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AGREEMENT

between

CITY OF ALTOONA

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, DISTRICT COUNCIL #83, LOCAL #2188

January 1, 2011 to December 31, 2013

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PREAMBLE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships, subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the City and the Union are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The City and the Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations and establishing procedures to provide for the protection of the rights of the City and its employees and to insure to the public orderly and uninterrupted services.

ARTICLE I

RECOGNITION

Section 1: The City of Altoona, a Municipal Corporation situated in the County of Blair and Commonwealth of Pennsylvania, maintaining its principal office at City Hall, Altoona, Pennsylvania, 16601, hereinafter referred to as the "City," pursuant to Section 606 of the Public Employee Relations Act, Number 195, hereby recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, maintaining its principal office at 161 Patchway Road, Duncansville, Pennsylvania 16635, hereinafter referred to as "Union," as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

Section 2: The term "employee," when used in this Agreement, refers only to those persons encompassed within the classifications of the bargaining

unit. Excluded from the Union's bargaining unit are all confidential employees, management level employees and guards as defined in Act 195. The bargaining unit encompassed by this Agreement shall be as follows:

Unit 1: Maintenance – PERA-R-1197-C

Unit 2: Clerical and Code Enforcement – PERA-R-6601-C

Unit 3: Engineering – PERA-R-9099-C

Unit 4: Electrical – PERA-R-9099-C

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

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

Section 4: No Discrimination. Both the City and the Union agree not to discriminate against any employee on the basis of race, color, religion, sex, national origin, age, non-job related handicap or disability, political affiliation, union affiliation or the proper exercise by any employee of his/her rights guaranteed by Act 195.

ARTICLE II

MANAGEMENT RIGHTS

Section 1: Except as expressly limited by the Third Class City Code, other relevant statutes and codes or provisions of this Agreement, and reserving unto the City any and all management rights which by law may not

be bargainable, the City shall have and retain all other managerial responsibilities which shall include, but not be limited to: the right to determine the policies of the City; the right to establish reasonable rules and regulations; to establish, amend or modify an overall budget; to establish, combine or abolish job classifications; to reprimand, suspend, discharge for just cause or otherwise relieve employees from duty for lack of work or other reasons; to hire, lay off, recall and to assign work to such employees and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

The listing of specific rights in this Agreement is not intended to be nor shall it be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein.

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

ARTICLE III

UNION SECURITY AND DUES CHECKOFF

Section 1: Any employee in Sub-unit 1 who, on January 1, 1969, was a member of the Union or who joined the Union thereafter shall, as a condition of continued employment, maintain his/her membership in the Union. Any employee hired on or after execution of this Agreement shall, as a condition of continued employment, join and maintain his/her membership in the Union no later than thirty (30) days following his/her date of hire. Nothing in this provision shall be construed to compel, obligate or bind any employee who was not a member of the Union prior to January 1, 1969.

Section 2: All employees covered in Sub-units 2, 3, and 4 shall be covered under the following Union security:

A. Any employee who, on the effective date of this Agreement, has joined the Union or who joins the Union in the future must remain a member for the duration of this Agreement with the proviso that any such employee may resign from the Union as defined in Act 195, Maintenance of Membership, and in accordance with the following procedures:

(1) The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 83, AFSCME, AFL-CIO, and a copy of the letter to the City. The official membership card must accompany the letter of resignation.

(2) The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking checkoff authorization.

B. The Employer further agrees to deduct a Fair Share Fee bi-weekly from all employees in the bargaining unit who are not members of the Union. Authorization from non-members to deduct Fair Share Fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

Section 3: The City agrees to deduct regular initiation fees and current monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the District Council Office of the Union not later than ten (10) days after said deductions are made.

Section 4: The Union shall indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action arising out of or resulting from the implementation of this article.

ARTICLE IV

UNION PRIVILEGES

Section 1: No Union member or representative shall solicit members, engage in organizational work or participate in other Union activities during working hours on the Employer's premises.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the City's Personnel Director or designated representative. Any additional costs involved in such use must be paid for by the Union.

Local Union Officers and Stewards shall be permitted to investigate and discuss grievances during working hours on the City's premises if authorization is given by the Personnel Director or a designated representative.

The Union Officers or Stewards may request from their immediate supervisor, reasonable time off from regular duties to process such grievance. The City will provide a reasonable number of employees with time off without loss of pay, if required as part of an investigation.

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

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

Section 4: Union officials of Local #2188 who have been duly elected and/or appointed to serve as delegate(s) to convention(s) shall be granted time off with pay for a total period of time not to exceed twenty (20) days. Twenty (20) days is the total allocation per year to be used by Local #2188.

ARTICLE V

HOURS OF WORK AND OVERTIME

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

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

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

Section 4:

A. The work shift shall consist of eight (8) work hours within a work day interrupted by a paid fifteen (15) minute rest period. The regular work week shall consist of five (5) consecutive days, Monday through Friday. The regular hours of work for any shift shall be consecutive except that they shall be interrupted by a paid meal period.

   1. Employees who have historically worked other than a Monday through Friday schedule, including but not limited to Night Watchmen, shall continue to follow such schedules as their regular work weeks notwithstanding A. above.

B. Where changes in schedule are to be made by the Employer or where schedules are to be adopted for new Programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

Section 5: Work schedules showing the normal work days and hours shall be posted on appropriate bulletin boards. Except for emergencies, changes in work schedules will be posted two (2) weeks in advance of its implementation.

Section 6: All employees shall receive time and one-half their regular

hourly rate of pay for all hours worked in excess of forty (40) hours in the defined work week.

A. The City shall distribute overtime equally to employees working within the same department and job classification, on a rotating basis. The City shall distribute overtime as per local agreements between the City and the Union for each City Department.

B. A record of overtime opportunities offered to each employee shall be posted on each department bulletin board on a monthly basis.

C. Employees shall have the option of requesting compensatory time off in lieu of overtime pay. Compensatory time shall be earned and paid on the same basis, i.e., one hour of work at time and one-half is equal to one hour and a half of time off. Compensatory time may not be earned without the written authorization of the employee's immediate supervisor. Such authorization shall be dated, shall state the amount of compensatory time earned and when it was earned, and be signed by the employee and the supervisor with each retaining an original signed copy.

(1) Compensatory time may be accumulated up to a maximum of <u>one-hundred-twenty (120)</u> hours at any given point of time. Once employees have accumulated <u>one-hundred-twenty (120)</u> hours of compensatory time, they must be paid for any additional overtime worked.

(2) Employees wishing to use compensatory time must request the time off at least two (2) days in advance of

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

(3) Employees must schedule and use their compensatory time off within one hundred twenty (120) days following the date that the time was earned. The scheduling of compensatory time off is subject to the approval of the employee's Department Director. Employees may schedule compensatory time off beyond the one hundred twenty (120) day limit only with the written permission of their Department Director, or if they are prevented by their Department Directors from scheduling the compensatory time off within the time limit.

(4) Compensatory time off may not be earned in less than one-hour increments. Fractions of hours of worked overtime must be compensated by paying the employee at time and one-half his/her hourly pay rate.

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

Section 8: Any employee who is called in to work at a time when he/she is not regularly scheduled shall receive a minimum of three (3) hours

of work at one and one-half (1-1/2) times his/her regular hourly rate of pay or payment in lieu thereof.

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

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

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

Section 10: Hours in compensable status shall be regarded as hours worked for the purpose of calculating overtime payment.

ARTICLE VI

SENIORITY/PROBATIONARY PERIOD

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

A. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his/her rights to seniority shall cease upon the following occurrences. In addition, in the event of any of the following

occurrences, the employee's employment relationship with the City shall formally be terminated if that has not already occurred:

1. Voluntary quit;
2. Discharge for just cause;
3. When recalled after layoff, upon his/her failure to return to work within a period of forty-eight (48) hours after the employee has received notification by certified mail to so return, provided, however, if the employee notifies the City within the said period that he/she is not immediately available for work but wishes to remain on the seniority list, the City may, at its discretion, grant an extension. The City agrees to notify the Union of any such extension and the reason(s) for same;
4. Layoffs in excess of twenty-four (24) months;
5. Inability of the employee to return to work after any time-off injury or illness, whether such injury or illness is incurred on or off the job, within eighteen (18) months of the date the injury or illness caused the employee to start missing work.
6. Upon retirement.

B. When an employee whose continuous service has been broken by any of the above-listed causes is again hired, he/she shall begin as a new employee of the City.

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

Section 3:

A. All newly hired employees shall be considered probationary employees for a period of six (6) months from the beginning of their employment. During this probationary period, newly hired employees shall have no seniority, and they may be summarily dismissed within said six (6) month period from the date of employment at the sole discretion of the City. Such dismissal shall not be subject to the grievance procedure defined herein. If such employee is retained beyond the six (6) month probationary period, he/she shall thereafter be classified as a regular employee. The six (6) month probationary period may be extended only upon agreement between the City and the Union.

B. Notwithstanding the above, after thirty (30) days of employment new employees shall be entitled to all fringe benefits provided under this Agreement.

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

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

Section 6: Employees who are presently in the Meet and Discuss Unit who have worked in bargaining units 1, 2, 3, or 4, as per Article 1, Section 2,

shall retain seniority in said units for bumping purposes in cases of layoff subject to Article VII requirements.

ARTICLE VII

LAYOFF

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

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

Section 3: For employees having the same job classifications, layoffs shall be in the inverse order of seniority.

Section 4: An employee scheduled for a layoff has the right to apply for, and shall be eligible for, the position which is occupied by the employee in the same or lower-rated job classification with the next less seniority. However, the senior employee must have the qualifications, skills and ability to perform the job. The "bump" must first be made within the same classification and within the affected department. If this is not possible, the bump must be made within the same classification outside the affected department; then, within the same pay grade, first within, and then outside the affected department; finally, within lower rated classifications, first within and then outside the affected department. The next less senior employee who is removed from the department is eligible to exercise his/her seniority and

bump the next less senior employee in another Department in the same or lower-rated job classification, provided he/she possesses the qualifications, skills and ability to perform the work.

Example 1: A pay grade 6 Clerical Associate III in the Inspections Department with 10 years of seniority is given a notice of furlough. There are other, less senior pay grade 6 employees in the Inspections Department, but no other Clerical Associate IIIs. However, the next less senior Clerical Associate III is in the Public Works Department. The Clerical Associate III in Inspections must bump the next less senior person outside her department in her classification: a Clerical Associate III in Public Works.

Example 2: Same facts as above, except there is also one other Clerical Associate III in Inspections who has less seniority than the Clerical Associate III who has received the furlough notice. The Clerical Associate III who received the notice must first bump within the same classification within her department: the less senior Clerical Associate III in Inspections.

Example 3: Same facts as above in Example 2. The Clerical Associate III in Inspections who was bumped is the least senior Clerical Associate III in the City. However, there are less senior employees in the same pay grade in other classifications both within and outside the Inspections Department. The Clerical Associate III in Inspections who was herself bumped must bump the next less senior employee in the same pay grade within her Department, assuming she has the qualifications, skills and ability to perform that job. If she does not, she must bump the next less senior employee outside her department in the same pay grade whose job she is qualified and able to perform.

Example 4: Same facts as Example 3 above, but the bumped Clerical Associate III in Inspections does not have the qualifications to perform any other job in her pay grade, in or out of her department. She must now bump the next less senior employee in her department who is in the next lowest pay grade if she is qualified and able to perform the job. If not, she must bump the next less senior employee in the same pay grade outside of her department, if she is qualified and able to perform that job. If there are no employees in the same pay grade in or out of her department who are less senior and/or whose jobs she can perform, the Clerical Associate III must attempt to bump a position in the next lower pay grade, and so on down to the lowest pay grade. If there are no jobs at the same or lower classification, in or out of her department, which she is able to bump into based on seniority and qualifications, the Clerical Associate III will be furloughed.

Section 5: Employees shall be recalled in the reverse order of layoff on the basis of need and to positions for which they are determined qualified.

ARTICLE VIII

VACANCIES

Section 1: Posting of Vacancies. When a vacancy occurs in the bargaining unit, if the City decides to fill said vacancy, a notice of such vacancy shall be posted for three (3) work days. The City may temporarily fill the vacancy pending selection of a successful applicant. The City and the Union discourage the costly practice of indiscriminate bidding for individual convenience or temporary advantage. More specific details concerning the posting procedure are as follow:

A. Whenever it is determined that the City will be filling a vacancy

within the rank and file bargaining unit, a "Notice of Job Vacancy" form will be posted in the Personnel Office, on each floor of City Hall, at the Highway Yard, at the Planning Office, and at the EMA office. A blank copy of this form is attached as Exhibit "A" to Appendix "A," "Job Bidding Procedure," of this Agreement.

B. The "Notice of Job Vacancy" form for a position shall be posted for three (3) work days.

C. Any employee interested in bidding for a posted position must submit in writing the following information: (1) the job title of the position being bid on; (2) the employee's name (printed); (3) the employee's signature; and (4) the date at the time the form is being turned in. Employees bidding on a job may either write up this information themselves, or—**preferably**—use a typed "Job Bid Form," a blank copy of which is shown as Exhibit "B" to Appendix "A" of this Agreement. Blank "Job Bid Forms" may be obtained from the Personnel Office or the Highway Yard Office.

D. To maintain confidentiality, each employee must place his/her written bid in a sealed envelope, which will ultimately be turned in to the Personnel Office. Job bid envelopes **must** be turned in either to the Personnel Office or to the Highway Yard Office. **The bid envelope must be turned in within the three (3) day posting period during which the "Notice of Job Vacancy" form is posted.** The person **to whom the envelope is turned in** must mark on the front of the envelope the **date** and **time** that

he/she receives the envelope, **sign the envelope**, and (if it is not already turned in there) deliver it to the Personnel Office. A sample of what a bid envelope should look like is shown as Exhibit "C" to Appendix "A" of this Agreement.

E. All employees who bid on jobs are strongly encouraged to make photocopies of their bid forms and of the signed and dated bid envelopes for their own protection. If a bid gets lost or misplaced, and the employee does not keep copies of the bid form and envelope to prove that a timely bid was made, the employee will not be considered for the vacancy.

Section 2: Filling of Vacancies. When a vacancy occurs in the bargaining unit, the most senior employee in the Department in which the vacancy occurs who applies for the vacancy will be given preference, provided he/she possesses the "Minimum Qualifications" and is able to meet any "Special Requirements" set forth in the Position Description for the position. In addition, the applying employee must prove his/her ability to perform the job to the satisfaction of the City within thirty (30) work days after assuming said position. Employees who fail to qualify within the prescribed thirty (30) work day period shall be permitted to return to their former job(s) without loss of seniority.

A. If no employee within the department bids for the vacancy, the most senior employee within the bargaining unit shall be given first consideration for said position.

Section 3: Any employee who bids on a vacancy and is awarded the position will not be permitted to bid on any vacancy for a lower labor grade

position for a period of one (1) year, except in the case of physical or mental incapacity to perform his/her job as substantiated by the City physician.

Section 4: Nothing in this Agreement shall be construed to mean that the City is obligated to assign a job or give a trial period to any applicant who is not qualified, properly certified or licensed. Further, the City retains the sole discretion to fill or not to fill any vacancy.

Section 5: Vacancies that occur in the Meet and Discuss bargaining unit shall be posted. The City may give consideration to qualified employees who bid on said openings. However, the City does not have to select any of the bidders and retains the right to fill said vacancy from outside the bargaining units.

ARTICLE IX

TRANSFERS

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

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

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

Section 2: Temporary openings shall be offered by seniority within

each Department, provided that in the City's opinion, the employees are qualified to perform the duties of the position. In the event there are no volunteers, the City shall have the right to assign the work in inverse order of seniority to those employees qualified to perform the work required.

ARTICLE X

HOLIDAYS

Section 1: The following holidays will be observed as paid holidays for all employees covered herein:

A.	New Year's Day	G.	Labor Day
B.	President's Day	H.	Columbus Day
C.	Good Friday	I.	Day after Thanksgiving
D.	Memorial Day	J.	Veterans Day
E.	Flag Day	K.	Thanksgiving Day
F.	Independence Day	L.	Christmas Day

Section 1: Each employee will also be entitled to two (2) personal days, which must be scheduled at least one (1) working day in advance. The scheduling of the personal day is subject to the approval of management. If the employee is unable to take his/her scheduled personal day by the end of the calendar year because of management actions, he/she shall have ninety (90) days to reschedule the day. In the event the employee cannot schedule the personal day in the ninety (90) day period, he/she shall be paid for the day.

Section 2: Any employee who works on any of the holidays specified in Section 1 will be compensated at one and one-half (1 ½) times his/her regular rate of pay for all hours worked on said holiday in addition to holiday pay, or a total of two and one-half (2 ½) times his/her regular rate of pay.

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

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

Section 5: An employee shall be paid for any holiday listed in Section 1 of this article, provided he/she worked on his/her scheduled work day immediately prior to the holiday and his/her scheduled work day immediately after said holiday, or was on compensable pay status the day before and the day after the holiday. For purposes of this Article, sick leave shall not be considered compensable status unless accompanied by a physician's excuse.

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

Section 6: Friday shall be recognized as a holiday for all holidays occurring on Saturday, and Monday shall be recognized as a holiday for all holidays occurring on Sunday, except for employees employed in seven (7) day operations. In those instances, it shall be the day on which it falls. The shift with the majority of its hours on the holiday shall be considered the holiday shift.

Section 7: Holiday time, for purposes of this Agreement, shall be the twenty-four (24) hour period commencing with the shift starting hour used at the beginning of the week.

ARTICLE XI

VACATIONS

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

Years of Service	Entitlement
Upon completion of one (1) continuous year	One (1) week
After two (2) continuous years	Two (2) weeks
After five (5) continuous years	Three (3) weeks
After ten (10) continuous years	Four (4) weeks
After fifteen (15) continuous years	Five (5) weeks

All employees hired on or after January 1, 2005 earn vacation with pay according to the following schedule:

Years of Service	Entitlement
Upon completion of one (1) continuous year	Two (2) weeks
After ten (10) continuous years	Three (3) weeks
After twenty (20) continuous years	Four (4) weeks

Section 2: An employee becomes entitled to his/her first week of vacation on the anniversary date of when he/she was last hired as a regular employee. Thereafter, the employee is considered to have completed his/her second year and subsequent years for vacation eligibility purposes on the following January 1 of each calendar year. For example, if an employee was hired on March 30, 1999, he/she becomes eligible for one (1) week of

vacation on March 30, 2000. However, he/she will be considered for vacation purposes to have completed a "second year," and be entitled to two (2) weeks of vacation, on January 1, 2001. This provision is intended to govern the earning of vacation pay for all bargaining unit employees, whether hired before, during or after the term of this Agreement.

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

Section 4: Vacation shall be granted at the time requested by the employee, from January 1 to December 31 in any year, provided that the said request does not unduly interfere with the operation of the City government. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Vacation leave shall not accumulate from year to year, except that when the operational requirements of the City do not permit an employee to reschedule, said affected employee will be permitted a six (6) month extension for rescheduling purposes.

Section 5: Any employee who voluntarily terminates his/her employment or is laid off shall receive his/her accrued vacation entitlement and pay pertaining thereto. In case of death, vacation due and owing the employee at the time of death shall be paid to the employee's estate or legal heir(s).

Section 6: All vacation requests shall be filed with the appropriate supervisor or his/her designee by March 15 of each year. The vacation selection period governed by seniority will cover the full year commencing

with that March 15 and ending on March 15 of the following year. For example, vacations requested between January 1, 2005 and March 15, 2005 will be governed by seniority for the selection period from March 15, 2005 through March 15, 2006. If an employee does not schedule his/her vacation by March 15, his/her vacation selection shall not be governed by seniority. In the above example, vacations that are requested after March 15, 2005, would be granted on a "first come, first serve" basis through March 15, 2006. This section and its terms may be modified in particular situations only by written agreement between any Department and the Union.

Section 7: All employees shall be permitted to take up to fifteen (15) total days of vacation in increments of less than one (1) work week, subject to requirements of the previous Sections of this Article. If an employee schedules four (4) vacation days off in a work week in which a holiday falls, these four (4) days will not be counted against the fifteen (15) days referred to above. Vacation Leave shall not be granted in less than one-half (1/2) day increments.

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

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

ARTICLE XII

PERSONAL LEAVES OF ABSENCE

Section 1: Leaves of absence without pay may be granted to employees for such purposes and for such periods of time as may be authorized by the City. The City agrees to notify the Union of any such leaves granted.

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

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

A. Failure to return to work as scheduled after an authorized leave.

B. Working elsewhere while on leave without the prior written permission of the Department Director.

C. Falsifying a leave application form.

ARTICLE XIII

JURY DUTY

Section 1: Employees called for jury duty or subpoenaed to attend court will be granted a leave of absence while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the appropriate supervisor or his/her designee as far in advance as possible. Employees on jury duty or subpoenaed as a witness shall be compensated the difference between their regular rate of pay and the amount received by them for court duty during the time they are serving in such

capacity. Employees must verify the amount received for serving in such capacity.

ARTICLE XIV

BEREAVEMENT LEAVE

Section 1: In the event of the death of persons having a relationship to bargaining unit members, which are listed in this section, three (3) days of bereavement leave will be paid beginning with the date of death.

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

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

Section 2: One day of bereavement leave will be paid to the employee upon the death of:

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

Grandmother-in-law Aunt-in-law

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

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

ARTICLE XV

SICK LEAVE

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

Section 2: Employees shall earn one and one-quarter (1 ¼) days of paid sick leave per month up to a maximum of fifteen (15) days per year for legitimate illness. All employees hired on or after January 1, 2005 shall earn one (1) day of paid sick leave per month up to a maximum of twelve (12) days per year for legitimate illness.

Section 3: Beginning January 1, 2000, employees may accumulate their unused sick leave up to a maximum of two-hundred fifty (250) days.

Section 4: Employees who accumulate two-hundred fifty (250) total days of sick leave shall be paid an additional annual sick leave incentive bonus for all unused sick days accumulated over two-hundred fifty (250) days, as follows:

Number of Full Days	Percentage of Pay Buyout
0 - 5	10% of pay rate for each day
6 - 10	30% of pay rate for each day

11 - 15 50% of pay rate for each day

This bonus will be paid on the first pay day of February each year, beginning with February 2001.

Section 5: Reporting Off Procedures.

A. All absences, including those for personal illness, must be reported by the employee to his/her supervisor (or to a designee or phone answering machine designated by the supervisor) no later than one-half hour prior to the employee's scheduled work time. Any absence not properly reported within the allotted time, will be treated as an unpaid, unauthorized absence for that day. In addition, the improperly reported absence may be the basis for disciplinary action against the employee. Exceptions to this policy may only be granted where the failure to call off on time was justified by emergency or other extreme circumstances which were completely outside the employee's control.

B. Employees who are absent due to illness for one or more days, but have not gone on leave of absence, must call in each day to report their absence for that day as specified in A. above. An employee who has been given a written statement by a physician (or other appropriate health care professional) declaring him/her medically unable to work for a specific period of time will not be required to report off each day as long as the employee has properly provided the statement in advance to his/her supervisor or appropriate designee.

Section 6: Sick Leave Abuse.

A. Sick leave is only to be utilized by an employee when he/she is

unable to work due to his/her own illness or injury. It is the responsibility of each employee to appropriately manage his/her health and to keep the number of his/her absences due to illness or injury to the lowest level possible.

B. Employees who utilize sick leave when they are not actually sick or injured shall be subject to appropriate disciplinary action. The City shall have the right to closely monitor the use of sick leave to ensure that it is not being abused. Indicators of sick leave abuse which may result in employee absences being investigated shall include, but not be limited to, the following:

1. Sick leave taken immediately before or after holidays, vacations, weekends, or personal or compensatory days off.
2. Sick leave taken at a greater frequency than appears normal, considering the overall health of the employee.
3. Sick leave taken when a work schedule is heavy or undesirable.
4. Sick leave taken at times which appear to constitute a pattern.
5. Sick leave taken a times when the employee is witnessed engaging in activities inconsistent with the asserted illness or injury.
6. Sick leave taken under other suspicious circumstances.

C. One or two consecutive days of absence due to personal illness will not require a medical excuse. Absences of three (3) consecutive days or more due to personal illnesses or injuries

must be certified by a health care professional who is an appropriate general practitioner or specialist to deal with the illness or injury.

Section 7: Retirement Bonus. Employees who retire shall be paid a cash bonus for the unused sick leave days, at the following rates:

Days Available at Retirement	Percent of Pay
51 - 100	40%
101 - 175	50%
176 - 250	60%

In addition, if an employee dies prior to retirement, his/her estate or heirs shall be entitled to the cash bonus described in this section.

Section 8: Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five (5) days of their sick leave entitlement in each calendar year for this purpose. Immediate family, for the purposes of this Section, is defined as the following persons: husband, wife, child, stepchild, parent, brother or sister of the employee. The Employer may require proof of such sickness.

ARTICLE XVI
LONGEVITY

Section 1: Employees hired prior to January 1, 2005 shall be entitled to longevity pay in accordance with the following schedule:

$40.00 per month after five (5) years of employment;

$50.00 per month after ten (10) years of employment;

$60.00 per month after fifteen (15) years of employment;

$70.00 per month after twenty (20) years of employment.

Employees hired on or after January 1, 2005 shall not be entitled to longevity pay.

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

Section 3: Longevity pay earned shall be paid once a year on the first pay day in December.

ARTICLE XVII

GENERAL PROVISIONS

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

Section 2: The City shall make adequate provisions for the safety and health of its employees in the various departments during the hours of their employment.

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

Section 3: The City will furnish gloves and foul-weather working gear, including boots, to employees in the bargaining unit. The City will

decide the type of clothing suited for the various jobs. Five (5) fluorescent t-shirts shall be provided to employees who work at the Highway Yard and Electrical Department during each year of this agreement.

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

Section 5: The following guidelines shall apply for employees who collect payments and other funds in the regular course of their job duties:

A. Employees shall record daily all plus or minus amounts of money they obtain in collections.

B. All monies that are collected in excess shall be turned over to the Director of Accounts and Finance at the end of each business day.

C. Management shall have the right to review the collection records of each employee for completeness and accuracy.

D. It is clearly understood and agreed that frequent shortages, overages and/or large errors shall be cause for disciplinary actions including suspension or discharge.

Section 6: The City shall provide parking stickers for employees in order that they may park in City lots. The Union agrees to accept parking on a first come, first serve basis. The City will enforce the removal of cars without stickers from City lots.

Section 7: All employees covered by this Agreement must become and remain residents of the City of Altoona within six (6) months following

their permanent hire date. Any employee who does not comply with this requirement is subject to immediate discharge. Employees shall be excepted from strict adherence to this requirement solely for good cause and only with written permission from the City Manager.

The City and Union mutually affirm the longstanding policy and practice that employees must be residents of the City. The parties also agree hereby that should the governing body of the City specifically overrule or abrogate this policy by resolution or ordinance, it will automatically apply upon thirty (30) day notice to the members of the AFSCME bargaining unit.

Section 8: The City of Altoona shall make a one time contribution to the Non-Uniformed Pension Plan for each member of the bargaining unit equal to the amount required to eliminate the 40% social security offset from each member's pension as calculated for January 1, 2005 by *Mockenhaupt Benefits Group* for the Non-Uniformed Pension Plan.

Effective January 1, 2005, each bargaining unit member shall pay a contribution equal to 5% of his/her gross wages to the Non-Uniformed Pension Plan in order to enable continued elimination of the social security offset. This contribution will be deducted from each members paycheck every pay period.

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

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

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

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

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

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

The City and the Union understand and agree that it shall be appropriate to progress levels of discipline for any offenses after a first offense, and not just in instances where later offenses are of the same kind or nature as any earlier offenses. In addition, the City shall have the right to skip one or more progressive discipline steps for serious offenses, including first offenses, or where the City has given advance written notice to employees and the Union that a particular type of offense shall be subject to more severe penalties than normal progressive discipline.

The City and the Union agree that if an employee goes one (1) year without receiving any disciplinary actions, he/she shall be regressed one (1) progressive discipline step. For example, if an employee's last discipline was a written warning, and then he/she goes one year without an offense, his/her

next offense meriting normal progressive discipline would result in another written warning.

The City and the Union agree that if any employee goes two (2) years after being issued discipline at any level without receiving any additional discipline, the employee's disciplinary record will be considered clean for purposes of future progressive discipline.

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

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

FIRST STEP - SUPERVISOR/SUPERINTENDENT

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

SECOND STEP - DEPARTMENT HEAD

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

Department Head shall give the employee a written decision within five (5) work days of its presentation. If the employee and/or Union does not proceed with the grievance to the Third Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered withdrawn.

THIRD STEP - CITY MANAGER'S DECISION

If the grievance remains unresolved after the Second Step, the Union steward may submit a written appeal to the designee of the City Manager within five (5) work days after a decision at the Second Step is due. The designee, within fifteen (15) work days after receiving the appeal, shall hold a hearing at which time the employee and/or the Union may present the grievance. The designee, within ten (10) work days following the hearing, shall give the employee and the Union a written decision. If the employee and/or the Union does not proceed with the grievance and no extension of time is granted, the grievance shall be considered withdrawn.

FOURTH STEP - ARBITRATION

If the grievance remains unresolved after the Third Step, either the City or the Union may appeal to arbitration within fifteen (15) work days after a decision at the Third Step is due. A request for arbitration may be initiated by serving upon the other party a notice in writing of an intent to proceed to arbitration. The notice shall identify the agreement provision in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator in accordance with the requirements of Act 195.

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/her decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding.

B. The costs of arbitration shall be affixed in the manner prescribed by Act 195 and such costs shall be shared equally by the City and the Union. Each party shall bear the costs of preparing and presenting its own case.

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

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

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

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

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

ARTICLE XIX

WAGES - FRINGE BENEFITS

Section 1: The wage rates and fringe benefits payable throughout the life of this Agreement are fully set forth below:

Section 2: Wages. Bargaining unit job classifications and their respective pay grades are set forth in APPENDIX "B," attached hereto.

A. Employees Hired Prior to January 1, 2005

1. For calendar year 2008 and each subsequent year of this Agreement, employees shall progress to the "4 Year" level through the "10 Year" level on January 1 of the calendar year during which they complete year four (4) through year ten (10) of service with the City.

2. Year 2011. Beginning January 1, 2011, the wage rates for employees shall increase by two and one-half percent (2.5%). The wage scale for calendar year 2011 is attached hereto as APPENDIX "C."

3. Year 2012. Beginning January 1, 2012, the wage rates for employees shall increase by two and one-half percent (2.5%). The wage scale for calendar year 2012 is attached hereto as APPENDIX "D."

Year 2013. Beginning January 1, 2013, the wage rates for employees shall increase by three percent (3.0%). The wage scale for calendar year 2013 is attached hereto as APPENDIX "E."

4. Employees shall progress to the "Six Month" level

upon completion of six (6) months of service with the City and completion of the Probationary Period; to the "One Year" level upon completion of one (1) year of service with the City; to the "Two Year" level upon completion of two (2) years of service with the City, and to the "Three Year" level upon completion of three (3) years of service with the City.

Section 3: FRINGE BENEFITS

1. Throughout the term of this Agreement, the City agrees to provide employees with a Highmark Qualified High Deductible Health Plan, in conjunction with a Health Savings Account (HSA) for all eligible employees, whereby the deductible amounts shall be $1,250 for individual coverage and $2,500 for family coverage where family coverage shall be defined as coverage that includes any category other than individual coverage. The City shall pay for 80% of this deductible amount in 2011, the City shall pay 75% of this deductible amount in 2012, and the City shall pay 50% of this deductible amount in 2013. Any Unit Member who is not eligible 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.

2. Effective January 1, 2011, all employees will contribute seven and one-half (7.5%) percent of the employee's selected benefit coverage premium rate per month. Effective January 1, 2012, all employees will contribute eight and one-half (8.5%) percent of the employee's selected benefit coverage premium per month. Effective January 1, 2013, all employees will contribute ten (10%) percent of the employee's selected benefit coverage premium per month. At

no time during the course of this agreement shall any employee contribute more than $165 per month toward the employee's selected benefit coverage premium rate per month.

3. Effective January 1, 2005, all new hires will be eligible for employee only health insurance coverage and will be required to pay an employee contribution toward their health insurance premium cost equivalent to that paid by current employees (7.5% in 2011, 8.5% in 2012, and 10% in 2013) for the employee only health insurance premium rate; with the option to buy additional health insurance coverage for dependents. Beginning in the second year of employment the Health Insurance Benefit will be extended to the employee's spouse and eligible family members with the employee paying 5% of the applicable monthly premium.

Dependent spouses of the employees hired on or after January 1, 2005 who are eligible for health insurance coverage through their own employer are ineligible for health insurance through the City.

All employee shares will be deducted on a pre-tax basis.

The City shall have the sole discretion as to the selection of any insurance carriers or to change carriers. The City's sole obligation will be to pay the policy premium and to provide equivalent coverage in the event of a carrier change.

4. The City agrees to continue to provide a Vision Care Plan through the AFSCME Health and Welfare Plan for individual employees and their dependents. The City will pay the monthly premium costs for such coverage during each year of this Agreement. The City reserves the exclusive right to change carriers for such insurance, provided such benefit coverage is maintained.

5. Prescription drug coverage is currently provided as part of the Highmark Qualified High Deductible Health Plan. The City reserves the exclusive right to change carriers for prescription coverage, provided benefit levels are maintained.

6. Waiver of Health Insurance. Effective January 1, 2000, a bargaining unit member may waive the health insurance provided under this Agreement, under the following procedures:

a. The waiver shall be made in writing on a form provided by the City and shall be effective as of the first day of the month following the City's receipt of such waiver.

b. In consideration for the waiver of health insurance coverage, the bargaining unit member shall receive forty percent (40%) of the savings enjoyed by the City by reason of the waiver. Said monies shall be paid to the bargaining unit member twice during each calendar year, on the first pay period following each January 1 and July 1 during which the waiver remains in effect.

c. Where both an employee and his/her spouse work for the City, each shall receive twenty percent (20%) of the savings, if any, to the City if each elects individual health care coverage rather than husband and wife coverage. Where both a husband and wife are employed by the City, but only one elects City-provided health care coverage at a level which covers the spouse-employee, the spouse-employee shall not be entitled to receive any money from the City based on his/her not receiving any City-provided health care coverage as an employee.

d. Provided that written notice of at least thirty (30) days is first given, the bargaining unit member shall be permitted to revoke

said waiver without limitation as of January 1 and July 1 of each year. However, notwithstanding such limitations, the members shall be permitted to revoke such waiver as of the first day of the month next following a lifestyle change. A lifestyle change shall be defined as marriage, divorce, birth or adoption of a child, death of a spouse or qualifying dependent, or starting or ending of a spouse's employment.

7. The City will provide the full cost of thirty thousand dollars ($30,000.00) worth of life insurance coverage and long-term disability insurance for coverage of each active employee. Any employee who retires will be allowed to continue his/her life insurance after retirement at his/her own expense.

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

9. The benefit plans described in this Agreement are contracts between the City and each insurance carrier. The City's responsibility under such plans is limited to premium payments and proper enrollment of eligible employees. In no case and under no circumstances shall the City be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided herein. Disputes over benefit claims are between the employee and the insurance carrier and shall not be subject to the Grievance Procedure described in Article XVIII herein.

10. The City shall provide to mechanics uniforms and shall maintain said uniforms at no cost to the employee.

11. Shift Differential - Employees regularly scheduled to work the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts shall be paid $0.20 per

hour extra for work performed on those shifts. Effective January 1, 2006, employees regularly scheduled to work the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts shall be paid $0.35 per hour extra for work performed on those shifts.

12. Licensure. Any employee who is classified as a mechanic in the Public Works Department who receives licensure from the Commonwealth of Pennsylvania shall be paid $.10 per hour in addition to his/her regular rate effective from the date of licensure. All employees required by the City to maintain a Commercial Drivers License (CDL) shall be paid an additional $.10 per hour in addition to his/her regular rate effective January 1, 2008.

ARTICLE XX

POLITICAL ACTION COMMITTEE DEDUCTIONS

Section 1: The City agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union's Political Action Committee. The City shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

Section 2: The City shall transmit the monies deducted in accordance with this Article to the Union's Political Action Committee in accordance with the procedures agreed to by the City and the Union.

ARTICLE XXI

FAMILY AND MEDICAL LEAVE

Section 1: An employee must have been employed at least twelve (12) months and worked at least 1,250 hours in the twelve-month period immediately preceding the date leave commences to be entitled to the leave benefit. Generally, leave will be granted for (1) the birth of a son or daughter

of the employee, (2) the placement of a son or daughter with the employee for adoption or foster care, (3) to care for the spouse, son, daughter, or parent of the employee if the family member has a serious health condition, or (4) because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a doctor of medicine or osteopathy. The employee will be required to provide a doctor's certification of the serious health condition to include: (1) the date on which the condition commenced, (2) the probable duration of the condition, and (3) the appropriate medical facts known to the health care provider regarding the condition.

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

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

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

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

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

Section 6: When an employee plans to take leave under the Act, the employee is required to give the City thirty (30) days notice, or, if this is not possible, as much notice as is practicable. An individual undergoing planned

medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations.

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

ARTICLE XXII

WORK-RELATED INJURIES

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

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

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

ARTICLE XXIII

FLEXIBLE WORK SCHEDULES

Section 1: The City and the Union believe that carefully planned and implemented flexible and alternative work schedules for employees could provide benefits to both the City and its employees. The parties are

committed to exploring possible flexible and alternative work schedules, possibly on a Department by Department basis, and will endeavor to meet, discuss, and hopefully implement such schedules during the term of this Agreement.

ARTICLE XXIV

POSITION DESCRIPTIONS

Section 1: The City and the Union agree that position descriptions for each bargaining unit position are subject to agreement between the City and the Union. New draft Position Descriptions for each bargaining unit position have been prepared by the City, and have been submitted to the Union. Each Position Description shall become effective, and will be considered to be incorporated into this Agreement, upon the date that it is signed by the City and the Union. For any particular position, until a new Position Description is agreed upon, as evidenced by such being signed by both parties, the job description last in use during the 2008-2010 collective bargaining agreement shall remain in effect.

Section 2: The City and the Union agree that periodic or other amendments to position descriptions may be appropriate. However, such amendments will not be effective until incorporated in Position Descriptions which are signed by both parties.

Section 3: Notwithstanding this article, the City retains all of its management rights as set forth in Article II of this Agreement to establish, combine or abolish job classifications. When new positions are created by whatever means, the City shall have the right to develop appropriate new Position Descriptions, the content of which is subject to the agreement of the Union.

ARTICLE XXV

HEADINGS

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

ARTICLE XXVI

GENDER AND NUMBER

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

ARTICLE XXVII

LEGALITY

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

ARTICLE XXVIII

SEPARABILITY

Section 1: In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and, if any provision herein is determined

to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

ARTICLE XXIX

DURATION

Section 1: Pursuant to the requirements of Act 195, this Agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2011 to and including December 31, 2013, and shall continue on the same terms and conditions thereafter, from year to year. The parties agree that either party may notify the other by certified mail on or before July 1, 2013, of its desire to modify or terminate this Agreement.

ARTICLE XXX

PART-TIME EMPLOYEES

Section 1: Regular part-time employees will not regularly work more than thirty-two (32) hours per work week. Part-time employees shall be entitled to no benefits except for the following: applicable paid holidays during any week in which the employee was scheduled for work; two (2) weeks of unpaid leave per year during any year the part-time employee worked more than one-thousand-forty (1040) hours.

Part-time employees can be scheduled to work a Monday through Friday or alternate work schedule but must be scheduled off work two (2) consecutive days in any seven (7) calendar day work week. Seven (7) day operations shall not be expanded from the historically scheduled operations currently in place.

Part-time employees shall not be utilized to circumvent the filling of a full-time Monday through Friday bargaining unit position. However, part-

time employees may be utilized to temporarily fill full-time positions for the following reasons:

1. Vacancy caused by an employee on sick leave or other approved leave of absence.
2. In order to provide vacation relief.
3. Vacancy caused by an employee on workers' compensation.

Whenever it is determined that the employer will fill a vacant full-time position, the employer will make every attempt to fill the full-time vacancy.

Utilization of a part-time employee in a full-time position for reasons other than enumerated above shall not exceed ninety (90) days, at which time the employer will post the full-time vacancy and award it in accordance with Article VIII of the Collective Bargaining Agreement. This ninety (90) day period may be extended only by agreement of both the Employer and the Union.

Section 2:

A. The rights of part-time employees shall be solely determined by this Article, and no other Article of this agreement shall grant rights to part-time employees unless expressly applied under this article. Any grievance rights granted to part-time employees shall be strictly limited to violation of this Article.

B. Part-time employees shall have the right to join the union pursuant to Article III of this Agreement.

C. Part-time employees shall receive an hourly rate equal to the entry level hourly rate of the classification in which they work.

D. Part-time employees shall receive overtime pay or compensatory time off for all hours worked in excess of forty (40) hours in a work week

(Monday through Sunday) or eight (8) hours in a work day.

No overtime will be offered to a part-time employee until all full-time employees from the volunteer overtime list have been exhausted.

E. Each part-time employee shall work 1,600 hours per year or less.

F. Part-time employees shall work no more than fifty (50) weeks in any calendar year.

G. Regular part-time employees will be granted the opportunity to purchase health insurance through the City of Altoona's health insurance program by paying the current applicable monthly premium in accordance with the provisions of the Employer's health insurance carrier and all applicable law. Beyond the initial election period, no part-time employee will be able to modify health insurance coverage except during the yearly enrollment period as established by the Employer or when said part-time employee may experience a qualified family status change as defined by IRS Section 125.

H. Part-time employees shall have the right to apply under any Announcement or Announcement/Bid open to City Employees.

All part-time employees who successfully bid on a full-time position shall be considered probationary employees in accordance with Article VI. If such employee is retained beyond the six (6) month probationary period, the employee shall be classified as a full-time employee and shall carry all accrued seniority (Article Vi shall apply).

All part-time accrued seniority shall be applied in accordance with Article VI of the Collective Bargaining Agreement.

I. Work schedules for part-time employees shall fall within the typical work week schedule of the operation. The City shall post part-time

employee's work schedules by the end of the part-time employee's last scheduled work day in the preceding work week. Once a part-time employee's work schedule is posted for a work week, the posted schedule for that work week shall not change in order to deprive a full-time employee of the opportunity to work overtime. The posted work schedule for a work week may change during the work week if full-time employees decline the opportunity to work overtime.

J. Any quit, termination, or absence from work for any reason of more than ten (10) consecutive work days shall break continuous service for part-time employees.

All part-time employees accrued seniority shall be computed from the first date of hire as a part-time employee. However, the part-time employee's break in service shall not exceed twenty-four (24) months.

ARTICLE XXXI

TOTALITY OF AGREEMENT

Section 1: The City and the Union acknowledge that this Agreement represents the result of collective bargaining between said parties conducted under and in accordance with the provisions of the Public Employees Relations Act Number 195 and constitutes the entire agreement between the parties for the life of said Agreement, each party waiving the right to bargain collectively with the other with reference to any other subject matter, issue or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during negotiations preceding the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunder affixed their hands and seals this 14th day of January, 2011.

CITY OF ALTOONA

ATTEST:

Omar Strohm 1/14/11 Date

BY: Joseph F. Weakland 1-14-11
City Manager Date

Linda M. Rickens Schellhammer 1/14/11
Date

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO DISTRICT COUNCIL #83, LOCAL #2188

BY:

[signature]	1-13-11 Date	Laura Mallory	1-13-11 Date
[signature]	1-13-11 Date	[signature]	1-13-11 Date
[signature]	13 JAN 2011 Date	[signature]	1-13-11 Date
[signature]	1-13-11 Date		Date

APPENDIX "A"

JOB BIDDING PROCEDURE FORMS

EXHIBIT "A"

NOTICE OF JOB VACANCY

Department Position Available: _____

Approximate Date Available: _____

Position Available: _____

Wage Rate for Position: _____

Brief Description of Qualifications: _____

_____

_____

_____

Posted By: _____

Date: _____
Time: _____

Taken Down By: _____

Date: _____ *Time:* _____

EXHIBIT "B"

JOB BID FORM

*Title of Position you are bidding on:*_____

*Your Name (Please Print):*_____

Signature: _____ *Today's Date:* _____

FOR YOUR OWN PROTECTION, PLEASE MAKE A PHOTOCOPY OF:

(1) ***YOUR COMPLETED JOB BID FORM BEFORE YOU TURN IT IN; AND***

(2) ***YOUR JOB BID ENVELOPE AFTER THE PERSON YOU TURN IT IN TO HAS NOTED THE DATE AND TIME, AND SIGNED THE ENVELOPE***

EXHIBIT "C"

SAMPLE OF OUTSIDE OF JOB BID ENVELOPE:

Received By: [Signature of Person Receiving Envelope]

Date: _____ *Time:* _____

APPENDIX "B"

CLASSIFICATION PAY GRADES

Grade 1

Grade 2

Custodian
Garage Attendant
Laborer

Grade 3

Grade 4

Clerical Associate I
Equipment Operator II
Fiscal Clerk
Stockroom Attendant
Housing Rehabilitation Specialist Trainee
Floater I
Operator/Helper

Grade 5

Clerical Associate II
Floater II
Maintenance Worker
Maintenance Technician

Grade 6

Clerical Associate III
Floater III
Equipment Operator I
Mechanic

Housing Rehabilitation Specialist
Maintenance Mechanic
Assistant Purchasing Agent

Grade 7

Engineering Technician
Purchasing Agent
Payroll Clerk
GIS Technician

Grade 8

Fire Mechanic
Lineman 2nd Class
Code Enforcement Officer
Housing Rehabilitation Coordinator

Grade 9

Engineering Assistant/Inspector
Chief of Party
Lineman 1st Class
Court Liaison Officer
Crew Leader/Chief Person

Grade 10

Dog Law Officer
Senior Inspector
Assistant Building Inspector
Vehicle Maintenance/School Guard Coordinator
Electrical Technician
Lead Housing Rehabilitation Specialist/Labor Compliance Officer
Plumbing/Mechanical Inspector

APPENDIX "C"
2011 WAGE SCALE

Grade	Start	6 Month	1 Year Anniversary	2 Year Anniversary	3 Year Anniversary	4 Yrs	5 Yrs	6 Yrs	7 Yrs	8 Yrs	9 Yrs	10 Yrs
1	9.83	11.13	11.78	12.43	13.09	13.83	14.54	14.65	14.75	14.82	14.91	14.99
2	10.17	11.52	12.18	12.83	13.55	14.31	15.06	15.16	15.27	15.35	15.44	15.51
3	10.50	11.89	12.61	13.30	14.00	14.78	15.56	15.68	15.79	15.87	15.94	16.03
4	10.83	12.29	13.01	13.74	14.46	15.26	16.06	16.17	16.29	16.37	16.46	16.54
5	11.20	12.69	13.44	14.18	14.93	15.76	16.61	16.72	16.83	16.91	16.98	17.07
6	11.52	13.06	13.84	14.60	15.35	16.21	17.06	17.20	17.32	17.40	17.48	17.56
7	11.88	13.46	14.25	15.06	15.85	16.74	17.60	17.73	17.87	17.95	18.04	18.13
8	12.23	13.85	14.66	15.48	16.29	17.20	18.09	18.25	18.38	18.47	18.55	18.63
9	12.56	14.23	15.08	15.90	16.75	17.68	18.59	18.74	18.89	18.97	19.07	19.16
10	12.89	14.61	15.47	16.32	17.18	18.13	19.09	19.23	19.37	19.46	19.57	19.65

APPENDIX "D"
2012 WAGE SCALE

Grade	Start	6 Month	1 Year Anniversary	2 Year Anniversary	3 Year Anniversary	4 Yrs	5 Yrs	6 Yrs	7 Yrs	8 Yrs	9 Yrs	10 Yrs
1	10.08	11.41	12.07	12.74	13.42	14.17	14.91	15.01	15.12	15.19	15.29	15.36
2	10.42	11.81	12.48	13.15	13.89	14.67	15.43	15.54	15.65	15.74	15.82	15.90
3	10.76	12.19	12.92	13.64	14.35	15.15	15.95	16.07	16.18	16.26	16.34	16.43
4	11.11	12.60	13.33	14.08	14.82	15.64	16.46	16.58	16.69	16.78	16.87	16.96
5	11.48	13.01	13.77	14.53	15.31	16.16	17.02	17.14	17.25	17.34	17.41	17.49
6	11.81	13.38	14.18	14.96	15.74	16.61	17.48	17.63	17.76	17.84	17.91	18.00
7	12.18	13.79	14.60	15.43	16.24	17.16	18.04	18.18	18.31	18.40	18.49	18.59
8	12.53	14.19	15.02	15.86	16.69	17.63	18.54	18.70	18.84	18.93	19.02	19.10
9	12.87	14.58	15.45	16.30	17.17	18.12	19.06	19.21	19.36	19.45	19.54	19.64
10	13.22	14.97	15.85	16.73	17.61	18.59	19.56	19.71	19.86	19.95	20.06	20.14

APPENDIX "E"
2013 WAGE
SCALE

Grade	Start	6 Month	1 Year Anniversary	2 Year Anniversary	3 Year Anniversary	4 Yrs	5 Yrs	6 Yrs	7 Yrs	8 Yrs	9 Yrs	10 Yrs
1	10.38	11.75	12.43	13.12	13.82	14.60	15.36	15.46	15.57	15.65	15.75	15.82
2	10.73	12.16	12.85	13.54	14.31	15.11	15.89	16.01	16.12	16.21	16.29	16.38
3	11.08	12.56	13.31	14.05	14.78	15.60	16.43	16.55	16.67	16.75	16.83	16.92
4	11.44	12.98	13.73	14.50	15.26	16.11	16.95	17.08	17.19	17.28	17.38	17.47
5	11.83	13.40	14.18	14.97	15.77	16.64	17.53	17.65	17.77	17.86	17.93	18.01
6	12.16	13.78	14.61	15.41	16.21	17.11	18.00	18.16	18.29	18.38	18.45	18.54
7	12.54	14.20	15.04	15.89	16.73	17.67	18.58	18.73	18.86	18.95	19.04	19.15
8	12.91	14.62	15.47	16.34	17.19	18.16	19.10	19.26	19.41	19.50	19.59	19.67
9	13.26	15.02	15.91	16.79	17.69	18.66	19.63	19.79	19.94	20.03	20.13	20.23
10	13.61	15.42	16.33	17.23	18.14	19.15	20.15	20.30	20.46	20.55	20.66	20.74