AGREEMENT

Between

THE CITY OF ALTOONA

And

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NUMBER 299

January 1st 2017 to December 31st 2021

TABLE OF CONTENTS

ARTICLE TITLE **PAGE**

ARTICLE I - DEFINITIONS 2
ARTICLE II - APPLICATION OF AGREEMENT 4
ARTICLE III - RECOGNITION OF UNION MEMBERSHIP 6
ARTICLE IV - JOB CLASSIFICATIONS AND RATES OF PAY 6
ARTICLE V - REQUIRED CERTIFICATIONS AND QUALIFICATIONS; WORK ASSIGNMENTS 10
ARTICLE VI - UNIFORMS AND EQUIPMENT 13
ARTICLE VII - HOLIDAY PAY IN LIEU OF HOLIDAYS 13
ARTICLE VIII - VACATION 13
ARTICLE IX - BEREAVEMENT LEAVE 15
ARTICLE X - SICK LEAVE 16
ARTICLE XI - ADJUSTMENT OF GRIEVANCE/PROBLEMS 19
ARTICLE XII - UNION BUSINESS 21
ARTICLE XIII - HOURS OF SERVICE, OVERTIME, LONGEVITY, AND EXCHANGE OF DUTY 21
ARTICLE XIV - FRINGE BENEFITS 23
ARTICLE XV - MILITARY LEAVE 27
ARTICLE XVI - PENSIONS 28
ARTICLE XVII - HEART & LUNG ACT BENEFITS AND MODIFIED LIGHT DUTY 31
ARTICLE XVIII – PROMOTIONS AND FILLING OF VACANCIES 34
ARTICLE XIX - EMPLOYEE PERSONNEL FILES 36
ARTICLE XX - FIRE INSPECTOR/FIRE MARSHAL WORK SCHEDULE 37
ARTICLE XXI - FIRE FIGHTER SAFETY 38
ARTICLE XXII - MANAGEMENT RIGHTS 39
ARTICLE XXIII - DURATION AND RENEWAL OF AGREEMENT 39
ARTICLE XXIV - SICK LEAVE INCENTIVE 39
ARTICLE XXV - DEFERRED RETIREMENT OPTION PLAN (DROP) 40
ARTICLE XXVI - FIRE INSPECTION AND PROPERTY MAINTENANCE/CODE SERVICES 44
SIGNATURE SHEET 47

INDEX OF TABLES

TABLE **TITLE** **PAGE**

Table 1. Firefighter Pay Rate by Classification. 7
Table 2: Adjusted Firefighter Pay Differential 8
Table 3. Longevity Increases 9
Table 4. Vacation Matrix – applicable to employees hired before 1/1/14 13
Table 5. Vacation Matrix – applicable to employees hired on or after 1/1/14 13
Table 6. Bereavement Leave of 1 Working Day. 16
Table 7. Sick Leave Incentive A 39
Table 8. Sick Leave Incentive B. 39

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Entered into this _____ day of _____ between The CITY OF ALTOONA, a municipal corporation, with the seat of government located in the City of Altoona, County of Blair and the Commonwealth of Pennsylvania, herein designated as "the City";

AND

The INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO 299, of the aforesaid City, County and Commonwealth, herein designated as "the Union".

WITNESSETH:

In accordance with the Act of Assembly No. 111, approved in June of 1968, the City Council of Altoona and the international Association of fire Fighters, Local No. 299 negotiated a contract effective January 1st, 2017 through December 31st, 2021 and intending to be legally bound thereby, agree as follows:

ARTICLE I - DEFINITIONS

SECTION 1: DEFINITIONS OF TERMINOLOGY

Except as otherwise stated in this agreement where used herein, the respective terms hereinafter mentioned shall have the meaning as set forth as follows:

A. The term "the City" shall mean the City of Altoona.

B. The term "the Union" shall mean the International Association of Fire Fighters, Local No. 299.

C. The term "firefighters" shall mean a regular full-time employee of the Altoona Fire Department assigned to one of the following job classifications, namely, Assistant Fire Chief, Fire Marshal, Fire Safety Inspector, Captain, Engineer and Firefighter. This agreement covers only regular full-time firefighters hired pursuant to and in accordance with the applicable provisions of the Firemen's Civil Act and the Third Class City Code.

D. The term "Grievance Committee" shall mean the grievance committee selected by the Union, and shall consist of three (3) Union members.

E. The term "seniority" shall except as otherwise defined in these Agreement Provisions, mean and refer to continuous Fire Department service established by Bargaining Unit employees, from the dates of their initial employment for such service. The decision to restore a break in service due to furlough, military leave, suspension or terminations shall have no impact on establishing a different seniority status. Such restoration shall impact only on pension and longevity.

F. The term "Continuous Service" shall mean the total number of months of service, converted into total years for purposes of seniority, vacation, longevity, and retirement, which term shall exclude periods of furlough, termination, or suspension.

Effective January 01, 2000 firefighters who have been laid off/furloughed and are recalled to work for the City may, for pension and longevity purposes, restore the break in service by purchasing not more than twenty-four (24) months of the time lost in the same manner that they would for restoring a break in service caused by an absence for military duty. This purchase MUST BE MADE within one hundred eighty (180) days of the effective signing date of this contract or one hundred eighty (180) days after a recall from layoff or furlough, whichever is later. This option MAY ONLY BE TAKEN, if any previous pension fund monies which we refunded to the member have been reinstated by repayment to the Altoona Paid Fireman's Pension Fund prior to this purchase of furlough time.

G. The term "Normal Retirement" shall mean retired with monthly pension benefits. Therefore, a Normal Retirement is required to receive the hereinafter-described post

normal retirement hospitalization benefits for those employees hired before January 1, 2005.

H. The term "Monthly Salary" for the purpose of computing retirement benefits shall be the higher of that amount calculated by dividing the sum of the Fire Fighter's base annual salary rate as of the effective date of retirement, plus longevity pay, plus overtime pay and yearly holiday pay divided by twelve (12), plus any additional increments earned by Statute and the collective bargaining agreement or that amount calculated pursuant to the provisions of Act 204 as amended; whichever is greater. (Pension contributions shall be made at the contractual rate contained herein below, on the monies in the preceding paragraph.) This paragraph shall not apply to employees hired on or after January 1, 2014.

I. The term "additional increment" shall mean those monies earned in the same manner and by the same calculation contained in the Act and paid by the City to the retiree in a separate check each month. Furthermore, said increments, meaning that paid by the pension board and that paid by the City, are included in the COLA calculations to bring the retirees pension benefit to seventy-five percent (75%) of the original total figure used to calculate the initial monthly pension benefit. This paragraph shall not apply to employees hired on or after January 1, 2014.

J. The term "COLA" shall mean the yearly Cost of Living Adjustment, contained herein and wherein it is applicable, to either an active or retired bargaining unit member. Said Cost of Living Adjustment shall be based on the CPI-W National or the comparable index used to calculate the cost of living adjustment for past retirees, whichever is greater.

K. The term "Pension Benefit" shall be that amount calculated by multiplying the monthly salary by fifty (50%) percent and then adding any applicable service increments which shall then constitute the firefighters' monthly pension benefit. This benefit shall be supplemented by additional increments currently being paid, one from the pension fund and one from the City in a separate check, including the COLA adjustment payable to retirees as set forth in a grievance resolved in 1999. This paragraph shall not apply to employees hired on or after January 1, 2014.

L. The term "Pension Contribution" shall mean five percent (5%) of the Fire Fighter's base salary, plus longevity pay, plus Holiday Pay, plus overtime pay earned in any calendar year. This paragraph shall not apply to employees hired on or after January 1, 2014.

M. The term "Temporary" contained herein shall mean less than ninety (90) days.

N. The term He or She, contained herein, shall automatically incorporate the opposite gender.

O. The term "Company" contained herein shall mean a designated piece of fire apparatus assigned to a designated Fire Station whose manpower makeup consists of one (1) or more members of the Collective Bargaining agreement who have bid or been temporarily assigned to a job or position on said apparatus. Said bid or temporary assignment shall be in compliance with the language contained herein after.

P. The term "house" contained herein shall mean a permanently designated Fire Station containing one (1) or more pieces of Fire apparatus. i.e., Station No. 1 (also known as Station No. 310) houses Engine Company No. 1 (311), Ladder Truck No. 351, the Assistant Chief's vehicle and the Fire Safety Inspector/Fire Marshal's vehicle. Fire station's No. 2, (320) No. 3 (330) and No. 4 (340) contain Engine Companies No. 2 (312), Engine Company No.3 (313) and Engine Company No. 4 (314) respectively. Furthermore, some of the houses contain Spare Engine Companies, Spare Ladder truck Companies as well as other equipment integral to the operations of the Services provide by the Fire Department.

ARTICLE II - APPLICATION OF AGREEMENT

SECTION 1: AGREEMENT APPLICATION, INTENT, AND PURPOSE

A. It is the intent and purpose of the parties hereto set forth herein, so far as to the same is practical and legal under the Third Class City Code, or any amendment thereto, or other statutory laws of the Commonwealth of Pennsylvania, the agreement between them in respect to rates of pay, hours of work and working conditions and terms of employment of the Fire Fighters of the City of Altoona.

B. This agreement covers only regular full-time Fire Fighters hired pursuant to and in accordance with the applicable provisions of the Firemen's Civil Service Act and the Third Class City Code.

C. The provisions of this Agreement constitute the initial procedure for the processing and settlement of any claim by the firefighters represented by the Union of a violation by the City of the Agreement. As the representative of the firefighters, the Union may process grievances through the grievance procedure in accordance with this agreement or adjust or settle the same.

D. It is a continuing policy of the City and the Union that provisions of this Agreement shall be applied to all firefighters without regard to age, race, color, religious creed, sex, national origin, disability status, or Union membership, Union affiliation, Union Activities and/or the holding of any Union Office.

E. Each party, as a matter of policy, shall encourage the prompt settlement of all problems by mutual agreement at the initial level.

F. It is understood and agreed by and between the parties hereto that this agreement, in its' entirety, has been negotiated and executed in good faith by all parties and that if at any time during or after the term of agreement all or any portion of the agreement shall be determined to be or have been unlawful, all of the parties hereto shall save and hold harmless all of the other parties from any and all liability or any claim which might exist in favor of one of the parties against the other party as the result of such unlawfulness.

G. Any and all existing conditions, remuneration's and benefits at any time granted by agreement or awarded to the firefighters through arbitration, and not herein before discussed or mentioned and not in conflict with the provisions herein set forth, shall be deemed to be continuing and shall remain in full force and effect during the term of this agreement.

SECTION 2: POLICIES AND PROCEDURES

A. Written policies and procedures shall be established, published, and uniformly applied and shall remain in effect until the City changes such policies or procedures in writing. Changes in policies and procedures may be made in the sole discretion of the City. The City shall prepare an official Policy and Procedure Manual and provide the Union with a copy. No provisions of the aforementioned manual shall be in contradiction to or supersede the contract.

B. The City shall meet with the Union and subsequently shall respond, in writing, within twenty (20) days to a written request from the Union for clarification of any policy or procedure.

C. Policies and procedures issued by the City during the term of this collective bargaining agreement shall be copied to the Union.

SECTION 3: OVERTIME POLICY

The City shall provide to the Union, on each payday, a roster showing acceptance, denial and not available responses of those members contacted for overtime within the preceding month. This roster shall show both emergency and regular callback. Each member shall be afforded overtime opportunities in a fair and equitable manner Said overtime opportunities shall be offered in accordance with the policies in place at the signing of this agreement.

ARTICLE III - RECOGNITION OF UNION MEMBERSHIP

SECTION 1: THE UNION AS A REPRESENTATIVE

Subject to the provisions of the Third Class City Code, or any amendment thereto, or other statutory laws of the Commonwealth of Pennsylvania, the City recognizes the Union as the exclusive representative of all Fire Fighters insofar as wages, hours of employment, and other conditions and terms of employment are concerned.

SECTION 2: MAINTENANCE OF MEMBERSHIP

A. Each firefighter who, on the date of this agreement is a member of the Union in good standing, and each firefighter who becomes a member after the date, shall, as a condition of permanent employment, maintain membership in the Union. Each firefighter hired on or after the date of this agreement shall, as a condition of employment commencing on the date that this (their) probationary period expires according to law, acquire and maintain membership in the Union.

B. At the time of his permanent employment, each firefighter may execute an authorization for the check off of union dues or other changes, in a form agreed upon.

SECTION 3: AGENCY FEE

All employees (bargaining unit members) who do not become Union Members after the effective date of this Agreement shall, as a condition of continued employment, pay to the Union each month a service charge as a contribution toward the administration of this agreement, an amount equal to the regular monthly dues and assessments of the Union. Upon failure to pay the charge; the Employer shall discharge the employee when advised by the Union.

ARTICLE IV - JOB CLASSIFICATIONS AND RATES OF PAY

SECTION 1: JOB CLASSIFICATIONS

A. The classifications of the firefighter shall include:

- Assistant Fire Chief
- Fire Marshal (pursuant to PLRB hearing of 10/28/97)
- Fire Safety inspector
- Captain
- Engineer
- First Class firefighter
- Second Class firefighter
- Third Class firefighter
- Fourth Class firefighter
- Fifth Class firefighter

- Probationary firefighter

B. Any firefighter temporarily assigned to a higher classification shall be paid at the hourly rate attributable to said higher classification for such time as he continues to serve in a higher classification. Said assignment(s) shall be made on the basis of seniority and qualifications. Senior employees within the company, and then the house, who are not granted said assignments, may request a reason, in writing, for being denied the assignment. Said request shall be made, in writing, to the Chief or his designee and will be answered by the Chief or his designee within five (5) days of receipt of said request.

C. Rates of pay for firefighters hired subsequent to December 31, 1999, and rates for temporary assignments are contained herein.

D. Any firefighter temporarily or permanently assigned to a lower job classification shall continue to receive the higher salary of his prior job assignment. Said assignment shall be at the sole discretion of the Chief and or his designee. This provision shall not apply to any firefighter who is demoted from a higher classification for cause when the basis of the demotion can be appealed by either party through the Civil Service procedures, or grievance arbitration.

SECTION 2: WAGES

A. Base annual salary rates shall be as set forth below for the duration of this Agreement through December 31, 2021.

B. Firefighter job classifications and rates of pay as of January 1, 2017 through December 31, 2021.

Table 1. Firefighter Pay Rate by Classification.

Job Classification	2017	2018	2019	2020	2021
Fire Marshall	$65,831	$67,148	$68,491	$69,860	$71,258
Asst. Chief and Fire Inspector	$59,158	$60,341	$61,548	$62,779	$64,034
Captain	$55,293	$56,398	$57,526	$58,677	$59,850
Engineer	$53,216	$54,280	$55,366	$56,473	$57,603
Firefighter 1st Class	$51,255	$52,280	$53,325	$54,392	$55,480
Firefighter 2nd Class	$46,129	$47,052	$47,993	$48,953	$49,932
Firefighter 3rd Class	$41,004	$41,824	$42,660	$43,514	$44,384
Firefighter 4th Class	$38,441	$39,210	$39,994	$40,794	$41,610
Firefighter 5th Class	$35,878	$36,596	$37,328	$38,074	$38,836
Probationary Firefighter	$30,753	$31,368	$31,995	$32,635	$33,288

C. The parties agree the hourly rate for the above listed classifications is obtained by dividing the base salary by two thousand one hundred eighty four (2184). Furthermore the parties agree the bi-weekly paycheck total shall be computed by

dividing the base rated by twenty six (26) and then dividing that number by eighty four (84) to establish the bi-weekly base hourly pay rate.

D. All wages for Firefighters shall be based on the percentage of the First Class Firefighter.

Table 2: Adjusted Firefighter Pay Differential

Class of Firefighter	Pay Rate
Second Class Firefighter	90% of 1st Class Firefighter
Third Class Firefighter	80% of 1st Class Firefighter
Fourth Class Firefighter	75% of 1st Class Firefighter
Fifth Class Firefighter	70% of 1st Class Firefighter
Probationary Firefighter	60% of 1st Class Firefighter

SECTION 3: PAY RATES/TEMPORARY ASSIGNMENTS FOR FIREFIGHTERS

A. All firefighters shall be paid at the applicable percentage rate they are in for any temporary vacancies/assignments they are qualified to fill, i.e., a firefighter in the 4th Class firefighter category shall be paid 75% percent of an Engineer's rate or a Captain's rate of pay, provided they are qualified as contained herein.

B. Furthermore, the same percentage rate of pay shall apply to acting out of grade for routine or emergency call out in overtime status.

C. Pay differential percentages shall terminate in any circumstance whatsoever upon a firefighter attaining First Class firefighter status which makes him whole/equal in all aspects to a First Class firefighter.

SECTION 4: PAY RATE INCREASES

A. The pay rate increases shall be those set forth in Section 2 B. above through the term of this Agreement.

SECTION 5: PAYDAYS AND PAY PERIODS

Paydays and pay periods shall be established as follows:

A. The wages and salaries which may become due to Firefighters covered under the terms of this agreement shall be paid every other Friday, during the term of this agreement.

B. All wages for the preceding pay period shall be paid to each Firefighter. There shall be no delayed or deferred payment of wages for such pay periods.

C. Nothing in this article shall prohibit the establishment of any schedule of shorter pay periods and more frequent paydays therefore, however, by the City.

SECTION 6: LONGEVITY

Employees who were receiving longevity pay in 2016 shall receive longevity payments in accordance with the table attached hereto as Attachment "A" and shall be frozen at these levels for the duration of this agreement.

The longevity payment for 2013 was calculated in accordance with the following table:

Table 3. Longevity Increases

Continuous Service Time	**Longevity Pay**
25 + years	10-1/2% of Base Pay
21 - 25 years	8-1/2 % of Base pay
16 – 20 years	6-1/2% of Base Pay
11 – 15 years	4-1/2% of Base Pay
6 – 10 years	2-1/2% of Base Pay

Employees who were not receiving longevity pay as of December 31, 2013 shall not be eligible for longevity pay. Employees hired on or after January 1, 2014 shall not be eligible for longevity pay.

SECTION 7: EFFECTIVE DATE OF FIREFIGHTER PROMOTIONS AND CERTAIN FRINGE BENEFITS

A. The parties are agreed that, assuming all other requirements are met, a Fifth Class firefighter shall be appointed to a Fourth Class firefighter upon completion of his/her one Year (1 year) anniversary date of hire. However, a promotion from Fourth Class firefighter to Third Class firefighter, upon meeting all of the requirements for promotion except time in service, shall occur on January 01, of the year in which the Fire Fighter shall have completed two (2) years of service. Thereafter, assuming all other requirements are met, promotions to Second Class firefighter and First Class firefighter shall occur on January 01 of the next two (2) subsequent years.

B. Longevity and vacation entitlement as provided under this Agreement shall likewise be based on January 01, effective dates, once the first year anniversary date of employment for any firefighter has been completed. For example, if a firefighter was hired on March 30, 1991, he shall be considered to have completed ten (10) years of service for vacation and longevity purposes as of January 01, 2001. As a second example, a firefighter hired on September 01, 2000, shall be considered to have

completed five (5) years of service for vacation and longevity purposes on January 01, 2005. However, this same firefighter will not be considered to have completed his/her one-year anniversary of employment until September 01, 2001.

ARTICLE V - REQUIRED CERTIFICATIONS AND QUALIFICATIONS; WORK ASSIGNMENTS

SECTION 1: FIREFIGHTER QUALIFICATIONS

A. All firefighters hired on or after January 01, 2000, must obtain and maintain the herein listed certifications prior to their assignments to Fire Suppression/Rescue/ EMS Duties. Said certifications shall be obtained at the expense of the City. Obtaining these certifications allows the firefighter to be promoted to 5th Class firefighter upon completing his six-month probationary period.

1. Firefighter 1
2. CPR
3. Emergency Medical Responder
4. Hazmat Operations

B. A 5th Class firefighter hired subsequent to January 1, 2000 shall become a certified Emergency Medical Technician (EMT) and be certified as a Fire Fighter II prior to the expiration of his first (1st) Year assignment to Fire Suppression/Rescue/EMS duties. The time limits may be waived if the appropriate courses are not available in a timely fashion. However, the firefighter shall automatically be advanced to the higher pay grade while awaiting the availability of said courses provided the prescribed time period has been completed. Completion of these courses allows the firefighter to be advanced to 4th Class firefighter.

C. The City shall pay one hundred percent (100%) of the cost of certifications required in any manner whatsoever by the collective bargaining agreement. This includes in-house training as well as requirements needed for promotion. All training outside of the fire department pursued by a firefighter shall be completely at his/her own expense.

D. Certification as a Hazmat technician shall not be required of any Bargaining Unit Member. However, the City shall pay any Bargaining Unit Member a One Hundred Dollar ($100.00) bonus each year that he/she maintains certification as a Haz-Mat Technician, plus the cost of training for the certification, provided the following terms are satisfied:

1. A bargaining unit member must not only possess a Haz-Mat Technician certification, but must also join and maintain membership on the Altoona Fire

Department Hazardous Materials Response Team and comply with all legitimate terms and conditions for such membership. These forms include passing a hazardous material physical examination administered by a licensed physician.

2. A bargaining unit member shall be eligible to join the Haz-Mat Team upon completion of one (1) year of assignment to fire suppression duties. The Fire Chief may deny any bargaining unit member initial or continuing membership on the Haz-Mat Team for just cause only, or the bargaining unit member shall be entitled to the Haz-Mat certification bonus notwithstanding his/her lack of membership on the Haz-Mat Team. Claims by the Fire Department management that a bargaining unit member was denied initial or continuing membership on the Haz-Mat Team for just cause, and therefore is not entitled to the Haz-Mat certification bonus, are subject to appeal through the grievance and arbitration processes set forth in this agreement.

E. Subsequent to the signing date of the Collective Bargaining Agreement the Hazmat bonus shall be payable on the first (1st) payday in January each year of the agreement.

F. The parties agree the Fire Chief or his designee shall have the authority to transfer bargaining unit members from one apparatus to another to ensure each apparatus in service is a QRS certified apparatus. In order to achieve this, the least senior members on the apparatus involved shall be transferred to satisfy the QRS certification.

SECTION 2: ENGINEER/OPERATION OF APPARATUS

A. It shall not be required that members obtain the rank of engineer prior to being promoted to captain.

B. Firefighters hired on or after January 01, 2005, shall not be permitted to operate fire apparatus assigned to emergency responses unless he has been issued a certificate of authorization signed by the fire chief pursuant to the authority granted him under Title 75 of the Pennsylvania Motor Vehicle Code Section 1606.

C. The fire chief shall issue a copy of a list of bargaining unit members certified to operate fire department apparatus to each fire station. The member must demonstrate to the fire chief or his designee a thorough knowledge of streets and addresses in the City of Altoona.

D. A member may NOT drive on emergency responses until off probation.

E. If a member wishes to drive on emergency response, he/she must take and pass the EVOC course as well as Pump Operator I and II.

F. In addition to the above restrictions, such new hires shall not be permitted to "act" out of grade as captains doing Fire/Rescue or EMS assignments for a period of two (2) years following their initial assignment to perform the herein above described duties.

G. The Fire Chief, by virtue of the authority granted him under Title 75 of the Pennsylvania consolidated statutes (Motor Vehicle Code) Section 1606, will issue a certificate of authorization to any present and future members covered by the terms of this Collective Bargaining Agreement. The purpose of said certificate of authorization is to comply with the statutes as written as well as any case law pertaining to the same. Furthermore, it will allow newly hired bargaining unit members permission, under the applicable statutes, to operate any and all apparatus (vehicles) of the Fire Department in order to demonstrate his/her proficiency as a Fire Department apparatus/vehicle operator. The Chief may personally request a demonstration of said proficiency at any time. Additionally a list of authorized Fire Department vehicle operators will be maintained in the fire administration files to maintain a constantly current list.

H. Officers in charge of any piece of equipment may request proof of a valid authorization certificate from the member, or if not available, request in writing from the Chief proof that the member is in fact authorized to operate the apparatus.

I. Officers in charge of any piece of Fire Apparatus may request proof of a valid authorization certificate from the apparatus operator. Should the operator fail to have his certificate in his possession the company officer in charge may request verbal notification by the Chief or his designee that said bargaining unit member in question is on the Fire Department authorization list.

J. A collective Bargaining Unit member who cannot demonstrate proficiency at operating the apparatus shall not be issued an authorization card nor shall he be required to drive/operate the apparatus.

ARTICLE VI - UNIFORMS AND EQUIPMENT

Specific types and quantities of uniform equipment will be determined by the City. The City shall bear all costs involved in purchasing and providing uniforms and equipment for all CBA members. At no time shall a member be required to pay for any uniforms or equipment required for use during the course of his/her duties. Uniforms and other equipment shall be replaced at the expense of the City as needed due to damage or normal wear and tear.

ARTICLE VII - HOLIDAY PAY IN LIEU OF HOLIDAYS

SECTION 1: PAID HOLIDAYS

The City shall provide each bargaining unit firefighter twelve (12) days of pay in lieu of any and all holidays in addition to his/her regular annual rates in and for each calendar year of the parties' agreement provisions. Such payments shall be made on the first City business day in November each such year on a separate check from the regular pay.

SECTION 2: HOLIDAY PAY AFTER SEPARATION

In the event of the retirement, resignation, or death of any bargaining unit Firefighter, all holiday pay he/she has accrued to the date thereof shall be paid to him/her widow(er) or, if none, to his/her estate.

ARTICLE VIII - VACATION

Table 4. Vacation Matrix – applicable to employees hired before 1/1/14:

Years of Service	Total Vacation Days	Total Random Days	Random Days Before April 1st
25 years and over	26	6	2
20 years and over	24	4	0
15-19 years	22	6	2
11-14 years	20	4	0
1-10 years	16	4	0

Table 5. Vacation Matrix – applicable to employees hired on or after 1/1/14:

Years of Service	Total Vacation Days	Total Random Days	Random Days Before April 1st
20 years and over	24	4	0
15-19 years	20	4	0
11-14 years	16	4	0
1-10 years	12	0	0

SECTION 1: VACATION DAYS

A. Firefighters who are eligible to select random vacation days may pick them outside of their regularly chosen vacation periods selected, sometime prior to January 31st of the vacation period for that year. Said selection of the regular vacation selection shall be in accordance with the existing policy as of December 1993. Selection shall comply with the language of the Collective Bargaining Agreement. Selection of the random vacation days shall be in accordance with the language herein, which is agreed upon by the Union and the City. Any future changes in the methodology or language in future vacation selection procedures shall be negotiated between the City and the Union and shall be subject to the grievance procedure contained in the Collective Bargaining Agreement.

B. All members of the collective bargaining unit shall choose their vacation in accordance with the language contained in the Collective Bargaining Agreement. Vacation selection procedures shall not be changed or modified from the methods directed to be carried out by the Chief for choosing 1993 vacations unless a negotiated change is agreed upon by the Union and the City.

C. The Chief (City) agrees to allow two (2) firefighters off on vacation on any platoon/trick for an entire tour subject to the seniority language of the Collective Bargaining Agreement.

D. In addition to C above, the Chief (City) agrees to allow an additional firefighter to be on vacation by using randomly selected vacation days. Said random days may be chosen before January 31st of the vacation year by the seniority selection process and may not be rescheduled unless a third (3rd) vacation spot within the firefighters' platoon/trick is vacant subject to E below.

E. Firefighters who do not select their random vacation days by January 31st of the current vacation year, may select their days at random subject to a twenty-four (24) hour notice to the Assistant Chief on duty. Said random selection of the open third (3rd) position on a platoon/trick shall be granted regardless of the impact on overtime just as if the firefighter had or was entitled to have personal days in lieu of these random vacation days. Firefighters who elect to choose their random days in this manner shall be granted their request on a first come first served basis. Firefighters who do not use any granted Random Vacation days prior to the end of the calendar year forfeit said day(s) with no compensation due from the city, unless the firefighter was unable to use the days due to injury in accordance with Section 6 of this Article.

SECTION 2: SELECTION OF VACATION DATES

Selection of vacation dates shall continue to be permitted on the basis of seniority, within each platoon, from January 01 through December 31, subject to the discretion of the Chief, depending upon the needs of the Department so that the Department can be run in an orderly and efficient manner.

SECTION 3: VACATION PERIOD REASSIGNMENT

Should any scheduled vacation periods of any firefighter become available for reassignment within a platoon due to his/her retirement, death, transfer, or other reasons, said period of vacation weeks shall be subject to seniority picks by other employees in the same platoon subject to the discretion of the Chief and based on the needs of the Department at the time.

SECTION 4: PAYMENTS IN LIEU OF VACATION

In the event of the retirement, resignation, furlough, or death of a firefighter, all vacation time accrued and any overtime pay earned to the time of retirement, resignation, furlough, or death of said Firefighter shall be paid to him/her or his/her widow(er), or if none to the Firefighter's estate.

SECTION 5: PAY IN LIEU OF VACATION UPON FURLOUGH

In addition to paid vacation earned in the preceding calendar year, but not yet used in the then current calendar year, upon furlough a Firefighter shall be paid the equivalent of the total number of working days which represents vacation leave earned in the then current calendar year. Upon return from furlough, the Firefighter shall not be entitled to receive vacation leave until the calendar year following his/her return from furlough. Payment due hereunder shall be made to the furloughed Firefighter the next payday immediately following the date of furlough.

SECTION 6: RIGHT TO RESCHEDULE VACATIONS WHEN INJURED ON DUTY

The right to reschedule vacation will occur when the employee is injured as a result of an on-duty work-related injury that occurs previous to a scheduled vacation. In the event of such an occurrence, a subsequent vacation period shall be granted at the discretion of the Fire Chief, but will not, under any circumstances, extend beyond the calendar year; and any vacation not used prior to year end will not be compensated for unless the employee was injured in the performance of his duties and by reason thereof is temporarily incapacitated from performing his duties or has been receiving benefits under Heart and Lung Act during the vacation period selected and cannot be returned to duty to use his/her accrued vacation time in that calendar year. This is to maintain an uninterrupted flow of benefits due the injured employee and to ensure payment for unused vacation benefits due to said employee.

ARTICLE IX - BEREAVEMENT LEAVE

SECTION 1: BEREAVEMENT LEAVE FOR IMMEDIATE FAMILY

A Firefighter shall be entitled to bereavement leave of three (3) working days in the event of the death of Father, Mother, Father-in-law, Mother-in-law, Brother, Sister, Son, Daughter, Son-in-law, Daughter-in-law, Husband, Wife, or Guardian or any person living in the same household sharing a common roof or common table. However, in no event shall a Firefighter be entitled to bereavement leave beyond three (3) calendar days following the day of the funeral.

SECTION 2: BEREAVEMENT LEAVE FOR EXTENDED FAMILY

A Firefighter shall be entitled to bereavement leave of one (1) working day in the event of the death of a near relative not a member of his household, however, in no even shall a Firefighter be entitled to bereavement leave beyond one (1) calendar day following the day of the funeral.

Table 6. Bereavement Leave of 1 Working Day.

Relative of Firefighter	Relative of Firefighter's Spouse
Grandfather	Grandfather
Grandmother	Grandmother
Grandchild	Niece
Brother-in-law	Nephew
Sister-in-law	
Uncle	
Aunt	
Niece	
Nephew	

ARTICLE X - SICK LEAVE

SECTION 1: SICK LEAVE APPLICATION

A. Beginning January 1, 2014, all Firefighters will earn fifteen (15) sick days per year. These days shall be earned on a pro-rata basis monthly and only when the employee works seventy-five (75%) percent of their scheduled hours that month. (The 75% shall be calculated by including hours actually worked, plus hours paid as vacation leave, compensatory time, personal leave, holidays, jury duty leave and bereavement leave.) Each Firefighter shall be allowed to accumulate a total of one hundred seventy-five (175) days of sick leave. Once a Firefighter has accumulated a total of one hundred seventy-five (175) days of sick leave as of the end of the preceding calendar year, the Firefighter shall be entitled to use his/her annual sick leave of fifteen (15) days for the current year prior to any deduction being made from any sick leave that said Firefighter has previously accumulated. In addition thereto, any unused accumulated days of sick leave shall be paid to a Firefighter, his/her widow, or if none, to his/her estate at the time of retirement, resignation, or death in the amount equal to forty percent (40%) of their daily salary for each day of accumulated sick leave. Any Firefighter that has an accumulation of more than one hundred seventy-five (175) days as of December 31, 2013 shall be entitled to maintain a maximum accumulation of the total number of days accumulated as of December 31, 2013, not to exceed two hundred three (203) days.

B. Upon retirement a Firefighter who is a Union member may elect to take his/her accumulated sick leave in cash in accordance with the current contractual provisions, or in the alternative, he may elect to waive that requirement and in its stead, the City

shall provide the Firefighter and his/her spouse with the same choices of hospitalization, major medical, and prescription plans provided to current employees in the bargaining unit, which shall change from time-to-time and the Firefighter shall be required to pay the same amount as current employees pay for such coverage, which shall change from time-to-time. Coverage will continue until the firefighter is eligible for Medicare.

C. Effective January 1, 2005, bargaining unit members shall work at least five (5) hours of their shift to gain credit for a full day of work. Anything less than five (5) hours of a shift shall result in the bargaining unit member being charged a sick day.

SECTION 2: SICK LEAVE TRADE – IN FOR RETIREES HOSPITALIZATION COVERAGE AND DEFERRALS

A. The option to elect medical coverage shall only be available to Union members who shall have accumulated one hundred two (102) sick days on the date of his/her retirement, and at the election must be eligible for a normal retirement. Bargaining unit members hired on or after January 1, 2005 shall not be eligible for Post Retirement Health Care Coverage.

B. However, in the case of a line of duty disability pension, the extension of medical coverage, identical to that afforded to active members, shall be provided to the member, his spouse, and dependents regardless of age, service, or amount of sick leave accumulation attained at the time said disability pension is awarded.

C. Retirees who opt to trade-in sick leave for hospitalization shall receive the same plan as provided to current employees in the bargaining unit, which shall change from time-to-time and shall be responsible for payment of the same amount as current employees who pay for such coverage, which shall change from time-to-time. Furthermore, any retiree may purchase any of the ancillary coverage programs not herein completely or partially provided for by the City, for him/herself, his/her spouse, or his/her dependents at the existing active group plan rate at his/her sole expense.

D. Prescriptions Drugs are provided through the Qualified High Deductible Health Plan.

E. Retirees who trade-in their sick leave for hospitalization coverage shall be permitted to defer or opt out of their coverage until a later date and time of their choosing. Said choice shall be subject to a thirty (30) day "certified" letter notification by the retiree to the City to begin/reinstate his/her coverage.

F. A retiree who opts out of coverage or defers their coverage may opt back into hospitalization coverage by requesting his/her coverage be re-instated upon submitting in a certified letter to the City, thirty (30) days in advance.

G. In the event that a firefighter should elect to obtain or defer the health insurance benefit upon retirement as set forth above; such firefighter shall nonetheless be entitled to receive upon retirement, the then-prevailing value of twenty percent (20%) of all accumulated sick leave days in excess of one hundred and two days (102) to the maximum number of accumulated sick days provided herein.

SECTION 3: SICK LEAVE ACCRUAL

All First year members of the Altoona City Fire Department shall, at the date of their employment, earn one and one-fourth (1 ¼th) sick days per month. After one (1) full year of employment, he/she shall continue to earn one and one-fourth (1 ¼th) sick days per month until December 31st of that year. At that time, his sick days will be rounded off to the nearest whole number and then he/she shall be accorded sick leave as described herein above.

SECTION 4: SICK LEAVE ABUSE

A. In those instances in which sick leave exceeds four (4) consecutively scheduled work days, it shall be necessary for the employee to present evidence to the Chief showing either injury, hospitalization, physical, or mental illness attended to by a licensed/certified physician or a licensed/certified practitioner of the healing arts.

B. The Standard Operating Procedures of the department set forth a policy, in writing, clearly defining the actions, which are cause for the Chief to suspect sick leave abuse. In those instances when the Chief suspects sick leave abuse, the City, at the sole expense of the employee, may require the employee to present written Medical certification to the City showing treatment attended to by a physician/or practitioner of the healing arts or hospitalization for injury or physical or mental illness, regardless of the number of days absent. Should the employee desire to report to duty prior to obtaining a medical certification, he shall not diminish his sick leave any further from his date of reporting for duty as is stated herein below. Employees who are deemed to be in violation of the said written sick leave abuse policy are subject to reprimand, suspension, and or dismissal, as the case may be, in conformity with State Laws, Civil Service Laws, and City Ordinances pertaining to the same.

SECTION 5: EXTENDED SICK LEAVE

A. If the City decides an employee on extended sick leave should be examined by a licensed/certified Physician or a licensed/certified practitioner of the healing arts who is not on a City designated List of panel providers designated by the City, to verify the employee's physical condition to perform the duties of a Fire Fighter, said examination shall be paid for by the City. "Extended sick leave" for purposes of this Section shall mean sixteen (16) or more consecutive (shifts) tours of duty missed due to non-work related illness or injury. In the event the employee is determined by the City designated physician or practitioner of the healing arts not to be physically or mentally able to return to work, the employee may continue to use his accrued sick leave to the extent available until such time that he is determined able to return to

work. Said decision of the City designated licensed/certified physician or licensed/certified practitioner of the healing arts is subject to the grievance procedure contained herein.

B. In the event the employee is determined able to return to work, any sick leave days used from the date he was determined eligible for work by his personal physician, until he was released by the City's physician or practitioner of the healing arts shall be returned to his accumulated sick leave. In the event the employee did not have sufficient sick leave to cover said period, he shall be paid for those periods he would have worked and was prevented from work until examined by the City's licensed/certified physician or certified licensed Practitioner of the healing arts. In order to be entitled to the above, the employee must provide the City with a Ten-day (10) notice of sick leave exhaustion.

ARTICLE XI - ADJUSTMENT OF GRIEVANCE/PROBLEMS

SECTION 1: OVERVIEW OF GRIEVANCE PROCESS

A. A grievance committee shall be appointed by the Local Union President. The committee is to consist of three (3) Union members. The Local Union President aforesaid shall be permitted to attend all grievance hearings and/or be entitled to fill any temporary vacancies on said grievance committee.

B. Should differences arise between the City and the Union as to the meaning and application of the provisions of this Agreement or with regard to everyday working conditions, every effort shall be made to settle such differences immediately in the manner hereinafter set forth.

C. The procedural steps set forth hereinafter shall constitute a general standard, and nothing herein shall diminish or nullify the rights and benefits granted to Fire Fighters under the Civil Services laws, arbitration laws, or any provision of the Third Class City Code or amendments thereto, or any other laws of the Commonwealth.

D. All grievances and responses under this Article shall be in writing. Bargaining unit members may elect to have processed as a grievance discipline, including suspensions and or terminations, which also can be heard by the Civil Service Commission. The election to have such discipline processed as a grievance shall be irrevocable and constitute a waiver of the right to file an action under the City's Civil Service Ordinance involving the same discipline. Conversely the election to proceed under the Civil Service Ordinance shall constitute a waiver of the right to process the matter as a grievance.

SECTION 2: GRIEVANCE PROCEDURES

STEP 1 - If a firefighter believes he has been grieved, in any manner whatsoever, he/she shall submit it verbally and in writing to the Union's grievance committee within thirty

(30) days from the time he knew or should reasonably have known he had been grieved. The grievance shall be dated and contain the date and actions giving rise to the grievance/complaint. The committee shall contact the Fire Chief and arrange for a meet and discuss fact-finding session to determine the merits of the member's complaint/grievance. Subsequent to that meet and discuss session the grievance committee shall have thirty (30) days to initiate a formal grievance in writing to the Fire Chief. Failure to move the grievance forward, without obtaining a waiver of the time limits, shall void the grievance.

STEP 2 - In the event the grievance is not settled at Step 1, and the firefighter is so notified, verbally and in writing, and wishes to appeal said decision, he shall reduce the same to writing within five (5) days after Step 1 has been completed, present the same to his Union Grievance Committee, who shall present same to the Fire Chief within the thirty (30) day time frame subsequent to the meet and discuss session in a sincere effort to resolve the grievance. The Chief shall answer the grievance within the ten (10) days after he has received said grievance. Failure of the Fire Chief to respond shall automatically grant the relief sought by the Union on behalf of the member.

STEP 3 - If the grievance cannot be resolved to the satisfaction of all parties, and the Fire Chief has complied with the time frame for an answer, then he shall arrange a meeting within ten (10) days or as soon as is reasonably possible, after his prompt reply at STEP 2 with the City Manager and the Grievance Committee and the grieved party, for the purpose of reaching a solution.

STEP 4 - If the grievance is not resolved to the satisfaction of all parties within ten (10) days of its presentation to the City Manager at Step 3, either the City or the Union may appeal to arbitration. A request for arbitration shall be initiated within twenty (20) days after presentation of the grievance to the City manager by serving upon the other party a notice in writing of intent to proceed to arbitration. The notice shall identify the agreement provision in dispute or the issue(s) to be determined, and the employee(s) involved. Upon receipt of a notice requesting arbitration, the parties shall meet and select an arbitrator. If the parties cannot agree upon an arbitrator, within ten (10) days, they shall notify the American Arbitration Association. The American Arbitration Association shall then conduct the case in accordance with its' Voluntary Labor Arbitration Rules.

In order to facilitate an amicable resolution to the complaint/grievance either party may request a waiver or extension of the time parameters as set forth herein above.

A. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue(s) presented and shall confine his decision solely to the application and interpretation of this agreement. The decision or award shall be final and binding.

B. The cost of arbitration shall be shared equally by the City and the Union. Each party shall bear the cost of preparing and presenting its own case.

SECTION 3: ACTING IN BAD FAITH

In the event that the Arbitrator shall determine that either party acted in bad faith with regard to the facts underlying the issues or with regard to the conduct of the proceedings, the Arbitrator is empowered to assess all or a portion of the fees and expenses incurred in the presentation of the case and reasonable attorneys' fees as an element of damage. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date of violation and shall bear an interest rate from that date equal to the six (6) month United States Treasury bill rate, adjusted for each calendar quarter that such remedy is payable, as was in effect from the date that the violation occurred to the date that payment made.

ARTICLE XII - UNION BUSINESS

SECTION 1: UNION DAYS

A. The City will allocate a total twenty (20) days per year to be utilized as paid absence for the purpose of carrying out official duties by any of the following:

1. I.A.F.F., Local No. 299 Union Officials
2. I.A.F.F., Local No. 299 Official Union Designated and Delegates
3. I.A.F.F., Local No. 299 Executive Board

B. Provided that it does not interfere with the operation of the Fire Department, the City shall continue to permit the Union to conduct Union meetings and official business at such time and at such Fire Stations, as the Union shall designate.

C. The allocation of days among the aforesaid shall be at the sole discretion of the Officers of the I.A.F.F., Local No. 299.

D. The Officers of the I.A.F.F., Local 299, agree to notify in advance the Chief or his designee when days pursuant to this Article need to be scheduled in order to provide sufficient time for replacements.

ARTICLE XIII - HOURS OF SERVICE, OVERTIME, LONGEVITY, AND EXCHANGE OF DUTY

SECTION 1: SHIFT SCHEDULE

The hours of work during the term of this agreement shall remain the same. That is a four (4) platoon system with each platoon working four consecutive days consisting of two (2) ten (10)

hour days and (2) fourteen (14) hour nights. Daylight hours are 0700-1700 and night hours are 1700-0700.

SECTION 2: OVERTIME DIFFERENTIAL

A. Each Fire Fighter will work a pre-established work cycle, which shall average forty-two (42) hours per workweek, without built-in overtime for the two (2) hours above forty (40) worked. Nothing whatsoever shall diminish the forty-two (42) hour workweek. The City shall not institute an eight (8) hour workday during the term of this agreement.

B. During the term of this CBA, time and one-half (1 ½) the hourly rate shall be paid in those instances between January 1 and July 31, and the month of December where the seven (7) day workweek exceeds forty-two (42) hours.

C. From August 1 to November 30, bargaining unit members agree to work up to fifty-three (53) hours in a seven (7) day week at their straight time rates before time and one half rates of pay begin.

D. The above paragraphs apply to routine call out in overtime status. The Memorandum of Record, dated December 4, 2014, regarding Emergency Overtime is incorporated herein by this reference as if set forth at length. A true and correct copy of the Memorandum for Record is attached hereto as Attachment "B".

E. Any Fire Fighters temporarily assigned to a higher job classification upon being in overtime status, shall be paid at the hourly overtime rate attributable to said higher classification and tier for such time as he continues to serve in a higher classification in overtime status.

F. Any Fire Fighter temporarily assigned to a lower job classification upon being in overtime status, shall continue to be paid at the hourly overtime rate attributable to the higher salary of his prior job assignment(s).

G. In the event of a call out in overtime status, the actual overtime rate for hours worked, shall be paid at the rate attributable to the classification and tier assignment of, and assigned to, said firefighter, subject to the provisions of Article IV, Sections 1 and 2, whichever is applicable.

H. Any employee who is subpoenaed to court during his/her regular off duty hours in connection with cases involving his/her status as a City of Altoona firefighter, shall be paid at the rate of time and one half (1-1/2) of his regular hourly pay rate for the time actually spent in court, or a minimum of four (4) hours straight time; whichever is greater.

I. Straight time rates shall be paid for time on call at home for all the hours, which are determined by the District Attorney's Office to be "on call" time.

J. Employees subpoenaed to court while on vacation time shall be paid straight time (as if he/she were working) rates for the time spent in court with that vacation time rescheduled as nearly as possible to a different time of their choice.

K. Provided, however, that in any event any Fire Fighter who is subpoenaed to court as a witness in conformity with this Article is paid any court monies, the said witness fee monies shall be returned to the City of Altoona, excluding travel and meal money.

L. The calculation of hours for purposes of determining overtime eligibility shall include only hours actually worked, paid vacation leave, paid holidays, paid personal leave, paid bereavement leave, and paid jury duty. (For example, sick leave and compensatory time will not be included in the calculation of hours for determining overtime eligibility.)

SECTION 3: SHIFT EXCHANGE

A. The Chief and/or Assistant Fire Chief, or in the event of their unavailability, their designee, may grant the request of any two (2) firefighters to exchange days off in accordance with the Fair Labor Standards Act. A firefighter may owe other firefighters up to eight (8) days, and also at the same time, the same firefighter may have up to eight (8) days owed to him. At no time shall a firefighter be allowed to have more than sixteen (16) consecutive working days of exchange.

B. If this request is denied, said firefighters shall receive a reason for denial, in writing, within twenty-four (24) hours upon request.

ARTICLE XIV - FRINGE BENEFITS

SECTION 1: HEALTHCARE BENEFITS

A. Effective January 1, 2017, the base plan of insurance shall be the Highmark Qualified High Deductible PPO Plan (a summary of benefits for the plan is attached hereto)[1]. For 2017, the City shall continue the same dental and vision healthcare plans. Throughout the term of this agreement, the City agrees to provide the bargaining unit members and their dependents with the Highmark Qualified High Deductible PPO Plan or an equivalent or better plan in conjunction with a Health Savings Account (HSA) for eligible employees. Equivalent in this context shall not mean exactly the same but rather shall mean a plan which, when considered as a whole, offers benefits that are comparable to the plan in effect. Any proposed change from the current carrier will require the City to meet, discuss and agree upon said change with the IAFF Local 299 Executive Board.

[1] The current provider allows for employees to choose a comparable plan with the UPMC network and employees shall continue to be eligible to select either the base plan or the UPMC plan so long as the option is available and the employee pays the additional cost, if any, for the UPMC plan.

B. 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 $1,500 for individual coverage and $3,000 for family coverage where family coverage shall be defined as coverage that includes any category other than individual coverage. The City shall pay $850.00 annually of the health insurance deductible for individual coverage and $1,700 annually for family coverage. Any bargaining 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.

C. Effective January 1, 2014, all bargaining unit employees must pay a monthly premium co-payment to maintain health, dental, and vision insurance coverage at the following minimum amounts: seventy-five ($75.00) dollars per month for individual coverage; one hundred thirty ($130.00) dollars per month for parent and child(ren) coverage; one hundred forty ($140.00) dollars per month for husband and wife coverage; and one hundred sixty ($160.00) dollars per month for family coverage. In addition, employees shall share in the increased costs in the monthly contributions, to include any increases that are to become effective on or after January 2015, as follows: (1) the City's increase in its share of the cost of monthly contributions shall be limited to five (5%) percent per year (that is, the City shall be limited to paying a maximum of one hundred five (105%) percent of the total amount the City paid for health, dental, and vision coverage during the prior plan year); (2) employees shall pay any increase in costs of monthly contributions over the five (5%) percent increase up to ten (10%) percent; and (3) the City and Employees shall split equally any increases in the costs of monthly contributions over ten (10%) percent per year. In calculating the five (5%) percent and ten (10%) percent increases, the percentages shall be based on the total amount which would be paid by the City and shall not include required employee contributions. The parties are free to meet in an effort to negotiate changes to the carrier, plan, and/or plan design to reduce the amount of any increase in City health insurance costs with the understanding that the formula set forth above will be applicable in determining the sharing of any costs over the prior year. The annual percentage increases shall be calculated as follows:

- The percentage increase for the upcoming year shall be based on the monthly premiums for the current year (for 2014 these shall be the Community Blue plan premiums);

- The percentage increase shall be based on the portion of the monthly premiums required to be paid by the Employer, and shall not include the portion of the premiums paid by the employees;

- The percentage increase shall be computed using the same census of bargaining unit employees enrolled in each tier (single, employee and dependents) as of September 1 of the current year (or any other date mutually agreed by the parties);

- The actual number of bargaining unit employees enrolled in each tier shall be multiplied by the monthly premium rates for the current year (not including the employee contributions), and then added to compute the total monthly premiums paid by the Employer.

The actual number of bargaining unit employees enrolled in each tier shall be multiplied by the proposed monthly premium rates for the upcoming year (not including the full required employee contributions before offsets for other cost reductions), and then added to compute the total monthly premiums. If the premium increase effective January 1 of the upcoming year is greater than the five (5%) percent, as computed above, then the Employer and the Union shall meet and negotiate changes to the overall plan, such as changes in carrier, deductibles, and co-pays in order to contain the increase in cost to the five (5%) percent maximum. If the parties are able to contain the increase in cost to between five (5%) percent and ten (10%) percent, then the employees shall pay up to the additional five (5%) percent. If the parties are unable to contain the increase in cost to ten (10%) percent, then the parties shall split any increase in costs over ten (10%) percent on a 50/50 basis. Any reasonable proposal from the Union which limits the increase will be agreed to by the Employer.

See chart for methodology for computation and allocation of cost increases, attached hereto as Attachment "C".

D. In calculating the City's increase in its share of the cost of the monthly contributions as required in Paragraph C. above, any costs which must be paid by the City whether as premiums, deductibles, penalties, costs, expenses, taxes, exchanges, or in any other manner, as a result of federal or state statutes and implementing regulations governing health insurance benefits based on the insurance benefits provided by the City and required employee contributions shall be considered a cost to the City in calculating any annual increases. Should such legislation and/or regulations require additional amounts to be paid by the City, the City may recoup such additional amounts and/or avoid the imposition of such additional amounts through either modifications to the health care plan and/or by increased employee contributions such that the City's increase in its share of the cost of monthly contributions is handled consistent with Paragraph C. above. However, if the employer receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax," the employer shall have the right to seek changes to avoid imposition of the tax. In such a case, the employer will give the union written notice of that fact and the parties will immediately meet to negotiate changes to equitably address the imposition of the tax. If no agreement is reached within fourteen (14) days of the employer's written notice to the union regarding this issue, then the parties will proceed to an expedited interest arbitration proceeding in accordance with Act 111. The sole purpose of that expedited arbitration proceeding will be for the arbitration panel to equitably address the exposure to the Cadillac Tax. The decision of the arbitration panel on this issue shall be issued within thirty (30) calendar days of appointment of the neutral arbitrator.

E. The parties have mutually agreed to offset net "credits" for certain additional changes in other provisions of this Agreement as shown on the attached chart (number of holidays paid, number of union business days) for 2017. In computing the City's increased costs from one year to the next, the amount the City will have paid in that year shall be computed as if there were no such offsets or credits in any year. The amounts for the employee contributions used in the calculation for that year shall be the full required employee contributions as if there had been no previous offsets or credits.

F. An employee who waives health insurance coverage shall receive twenty (20%) percent of the savings enjoyed by the City by reason of the waiver. Where both an employee and his/her spouse is employed by the City, each shall receive ten (10%) percent of the savings if each elects individual coverage rather than husband and wife coverage. There shall continue to be no waiver applicable where both a husband and wife are employed by the City and one elects coverage that is applicable to both.

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 purposes 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 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.

G. All bargaining unit members hired on or after January 1, 2005 shall not receive postretirement health insurance coverage. (See Article X, Section 2A.)

SECTION 2: LIFE INSURANCE

The City shall provide, at its expense, a term life insurance policy in the face amount of seventy-five thousand dollars ($75,000) or an amount equivalent to that afforded members of the Altoona Police Department, which shall include double indemnity/accidental death and dismemberment for each firefighter. Bargaining unit members shall be permitted to purchase additional amounts at their own expense through notification to the City and subsequently through payroll deduction with pre-tax dollars if legal. Upon retirement the retiree is permitted to pay for the amount of coverage selected. Said coverage chosen shall reduce in face value by fifty percent (50%) of the original coverage over the first five (5) years of retirement in 10% increments each year; e.g. seventy-five thousand dollars ($75,000) the first year; sixty-seven thousand five-hundred dollars coverage ($67,500) the second year and so on until the face value of the policy is reduced to fifty percent (50%) or thirty-seven thousand five-hundred dollars ($37,500). The retiree shall pay the premium annually in January of each year he elects the coverage to remain in place.

SECTION 3: LIABILITY INSURANCE

The City shall continue to provide full liability protection for each firefighter as required by the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. Section 8541, et seq., when firefighters are performing work assignments required by the City.

SECTION 4: LINE OF DUTY DEATH HEALTHCARE BENEFITS

A. In the event that any bargaining unit member is killed in the line of duty, the City shall continue to provide, or commence providing; healthcare benefits consistent with the benefits provided in the Agreement for Active Full-time firefighters, which shall change from time-to-time, to the deceased firefighter's surviving spouse and children. Such coverage shall continue until they meet the requirements/specifications listed herein:

1. Coverage for the deceased firefighters' children shall terminate when they reach the age of nineteen (19) or terminate their status as full time students, whichever comes later.

2. Coverage for the deceased firefighter's spouse shall terminate when the spouse becomes eligible for Medicare.

SECTION 5: HEALTHCARE BENEFITS VESTING

Bargaining Unit Members shall be permitted to vest their health care insurance benefits after twelve years (12) of service in the same manner provided under the Sick Leave Buyback for health care insurance. However, those bargaining unit members shall not be eligible for health care insurance coverage until they have reached their sixtieth (60th) birthday.

ARTICLE XV - MILITARY LEAVE

SECTION 1: MILITARY SERVICE ACTIVATION

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.

SECTION 2: MILITARY SHIFT EXCHANGE

Collective Bargaining Unit members shall be permitted to trade time to attend work, drills, meetings etc., regardless of monetary gains realized by such a trade.

SECTION 3: MODIFICATION OF AGREEMENT

All existing conditions and past practices not specifically amended under this article shall be deemed to be continuing and in full force and effect for the duration of the agreement or until modified by the parties to the agreement.

ARTICLE XVI - PENSIONS

SECTION 1: PENSION CONTRIBUTIONS

A. Upon implementation of this contract, the City shall "pick up" and pay the member's future contributions to the Firefighters' Pension Fund. The member's gross salary shall be reduced by the full amount of said contribution. The member's contributions which are "picked up" by the City shall be treated in the same manner as contributions made by a member prior to the commencement of the "pick up" program and shall, therefore, be included in "compensation" for the purposes of the Pension Fund's benefit calculation and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The City's contributions to the Firefighters' Pension Fund will be calculated on the full salary of members as set forth in the definitions, i.e., salary, longevity, holiday pay, and all additional overtime and straight time monies before the "pick up" is deducted from the gross salaries afforded by this contract.

B. However, should the method of calculating benefits due under the plan or the present definition of compensation for those benefit calculations be changed by the parties to this agreement for whatsoever reason, the Union shall have the option of severing this implementation.

SECTION 2: LONG-TERM DISABILITY PENSION

A. Any Firefighter who has less than ten (10) years of service and who is totally disabled due to illness, injuries, or mental incapacity not received in the line of duty, and is unable to perform the duties of a Firefighter, shall be entitled to a pension of twenty five percent (25%) of his annual compensation. For illness, injuries, or mental incapacity not received in the line of duty after ten (10) years of service, the compensation shall be fifty percent (50%) of his annual compensation.

B. The disability pension shall be payable to the Firefighter during his lifetime and if he/she shall die, the pension payment that he/she was receiving shall be continued to be paid to his/her spouse if she/he survives or if she/he subsequently dies, then the child or children under the age of 19 years or until such children shall have terminated their status as full time students whichever is later.

SECTION 3: PENSION DEATH BENEFIT INCLUSIONS

The applicable disability language contained in Section 2 above does not include a death benefit nor is it offset by any other type of compensation the Firefighter may receive from any other source whatsoever. Furthermore, the language does not preclude existing or future federal, state, or local statutory benefits payable on account of Firefighter disabilities or death.

SECTION 4: PENSION BY LAWS

A. The current City of Altoona Paid Firemen's Pension Fund Bylaws as of January 1, 1990, shall be amended to reflect the changes adopted in the parties agreement for the contract term 2014-16 and shall be incorporated herein by reference thereto and remain in effect for the duration of this or any other previous agreement unless a negotiated change is agreed upon or awarded to the parties of this agreement.

B. The parties agree that Section 1.01, Board of managers, of said Pension Bylaws shall be changed to provide that a regular designee of the mayor may attend meetings in the absence of the Mayor. The Mayor's designee shall have full voice and vote in the Mayor's absence.

SECTION 5: PENSION SERVICE INCREMENT

A. Each Firefighter who retires shall receive a service increment for years of service beyond the minimum required for retirement by increasing the figure currently utilized in accordance with the current act recently passed by the General Assembly. Said amount is five-hundred (500) dollars. Furthermore, said amount shall be earned in the same time frame as was the increment contained in the previous Act of the General Assembly applying to Cities of the third class providing that such increment does not exceed five hundred (500) dollars per month. Employees hired before January 1, 2014 shall contribute an additional five ($5.00) dollar per month pension contribution toward the cost of this service increment. This benefit shall not be available to any employee hired on or after January 1, 2014.

B. The City, by and through the Altoona Paid Firemen's Pension Fund agrees to pay an additional one-hundred (100) dollars per month to any collective bargaining unit members who retires. Any and all portions of the service increment earned plus the one-hundred (100) dollars shall be paid by the Altoona Paid Firemen's Pension Fund. This benefit shall not be available to any employee hired on or after January 1, 2014.

C. The salary computation used to determine pension benefits shall include overtime worked by the firefighter. Pension benefits of the bargaining unit shall vest after twelve (12) years of service, effective January 01, 1997.

D. Bargaining unit members hired before January 1, 2014 shall pay to the Altoona Paid Firemen's Pension Fund a five percent (5%) contribution on base salary, longevity, holiday pay, and overtime each calendar year earned. Bargaining unit members hired

after January 1, 2014 shall contribute five percent (5%) of base pay only consistent with the provisions set forth below.

SECTION 6: COST OF LIVING ADJUSTMENTS FOR RETIREES

A. Effective January 01, 1996 collective bargaining unit members retiring subsequent to that date shall receive a cost of living adjustment in and for the first year and every subsequent January 1 until the initial rate of retirement benefits reaches seventy-five percent (75%) of the salary computations used to determine the rate of monthly benefits. Said Cost of Living Adjustments shall be based on the existing formula used or the CP-W National index measured from October 01, to October 01 of the previous year, whoever is greater. This benefit shall not apply to employees hired on or after January 1, 2014.

B. Nothing contained in this Collective Bargaining Agreement shall prohibit The Mayor and City Council from awarding an increase to the entire membership or a designated part of the membership of the Altoona Paid Firemen's Pension Fund provided said increase is fair and equitable to the whole or designated part of said membership and is in accordance with applicable Statutes pertaining to those members. Furthermore all parties to this agreement are prohibited from reducing any retiree benefit once that retiree has collected/received the same, subject to the conditions and limitations contained in the Collective Bargaining Agreement at the time of retirement.

SECTION 7: ELIGIBILITY FOR PENSION RETIREMENT

A. The City agrees, upon execution of the Collective Bargaining Agreement, it shall pass an ordinance amending the Altoona Paid Firemen's Pension Fund By laws, incorporated and referenced to herein, to provide that any unit member who has accumulated twenty (20) years of service with the Altoona Fire Dept. shall have the right to retiree regardless of the unit member's age upon reaching/accumulating twenty (20) years of service. This benefit shall not apply to employees hired on or after January 1, 2014.

SECTION 8: EARLY RETIREMENT

The City and Union agree to meet, discuss, and investigate the potential of enabling members vested in the pension plan the option to purchase up to sixty (60) months of pensionable service time in a manner similar to that afforded military veterans under third class city code. If, such action is determined to be illegal, then such action shall be null and void, with both parties held harmless and no other term or condition in this CBA shall be affected. In no event shall any member be allowed to purchase more than sixty (60) months of service, i.e. this provision shall not be combined with military time to exceed five (5) years of service. This provision may be combined with military time to reach five (5) years if the employee has less than five (5) years military time.

SECTION 9: PENSION BENEFITS FOR FIREFIGHTERS HIRED ON OR AFTER JANUARY 1, 2014

The City shall have the right, upon receipt of an actuarial study conducted in accordance with Act 205, to amend the fire pension plan to establish a plan that provides, for employees hired on or after January 1, 2014, with base pension benefits that would include no service increment; no cost of living adjustment; a pension calculation of fifty (50%) percent of base wage; a minimum age requirement of fifty (50) years of age and a minimum service requirement of twenty (20) years of service. Pension contributions shall be established at five (5%) percent of the base salary for these employees.

ARTICLE XVII - HEART & LUNG ACT BENEFITS AND MODIFIED LIGHT DUTY

SECTION 1: HEART & LUNG BENEFITS

In the event that any member of the bargaining unit should become temporarily incapacitated as a result of a work related injury or illness, such individual shall continue to receive his full salary and benefits provided by this agreement for the duration of that incapacitation. Any member who is eligible for or claiming heart and lung benefits under the Heart and Lung Act shall be required to treat with a health care provider specified on a panel of health care providers identified by mutual agreement between the City and Union for such purposes for an initial period of forty-five (45) days following their injury to remain eligible for benefits under the Act.

In the event of an occurrence such as is described in the paragraph above, the City shall pay all reasonable medical and other expenses arising from or relating to such injury or illness.

SECTION 2: ALTERNATIVE EMPLOYMENT WHILE INJURED

The parties agree bargaining unit members in Heart & Lung or Workers' Compensation status due to work related injuries or illnesses shall not be permitted to work at other paid employment during any hours when, absent their injuries or illnesses, they would have been scheduled to work at their City Fire Department employment on their regularly scheduled shifts/hours of duty.

SECTION 3: MODIFIED DUTY

The policy outlined in this section shall apply to all injuries or illnesses incurred by member of the bargaining unit, regardless of whether those injuries or illnesses are work related.

A. An employee is temporarily unable to perform, without restriction or limitation, all duties and responsibilities of his/her position may be required to perform "modified duty" employment responsibilities in strict accordance with the terms of this policy.

B. As used in this Policy, the term "modified duty" shall mean the temporary or part time employment duties and responsibilities of a lesser degree and/or nature than those historically performed by the temporarily disabled employee, but are only of the scope and nature traditionally performed by fully capable members of the bargaining

unit. Such duties shall be performed without requiring the wearing of a uniform shall be non-confrontational in nature, shall be on the same shift as the Fire fighter was working at the time of his injury and shall be consistent with the rank of the injured bargaining unit member. Under no circumstances shall "modified duty" include, in whole or in part, employment duties that are demeaning to the disabled employee, that are unnecessary to the operation of the fire department or the City, or that are intended solely for the purpose of "make work" tasks. The City and the Union shall meet, discuss and agree on specific modified duty activities to be assigned that may be outside the employment duties historically performed by the bargaining unit.

C. The determination of whether, and to the extent to which (if at all), a disabled employee may perform "modified duty" work shall in the first instance be made in writing by the employee's certified/licensed treating physician. If a difference of opinion on that issue exists between the employee's treating physician and a certified/licensed Physician designated by the City, the employee shall submit to an examination by a third certified/licensed physician, the fee of which shall be paid by the City, agreed upon by the parties who will render an opinion as to whether, and the extent to which (if at all), a disabled employee may perform "modified duty" work within the meaning of this Policy. If the parties cannot reach agreement on the identity of the third certified/licensed physician, the certified/licensed treating physician and that physician designated by the City shall be requested to designate a third certified/licensed physician. The decision of the third certified/licensed physician shall be final and binding on all concerned.

D. The City shall identify and describe in any proposed "modified duty" work which it proposes to assign an injured bargaining unit member, including all duties and responsibilities thereof, the hours of work (within the firefighter's assigned shift) and any other salient characteristics thereof. Such descriptions shall be the sole reference utilized by a physician in reaching a determination as to the circumstances, if any, that an employee is eligible for assignment to "modified duty" under this policy.

E. An employee who is performing "modified duty" assignments under this Policy shall, upon prior notice to the Department, be permitted, without loss of pay or benefits, reasonable time during the workday to attend a medical or rehabilitation appointment. Employees who are performing "modified duty" as a result of a non-work related injury or illness shall make every reasonable effort to schedule appointment outside of his/her normal working day shift.

F. The employee shall be required to provide the City with periodic reports from the certified/licensed attending physician describing the extent and anticipated duration of his recuperation and /or rehabilitation.

G. The employee shall never be required or permitted to perform "modified duty" where either the nature of the duties or the physical limitations of the disabled employee would in any manner or degree expose either that employee or any other member of the bargaining unit to danger, or threat of same, of any nature, or where such duties

are performed, or the performance of same, by the disabled employee would violate the contractual rights of any other member of the bargaining unit.

H. Nothing in this Policy shall serve to diminish or in any manner waive the affected employees' rights under any applicable law.

I. Employees who are performing modified duty as a result of a disability incurred in the performance of their duties shall continue for the purposes of taxation to be carried as receiving Heart & Lung Act benefits for the duration of the disability.

J. After an employee has performed "modified duty" for a period of six (6) consecutive months, the City shall have the option of removing him/her from "modified duty. "Modified duty positions are intended to provide a transition period for an employee who is sick (ill) or injured to gradually return to full duties, and not to create permanent positions consisting of only portions of the duties of established bargaining unit positions.

ARTICLE XVIII - PROMOTIONS AND FILLING OF VACANCIES

The eligibility for promotion and merit positions will be determined and conducted under the provisions of the Third Class City Code, as amended, which govern the fire fighter promotions.

ARTICLE XIX - EMPLOYEE PERSONNEL FILES

SECTION 1: RIGHTS AND ACKNOWLEDGMENTS

A. Each bargaining unit employee shall be provided reasonable access to any information contained in his/her personnel file, training file or personal injury file, as provided by Law. Furthermore, each member shall have the opportunity to enter a letter of rebuttal to any charges and remarks contained therein.

B. Each employee shall be notified prior to any new entry into his/her file and all new entries must be signed by both the employee and the person submitting the entry.

C. Signature by the employee shall indicate only acknowledgement of, not agreement with the entry. If the employee refuses to sign, the City shall note the date and time and the Union shall be so notified.

ARTICLE XX - FIRE INSPECTOR/FIRE MARSHAL WORK SCHEDULE

SECTION 1: TERM AND CONDITIONS OF FIRE INSPECTOR/MARSHAL

Specific terms and conditions governing the following classification – Fire Inspector / Fire Marshal – are as follows:

A. That discounting of sick leave, vacation, and daily wage rates is calculated by the same formula as used by other members of the Fire Department. (Not by a twenty-one (21) day month)

B. Any hours worked outside the prescribed normal work cycle be paid for according to the agreed upon overtime policy in Article XIII, Section 2C, of this Agreement. The City shall retain the sole and exclusive right to determine the work schedule.

C. Any and all existing conditions, remunerations and benefits at any time granted by agreement or awarded Fire Fighters through arbitration shall also apply to the above named person / persons.

D. Normal Work Schedule – Fire Inspector/Fire Marshal – Eight (8) uninterrupted hours per day between 07:00---17:00 hrs, Monday through Friday.

E. Provided, however, The Fire Inspector/Fire Marshal shall report to work each and every day and shall receive his holiday(s) pay as provided for other Fire Fighters under the terms if this Agreement; and further provided, that in the event the City Hall Building is closed because of a holiday or any other reason, the Fire Safety Inspector/Fire Marshal shall report for duty at Station No. 1 (310) or any other building designated by the Chief.

F. The Fire Inspector/Fire Marshal shall, at his sole discretion, have the right to take compensatory time off in lieu of overtime. The rate shall be one and one half hours compensatory time for each hour of overtime worked at a time of his choosing.

G. The Fire Inspector/Fire Marshal is a bargaining unit position outside the organizational chart of the fire suppression force and therefore does not have fire ground or operational command unless same is assigned to him by the fire chief or his designee. The Fire Inspector/Fire Marshal shall have no authority over members of the suppression units unless the same is assigned to him by the fire chief or his designee. Furthermore, the Fire Inspector/Fire Marshal shall not in any manner whatsoever be counted as or included in part of the minimum safety manning personnel assigned to an apparatus, shift, or platoon.

ARTICLE XXI - FIRE FIGHTER SAFETY

SECTION 1: SAFETY AND HEALTH COMMITTEE

A. There shall be established and maintained with the Fire Department a labor – management Safety and Health Committee. The Committee shall consist of six (6) member, three (3) of whom shall be appointed by the Union and three (3) of whom shall be appointed by the City, of whom one shall be the Chief of the Department.

B. The Safety and Health Committee shall meet on a regular basis at the call of the Chairman, but in no case shall it meet less than once every three (3) months. Any two (2) members can call for a meeting, by notifying the Chairman in writing, and, the Chairman shall call said meeting within ten (10) working days.

C. The Chairman of the committee shall be rotated on a yearly basis.

D. The charge of the committee shall be to discuss and recommend improvement in tools, apparatus, equipment, operating procedures, and health and/or safety conditions affecting the members of the bargaining unit.

E. Should any proposal made by the Union to the committee effecting employee health or safety not be implemented by the City Manager, the Union may at its option submit them to a hearing before the City Council as the last step.

SECTION 2: SAFETY MANNING

The City shall maintain thirteen (13) Fire Fighters on duty at all times, one of whom shall be the Assistant Chief. The thirteen (13) Fire fighters on duty shall not include non-platoon personnel, non-suppression personnel (Fire Safety Inspector/Fire Marshal) and personnel who are injured on duty and/or work in at light duty positions.

SECTION 3: TWO IN, TWO OUT

The City shall adopt a policy, which dispatches all apparatus and non-suppression bargaining unit members on duty to all alarms and/or reports of alarms; confirmed or unconfirmed structure fires, received in any manner whatsoever by any fire department personnel or the Blair county Emergency 911 center. The City and the Union agree to work toward implementing the recommended OSHA standard of stationing two (2) firefighters outside a structure for every two (2) firefighters inside a structure fighting a fire. Implementing the aforementioned policy moving toward the OSHA standards may not require the City to incur unnecessary overtime costs but is geared, at this time, to insure a minimum of two (2) Firefighters being immediately available in full PPE w/breathing apparatus, and not unnecessarily assigned to other tasks, for rescue of Firefighters working inside the structure.

ARTICLE XXII - MANAGEMENT RIGHTS

All inherent managerial rights, management functions and prerogatives, which the City has not expressly modified or restricted by a specific provision of the agreement, are retained and vested exclusively in the City.

ARTICLE XXIII - DURATION AND RENEWAL OF AGREEMENT

This Agreement shall remain in full force and effect from January 01, 2017 through December 31, 2021, and shall continue in full force and effect, thereafter unless and until terminated, amended or changed as prescribed by Law, and shall be subject to all limitations prescribed by Law. The Agreement is subject to all of the provisions and limitations prescribed by Law governing said Municipality and union Officers and members of said Union.

ARTICLE XXIV - SICK LEAVE INCENTIVE

SECTION 1: ANNUAL SICK LEAVE INCENTIVE

A. Bargaining unit members hired before January 1, 2014 who utilize very low numbers of sick leave days in a calendar year shall be entitled to an additional bonus as follows:

Table 7. Sick Leave Incentive A

Sick Leave Days Utilized	Bonus Amount
0 or 1	$150.00
2	$100.00
3	$50.00

B. "A firefighter must have accumulated one hundred seventy five (175) days of sick leave by the first day of the year in order to be eligible for any sick leave incentive pay. Sick leave accumulated beyond one hundred seventy five (175) days, from January 1st through December 31st shall be paid the first pay date in February of the subsequent year according to the following schedule.

Table 8. Sick Leave Incentive B.

Unused Sick Leave	Incentive Payment
14-15 days	6 days of pay
12-13 days	5 days of pay
10-11 days	4 days of pay

C. Bargaining unit members who retire prior to the required notification contained herein shall receive their sick leave incentive for very low sick leave use and all other monies due them in their termination pay (final check).

D. Members are only eligible to receive incentive "A" or "B", whichever is greater.

ARTICLE XXV - DEFERRED RETIREMENT OPTION PLAN (DROP)

SECTION 1: SUMMARY OF DEFERRED RETIREMENT OPTION PLAN (DROP)

Effective April 1st, 2009, a Retirement Benefit distribution option is available to Members who qualify and voluntarily elect as provide in the Third Class City Code, and the Collective Bargaining Agreement between the City of Altoona and the Altoona Firefighters Local 299 of the International Association of Firefighters. This option will be available for eligible bargaining unit members and shall not affect a Member's eligibility for a City Pension. Additionally, participants in the DROP program are considered to be active firefighters and will continue to be members of the collective bargaining unit, however if while in the DROP program, contractual benefits change which affect retirement, the member already entered into the DROP will abide by the contract language which was in effect at the time he/she entered the DROP. Otherwise, participants in the DROP program are subject to all rights and responsibilities provided by the collective bargaining agreement until no longer performing the duties of firefighter and terminate employment with the City of Altoona.

SECTION 2: ELIGIBILITY

A member must be eligible for normal retirement to be eligible for the DROP. Members eligible to participate in the DROP plan shall include all members hired subsequent to January 1, 2005 who do NOT have the option to buy the post-retirement health care coverage provided by the city with accrued sick leave. Furthermore, any member hired prior to January 1, 2005 may use their accrued sick leave to purchase either post-retirement health care OR buy into the DROP, but not both. In any case, buying into the DROP or post-retirement health care shall mean trading in eighty seven (87) sick days for the option chosen.

SECTION 3: SICK LEAVE

Any employee hired before January 1, 2005 must waive the requirement to be paid for accumulated sick leave, as referenced in Article X, Section 1(A), in order to participate in the DROP. Firefighters must have accumulated eighty-seven (87) sick days to participate in the DROP and be eligible for normal retirement as outlined in Article X, Section 2(A), and will be paid the value of twenty percent of all accumulated sick days in excess of eighty-seven (87) up to the maximum number as outlined in Article X, Section 2(G). For purposes of the DROP, retirement as referenced in Article X, Section 2(G) shall mean termination of service. Termination of service shall mean when the employee is no longer employed as a Firefighter for the City.

SECTION 4: ELECTION TO PARTICIPATE

A. The Member shall make the election by using forms and procedures as prescribed by the Pension Board. Member participating in DROP must establish a date certain upon

which the Member shall resign from service as a City Firefighter. This date certain must be prior to completion of the maximum participation period as set forth below. As a condition of participation in the DROP program, the individual Member acknowledges that the Union and the City shall have no responsibility for the financial impact and/or consequences of a Member's participation in DROP, including but not limited to, the investment of the contents of a Member's DROP account, the performance of any such investments, the Member decision to participate in DROP, or any tax consequences flowing from the DROP participation.

B. Upon deciding to participate in the DROP, a member must submit, on forms provided by the City, all of the following: (a) a binding letter of resignation from regular employment with the City which discloses the member's intent to retire; and (b) a written election to participate in the DROP that details the member's rights and obligations under the DROP and includes an agreement to forgo:

1. Active membership in the pension plan

2. Any growth in the salary base used for calculating the regular retirement benefit

3. Any additional benefit accrual for retirement purposes

SECTION 5: DROP PENSION PAYMENTS

Upon entry into the DROP, a Member's pensionable service, as that term is defined and utilized in the collective bargaining agreement, and the average applicable compensation shall be frozen and his/her pension and retirement payments shall be calculated as if he/she actually retired on the date he/she entered the DROP. The monthly DROP pension payment, plus any applicable COLA, shall be paid to an individual DROP investment account managed by Wells Fargo in their FundSource Program (or comparable mutually agreed upon Program). Wells Fargo shall maintain the account, independent of the City of Altoona.

SECTION 6: INDIVIDUAL DROP INVESTMENT ACCOUNT

A. Each Member shall upon electing to enter the DROP meet with a member of Wells Fargo to establish a FundSource Account (or comparable Account) and select the investment in his/her individual investment account from an array of options as offered by the FundSource Program (or comparable Program). The Third Party will be the party responsible for all investment options and record keeping of all assets transferred to the member's FundSource Account (or comparable Account) from the Pension Fund. All investment and administrative costs incurred with the Third Party shall be charged against the individual DROP investment accounts of the participants.

B. If at any time Wells Fargo is no longer able to provide the Individual Drop Account satisfactorily as described in this agreement, the City and Union agree to select a mutually agreed upon Third Party to administer the Individual Drop Accounts.

SECTION 7: EMPLOYEE CONTRIBUTIONS

Upon entry into the DROP, all City and Employee Contributions to the Firemen's Pension Fund shall cease, with no additional cost to the City.

SECTION 8: PARTICIPATION PERIOD

An eligible Member may participate in the DROP plan for no more than sixty (60) months. At any time up to sixty (60) months the member may terminate his or her employment and enact the payment options with their Individual DROP Account. Once the maximum participation has been achieved, the Member must terminate employment and separate from services.

SECTION 9: DISTRIBUTION OPTIONS

A. Commensurate with DROP participation, a Member shall make an election, on forms designated by Wells Fargo and their FundSource Program, selecting the payout option(s) he/she wishes at the termination of the DROP period. This election may be changed at any time prior to termination. The distribution options are as follows:

1. A full and lump sum distribution.
2. Rollover to another qualified retirement plan (as permitted by law) or to an IRA.
3. Purchase of an annuity.
4. Keep the monies in the individual DROP investment account. Monies kept in the individual DROP Investment Account may be withdrawn in any manner desired by the Member.
5. Any other distribution provided by the Third Party Administrator or any manner permitted by law.

B. As with the decision to participate in the DROP program, the City and the Union assume no responsibility for the consequences of the rollover election made by a participating Member, including tax consequences and issues of the legality of a rollover, of the manner of distribution which a Member selects for the distribution and the individual DROP participants agree to hold the City and the Union harmless for any consequences flowing from the Member's receipt of a full or partial distribution of the contents of the Member's DROP account.

SECTION 10: BENEFICIARY DESIGNATION

Commensurate with DROP participation, a Member shall make an election, on forms designated by Wells Fargo, designating the beneficiary or beneficiaries he/she wishes to receive the monies in his/her individual DROP Investment Account in the event of his/her death before all monies have been distributed.

SECTION 11: DISABILITY

A. A member who becomes permanently disabled during the DROP period shall be retired from service and, thereafter, shall revert to his/her normal pension retirement pension. He will directly receive those pension payments, which were being deposited into his/her DROP investment account. The participant will then have access to the distribution from his/her DROP investment account.

B. If a Member becomes temporarily disabled during his/her participation in DROP, the time period while on disability counts toward the sixty (60) month participation limit. During such period of temporary disability, a Member shall receive disability pay in the same amounts as disabled firefighters that are not participating in DROP. In no event shall a Member on temporary disability have the ability to draw from the DROP Account.

C. However, notwithstanding any other provision in this Paragraph, if a Member is disabled and has not returned to work as of the date of his required retirement, then such retirement shall take precedence over all other provisions herein and said Member shall immediately resign.

SECTION 12: COST OF MANAGEMENT FOR DROP PROGRAM

The Firefighter, the Union and the City agree that any cost or fees associated with the management and/or Administration or the DROP accounts shall be paid directly from the Individual Drop Account and not by the City.

SECTION 13: MUNICIPAL PENSION COSTS

In expressing the normal cost and administrative expense requirements as a dollar amount under Section 202(b)(2) of Act 205, the City shall exclude the compensation of all DROP participants from the payroll of the active membership of the pension plan. For purposes of computing and reporting the applicable number of units under Section 402(e) of Act 205, a Drop participant shall not be reported to the Auditor General as an active employee.

SECTION 14: AMENDMENT

Any amendment to the DROP Plan shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in

their deferred retirement option accounts. The DROP Plan may only be amended upon a written instrument, not by any oral agreement or past practice. The firefighters, the Union and the City recognize the possibility that the General Assembly (Commonwealth of Pennsylvania) may enact statutes containing definitions and/or requirements impacting the method and manner by which municipal DROP plans are maintained. The firefighters, the Union and the City agree to act promptly and in good faith to amend this DROP plan to ensure compliance with Act 205 and any other applicable law.

SECTION 15: INTERPRETATION AND RIGHTS

The terms of the DROP shall be interpreted under the laws of the Commonwealth of Pennsylvania. Participation in the DROP program does not create any separate entitlement to employment. In addition, nothing provided hereunder shall be construed as a change to the parties practice of calculating pensionable compensation, and except for the ability to establish a DROP Account and participate in the DROP Program, nothing herein is intended to create new pension benefits of any kind which did not exist as of December 31, 2007.

The establishment of the DROP through collective bargaining and/or any individuals election to participate in the DROP is not intended to change any existing procedure or practice between the Union and the City or individual firefighters and the City and the current rights and obligations of all parties shall remain unchanged, except as modified by this Agreement for those individual Firefighters who elect to participate in the DROP program.

SECTION 16: AGREEMENT

The City of Altoona (the city) and the International Association of Fire Fighters Local No. 299 (the union), by signature of their respective representatives, do hereby agree to the terms and conditions herein outlined.

ARTICLE XXVI - FIRE INSPECTION AND PROPERTY MAINTENANCE/CODE SERVICES

The Union and Fire Department Management shall meet to discuss members performing fire inspection and property maintenance/code services. It is understood and agreed that this work would not be exclusive to IAFF and would be subject to assignment to members of the Department in the sole discretion of management.

SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

This 14th day of June 2017.

CITY OF ALTOONA

City Manager
Marla Marcinko

Personnel Director
Omar Strohm

City Clerk
Linda Rickens

IAFF Local 299

President
Patrick N. Miller

Secretary/Treasurer
Shawn Patosky

Vice President
Timothy Kleiner

Executive Board Member
Kenneth Over

Executive Board Member
Brad Ruport

Seal of the City of Altoona

Seal of the International Association of Fire Fighters Local #299

{DocNo=00469701.1 }

ATTACHMENT A

NAME	Date of Hire	2017 Longevity Percent	2017 Longevity $ Amount
ASSISTANT CHIEFS			
Scott Douglas	05/01/87	10.5%	6,211.57
Ed Barstow	04/01/92	10.5%	6,211.57
Matthew Detrich	02/01/96	8.5%	5,028.42
Daniel Drumm	03/13/00	6.5%	3,845.26
FIRE INSPECTOR			
Tim Hughes	02/01/96	8.5%	5,028.42
CAPTAINS			
Timothy Wesner	11/16/73	10.5%	5,805.72
Kirk Mitchell	09/02/95	8.5%	4,699.87
Trent Miller	02/01/96	8.5%	4,699.87
Terry Alwine	02/01/96	8.5%	4,699.87
Robert Chathams	02/01/96	8.5%	4,699.87
James Campbell	03/23/98	6.5%	3,594.02
Eric Swank	09/07/98	6.5%	3,594.02
Thomas Maurer	03/15/99	6.5%	3,594.02
Steven Osmolinski	03/13/00	6.5%	3,594.02
James Reed	03/13/00	6.5%	3,594.02
Steven Shilling	03/13/00	6.5%	3,594.02
Joseph Hoff	03/13/00	6.5%	3,594.02
Nicholas Wuckovich	03/08/04	4.5%	2,488.17
Adam Free	03/14/05	4.5%	2,488.17
Kelly Dilling	03/14/05	4.5%	2,488.17
Michael Falchini	02/13/06	4.5%	2,488.17
Christopher Dalby	02/13/06	4.5%	2,488.17
Curtis Bopp	02/13/06	4.5%	2,488.17
Michael Hawksworth	02/13/06	4.5%	2,488.17
Cameron Sunderland	03/03/08	2.5%	1,382.31
ENGINEERS			
Timothy Kleiner	05/16/87	10.5%	5,587.68
Kenneth Over	05/24/93	8.5%	4,523.36
Kelly Wehersbee	09/02/95	8.5%	4,523.36
Timothy Battisti	02/01/96	8.5%	4,523.36
Charles Andros	09/07/98	6.5%	3,459.04
Lance Johnson	03/13/00	6.5%	3,459.04
Paul Cunningham	06/20/04	4.5%	2,394.72

NAME	Date of Hire	2017 Longevity Percent	2017 Longevity $ Amount
Shawn Patosky	10/26/04	4.5%	2,394.72
Ralph Lee	10/26/04	4.5%	2,394.72
Eric Kowalski	03/14/05	4.5%	2,394.72
Mark Mitchell	03/14/05	4.5%	2,394.72
Brandon Nicodemus	03/14/05	4.5%	2,394.72
Brad Rupert	03/14/05	4.5%	2,394.72
Joshua Link	02/13/06	4.5%	2,394.72
Matthew Kennedy	02/13/06	4.5%	2,394.72
Jeffrey Hall	02/13/06	4.5%	2,394.72
Patrick Miller	02/13/06	4.5%	2,394.72
Ben Parrish	03/03/08	2.5%	1,330.40
Steven Milliron	02/04/13	0.0%	-
FIRST CLASS			
Glenn Campbell	02/13/06	4.5%	2,306.47
Bryson Peterman	08/27/07	4.5%	2,306.47
Ben Barstow	12/20/12	2.5%	1,281.37
John Brown	12/20/12	2.5%	1,281.37
Brian Caldwell 2nd cl 2016	04/09/13	0.0%	-
Jonathan Ravel 2nd cl 2016	11/12/13	0.0%	-
Brandon Beers 2nd cl 2016	11/12/13	0.0%	-
Shawn Daughenbaugh 2nd cl 2016	11/12/13	0.0%	-
SECOND CLASS 90% of 1st class			
Brad Clark 3rd cl 2016	02/03/14	0.0%	-
Christopher Martin 3rd cl 2016	02/03/14	0.0%	-
Brandon McElhinny 3rd cl 2016	02/03/14	0.0%	-
Justin Smithmyer 3rd cl 2016	02/03/14	0.0%	-
Daniel Chestnut 3rd cl 2016	03/24/14	0.0%	-
THIRD CLASS 80% of 1st class			
Randall Katich 4th cl 2016	03/16/15	0.0%	-
FOURTH CLASS 75% 1st class on anniversary			
Brian Morrow 5th cl 2016	03/14/16	0.0%	-
		0.0%	-
Patrick M. Miller 5th cl 2016	03/14/16	0.0%	-

CITY OF ALTOONA

FIRE ADMINISTRATION
1319 WASHINGTON AVE
ALTOONA, PA 16601-3139
TEL: (814) 949-2220
FAX: (814) 949-2245

TIMOTHY M. HILEMAN
FIRE CHIEF

FIRE DEPARTMENT

Memorandum for Record

From: Timothy M. Hileman, Fire Chief
Date: December 4, 2014
Subject: Agreement with IAFF Local 299 regarding Emergency Overtime

The purpose of this memorandum is to document the agreement reached between the IAFF Local 299 and Fire Administration regarding the Emergency Overtime procedure. As of today, all emergency call outs will be considered overtime that will be paid at a rate of one and one half times the applicable rate agreed to in the collective bargaining unit for Classification and Rates of Pay. This procedure reflects no change in past practice prior to the current collective bargaining agreement language pertaining to emergency overtime. As part of this agreement the Local agrees to the additional language in the Department Standard Operations Procedure titled Emergency Callout Procedure and dated December 2014.

The SOP adds the following language mutually agreed upon by both parties.

In an attempt to maximize participation for Emergency Call Outs, the following procedure is put into place:

If a firefighter refuses to respond on an emergency call back after being contacted by the Call Back System on three consecutive instances, the Chief or his designee can charge the firefighter one sick day.

Enclosure
Cc: Peter Marshall, Interim City Manager
Omar Strohm, Personnel Director

ATTACHMENT B

PURPOSE: To establish guidelines for the Emergency Call Back Procedure for Emergency Operations

I. GENERAL PROCEDURES

A. In the event of the need for additional manpower at an emergency scene, the Chief or his designee will call back personnel via the electronic notification system.

B. Each member of the Fire Department shall provide Fire Administration a primary and alternate telephone number for the call back system

C. The Officer assigned to call back firefighters will contact an off-duty shift via the call back system in an effort to gain the number of personnel required as quickly as possible.

D. The call back officer will only recall the amount of personnel requested by the Incident Commander. As a general rule, each Alarm will require 8 to 10 personnel

II. RAPID NOTIFY PROCEDURES

A. Once a call from the Rapid Notify system is received by the firefighter, the firefighter should follow the prompts and answer the questions.

a. Are you available?
b. If yes, the amount of time to respond.
   i. Response time should be based upon the amount of time it will take to get to the station in which the firefighter's gear is currently stored.

B. Once a firefighter has completed the prompts stating that they are available to respond, they will be contacted by the Call Back Officer. The Call Back Officer will then give direction as to crew and apparatus assignments

C. If the firefighter does not receive the prompts, or if something should malfunction with the system, the firefighter should call the number located on the Caller ID to get further instructions. This number is the phone of the Officer assigned to call back firefighters

III. EMERGENCY CALL BACK PARTICIPATION

In an attempt to maximize participation for Emergency Call Outs, the following procedure is put into place:

If a firefighter refuses to respond on an emergency call back after being contacted by the Call Back System on three consecutive instances, the Chief or his designee can charge the firefighter one sick day.

ATTACHMENT C

CITY OF ALTOONA IAFF
HEALTHCARE CHART 2017

	A	B	C	D	E	F	G	H
356								
357	*Employee Contributions 2017*							
358			Prior year per month per Employee (before offsets)	Option 1 New Additional per month per Employee	Option 1 New Total per month per Employee	New Total per month all Employees	Total per month all Employees prior year	Difference per month from prior year
359	Single	13	$ 76.00		$ 76.00	$ 988.00	$ 988.00	$ -
360	Parent and child	3	$ 168.00		$ 168.00	$ 504.00	$ 504.00	$ -
361	Parent and children	2	$ 173.00		$ 173.00	$ 346.00	$ 346.00	$ -
362	Husband and wife	7	$ 186.00		$ 186.00	$ 1,302.00	$ 1,302.00	$ -
363	Family	23	$ 215.00		$ 215.00	$ 4,945.00	$ 4,945.00	$ -
364	***Total***	48				***$ 8,085.00***	***$ 8,085.00***	***$ -***
365	**Total Annual Employee Contributions**					**$ 97,020.00**	**$ 97,020.00**	**$ -**
366								
367	***These numbers in green highlighted cells (G198 and H213) must match***							
368	*Must change green font numbers in column D so these numbers match*							
369								

CITY OF ALTOONA IAFF

HEALTHCARE CHART 2017

	A	B	C	D	E	F	G	H
370								
371	*Total Required employee contributions for 2017*					*$ 97,020.00*		
372	*Credit carried forward from additional cost reductions 2014 - 2016*					*$ 17,027.12*		
373	*Required employee contributions for 2017 after applying credit*					*$ 79,992.88*		
374	**** Should be minimum of 10% of premiums per WF10***							
375								
376								
377	***Recalculation of 2017 Employee contributions after offsets for other CBA cost reduction changes***							
378				**2017 Renewal Total per month per Employee**	**2017 Renewal Total per month all Employees**	**Revised total per month per Employee after offsets 2017 only (no further offsets)***	**Revised total per month all Employees 2017 only**	
379	Single	13		$ 76.00	$ 988.00	**$ 75.00**	$ 975.00	
380	Parent and child	3		$ 168.00	$ 504.00	**$ 130.00**	$ 390.00	
381	Parent and children	2		$ 173.00	$ 346.00	**$ 130.00**	$ 260.00	
382	Husband and wife	7		$ 186.00	$ 1,302.00	**$ 140.00**	$ 980.00	
383	Family	23		$ 215.00	$ 4,945.00	**$ 160.00**	$ 3,680.00	
384	***Total***	48			**$ 8,085.00**		**$ 6,285.00**	
385	**Annual**				**$ 97,020.00**		**$ 75,420.00**	
386	*Purple highlighted cells (F232 and G244) must match, min 10%*							
387	*Must change column F so numbers match*							
388	***Additional amounts needed for 2017, if not waived***						*$ (4,573)*	
389								