

**AGREEMENT BETWEEN CITY OF LOCK HAVEN
AND
COUNCIL 86**

**OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,**

AFL-CIO (AFSCME) AND LOCAL # 2834

HOURLY EMPLOYEES

January 1, 2019 – December 31, 2022

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PREAMBLE

AGREEMENT made this ____ day of _____, **2018** between the CITY OF LOCK HAVEN (hereinafter referred to as the "Employer" or "City") and COUNCIL 86 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME) and its LOCAL NO. 2834 thereof (hereinafter jointly referred to as the "Union").

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter contained, the Employer and the Union do covenant and agree as follows:

ARTICLE I PURPOSE

Section 1.01 The City is engaged in furnishing essential public services vital to the health and welfare of the public and both the City and the employees have a high degree of responsibility to serve the public without interruption of their essential services. Therefore, recognizing their mutual responsibility, both parties have entered into this Agreement with the intent and desire to promote sound, stable and peaceful labor relations.

Section 1.02 It is the intent of both parties to reach an Agreement and understanding with respect to wages, hours and terms and conditions of employment (Act 195, Section 701) and to provide a peaceful method of settling grievances which may arise concerning the interpretation or application of such Agreement so that the services to the public shall not be disrupted.

ARTICLE II RECOGNITION

Section 2.01 The City recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees

designated in the Pennsylvania Labor Relations Board Order of Certification dated June 3, 1974, Case No. PERA-R-4057-C and described as follows:

UNIT: In a subdivision of the Employer unit comprised of all non-supervisory blue collar employees including: Laborers, Janitors, Truck Drivers, Water Department Personnel, Equipment Operators, Mechanics and Meter Readers; and excluding all white collar employees, clerical and professional supervisors, confidential employees and guards as defined in the Act.

~~Section 2.02~~ The parties agree to exclude all employees employed by the City under the CETA Program from the bargaining unit.

ARTICLE III **GENERAL PROVISIONS**

Section 3.01 All reference to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female employees.

Section 3.02 There shall be no discrimination or distinction in the treatment of an individual or group in matters affecting their employment status because of race, creed, color, sex, marital status, age, national origin, union affiliation or non-affiliation or political affiliation.

Section 3.03 The terms "employee" and "employees" as used in this Agreement shall be deemed to apply only to those persons within the hereinabove described bargaining unit and this Agreement shall apply to and affect only such persons.

Section 3.04 This Agreement sets forth the complete agreement between the parties with respect to wages, hours and terms and conditions of employment in accordance with Act 195, Article VII.

Section 3.05 The term "regular part-time employee" as used in this Agreement shall be any employee who is scheduled to work on a regular basis of twenty (20) or more hours but less than forty (40) hours per week on a twelve (12) month basis. "Regular part-time employee" shall not include any seasonal or temporary employee. Temporary and Seasonal employees shall be limited to a maximum of 1100 hours of employment in a calendar year. SEE EXHIBIT B.

ARTICLE IV **MANAGEMENT RIGHTS**

Section 4.01 The Union acknowledges that it is the exclusive right of the Employer to hire, lay off, promote, demote, transfer, classify and suspend employees; and also the right of the Employer to discipline or discharge any employees for just cause.

Section 4.02 Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the rights of the Employer at its discretion, to manage all operations including the direction of the working force; right to plan, direct or control the operation of all equipment and other property of the City; to establish programs, standards of services, overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 4.03 Except as modified by this contract, the Employer retains and may exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of a contract with the Union. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Employer shall, subject to the provisions of this contract, have the exclusive right: To determine the locations of its operations; establishment of new units and relocation of old units; scheduling of operations and number of

shifts; size of the work force; to determine job content; to determine schedules of work; to determine the hours of work and number of hours to be worked; to select management, first level supervisory and supervisory personnel; to introduce new or improved methods, equipment or facilities or to change existing methods or facilities, to establish or discontinue specific jobs; to make, alter, publish from time to time and enforce reasonable rules and regulations to be observed by the employees.

Section 4.04 It is agreed that the above recited management rights are not subject to the grievance and arbitration procedure set forth herein unless in the exercise of said rights the Employer has violated a specific term or provision of one or more other articles of this agreement.

ARTICLE V **CHECKOFF**

Section 5.01 The Employer agrees to deduct each month the required Union dues from the pay of those employees who request, in writing, that such deductions be made.

Section 5.02 The Employer shall be advised by the Union as to the amounts to be deducted, and the aggregate deductions of all employees shall be remitted to the Union by the last day of the succeeding month, after such deductions are made.

Section 5.03 The Union shall indemnify and hold the City of Lock Haven harmless against any and all claims, suits, orders or judgments brought or issued against the City of Lock Haven as a result of any action taken or not taken by the City under the provisions of this section.

ARTICLE VI **UNION SECURITY**

Section 6.01 Each employee who, on the date of signing of this agreement, is a member of the Union, and each new employee who, after thirty (30) days of employment joins the Union,

shall, as a condition of employment, pay the Union initiation fees and continue to be paid up in Union dues as long as ~~he~~ **the employee** is employed in a position represented by the Union.

Section 6.02 The Employer shall dismiss from employment an employee who fails to comply with this provision within fifteen (15) days after notice from the Union provided the Union shall indemnify the Employer against any claims resulting from such dismissal.

Section 6.03 Each employee under Act 195 retains ~~his~~ **the** right:

- (a) To be hired without ~~his~~ membership in the Union being a condition of employment;
- (b) To refuse to join the Union;
- (c) To withdraw from the Union fifteen (15) days prior to the termination of this Agreement.

~~(d) — The Employer and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 15 of 1993 (S.B.399) and any amendments thereto. The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the Union. Authorization from nonmembers to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union by the last day of the succeeding month after such deductions are made.~~

Section 6.04 Neither the Union nor its employees will use any form of intimidation or coercion to force non-member employees to join the Union or prevent them from withdrawing from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

Section 6.05 The City agrees to allow Union members to voluntarily participate in Union Political Action Committee and will agree to deduct contributions from the pay of those employees who request, in writing, that such deductions be made.

ARTICLE VII **PROBATIONARY PERIOD**

Section 7.01 All new employees shall be considered probationary employees for a period of three (3) months and may be discharged without recourse during such probationary period. Probationary employees continued in employment after the probationary period shall be considered regular employees.

Section 7.02 The City may, upon agreement of the parties, extend the probationary period for an additional three (3) months. Employees may be discharged without recourse during such probationary extension period.

Section 7.03 All new employees shall be paid at a rate \$0.50 less than the amount of the contract rate for that position until successful completion of the probationary period.

ARTICLE VIII **HOURS OF WORK**

Section 8.01 The work week except at the Sewage Treatment Plant, shall consist of five (5) consecutive work days (Monday through Friday).

Section 8.02 Employees working at the Sewage Treatment Plant are engaged in a seven (7) day operation and the work week shall consist of any ten (10) days within a consecutive fourteen (14) calendar day period.

Section 8.03 The work day shall consist of a twenty-four (24) hour period beginning with the normal starting time. Management shall have the prerogative to change assigned shift times with a minimum of (ninety-six) 96 hours notice to address changed conditions.

Section 8.04 The provisions of this article shall not be construed:

- a) As a guarantee of any minimum number of hours of work per day or per week beyond the standard 8 hours per day and 40 hours per week for full time employees. For part time employees whose work day and work week are not based on 8 hours and 40 hours respectively, the hourly work day shall be defined as the number of hours that employee normally works in one regularly scheduled work day, as defined in the job description; or
- b) As a limitation on the number of hours of work which the Employer may require.

Section 8.05 The regular hours of work for any shift shall normally be consecutive except for a meal period and rest period unless a change in the work schedule is made by the Employer.

Section 8.06 The provisions of Sections 8.01 and 8.05 shall not be applicable to employees whose hours of work, prior to the date of this Agreement, have been part time, irregular or intermittent.

ARTICLE IX **OVERTIME**

Section 9.01 The Employer agrees to pay one and one-half (1 1/2) times the employees' regular hourly rate of pay exclusive of any premium or differential pay for work under the following conditions:

- (a) All employees, except Sewage Treatment employees, for work performed in excess of forty (40) hours in any week;
- (b) In the case of Sewage Treatment employees, work performed in excess of eighty (80) hours in any bi-weekly period;
- (c) Work performed in excess of eight (8) hours in any one (1) work day;

(d) Work performed on holidays plus holiday pay.

(e) Regular Part Time employees will be eligible for overtime pay provided they have worked either in excess of forty (40) hours in a week or eight (8) hours in a work day.

Section 9.02 There shall be no pyramiding of overtime. The payment of overtime for any hour excludes that hour from consideration of overtime payment on any other basis.

Section 9.03 The Employer shall have the right to schedule overtime when, at its discretion, same is required. In the case of an individual employee, the Employer will consider any reasonable requests to be excused from overtime work on any particular occasion for valid reason. However, repeated refusal to work overtime when requested will be grounds for disciplinary action.

Section 9.04 The Employer will attempt to equalize overtime between the employees who normally perform the work to be done. It is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime until able to be properly relieved. It is also understood that the Employer shall not be required to distribute overtime with any mathematical accuracy over any given period, and that no employee may base a claim for payment by reason of the provisions concerning equalization in this Article for any overtime not worked by him. Overtime in any Department will be offered to employees within that Department before being offered to those outside the Department.

If certification is required by a job description and the particular piece of equipment in use requires a Commercial Drivers License (CDL), any overtime offered for use of that equipment will be offered only to employees with a CDL, regardless of seniority or accumulated overtime, and regardless of department.

Section 9.05 Employees required to work more than four (4) hours beyond the end of their shift shall be entitled to a one-half (1/2) hour paid meal period.

ARTICLE X
CALL-IN PAY

Section 10.01 Employees called into work after the completion of their regularly scheduled eight (8) hour shift and having left the City's premises shall be guaranteed four (4) hours of work, or in lieu thereof, four (4) hours pay at one and one-half (1 1/2) times their basic hourly rate. This section does not apply to employees called in advance of their scheduled shift who continue to work their scheduled shift.

Section 10.02 In the event an employee leaves the job for reasons of ~~his~~ **the employee's** own, ~~he~~ **the employee** will receive pay only for the time worked.

ARTICLE XI
HOLIDAYS

Section 11.01 The following days shall be recognized as paid holidays:

1. New Year's Day (January 1)
2. President's Day
3. Good Friday
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas
11. Personal Day
12. Personal Day
13. Personal Day
14. Personal Day (Not in snow season) (Martin Luther King)

The personal days listed above are earned at the rate of 2 per each half year. Each employee will receive 2 personal days as of January 1, and an additional 2 as of July 1. They may be taken at any time after being earned but must be taken in the year earned.

Section 11.02 Eligible full-time and regular part-time employees who are off work due to the observance of one of the above named holidays will receive their normally scheduled days pay for such holiday not worked.

Section 11.03 An "eligible" employee shall have:

- a) Completed ~~his~~ **the** probationary period prior to the date of such holiday.
- b) Worked the full work day immediately preceding such holiday and the full work day immediately following such holiday unless ~~his~~ **the employee's** absence on either of such days has been with the permission of the Employer.
- c) Performed work for the Employer during the week in which the above named holidays fall, unless ~~he~~ **the employee** was absent on vacation.
- d) Reported as scheduled and actually performed the assigned work when the employee is scheduled to work on such holiday.

Section 11.04 Holidays occurring on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the holidays occurring on Saturday shall be treated for all purposes under this Agreement as falling on the preceding Friday and shall for such purposes be observed on that Friday only.

Section 11.05 An employee whose vacation period includes a holiday shall receive holiday pay for the holiday but will not receive vacation pay for that day.

Section 11.06 An employee to be eligible to take the holiday (personal day), in addition to the requirements of Section 11.03, shall have:

(a) ~~Filed a written request with the Employer at least one (1) calendar week prior to the day of his choice.~~

~~(b) O~~btained permission from ~~his~~ **the** Employer, which will be governed by operational requirements.

Section 11.07 Personal days will not be cumulative from calendar year to calendar year. Personal days requested and not approved will be paid out in full at the end of the calendar year earned.

ARTICLE XII
VACATIONS

Section 12.01 Full-time and regular part-time employees will earn vacation credits as of their date of hire. Vacation to the nearest half day shall be prorated on the date the employee starts to work the first year and then computed on each succeeding January 1 for the calendar year.

Section 12.02 All vacations will be pro-rata during the 1st calendar year of employment.

Section 12.03 During each calendar year of the employee's 2nd, 5th, 10th, 15th and 20th anniversary dates, those employees with an anniversary date on or before June 30 will receive the vacation entitlement of the following year. Those employees with an anniversary date on or after July 1 will receive the vacation entitlement of the preceding year.

Section 12.04 Earned vacation during the calendar year of the anniversary dates shall be as follows:

<u>Anniversary Date</u>	<u>Vacation Entitlement</u>
1st	5 days
3 - 4	10 days
6 - 9	13 days
11 - 14	15 days

16 - 19	17 days
21 - 24	22 days
25	25 days
26	26 days
27	27 days
28	28 days
29	29 days
30	30 days
Over 30	31 days
Over 35	32 days

Section 12.05 When an employee is not actively employed, reimbursement for the employee's last pay shall be made for all paid but unearned vacation.

Section 12.06 To qualify for vacation, an eligible employee must:

- (a) Complete ~~his~~ **the** probationary period.
- (b) Be in a payroll status all of the scheduled work days during each month to

qualify for vacation credit. An employee is not in payroll status if ~~he~~ **the employee** is not entitled to be paid for any scheduled work day.

Section 12.07 Vacation pay, for full-time and regular part-time employees, shall be the employee's regular straight time rate of pay of their normally scheduled hours of work on the pay day immediately preceding the employees' vacation period.

Section 12.08 Length of continuous employment for purposes of determining vacation entitlement shall be computed from the employee's first day of continuous employment for the City and shall not include leaves of absence, time served under workers compensation or time not in a payroll status as noted in 12.06(b).

Section 12.09 It is the responsibility of the Employer to administer the vacation program. Vacation schedules shall be governed by the operational requirements of the Employer. The wishes of each employee shall be taken into consideration and where there is a conflict in the choice of vacation time among employees in any classification, seniority shall prevail.

Section 12.10 If a holiday or holidays fall during an employee's vacation, that employee shall receive holiday pay for the holiday or holidays in addition to ~~his~~ **the employee's** vacation pay provided ~~he~~ **the employee** has worked the full day prior and following the vacation unless his absence on either of such days has been with the permission of the Employer. The employee shall receive holiday pay for the holiday but will not receive vacation pay for that day.

Section 12.11 Vacations are not cumulative. An employee will be allowed to carry over one (1) week vacation ~~if that vacation has been requested in the year earned and the employer refused to schedule the vacation.~~ Any time in excess of one (1) week vacation ~~which was requested and refused,~~ will be paid out at the appropriate rate at the end of the calendar year earned.

Section 12.12 In order to receive payment for vacation earned in a given year, the employee must work at least one full calendar month of that year. Exceptions to this provision may be granted by management due to extenuating circumstances. Such approval or denial will not be subject to the provisions of Article XXIX, Grievance Procedure.

If an employee with more than six (6) months past service quits with two (2) weeks notice to the Employer, ~~he~~ **the employee** shall be paid for any vacation pay to which he is eligible.

Section 12.13 Senior employees shall be given preference of dates they prefer to take their vacation over junior employees provided their choice is made prior to April 1. If no choice is made prior to April 1 or if a choice has been made prior to April 1 and subsequently the employee desires

to change the date, the employee, if senior, will not be allowed to select a date which interferes with a date which has previously been selected by a junior employee.

Section 12.14 No more than fifteen (15) vacation days may be used consecutively. After fifteen (15) consecutive vacation days have been used in a row, an employee must return to work for at least four (4) days before using another vacation day.

ARTICLE XIII **MILEAGE**

Section 13.01 An employee who is required by the Employer to use his a personal vehicle for City business shall receive mileage pay at the rate established by the Internal Revenue Service for the time period during which the mileage was incurred.

Section 13.02 Prior approval of the trip and method of travel must be obtained from the City Manager or his the Manager's designee.

Section 13.03 Expense sheets must be filled out immediately upon return and approved by the employee's supervisor.

ARTICLE XIV **LONGEVITY PAY**

Section 14.01 The eligibility date for longevity pay determination is the January 1st nearest the employee's date of employment.

Section 14.02 Eligible employees, hired prior to January 1, 1984, shall receive as of January 1st a longevity increase of two hundred dollars (\$200) as follows:

<u>Length of Continuous Service</u>	<u>Longevity Pay</u>
5 years	\$200.00
10 years	\$400.00
15 years	\$600.00
20 years	\$800.00

Section 14.03 Longevity pay shall be made in a lump sum by separate check on the first scheduled pay day in November. Employees who quit or are discharged shall be paid on a pro-rata basis. Longevity shall not be a part of the employee's base rate.

ARTICLE XV
WAGES

Section 15.01 Effective on the 1st day of ~~April 2016~~ January 2019, each employee in an active payroll status who has completed ~~his~~ **the employee's** probationary period, covered by this Agreement, shall receive a general pay increase of ~~two (2%) percent retroactive to January 1, 2016~~ \$0.42 per hour.

Section 15.02 Effective on the 1st day of January of each of the subsequent years, each employee in an active payroll status who has completed ~~his~~ **the employee's** probationary period, shall receive a general pay increase as noted below:

Effective January 1:	FULLTIME INCREASE
2017	2.0%
2018	2.0%
2020	\$0.45 per hour
2021	\$0.43 per hour
2022	\$0.44 per hour

Section 15.03 Any employee who works as a temporary supervisor shall be entitled to an additional \$0.50 per hour over the normal rate during such period as employee is scheduled by City as a temporary supervisor. If the temporary supervisory position extends more than three (3) months, the employee shall be entitled to an additional \$1.00 per hour over the employees' normal rate for the time appointed after the first three months. When a supervisor is on an extended leave of absence for more than three days, an employee shall be appointed as temporary supervisor in

the Water and Sewer Department crews and at the discretion of the Public Works Director in the Streets Department.

~~Temporary Supervisors — Permanent appointment will be made to positions currently filled by temporary supervisors within one month of contract execution. If those persons currently filling such positions are appointed to the permanent positions, as management positions, they will be removed from the Union.~~

~~If by appointing a temporary supervisor to the permanent supervisory position, a vacancy is created, that vacancy will be filled through the normal bidding process, with that process starting within five (5) days of the permanent appointment.~~

Section 15.04 Any employee who obtains a sewage treatment plant or water treatment plant certificate under the Sewage Treatment Plant and Waterworks Operators' Certification Act (63 P. S. 1003 et seq.), of a class and type required for the City's systems as further defined below and under the conditions hereafter set forth, shall be entitled to an additional \$0.30 per hour over the present or future rate the employee is otherwise entitled to receive for all hours worked by the employee. The City also agrees to pay the same hourly increment (\$.30 or thirty cents per hour) for employees holding valid pesticide/herbicide spraying certifications of the class and type required for City operations for any hours spent by those employees applying pesticide or herbicide on behalf of the City and directed by the City. Payments are conditioned on:

- (a) The presentation of a valid certificate to City, of the class and type required, with

such certification made available to and used by City for day-to-day operation of City's systems.

A lapsed or invalidated certificate will disqualify the employee for the \$0.30 increment.

- (b) The \$0.30 increment shall first be payable at the beginning of the next succeeding

pay period following presentation of the certificate.

- (c) City reserves the right to limit payments hereunder if, at the sole discretion of City, there are more certified employees than are reasonably necessary to operate City's systems.

- (d) In the Sewer and Water Departments, job descriptions for treatment plant or system operators will be revised in accordance with DEP regulations requiring operators to be certified. This will apply only to new hires and to current employees who bid into the operator positions after the job description changes. Certification will be required within one (1) year from when the operator becomes eligible for certification.

If certification is required as part of a job description, an employee who exhausts the testing opportunities without passing and is not allowed by the testing agency to make any further attempts, will be terminated from the position. Employees who have bid into an operator's position may bump back to prior positions held.

- (e) The premium paid for certification will be paid only for employees whose certifications are used to the City's benefit or are required as part of the job description. Employees shall supply proof of certification on an annual basis or the premium will be terminated.

- (f) In the Street Department, job descriptions for operators will be revised in accordance with Penn DOT regulations requiring commercial drivers licenses (CDL). This will apply only to new hires and to current employees who bid into the operator positions after the job description changes. Certification will be required within one (1) month from when the operator becomes eligible for certification.

If certification is required as part of a job description, an employee who exhausts the

testing opportunities without passing and is not allowed by the testing agency to make any further attempts, will be terminated from the position. Employees who have bid into an operator's position may bump back to prior positions held. The employer will pay renewal fees for CDL licenses for those operators whose positions require CDL's.

The employer agrees to pay costs of obtaining commercial drivers licenses for current employees whose job descriptions require or will require CDL licenses, to a maximum of 10 bargaining unit employees. CDL training and/or examinations paid by the City must be performed or provided by the provider designated by the City. Costs of training and/or examination for initial issuance of a CDL will be paid only one time for each eligible current employee.

Section 15.05 The City will pay the fees for renewal of Certification of those operators eligible under Section 15.04(a) above. This applies only to the license renewal fees payable to the Licensing Agency.

Section 15.06 A shift differential of \$0.25 per hour shall be paid to employees working any regularly scheduled shift which starts at or after 11:00 pm until 7:30 am provided the shift is worked.

A shift differential of \$0.20 per hour shall be paid to employees working any regularly scheduled shift which starts at or after 3:00 pm to 11:30 pm provided the shift is worked. There will be no pyramiding of hours in overtime situations.

ARTICLE XVI **TEMPORARY TRANSFER**

Section 16.01 If, at the discretion of the Employer, a qualified employee is transferred to operate a major piece of equipment (front end loader, back hoe or large street sweeper) and this is

a higher classification, ~~he~~ **the employee** shall receive the rate applicable to said higher classification after the first hour on such assignment.

Section 16.02 Cross Training – Cross Training may be used to supplement a department when all the employees of the department are exhausted.

ARTICLE XVII **SICK LEAVE**

Section 17.01 Each permanent full-time employee, who has completed ~~his~~ **the employee's** probationary period, is entitled to sick leave on the basis of one (1) day for each full calendar month of service wherein the employee works seventy-five (75) percent of the scheduled work days in said month. A regular part-time employee, who has completed his probationary period, is entitled to sick leave on the basis of one-half (1/2) day for each full calendar month of service wherein the employee works seventy-five (75) percent of the scheduled work days in said month.

Section 17.02 A full-time employee may accumulate 150 days of sick leave and a part-time employee may accumulate 150 days of sick leave. Employees who have accumulated sick leave balances in excess of 150 days as of April 2011 will be allowed to accumulate a maximum of 300 days.

Section 17.03 An employee shall notify the Employer promptly in order to be eligible for sick leave payments. Such notification shall:

- a) Be given prior to ~~his~~ **the employee's** individual starting time or as soon thereafter as possible;
- b) Be given by telephone or message to the office designated by the Employer.
- c) State that the employee is sick or injured.

Section 17.04 A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absences less than three (3) days, a doctor's certificate

may be required where, in the opinion of the Employer, the employee has been abusing his sick leave privileges.

Section 17.05 An employee who is eligible for Workmen's Compensation benefits shall not be eligible for sick leave pay.

Section 17.06 If an employee claims sick leave pay to which he the employee is not entitled under this Article, he will be subject to disciplinary action.

Section 17.07 Sick leave may be used to prevent loss of pay when absent for personal illness or injury of the employee only.

Section 17.08 Each employee may use five (5) days per year of accumulated sick leave for sickness of a family member. The employee must provide a doctors' note for the family member if the number of days exceeds three consecutive days or if a pattern of abuse appears. The absence must be medically necessary to the care and/or convalescence of the family member.

In case of catastrophic family illness a member may apply to use any and all accumulated sick leave for sickness of the family member suffering from the catastrophic illness. Decisions in such situations will be made on a case-by-case basis. As part of the leave request a doctor's certificate will be required defining the basis for the request.

Section 17.09 After giving notice to their supervisor, unless in an emergency situation, an employee may use accumulated sick leave for doctor's appointments. A doctors' appointment note must be provided to the supervisor.

Section 17.10 (A) An employee who retires shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection B.

<u>DAYS AVAILABLE</u> <u>AT RETIREMENT</u>	<u>PERCENT</u>	<u>MAXIMUM</u> <u>BUY OUT</u>
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0 - 100	30%	30
101 - 125	40%	50
126 - 150	50%	75
151 – 300	50%	150 (per section 17.02)

B. Eligibility for payment of benefits under Subsection A. is as follows:

(1) Superannuation retirement with at least five years credited service in the employ of the City

(2) Disability retirement which requires at least five years of City service.

(3) After seven (7) years of service, death prior to retirement or separation of service. C. Such payments shall not be made for part days of accumulated sick leave.

D. No payments under this Section shall be construed to add to the credited service of retiring members or to the retirement covered compensation of the member.

E. No Payment will be made for unused leave if an employee is terminated under disciplinary action.

ARTICLE XVIII
LIFE INSURANCE

Section 18.01 The City agrees to pay the premium for a group term life insurance policy in the amount of Twenty-Five Thousand (\$25,000) Dollars for each full-time eligible employee who has completed ~~his~~ **the employee's** probationary period.

Section 18.02 The City agrees to pay the premium for a group term life insurance policy in the amount of Fifteen Thousand (\$15,000) Dollars for each regular part-time eligible employee who has completed ~~his~~ **the employee's** probationary period.

Section 18.03 The insurance shall terminate at the end of the month in which the employee's active employment with the City ends.

Section 18.04 The group term life insurance is a contract between the Employer and the insurance carrier. No dispute over a claim for life insurance will be subject to the grievance procedure established in this collective bargaining agreement.

Further, coverage will also terminate after an employee has been on approved unpaid leave (including Workers Compensation) for a period in excess of one year from the date of approval. Coverage will be reinstated once an employee returns to an active payroll status.

Section 18.05 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

Section 18.06 City agrees to provide a “Paid Up Life Insurance” program for retired employees so long as such coverage is available through its life insurance provider. Such plan shall be similar to that in effect as of April 2011.

ARTICLE XIX

HOSPITAL AND MEDICAL INSURANCE

Section 19.01 The employer agrees to pay, except as specified in Section 19.02 and 19.03, for each eligible full time employee on the active payroll and employee’s eligible dependents, the premium of a group hospital and medical service plan (insurance carrier to be selected by the employer) having benefits equivalent to Attachments A and B to this contract. The insurance program shall be based on the principle of coordination of benefits. { Attachment A is the

Declaration Sheet and Schedule of Benefits for Blue Care PPO Plan ~~Client~~ No. ~~716482~~ **220275**
Group 10207530 High Deductible Plan. The Traditional Plan will not be offered. Attachment B
will be Declaration Sheet and Schedule of Benefits for current Dental Plan. }

The City agrees to continue the current Dental Plan. The City agrees to pay (through third party administrators) the deductible amounts applicable to the selected health insurance plan to the extent such deductibles exceed those under the health insurance plan in effect under the prior labor agreement.

Section 19.02 ~~Any employee hired prior to July 7, 2005 shall be required to pay Fifty Dollars~~

~~(\$50.00) per month toward the premium cost of the group hospital, medical and dental insurance.~~

~~For employees hired after July 7, 2005, e[E]ach employee shall be required to pay toward the premium cost of **hospital/medical and dental** the monthly amount listed below:~~

Coverage	Employee Share
Individual	\$50.00
Husband/wife	\$130.00
Parent/child	\$130.00
Parent/children	\$130.00
Family	\$130.00
2019	6%
2020	7%
2021	8%
2022	9%

Should an employee's coverage classification change (i.e.-from individual to ~~husband/wife family~~) the amount that employee shall be required to pay shall increase to the amount for the higher classification.

Section 19.03 ~~If, during the life of this contract, the health and dental insurance premium cost to the City increases more than five percent (5%) in a given year, the employee contribution identified above will increase by ten percent (10%) for that year. For any year that the City projects~~

~~that it will suffer a Cadillac tax in the current or following year. The City shall have the right to file for an expedited reopener at any time after it reasonably believes that it will incur or become subject to the Cadillac Tax or any tax or fee that replaces the Cadillac Tax in the future. The parties shall select an arbitrator within 10 days of the demand for arbitration, and the arbitrator shall issue a decision within 60 days of the demand for arbitration and the arbitrator's sole jurisdiction shall be to address and lessen health care costs and therefore lessen or eliminate any potential Cadillac tax impacts.~~

Section 19.0304 New employees shall be eligible for insurance coverage as of the date of hire. The insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the Employer ends. An employee on active employment who is not working due to illness or injury, to include Workers Compensation, shall have their coverage terminate after exhausting all sick leave and vacation accumulated or a period of six months, whichever is greater (See examples in Exhibit A.)

Section 19.0405 The hospitalization and medical service plan is in a form of a contract between the Employer and the insurance carrier. No dispute over a claim for any benefits extended by the hospitalization and medical service plan shall be subject to the grievance procedure established in this collective bargaining agreement.

Section 19.0506 ~~It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization and medical service plan. It is agreed that the Employer's liability shall be limited to the payment of premiums as stated above.~~

Section 19.0607 The Employer agrees to pay a lump sum upon presentation of receipts or paid bills to each eligible employee for the purpose of vision care, eye care, dental, **fitness club membership dues, copays, vitamins,** and ~~or~~ prescriptions not covered under other medical benefits. Said payment shall be for each family a sum of ~~Two~~ Three Hundred Seventy-Five Dollars (\$~~275.00~~-\$375.00) for full time employees, and ~~One Two Hundred Thirty-Seven~~ dollars and fifty cents (\$~~137.50~~-\$200.00) for part time employees for each year of the contract.

ARTICLE XX
REST PERIOD

Section 20.01 Each full-time employee shall be entitled to a twenty (20) minute paid rest period each work day or shift. The Employer shall schedule the rest periods for each employee as, in the Employer's opinion, the demands of work permit.

ARTICLE XXI
BEREAVEMENT

Section 21.01 All employees who are excused from work because of death in their immediate family for the purpose of making arrangements for and attending the funeral of such members of their immediate family shall be paid Bereavement Leave at the regular rate of pay according to the schedule below. Pay will be allowed only for regularly scheduled work days within the period on the schedule below. Bereavement leave will not be paid for a day during which an employee is not scheduled to work.

<u>Relationship</u>	<u>Days</u>
Spouse, Children, Step-Child	5
Parent or Step-parent	

Sisters/brothers, step-brothers/sisters, grandchild, step-grandchild, Father or mother-in-law, Son or Daughter-in-law, Brother/Sister-in-law, Grandparents, Grand-Parents-in-law, Step-grandparents or any relative residing in the employee's household.	3
Great Grandparents, Aunt or Uncle	1

Bereavement leave shall begin on the work day after the day of the death and extend to and include the day after the funeral, to the maximum identified above.

Section 21.02 The employee, immediately upon returning to work shall, upon request, present to the Employer a certificate from the Funeral Director evidencing ~~his~~ **the employee's** attendance at the funeral.

ARTICLE XXII

PENSION Section 22.01 The Employer agrees to provide a copy of the pension plan to each eligible employee of the bargaining unit.

Section 22.02 The Contract may be re-opened to provide an opportunity to consider improvements in Pension benefits.

ARTICLE XXIII **SENIORITY**

Section 23.01 Seniority, upon completion of the probationary period, will commence on the date the employee actually starts to work for the City, either in a full or part time capacity. For purposes of this section only, each hour of service for a part time employee shall be equal to an hour of service for a full time employee.

Section 23.02 Seniority shall be determined by an employee's length of continuous service with the City and ~~his~~ **the employee's** seniority shall be exercised by total seniority with the City within the following

Departments:

- (1) Streets-Parks
- (2) Water
- (3) Sewer
- (4) Public Safety

Section 23.03 The following shall constitute a break in continuous service and terminate seniority:

- (1) Resignation
- (2) Separation or discharge for just cause
- (3) Retirement
- (4) Absence without leave for five (5) working days
- (5) Refuse a recall to work from layoff
- (6) Failure to report after leave
- (7) Works on another job while on leave
- (8) Layoff for period of one (1) year

If an employee is returned within one (1) year after such break in service, ~~he~~ **the employee** shall be entitled to credit for seniority purposes the time accrued up to the time of the break in service occurred but shall not be entitled to any credit for the time represented by such break in service.

Section 23.04 Seniority lists shall be prepared for each seniority group and revised where necessary every twelve (12) months. Appropriate service information shall be shown therein to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

Section 23.05 When a job vacancy occurs within the bargaining unit and the Employer wishes to have it filled, the Employer agrees to post such vacancy, together with the job description, on the bulletin board for a period of five (5) work days prior to filling such job vacancy unless an emergency requires a lesser period of time. In filling the vacancy, the following shall be considered:

- (a) Seniority
- (b) Skill and ability to perform the work
- (c) Physical Fitness

However, only where Factors 2 and 3 are relatively equal between employees shall Factor 1 be the determining factor.

Regular employees bidding on any other job shall retain the right to their old job until completion of the probationary period. Regular part time employees hired after the effective date of this contract shall not have the right to bid on full time jobs posted under this provision.

If a newly hired employee would lose his position as a result of a newly promoted employee “bumping back” to ~~his~~ **the employee’s** prior position, the newly hired employee will be appointed to the last opening remaining upon completion of the bumping process.

Section 23.06 In the event of a layoff, the junior employee by job title in the Department shall be laid off first. The laid off employee may exercise ~~his~~ **the employee’s** length of continuous service and displace a junior employee provided the laid off employee has, with regard to the job of the junior employee in the following order:

- (1) been previously so classified;
- (2) satisfactorily performed the work;
- (3) Has the present skill and ability to perform the work.

The laid off employee may only displace in the same classification or lower classification.

Section 23.07 Recalls from layoff shall be in the inverse order of layoff, provided the recalled employee has the present skill and ability to perform the work.

In the event a person refuses an offer of a position under this Section, ~~he~~ **the employee** shall be dropped from the recall list.

Section 23.08 Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer, in its sole discretion, agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

Section 23.09 When no qualified bids or no bids have been submitted for the vacancy, then the Employer may fill the vacancy in any manner ~~he~~ **the employer** deems appropriate.

Regular part time employees applying for open positions under this provision shall automatically be considered in the pool of applicants provided they meet the requirements of the position.

Section 23.10 The President of the local Union shall have super seniority in the event of a layoff provided ~~he~~ **the employee** has the skill and ability to do the available work.

ARTICLE XXIV **LEAVES OF ABSENCE**

Section 24.01 Leaves of absence without pay or other benefits hereunder may be granted by the Employer at the request of the employee, for good cause. Falsification of the reason for a leave of absence shall be grounds for discharge. Employees accepting employment elsewhere during such leave shall be considered to have quit without notice.

The employee shall make a written request stating the reason for the leave of absence and the Employer's granting of such leave shall be in writing. No leave of absence shall be for more than

thirty (30) days which can be renewed for an additional thirty (30) days if the cause is good and the Employer grants the request.

A Maximum Leave Policy, to address Disability Leaves of Absence, will be established to provide for approved disability leave for up to one hundred eighty (180) days from date of disability. If an employee remains unable to work after one hundred eighty (180) days, the employee may be separated from employment. Such separation will not impact the employee's receipt of Workers Compensation benefits or other disability benefits. In accordance with criteria in the Maximum Leave Policy, the employer will initiate a case review of the disability thirty (30) days before the one hundred eighty (180) day period of disability expires, and if the Case Review demonstrates that the employee is able to resume the prior full or part time position in the future with an accommodation, including extension of the disability period, the employer will consider the request.

Employees shall not be entitled to accrue paid leave benefits while on unpaid leave status.

Section 24.02 Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall be entitled to reinstatement to the extent and under the circumstances that reinstatement may be required under the applicable laws of the United States.

Section 24.03 Female employees, in cases of maternity, shall have the right to receive a leave of absence up to six (6) months as they may choose. Such leave of absence must be applied for and approved in writing by the Employer prior to the leave of absence. Upon request of the employee in writing and at the sole discretion of the Employer, maternity leaves may for good cause be extended for a period not to exceed six (6) months. In no case may the total leave exceed twelve (12) months.

Section 24.04 All full-time employee who are National Guardsmen shall, subject to operational requirements and written request with one (1) month notice, be granted a leave of absence to attend the two (2) week annual training program.

Section 24.05 A Light Duty Policy, to address the return to work with light duty restrictions, will be established to provide for approved light duty if applicable for a return to work after compensated or uncompensated leave for illness or injury. If an employee remains unable to return to full duty after one hundred and twenty (120) days, the employee may be separated from employment.

ARTICLE XXV
UNION REPRESENTATION

Section 25.01 Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises after being granted permission by the Employer.

Such permission shall not be unreasonably withheld.

ARTICLE XXVI
BULLETIN BOARD

Section 26.01 The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of Union officers and other material relating to Union business.

The Union shall not post material detrimental to the labor/management relationship nor of a political or controversial nature.

ARTICLE XXVII

LABOR/MANAGEMENT MEETINGS

Section 27.01 The Union may appoint up to three (3) persons on a committee to meet at mutually agreed times and places with representatives of the Employer to confer on "meet and discuss" matters as defined in Act 195 or to negotiate contracts, provided, however, that not more than one (1) person may be appointed from any one(1) of the Public Works Departments. Council and International Staff representatives may also be present. Such meetings may be initiated by either party and the agenda shall be in writing specifying the items to be discussed.

Section 27.02 Safety and health may be a part of these discussions.

Section 27.03 Employee evaluations will be conducted on a twice annual basis and will remain in the employee file for only three (3) years. These evaluations will be removed on a first-in, first-out basis after the three year period.

Section 27.04 EDUCATIONAL INCENTIVES: A one-time bonus, as follows, shall be payable upon successful completion of the following certifications or programs, for an employee who earns said certification or successfully completes the program while in the employ of the City:

- (a) Certification for the spray application of Pesticides and/or herbicides \$200.00
- (b) CDL License \$100.00
- (c) Certification for Plant Operations \$300.00
- (d) Commonwealth of PA Vehicle Inspection License \$300.00 (one employee)

Section 27.05 The City will pay an annual incentive payment of \$100 to each employee who successfully completes one year of employment with perfect attendance (includes use of sick or extended unpaid leave days). This will be paid on or about December 9th of each year. The Year of attendance runs December 1st of one year through November 30th of the following year.

ARTICLE XXVIII
CLOTHING AND EQUIPMENT

Section 28.01 The City agrees to continue its present policy of furnishing the following clothing: hard hats, rain gear, gloves, coveralls and boots. Employees shall be under the duty to properly maintain such items of personal clothing furnished by the City and to insure the security of such items entrusted to them.

Section 28.02 The determination of need for the above clothing is to be determined by the City based on the type of work to be performed.

Section 28.03 Effective January 1, 2016, the Employer will reimburse up to two hundred (\$200.00) per Employee per year for the purchase of approved safety shoes or boots. All Public Works employees must wear them at all times when working.

ARTICLE XXIX
GRIEVANCE PROCEDURE

Section 29.01 The parties to this agreement agree that it is of the utmost importance to address grievances in an orderly and expeditious manner.

Section 29.02 Grievance Definition

A grievance is a claimed violation of the terms and conditions of the agreement, or is a claimed misinterpretation of one or more sections of the language of this agreement.

Section 29.03 Grievances shall be settled in the following manner:

STEP 1: The employee initiating the grievance shall present it orally or in writing to ~~his~~ **the employee's** immediate supervisor within ten (10) work days after its Occurrence. The immediate supervisor shall reply to the grievance within five (5) work days of its presentation.

STEP 2: If the grievance is not resolved in STEP 1, it shall be referred in writing to the Department Director within five (5) work days after the decision has been rendered in STEP 1. The Department Director shall reply in writing to the grievance within five (5) work days after its presentation. This Step shall be waived if the position of Department Director is not filled.

The grievant must articulate in writing his justification and reasoning for forwarding the grievance to the next step.

STEP 3: If the grievance is not resolved in STEP 2, it shall be referred in writing to the City Manager within five (5) work days after the decision has been rendered in STEP 2. The City Manager shall reply in writing to the grievance within five (5) work days of its presentation. The grievant must articulate in writing his justification and reasoning for forwarding the grievance to the next step.

STEP 4: If the grievance is not resolved in STEP 3, it shall be referred to City Council within five (5) work days after the decision has been rendered in STEP 3. The City Council shall consider the grievance within twenty-one (21) calendar days and shall reply to the grievance within five (5) work days of the Council meeting. The grievant must articulate in writing his justification and reasoning for forwarding the grievance to the next step.

STEP 5: If the grievance is not resolved in STEP 4, either party may refer the grievance to the American Arbitration Association for the purpose of arbitrating the unsettled grievance. The Union shall first notify the City in writing of its intent to proceed to arbitration within seven (7) work days of City Council's reply and then it shall, within seven (7) work days after the notice has been given to the City, refer the grievance in writing to the American Arbitration

Association. The arbitrator shall be selected in accordance with the Rules of the American Arbitration Association and the arbitrator shall proceed under said Rules. The arbitrator, when duly appointed, shall proceed to consider the disputed grievance without delay and render his decision promptly following the conclusion of the hearing in the matter.

Section 29.04 The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

Section 29.05 The arbitrator shall neither add to, subtract from or modify the provisions of this agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 29.06 All of the time limits contained in this article may be extended by mutual agreement.

Section 29.07 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 29.08 An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure.

Section 29.09 The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth, unless the time limit has been mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Employer's representatives at any level to give ~~his~~ **the**

written response within the specified time limit shall automatically move the grievance to the next step unless the time limits have been extended by mutual agreement.

Section 29.10 Any grievance arising during the period of the termination date of the contract and the effective date of a new contract may not be arbitrated.

Section 29.11 Any decisions in the first two (2) steps of the grievance procedure shall be applicable to that grievance only.

Section 29.12 The arbitrator shall not award back pay for any period before the dispute was first submitted by the Union to the City, and if the arbitrator orders back pay, then any compensation received by aggrieved employees during the non-working period must be deducted from the settlement.

With the exception of any wages earned by the employee outside of their normal work hours with the City.

ARTICLE XXX **STRIKES AND LOCKOUTS**

Section 30.01 The Union recognizes that the City must operate continuously and the employees need to perform their work so there is no interruption of service.

Section 30.02 The Union agrees that there shall be no strikes, stoppage, slowdown, walkout, sit down, concerted refusal to work overtime, or any other interruption of work or impeding of work or prevent or attempt to prevent the access of employees or anyone properly having access to City facilities during the term of the contract. (All of which are hereinafter referred to as "strike".) The Employer agrees there shall be no lockouts during the term of this agreement. The Employer shall be under no obligation to discuss or bargain with the Union

concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

Section 30.03 In the event of any such strike the Union agrees that it will in good faith and without delay exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the employee or employees involved therein shall return to work.

Section 30.04 The City shall have the right to discipline, including discharge, any employee who causes, aids, supports, participates in such strike or does not continue to work. The City's action shall not be subject to the grievance and arbitration procedure except to the extent of determining whether or not the employee did commit any of the above violations. If an arbitrator finds that an employee committed any of the above violations, ~~he~~ (the arbitrator) shall have no jurisdiction to change or modify the City's discipline. If the arbitrator finds none of the above violations were committed, then this section does not apply and any grievance shall be decided by the arbitrator in accordance with the remaining provisions of the agreement.

ARTICLE XXXI
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 31.01 Discharge, demotion, suspension and discipline of employees are subject to the grievance procedure. In the case of a discharge or suspension of ten (10) or more days, the employee may file the grievance at the third step of the grievance procedure.

Section 31.02 A progressive Disciplinary Policy as defined in the City's Personnel Manual will apply to all employees, including those under this Agreement.

ARTICLE XXXII
SCOPE OF AGREEMENT

Section 32.01 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in the agreement.

Section 32.02 Therefore, for the life of this agreement each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXXIII
SUCCESSORS

Section 33.01 This Agreement shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XXXIV
TERM OF AGREEMENT

This Agreement shall become effective the 1st day of January, ~~2016~~ **2019**, and shall remain in full force and effect up to and including the day of December 31, ~~2018~~ **2022**. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunto set their hands and seals this ____ day of ~~May, 2016~~ _____, **2018**.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME) AND LOCAL NO. 2834

CITY OF LOCK HAVEN

BY: _____

BY: _____
Mayor

BY: _____

BY: _____

BY: _____

BY: _____

Exhibit A

Example A: *Employee on leave (not workers comp) with less than six months of combined sick, vacation and/or optional holidays*

An employee who is not able to report to work because of injury or illness (not workers comp) who has less than six months' paid leave (a combination of sick leave, vacation days, and optional holidays), will have ~~his~~ **the employee's** coverage terminate 6 months after the first day leave began.

Example B: *Employee on leave (not workers comp) with more than six months of combined sick, vacation and/or optional holidays.*

An employee who is not able to report to work because of injury or illness (not workers comp) who has more than six months' paid leave (a combination of sick leave, vacation days, and optional holidays), will have his coverage terminate when all benefit time (sick, vacation and optional holidays) has been exhausted even if the use of benefit time exceeds six months after the first day leave began.

Example C *Employee on Workers Comp not able to return to work after 6 months (with or without benefits).*

An employee on leave for Workers Compensation who is unable to return to work after 6 months shall have his coverage terminated.

Example D *Employee on FMLA-approved leave not able to return to work after 6 months (with or without benefits).*

FMLA provides an employee with 12 weeks of job protection including continuation of health benefits during these 12 weeks. Should the employee not be able to return after 6 months of leave including the 12 weeks of FMLA (paid or unpaid), ~~his~~ **the employee's** coverage will be terminated.

Example E *Employee on Workers Comp who upon being returned to work takes paid leave and stays out of work.*

Should an employee be on Workers Compensation leave and then takes paid leave rather than returning to work, the employee shall only be entitled to the greater of 6 months coverage or the amount of benefit time (sick leave, vacation, optional holiday) in that employee's leave bank.