

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ALTOONA
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 83
(MEET AND DISCUSS UNIT)

January 1, 2025 – December 31, 2027

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PREAMBLE

It is understood that this Memorandum and the provisions contained herein do not and shall not constitute a collective bargaining agreement or contract binding upon the parties. This Memorandum represents a memorialization of the views arrived at by the Union and the City after discussion as to what would be sound policy for the City to adopt with respect to issues affecting the first-level supervisory employees in the Meet and Discuss Unit represented by the Union. This Memorandum of Understanding is the result of good-faith discussions held in accordance with the obligations imposed on the parties by Section 704 of Act 195. It is the City's intention, as evidenced by the provisions of this Memorandum of Understanding, to make good-faith efforts at all times to resolve matters affecting its first-level supervisors in a manner that is agreeable to such employees.

ARTICLE I

RECOGNITION

Section 1: The City of Altoona, a Municipal Corporation situated in the County of Blair and Commonwealth of Pennsylvania, maintaining its principal office at City Hall, Altoona, Pennsylvania, 16601, hereinafter referred to as the "City," pursuant to Section 606 of the Public Employees Relations Act, Number 195, hereby recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, maintaining its principal office at 161 Patchway Road, Duncansville, Pennsylvania, 16635, hereinafter referred to as "Union," as the exclusive representative of the employees in the Meet and Discuss Unit.

Section 2: The term "employee," when used in this Agreement, refers only to those persons encompassed within the classification of the bargaining unit at PERA-R-7397-C. Excluded from the Union's bargaining unit are all confidential employees, management level employees and guards as defined in Act 195

Section 3: No strikes or lockouts. For the duration of this Agreement or any extension thereof, the Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike (as that term is defined in Act 195). Failure or refusal on the part of any employee to comply with any provision in this section shall be cause for discharge.

—In consideration of this no-strike pledge by the Union and employees, the City shall not lock out employees for the duration of this Agreement or any extension thereof.

Section 4: Equal Employment Opportunity. Both the City and the Union agree not to discriminate against any employee on the basis of race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 years and older), non-job-related handicap or disability, genetic information, political or Union affiliation, or any other characteristic protected by applicable federal, state or local laws, or the proper exercise by any employee of his/her rights guaranteed by Act 195.

ARTICLE II

MANAGEMENT RIGHTS

Except as expressly limited by the Third-Class City Code, and other relevant statutes, codes or regulations, the City of Altoona reserves unto itself all management rights which it is accorded under Section 704 of the Pennsylvania Public Employee Relations Act, Act 195. More specifically, except as limited by law, all matters involving the wages, hours and working conditions of first level supervisors shall be subject to final decisions or determinations of the City of Altoona, subject to the obligation of the City to meet at reasonable times and discuss recommendations submitted by the Union as representative of the first level supervisors.

ARTICLE III

UNION SECURITY & DUES CHECKOFF

Section 1: The employer agrees to provide the Union with the name and contact information of any newly hired employee within thirty (30) days of hire. The employer agrees to deduct an amount equal to the Union dues and assessments, if any, from the pay of those employees who individually request in writing that such deductions be made. Such requests shall be made on a Union payroll deduction authorization card, which the employer will implement in a timely manner upon receipt. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of employees shall be remitted together with an itemized statement to the Union within seven (7) days of the employee's biweekly pay date.

Section 2: The employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. When it is determined by the Union that an employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

Section 3: The Union shall indemnify and hold the City harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action arising out of or resulting from the implementation of this Article.

ARTICLE IV

UNION PRIVILEGES

Section 1: No Union member or representative shall solicit members, engage in organizational work or participate in other Union activities during working hours on the Employer's premises. Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the City's Human Resources Director or designated representative. Any additional costs involved in such use must be paid for by the Union. Local Union Officers and Stewards shall be permitted to investigate and discuss grievances during working hours on the City's premises if authorization is given by the Human Resources Director or designated representative. The Union Officers or Stewards may request from their immediate supervisor, reasonable time off from regular duties to process such grievances. The City will provide a reasonable number of employees with time off without loss of pay, if required as part of an investigation.

Section 2: The Union may post notices, pamphlets and memoranda on bulletin boards in areas mutually agreed upon, provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene or defamatory of the City or its representatives or to any individual, or which constitutes election campaigning material.

Section 3: Upon request of either party, a labor management meeting shall be held to discuss problems pertaining to labor and management relations under this Meet and Discuss Memorandum of Understanding. Said meeting shall be comprised of up to three (3) representatives of the Union, and three (3) representatives of the City, unless additional representatives are required to properly discuss the issues raised at the meeting. If said meetings are scheduled during working hours by the City, the members attending on the Union's behalf shall not suffer loss of pay.

ARTICLE V

HOURS OF WORK & OVERTIME

Section 1: The City shall retain the sole and exclusive right to determine the work schedule.

Section 2: The City shall be the sole judge of the necessity for overtime.

Section 3: The work day shall consist of any twenty-four (24) hours in a work schedule.

Section 4:

- A. The work shift shall consist of eight (8) work hours within a work day interrupted by a paid fifteen (15) minute rest period. The regular work week shall consist of five (5) consecutive days, Monday through Friday. The regular hours of work for any shift shall be consecutive except that they shall be interrupted by a paid meal period. The paid meal break and previously mentioned fifteen (15) minute rest period shall not exceed one (1) hour.
- B. Where changes in schedules are to be made by the Employer, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

Section 5: Work schedules showing the normal work days and hours shall be posted on appropriate bulletin boards. Except for emergencies, changes in work schedules will be posted one (1) week in advance of its implementation.

Section 6: All employees shall receive time and one-half their regular hourly rate of pay for all hours worked in excess of forty (40) hours in the defined work week.

- A. The City shall distribute overtime equally to employees working within the same department and job classification, on a rotating basis. The City shall distribute overtime as per local agreements between the City and the Union for each City department.
- B. Employees shall have the option of requesting compensatory time off in lieu of overtime pay. Compensatory time shall be earned and paid on the same basis, i.e., one hour of work at time and one-half is equal to one hour and a half of time off. Compensatory time may not be earned without the written authorization of the employee's immediate supervisor. Such authorization shall be dated, shall state the amount of compensatory time earned and when it was earned, and be signed by the employee and the supervisor with each retaining an original signed copy.
 - 1) Compensatory time may be accumulated up to eighty (80) hours
 - 2) Employees wishing to use compensatory time must request the time off at least two (2) days in advance of when they wish to take the time off,

except: (1) in cases of emergency, (2) if their Department Director waives this requirement in writing with respect to any particular requests, or (3) if modified by agreement between any department and the Union.

- 3) Employees must schedule their compensatory time off within one hundred twenty (120) days following the date that the time was earned. The scheduling of compensatory time off is subject to the approval of the employee's Department Director. Employees may schedule compensatory time off beyond the one hundred twenty (120) day limit only with the written permission of their Department Director, or if they are prevented by their Department Directors from scheduling the compensatory time off within the time limit.
- 4) Compensatory time off may not be earned in less than one (1) hour increments. Fractions of hours of worked overtime must be compensated by paying the employee at time and one-half (1 ½) his/her hourly pay rate.

Section 7: Employees will be expected to work overtime on any day when the necessity for working overtime arises because the job must be completed that day, or, in emergency situations, when a qualified replacement is not available.

Section 8: Any employee who is called in to work at a time when he/she is not regularly scheduled shall receive a minimum of three (3) hours of work at one and one-half (1 ½) times his/her regular hourly rate of pay or payment in lieu thereof.

- A. If, for good cause, an employee cannot work the overtime that day, then a qualified replacement will be scheduled by the City.

Section 9: It is recognized that where a job is in progress, the most practical manner of assigning overtime will be to hold over qualified employees, within the needed classification, who are working on the shift that precedes the overtime.

- A. It is understood that the City retains sole discretion to determine the number of employees, if any, within each classification that shall be used on overtime. Moreover, nothing in this article is intended to restrict the City's right to limit work assignments to qualified employees.

Section 10: The calculation of hours for purposes of determining overtime eligibility shall include only hours actually worked, paid compensatory time, paid vacation leave, paid holidays,

paid personal leave, paid bereavement leave, and paid jury duty or subpoenaed court ordered appearances. No other time shall be included for purposes of determining overtime eligibility. (For example, sick leave will not be included in the calculation of hours for determining overtime eligibility).

ARTICLE VI

SENIORITY & PROBATIONARY PERIOD

Section 1: Seniority is defined herein as the length of an employee's continuous service with the City in the Meet and Discuss bargaining unit. Length of continuous service shall be computed from the last date of hire as a regular employee in that unit, subject, however, to the following provisions:

- A. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his/her rights to seniority shall cease upon the following occurrences. In addition, in the event of any of the following occurrences, the employee's employment relationship with the City shall formally be terminated if that has not already occurred:
 - 1. Voluntary quit;
 - 2. Discharge for just cause;
 - 3. When recalled after layoff, upon his/her failure to return to work within a period of forty-eight (48) hours after the employee has received notification by certified mail to so return, provided, however, if the employee notifies the City within the said period that he/she is not immediately available for work but wishes to remain on the seniority list, the City may, at its discretion, grant an extension. The City agrees to notify the Union of any such extension and the reason(s) for same;
 - 4. Layoffs in excess of twenty-four (24) months;
 - 5. Inability of the employee to return to work after any time-off injury or illness, whether such injury or illness is incurred on or off the job, within twelve (12) months of the date the injury or illness caused the employee to start missing work.
 - 6. Upon retirement
- B. When an employee whose continuous service has been broken by any of the above listed causes is again hired, he/she shall begin as a new employee of the

City.

Section 2: Seniority shall be retained except for days lost to just cause discipline.

Section 3:

- A. All newly hired employees shall be considered probationary employees for a period of six (6) months from the beginning of their employment. During this probationary period, newly hired employees shall have no seniority, and they shall be summarily dismissed within said six (6) month period from the date of employment at the sole discretion of the City. Such dismissal shall not be subject to the grievance procedure defined herein. If such employee is retained beyond the six (6) month probationary period, he/she shall thereafter be classified as a regular employee. The six (6) month probationary period may be extended at the sole discretion of the City.
- B. Notwithstanding the above, new employees shall be entitled to all fringe benefits provided under this Agreement beginning on the first day of the month after hire.

Section 4: The City shall annually post on applicable bulletin boards, a seniority list showing the classification and length of continuous service of each employee covered by this Memorandum. A copy of said list will also be furnished to the Union. This list shall be updated as necessary throughout the term of this Memorandum.

Section 5: The seniority of employees hired on the same day shall be determined by the drawing of "lots."

Section 6: The City agrees that newly hired employees will be employed at the applicable rate of the job.

Section 7: Employees who are presently in the Meet and Discuss Unit as per Article I, Section 2 of this Memorandum, who have worked in bargaining unit 1 [PERA-R-1197-C Maintenance], 2 [PERA-R-6601-C Clerical and Code Enforcement], 3 [PERA-R-9099-C Engineering], or 4 [PERA-R-9099-C Electrical], shall retain seniority in said units for bumping purposes in cases of layoff, as specified in Article VII of the Union and the City's collective bargaining agreement covering the AFSCME rank and file bargaining unit, subject to the requirements of Article VII of that Agreement.

Section 8: It is agreed that seniority for Meet and Discuss personnel shall accumulate upon the assumption of duties as a supervisor. Anyone promoted at a later date will hold seniority coincident with the date of his/her promotion.

ARTICLE VII

LAYOFF

Section 1: When, in the sole opinion of the City, it is necessary to reduce the working force of the City, all employees who have not completed their probationary period, and all part-time employees, shall be laid off first. If the number of positions to be reduced is less than the number of probationary employees, the City shall have the sole discretion to determine which probationary employees are laid off and which are retained.

Section 2: Except in cases of emergency, employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the circumstances which made the layoff necessary.

Section 3: The order in which employees in the Meet and Discuss Unit may be laid off will be based on the needs of the City, the relative skills, abilities and job performance of the employees, seniority, and other relevant factors.

Section 4: Employees shall be recalled based on the needs of the City, the relative skills, abilities and job performance of the employees, seniority, and other relevant factors.

Section 5: In the event an employee is laid off, the employee may, upon request, receive payment for earned but unused vacation leave.

ARTICLE VIII

VACANCIES

Section 1: Posting of Vacancies. When a vacancy occurs in the unit, and the City decides to fill the vacancy, it will post notice of such vacancy for a period of three (3) work days. The City may temporarily fill the vacancy pending selection of a successful applicant. The notice shall state which job(s) is open, how many openings exist, what minimum qualifications are required, and the time limit for filing of same. The City and the Union discourage the costly practice of indiscriminate applying for individual convenience or temporary advantage.

- A. Employees who wish to apply for the vacancy shall, in writing, indicate their qualifications for the job and shall file their applications within the prescribed time limit.

- B. Should the City decide to fill a vacancy, it shall post said vacancy within fifteen (15) days of its occurrence and shall be filled by the start of the next pay period following the end of the posting period.

Section 2: Nothing in this Memorandum shall be construed to mean that the City is obligated to assign a job or give a trial period to any applicant who is not qualified, properly certified or licensed. Further, the City retains the sole discretion to fill or not to fill any vacancy.

Section 3: Vacancies that occur in the bargaining unit shall be posted. The City shall give consideration to qualified employees who bid on said openings. However, the City does not have to select any of the bidders and retains the right to fill said vacancy from outside the bargaining unit.

ARTICLE IX

TRANSFERS

Section 1: All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) working days, except: (1) to fill a vacancy caused by an employee being on sick leave or other approved leave of absence, (2) to provide vacation relief scheduling, or (3) to meet an emergency situation. When an employee is temporarily transferred to another job classification:

- A. If the base rate of pay for such other classification is lower than his/her regular rate, he/she shall receive his/her regular rate.
- B. If the base rate of pay for such other classification is higher than his/her regular rate, he/she shall receive the higher rate.

ARTICLE X

HOLIDAYS

Section 1: The following holidays will be observed as paid holidays for all employees covered herein through December 31, 2025:

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving
Flag Day	Day After Thanksgiving

Independence Day

Christmas Day

Effective, January 1, 2026, the following holidays will be observed as paid holidays for all employees covered herein:

New Year's Day

Labor Day

President's Day

Veterans Day

Good Friday

Thanksgiving

Memorial Day

Day After Thanksgiving

Independence Day

Christmas Day

Section 2: Any employee who works on any of the holidays specified in Section 1 will be compensated at the employee's regular rate of pay for the holiday. Additionally, any employee who works on a designated holiday will also receive one and one-half (1 ½) times his/her regular rate of pay for all hours actually worked.

Section 3: When one of the holidays specified in Section 1 is observed while an employee is on compensable pay status, he/she shall be entitled to said holiday(s) and shall receive holiday pay for that day, rather than receive pay based on any other compensable status (i.e., sick pay).

Section 4: Holiday leave shall be granted only during the year in which the employee becomes entitled to it.

Section 5: An employee shall be paid for any holiday listed in Section 1 of this Article, provided he/she worked on his/her scheduled work day immediately prior to the holiday and his/her scheduled work day immediately after said holiday, or was on compensable pay status the day before and the day after the holiday. For purposes of this Article, sick leave shall not be considered compensable status unless accompanied by a physician's excuse. Additionally, employees out on a "Leave Without Pay" (LWOP) status are not entitled to holiday pay while off.

Section 6: An employee temporarily working and being paid in a higher class shall be paid at the higher rate for the holidays, provided, the employee is charged to perform the higher-level duties on the employee's scheduled work day immediately before and immediately after such holiday and is paid at the higher rate on those days.

Section 7: Friday shall be recognized as a holiday for all holidays occurring on Saturday, and Monday shall be recognized as a holiday for all holidays occurring on Sunday, except for

employees employed in seven (7) day operations. In those instances, it shall be the day on which it falls. The shift with the majority of its hours on the holiday shall be considered the holiday shift.

Section 8: Holiday time, for purposes of this Agreement, shall be the twenty-four (24) hour period commencing with the shift starting hour used at the beginning of the week.

ARTICLE XI

PERSONAL DAYS

Section 1: Each employee will be entitled to two (2) personal days through December 31, 2025, which must be scheduled at least one (1) working day in advance. Effective January 1, 2026, each employee will be entitled to four (4) personal days. Personal time can be taken in half (1/2) hour increments. The scheduling of a personal day, or any increment thereof, shall be subject to the approval of the Department Director.

- A. Personal days shall not accumulate from year to year except that when the operational requirements of the City do not permit an employee to reschedule.
- B. If the employee is unable to take his/her scheduled personal day by the end of the calendar year because of management actions, he/she shall have ninety (90) days to reschedule the day. In the event the employee cannot schedule the personal day in the ninety (90) day period, he/she shall be paid for the day.

Section 2: Any employee who voluntarily terminates his/her employment and has submitted a notice to the City of no less than fourteen (14) calendar days, or is laid off, shall receive his/her accrued personal time entitlement and pay pertaining thereto; only when the employee has successfully completed his/her probationary period. In the case of death, personal time due and owing the employee at the time of death shall be paid to the employee's estate or legal heir(s).

ARTICLE XII

VACATIONS

Section 1: Employees shall earn vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>Entitlement</u>
Upon completion of the probationary period – one (1) year of service	Three (3) days
Upon completion of one (1) year of service	Two (2) weeks
After five (5) continuous years	Three (3) weeks

After ten (10) continuous years

Four (4) weeks

After fifteen (15) continuous years

Five (5) weeks

Section 2: An employee becomes entitled to his/her two (2) weeks of vacation on the anniversary date of his/her completion of one (1) year of service from when he/she was last hired as a regular, permanent, employee. Thereafter, the employee is considered to have completed his/her second year and subsequent years for vacation eligibility purposes on the following January 1 of each calendar year.

For example, if an employee was hired on March 30, 2024, he/she will become eligible for two (2) weeks of vacation on March 30, 2025. However, he/she will be considered for vacation purposes to have completed a “second year” on January 1, 2026. The employee’s fifth year of service would begin on January 1, 2029, where the employee would become eligible three (3) weeks of vacation. This provision is intended to govern the earnings of vacation pay for all bargaining unit employees, whether hired before, during or after the term of this Agreement.

Section 3: The rate of vacation pay shall be the employee’s regular straight-time rate of pay in effect for the employee’s regular job on the payday immediately preceding the employee’s vacation period.

Section 4: Vacation shall be granted at the time requested by the employee, from January 1 to December 31 in any year, provided that the said request does not unduly interfere with the operation of the City government. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the City shall determine which employee(s) shall be given his/her choice of vacation period in the event of any conflict over vacation periods.

Vacation leave shall not accumulate from year to year, except that when the operational requirements of the City do not permit an employee to reschedule, said affected employee will be permitted a six (6) month extension for rescheduling purposes where unused vacation can then accumulate up to one (1) week from the previous year.

Section 5: Any employee who voluntarily terminates his/her employment and has submitted a notice to the City of no less than fourteen (14) calendar days, or is laid off, shall receive his/her accrued vacation entitlement and pay pertaining thereto; only when the employee has successfully completed his/her probationary period. In the case of death, personal time due and owing the employee at the time of death shall be paid to the employee’s estate or legal heir(s).

Section 6: All vacation requests shall be filed with the appropriate Department Director or his/her designee by March 15 of each year. Vacation shall be scheduled at the sole discretion of the City, making every reasonable effort to accommodate employee requests for particular vacation periods.

Section 7: Employees shall be permitted to take single day increments for their vacation. However, approval to take vacation in this manner shall be at the discretion of the Department Head. Vacation leave shall not be granted in less than one-half (½) day increments.

Section 8: In order to earn vacation pay each year, an employee must be on the City payroll for the full year (or, between the employee's first anniversary date and January 1 of the following year, during that entire period). If an employee is disabled and receiving Workers' Compensation indemnity benefits, he/she shall receive for earned and unused vacation days only that amount which, when added to the indemnity benefits for those days, would equal the amount of his/her regular vacation pay.

Section 9: In the event an employee is laid off, the employee may, upon request, receive payment for earned but unused vacation leave.

ARTICLE XIII

PERSONAL LEAVES OF ABSENCE

Section 1: Leaves of absence without pay may be granted to employees who have exhausted their vacation, personal and compensatory leave banks, for such purposes and for such periods of time as may be authorized by the City. The City agrees to notify the Union of any such leaves granted. Leaves of absence are granted in thirty (30) day increments. Any leave requested for greater than thirty (30) days will be reviewed prior to approval.

Section 2: An employee who is absent from work without authorization shall be considered absent without leave and shall receive no compensation for the period of absence. In the event the unauthorized absence exceeds three (3) days, the employee automatically terminates his/her employment.

Section 3: The following violations of leave provisions shall be cause for discharge under the terms of this Agreement:

- A. Failure to return to work as scheduled after an authorized leave.
- B. Working elsewhere while on leave without the prior written permission of the Department Director.

- C. Falsifying a leave application form.

ARTICLE XIV

JURY DUTY & COURT TIME

Section 1: Employees called for jury duty or subpoenaed court ordered appearances to attend court will be granted a leave of absence while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the appropriate supervisor or his/her designee as far in advance as possible. Appearances in court that are personal in nature are not covered under this Article. Employees on jury duty or subpoenaed as a witness shall be compensated the difference between their regular rate of pay and the amount received by them for court duty during the time they are serving in such capacity. Employees must verify the amount received for serving in such capacity. Employees will be required to provide documented proof of the required court appearance for which they are claiming Jury Duty time.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1: In the event of the death of persons having a relationship to bargaining unit members, three (3) days of bereavement leave will be paid for the following family members:

Father	Mother-in-law
Mother	Father-in-law
Brother	Son-in-Law
Sister	Daughter-in-Law
Husband	Stepfather
Wife	Stepmother
Son	Stepson
Daughter	Stepdaughter
Grandchild	Guardian or any person living in the same household, sharing a common roof or table.

Unless otherwise specified above, none of the above designations of persons shall include in-laws of the employee or “common law” relationships.

Section 2: One (1) day of bereavement leave will be paid to the employee for the following family members:

Grandfather	Uncle-in-Law
Grandmother	Aunt-in-Law
Uncle	Grandfather-in-Law
Aunt	Grandmother-in-Law
Nephew	Brother-in-Law
Niece	Sister-in-Law

Unless otherwise specified above, none of the above designations of persons shall include in-laws of the employee.

Section 3: Should an employee need to use bereavement leave while on vacation, the vacation will be converted to bereavement leave. In such cases, vacation will be rescheduled.

Section 4: Employees will be required to provide documented proof of the death for which they are claiming bereavement leave.

ARTICLE XVI

SICK LEAVE

Section 1: Sick leave, unlike vacation or holiday leave, is not an automatic entitlement but is a privilege granted to employees in order to prevent employees from suffering undue financial hardship during time of legitimate illness.

Section 2: Employees will begin accruing sick leave after the first thirty (30) days of employment. Employees shall earn one and one-quarter (1 ¼) days of paid sick leave per month up to a maximum of fifteen (15) days per year for legitimate illness.

Section 3: Employees may accumulate their unused sick leave up to a maximum of one hundred twenty (120) days. Any employee who as of December 31, 2013, had a maximum accumulation exceeding one hundred twenty (120) days shall be entitled to maintain the maximum accumulation of the total number of days accumulated as of December 31, 2013, not to exceed two hundred fifty (250) days.

Section 4: Employees who accumulate one hundred twenty (120) total days of sick leave, or the maximum accumulation the employee is entitled to accumulate under Section 3 above, whichever is higher shall be paid an additional annual sick leave incentive bonus for all unused sick days accumulated over that maximum accumulation, as follows:

<u>Number of Full Days</u>	<u>Percentage of Pay Buyout</u>
0 - 5	10% of pay rate for each day
6 - 10	30% of pay rate for each day
11 - 15	50% of pay rate for each day

This bonus will be paid on the first pay day of February each year.

Section 5: Reporting Off Procedures.

- A. All absences, including those for personal illness, must be reported by the employee to his/her supervisor (or to a designee or phone answering machine designated by the supervisor) no later than one-half hour prior to the employee's scheduled work time. Any absence not properly reported within the allotted time, will be treated as an unpaid, unauthorized absence for that day. In addition, the improperly reported absence may be the basis for disciplinary action against the employee. Exceptions to this policy may only be granted where the failure to call off on time was justified by emergency or other extreme circumstances which were completely outside the employee's control.
- B. Employees who are absent due to illness for one (1) or more days, and who are not on an approved FMLA leave or approved personal leave of absence, must call in each day to report their absence for that day as specified above. If an employee has been approved for FMLA leave, or an approved personal leave of absence, he/she is not required to call in each day to report their absence while out for the respective leave of absence.
- C. An employee who is not on an approved FMLA leave or approved leave of absence, and has been given a written statement by a physician (or other appropriate healthcare professional) declaring him/her medically unable to work must provide a copy of the physician's note to his/her supervisor or appropriate designee. If the physician note is for a specific, consecutive, period of time, the employee will not be required to report off each day as long as the employee has properly provided the statement in advance to his/her supervisor or appropriate designee. For example, an employee is sick due to the flu and unable to work his/her scheduled shift for five (5) consecutive work days. The employee seeks medical treatment and receives a physician's note covering the absence beginning

Monday through Friday. The employee provides a copy of the physician note to his/her supervisor upon receipt and is therefore, not required to call in and report each day during the week he/she is excused.

Section 6: Sick Leave Abuse.

- A. Sick leave is only to be utilized by an employee when he/she is unable to work due to his/her own illness or injury. It is the responsibility of each employee to appropriately manage his/her health and to keep the number of his/her absences due to illness or injury to the lowest level possible.
- B. Employees who utilize sick leave when they are not actually sick or injured shall be subject to appropriate disciplinary action. The City shall have the right to closely monitor the use of sick leave to ensure that it is not being abused. Indicators of sick leave abuse which may result in employee absences being investigated shall include, but not be limited to, the following:
 - 1. Sick leave taken immediately before or after holidays, vacations, weekends, or personal or compensatory days off.
 - 2. Sick leave taken at a greater frequency than appears normal, considering the overall health of the employee.
 - 3. Sick leave taken when a work schedule is heavy or undesirable.
 - 4. Sick leave taken at times which appear to constitute a pattern.
 - 5. Sick leave taken a times when the employee is witnessed engaging in activities inconsistent with the asserted illness or injury.
 - 6. Sick leave taken under other suspicious circumstances.
 - 7. Consistently low levels of accumulated sick leave
 - 8. Using sick leave after accruing a day of sick leave, i.e., a history of earning a day and using as sick leave on an earn and burn basis
- C. One (1) or two (2) consecutive days of absence due to personal illness will not require a medical excuse. Absences of three (3) consecutive work days or more due to personal illnesses or injuries must be certified by a health care professional who is an appropriate general practitioner or specialist to deal with the illness or injury.

Section 7: Retirement/Resignation Bonus. Employees who retire or resign with at least twenty (20) years of verifiable service working in a full-time capacity with the City, or sixty (60) years of age, shall be paid a cash bonus for unused sick leave days at the following rates:

<u>Percentage of Accrued Days</u>	<u>Percentage of Pay</u>
20% - 40%	40%
41% - 70%	50%
71% - 100%	60%

In addition, if an employee dies before retirement/resignation, his/her estate or heirs shall be entitled to the cash bonus described in this section, where the employee is eligible with at least twenty (20) years of verifiable service working in a full-time capacity with the City, or sixty (60) years of age.

Section 8: Where sickness in the immediate family requires the employee's absence from work, employees may use up to and not exceeding five (5) days, or forty (40) hours, of their sick leave entitlement in each calendar year for this purpose. Immediate family, for the purposes of this Section, is defined as the following persons: husband, wife, child, stepchild, parent, brother or sister of the employee. Proof of such sickness will be required if the employee is absent due to the care of an immediate family member for three (3) or more days.

ARTICLE XVII

LONGEVITY

Section 1: Longevity entitlement shall be as follows:

<u>Years of Service</u>	<u>Entitlement</u>
After five (5) years of full-time service	Annual base rate of \$500.00
Each additional year thereafter	Additional \$50.00 per year

Example: Employees receive no longevity during their first four (4) years of employment. In the employee's fifth year, the employee will receive the base bonus of \$500.00. During said employee's sixth year of full-time service, the employee will receive \$550.00. During the employee's thirteenth year of service, the employee will receive \$900.00 (\$500.00 for the base bonus and \$400.00 for the eight (8) years paid at \$50.00/year).

Section 2: For purposes of longevity entitlement, years of employment are calculated from the date of last hire with the City on a permanent basis.

Section 3: Active employees must be in active compensatory status the entire year in order to receive longevity pay for the year, to be paid once a year on the first pay day in December.

Section 4: Eligible employees who retire or resign will be paid their respective longevity as prorated based on the month in which the retirement/resignation takes place.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1: The City agrees to abide by the state and federal statutes applicable to military leave.

- A. Those members of any branch of the armed forces who may be required to report to active duty shall continue to receive his/her full wage and benefits, including seniority and credit for length of service, under and pursuant to this contract (less any earnings paid by the military services) for the duration of that service.
- B. The City abides by the policies, responsibilities, and procedures for absences for military duty and associated benefits in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335).

Section 2: The City shall make adequate provisions for the safety and health of its employees in the various departments during the hours of their employment. In the event an employee is injured in the course of his/her employ with the City, the City shall provide transportation of said employee to a physician or hospital on the day of such accident and shall pay the employee's wage for time lost while the employee is at the physician's office or in the hospital receiving treatment for his/her injuries on the day of such accident. The City agrees to continue paying for all benefits to the injured employee for twelve (12) months from the date of injury. After that date, the employee may continue the benefits at his or her own expense at the group rate subject to carrier restrictions.

Section 3: The City will furnish foul-weather working gear, as well as reimburse up to one hundred dollars (\$100.00) towards PPE (boots) to employees in the Highway and Electrical departments. Employees in the Highway and Electrical departments may submit receipts to the Finance Department for reimbursement up to one hundred dollars (\$100.00) once within the calendar year, where receipts submitted outside the calendar year will not be retroactively reimbursed. The City will decide the type of clothing suited for the various jobs.

Section 4: All employees covered herein, required by the City to stand-by, shall receive a stand-by pay of twenty-five dollars (\$25.00) per assignment for Monday through Friday, and thirty-five dollars (\$35.00) per assignment for Saturdays, Sundays and holidays.

Section 5: Employees shall not be required to live in the City but shall be required to have no more than a forty-five (45) minute response time from their residence.

Section 6: Each bargaining unit member shall pay a contribution equal to six percent (6%) of his/her gross wages to the Non-Uniformed Pension Plan in order to enable continued elimination of the social security offset. This contribution will be deducted from each member's paycheck every pay period.

ARTICLE XIX

GRIEVANCE PROCEDURE

Policy: It is the policy of the City and Union to encourage a harmonious and cooperative relationship and to resolve employee grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application, or alleged violation of this Memorandum.

Section 1: The City shall not discipline, suspend or discharge any employee without just cause. The employee and the President of the Local Union shall be notified in writing when any employee has been disciplined, suspended or discharged, and a copy of such notice will be sent to the Union Council office.

For most violations of work rules or standards, the City shall employ the following progressive disciplinary steps:

1 st Offense:	Verbal Warning
2 nd Offense:	Written Warning
3 rd Offense:	One-Day Suspension
4 th Offense:	Three-Day Suspension
5 th Offense:	Discharge

The City retains the burden of proving just cause to support disciplinary actions at any level.

- A. The City and the Union understand and agree that it shall be appropriate to progress levels of discipline for any offenses after a first offense, and not just in instances where later offenses are of the same kind or nature as any earlier offenses. In addition, the City shall have the right to skip one (1) or more

progressive discipline steps for serious offenses, including first offenses, or where the City has given advance written notice to employees and the Union that a particular type of offense shall be subject to more severe penalties than normal progressive discipline.

- B. The City and the Union agree that if an employee goes one (1) year without receiving any disciplinary actions, he/she shall be regressed one (1) progressive discipline step. For example, if an employee's last discipline was a written warning, and then he/she goes one (1) year without an offense, his/her next offense meriting normal progressive discipline would result in another written warning.
- C. The City and the Union agree that if any employee goes two (2) years after being issued discipline at any level without receiving any additional discipline, the employee's disciplinary record will be considered clean for purposes of future progressive discipline.

The Union may initiate a grievance concerning the suspension or discharge of an employee at the Third Step of the grievance procedure, as set forth below.

Section 2: An employee is entitled to select the Union or its accredited representative to represent him/her during all steps of the grievance procedure which is as follows:

FIRST STEP - SUPERVISOR/SUPERINTENDENT

An employee with a grievance shall discuss it with the Supervisor/Superintendent within fifteen (15) days of its occurrence or knowledge of the occurrence. The Supervisor or Superintendent shall attempt to resolve the grievance to the mutual satisfaction of the employee and the City within five (5) work days of its presentation in writing. If the employee and/or Union does not proceed with the grievance to the second step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered withdrawn.

SECOND STEP - DEPARTMENT HEAD

If the employee is not satisfied with the disposition of his/her grievance after receiving a decision from the Supervisor/Superintendent, he/she may request that the Union steward submit a written appeal to his/her Department Head within five (5) work days after a decision at the first step is due. The Department Head shall give the employee a written decision within five (5) work days of its presentation. If the employee and/or Union does

not proceed with the grievance to the Third Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered withdrawn.

THIRD STEP - CITY MANAGER'S DECISION

If the grievance remains unresolved after the Second Step, the Union steward may submit a written appeal to the designee of the City Manager within five (5) work days after a decision at the Second Step is due. The designee, within fifteen (15) work days after receiving the appeal, shall hold a hearing at which time the employee and/or the Union may present the grievance. The designee, within ten (10) work days following the hearing, shall give the employee and the Union a written decision. The decision of the City Manager shall be final.

Section 3: A grievance which affects a substantial number of employees may initially be presented by the Union at the Second Step of the grievance procedure. The Union shall designate one (1) spokesperson to act as representative for the group.

Section 4: A grievance may be withdrawn by the City, Union or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to the grievance or any future grievance.

Section 5: The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented or timely processed by the Grievant or Union shall not be considered a grievance under this Agreement and shall not be arbitrable.

Section 6: The Union shall notify the City in writing of the name of the Union steward, and, further, shall promptly notify the City in writing of any changes thereof.

Section 7: The City will notify an aggrieved employee of its decision by certified mail sent to the Union and the employee's last known address and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.

ARTICLE XX

WAGES & FRINGE BENEFITS

Section 1: The wage rate for each member of the Meet and Discuss Unit will be increased by five percent (5.0%) effective January 1, 2025, four percent (4.0%) effective January 1, 2026, and four percent (4.0%) effective January 1, 2027. Employees who are on the step scale shall be permitted

to move on the scale during the term of this Agreement, otherwise, wages are frozen during the term of this agreement. The wage scale is attached hereto as APPENDIX "A."

Section 2: Fringe Benefits.

- A. Effective January 1, 2017, the base plan of insurance shall be the Highmark Qualified High-Deductible Plan. Each eligible employee shall establish a health savings account (HSA) in conjunction with the Qualified High Deductible health plan whereby the deductible amounts shall be \$1,750.00 for individual coverage and \$3,500.00 for family coverage where family coverage shall be defined as coverage that includes any category other than individual coverage. The City shall pay \$1,100.00 of the health insurance deductible annually for individual coverage and \$2,200.00 annually for family coverage. Any unit member who is ineligible to contribute to a Health Savings Account in any year of this Agreement shall receive the City's contribution for the year paid in a separate check in January of each year of ineligibility.
- B. Dependent spouses of the employees hired on or after January 1, 2005 who are eligible for health insurance coverage through their own employer are ineligible for health insurance through the City. All employee premium contributions will be deducted on a pre-tax basis. The City shall have the sole discretion as to the selection of any insurance carriers or to change carriers. The City's sole obligation will be to pay the policy premium and to provide equivalent coverage in the event of a carrier change.
- C. The City agrees to continue to provide a Vision Care Plan for individual employees and their dependents. The City reserves the exclusive right to change carriers for such insurance, provided such benefit coverage is maintained.
- D. Waiver of Health Insurance.
A bargaining unit member may waive the health insurance provided under this Agreement, under the following procedures:
 - 1. The waiver shall be made in writing on a form provided by the City and shall be effective as of the first day of the month following a Qualifying Life Event and following the City's receipt of such waiver.

2. In consideration for the waiver of health insurance coverage, the bargaining unit member shall receive thirty percent (30%) of the savings enjoyed by the City by reason of the waiver. Said monies shall be paid to the bargaining unit member twice during each calendar year, on the first pay period following each January 1 and July 1 during which the waiver remains in effect.
3. Where both an employee and his/her spouse work for the City, each shall receive fifteen percent (15%) of the savings, if any, to the City if each elects individual health care coverage rather than husband and wife coverage. Where both a husband and wife are employed by the City, but only one elects City-provided health care coverage at a level which covers the spouse-employee, the spouse-employee shall not be entitled to receive any money from the City based on his/her not receiving any City-provided health care coverage as an employee.
4. Provided that written notice of at least thirty (30) days is first given, the bargaining unit member shall be permitted to revoke said waiver without limitation as of January 1 and July 1 of each year. However, notwithstanding such limitations, the members shall be permitted to revoke such waiver as of the first day of the month next following a Qualifying Life Event. A Qualifying Life Event shall be defined as marriage, divorce, birth or adoption of a child, death of a spouse or qualifying dependent, or starting or ending of a spouse's employment.
5. It is the intent of the parties that this opt-out arrangement will qualify as an "eligible opt-out arrangement" and that the Affordable Care Act and related regulations will not require opt-out payments to be counted as an employee contribution for the purpose of determining whether an offer of coverage is affordable. It is likewise the intent of the parties that opt-out payments shall not render the City's offer of coverage to any employee "unaffordable" as defined by the Affordable Care Act and related regulations. Should the amount of a potential opt-out payment to an employee render the City's offer of coverage to that employee or any other employee unaffordable as defined by the Affordable Care Act and related regulations, then the amount of the opt-out payment shall be reduced by the amount necessary to ensure that the City's offer of coverage to that employee or any other employee is affordable.

E. Premium Cost Sharing.

Effective January 1, 2025, all bargaining unit employees will be required to pay a monthly premium co-payment to maintain health and vision coverage at the following amounts: eighty-one dollars (\$81.00) per month for individual coverage; one hundred ninety-three dollars (\$193.00) per month for parent and child(ren) coverage; two hundred thirteen dollars (\$213.00) dollars per month for employee and spouse coverage; and two hundred forty-five dollars (\$245.00) per month for family coverage.

In addition, employees will be responsible for contributing to increased costs for their monthly contributions, including any increases effective on or after January 1, 2026 as follows:

(1) Employee will contribute twelve and one-half (12.5%) percent of the total healthcare cost (healthcare premium plus the City's HSA contribution) cost per year.

(2) Furthermore, for any increases effective January 1, 2027, employees will contribute twelve and one-half (12.5%) percent of the total healthcare cost (healthcare premium plus the City's HSA contribution) cost per year.

F. The City will provide the full cost of thirty thousand dollars (\$30,000) worth of life insurance coverage, as well as accidental death and dismemberment (AD&D) coverage, and long-term disability insurance coverage of each active employee. These benefits will become effective the first of the month following the employee's initial six (6) months of employment. Any employee who retires with a "normal retirement" of twenty (20) years of verifiable full-time service and is at least sixty (60) years of age, will be allowed to continue his/her life insurance after retirement at his/her own expense.

G. Upon request of the Union, the City will "meet and discuss" changes to the Non-Uniformed Employee Pension Plan. The term "meet and discuss" shall be defined herein as it is defined and applied under Act 195.

H. The benefit plans described in this Agreement are contracts between the City and each insurance carrier. The City's responsibility under such plans is limited to premium payments and proper enrollment of eligible employees. In no case, and

under no circumstances, shall the City be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided herein. Disputes over benefit claims are between the employee and the insurance carrier and shall not be subject to the Grievance Procedure described in Article XIX of the Collective Bargaining Agreement.

I. Shift Differential. Public Works Highway Yard Employees regularly scheduled to work the Winter Shift, 3:00 P.M. to 11:00 P.M., and 11:00 P.M. to 7:00 A.M. shifts shall be paid thirty-five cents (\$0.35) per hour extra for work performed on those shifts.

J. Licensure.

1. Effective January 1, 2025, employees required by the City to maintain a Commercial Driver's License (CDL), as outlined in the employee's Position Description, shall be paid an additional twenty-five cents (\$0.25) per hour in addition to his/her regular rate.

2. Effective January 1, 2025, employees required by the City to maintain a PA Tanker Endorsement, Stormwater Inspector certification, Bridge Inspector certification, Floodplain Manager certification, PA Inspections certification, PA Emissions certification, and/or the Air Conditioning license from the Mobile Air Climate Systems Associate (MACS), as outlined in the employee's Position Description, shall be paid an additional twenty-five cents (\$0.25) per hour, per certification, in addition to his/her regular rate.

3. Any employee required by the City to maintain a Commercial Driver's License (CDL), PA Tanker Endorsement, PA Inspections License, or a PA Emissions License, as outlined in the employee's position description, shall be paid up to sixty (\$60.00) dollars per license towards the renewal of said license.

4. Employees who have obtained a Pennsylvania Dept. of Agriculture Pesticide Applicator license, as a requirement of the Highway Foreman I position description, will continue to receive ten cents (\$0.10) per hour for the duration of this MOU. Impacted employees include Rob Dennis Jr., Brandon Grine, and Christopher Keagy. The City will no longer fund employee training for said license or compensate employees other than those noted above ten cents (\$0.10)

per hour for possessing said license, and will no longer require City employees to perform the duties associated with the handling or transporting of pesticides.

- K. Temporary assignments and minimal changes to hours of work due to operational or seasonal requirements will not be considered for shift differential pay.

ARTICLE XXI

FAMILY & MEDICAL LEAVE

Section 1: An employee must have been employed at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) month period immediately preceding the date leave commences to be entitled to the leave benefit. Generally, leave will be granted for (1) the birth of a son or daughter of the employee, (2) the placement of a son or daughter with the employee for adoption or foster care, (3) to care for the spouse, son, daughter, or parent of the employee if the family member has a serious health condition, or (4) because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a doctor of medicine or osteopathy. The employee will be required to provide a doctor's certification of the serious health condition to include: (1) the date on which the condition commenced, (2) the probable duration of the condition, and (3) the appropriate medical facts known to the health care provider regarding the condition.

Section 2: An employee who takes leave under the Family and Medical Leave Act will be able to return to the same job or a job with equivalent status and pay. The employee's health benefits will continue during the leave period at the same level (benefits and premium). The employee must arrange with the Human Resources Department to continue his or her premium contribution. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will recover from the employee the premium that the City paid for the employee's health coverage, unless the employee is exempted from liability for premium repayment under the provisions of the Family and Medical Leave Act.

Section 3: Leave being requested by the employee for the birth, adoption, or foster care of a child may only be taken as consecutive time. Eligibility for leave may begin prior to the date of birth or placement, but will expire twelve (12) months after the birth or placement. However, for leave relating to a serious health condition, the employee may take intermittent leave or work a

reduced schedule if it is “medically necessary.” The City will require certification of the medical necessity as described above. Once the City requests the medical certification from the employee, the employee must submit the certification within fifteen (15) days of the beginning of the leave. If the medical certification is not submitted within fifteen (15) days of the request by the City, the request for leave may be denied.

Section 4: If employees have accrued paid leave for less than twelve (12) weeks, they may take the rest as unpaid leave to supplement their paid leave. If the employee is taking the leave under the Act for the birth, adoption, or foster care of a child, the City will require the employee to use up all paid vacation or personal leave. The City will also require the employee to use up all paid vacation, personal, or sick pay before using unpaid family and medical leave, if the employee is taking leave for the employee’s own serious health condition or for the serious illness of an eligible family member. Paid leave shall be exhausted first and shall count against the twelve (12) weeks of leave to which the employee is entitled under the Family and Medical Leave Act.

Section 5: When leave is requested, the City will use the “rolling” year rule, which looks at the preceding twelve (12) month period prior to the beginning date of the requested leave. Any Family or Medical Leave taken during that preceding twelve (12) month period will be credited toward the employee’s entitlement to future Family and Medical Leave.

Section 6: When an employee plans to take leave under the Act, the employee is required to give the City thirty (30) days’ notice, or, if this is not possible, as much notice as is practicable. An individual undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City’s operations.

Section 7: Administration of the Family and Medical Leave policy shall be in accordance with the Family and Medical Leave Act and its applicable federal regulations.

ARTICLE XXII

WORK-RELATED INJURIES

Section 1: If an employee is unable to perform one (1) or more of the essential functions of his/her position due to a work-related injury, the following provisions shall be applicable:

- A. If the employee is unable to perform the duties of his/her regular position, he/she shall be assigned modified duties to the maximum extent practicable, with all such duties being within any medical restrictions applicable to the employee. This modified duty may include assignments to duties of a different, lower-paid

position; duties outside their classification and/or bargaining unit; duties outside their previously assigned shift; or duties created for the sole purposes of providing a limited term opportunity to engage in work with the goal of increasing the potential return to full duties; provided, however, that the City shall not be required to create such opportunities. The employer also retains the right to eliminate any positions/responsibilities/opportunities established under this provision at any time including, but not limited to, when the employee returns to full duty status. While on the modified duty, the employee shall continue to receive his/her regular rate of pay.

- B. If an employee is unable to perform the duties of his/her regular position for more than six (6) months, the City may discontinue offering the employee modified duty and allow the employee to collect Workers' Compensation indemnity benefits.

ARTICLE XXIII

FLEXIBLE WORK SCHEDULES

Section 1: The City and the Union believe that carefully planned and implemented flexible and alternative work schedules for employees could provide benefits to both the City and its employees. The parties are committed to exploring possible flexible and alternative work schedules, possibly on a department-by-department basis, and will endeavor to meet, discuss, and hopefully implement such schedules during the term of this Agreement.

ARTICLE XXIV

POSITION DESCRIPTIONS

Section 1: The City shall have the right to adopt and revise position descriptions. Prior to implementing revised position descriptions, the City shall engage in meet and discuss with the Union.

ARTICLE XXV

HEADINGS

Section 1: Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Memorandum, nor shall they affect its meaning, construction, or effect.

ARTICLE XXVI
GENDER & NUMBER

Section 1: Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural, and vice versa, as applicable.

ARTICLE XXVII
LEGALITY

Section 1: Both parties hereto specifically agree that it is their intent that this Memorandum, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this Memorandum, or any part hereof, is in conflict with said statutes, governmental regulations or judicial decisions, then both parties shall, within thirty (30) days after said determination, meet and discuss said invalidity. Meet and Discuss shall be defined in this Article as it is defined in Act 195.

ARTICLE XXVIII
SEPARABILITY

Section 1: In the event that any provision of this Memorandum is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

ARTICLE XXIX
DURATION

Section 1: Pursuant to the requirements of Act 195, this Agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2025 to and including December 31, 2027, and shall continue on the same terms and conditions thereafter, from year to year. The parties agree that either party may notify the other by certified mail on or before July 1, 2027, of its desire to modify or terminate this Agreement.

ARTICLE XXX
TOTALITY OF AGREEMENT

Section 1: The City and the Union acknowledge that this Agreement represents the result of collective bargaining between said parties conducted under, and in accordance with, the


provisions of the Public Employees Relations Act Number 195 and constitutes the entire understanding of the parties as of the date of its execution.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunder affixed their hands and seals this 14th day of May, 2025.

CITY OF ALTOONA

 5/14/25
Human Resources Date

 5/14/25
City Manager Date

 5/14/25
City Clerk Date

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL #13,
LOCAL #2188**

 5/14/25  14 MAY 2025
Date Date

APPENDIX “A”

WAGE RATES

1. Ten (10) or more years of service:

<u>Position</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Highway Foreman II	\$64,000.02	\$66,560.02	\$69,222.42
Highway Foreman I	\$60,608.04	\$63,032.36	\$65,553.65
Electrical Foreman II	\$64,000.02	\$66,560.02	\$69,222.42
Electrical Foreman I	\$60,608.04	\$63,032.36	\$65,553.65
Vehicle Maintenance/School Guard Supervisor	\$60,608.04	\$63,032.36	\$65,553.65
Parts & Service Foreman	\$60,608.04	\$63,032.36	\$65,553.65
Engineering Office Supervisor	\$64,000.02	\$66,560.02	\$69,222.42
Engineering Department Supervisor	\$64,000.02	\$66,560.02	\$69,222.42
Right of Way Supervisor	\$60,608.04	\$63,032.36	\$65,553.65

2. Less than ten (10) years of service:

<u>Position</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Highway Foreman II	\$62,262.48	\$64,752.98	\$67,343.10
Highway Foreman I	\$58,953.55	\$61,311.69	\$63,764.16
Electrical Foreman II	\$62,262.48	\$64,752.98	\$67,343.10
Electrical Foreman I	\$58,953.55	\$61,311.69	\$63,764.16
Vehicle Maintenance/School Guard Supervisor	\$58,953.55	\$61,311.69	\$63,764.16
Parts & Service Foreman	\$58,953.55	\$61,311.69	\$63,764.16
Engineering Office Supervisor	\$62,262.48	\$64,752.98	\$67,343.10
Engineering Department Supervisor	\$62,262.48	\$64,752.98	\$67,343.10
Right of Way Supervisor	\$58,953.55	\$61,311.69	\$63,764.16