

**AGREEMENT**  
**BETWEEN**  
**CITY OF ALTOONA**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY,**  
**AND MUNICIPAL EMPLOYEES**  
**AFL-CIO, COUNCIL 13**  
**LOCAL 2188**  
**(SCHOOL CROSSING GUARDS)**

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**January 1, 2025 – December 31, 2027**

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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 a written agreement 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, 16603, 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, Council 13, 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 the School Crossing Guards certified at PERA-R-10, 602-C. Excluded from the Union’s bargaining unit are all confidential employees, management level employees, and guards as defined in Act 195.

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

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

Section 4: Equal Employment Opportunity. Both the City and the Union agree not to discriminate against any employee on the basis of race, color, religion, sex (including pregnancy, sexual

orientation and gender identity), national origin, age (40 years and older), non-job-related handicap or disability, genetic information, political or Union affiliation, or any other characteristic protected by applicable federal, state or local laws, or the proper exercise by any employee of his/her rights guaranteed by Act 195.

Section 5: Reasonable Assurance. Employees have a reasonable assurance of continued employment in the same capacity for the following school year and after all holiday breaks contained therein, with the City of Altoona unless notified to the contrary as outlined in Article VII of this Collective Bargaining Agreement.

## **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; to establish, amend, or modify an overall budget; to establish, combine or abolish job classifications; to reprimand, suspend, discharge for cause or otherwise relieve employees from duty for lack of work or other reasons; to hire, layoff, and 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 list 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 & DUES CHECKOFF**

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

deductions of Employees shall be remitted together with an itemized statement to the Union within seven (7) days of the Employee's biweekly pay date.

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

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

#### **ARTICLE IV**

#### **UNION PRIVILEGES**

Section 1: The accredited representatives of the Union shall have no access to the premises of the City at any time during work hours to conduct Union business, without pay, unless the meeting has been approved in advance by the City and, provided further, that the premises requested are available.

Section 2: The Union may post notices, pamphlets, and memoranda on bulletin boards in areas so designated by the City, 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 campaign material.

Section 3: Upon the 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 be comprised of up to six (6) members of the Union, and three (3) members from the City. If said meetings are scheduled during working hours by the City, the members attending on the Union's behalf shall not suffer loss of pay.

#### **ARTICLE V**

#### **HOURS OF WORK & OVERTIME**

Section 1: Stand-by Time. When an employee is placed on stand-by time, said employee will be paid at the applicable yearly shift rate for the two (2) hour period. If the employee is required to work additional hours, the employee will be compensated at the double time rate of pay for each additional two (2) hours.

Section 2: School Crossing Guards work in accordance with the Altoona Area School District academic calendar to provide a safety service at crosswalks at or near school buildings before, during, and/or after school. School Crossing Guards have a reasonable assurance of continued employment in the same capacity for the following school year and after all holiday breaks contained therein, with the City of Altoona unless notified to the contrary as outlined in Article VII of this Collective Bargaining Agreement.

## **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 date of permanent employment, 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 rights to seniority shall cease upon the following:
  - 1. Discharge for just cause.
  - 2. When recalled after layoff, upon his/her failure to return to work within a period of forty-eight (48) hours after 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.
  - 3. Layoffs in excess of twenty-four (24) months.
- B. Seniority shall be retained but shall not accumulate during periods of layoff or approved leave of absence.
- C. When an employee whose continuous service has been broken by any of the above causes is again hired, he/she shall begin as a new employee of the City.
- D. All newly hired employees shall be considered probationary employees for a period of three (3) school months from the beginning of their employment, during which time they shall have no seniority and other rights and entitlements except holidays under this agreement. New employees may be summarily dismissed within said three (3) month period from the date of employment at the sole discretion of the City

and such dismissal shall not be subject to the grievance procedure described herein. If such employee is retained beyond the three (3) month probationary period from the beginning of his/her employment, he/she shall immediately thereafter be classified as a regular employee.

- E. Absence due to sickness, accident, disability or other approved leave of absence shall not constitute an interruption of continuous service.
- F. The City annually shall post on applicable bulletin boards a seniority list showing the classification and length of continuous service of each employee covered by this agreement. A seniority list will also be given to the local Union president and the School Crossing Guard steward.
- G. The seniority of employees hired on the same day shall be determined by the drawing of "lots".
- H. The City agrees that newly hired employees will be employed at the applicable rate of the job.

## **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 "extra" employees and those who have not completed their probationary period shall be laid off first.

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

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

Section 4: Employees shall be recalled in the reverse order of seniority on the basis of need and to positions for which they are qualified.

## **ARTICLE VIII**

### **VACANCIES**

Section 1: Posting of Vacancies. When a vacancy occurs in the bargaining unit, the City will post a notice of such vacancy for a period of three (3) workdays. The City may temporarily fill the vacancy pending selection of a successful applicant. The notice shall state which job(s) are open, how many openings exist and what minimum qualifications are required, and the time limit for

filling of same. The City and the Union discourage the costly practice of indiscriminately applying for individual convenience or temporary advantage.

In situations where the hours of work for a position must be increased, the additional hours shall first be offered to the employee presently holding the position. If that employee declines to accept the additional hours, the additional hours shall be posted as for a vacant position and filled under the provisions of this Article.

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

Section 2: Filling of Vacancies. When a vacancy occurs in the bargaining unit, the most senior employee who applies for said vacancy will be given preference, provided he/she possesses the necessary skills and qualifications and proves his/her ability to the satisfaction of the City within thirty (30) workdays after assuming said position. Employees who fail to qualify within the prescribed thirty (30) workday period shall be permitted to return to their former job(s) without loss of seniority.

Section 3: School Crossing Guards will be allowed one (1) job bid and award per school year.

## **ARTICLE IX**

### **JURY DUTY & COURT TIME**

Section 1: Employees called for jury duty or subpoenaed court ordered appearances to attend court will be granted a leave of absence while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the appropriate supervisor or his/her designee as far in advance as practical.

Appearances in court that are personal in nature are not covered under this Article. Employees on jury duty or subpoenaed as a witness shall be compensated the difference between their regular rate of pay and the amount received by them for court duty during the time they are serving in such capacity. Employees must verify the amount received for serving in such capacity.

Section 2: When an employee is required to attend a court hearing related to the employee's performance of his/her duties as a School Crossing Guard, outside of the employee's work shift, the employee will be compensated at the appropriate hourly rate of pay for all hours spent at the hearing. Employees will be required to provide documented proof of the required court appearance for which they are claiming Jury Duty time.



## **ARTICLE X**

### **HOLIDAYS**

Section 1: The following holidays will be observed as paid holidays for all School Crossing Guards:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Labor Day	Christmas Day
Memorial Day	

Section 2: All School Crossing Guards will be paid holiday pay if he/she works the day before and the day after said holiday, unless the Regular Guard has a preapproved personal or virtual shift(s) scheduled and/or a physician's note for sick leave. The Guard being replaced will be entitled to sick pay, if applicable, but not holiday pay.

## **ARTICLE XI**

### **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 for the following family members:

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 or "common law" relationships.

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

Grandfather	Uncle
Grandmother	Aunt

Brother-in-law  
Sister-in-law  
Grandfather-in-law  
Grandmother-in-law

Niece  
Nephew  
Uncle-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 during scheduled and approved personal time or virtual shift(s), the personal or virtual time will be converted to bereavement leave. In such cases, the personal or virtual shift(s) will be rescheduled.

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

## **ARTICLE XII**

### **SICK LEAVE**

Section 1: Sick leave, unlike holiday leave, is not an automatic entitlement, but is a privilege granted to employees who have selected Option B under Article XIII Section 2, in order to prevent employees from suffering undue financial hardship during time of legitimate illness. Additionally, the remaining sections under this Article outline the sick leave policy only for employees who selected this benefit option.

Section 2: Employees who have selected Option B shall earn one (1) day (equivalent to two (2) paid shifts) of paid sick leave per calendar year of service up to a maximum of twelve (12) days per year for legitimate illness. All Regular School Guards presently working who selected Option B shall receive a minimum of three (3) days per year.

Example:      One (1) year of service – Three (3) days;  
                    Five (5) years of service – Five (5) days;  
                    Ten (10) years of service – Ten (10) days;  
                    Fifteen (15) years of service – Twelve (12) days.

Any employee who, as of December 31, 2016, was entitled to earn more than twelve (12) days per of sick leave shall be grandfathered at the number of days they were eligible to earn during calendar year 2016.

Section 3: Employees may accumulate their unused sick leave up to a maximum of one-hundred twenty (120) days. Any employee who had, as of December 31, 2016, a maximum accumulation of

sick leave in excess of one hundred twenty (120) days shall be grandfathered and shall be eligible to maintain a maximum accumulation of the number of days they had as of December 31, 2016.

Section 4: Proof of illness in the form of a medical certificate shall be required if an employee is absent after three (3) or more consecutive workdays. On the fourth day when returning to work, the member must provide a medical certificate.

Section 5: Any employee who, in the sole opinion of the City, is abusing his sick leave privilege shall be required to submit a medical certificate for absence of one (1) day or more. The City agrees to notify the Union prior to invoking this requirement. This section shall be imposed for a maximum of six (6) months, subject to review by the City.

Section 6: No paid sick leave shall be granted unless the School Crossing Guard Supervisor, or designated supervisory Patrol Officer, is notified within one (1) hour before the employee's regular scheduled starting time, on the first day of absence, stating the approximate expected duration of the absence.

Section 7: The City shall maintain appropriate records of sick leave usage and shall prepare individual reports per employee to insure proper sick leave administration and uniformity of reporting. Any individual who misuses his sick leave entitlements shall be subject to disciplinary action including suspension and/or discharge.

Section 8: No employee shall be entitled to sick leave for any disability which resulted from any of the following:

- A. Illness or injury intentionally self-inflicted.
- B. Illness or injury which resulted from the employee's own misconduct or gross negligence.
- C. Disability which existed and which was known to the employee at the time of his employment and not brought to the attention of the City.
- D. Disability or illness which occurred while an employee was on furlough, layoff, or suspension from work.
- E. Remunerative work not directly related to City employment.

Section 9: Any employee who does not use any sick days in a calendar year will be granted one (1) personal day in the following year.

Section 10: Any employee who separates from employment with at least fifteen (15) years of service shall be paid for their accumulated unused sick leave in accordance with the following:

Days Available at Retirement

Percentage Buyout

0 – 100

30%

101 & above

50%

ARTICLE XIII

GENERAL PROVISIONS & WAGES

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

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

Section 2: The Union and the City of Altoona agree that Regular Crossing Guards will have the choice between two salary and benefit options for the term of this contract. Substitute School Crossing Guards will automatically receive salary/benefits outlined in Option A below. Both benefit options will be effective June 2025 to December 31, 2027.

Option A: Starting in the 2025-2026 school year, Crossing Guards will receive \$14.00 per hour (\$28.00 per shift). The day will be divided into a morning (AM) and afternoon (PM) shift, whereas, the pay will be \$56.00 per day for services rendered. Effective January 1, 2026, the rate increases to \$14.56 per hour (\$29.12 per shift), or \$58.24 per day for services rendered. Starting January 1, 2027, the rate will be \$15.14 per hour (\$30.28 per shift), or \$60.56 per day for services rendered.

Under this option, Crossing Guards will not receive sick time, personal time or virtual days. Any current Regular School Crossing Guard electing this option at the time of agreement of the Collective Bargaining Agreement (June 2025) with any existing accumulated sick or personal time will be paid out as a one-time settlement at the effective 2024 rate of pay (\$12.00 per hour). No retroactive pay will be provided for work completed January 1, 2025, to June 1, 2025. The new rate of pay will be effective for the 2025-2026 school year.

Option B: Beginning January 1, 2025, School Crossing Guards shall receive \$12.60 per hour (\$25.20 per shift). The day will be divided into a morning (AM) and afternoon (PM) shift;

whereas, the pay will be \$50.40 per day for services rendered. Beginning January 1, 2026, School Crossing Guards shall receive \$13.10 per hour (\$26.20 per shift), or \$52.40 per day for services rendered. .

Starting January 1, 2027, School Crossing Guards shall receive \$13.62 per hour (\$27.24 per shift), or \$54.48 per day for services rendered. Option B will include sick leave and personal benefits, as outlined in Article XII, and paid virtual shift benefits, as outlined in Article XIII, Section 9.

Section 3: School Crossing Guards covering the 17<sup>th</sup> Street location shall receive the applicable shift rate for said year, as outlined in Section 2 of this Article, and multiplied by three (3).

Therefore, Regular School Crossing Guards covering the 17<sup>th</sup> Street post who elected Option A will receive the following:

Beginning with the 2025 – 2026 school year, School Crossing Guards A shall receive \$14.00 per hour, or a daily rate of 84.00 when working all three (3) shifts, (\$28.00 per shift), for services rendered.

Beginning January 1, 2026, School Crossing Guards shall receive \$14.56 per hour, or a daily rate of \$87.36 when working all three (3) shifts , (\$29.12 per shift), for services rendered.

Beginning January 1, 2027, School Crossing Guards shall receive \$15.14 per hour, or a daily rate of \$90.84 per day when working all three (3) shifts, (\$30.28 per shift), for services rendered.

Regular School Crossing Guards Covering the 17<sup>th</sup> Street post who elected Option B will receive the following:

Beginning with the 2025 – 2026 school year, School Crossing Guards shall receive \$12.60 per hour, or a daily rate of \$75.60 per day when working all three (3) shifts, (\$25.20 per shift), for services rendered.

Beginning January 1, 2026, School Crossing Guards shall receive a daily rate of \$13.10 per hour, or a daily rate of \$78.60 per day when working all three (3) shifts, (\$26.20 per shift), for services rendered.

Beginning January 1, 2027, School Crossing Guards shall receive \$13.62 per hour, or a daily rate of \$81.72 per day when working all three (3) shifts, (\$27.24 per shift), for services rendered.

Section 4: School Crossing Guards providing coverage to a post, other than the one he or she is assigned to, shall receive the additional shift rate for the morning (AM) and/or afternoon (PM) shift

coverage provided in accordance with the applicable daily rate for said year and selected option as outlined in Section 2 of this Article.

Section 5: School Crossing Guards in training shall receive the applicable daily rate for said year as outlined in Section 2 of this Article, as not to exceed a maximum pay of four (4) posts per day.

Example 1: A newly hired Regular School Crossing Guard in training during 2025 at three (3) different posts during a given day will receive payment for three (3) posts, each at the selected rate option. A newly hired Substitute School Crossing Guard in training during 2025 at three (3) different posts during a given day will receive payment for three (3) posts at \$14.00 per hour (\$28.00 per shift).

Example 2: During 2025, a newly hired Regular School Crossing Guard in training at five (5) different posts during a given day will receive payment for the maximum four (4) posts per day. He/she will receive payment for four (4) posts, each at the selected rate option. A newly hired Substitute School Crossing Guard in training during 2025 at five (5) different posts during a given day will receive payment for four (4) posts, each at \$14.00 per hour (\$28.00 per shift).

Section 6: The City will provide a clothing allowance to the School Crossing Guards in the amount of Five-Thousand Dollars (\$5,000). At the end of the calendar year, any remaining balance of the clothing allowance may be carried over to the next year, provided the total amount of the allowance does not exceed Six-Thousand Dollars (\$6,000) at any one time.

The clothing allowance will be administered by a committee consisting of three (3) Regular School Crossing Guards chosen by the Union and the School Crossing Guard Supervisor, designated supervisory Patrol Officer, or some other individual designated by the City.

Section 7: All employees shall have the right to pay into the City of Altoona's Retirement Group for insurance coverage of hospitalization and major medical coverage.

A. This shall be done with no cost to the City.

B. This shall be on a direct pay basis by the School Crossing Guards only.

Section 8: The City agrees to conduct a paid orientation prior to the beginning of the school year for all school guards to discuss safety, clothing, and assignment of work areas.

Section 9: The City approves ten (10) leave with pay virtual shifts per school year for Regular School Crossing Guards who have selected Option B benefits to use for additional school holiday

additional school holiday closings or virtual day closings. Four (4) of the ten (10) shifts may be used for personal use, at his/her discretion.

Paid shifts are defined as two (2) hours each; therefore, Regular School Crossing Guards will receive a maximum of twenty (20) hours payment per school year.

Virtual shifts cannot be rolled over to the next academic school year. Any unused virtual shifts will be forfeited at the end of the school year.

Based on the end of the school year staffing needs of School Crossing Guards, it is recommended that employees schedule these hours prior to May 1<sup>st</sup> each school year.

Section 10: The City and the Union agree to the 'School Crossing Guard Rules & Regulations' set forth as an Addendum of this Collective Bargaining Agreement. The City and the Union agree to meet and discuss changes to the 'School Crossing Guard Rules & Regulations' prior to implementation.

#### **ARTICLE XIV**

#### **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: 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:

The City shall not discharge any employee without just cause. The employee and the President of the Local will be notified, in writing, that the employee has been discharged, and a copy of such notice will be sent to the Council office.

The Union may initiate a grievance concerning the suspension or discharge of an employee at the Second Step of the grievance procedure described herein.

##### **First Step – Supervisor and Human Resources Director**

An employee with a grievance shall discuss it with the Supervisor and the Human Resources Director within ten (10) days of its occurrence or knowledge of its occurrence. The Supervisor shall attempt to resolve the grievance to the mutual satisfaction of the employee and the City within five (5) days of its presentation. 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 to be satisfactorily resolved.

### Second Step – Department Head with Human Resources Director

If the employee is not satisfied with the disposition of his/her grievance after receiving a decision from the Superintendent, he/she may request that the Union steward submit a written appeal to his/her Department Head within five (5) workdays after a decision at the First Step is due. The Department Head shall give the employee a written decision within five (5) workdays 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 to be satisfactorily resolved.

### 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) workdays after a decision at the Second Step is due. The designee, within fifteen (15) workdays 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) workdays following the hearing, shall give the employee and Union a written decision. If the employee and/or Union does not proceed with the grievance to the fourth step within the time limits prescribed in the following subsection, and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

### 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) workdays 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 employee(s) 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 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 affixed in a 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 2: A grievance which affects a substantial number of employees may initially be presented by the Union at Step 2 of the grievance procedure. The Union shall designate one spokesman to act as representative for the group.

Section 3: 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 further grievance.

Section 4: The time limit set forth in this grievance procedure shall, unless extended by mutual agreement of the City and the Union, be binding and any grievance not timely presented shall not be considered a grievance under this agreement and shall not be arbitrable.

Section 5: 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 6: The City shall 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 XV**

### **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 XVI**

### **GENDER & NUMBER**

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

## **ARTICLE XVII**

### **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 Employee 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.

## **ARTICLE XVIII**

### **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 XIX**

### **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 XX**

### **DURATION**

Section 1: Pursuant to the requirements of Act 195, this agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2025, through December 31, 2027, and shall continue on the same terms and conditions thereafter from year to year. Either party may notify the other by certified mail on or before July 1, 2027, of its desire to modify or terminate 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 19th day of June, 2025.

**CITY OF ALTOONA**

Linda Pickett 6/19/25  
City Clerk Date

[Signature] 6/19/25  
City Manager Date

[Signature] 6/19/25  
Human Resource Director Date

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

[Signature] 6/19/25  
Date

[Signature] 19 JUNE 25  
Date

[Signature] 19 Jun 25  
Date