deductible amounts are noted therein. The term “retiree” as used herein shall be deemed to apply to any employee who has attained the combined age and service requirements for retirement. Any such retired employee who elects such health care benefits coverage shall pay the City:

| | |
|-----------------------------|-----------------|
| Retiree Coverage Only | \$750.00/year |
| Retiree and Spouse Coverage | \$1,500.00/year |

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

2008

| | |
|---------------------------|-----------------|
| Retiree Coverage Only | \$900.00/year |
| Retiree & Spouse Coverage | \$1,600.00/year |

2009

| | |
|---------------------------|-----------------|
| Retiree Coverage Only | \$1,000.00/year |
| Retiree & Spouse Coverage | \$1,800.00/year |

2010

| | |
|---------------------------|-----------------|
| Retiree Coverage Only | \$1,100.00/year |
| Retiree & Spouse Coverage | \$2,000.00/year |

2011

| | |
|---------------------------|-----------------|
| Retiree Coverage Only | \$1,200.00/year |
| Retiree & Spouse Coverage | \$2,200.00/year |

2012

| | |
|---------------------------|-----------------|
| Retiree Coverage Only | \$1,300.00/year |
| Retiree & Spouse Coverage | \$2,400.00/year |

2016

| | |
|-----------------------|-----------------|
| Retiree Coverage Only | \$1,400.00/year |
| Retiree & Spouse | \$2,600.00/year |

2017

| | |
|-----------------------|-----------------|
| Retiree Coverage Only | \$1,500.00/year |
| Retiree & Spouse | \$2,800.00/year |

2018

| | |
|-----------------------|-----------------|
| Retiree Coverage Only | \$1,600.00/year |
| Retiree & Spouse | \$3,000.00/year |

2019 (Frozen at 2018 rates)

| | |
|-----------------------|-----------------|
| Retiree Coverage Only | \$1,600.00/year |
| Retiree & Spouse | \$3,000.00/year |

2020

| | |
|-----------------------|-----------------|
| Retiree Coverage Only | \$1,700.00/year |
| Retiree & Spouse | \$3,200.00/year |

2021

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

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

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

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

Employees hired on or after September 1, 2008: All employees hired on or after September 1, 2008, are not eligible to receive retiree health care benefits. Employees hired on or after September 1, 2008, may purchase retirement health care coverage solely at their own cost, up and until their sixty-fifth (65th) birthday, at the COBRA rate in effect, as amended from year to year. Employees hired on or after September 1, 2008, who elect to purchase health care coverage at the COBRA rate, shall be enrolled in the same health care plan as the active employees. Any changes to the active employees' health care plan shall also be applicable to retirees choosing to purchase coverage (at their cost) at the full COBRA rate upon reaching the age of 65. Retirees purchasing coverage at the full COBRA rate that elect to continue their health coverage through the City will only be eligible for the major medical portion of the health insurance (this specifically excludes prescriptions, dental, and vision coverage). For retirees over age 65, any City health coverage shall become secondary to Medicare with a \$5,000 lifetime cap per retiree.

The scheduled of benefits shown here is merely a summary and all benefits are further defined, including certain exclusions and limitations, in the plan document or insurance contract in force on the date of claim.

All basic and supplemental medical expense coverage will be provided through the Preferred Provider Organization. All plan participants must utilize the services of the Preferred Provider Organization to receive the medical benefits listed below and more fully defined in the Plan

Document. Services received from an out-of-network provider will be covered at the Preferred Provider Organization negotiated rate as more fully set forth in the Plan Document. Charges in excess of the negotiated rate will be the responsibility of the employee.

All claims must be submitted to the City's Third Party Administrator within twelve (12) months from the date of service.

VISION:

**VISION BENEFITS OF AMERICA
VBA #2229 EFFECTIVE 1/1/2008
MANAGED VISION CARE PROGRAM
Zero Co-payment Program
Enhanced Vision Plan**

Frequency of Service:

Student Age: 23

| Service Type | Employee | Spouse | Children² |
|---------------------|-----------------|---------------|-----------------------------|
| Vision Examination | 24 months | 24 months | 12 months |
| Lenses | 24 months | 24 months | 12 months |
| Frames | 24 months | 24 months | 24 months |

Benefits:

Employee May Select Either:

VBA Participating Doctor (OR) Non-Participating Doctor
(14,000) Nationwide)

| | | |
|------------------------------|------|----------|
| <u>Vision Examination</u> | 100% | \$40.00 |
| Clear Standard Lenses (Pair) | | |
| Single Vision | 100% | \$40.00 |
| Bifocal | 100% | \$50.00 |
| Blended “no line” Bifocals | 100% | \$50.00 |
| Trifocal | 100% | \$75.00 |
| Progressives | 100% | \$75.00 |
| Lenticular | 100% | \$100.00 |
| 2 Yr. Scratch Protection | 100% | N/A |
| Solid or Gradient Tents | 100% | N/A |
| UV Protection Coatings | 100% | N/A |
| Polycarbonate Lenses | | |
| Material*** | 100% | N/A |

² Child for the purposes of the level of benefit shall be defined as under the age of 19.

Frame 100% \$50.00

-OR-

Contacts (includes vision allowances)

Selected in lieu of Glasses \$190.00 \$190.00
 Medically Required UCR** \$320.00

Low Vision Aids (Per 24 Months)

NO Lifetime Maximum UCR**
 \$650.00

Laser Vision Correction: Discount off of prevailing fees at **TLC Laser Eye Center**

Hearing Aid Discount: Available through **VBA's TruHearing Program**

* Within the program's \$50.00 wholesale allowances (approximately \$100.00 to \$135.00)

** Usual, Customary and Reasonable as determined by VBA

*** Available In-Network at no charge for children under age 19

| Coverage Tier | 2019-2021 |
|------------------------|-----------|
| Employee Only | \$1.45 |
| Employee plus Spouse | \$3.33 |
| Employee plus Children | \$3.33 |
| Employee plus Family | \$3.33 |

Vision Basic Plan shall offer the same vision benefits as the Enhanced Vision Benefit Plan. Employee will be responsible for twenty-five per cent (25%) of the 2019, 2020 and 2021 vision plan premium.

Life Insurance:

Life Insurance*..... \$40,000.00
 Accidental Death and Dismemberment.....\$40,000.00

*Life Insurance benefits are only available to active employees

DENTAL: Enhanced Plan

Maximum for Preventative, General & Prosthetics..... \$3,000.00/yr.

Orthodontics:

Dependents

Co-Insurance 50%
 Lifetime maximum per dependent\$5,000.00

| Coverage Tier | 2019-2021 |
|------------------------|-----------|
| Employee Only | \$10.22 |
| Employee plus Spouse | \$21.48 |
| Employee plus Children | \$20.39 |
| Employee plus Family | \$31.58 |

DENTAL: Basic Plan

Maximum for Preventative, General & Prosthetics \$1,000.00/yr.
 Orthodontics Maximum per Person \$1,000.00/yr

Orthodontics:

Dependents

Co-Insurance 50%

Lifetime maximum per dependent\$5,000.00

| Coverage Tier | 2019-2021 |
|------------------------|-----------|
| Employee Only | \$0.00 |
| Employee plus Spouse | \$6.00 |
| Employee plus Children | \$5.71 |
| Employee plus Family | \$31.58 |

Miscellaneous Provisions:

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

Additional information on health benefits can be obtained from the Health Benefits Summary or the City of York Office of Human Resources.

All benefit coverages are subject to the rules and regulation set forth in the insurance plan documents on file in the City Human Resources Office.

ARTICLE 33 RESIDENCY REQUIREMENTS

Effective January 1, 2001, any employee hired after that date shall have their primary domicile within a five (5) map miles' radius of York City Hall (101 South George Street, York, PA. 17401), provided that s/he has previously resided within the City of York City limits for a period of at least five (5) continuous years from date of last date of hire.

ARTICLE 34 GENERAL

During the life of this Agreement, there shall be no strikes, walk-outs, or stoppages of work, sit-downs, boycotts, refusals to respond to emergency calls or any direct or indirect interference with the City's operations. The City agrees that there shall be no lockout during the life of this Agreement.

TERM OF AGREEMENT

This Agreement shall take effect on January 1, 2019, and shall remain in full force and effect until December 31, 2021, and from year to year thereafter, unless either party notifies the other in writing of their desire to terminate or change the Agreement.

In order to comply with Act 195 of 1970, such notification shall be six (6) months prior to December 31 in any calendar year.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF THE PARTIES hereto have hereunto set their hand and seals the day and year first above written.

CITY OF YORK

MAYOR

CITY CONTROLLER

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 229

Stephen D. Selby

BUSINESS MANAGER

Paul R. Bierman

STEWARD

N/A

ASSISTANT STEWARD

ATTEST:

CITY CLERK