

**HARRISBURG CITY AND
AFSCME LOCAL 521
2017 - 2018
COLLECTIVE BARGAINING
AGREEMENT**

**Section No. 8
Exhibit No. 41**

AGREEMENT

Between

**LOCAL 521
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
DISTRICT COUNCIL 90**

and

**THE CITY OF HARRISBURG
PENNSYLVANIA**

January 1, 2017

through

December 31, 2018

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BASIC LABOR AGREEMENT
PREAMBLE

This Agreement entered into by the City of Harrisburg, Pennsylvania, hereinafter referred to as the Employer, and Local 521, American Federation of State, County and Municipal Employees, AFL-CIO, District Council 90, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Union and the Employer, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
RECOGNITION

SECTION 1. The American Federation of State, County and Municipal Employees, AFL-CIO, District Council 90, is recognized as the sole and exclusive representative for collective bargaining purposes for all non-uniformed, non-management employees as certified by the Pennsylvania Labor Relations Board.

SECTION 2. The term "employees" as used herein shall mean only those persons represented by the Union.

ARTICLE II
MANAGEMENT RIGHTS/WORKING RULES

SECTION 1. The management and direction of the working force is the responsibility of the City, including the right to hire, assign or transfer, promote, retain, discipline, discharge for proper cause, maintain efficient operations, relieve employees from duty for lack of work, determine and regulate the methods, processes and means of performance, schedule the work force on the existing shifts, introduce new or improved methods or facilities, and to extend, limit or curtail its operations when, in its opinion, it may deem it advisable to do so, provided this will not be used for the purpose of discrimination against the Union or any employee or to avoid any of the provisions of this Agreement or applicable law.

SECTION 2. Working Rules:

The City may promulgate work rules and regulations for the direction of the working force of the City and the conduct of its employees. Notice of the promulgation of any rule or regulation shall be given to the Union at least ten (10) working days prior to its effective date. The Union shall have the right to discuss the provisions of any such rules or regulations with the appropriate City officials. Such rules and regulations will not be inconsistent with any of the terms and conditions of this Agreement and will not be used for the purpose of discrimination against the Union or any employee or to avoid any of the provisions of this Agreement or applicable law.

SECTION 3.

- (a) The employer agrees that it shall not contract out or accept volunteers for bargaining unit work that would result in a layoff or downgrade of an employee, prevent recall from layoff of an employee or deny first opportunity without initially offering work to a bargaining unit employee who is available and capable of performing the work.
- (b) If a proposed contract or accepting of volunteers will result in the layoff, downgrading or delay in recall from layoff or denial of opportunity of an

available, competent employee, the Employer agrees to meet and discuss the proposed contract or accepting of volunteers with the Union prior to initiating that contract. Disputes regarding the Employer's actions under Section 3 of this Article may be submitted to the grievance procedure.

ARTICLE III UNION SECURITY

SECTION 1. Each member of the bargaining unit who, on the effective date of this Agreement, is or in the future becomes a member of the Union shall, after the effective date of this Agreement, be required to maintain his/her membership in the Union for the term of this Agreement, provided however, that such employee may resign from the Union in accordance with the following procedure:

1. The employee shall send a certified letter, return receipt requested, of resignation to AFSCME District Council 90 and a copy of the letter to the Bureau of Human Resources of the City. The official membership card, if available, shall 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 check off authorization.

SECTION 2. The Employer and the Union agree that all nonmembers of the Union shall be subject to a fair share fee in accordance with the Public Employee Fair Share Fee Law (Act 15) of 1993, and any amendments thereto.

SECTION 3. The Employer shall furnish each new affected employee with a copy of this Agreement together with a fair share fee notice and an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement. The Union shall be notified of each new employee and of employee address and status changes.

SECTION 4. It is hereby understood and agreed that supervisors will not perform work normally performed by members of the bargaining unit except for:

1. Emergencies,
2. After a bargaining unit member is called into work,
3. Training purposes,
4. Meal periods,
5. Rest periods, or
6. When performing such work, shall not be in excess of one (1) period of a fifteen (15) minute duration, and shall not result in loss of work or reassignment of any bargaining unit employee.

ARTICLE IV
PAYROLL DEDUCTIONS

SECTION 1. Upon the written authorization of any employee in the bargaining unit, the City agrees to deduct from the wages of the employee the sum certified by the Union as the initiation fee, assessments, and monthly Union dues. The City also agrees at regular intervals not less frequently than monthly to deliver the total sum thus withheld to the duly authorized Union representative.

SECTION 2. The Employer agrees to deduct a fair share fee biweekly from all employees in the bargaining unit who are not members of the Union. The City also agrees at regular intervals not less frequently than monthly to deliver the total sum thus withheld to the duly authorized Union representative.

SECTION 3.

- (a) The Employer agrees to deduct voluntary political and legislative (PAL) contributions from the pay of employees who are members of the Union and who provide written authorization for such deductions. The written authorization shall specify the amount to be deducted. The City also agrees at regular intervals not less frequently than monthly to deliver the total sum thus withheld to the duly authorized Union representative.
- (b) The employee's written authorization for PAL deductions shall be revocable at any time by the employee. An employee desiring to cancel PAL deductions shall file a written withdrawal of authorization with the Employer and the Union.

SECTION 4. Where an employee has been suspended, furloughed or discharged and subsequently returned to work with full or partial back pay or has been reclassified retroactively, the Employer shall deduct the Union membership dues, fair share fees and/or PAL contributions that are due and owing for the period for which the employee received back pay.

SECTION 5. The Employer shall provide the Union, on a quarterly basis, with a list of all employees in the bargaining unit represented by the Union. This list shall contain the following information: Name, address, social security number, agency in which employed (department and bureau), work site, pay grade and step.

SECTION 6. The Union agrees to indemnify and hold harmless the Employer from and against any and all claims, suits or actions which may be filed against the City arising out of the Employer's actions under this Article.

ARTICLE V
CREDIT UNION

SECTION 1. The Employer agrees to make payroll deduction available to employees who wish to participate in the Pennsylvania State Employees Credit Union, as designated by the Union, or any one of the credit unions duly chartered under State or Federal statutes and approved by the Employer.

SECTION 2. The Employer shall remit the deductions of employees together with an itemized statement to the applicable credit union designated under Section 1 above within three (3) business days following the pay date in which deductions were made.

SECTION 3.

- (a) The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes.
- (b) Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.
- (c) The Union or the credit union shall provide the Employer with copies of all forms and all literature to be distributed to employees.

ARTICLE VI
HOURS OF WORK

SECTION 1. The work week shall consist of five (5) consecutive work days in a pre-established work schedule except as otherwise agreed upon by the City and Union.

SECTION 2. The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

SECTION 3. The work shift shall consist of 7-½ or 8 hours of work within a pre-established work schedule except as otherwise agreed upon by the City and Union (i.e., 10-hour/12-hour shifts).

SECTION 4. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period or break periods.

SECTION 5. Work schedules showing the employees' shifts, work days and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted one week in advance. Where changes are to be made by the Employer for other than emergency reasons 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 6. Employees engaged in seven-day operations are defined as those employees regularly working in an activity for which there is scheduled employment seven days a week. The work week for seven day operations shall consist of any five days within a consecutive seven calendar day period, except as otherwise agreed upon by the City and Union with regard to ten (10) hour and twelve (12) hour shifts.

SECTION 7. In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change. If an employee is required to change shifts and cannot be off in accordance with the criteria set forth above, he/she shall be paid at the rate of one and one-half (1.5) times of his/her regular rate of pay for one shift.

SECTION 8. For those employees working a multi-fixed-shift operation, whenever a vacancy exists, employees in that classification will be polled and preference for the vacant shift will be given to the employee with the most bureau seniority currently in the job classification.

SECTION 9. For those employees working in a multi-fixed-shift operation, whenever management directs a reassignment, shift preference will be based on city-wide seniority.

ARTICLE VII **MEAL PERIODS**

SECTION 1. All employees shall be granted a non-paid, duty free meal period between the third and fifth hours of their normal work shift. The Employer may vary the scheduling of meal periods when the demands of work require such variance. In consideration that for certain operations this time frame may not be appropriate, an applicable meal period agreed upon by the Union and the Employer is acceptable.

SECTION 2. If any employee is required to work beyond his/her regular shift, said employee shall be granted a non-paid, duty free meal period two (2) hours after their normal quitting time and each four (4) hours thereafter.

SECTION 3. If an employee is directed to report to work outside his/her regular shift, said employee shall be granted a non-paid, duty free meal period at the end of his/her initial four (4) hours of work and each four (4) hours thereafter. The Employer may vary the scheduling of meal periods when the demands of work require such variance.

SECTION 4. Contrary to Section 1 of the Article, if the current policy is that an employee receives a paid, duty free meal period during said employee's normal work shift, this policy shall remain in full force and effect.

ARTICLE VIII
REST PERIODS

SECTION 1. All employees shall be permitted a fifteen (15) minute paid rest period during each one-half work shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. The Employer shall be able to vary the scheduling of rest periods when the demands of work require such variance.

SECTION 2. If an employee is required to work outside of his/her normal shift, said employee shall be permitted ten (10) minute paid rest period at the end of his/her initial three (3) hours of work whenever practical and each four (4) hours of work thereafter.

ARTICLE IX
EATING FACILITIES AND BREAK AREAS

SECTION 1. The Employer shall continue to provide adequate and sanitary eating facilities where they currently exist. The Employer agrees to notify the Union ten (10) working days in advance of any change in the location and/or condition of such eating facilities.

SECTION 2. Where such facilities are made available to employees, the Employer may prohibit employees from eating and drinking at their work site. Employees shall have access to such facilities during their rest periods, which shall be confined to fifteen (15) minutes.

ARTICLE X
HOLIDAYS

SECTION 1. Each employee who is a member of the bargaining unit shall be entitled to thirteen (13) paid holidays in each calendar year of this Agreement. For 7 ½ and 8 hour shifts, the following dates shall be recognized as paid holidays and shall be observed on the dates specified:

DATE HOLIDAY OBSERVED

| <u>Holiday</u> | <u>2017</u> | <u>2018</u> |
|-----------------------------------|--------------------|--------------------|
| New Year's Day | 01/02/17 | 01/01/18 |
| Martin L. King, Jr.'s Birthday | 01/16/17 | 01/15/18 |
| President's Day | 02/20/17 | 02/19/18 |
| Good Friday | 04/14/17 | 03/30/18 |
| Memorial Day | 05/29/17 | 05/28/18 |
| Independence Day | 07/04/17 | 07/04/18 |
| Labor Day | 09/04/17 | 09/03/18 |
| Columbus Day | 10/09/17 | 10/08/18 |
| Veteran's Day | 11/10/17 | 11/12/18 |

DATE HOLIDAY OBSERVED (cont'd)

| <u>Holiday</u> | <u>2017</u> | <u>2018</u> |
|--------------------------|--------------------|--------------------|
| Thanksgiving | 11/23/17 | 11/22/18 |
| 11 th Holiday | 11/24/17 | 11/23/18 |
| Christmas | 12/25/17 | 12/25/18 |
| 13 th Holiday | 12/26/17 | 12/26/18 |

An employee who is scheduled to work the day immediately before, on and/or immediately after a holiday, must be present at the work-site on all of the scheduled days to be entitled to holiday pay, except for use of approved vacation, personal, compensatory, bereavement, FML (for which the current certification identifies specific dates or days when the employee will be off and such include the holiday), Workers' Compensation or any other approved leave as referenced in Article XII of this agreement, provided that, if asked to document the need for bereavement leave, or any other approved leave as referenced in Article XII of this agreement, the employee will do so within ten (10) calendar days of the request. If such documentation is not provided within ten (10) calendar days of the request, the employee will not receive holiday pay and, if incorrectly paid for the holiday, will reimburse the City on the next pay period. It is understood that employees on Workers' Compensation will not receive additional holiday pay but will rather be paid for the holiday at the Workers' Compensation rate.

Use of approved, pre-scheduled sick leave for a doctor's appointment and/or medical treatments will also be allowed. However, an employee who is scheduled to work the day immediately before, on and/or immediately after the holiday and who calls off sick or calls off FML (for which the current certification does not identify specific dates or days when the employee will be off, and/or such does not include the holiday), the day immediately before, on and/or immediately after the holiday, on more than one holiday occasion in a calendar year, will not be entitled to holiday pay unless he/she provides a valid doctor's excuse for the absence.

SECTION 2. Monday shall be recognized as a holiday for all holidays that fall on Sunday, and Friday for all holidays that fall on Saturday.

SECTION 3. For all employees on a seven-day operation, the holiday shall be deemed to fall on the day on which the holiday occurs, as follows:

DATE HOLIDAY OCCURS

| <u>Holiday</u> | <u>2017</u> | <u>2018</u> |
|-----------------------------------|--------------------|--------------------|
| New Year's Day | 01/01/17 | 01/01/18 |
| Martin L. King, Jr.'s Birthday | 01/16/17 | 01/15/18 |
| Presidents Day | 02/20/17 | 02/19/18 |

DATE HOLIDAY OCCURS (cont'd)

| <u>Holiday</u> | <u>2017</u> | <u>2018</u> |
|--------------------------|--------------------|--------------------|
| Good Friday | 04/14/17 | 03/30/18 |
| Memorial Day | 05/29/17 | 05/28/18 |
| Independence Day | 07/04/17 | 07/04/18 |
| Labor Day | 09/04/17 | 09/03/18 |
| Columbus Day | 10/09/17 | 10/08/18 |
| Veteran's Day | 11/11/17 | 11/11/18 |
| Thanksgiving | 11/23/17 | 11/22/18 |
| 11 th Holiday | 11/24/17 | 11/23/18 |
| Christmas | 12/25/17 | 12/25/18 |
| 13 th Holiday | 12/26/17 | 12/26/18 |

SECTION 4. Effective 01/01/08, in addition to holiday pay, which is paid at the straight time rate, if an employee works on any of the holidays as provided for in Section 1 or Section 3 of this Article, he/she shall receive double time for all actual hours worked on the holiday. All 12-hour shift employees will receive twelve (12) hours of holiday pay at the straight-time rate for each of the thirteen (13) holidays. Reference to the straight-time rate in this Section is not intended to negate the provisions of Article XVII, Section 1 of the contract.

ARTICLE XI **PERSONAL DAYS**

Each employee in the bargaining unit shall receive three (3) paid personal leave work days to be taken at the option of the employee. Personal days shall be available January 1 of each year but will be earned on a prorated basis such that an employee earns one personal leave day after having worked four (4) months. Any employee who has used more than his/her pro-rated and/or earned allotment of personal leave shall have the value of the excess allotment used deducted from his/her final paycheck. If the value of the excess allotment is greater than the amount of the employee's final paycheck, the employee shall reimburse the Employer in a lump sum or sign a judgment note in the City's favor for the total amount due and execute a payment plan prior to receiving his/her final paycheck.

Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operation. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the most senior employee shall be given a choice of personal leave in the event of any conflict in selection.

Requests for emergency personal leave will be granted at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for personal leave.

ARTICLE XII
LEAVES OF ABSENCE

SECTION 1. Union Leave:

- (a) Attendance at all meetings between the City and the Union for grievances under the contract, labor management meetings, City-sanctioned health & safety meetings, and contract negotiations between the City and the Union shall be considered time on duty and paid for as such, only for those hours employees are otherwise scheduled to work during such meetings. The Employer shall make reasonable efforts to change the work schedules of affected employees to coincide with such meetings whenever such change will not obligate the Employer to make overtime payments. Employees must notify the Department Head or his/her representative at least twenty-four (24) hours in advance of said function whenever practicable and, in any event, must notify the Department Head or his/her representative before leaving the job to attend the above functions.
- (b) The Union agrees to limit employee representatives at contract negotiations no more than seven (7) employees to be selected by the Union.

SECTION 2. Jury Duty and Court Attendance:

All full-time employees called for jury duty, or subpoenaed to attend court for City work-related matters, and any criminal or civil matter which does not involve the employee or a member of his/her immediate family as a party or defendant shall be granted leave of absence without loss of normal pay while attending court. Notice of jury duty for court attendance shall be given to the Department Head as far in advance as possible. An employee required to attend court either as a juror or witness shall, insofar as practical, perform his/her duties before court convenes or after it adjourns so long as this occurs within his/her normal working day.

SECTION 3. Military Reserve Duty:

Employees of the City who are members of any reserve component of the United States Army, Navy, Air Force, or Marine Corps are entitled to a leave of absence without loss of pay, efficiency rating or seniority on all working days not exceeding fifteen (15) days or one hundred eighty (180) hours in any one year, said year defined as that twelve (12) month fiscal period utilized by the applicable military unit, during which they are, as members of such reserve components, engaged in the active service of the United States or in field training or other service ordered or authorized by the Federal Forces (Act No. 255 P.L. 677, approved July 12, 1935, or as the Act may be amended).

SECTION 4. National Guard Duty:

Employees of the City who are members of the Pennsylvania National Guard are entitled to a leave of absence without loss of pay, efficiency rating or seniority on all days not exceeding fifteen (15) days or one hundred eighty (180) hours, whichever is less, in any one year, said year defined as that twelve (12) month fiscal period utilized by the applicable military unit, during which they are, as members of the National Guard, engaged in the active service of the Commonwealth or in field training or other service ordered or authorized under the provisions of the Military Code of 1975, P.L. 233, or as it may have been amended.

SECTION 5. Union Business Leave:

The City agrees to permit up to four (4) employees, maximum one per bureau, at one time leave without pay to attend Union conventions, educational seminars or other Union functions. Such employees on Union business leave shall accumulate seniority during such leave.

SECTION 6. Firefighting/Civil Defense/Red Cross:

Permanent, full-time employees who with the prior approval of the Employer are involved in firefighting duties or civil defense rescue or Red Cross work during a fire, flood, hurricane or other disaster within the limits of the City of Harrisburg may be compensated at their regular rate of pay for time spent in such activities.

Proof of such participation in the above activities will be required in writing from the fire department, forest unit, civil defense agency, Red Cross or other organization with which they serve before payment will be made.

SECTION 7. Parental Leave:

All permanent female employees who become pregnant and/or adopt an infant under the age of six (6) months, and all permanent male employees who become fathers and/or adopt an infant under the age of six (6) months shall be granted parental leave upon request.

(a) Duration of Leave:

1. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee, at least thirty (30) days in advance of the end of the initial six (6) month period whenever possible, and at the discretion of the Department Head, parental leave may be extended for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

2. In no case shall the employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

(b) Job Protection:

1. While an employee is on parental leave, the duties of his/her position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.
2. Every employee has the right to return to the same position in the same classification he/she held before going on parental leave or to an equivalent position with regard to pay and skill.

(c) Seniority Rights:

Upon return from parental leave, an employee shall retain all seniority and pension rights.

(d) Pay Status During Leave:

1. During the period that an employee is unable to work as certified by a physician, both before and after child birth, she is entitled to use accrued vacation, personal and sick leave.
2. For all other periods of parental leave, an employee is entitled to use his/her accrued vacation and personal leave prior to being placed on leave without pay.
3. An employee shall not earn vacation and sick leave while he/she is on parental leave without pay.

- (e) It is understood by both parties that the provisions of this Section are not in violation of the Pennsylvania Human Relations Act of 1969 and the Family and Medical Leave Act.

SECTION 8. Educational Leave:

- (a) Permanent, full-time employees who are required by the Employer in writing to take educational courses, training sessions or seminars shall be compensated for time actually spent at said classes at said employee's regular rate of pay.
- (b) Permanent, full-time employees shall be compensated for fees paid to satisfy the requirements necessary to obtain and maintain licenses or certifications that the Employer, regulations or laws require because of the employee's position. Such fees will be paid on a first-come, first-serve basis from an annual aggregate maximum City-wide amount of \$8,000.00 which will constitute the total amount of monies designated for the

purpose set forth herein. When \$8,000.00 is exhausted for purposes of this section, no further reimbursements will be made that year. Such compensation to employees will be a one-time reimbursement payment and not an annual incentive payment.

The provisions of this section do not apply to classes scheduled by the Employer, for which the Employer pays, and the annual aggregate maximum amount of \$8,000.00 will not be impacted by the cost of any classes scheduled by the Employer.

SECTION 9. Liberal Leave:

When the City declares that the liberal leave policy is in effect, employees may request use of vacation leave, personal leave or leave without pay for all or part of the regularly scheduled shift. Such requests will be liberally granted, without prior approval, subject to the Employer's responsibility to maintain necessary public services.

ARTICLE XIII
VACATIONS

SECTION 1.

- (a) All current City employees shall earn paid vacation leave in accordance with Schedule A-1 that follows. Employees hired after October 28, 2013 shall earn paid vacation in accordance with Schedule A-2. All vacation leave that non-probationary employees earn in a calendar year will be made available on January 1st of that calendar year, provided that the employee is in an active status to earn leave. Probationary employees may only use earned vacation leave and, upon completion of the probationary period, such employees shall have available the applicable, prorated allotment of vacation leave in accordance with the following schedule:

SCHEDULE A-1

| <u>Service Requirement</u> | <u>Allotment in Hours 7.5-Hour/Day Employees</u> | <u>Allotment in Hours for 8-Hour/Day or 12-Hour/Day Employees</u> |
|-----------------------------------|---|--|
| Month 1-12 | 5.00 hours per month | 5.34 hours per month |
| Months 13-36 | 6.88 hours per month | 7.34 hours per month |
| Months 37-96 | 10.63 hours per month | 11.34 hours per month |
| Months 97-168 | 15.00 hours per month | 16.00 hours per month |
| Months 169-Separation | 18.75 hours per month | 20.00 hours per month |

SCHEDULE A-2
Employees Hired After October 28, 2013

| <u>Service Requirement</u> | <u>Allotment in Hours 7.5-Hour/Day Employees</u> | <u>Allotment in Hours for 8-Hour/Day or 12-Hour/Day Employees</u> |
|----------------------------|--|---|
| Month 1-12 | 5.00 hours per month | 5.34 hours per month |
| Months 13-36 | 6.88 hours per month | 7.34 hours per month |
| Months 37-96 | 10.63 hours per month | 11.34 hours per month |
| Months 97- Separation | 13.74 hours per month | 14.67 hours per month |

All service requirements are calculated from the date of hire and vacation leave is earned on a monthly basis in accordance with the employee's seniority date.

- (b) Up to forty-five (45) days of vacation can be carried over into the next calendar year. Any employee who cannot adhere to the carry-over limitations set forth in this section because of work requirements may request the Bureau Director's approval to carry over additional vacation, which approval shall not be unreasonably withheld.

SECTION 2.

- (a) When an employee separates from the service of the Employer for any reason, the number of vacation hours to which the employee is entitled shall be prorated as of the date of separation. An employee who has used less than his/her prorated entitlement shall be compensated in a lump sum for the unused portion. An employee who has used more than his/her prorated entitlement shall have the value of the excess hours used deducted from his/her final paycheck. If the paycheck is not sufficient to cover the excess hours used but not earned, the employee shall reimburse the Employer in a lump sum or sign a judgment note in the City's favor for the total amount due and execute a payment plan prior to receiving his/her final paycheck.
- (b) For the purpose of computing vacation for separation pay, an employee shall be considered to have earned the vacation allotment for any month in which such employee is employed up to and including the employee's seniority date.

SECTION 3.

- (a) Vacations shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain an efficient operation. If the nature of the work makes it necessary to limit the

number of employees on vacation at the same time, seniority, as defined in Article XXIV, Section 2 shall determine vacation selection, subject to the conditions contained in paragraph (b) of this Section.

- (b) Annually, between December 1st and December 15th, employees will be canvassed to determine their preferences for vacation periods for January 1 through December 31 of the following year. Approved vacation schedules will be posted by December 31st. Any portion of an employee's vacation allotment which has not been selected by December 15th will be considered for approval on a first come, first serve basis regardless of seniority. Vacation requests submitted after December 15th will be approved or denied within two (2) working days.

SECTION 4. If a holiday occurs during the time the employee is on vacation, such holiday will not be charged to vacation leave.

SECTION 5. An employee who becomes ill while on vacation leave may elect to use sick with pay (SWP) provided that he/she has sick leave available and can supply a doctor's certificate as proof of illness upon return to work.

ARTICLE XIV SICK LEAVE

SECTION 1.

- (a) Sick leave shall be defined as paid leave provided to compensate an employee who is not present at the work site to perform his/her job duties due to a legitimate bona fide illness or injury to himself or herself, or due to a legitimate bona fide illness or injury to his/her mother, father, spouse, domestic partner (at the time of the request, the employee must be in compliance with all of the requirements of the City's Domestic Partner Benefits Program to qualify for this benefit and such benefit will not be retroactively approved) or child in accordance with Section 6 of this Article.
- (b) Provided the employee is in an active status to earn leave, all City employees shall earn and accumulate one (1) paid sick leave day per month, up to twelve (12) paid sick leave days per year, which are available as of January 1st of each calendar year but are earned on a monthly basis. Probationary employees hired after the 15th of any month, will not begin to accrue sick leave until the month following their date of hire. Any days not used by an employee during the calendar year will be deposited annually in his/her personal sick leave bank. In addition to these days, the Employer will make an annual deposit to each employee's sick leave bank in accordance with the following schedule:

**Number of unused days
Deposited by employee**

**Number of additional days
Deposited by Employer**

12 days
11 days
10 days
9 days
8 days
7 days

6 days
5 days
4 days
3 days
2 days
1 day

Leave deposited in the bank will accumulate with no maximum accrual. An employee must utilize the current year's sick leave allowance before withdrawing leave from the bank.

SECTION 2. At the conclusion of each calendar year, any employee whose personal sick leave bank contains more than sixty (60) days of leave may elect to sell back to the City any unused days from that calendar year, up to a maximum of twelve (12) days, in lieu of making additional deposits to the personal sick leave bank. In no event will a buy-back be permitted to reduce a personal sick leave bank below the sixty (60) day level. The City will buy back sick leave days at the rate of seventy-five (75%) percent of the employee's base hourly wage as of December 31 of the year in which the days were accrued. The Employer must be notified of any employee's intended sellback by February 15th of the following year. Sick leave buy-back shall be payable on or before the first pay period in May.

SECTION 3.

- (a) In the event an employee with at least ten (10) years of service leaves the employ of the Employer for any reason, except termination for just cause, such employee shall be compensated for fifty percent (50%) of all sick leave that was accumulated up to a maximum of one hundred twenty (120) days. The maximum sick leave buy-back permitted under this provision is sixty (60) days. In the event an employee with at least five (5) years of service leaves the employ of the Employer for any reason, except termination for just cause, such employee shall be compensated for twenty-five percent (25%) of sick leave that was accumulated, up to a maximum of one hundred twenty (120) days. The maximum sick leave buy-back permitted under this provision is thirty (30) days. All sick leave days will be bought back at the rate of the employee's base hourly wage as of December 31st of the year in which the days were accrued.
- (b) In lieu of the compensation set forth in Section 3(a) above, an employee who, after being vested, leaves City employment, for any reason except termination for just cause, may elect to convert one hundred percent (100%) of all sick leave to pension service credits, except that no employee may convert sick leave to pension service credits for the

purpose of meeting the Rule of 85 requirements pursuant to Section 11 of Article XXXI below. If the employee chooses this option, the Employer will make the required pension contributions on behalf of the employee for the amount of service credited.

- (c) Any employee who has used more than his/her prorated and/or earned allotment shall have the value of the excess allotment used deducted from his/her final paycheck. If the value of the excess allotment is greater than the amount of the employee's final paycheck, the employee shall reimburse the Employer in a lump sum or sign a judgment note in the City's favor for the total amount due and execute a payment plan prior to receiving his/her final paycheck.

SECTION 4. At the City's request, medical documentation will be required for a sick leave usage of three (3) or more consecutive work days including work days split by a weekend or scheduled days off. For absence of less than three days, a doctor's certificate may be required, upon the City's request, if the Employer has reason to believe that the employee has requested and/or used sick leave for a reason other than identified in Section 1 (a) of this Article.

SECTION 5.

- (a) Provisions of the Family and Medical Leave Act: Requests for periods of leave pursuant to the Family and Medical Leave Act will be handled in accordance with the City's Family Medical Leave Policy and Procedures.
- (b) Provisions of the Americans with Disabilities Act: Requests for accommodations pursuant to the Americans with Disabilities Act will be handled in accordance with the City's Reasonable Accommodation Policy and Procedures.
- (c) Employees may not work a second job during the hours they are off work at the City on Sick Leave or Family Medical Leave.

In the event the City's policies conflict with the applicable state and/or federal laws, the state and/or federal laws shall prevail.

SECTION 6. An employee may use sick leave for the illness of his/her mother, father, spouse, domestic partner (at the time of the request, the employee must be in compliance with all of the requirements of the City's Domestic Partner Benefits Program to qualify for this benefit and such benefit will not be retroactively approved), child, or stepchild age 18 years or younger who is a member of the employee's household. Proof of such illness must be furnished to the Employer, upon request.

SECTION 7. Employees may use up to four (4) hours of sick leave per calendar year to donate blood and up to six (6) hours of sick leave per calendar year to donate platelets.

ARTICLE XV
BEREAVEMENT LEAVE

SECTION 1. Employees shall be entitled to use up to five (5) work days of paid bereavement leave in the event of the death of one of the following: mother, father, stepmother, stepfather, spouse, child, stepchild, brother, sister, or domestic partner (at the time of the request, the employee must be in compliance with all of the requirements of the City's Domestic Partner Benefits Program to qualify for this benefit and such benefit will not be retroactively approved). Up to five (5) work days of paid leave is also available in the event of the death of a grandparent or grandchild who is a member of the employee's household, as evidenced by the Employer's health insurance records, the employee's federal income tax return, or other proof satisfactory to the Employer.

SECTION 2. Employees shall be entitled to use up to three (3) work days of paid bereavement leave in the event of the death of one of the following: grandparent or grandchild who is not a member of the employee's household, mother-in-law, father-in-law, brother-in-law, or sister-in-law. All in-laws shall be defined as the immediate family of the employee's present spouse.

SECTION 3. The employee shall furnish documentation of the need for bereavement leave if requested by the Employer. If the deceased individual is not a resident of the United States, special consideration will be given to the need for documentation and, if required, an extended reasonable period of time to furnish documentation will be granted.

ARTICLE XVI
COMPENSATION

SECTION 1. The compensation package for all employees in the bargaining unit as of December 31, 2016 shall be as follows:

1. 01/01/2017.....1%
2. 01/15/2017..... \$1,000.00 lump sum per employee
3. 01/01/2018.....1%
4. 01/15/2018..... \$1,000.00 lump sum per employee

SECTION 2. Employees shall receive longevity pay, in addition to their regular base pay salary, in an amount based on the following formula:

1. After five (5) years of service, employees shall receive a \$50.00 annual payment on the first pay date of December.
2. After ten (10) years of service, employees shall receive a \$100.00 annual payment on the first pay date of December.

3. After fifteen (15) years of service, employees shall receive a \$150.00 annual payment on the first pay date of December.

Such payment shall be subject to all applicable taxes.

SECTION 3. Effective 2008, employees shall receive longevity pay, in addition to their regular base pay salary, in an amount based on the following formula:

1. After five (5) years of service, employees shall receive one-quarter percent ($\frac{1}{4}$ %) of base pay;
2. After ten (10) years of service, employees shall receive one-half percent ($\frac{1}{2}$ %) of base pay;
3. After fifteen (15) years of service, employees shall receive three-quarters percent ($\frac{3}{4}$ %) of base pay;
4. After twenty (20) years of service, employees shall receive one percent (1%) of base pay.

Effective 2011, employees shall receive longevity pay, in addition to their regular base pay salary, in an amount based on the following formula:

1. After five (5) years of service, employees shall receive one-half percent ($\frac{1}{2}$ %) of base pay;
2. After ten (10) years of service, employees shall receive one percent (1%) of base pay;
3. After fifteen (15) years of service, employees shall receive one and one-half percent ($1 \frac{1}{2}$ %) of base pay;
4. After twenty (20) years of service, employees shall receive two percent (2%) of base pay.

Longevity payments will be made annually on the first pay date in December. Employees must have reached the years of service requirement by the Monday before paychecks are issued to be eligible for a longevity payment in that year. Longevity payments shall be subject to all applicable taxes.

SECTION 4. Employees who are eligible for and receiving longevity as of October 28, 2013 shall have their longevity payment frozen at its then current rate through December 31, 2016. Employees hired on or prior to December 31, 2012 who are not receiving longevity as October 28, 2013 shall not be paid longevity during the term of this contract. Longevity pay shall not be paid to any employees hired on or after October 28, 2013.

ARTICLE XVII
OVERTIME

SECTION 1. Provided the employee is in compensable status for the entire pay week, all hours worked outside an employee's regular shift or in excess of forty (40) hours per week shall be paid at a minimum rate of time and one-half. Provided the employee is in compensable status for the entire pay week, twice the employee's regular rate of pay shall be paid for all hours worked over twelve (12) continuous hours. Employees who work 7.5 hour schedules will not be eligible to earn overtime until they work eight (8) hours per day or forty (40) hours per week.

SECTION 2. The following items will be regarded as hours worked for the purpose of computing overtime pay.

1. Hours worked,
2. Rest periods,
3. Holiday leave,
4. Approved paid sick leave, and
5. Approved paid vacation leave.

SECTION 3. There shall be no duplicating or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

SECTION 4.

- (a) Scheduled overtime will be assigned on a rotating seniority basis within a bureau classification among those full-time employees available and qualified to do the work, unless an emergency situation exists which makes it impossible to schedule overtime on a rotating seniority basis because of the time delay in calling those listed on the roster. All overtime opportunities shall be equalized among full-time employees within a bureau classification. Full-time employees will be offered any and all overtime opportunities prior to part-time employees. Part-time employees will not be utilized to avoid the payment of overtime to full-time employees. Overtime opportunities will be recorded and posted in each bureau. Employees on modified duty for a non-work-related injury or illness, on light duty for a work-related injury, or off on workers' compensation will not be eligible for overtime, nor will overtime be equalized for such employees.
- (b) Any employee who is inadvertently not afforded the opportunity to work overtime in accordance with the rotating seniority list shall be afforded sufficient opportunities to work overtime to equalize the hours lost within twelve (12) months. If sufficient opportunities are not afforded within this period, the employee will be paid for the hours lost.

SECTION 5. Upon notice being posted forty-eight (48) hours in advance, the City may schedule mandatory overtime as determined by the Department or Bureau head. In emergency situations, as defined by the Department or Bureau head, the City may immediately schedule mandatory overtime.

SECTION 6. Employees who call off using sick leave or any type of leave without pay will not be eligible to work voluntary overtime for a twenty-four (24) hour period which will commence as of the date and start time of the shift for which the employee calls off.

ARTICLE XVIII
SHIFT DIFFERENTIAL

An employee whose regular work schedule begins during the shifts defined below will be paid the designated differential, as follows:

Differential for 7½ or 8-Hour Work Schedule

| <u>Start Time</u> | <u>Shift Differential</u> |
|------------------------|---------------------------|
| 1. 8:00 PM to 2:59 AM | \$.85/hour |
| 2. 3:00 AM to 11:59 AM | None |
| 3. Noon to 7:59 PM | \$.70/hour |

Differential for 12-Hour Work Schedule

| <u>Start Time</u> | <u>Shift Differential</u> |
|-----------------------|---------------------------|
| 4. 3:00 AM to 2:59 PM | None |
| 5. 3:00 PM to 2:59 AM | \$.85/hour |

When an employee's regular shift is changed, a shift differential will be paid in accordance with the above schedule.

When an employee is mandated to work overtime immediately prior to and/or after a shift for which shift differential applies, shift differential shall be paid from the time the employee starts until he is released.

When an employee is filling in for a position for which shift differential applies, shift differential will be paid for all hours worked within the shift differential period.

ARTICLE XIX
CALL-IN PAY

SECTION 1. Employees called to work two (2) hours or less directly prior to the start of the employee's regularly scheduled shift shall be paid four (4) hours pay at the employee's regular rate of pay.

SECTION 2. Employees called to work more than two (2) hours prior to the start of the employee's regularly scheduled shift will be guaranteed a minimum of four (4) hours work or pay at the rate of time and one-half of the employee's regular rate of pay.

SECTION 3. Call-ins will be limited to one call in a twenty-four (24) hour period unless specifically authorized by the supervisor.

SECTION 4. A call in occurs when an employee is asked to report to work twelve (12) or fewer hours before the start time of the assignment. An employee asked to report to work more than twelve (12) hours prior to the start time of the assignment will be considered to be pre-scheduled.

SECTION 5. Shift differential only applies to call-ins in those instances where the position to which the employee is called-in is his or her regular position for which a shift differential applies, or when an employee is called in to work in a position for which a shift differential applies.

SECTION 6. An employee who uses leave to fill-out the remaining hours on a scheduled shift after having been called-in before his/her regular shift will be compensated for such leave at the straight time rate.

ARTICLE XX **LIFE INSURANCE**

SECTION 1. The City agrees to pay one hundred (100%) percent of the premium cost for life insurance for each employee in the face amount of \$35,000.00 in the same form of contract as heretofore provided for active City employees.

Employees may purchase up to an additional \$50,000 in life insurance coverage, at their own expense, at City rates. Employees will be afforded the opportunity to purchase insurance in minimum \$5,000 blocks on an annual basis during open enrollment periods. Premium payments for the additional insurance will be made through payroll deduction. It is understood that employees' ability to purchase additional life insurance is conditioned on their ability to meet the requirements of the City's carrier, which may include, but which is not limited to, a requirement for a physical and/or the completion of an affidavit concerning the state of the employee's health at the time the additional coverage is sought. It is further understood that, due to unacceptable risk, the City's carrier may decline to issue supplemental coverage and that, in such circumstances, the City is not obligated to guarantee the additional coverage, and that should the carrier decline to issue additional insurance, the matter may not be grieved. If an employee who has elected to purchase additional life insurance is in an unpaid status and will not have sufficient monies in his/her gross pay check for the premium amount to be deducted, the employee must insure that the premium payment associated with the additional life insurance is received in the Bureau of Human Resources by close of business on each applicable pay date. If the premium payment is not received in the Bureau of Human Resources on the applicable pay date, coverage will be terminated, and the employee may not reinstate coverage until the next annual opportunity to elect such.

SECTION 2. The City of Harrisburg will provide a paid up \$5,000.00 life insurance policy for all non-uniformed employees upon retirement.

ARTICLE XXI
MEDICAL AND HOSPITAL BENEFITS

SECTION 1.

- (a) The City shall make available for the employees and his/her eligible dependents, including a domestic partner (at the time of the request, the employee must be in compliance with all requirements of the City's Domestic Partner Benefits Program to qualify for the benefit and such benefit will not be retroactively approved), the following medical coverage:
1. Effective October 28, 2013, the base health care plan provided to all active employees shall be Select PPO Blue – 100%/80% Co-insurance; \$250/\$500 In-Network Deductible; \$20/\$40 Office Visits (“OV”) Co-pay; \$100 Emergency Room (“ER”) Co-pay. Effective January 1, 2014, the base health care plan provided to all active employees shall be the PPO Blue – 90%/70% Co-insurance; \$250/\$500 In-Network Deductible; \$20/\$40 OV Co-pay; \$100 ER Co-pay; \$500/\$1000 Out of Pocket (“OOP”) Maximum.
 2. Effective October 28, 2013, all employees shall contribute to the premium cost of medical and hospital insurance in accordance with the below schedule, which is based on the percentage of base salary earned by an employee. Bases salary shall not include longevity, shift differential or overtime.

Percent of Base Salary

2017 - 2018

| | |
|------------------------------|------|
| Single coverage | 2.0% |
| 2-person coverage | 4.0% |
| 3-person coverage | 5.0% |
| 4 or more person coverage | 6.0% |

All employee contributions shall be by payroll deductions. Such contributions will become effective on the employee's date of hire and will be deducted beginning with the employee's first paycheck. Employees hired on or after 9/1/07 shall have their contribution modified to the schedule above.

- (b) Employees who document to the City that they are adequately covered by health insurance from a source other than the City may, upon such documentation and written request to the City, opt to receive a monthly payment of one hundred dollars (\$100.00) in lieu of receiving health insurance from the City pursuant to this Article. This payment shall be made on the first pay of every month.

Employees may re-enroll in the City's health insurance plan by giving the City thirty (30) days advance written notice, provided that once an employee re-enrolls, he/she may not opt to withdraw again prior to the end of the then current contract year.

SECTION 2. The City agrees to provide the following dental coverage to all bargaining unit employees and their eligible dependents, including domestic partners (at the time of the request, the employee must be in compliance with all requirements of the City's Domestic Partner Benefits Program to qualify for the benefit and such benefit will not be retroactively approved):

| | | |
|----|---|---------------------------|
| 1. | Basic: | 100% UCR |
| 2. | Oral Surgery: | 100% UCR |
| 3. | Prosthetic Crowns, Inlay and Onlay Restoration: | 85% UCR |
| 4. | Periodontics: | 100% UCR |
| 5. | Orthodontics: | 100% UCR of \$1,200.00 |

Effective October 1, 2005, the overall cap will be \$1,500.

Effective October 1, 2002 the cap on orthodontic coverage for children, under the age of 19, remains \$1,200.00.

SECTION 3.

- (a) Employer shall have the right to purchase equivalent medical, hospital, and dental benefits from a different, qualified carrier. Employee benefits shall not be reduced as a result of any change of carrier(s).
- (b) In addition, the City may change the health insurance plan to PEBTF coverage if approved by PEBTF at any time during the term of this Agreement and any subsequent amendments. In the event a change in the City's health insurance plan is made to move to PEBTF coverage, the base year for cost sharing for increases in health care costs provided for in Paragraph (c) below shall be re-set.
- (c) Beginning with the calendar year commencing January 1, 2015, if the City's increases in its medical and health insurance COBRA rates exceed six percent (6%) over the prior year's rates, the City and AFSCME shall

negotiate changes in the design of the health care plans to reduce the amount of the City's increases in its share of the costs of monthly contributions. For purposes of calculating increases in costs, the COBRA rates established by the City's third party administrator(s) shall be used, and the annual increase shall be determined based on the effective date of the plan year. In calculating the six percent (6%) increase, the percentage shall be based on the amount paid by the City and shall not include employee contributions. In the event the City and AFSCME are unable to reach agreement on plan design changes, the plan design changes shall be subject to an expedited interest arbitration procedure. Either party may request the appointment of a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure in Article XXVIII of this Agreement. The decision of the arbitrator on this issue shall be issued within forty-five (45) calendar days of the notice of submission to arbitration.

SECTION 4.

- (a) Effective as of October 28, 2013, retirees eligible for coverage shall receive post-retirement health care coverage under the same health plan provided to active employees, which coverage may be modified to the extent the coverage for active employees is modified. All conditions and restrictions applied to current employees, such as co-payment amounts or changes in plan design or coverage, shall be applied to retirees receiving post-retirement health care coverage
- (b) Effective as of October 28, 2013, for retirees retiring under the Rule of 85 retirement window provided for in Section 11 of Article XXXI, the City shall pay one hundred (100%) percent of the cost of health insurance up to Medicare eligibility, provided that the retiree has attained the age of fifty-five (55) by 12/31/2013. Retirees retiring under the Rule of 85 retirement window who have not attained the age of fifty-five (55) by 12/31/2013 shall be eligible only for the 60% payment toward coverage provided for below up to Medicare eligibility.
- (c) Effective as of October 28, 2013, for those retirees retiring at the age of sixty (60) with twenty (20) years of service, but who do not retire during the Rule of 85 retirement window, the employee shall pay an amount equal to the amount which the employee would pay for individual coverage as of the date of retirement. In order to be and remain eligible to receive post-retirement health care coverage, retirees must be receiving their pension benefit. The retiree's remittances for the cost of coverage shall be paid monthly in advance by direct deduction from the pension payments and direct payment to the City; retirees shall sign all necessary paperwork to permit such direct deductions and payments; provided, further, that if such direct deductions and payments from the pension

payments are not authorized as required by law then the parties shall negotiate another method to guarantee payment. Upon reaching Medicare eligibility, a retiree shall be eligible only for the reimbursement provided for in subsection (f)(1) below. This coverage does not include prescription drugs, dental or vision coverage.

- (d) The City agrees to pay sixty percent (60%) of the cost of health insurance for employees retiring on or after January 1, 2002, with twenty (20) or more years of service or at least fifteen (15) years of service at age sixty-five (65). This coverage does not include prescription drug, dental or vision coverage. Upon reaching Medicare eligibility, a retiree shall be eligible only for the reimbursement provided for in subsection (f)(1) below.
- (e) Retirees who are not eligible for Medicare:
 - 1. Coverage under this Section shall include the health care product in effect for the retiree only until the retiree is Medicare eligible.
 - 2. The retiree may elect to continue to cover his/her eligible dependents, until the dependents are Medicare eligible, by paying the full cost of the coverage.
 - 3. The dependent's portion of the premium cost will be deducted from the retiree's monthly pension payment.
 - 4. Dependent coverage will cease if the retiree fails to pay the required cost when due or when the dependent is Medicare eligible, regardless of whether the dependent enrolls in Medicare.
 - 5. If the retiree should die, the surviving spouse and eligible dependents may continue coverage under the same conditions as when the retiree was alive, provided the surviving spouse or dependent pays the full cost of the coverage.
- (f) Retirees who are eligible for Medicare:
 - 1. Effective as of October 28, 2013, retirees eligible for coverage shall receive post-retirement health care under this Agreement only until the date said retiree reaches the age of Medicare eligibility. Following a retiree's attainment of Medicare eligibility, the entitlement to receive post-retirement health care shall cease and retirees shall be entitled to receive only cash reimbursement in an amount not to exceed \$250 per month for supplemental insurance purchased by the retiree, increasing up to a maximum of \$350 per month reimbursement under the

following schedule:

Maximum monthly reimbursement

| | |
|-----------------|-------|
| Thru 12/31/2016 | \$250 |
| 2017 | \$260 |
| 2018 | \$270 |
| 2019 | \$280 |
| 2020 | \$290 |
| 2021 | \$300 |
| 2022 | \$310 |
| 2023 | \$320 |
| 2024 | \$330 |
| 2025 | \$340 |
| 2026 | \$350 |

AFSCME may file a grievance on behalf of a retiree under this section in accordance with the grievance and arbitration procedures set forth in the Basic Labor Agreement.

2. The retiree may elect to continue to cover his/her eligible dependents by paying the full cost of coverage.
 3. The dependent portion of the premium cost will be deducted by the retiree's monthly pension payment.
 4. Dependent coverage will cease if the retiree fails to pay the required cost when due or when the dependent is Medicare eligible, regardless of whether the dependent enrolls in Medicare.
 5. If the retiree should die, the surviving spouse and eligible dependents may continue coverage under the same conditions as when the retiree was alive, provided the surviving spouse or dependent pays the full cost of coverage.
- (g) Retirees shall not be eligible for post-retirement health care benefits if the retiree has available health insurance coverage elsewhere at a reasonably comparable benefit level and at the same or lower cost, including by way of example, available coverage through a spouse or other employer. In such circumstance, the retiree's coverage under the City's plan shall be suspended. Coverage under the City's plan may be reinstated upon proof of the termination of coverage or eligibility for such coverage under the alternative plan. AFSCME may file a grievance on behalf of a retiree whose coverage is suspended or denied reinstatement to the City's plan under this section in accordance with the grievance and arbitration procedures set forth in the CBA.

- (h) Employees not meeting the above requirements may elect to continue the coverage set forth above by paying the full monthly cost via deduction from the monthly pension payment.
- (i) The above provisions related to post-retirement health care shall not be applicable to any individuals hired after October 28, 2013, and no post-retirement health care or reimbursement will be available to such employees.

SECTION 5. For the purpose of this article, a dependent includes a domestic partner.

ARTICLE XXII
VISION AND PRESCRIPTION BENEFITS

SECTION 1. The City shall provide vision benefits for each employee and his/her eligible dependents, including domestic partners (at the time of the request, the employee must be in compliance with all requirements of the City's Domestic Partner Benefit Program to qualify for the benefit and such benefit will not be retroactively approved), through the provider of choice, at no substantial reduction in the current benefit level.

SECTION 2. Effective as of October 28, 2013, prescription co-payments for all employees shall be as follows for the term of this Agreement:

| | |
|------------------|------|
| Generic | \$25 |
| Brand Restricted | \$50 |
| Brand | \$75 |

Where and when available, employees shall be required to purchase generic prescriptions and shall be required to select mail order delivery.

The co-payments set forth above shall be the same for a 30-day supply from a participating pharmacy or a 90-day supply if using mail order.

Participating pharmacy – 30-day supply
Mail order – 90-day supply

SECTION 3. All existing and future retirees will be provided with a pass-through prescription benefit which will apply to both retail and mail order programs.

Employees retiring on or after 06/01/07 will have the ability to purchase prescription drug coverage at the City's rates, provided the cost of such is deducted from the employee's pension benefit and provided that it is understood that coverage may periodically change to mirror the coverage available to active employees.

ARTICLE XXIII
DISCHARGE, DEMOTION, SUSPENSION, AND DISCIPLINE

SECTION 1. The Employer shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. Discipline will be administered in a consistent fashion within each Bureau. An employee may appeal any disciplinary action by the Employer beginning at the first step of the grievance procedure, subject to any conditions set forth in the grievance procedure. The Union shall be notified in writing promptly by the Employer of any disciplinary action taken.

Any civil service employee who receives discipline of more than ten (10) days and/or including termination, may either grieve the termination/discipline or request a hearing before City Council in accordance with the Third Class City Code.

SECTION 2. Any action instituted under Section 1 of this Article shall be implemented within ten (10) of the disciplining manager's working days after the event giving rise to such disciplinary action or knowledge thereof, provided the employee is present at the work site to receive the discipline. This ten (10) day period may be extended by mutual written agreement of the Department Director/Bureau Chief and the Union. Requests for extensions will not be unreasonably withheld.

SECTION 3. The time frame in which suspension dates will be served shall be determined within ninety (90) days following completion of the grievance/arbitration procedure.

SECTION 4. The Employer will attempt to discipline an employee in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that, where insubordination in public or in the presence of other employees takes place, the Employer shall not be restricted by the operation of this section.

SECTION 5. The provisions of Section 1 of this Article shall not apply during an employee's probationary period.

SECTION 6. All disciplines issued to an employee which should not otherwise have been purged may be used by the City at grievance hearings, arbitrations, City Council hearings, Pennsylvania Labor Relations Board hearings, or any other proceeding where such disciplines are relevant.

SECTION 7. Disciplines issued under Section B of the Work Rules will be purged from employees' personnel files if the employee has no infraction under the same Work Rule after thirty-six (36) months. It is understood that, as the City does not have the resources to expunge personnel files on a regular basis, disciplines which are eligible to be purged will be removed from employees' personnel file as they are discovered.

SECTION 8. Disciplines issued under Section C of the Work Rules will be purged from employees' personnel files if the employee has no infraction under the same Work Rule after twenty-four (24) months. It is understood that, as the City does not have the resources to expunge personnel files on a regular basis, disciplines which are eligible to be purged will be removed from employees' personnel file as they are discovered.

SECTION 9. One and one-half days of accrued vacation and/or personal leave may be substituted for each disciplinary suspension day by mutual agreement of the disciplining manager, the employee, the Union and the department Director/Bureau Chief.

When it is agreed that vacation or personal leave will be substituted for suspension days, the appropriate number of leave days will be deducted from the employee's leave bank. If the employee does not have sufficient leave in his/her bank to cover the suspension days, the employee will not be permitted to avail him/herself of this option, as leave may not be anticipated into the next year. It is understood that when using this option, employees must report to work on "suspension" days.

ARTICLE XXIV **SENIORITY**

SECTION 1. Probationary Period:

- (a) All new employees shall work an initial probationary period of six (6) months. An employee's probationary period may be extended for thirty (30), sixty (60) or ninety (90) days upon the City's conferring with the Union. During an employee's probationary period, he/she may be summarily dismissed without recourse at the sole discretion of the Employer. However, if a probationary employee does not actually perform the functions of the job for thirty (30) days or more, his/her probation may be extended by an equal number of days. This provision does not apply to situations where employees are assigned to perform the duties of another position by management.
- (b) Medical and hospital and life insurance coverage for new employees shall begin after three (3) months.
- (c) A probationary salary for each job classification shall be established at eighty-five (85%) percent of the pre-established Step 1 salary. This probationary salary shall apply for the entire duration of the probationary period. Upon completion of their probationary period, new employees shall automatically receive the Step 1 salary and will be credited with seniority retroactive to date of hire.
- (d) All new employees will be evaluated every three (3) months during their probationary period.

SECTION 2. Seniority:

For purposes of this agreement, seniority shall be based on the employee's total continuous City-wide service from employee's last date of hire.

SECTION 3. Break in Service:

The following shall constitute a break in service: resignation, separation for just cause, retirement, failure to report within ten (10) consecutive working days of recall, and accepting other employment while on leave of absence unless agreed to by Employer.

SECTION 4. Layoff and Recall:

Employees will be laid off in accordance with their City-wide seniority and job classification provided the remaining employees have the ability to perform the work. Employees may bump less senior employees provided they have the ability to perform the work.

All laid-off employees will retain their seniority for two (2) years following layoff.

In recalling employees from layoff, they will be recalled in accordance with their City-wide seniority. When a job vacancy occurs, the most senior employee if qualified must be given a sixty (60) day probationary period to learn to perform the work. After sixty (60) days, management will evaluate and determine whether he/she has the ability to perform the work. In the event that it is determined the employee has not demonstrated the ability to do the work, such employee will be laid off. If the employee has demonstrated the ability to perform the work, the employee will be given permanent job status. However, if a vacancy occurs in the employee's former classification held prior to layoff, the employee will then be able to exercise his/her recall rights according to seniority.

SECTION 5. Seniority Lists:

The City agrees to post seniority lists on all applicable bulletin boards and provide the local Union President with a copy semiannually on or about January 1 and July 1. In addition, the City agrees to update and post seniority lists prior to any announced layoff, recall or bumping of any AFSCME bargaining-unit employee upon request, and such updates will also be provided to the Union President.

SECTION 6. Job Vacancies:

- (a) Whenever a vacancy occurs, the City shall post the vacancy within thirty (30) days of the position becoming vacant. If a vacancy is not to be posted, the City agrees to meet and discuss with the Union within the same thirty (30) days why the position is not being filled.

- (b) The job vacancy will be filled by the most senior employee based on City-wide service provided such employee has the required knowledge, skills and abilities to perform the job. No probationary employee may be awarded a job vacancy. All employees must remain in the position which they have accepted or into which they have bid for a minimum of six (6) months.
- (c) If an employee fails to obtain a required certification within a required time frame and then bids out of the position to avoid termination of employment for failure to obtain a required certification, the employee will not be permitted to bid back into the same or similar position unless he/she has obtained the required certification which must be obtained prior to his/her application for the position.
- (d) Whenever a job vacancy is posted, it shall be posted for seven (7) working days. All employees may bid on the vacancy.
- (e) Employer and Union agree that either party may request a waiver on any of the time limits set forth in this Section.
- (f) If a position is reclassified to more accurately describe the assignments and responsibilities of the position, and it is determined that the position is more representative of a higher, existing classification, it will be filled by the incumbent of such a reclassified position, and there will be no requirement to post said position.
- (g) When bidding into a position that includes progressive upgrades, an employee may be placed into the grade for which he/she meets the minimum qualifications.

SECTION 7. Temporary Employees:

- (a) It is agreed that the City may hire temporary employees to perform work for the City that is of a temporary nature. The work they perform will be jobs that are not customarily bargaining unit jobs. Such employees will not acquire seniority and will not receive the benefits that regular City employees receive.
- (b) When a temporary employee becomes a permanent employee, he/she will be given credit for seniority for all time worked in the temporary job. The amount of seniority credited to such employee shall be based on actual hours worked.
- (c) These temporary jobs will be for a duration of one hundred twenty (120) days, and no regular City employee will lose any work as a result of temporary employees being employed.

- (d) The one hundred twenty (120) day time limit set forth in subsection (c) of this Section shall be waived for temporary employees who are replacing bargaining unit employees who are off on an approved leave. In no event shall said temporary jobs last longer than one year or until bargaining unit employees return to work, whichever is first.
- (e) In the event of a reduction of work force, all temporary employees will be laid off before any full-time City employee is laid off.
- (f) This section does not apply to college interns.

SECTION 8. Full-time/Part-time Positions:

Any bargaining unit job that currently exists or is created that operates more than twenty-five (25) hours per week and continues beyond one hundred twenty (120) days will be considered a full-time job and subject to the job bidding procedure.

Any bargaining unit job that currently exists or is created that operates twenty-five (25) hours or less per week will be considered a part-time job. If an employee holds such part-time job beyond one hundred twenty (120) days, he/she will be deemed a permanent employee and will be entitled to all benefits and restrictions of this agreement, except for those Articles as defined in the negotiated "Permanent Part-time Employee Side Agreement" (Appendix A).

In the event of a reduction of work force, all part-time employees will be laid off before any full-time City employee is laid off. College interns and Department of Parks & Recreation seasonal employees and/or positions will not be subject to layoff in the event of a reduction of the workforce. Seasonal employees and/or positions are defined as those which do not work more than one hundred twenty (120) days in a calendar year, and are not assigned work that is customarily bargaining-unit work, do not acquire seniority and do not receive City benefits.

In the event of a reduction of the work force, all temporary or part-time jobs shall be subject to the layoff provisions of the Agreement.

This section does not apply to college interns.

SECTION 9. Special Programs:

The Employer and the Union agree to meet and negotiate wages, benefits and working conditions for employees hired through special programs (i.e., job bill, etc.). If an employee hired through a special program should subsequently become a City employee, said employee shall receive all wages and benefits in effect for bargaining unit employees at that time.

ARTICLE XXV
NO DISCRIMINATION

SECTION 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, sexual preference/orientation, age, national origin, disability, Union membership or political affiliation.

SECTION 2. Mutual respect by both Employer and employee will promote harmonious working relationships. All employees, both management and bargaining unit, shall be treated in a respectful manner that does not demean their dignity nor subject them to disparate or retaliatory treatment. Incidents which are at variance with this principle, while not subject to the grievance procedure, may be reported to the Department Director for investigation. If the Union is dissatisfied with the outcome of the investigation, the matter may be brought to Labor/Management for discussion, further investigation and/or resolution.

ARTICLE XXVI
NO STRIKES, LOCKOUTS AND SLOWDOWNS

There shall be no strikes, sit-downs, slowdowns, or lockouts during the term of this Agreement.

ARTICLE XXVII
MEETINGS

SECTION 1. Labor Relations Meetings

The Employer and the Union agree to meet by mutual agreement to address Labor/Management concerns, including Health and Safety issues.

ARTICLE XXVIII
GRIEVANCES AND ARBITRATION

SECTION 1.

Any disputes arising under this Agreement relating to interpretation or application of the terms and conditions of this Agreement shall be subject to the procedure set forth herein and to Arbitration in accordance with the Arbitration provision of this Agreement, and any award made pursuant to any such Arbitration shall be final and binding upon the City and the Union.

SECTION 2.

If any employee believes he/she has a justifiable grievance under the terms and conditions of this Agreement, said employee and the shop steward should first attempt to

resolve the matter informally with the immediate supervisor, either in person or via telephone. If such attempt is unsuccessful, the employee may proceed with the formal grievance procedure as follows:

1. Step 1. Said employee or shop steward shall present a written grievance to his/her Bureau Chief or Department Director, signed and dated by the employee or the shop steward, within ten (10) of the employee's working days of the occurrence or knowledge of the occurrence giving rise to the grievance. The Department Director, or his/her designee, shall schedule a Step 1 meeting within ten (10) working days from the date the grievance was presented. The shop steward shall attend the Step 1 meeting. The Department Director, or his/her designee, will give a written reply within seven (7) working days of the Step 1 meeting.

In situations where the same manager will hear the grievance informally and also conduct the first step grievance hearing, the manager will advise the grievant to submit the matter directly to the second step, within the required time frame.

2. Step 2. If the grievance is not resolved at the first step, the Union shall submit the grievance in writing to the Deputy Business Administrator or his/her designee within ten (10) working days after receipt of the Step 1 response. The Deputy Business Administrator or his/her designee will respond in writing to the grievance within ten (10) working days of the date the grievance was submitted to Step 2, or will set up a meeting with AFSCME District Council 90 to ascertain the necessary information to respond to the grievance. At this meeting, the Employer and the Union will have present those employees and representatives necessary to expedite the meeting, including the grievant and any individuals the grievant, the Union or the Employer plan to call as witnesses. At this meeting, the Employer, the Union and the grievant will engage in full disclosure revealing all witnesses and sharing all evidence. The Deputy Business Administrator or his/her designee will give to AFSCME District Council 90 and to the Local Union a written response to the grievance within ten (10) working days of the Step 2 meeting.
3. Step 3. If the grievance is not resolved at Step 2, the Union shall submit the grievance in writing to the Mayor or the Mayor's designee within ten (10) working days after receipt of the Step 2 response. The Mayor or the Mayor's designee shall respond in writing to the grievance within ten (10) working days of the date the grievance was submitted to Step 3, or will set up a meeting with AFSCME District Council 90 to ascertain the necessary information to respond to the grievance. At this meeting, the Employer and the Union will have present those employees and representatives necessary to expedite the meeting, including the grievant and any individuals the grievant, the Union or the Employer plan to call as

witnesses. At this meeting, the Employer, the Union and the grievant will engage in full disclosure revealing all witnesses and sharing all evidence. The Mayor or the Mayor's designee will give to AFSCME District Council 90 and the Local Union a written response to the grievance within fourteen (14) working days of the Step 3 hearing.

4. Step 4. If the grievance is not resolved at Step 3, AFSCME District Council 90 may submit the dispute to Arbitration within twenty (20) working days after receipt of the Step 3 response in accordance with the Arbitration provisions of this Agreement.

All grievance procedure time limits may be extended by mutual written agreement of the applicable Employer's representative and the Union. Requests for extensions will not be unreasonably withheld by either party.

SECTION 3. Arbitration

Whenever, either under the grievance procedure or any other part of this Agreement providing for arbitration, either party desires to submit such matter to arbitration, the parties shall meet with the City for the purpose of mutually agreeing to an arbitrator. At this meeting, the parties shall engage in full disclosure revealing all witnesses and evidence that will be presented in the arbitration proceeding. If the parties cannot mutually agree on an impartial arbitrator, the moving party shall request a panel of seven (7) arbitrators from the American Arbitration Association. Upon receipt of said panel, the parties shall meet within seven (7) days of receipt of said panel and alternately strike names from the list. The City will strike the first name. The last name remaining on the list will be the arbitrator. The expenses of the arbitration shall be borne equally by the City and the Union. In no event shall the arbitrator have jurisdiction or authority to add, subtract, or modify in any way, provisions of this Agreement.

Both parties agree that every attempt will be made to exchange any new information at least 72 hours in advance of an arbitration. The parties also agree that, upon discovery of any new information, such will be immediately disclosed.

SECTION 4. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step 4, subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by an employee, or union representative, a grievance meeting will be rescheduled, if necessary, if union representation is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as union representatives shall be known as stewards. The Union shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and union representatives, if employees of the Employer, shall be granted reasonable time during working hours, upon notification to the respective supervisors, if required, to process grievances in accordance with this Article without loss of pay or leave time.

Where such union representatives represent employees in more than one agency, they shall be permitted upon notification and approval from the Representative's department Director/Bureau Chief, or his/her designee, to cross agency lines for this purpose.

ARTICLE XXIX **SEVERABILITY**

If any provisions of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement or the application of any such provision to any other person or circumstance shall not be affected thereby, and the provisions of this Agreement are hereby declared to be severable.

ARTICLE XXX **JOB CLASSIFICATIONS**

SECTION 1. The Union recognizes the right of the Employer to direct its working forces and assign work to individual employees. Employees may be assigned to work outside their regular classifications; however, if an employee is temporarily assigned work in a higher classification, such employee will be paid the rate in the higher classification for all hours worked. If an employee is temporarily assigned work in a lower classification, such employee will be paid the rate of his/her regular classification.

SECTION 2. Any employee required to temporarily assume the duties of a supervisor will receive one dollar and fifty cents (\$1.50) per hour more for all hours worked while replacing a supervisor. The maximum time an employee could temporarily replace a supervisor would be ninety (90) days.

SECTION 3. The employee must be in an active status for the entire period of time required for a progressive upgrade. For the purposes of this section, active duty will not include any light duty assignment, any period of workers' compensation or any unscheduled absence greater than thirty (30) days. Leave exceeding thirty (30) days with or without pay for any reason, other than scheduled vacation leave, shall not be counted toward fulfillment of the upgrade time frame. In instances where an employee is on light duty or uses unscheduled leave in excess of thirty (30) days or in excess of that granted by the terms of this Agreement, the pre-upgraded period will be until the employee completes thirty-six (36) months of active duty.

ARTICLE XXXI
MISCELLANEOUS

SECTION 1. Mileage Allowance:

Any employee using his/her personal car in performing work for the City will be paid mileage at the Federal amount allowed.

SECTION 2. Snow Emergency:

If a snow emergency day is declared by the Mayor, those employees who, because of the nature of their work, are required to work on the snow emergency day shall receive double pay as compensation. The past practice of paying straight time plus double time for snow emergencies is ended.

SECTION 3. Past Practice:

- (a) Employee benefits and working conditions now existing and not in conflict with this Agreement shall remain in effect.
- (b) Representatives of the parties shall meet on an as needed basis during the term of this Agreement for the purpose of discussion and clarification of all agreed upon employee benefits and working conditions not set forth in the contract.

SECTION 4. Residency:

Effective as of October 28, 2013, the residency requirement contained in prior Collective Bargaining Agreements and prior versions of the Agreement between the parties is eliminated and employees, regardless of hiring date, shall not be required to establish or maintain a residence within the corporate limits of the City of Harrisburg.

SECTION 5. Uniforms and Tools:

- (a) The Employer agrees that whenever uniforms are required, the Employer shall supply the same, and the employee is required to wear the uniform. Uniforms provided to employees of the Vehicle Maintenance Center and Bureau of Sanitation will be laundered by the Employer. In these locations, employees are required to leave their worn uniforms at the workplace at the end of the shift.
- (b) The existing clothing allotment for Parking Enforcement Officers is \$500.00 annually.
- (c) The City shall make best efforts to identify a secure area to protect all tools at the Vehicle Maintenance Center. Both the Employer and the

employees shall, on an ongoing basis, make best efforts to maintain such identified areas as secure. The Employer shall, at its option, either replace or reimburse an employee for the value of the tools or toolbox stolen after forcible entry into a City-owned or leased facility provided all of the following conditions exist:

1. The tools and toolbox must be required to perform the duties assigned to the employee and the employee is obligated to supply the necessary tools,
2. The facility and location in the facility must be the place that is designated in writing by the Employer as the appropriate place to store tools when not in use,
3. If tools are stolen from a toolbox, the toolbox must have been locked, and placed in a secured area as designated by the Employer, and
4. The employee must submit a written list of tools to the Employer and written modifications to the list whenever tools are removed, broken or new tools added. When new tools are added, the employee shall document the price of the modification.

The Employer has the right to verify the accuracy of the list and modifications made thereto provided, however, the involved employee is present while such verification is being made.

- (d) Replacement of any uniforms, tools or personal safety equipment required in the performance of an employee's duties shall be borne by the Employer for ordinary wear and tear. The Employer may require an employee to replace any uniforms, tools or personal safety equipment which are lost, damaged or destroyed through the careless or negligent action of the employee. If an employee refuses or fails to replace such uniforms, tools or personal safety equipment at the direction of the Employer, the Employer may refuse to permit that employee to work for pay until such time the employee replaces, provides payment, or agrees to payroll deduction for the same.

SECTION 6. Red-Circled Wages:

- (a) Effective January 1, 1985, when the wages of an employee are "red-circled", said wages shall remain constant until the wages of others in the same grade and step reach the "red circled" wage.

- (b) Employees "red-circled" prior to January 1, 1985, shall receive all negotiated pay increases.

SECTION 7. Personnel File:

There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, will be available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the personnel officers or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. The personnel file may not be removed from the Bureau of Human Resources and nothing may be copied from the file without the approval of the Director of the Bureau of Human Resources.

SECTION 8. Super-Seniority:

For the purposes of furlough, the four Chair Officers of the local and the three Executive Officers shall have super seniority.

SECTION 9. Non-Uniform employees will continue to park on City Island for free. Employees will be responsible for costs associated with the use of the trolley. The City will not be responsible for any damage to personal vehicles.

SECTION 10. The parties agreed to form a joint Labor/Management Committee in 2008 for the purposes of exploring health care alternatives which would achieve cost savings for the City and Union members.

SECTION 11. Leave Payouts:

Employees who retire under the Rule of 85 retirement window through December 31, 2014 and are otherwise entitled to a pay out of accrued leave pursuant to Article XIII or XIV of the Agreement shall receive such pay out as follows:

- Up to \$12,500 per employee no later than June 30, 2014
- Up to an additional \$12,500 per employee no later than June 30, 2015
- Any remaining payout no later than April 30, 2016

Payouts of accrued leave for Water and Sewer employees being transferred to the Harrisburg Authority may occur sooner if necessary to utilize Water and Sewer funds or shall be paid out by The Harrisburg Authority upon transfer of the Water and Sewer operations to the Authority in accordance with an agreement between AFSCME and The Harrisburg Authority.

ARTICLE XXXII
HEALTH AND SAFETY

SECTION 1. The City of Harrisburg agrees to comply with all applicable state and federal safety laws which shall include the Health & Safety requirements of the PA Workers' Compensation Act.

SECTION 2. The City of Harrisburg shall formulate a Health & Safety Committee as referenced in the Workers' Compensation Act at Sub-Chapter C of 34 PA Code.

ARTICLE XXXIII
WORKERS' COMPENSATION

SECTION 1. An employee who sustains an injury in the course and scope of their employment for the City of Harrisburg and related thereto, is subject to the applicable provisions of the Pennsylvania Workers' Compensation Act, as amended. Employees must follow procedures outlined in the City's "Policy and Procedures Manual for Workplace Injuries".

SECTION 2.

- (a) During the first six (6) months following an employee's injury, the Employer agrees to make available the employee's pre-injury position or an equivalent position provided the employee obtains a full release from his/her physician and is fully capable of performing the duties of the position within the six (6) month period. This guarantee is nullified if the employee is medically able to return to work prior to the expiration of the six (6) month period, but the employee fails to return to work immediately, retires, or otherwise terminates employment.

- (b) Upon the expiration of this six (6) month period, but for a period not to exceed eighteen (18) months from the date of injury, an employee who is not fully capable of resuming his/her pre-injury position shall have first preference and may be placed by the Employer in any available vacant position, provided the employee meets the required knowledge, skills and abilities and is fully capable of performing the essential duties of that position as certified by a physician. If an employee refuses to accept such position, his/her employment may be terminated. If an employee is so placed in a lower-paying position than his/her pre-injury position, the employee's wages will be reduced to that of the new position. During this eighteen (18) month period, the employee will be permitted to return to an available vacancy in his/her pre-injury classification, provided the employee is fully capable of performing the essential duties of that classification as certified by a physician, and provided there are no seniority claims on said position.

- (c) If an employee is medically certified as being permanently partially incapacitated and unable to return to his/her pre-injury position, and no alternate positions are available under Section 2(b) above, the Employer may, within eighteen (18) months from the date of injury, refer the employee to a vocational rehabilitation program for training and/or placement in another vocation, during which time his/her workers' compensation benefits will continue. If the employee is capable and refuses to make a reasonable attempt to cooperate in retraining and/or placement, his/her employment may be terminated. During this eighteen (18) month period, the employee shall have the right to return to any available vacant position for which the employee is qualified and is medically capable of performing, provided there are no seniority claims on said position.
- (d) If an employee returns to work in any capacity for less than a full pay period and then returns to workers' compensation status, the time limits set forth in this Article shall not be extended or renewed due to such return to work for less than a full pay period for the same injury or aggravation of the same injury.
- (e) In the event that an employee uses sick time and is subsequently approved for Workers' Compensation benefits for the time period that he/she used such sick time, the employee has the option to purchase back the used sick time. The employee's cost for each sick day will equal the amount of money paid by the City of Harrisburg to the employee for each sick day.

SECTION 3.

- (a) If an employee refuses to perform light duty within his/her medical limitations, his/her employment may be terminated. An employee who fails to report to a scheduled Independent Medical Examination (IME) must reimburse the City for any cancellation fees. If, upon request, an employee fails to reimburse the City for any cancellation fees assessed due to the employee's failure to report to a scheduled IME, disciplinary action shall be issued for insubordination.
- (b) If modified duty within the employee's medical limitations is not available, the employee will not be required to report for work until such light duty is available or the employee is released to perform his/her pre-injury position.

SECTION 4.

- (a) Employees shall continue to accumulate seniority, vacation leave, sick leave and personal leave for the first eighteen (18) months that Workers'

Compensation benefits are paid. Employees shall not be paid for holidays unless on active duty.

- (b) Employees shall continue to receive existing life, medical, dental and vision insurance coverage for the first eighteen (18) months that Workers' Compensation benefits are paid, provided the employee continues to remit any required employee contributions.
- (c) Retirement credits in the PMRS Pension Plan shall not be reduced for the period during which an employee receives Workers' Compensation, provided the employee continues to make his/her required contributions or elects to buy-back service credit either upon return to work or at retirement.
- (d) Any payments made pursuant to the Workers' Compensation Act will be offset by any legally recognized benefits pursuant to the laws and statutes of the Commonwealth of Pennsylvania and/or Federal Law.

SECTION 5. If any provision of this Agreement conflicts with the Pennsylvania Workers' Compensation Act, as amended, the provisions of the Pennsylvania Workers' Compensation Act, as amended, shall apply.

SECTION 6. The City agrees that Family Medical Leave will not run concurrently with absences due to a work-related injury, when the employee has not been released to light duty.

ARTICLE XXXIV **PENSION**

SECTION 1. "A" PLAN (Hired before 12/30/74)

"A" Plan members who attain sixty (60) years of age and twenty (20) years of service are eligible for a normal retirement of fifty (50%) percent of his/her final average salary. Final average salary is defined as the annual compensation rate at the time of retirement including longevity, shift differential and overtime or the average of the highest 5 consecutive years of compensation, whichever is higher.

Effective January 2, 2002 all members who have elected the additional service increment would receive a service increment of 1.5% of final average salary for each year of service over twenty (20) years.

However, members who did not elect to contribute extra to receive a service increment will not be eligible for the service increment.

SECTION 2. "B" PLAN (Hired on or after 12/30/74 or employed prior to 12/30/74 but elected "B" Plan Benefits in accordance with Section 1 of Ordinance No. 35 of 1984).

"B" Plan members who attain sixty-five (65) years of age are eligible for a normal retirement. Effective 01/02/02 the percentage factor used to calculate the pension benefit for "B" Plan employees will be increased from one and seven tenths (1.7%) percent per year of service to two (2%) percent per year of service, with a maximum benefit of seventy-five (75%) percent of final average salary. Final average salary for "B" Plan members will be calculated on the basis of the average annual compensation, including longevity, shift differential and overtime earned and paid during the highest three (3) consecutive years of employment.

When a plan "B" employee achieves the seventy-five (75%) percent cap on their final average salary, the required member contribution will be eliminated.

SECTION 3. Early Retirement

"A" Plan - The definition of Early Retirement for "A" Plan members is sixty (60) years of age and twelve (12) years of service or fifty-five (55) years of age and twenty (20) years of service, involuntary only, with no reduction.

"B" Plan - Effective January 1, 2000, the definition of Early Retirement for "B" Plan members is fifty-five (55) years of age and ten (10) years of service. Effective January 2, 2002, a reduction in benefits will be affected for each month under the normal age in accordance with PMRS "actuarial equivalent" reduction factors.

SECTION 4. Any pension benefit improvement negotiated may be made retroactive to January 2nd of the year of the Actuarial Valuation Report used to determine that pension benefits can be improved.

SECTION 5. Early Retirement Window

Effective for the period of time beginning on January 1, 2017 and ending December 31, 2018, any employee who would meet a Rule of 80 (where a combination of an employee's age and years of service add up to 80) by no later than December 31, 2018 shall be eligible for normal retirement without an early retirement reduction being applied. Those retiring under this Early Retirement Window and the Rule of 80 will not receive post-retirement healthcare unless they qualify under currently existing post-retirement healthcare provisions as found in Article XXI, Section 4 of this collective bargaining agreement.

SECTION 6. Employee Contributions

The present five (5%) percent employee contribution toward the pension shall be reduced to the percentage rates stated below for the following years only as follows:

- 2013 (effective 10/01/2013) – 3%
- 2014 – 3%

- 2015 – 4%
- 2016 – 4%
- 2017 – 5%
- 2018 – 5%

SECTION 7. Effective 01/01/2017 the percentage factor used to calculate the pension benefit for AFSCME Pension Plan employee will be increased from two (2.0%) percent per year of service to two and one half (2.5%) percent per year of service with a maximum benefit of seventy-five (75%) percent of final average salary.

The final average salary for AFSCME pension employees will be calculated according to the following formula: Years of Credited Services x Final Average Salary x 2.5 (multiplier) = Pension benefits (which cannot exceed 75% of annual salary). The multiplier will revert to its standard multiplier of two (2.0%) percent per year as of January 1, 2019.

ARTICLE XXXV **SUCCESSORS**

Pursuant to an agreement reached between the City of Harrisburg and the Harrisburg Municipal Authority, the work performed by bargaining unit employees of the Department of Public Works, Bureaus of Water and Sewer will be transferred to the Harrisburg Municipal Authority. Bargaining unit employees of the Department of Public Works, Bureaus of Water and Sewer will be offered employment with the Harrisburg Municipal Authority pursuant to an agreement reached between AFSCME District Council 90 and the Harrisburg Municipal Authority.

In the event the Employer sells, leases, transfers or assigns any of its facilities to other sub-divisions, corporations, or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this Agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union, in writing, at least thirty (30) days in advance of any such sale, lease, transfer, or agreement.

ARTICLE XXXVI
TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2017 through December 31, 2018.

**FOR THE
CITY OF HARRISBURG:**

**FOR
AFSCME COUNCIL 90, LOCAL 521:**


MAYOR

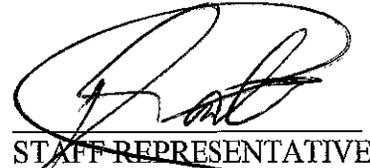
6/26/18
DATE


DIRECTOR, COUNCIL 90

6/26/18
DATE


CONTROLLER

7/2/18
DATE


STAFF REPRESENTATIVE

7/3/18
DATE


BUSINESS ADMINISTRATOR

7/2/18
DATE


PRESIDENT, LOCAL 521

6/26/18
DATE


CITY COUNCIL PRESIDENT

6/26/18
DATE


VICE-PRESIDENT, LOCAL 521

7/23/18
DATE

Approved as to Form and Legality:


CITY SOLICITOR


EXECUTIVE BOARD MEMBER
LOCAL 521

7/9/18
DATE


EXECUTIVE BOARD MEMBER
LOCAL 521

7/10/18
DATE


521 NEGOTIATOR

7/3/18
DATE


521 NEGOTIATOR

7/24/18
DATE

CITY OF HARRISBURG

AND

AFSCME LOCAL 521

Collective Bargaining Agreement

2017-2018

Exhibit A

**APPENDIX A
CITY OF HARRISBURG
STANDARD WORK RULES
Effective January 1, 2005
Updated June 7, 2005**

**Amended January 17, 2006
(with an effective date of January 1, 2005)**

**Amended August 17, 2007
(with an effective date of September 1, 2007)**

The City of Harrisburg and AFSCME Local 521 agree to continue negotiations on the Standard Work Rules contained in the collective bargaining agreement as Appendix A, for a period of three (3) months beginning January 1, 2017 and ending March 31, 2017. The Standard Work Rules will remain in effect in their current form during the 3-month period of negotiations. If an agreement cannot be reached by both parties on the language of the work rules by the end of the 3-month period, the work rules as contained in the previous contract will remain in effect. All other terms and provisions of the successor collective bargaining agreement (January 1, 2017 to December 31, 2018) will remain in full force.

The following Work Rules are applicable to all non-uniformed bargaining-unit employees.

Violation of any rule will result in disciplinary action up to and including termination, at the discretion of management, subject to applicable grievance procedures. When disciplinary action is taken against an employee, the City may consider the seriousness of the violation, the employee's past record, and any extenuating circumstance under which the violation occurred. These rules are not meant to be all inclusive and, when necessary, the City shall establish supplemental or new work rules.

An employee who has received discipline for a violation of a Section A Work Rule or Section D of the Work Rules may be disqualified for a position into which he or she bids for a period of twelve (12) months from the date on which discipline was issued. An employee who has received discipline for a violation of any other section of the Work Rules may be disqualified for a position into which he or she bids for a period of six (6) months from the date on which discipline was issued.

All disciplines may be used by the City at grievance hearings, arbitrations, City Council hearings, Pennsylvania Labor Relations Board hearings, or any other proceedings where such disciplines are relevant.

SECTION A

Any violation of the following rules may result in immediate termination. Oral and/or written reprimands will not be issued for Section A work rule violations. If an employee

grieves a suspension for an infraction of a Section A work rule, the suspension issued for such will not be served until the in-house grievance process, through the third step, has been completed or the time frame allowed for such has expired.

1. Stealing - City property or property of others.
2. Theft of Services - Use of the City's time and property for personal purposes.
3. Sleeping on duty.
4. Insubordination - disobeying a supervisor's oral or written directive.
5. Willful damage to or destruction of City property, or the property of others.
6. Violation of safety rules and taking part in any activity, including fighting, which could create a safety hazard to yourself or others.
7. Possession/use of intoxicating beverages, non-prescribed drugs or related illegal controlled substances.
 - a. Consumption of intoxicating beverages, non-prescribed drugs, or related illegal controlled substances on City Property or in City-owned vehicles.
 - b. Reporting for duty under the influence of intoxicating beverages, non-prescribed drugs, prescribed drugs which are being abused, or related illegal controlled substances.
 - c. Possession of intoxicating beverages, non-prescribed drugs, or related illegal controlled substances on City property or in City-owned vehicles.
 - d. Failure to notify management of the use of prescribed drugs if such drugs may produce side effects that may prevent the employee from performing his/her job duties in a safe manner.
8. Possession of firearms or any other weapons on City property - except for fully authorized employees.
9. Providing entrance or access to City facilities or property to unauthorized persons.
10. Inappropriate access of information and/or release of information to unauthorized persons without proper approval.
11. Falsifying City records, reports, documents or correspondence.
12. Providing false information to a supervisor or member of management.
13. Failure to report off duty or to return from approved leave of absence for three (3) consecutive days (Abandonment of Position).
14. Failure to report to duty in a declared state of emergency situation without a compelling reason for absence. A state of emergency may be declared by the Mayor's Office or the respective Department Head.
15. Engaging in any form of harassment as defined in the City's Workplace Violence Policy and/or engaging in harassment as defined in the City's Non-Discrimination/Anti-Harassment Policy.
16. Solicitation or acceptance of any gift, gratuity or other form of compensation of any value whatsoever by an employee which results from

the performance of any duties/responsibilities associated with employment by the City.

17. Failure to inform management when employee possesses knowledge of a fraudulent act or engaging in a conspiracy to commit fraud or committing a fraudulent act.
18. An egregious act of negligence which results, or has the potential to result, in bodily harm or financial loss to the City, its employees or its citizens.

SECTION B

Any violation of the following rules or combination of rules may result in progressive discipline, as follows: counseling, written reprimand, 1-day suspension, 3-day suspension, 5-day suspension, 10-day suspension, termination.

Counseling will be documented in writing but in a format which differs from the disciplinary action form. Counseling will not be maintained in an employee's personnel file but will be maintained in a supervisory file and in the Mayor's Office for Labor Relations as documentation that the employee was counseled on an inappropriate action before a written reprimand was issued. Counseling's will not be grieved.

1. A demonstrated pattern of inefficiency in the performance of job assignments.
2. Any act of negligence which results in failure to complete assigned tasks or responsibilities in a timely and/or satisfactory manner.
3. Insubordination of any nature or type other than specified under Section A, Rule Number 4, including harassment, use of profane, obscene, insulting words or gestures toward the public or any City employee.
4. Discourteous conduct toward the public.
5. Horseplay or disorderly conduct.
6. Failure to report off duty at least one-half hour prior to reporting time except for pre-approved absences or extenuating circumstances. (Call-off times as stated in this Work Rule may be adjusted at each facility in order to comply with each location's functional requirements. Notification of such adjustments shall be clearly provided to all affected employees by the facility's supervisor).
7. Failure to report for scheduled overtime on a weekend or prior to or after a holiday when posted at least forty-eight (48) hours in advance.
8. Failure to report accidents with City-owned vehicles or equipment to your immediate supervisor.
9. Abuse of telephone privileges when written policies are in effect.
10. Abuse of the internet/email privilege.

SECTION C

Any violation of the following rules or combination of rules may result in progressive discipline, as follows: counseling, written reprimand, 1-day suspension, 3-day suspension, 5-day suspension, 10-day suspension, termination.

Counseling will be documented in writing but in a format which differs from the disciplinary action form. Counseling will not be maintained in an employee's personnel file but will be maintained in a supervisory file and in the Bureau of Human Resources as documentation that the employee was counseled on an inappropriate action before a written reprimand was issued. Counseling will not be grieved.

1. Leaving an assigned work area without authorization or a valid reason.
2. Excessive absenteeism which is defined as: (1) calling off or leaving the work site when all sick and/or personal leave and/or FML has been exhausted and/or (2) a pattern of leave abuse which is defined as calling off sick or FML four (4) or more times in a calendar year before on or after: a holiday, a vacation day, a personal day, scheduled days off, on a Monday or Friday or after a payday. Any absence attributable to FML, where the current certification identifies specific dates or days when an employee will be off, or a bona fide work-related injury will not be counted for the purpose of issuing discipline.

Absences associated with a pattern of leave abuse, as defined above in point (2) which are substantiated with a bona fide doctor's excuse, will not be counted for the purpose of issuing discipline. For the purposes of this section, a bona fide doctor's excuse shall include an official doctor's certification and, for one-year pilot program period, a school nurse certification and/or day care certification, subject to verification by the City. At the end of the pilot program, the City's acceptance of school nurse and day care certifications will become permanent if, in the City's sole discretion, there is no evidence that such certifications have been abused or have resulted in increased instances of absenteeism.

If the current certification for FML does not identify specific dates or days on which an employee will be off, such will not suffice for a bona-fide doctor's excuse for absences associated with a pattern of leave abuse; a doctor's excuse for the day of the call off must be produced to ensure that such absence is not counted for the purpose of issuing discipline.

A doctor's excuse will not mitigate discipline if an employee calls off sick or FML, or leaves the work site when all sick and/or personal and/or FML leave have been exhausted, except that: (1) absences on consecutive days (not to exceed three (3) work days) will be counted as one instance of absenteeism if a doctor's excuse is provided, and (2) if it is the first time that an employee calls off the day before and after a holiday, in which

event such absences will be counted as one instance of absenteeism for the purpose of discipline.

3. Excessive tardiness which is defined as seven (7) or more instances of lateness in reporting for work or reporting back to work from breaks and/or lunch within a calendar year.
4. Failure to submit, at the City's request, an acceptable doctor's certificate or certification of fitness for duty, or to be examined by a City-designated physician at the City's expense in the following circumstances:
 - a. When an employee is absent due to sickness for three (3) or more consecutive days; or
 - b. When the supervisor has reason to believe that the employee has requested and/or used sick leave for a reason other than identified in Article XIV, Section 1 of the contract.
5. Failure to submit a current telephone number whereby an employee can be reached, provided employee has a phone.
6. Failure to exhibit ordinary personal hygiene, where failure reasonably threatens the employee's relations with the public or other employees by creating an unhealthy or offensive working environment.
7. Failure to dress in a manner which is appropriate and suitable for the work environment. Appropriate business attire is required for employees who routinely interact with the public.

SECTION D

Any work habit, behavior or act that is not consistent with Management's expectations will be addressed under this section of the Work Rules through discipline up to and including termination of employment.

SECTION E

When an employee is formally charged with criminal conduct which is job-related and/or affects the public's trust and confidence in the employee and/or the City Government, the Department Director will immediately render a preliminary determination to either:

1. Allow the employee to continue to perform duties pending the outcome of the departmental investigation and final administrative determination; or
2. Reassign the employee to other, less sensitive duties pending the outcome of the departmental investigation and final administrative determination; or
3. Suspend the employee without pay pending the outcome of the departmental investigation and final administrative determination.

In making the preliminary determination, the following factors will be considered:

1. The nature, weight, basis and source of the criminal charges against him or her;
2. The employee's explanation, if available;

3. The extent to which the criminal charges, and alleged conduct and surrounding circumstances may affect the public's trust and confidence in the employee, and in the City Government;
4. The extent to which the criminal charges, alleged conduct and surrounding circumstances may affect the employee's ability to carry out his/her duties and responsibilities effectively.

Following the preliminary determination, the Department Director will conduct a comprehensive investigation to determine what, if any, disciplinary action is appropriate. Although this investigation will be more thorough than the preliminary determination, it will not be intended to establish the employee's guilt or innocence of the formal criminal charge. Any disciplinary action taken will take into account the same factors used in making the preliminary determination and will not be dependent upon the legal outcome of the criminal charges.

SECTION F RULES FOR USE OF TIME CLOCKS/ SIGN IN-SIGN OUT SHEETS

1. Anyone clocking in/signing in more than six (6) minutes after his/her starting time will be docked the full ¼ hour, and for each ¼ hour thereafter the six (6) minutes rule will apply.

Example: Seven (7) minutes beyond starting time will result in being docked fifteen (15) minutes.
Twenty-two (22) minutes beyond the starting time will result in being docked thirty (30) minutes.

2. Failure to clock in or sign in or out will result in failure to be paid for that day unless approved by the supervisor.
3. Clocking in/signing in early will not be considered for normal working time unless approved by the supervisor.
4. The six-minute rule will apply for anyone clocking out/signing out early unless approved by the supervisor.
5. Clocking in-out/signing in-out for another employee will result in a three (3) day suspension for both the employee who has clocked or signed another employee in or out and the employee who was clocked in or out by another employee.
6. Changes on any time card/sign-in/sign-out sheet are prohibited unless approved by authorized personnel.
7. Approvals for supervisors require initials on the time cards/sign-in/sign-out sheets.

**CITY OF HARRISBURG
AND
AFSCME LOCAL 521**

**Collective Bargaining Agreement
2017-2018**

Exhibit B

APPENDIX B
BUREAU OF SANITATION
INCENTIVE PROGRAM SIDE AGREEMENT

SIDE AGREEMENT to the Basic Labor Agreement between the City of Harrisburg, Pennsylvania and AFSCME, District Council 90, Local 521.

WHEREAS, the parties hereto entered into a Basic Labor Agreement, the term of which began on January 1, 2002 and end on December 31, 2004.

WHEREAS, Management and the bargaining unit agree to continue the practice of an Incentive Program in the Bureau of Sanitation to ensure efficient services by allowing employees to clock out early, with no loss in pay, when their daily assignments are satisfactorily completed.

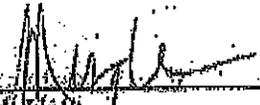
NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

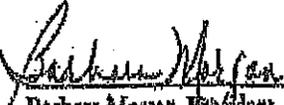
1. Each employee in the Bureau of Sanitation must report to work at or before their scheduled starting time, ready for work, with the full expectation to complete a 7.5 hour shift, unless they are on approved leave.
2. When an employee satisfactorily completes his/her work assignment for the day, even if such is accomplished before the end of a 7.5 hour period, the employee may clock out with no loss of pay for the 7.5 hour period. Hours paid through 7.5 shall be considered as hours worked, except for purposes of calculating overtime. Overtime can be earned only after a 7.5 hour period has actually ended and in accordance with Article XVII, Overtime, of the Basic Labor Agreement.
3. Meal/rest periods for sanitation and recycling employees assigned to a 7.5 hour work schedule will be taken in fifteen (15) minute duty-free intervals within the first four (4) hour period of work and every two hours, thereafter. The Employer shall vary the scheduling of meal/rest periods when the demand of work requires such variance.
4. The holidays listed in Article X, Holidays, of the Basic Labor Agreement create the need for a mandatory overtime day in sanitation and recycling. On the mandatory overtime day, each sanitation and recycling employee reporting to work will be guaranteed four (4) hours of pay at the rate of time and one half of the employee's regular rate of pay. The Incentive Program for sanitation employees allows an employee to clock out when his/her assignment for the mandatory day is satisfactorily completed with no loss of pay relative to the guaranteed four (4) hours of pay. If the actual hours worked on a mandatory overtime day exceeds four (4) hours, then the overtime pay will be calculated in accordance with Article XVII, Overtime. Employees who participate in the Bureau of Sanitation Incentive Program may not use any leave in conjunction with mandatory overtime. In addition, Management may schedule mandatory overtime in rotating, inverse seniority order and in accordance with Article XVII, Overtime, of the existing Basic Labor Agreement.
5. All non-mandatory overtime in the Bureau of Sanitation will be paid in accordance with the provisions Article XVII of the Basic Labor Agreement.

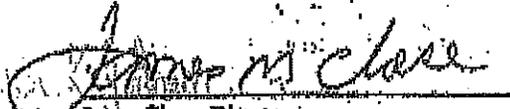
6. Sanitation and recycling employees will be required to work on the following holidays: Good Friday, Veteran's Day, the day after Thanksgiving and the 13th holiday. Each Sanitation and Recycling employee reporting to work on a mandatory holiday will be guaranteed four (4) hours of pay at the rate of double time (in addition to holiday pay for the day). The Incentive Program for Sanitation employees allows an employee to clock out when his/her assignment for the mandatory holiday is satisfactorily completed with no loss of pay relative to the guaranteed four (4) hours of pay. If the actual hours worked on mandatory holiday exceed four (4) hours, then the rate of pay will be calculated in accordance with Article X, Section 4 of the Basic Labor Agreement.
7. Route assignments vary and cannot be construed to be shifts or pre-established work schedules. For that reason, Article VI, Hours of Work, Section 8 and 9 of the existing Basic Labor Agreement will not apply to route assignments for employees participating in the Incentive Program in the Bureau of Sanitation.
8. Recycling crews will not be routinely assigned to sanitation collection duties in addition to recycling collection.
9. When the daily staffing requirement is not met, Management will attempt to equalize the opportunities for overtime by making additional work assignments, as follows:
 - a) When there are an odd number of employees available to perform unassigned work due to a staffing shortage, the daily unassigned work will be equally divided among the existing employees on a rotating basis. In addition, when making work assignments Management will attempt to assign proportionally more work to any three-member crew than the traditional two member crew.
 - b) When there are an even number of employees available to perform unassigned work due to a staffing shortage, the daily unassigned work will be handled by employing overtime and opportunities for such overtime will be equalized in accordance with Article XVII, Overtime, of the Basic Labor Agreement.
All route assignments must be completed in a reasonable period on the day the work is assigned, consistent with past performance.
10. Mechanical failures, flat tires or other time-delaying problems are considered normal occurrences, generally beyond the specific control of management or labor, and therefore must be included as part of the day work schedule.
11. This Side Agreement shall remain in full force and effect from contract to contract unless specifically addressed in the Labor/Management forum or in contract negotiations.

All provisions of the Basic Labor Agreement not specifically amended herein, shall remain in the full force effect.

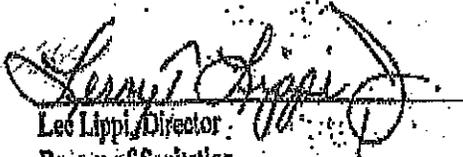
This Side Agreement concerning the Incentive Program in the Bureau of Sanitation was signed this 15th day of March, 2002.

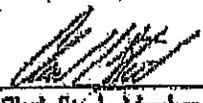

Linda Single
Deputy Business Administrator

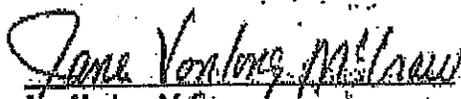

Barbara Morgan, President
AFSCME Local 521

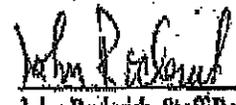

James Close, Director
Department of Public Works


Aaron Johnson, Member
AFSCME Local 521


Lee Lippi, Director
Bureau of Sanitation


Clark Steele, Member
AFSCME Local 521


Jane Vonlong McCrow
Labor Relations Officer


John Roderick, Staff Representative
AFSCME Council 90

Please note that article numbers have been changed under the new contract.

**Please note that the nine (9) mandatory overtime Saturdays have been eliminated.*

***Please note that the requirement to work on Good Friday and Veteran's Day has been eliminated.*

CITY OF HARRISBURG

AND

AFSCME LOCAL 521

Collective Bargaining Agreement

2017-2018

Exhibit C

40.0 HOUR WORKWEEK
NON-UNIFORMED EMPLOYEES

PAY PLAN
EFFECTIVE JANUARY 1, 2017

| GRADE | 85% SALARY | | 100% SALARY | | |
|-------|------------|--|-------------|-----------|-----------|
| | STEP 1 | | STEP 1 | STEP 2 | STEP 3 |
| 1 | 28,398.98 | | 33,410.57 | 34,311.24 | 35,254.80 |
| | 1,092.27 | | 1,285.02 | 1,319.66 | 1,355.95 |
| | 13.65 | | 16.06 | 16.50 | 16.95 |
| 2 | 29,164.55 | | 34,311.24 | 35,254.80 | 36,241.24 |
| | 1,121.71 | | 1,319.66 | 1,355.95 | 1,393.89 |
| | 14.02 | | 16.50 | 16.95 | 17.42 |
| 3 | 29,966.58 | | 35,254.80 | 36,241.24 | 37,270.57 |
| | 1,152.56 | | 1,355.95 | 1,393.89 | 1,433.48 |
| | 14.41 | | 16.95 | 17.42 | 17.92 |
| 4 | 30,805.05 | | 36,241.24 | 37,270.57 | 38,342.83 |
| | 1,184.81 | | 1,393.89 | 1,433.48 | 1,474.72 |
| | 14.81 | | 17.42 | 17.92 | 18.43 |
| 5 | 31,679.99 | | 37,270.57 | 38,342.83 | 39,457.94 |
| | 1,218.46 | | 1,433.48 | 1,474.72 | 1,517.61 |
| | 15.23 | | 17.92 | 18.43 | 18.97 |
| 6 | 32,591.40 | | 38,342.83 | 39,457.94 | 40,658.83 |
| | 1,253.52 | | 1,474.72 | 1,517.61 | 1,563.80 |
| | 15.67 | | 18.43 | 18.97 | 19.55 |
| 7 | 33,539.25 | | 39,457.94 | 40,658.83 | 41,902.62 |
| | 1,289.97 | | 1,517.61 | 1,563.80 | 1,611.64 |
| | 16.12 | | 18.97 | 19.55 | 20.15 |
| 8 | 34,560.01 | | 40,658.83 | 41,902.62 | 43,232.15 |
| | 1,329.23 | | 1,563.80 | 1,611.64 | 1,662.78 |
| | 16.62 | | 19.55 | 20.15 | 20.78 |
| 9 | 35,617.23 | | 41,902.62 | 43,232.15 | 44,604.59 |
| | 1,369.89 | | 1,611.64 | 1,662.78 | 1,715.56 |
| | 17.12 | | 20.15 | 20.78 | 21.44 |
| 10 | 36,747.33 | | 43,232.15 | 44,604.59 | 46,062.86 |
| | 1,413.36 | | 1,662.78 | 1,715.56 | 1,771.65 |
| | 17.67 | | 20.78 | 21.44 | 22.15 |
| 11 | 37,913.91 | | 44,604.59 | 46,062.86 | 47,563.98 |
| | 1,458.23 | | 1,715.56 | 1,771.65 | 1,829.38 |
| | 18.23 | | 21.44 | 22.15 | 22.87 |
| 12 | 39,153.43 | | 46,062.86 | 47,563.98 | 49,065.08 |
| | 1,505.90 | | 1,771.65 | 1,829.38 | 1,887.12 |
| | 18.82 | | 22.15 | 22.87 | 23.59 |
| 13 | 40,429.38 | | 47,563.98 | 49,065.08 | 50,604.48 |
| | 1,554.98 | | 1,829.38 | 1,887.12 | 1,946.33 |
| | 19.44 | | 22.87 | 23.59 | 24.33 |
| 14 | 41,705.32 | | 49,065.08 | 50,604.48 | 52,168.63 |
| | 1,604.05 | | 1,887.12 | 1,946.33 | 2,006.49 |
| | 20.05 | | 23.59 | 24.33 | 25.08 |

37.5 HOUR WORKWEEK
NON-UNIFORMED EMPLOYEES

PAY PLAN
EFFECTIVE JANUARY 1, 2017

| GRADE | 85% SALARY | | | 100% SALARY | | |
|-------|------------|--|--|-------------|-----------|-----------|
| | STEP 1 | | | STEP 1 | STEP 2 | STEP 3 |
| 1 | 26,760.76 | | | 31,483.25 | 32,327.61 | 33,212.21 |
| | 1,029.26 | | | 1,210.89 | 1,243.37 | 1,277.39 |
| | 13.72 | | | 16.15 | 16.58 | 17.03 |
| 2 | 27,478.47 | | | 32,327.61 | 33,212.21 | 34,137.01 |
| | 1,056.86 | | | 1,243.37 | 1,277.39 | 1,312.96 |
| | 14.09 | | | 16.58 | 17.03 | 17.51 |
| 3 | 28,230.38 | | | 33,212.21 | 34,137.01 | 35,102.02 |
| | 1,085.78 | | | 1,277.39 | 1,312.96 | 1,350.08 |
| | 14.48 | | | 17.03 | 17.51 | 18.00 |
| 4 | 29,016.46 | | | 34,137.01 | 35,102.02 | 36,107.20 |
| | 1,116.02 | | | 1,312.96 | 1,350.08 | 1,388.74 |
| | 14.88 | | | 17.51 | 18.00 | 18.52 |
| 5 | 29,836.71 | | | 35,102.02 | 36,107.20 | 37,192.82 |
| | 1,147.57 | | | 1,350.08 | 1,388.74 | 1,430.49 |
| | 15.30 | | | 18.00 | 18.52 | 19.07 |
| 6 | 30,691.12 | | | 36,107.20 | 37,192.82 | 38,318.68 |
| | 1,180.43 | | | 1,388.74 | 1,430.49 | 1,473.80 |
| | 15.74 | | | 18.52 | 19.07 | 19.65 |
| 7 | 31,613.89 | | | 37,192.82 | 38,318.68 | 39,484.73 |
| | 1,215.92 | | | 1,430.49 | 1,473.80 | 1,518.64 |
| | 16.21 | | | 19.07 | 19.65 | 20.25 |
| 8 | 32,570.88 | | | 38,318.68 | 39,484.73 | 40,731.20 |
| | 1,252.73 | | | 1,473.80 | 1,518.64 | 1,566.58 |
| | 16.70 | | | 19.65 | 20.25 | 20.89 |
| 9 | 33,562.02 | | | 39,484.73 | 40,731.20 | 42,017.84 |
| | 1,290.85 | | | 1,518.64 | 1,566.58 | 1,616.07 |
| | 17.21 | | | 20.25 | 20.89 | 21.55 |
| 10 | 34,621.52 | | | 40,731.20 | 42,017.84 | 43,384.97 |
| | 1,331.60 | | | 1,566.58 | 1,616.07 | 1,668.65 |
| | 17.75 | | | 20.89 | 21.55 | 22.25 |
| 11 | 35,715.16 | | | 42,017.84 | 43,384.97 | 44,832.48 |
| | 1,373.66 | | | 1,616.07 | 1,668.65 | 1,724.33 |
| | 18.32 | | | 21.55 | 22.25 | 22.99 |
| 12 | 36,877.22 | | | 43,384.97 | 44,832.48 | 46,279.98 |
| | 1,418.35 | | | 1,668.65 | 1,724.33 | 1,780.00 |
| | 18.91 | | | 22.25 | 22.99 | 23.73 |
| 13 | 38,107.61 | | | 44,832.48 | 46,279.98 | 47,786.75 |
| | 1,465.68 | | | 1,724.33 | 1,780.00 | 1,837.95 |
| | 19.54 | | | 22.99 | 23.73 | 24.51 |
| 14 | 39,337.98 | | | 46,279.98 | 47,786.75 | 49,281.88 |
| | 1,513.00 | | | 1,780.00 | 1,837.95 | 1,895.46 |
| | 20.17 | | | 23.73 | 24.51 | 25.27 |

40.0 HOUR WORKWEEK
NON-UNIFORMED EMPLOYEES

PAY PLAN
EFFECTIVE JANUARY 1, 2018

| GRADE | 85% SALARY | | 100% SALARY | | |
|-------|------------|--|-------------|-----------|-----------|
| | STEP 1 | | STEP 1 | STEP 2 | STEP 3 |
| 1 | 28,682.97 | | 33,744.68 | 34,654.35 | 35,607.35 |
| | 1,103.19 | | 1,297.87 | 1,332.86 | 1,369.51 |
| | 13.79 | | 16.22 | 16.66 | 17.12 |
| 2 | 29,456.20 | | 34,654.35 | 35,607.35 | 36,603.65 |
| | 1,132.93 | | 1,332.86 | 1,369.51 | 1,407.83 |
| | 14.16 | | 16.66 | 17.12 | 17.60 |
| 3 | 30,266.24 | | 35,607.35 | 36,603.65 | 37,643.28 |
| | 1,164.09 | | 1,369.51 | 1,407.83 | 1,447.82 |
| | 14.55 | | 17.12 | 17.60 | 18.10 |
| 4 | 31,113.10 | | 36,603.65 | 37,643.28 | 38,726.26 |
| | 1,196.66 | | 1,407.83 | 1,447.82 | 1,489.47 |
| | 14.96 | | 17.60 | 18.10 | 18.62 |
| 5 | 31,996.79 | | 37,643.28 | 38,726.26 | 39,852.52 |
| | 1,230.65 | | 1,447.82 | 1,489.47 | 1,532.79 |
| | 15.38 | | 18.10 | 18.62 | 19.16 |
| 6 | 32,917.32 | | 38,726.26 | 39,852.52 | 41,065.42 |
| | 1,266.05 | | 1,489.47 | 1,532.79 | 1,579.44 |
| | 15.83 | | 18.62 | 19.16 | 19.74 |
| 7 | 33,874.64 | | 39,852.52 | 41,065.42 | 42,321.65 |
| | 1,302.87 | | 1,532.79 | 1,579.44 | 1,627.76 |
| | 16.29 | | 19.16 | 19.74 | 20.35 |
| 8 | 34,905.61 | | 41,065.42 | 42,321.65 | 43,664.47 |
| | 1,342.52 | | 1,579.44 | 1,627.76 | 1,679.40 |
| | 16.78 | | 19.74 | 20.35 | 20.99 |
| 9 | 35,973.40 | | 42,321.65 | 43,664.47 | 45,050.64 |
| | 1,383.59 | | 1,627.76 | 1,679.40 | 1,732.72 |
| | 17.29 | | 20.35 | 20.99 | 21.66 |
| 10 | 37,114.80 | | 43,664.47 | 45,050.64 | 46,523.49 |
| | 1,427.49 | | 1,679.40 | 1,732.72 | 1,789.37 |
| | 17.84 | | 20.99 | 21.66 | 22.37 |
| 11 | 38,293.04 | | 45,050.64 | 46,523.49 | 48,039.62 |
| | 1,472.81 | | 1,732.72 | 1,789.37 | 1,847.68 |
| | 18.41 | | 21.66 | 22.37 | 23.10 |
| 12 | 39,544.97 | | 46,523.49 | 48,039.62 | 49,555.73 |
| | 1,520.96 | | 1,789.37 | 1,847.68 | 1,905.99 |
| | 19.01 | | 22.37 | 23.10 | 23.82 |
| 13 | 40,833.68 | | 48,039.62 | 49,555.73 | 51,110.53 |
| | 1,570.53 | | 1,847.68 | 1,905.99 | 1,965.79 |
| | 19.63 | | 23.10 | 23.82 | 24.57 |
| 14 | 42,122.37 | | 49,555.73 | 51,110.53 | 52,690.32 |
| | 1,620.09 | | 1,905.99 | 1,965.79 | 2,026.55 |
| | 20.25 | | 23.82 | 24.57 | 25.33 |

37.5 HOUR WORKWEEK
NON-UNIFORMED EMPLOYEES

PAY PLAN
EFFECTIVE JANUARY 1, 2018

| GRADE | 85% SALARY | | | 100% SALARY | | |
|-------|------------|--|--|-------------|-----------|-----------|
| | STEP 1 | | | STEP 1 | STEP 2 | STEP 3 |
| 1 | 27,028.37 | | | 31,798.08 | 32,650.89 | 33,544.33 |
| | 1,039.55 | | | 1,223.00 | 1,255.80 | 1,290.17 |
| | 13.86 | | | 16.31 | 16.74 | 17.20 |
| 2 | 27,753.25 | | | 32,650.89 | 33,544.33 | 34,478.38 |
| | 1,067.43 | | | 1,255.80 | 1,290.17 | 1,326.09 |
| | 14.23 | | | 16.74 | 17.20 | 17.68 |
| 3 | 28,512.68 | | | 33,544.33 | 34,478.38 | 35,453.04 |
| | 1,096.64 | | | 1,290.17 | 1,326.09 | 1,363.58 |
| | 14.62 | | | 17.20 | 17.68 | 18.18 |
| 4 | 29,306.63 | | | 34,478.38 | 35,453.04 | 36,468.27 |
| | 1,127.18 | | | 1,326.09 | 1,363.58 | 1,402.63 |
| | 15.03 | | | 17.68 | 18.18 | 18.70 |
| 5 | 30,135.08 | | | 35,453.04 | 36,468.27 | 37,564.74 |
| | 1,159.04 | | | 1,363.58 | 1,402.63 | 1,444.80 |
| | 15.45 | | | 18.18 | 18.70 | 19.26 |
| 6 | 30,998.03 | | | 36,468.27 | 37,564.74 | 38,701.86 |
| | 1,192.23 | | | 1,402.63 | 1,444.80 | 1,488.53 |
| | 15.90 | | | 18.70 | 19.26 | 19.85 |
| 7 | 31,930.03 | | | 37,564.74 | 38,701.86 | 39,879.58 |
| | 1,228.08 | | | 1,444.80 | 1,488.53 | 1,533.83 |
| | 16.37 | | | 19.26 | 19.85 | 20.45 |
| 8 | 32,896.58 | | | 38,701.86 | 39,879.58 | 41,138.51 |
| | 1,265.25 | | | 1,488.53 | 1,533.83 | 1,582.25 |
| | 16.87 | | | 19.85 | 20.45 | 21.10 |
| 9 | 33,897.64 | | | 39,879.58 | 41,138.51 | 42,438.02 |
| | 1,303.76 | | | 1,533.83 | 1,582.25 | 1,632.23 |
| | 17.38 | | | 20.45 | 21.10 | 21.76 |
| 10 | 34,967.73 | | | 41,138.51 | 42,438.02 | 43,818.82 |
| | 1,344.91 | | | 1,582.25 | 1,632.23 | 1,685.34 |
| | 17.93 | | | 21.10 | 21.76 | 22.47 |
| 11 | 36,072.31 | | | 42,438.02 | 43,818.82 | 45,280.80 |
| | 1,387.40 | | | 1,632.23 | 1,685.34 | 1,741.57 |
| | 18.50 | | | 21.76 | 22.47 | 23.22 |
| 12 | 37,245.99 | | | 43,818.82 | 45,280.80 | 46,742.78 |
| | 1,432.54 | | | 1,685.34 | 1,741.57 | 1,797.80 |
| | 19.10 | | | 22.47 | 23.22 | 23.97 |
| 13 | 38,488.68 | | | 45,280.80 | 46,742.78 | 48,264.62 |
| | 1,480.33 | | | 1,741.57 | 1,797.80 | 1,856.33 |
| | 19.74 | | | 23.22 | 23.97 | 24.75 |
| 14 | 39,731.36 | | | 46,742.78 | 48,264.62 | 49,774.70 |
| | 1,528.13 | | | 1,797.80 | 1,856.33 | 1,914.41 |
| | 20.38 | | | 23.97 | 24.75 | 25.53 |