

**CONTRACT BETWEEN
YORK AREA UNITED FIRE AND RESCUE
YORK COUNTY, PENNSYLVANIA
AND**



**LOCAL 2377
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS (IAFF)
FOR THE YEARS
2014-2015-2016**

**CONTRACT BETWEEN
YORK AREA UNITED FIRE & RESCUE
YORK COUNTY, PENNSYLVANIA**

AND

**LOCAL 2377 INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS (IAFF)**

FOR

THE YEARS

2014-2015-2016

PREAMBLE	1
ARTICLE I. MANAGEMENT RIGHTS	1
SECTION 1.1 Management Rights	1
SECTION 1.2 Volunteer Incentive Program	3
SECTION 1.3 Command Positions	3
SECTION 1.4 Reservation of Rights and Elimination of Past Practices.....	3
SECTION 1.5 Career Fire Fighter – EMT Positions.....	3
SECTION 1.6 Labor Management Meetings	4
SECTION 1.7 Staffing.....	4
ARTICLE II. RECOGNITION AND UNIT DESCRIPTION	4
SECTION 2.1 Recognition and Unit Description.....	4
SECTION 2.2 Non-Discrimination	5
SECTION 2.3 Conformity To Law	5
ARTICLE III. PROBATIONARY EMPLOYEES	6
SECTION 3.1 Probationary Period.....	6
SECTION 3.2 Probationary Training Period.....	6
SECTION 3.3 Termination of Probationary Firefighters	6
ARTICLE IV. UNION SECURITY	7
ARTICLE V. CONTINUATION OF BENEFITS.....	8
SECTION 5.1 Definition of Years of Service	8
SECTION 5.2 Continuation of Benefits	8
ARTICLE VI. SENIORITY	8
SECTION 6.1 Seniority	8
SECTION 6.2 Eligibility	9
ARTICLE VII. CIVIL SERVICE.....	9
SECTION 7.1 Civil Service Inapplicable.....	9
ARTICLE VIII. EMPLOYEE CLASSIFICATION AND COVERAGE.....	9
SECTION 8.1 Permanent Full Time Firefighter(s)	9
SECTION 8.2 Temporary Full Time Firefighters	9
SECTION 8.3 Temporary Part Time Firefighters	10
SECTION 8.4 Special and Emergency Situations	10
SECTION 8.5 Coverage of Off-Duty Personnel	10
SECTION 8.6 Overtime Tracking	13
ARTICLE IX. PROMOTIONS AND TRANSFERS	13
SECTION 9.1 Promotions	13
SECTION 9.2 Transfers.....	13
ARTICLE X. WAGES.....	13

SECTION 10.1 Employees Hired Prior to April 29, 2010	13
SECTION 10.2 Employees Hired After April 29, 2010	13
SECTION 10.3 Direct Deposit	14
SECTION 10.4 Acting Out of Rank Differential	14
SECTION 10.5 Apparatus Technician Pay	14
SECTION 10.6 Fire Captain Wage Differential	14
ARTICLE XI. HOURS OF WORK.....	14
SECTION 11.1 Hours of Work	14
SECTION 11.2 Recall	15
ARTICLE XII. COMPULSORY OFF-DUTY TRAINING.....	16
SECTION 12.1 Off-Duty Training	16
SECTION 12.2 On-Duty Training.....	17
ARTICLE XIII. SAFETY.....	17
SECTION 13.1 Equipment Safety	17
SECTION 13.2 Work-Related Injuries.....	17
SECTION 13.3 Safety Committee.....	17
SECTION 13.4 Hepatitis Testing	18
SECTION 13.5 Workers' Compensation/Heart and Lung	18
ARTICLE XIV. VACATION.....	18
SECTION 14.1 Vacation	18
ARTICLE XV. LEAVE.....	19
SECTION 15.1 Personal Leave	19
SECTION 15.2 Unpaid Leave	20
SECTION 15.3 Holiday Leave	20
SECTION 15.4 Military Leave.....	20
ARTICLE XVI. LIFE, ACCIDENTAL DEATH AND DISABILITY INSURANCE	21
SECTION 16.1 Life Insurance	21
SECTION 16.2 Accidental Death and Dismemberment Insurance.....	21
SECTION 16.3 Long Term Disability.....	21
ARTICLE XVII. HEALTH INSURANCE	22
SECTION 17.1 Hospitalization Insurance.....	22
SECTION 17.2 Dental Care	22
SECTION 17.3 Vision Insurance	23
SECTION 17.4 Insurance Carriers	23
ARTICLE XVIII. SICK LEAVE.....	23
SECTION 18.1 Sick Leave.....	23
ARTICLE XIX. BEREAVEMENT LEAVE.....	24
SECTION 19.1 Bereavement Leave.....	24

ARTICLE XX. JURY DUTY	25
SECTION 20.1 Jury Duty	25
SECTION 20.2 Court Appearances other than Jury Duty	25
SECTION 20.3 Appearance on a Non-Scheduled Work Day	25
ARTICLE XXI. LOCAL UNION MEETINGS, UNION CONVENTIONS	26
SECTION 21.1 Local Union Meetings, Union Conventions	26
ARTICLE XXII. CLOTHING ALLOWANCE	26
SECTION 22.1 Uniforms	26
SECTION 22.2 Clothing Maintenance Allowance.....	27
ARTICLE XXIII. INTERFERENCE WITH FIRE DEPARTMENT OPERATIONS	27
SECTION 23.1 Interference with Fire Department Operations	27
ARTICLE XXIV. STATION ASSIGNMENTS.....	27
SECTION 24.1 Station Assignments.....	27
ARTICLE XXV. GRIEVANCES.....	28
SECTION 25.1 Grievances.....	28
ARTICLE XXVI. PENSION.....	29
SECTION 26.1 Pension.....	29
SECTION 26.2 Pension for Former Spring Garden FF and YAUFR FF	30
SECTION 26.3 Pension for Former Springettsbury FF.....	30
SECTION 26.4 Continuation of Insurance Benefits for Former Springettsbury Firefighters Hired Prior to January 1, 1997	31
ARTICLE XXVII. FIRE COMPANY FUNCTIONS AND RENTALS	32
ARTICLE XXVIII. DEPARTMENT OF TRANSPORTATION (DOT) PHYSICALS	32
ARTICLE XXIX. TERMS.	33
APPENDIX A. WAGE SCALE - PRE-2010 YAUFR FIREFIGHTERS	
APPENDIX B. WAGE SCALE - PRE-2010 YAUFR CAPTAINS	
APPENDIX C. WAGE SCALE - POST-2010 YAUFR FIREFIGHTERS	
APPENDIX D. WAGE SCALE - POST 2010 YAUFR CAPTAINS	
APPENDIX E. HEART AND LUNG PROCEDURE	
APPENDIX F. EMPLOYEE HOLIDAY PAY	
SIDE AGREEMENT - CURRENT EMPLOYEES PREVIOUSLY EMPLOYED BY SPRING GARDEN TOWNSHIP WHO HAVE ACHIEVED RETIREMENT AGE	

PREAMBLE

This Agreement, made and entered into by and between York Area United Fire & Rescue, hereinafter referred to as “YAUFR,” and Local 2377, International Association of Fire Fighters, hereinafter referred to as the “Union.”

WITNESSETH:

WHEREAS, YAUFR and the firefighters are parties to a collective bargaining agreement that expired on December 31, 2013, and

WHEREAS, it is the intent of the parties to promote a harmonious relationship in connection with the conditions of employment, deemed essential to the nature of the duties of the members of said Union, and

WHEREAS, the parties desire to set out certain areas of agreement as to said conditions in accordance with Act 111 of 1968,

NOW, THEREFORE, in consideration of these premises, and the mutual promise of the parties hereto, it is hereby agreed as follows:

ARTICLE I. MANAGEMENT RIGHTS

SECTION 1.1 Management Rights. The Union recognizes that an area of responsibility must be reserved to YAUFR and its officials, including but not limited to the Fire Chief and his or her command staff, and the YAUFR Commission (“the Commission”) if YAUFR is to function effectively. In recognition of this principle, unless otherwise specifically provided in this Agreement, it is agreed that the following responsibilities of YAUFR are not subject to collective bargaining:

- (a) Determination of the management organization.

(b) Direct, transfer and assign employees of YAUFRR. This includes transferring employees to anywhere within the YAUFRR area (including but not limited to permitting an exempt management employee sole discretion to determine run cards), and detailing a captain to a fire fighter position.

(c) Hire and promote employees.

(d) Suspend, demote, or discharge employees; provided that where YAUFRR has just cause to discipline an employee and such discipline is intended to be in the form of reprimand, demotion, suspension or discharge, YAUFRR shall notify the employee within five (5) working days of discovery of the cause giving rise to the discipline. Discipline for just cause shall be made within fifteen (15) working days of discovery or a reasonable chance of discovery of the cause giving rise to the discipline. Work rules are to be developed and adopted.

(e) Maintain the efficiency of government operations entrusted to them and determine how such operations are to be conducted.

(f) Schedule employee's duties to meet the needs of YAUFRR. This includes standardizing start times.

(g) Determine the number of personnel to be employed or retained in employment.

(h) Determine the necessity for overtime and the amount of overtime required.

(i) Take the necessary action to carry out the mission of YAUFRR in cases of emergency.

(j) Send for, confer with, consult, discuss or communicate in any way with any member of the bargaining unit without Union representation except as provided for in the grievance procedure. Should such action be disciplinary in nature an employee shall be allowed to call a representative.

(k) Determine YAUFRR policies. All new policies issued by YAUFRR will be submitted to the Union Secretary at least two weeks prior to the effective date of the new policies. Any and all changes in YAUFRR policy or procedure will be submitted to the Union Secretary at least two weeks prior to the effective date of such changes. The two week period shall be waived in cases of life safety.

(l) Designate uniforms to be worn.

SECTION 1.2 Volunteer Incentive Program. The Union agrees that YAUFRR may implement a volunteer incentive program. The conditions of the agreement are as follows: The volunteer incentive program is intended to encourage volunteer participation but is not intended to create municipal employment positions for volunteers within the YAUFRR.

SECTION 1.3 Command Positions. All command positions shall be exempt management positions and shall not be covered by this Agreement. Command positions shall include Fire Chief, Assistant Chief, Deputy Fire Chief, and Battalion Chief. Captains shall be supervised by exempt management employees as designated by the YAUFRR Board.

SECTION 1.4 Reservation of Rights and Elimination of Past Practices. The parties have in good faith attempted to address practices governing the operation of the YAUFRR joint department in this contract. Practices specifically addressed in this contract shall supersede all past practices from the former Spring Garden and Springettsbury departments. All rights and responsibilities of YAUFRR not specifically modified by this Agreement shall remain the function of YAUFRR.

SECTION 1.5 Career Fire Fighter – EMT Positions. The Union and YAUFRR agree to reopen the Agreement to discuss the terms and conditions of any new positions which

may provide emergency medical services within the bargaining unit and the terms and conditions of the impact of the created positions on current bargaining unit members.

SECTION 1.6 Labor Management Meetings. YAUFRR and the Union agree to participate in ongoing labor management meetings.

SECTION 1.7 Staffing. There shall be no less than two personnel per dispatched apparatus (pumper and ladder truck). Layoffs shall be in reverse order of seniority according to the economic and operational needs of YAUFRR. Nothing in this provision shall limit an exempt management employee's discretion to determine whether a piece of apparatus is in-service. YAUFRR shall have the right to use mutual aid, including but not limited to automatic first alarm mutual aid, as needed.

ARTICLE II.
RECOGNITION AND UNIT DESCRIPTION

SECTION 2.1 Recognition and Unit Description. The Union, having warranted that it is the duly authorized bargaining unit representing all of the full-time fire fighters covered by this Agreement (hereinafter referred to as "Employees"), employed by YAUFRR, excluding the Fire Chief, Assistant Chief, Deputy Fire Chief, and Battalion Chief, temporary and part-time firefighters and administrative and clerical personnel, YAUFRR hereby recognizes the "Union" as the sole and exclusive bargaining representative for fire fighters during the term of this Agreement. YAUFRR agrees not to enter into an agreement or contract with firefighters covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. All references to "firefighters" in this Agreement include captains, unless the captain position is specifically excluded.

SECTION 2.2 Non-Discrimination. It is agreed between YAUFRR and the Union that YAUFRR is obligated legally and morally to provide equality of opportunity, consideration and treatment of all employees in all phases of the employment process. No department official or management personnel of YAUFRR shall:

(a) Initiate, create, dominate, contribute to, or interfere with the formation or administration of any employee organization meeting the requirements of the law.

(b) Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization nor on the basis of race, religion, sex, national origin, or disability.

(c) Refuse to meet, negotiate or confer on proper matters.

SECTION 2.3 Conformity To Law. This Agreement shall be subordinate to all present and future federal and state laws applying to YAUFRR and in case of conflict between any part of this Agreement and any such laws, the law shall govern. If any provisions or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law. If any provision of this Agreement or the application of such provisions to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE III.
PROBATIONARY EMPLOYEES

SECTION 3.1 Probationary Period. New employees shall serve a one year probationary period and shall have no seniority rights or grievance rights with regard to termination of employment during such period. Upon satisfactory completion of the probationary period and appointment as a Permanent Full-Time Firefighter, the probationary period shall be considered and computed as part of the seniority time for such employee.

SECTION 3.2 Probationary Training Period. For permanent full-time firefighters, during the probationary period, YAUFRR agrees to send the probationary firefighter to the municipal fire academy class at the Harrisburg Area Community College (“HACC Fire Academy”), or its equivalent. If the probationary firefighter can provide evidence of fire fighter certification, it shall be an exempt management employee’s sole discretion to waive this requirement. YAUFRR also agrees to provide all probationary firefighters with a comprehensive in-service training program. If a firefighter should resign during the probationary period, the firefighter shall be required to reimburse YAUFRR for one-half the cost of the training provided by YAUFRR during the probationary period. If a firefighter fails to complete the HACC Fire Academy, the firefighter shall be required to reimburse YAUFRR for all of the cost of the training.

SECTION 3.3 Termination of Probationary Firefighters. During the probationary period, the probationary firefighter shall not be denied any rights or benefits that he/she would be entitled to under the collective bargaining agreement. However, at any time during the probationary period, if the probationary firefighter is in any way unacceptable to YAUFRR, YAUFRR shall notify the probationary firefighter that he/she will not be appointed to permanent full time firefighter whereupon his employment shall cease. The probationary

firefighter and/or the Union will have no right to challenge any termination that occurs during the probationary period.

ARTICLE IV.
UNION SECURITY

- A) All full-time firefighters who are covered by this Agreement, in accordance with Section 2.1, on the effective date of this Agreement, plus those who shall thereafter become members, shall maintain membership in the Union upon such terms and conditions as the Union shall prescribe. The failure or refusal of a firefighter to become or remain a member of the Union shall not be basis for discipline or discharge of such firefighter.
- B) YAUFRR will deduct Union dues from the regular paychecks of those employees who authorize such deductions in writing and the Fair Share contribution from those who authorize such deductions in writing. The amount to be deducted shall be certified to YAUFRR by the Union and the aggregate deductions of the employees shall be remitted, together with an itemized statement, to the Union on the fifteenth (15th) day of the succeeding month, after such deductions are made.
- C) YAUFRR and the Union agree that non-union members of the bargaining unit shall be subject to a Fair Share contribution pursuant to Pennsylvania law. The Fair Share contribution rate for non-members of the bargaining unit shall be determined pursuant to Pennsylvania law.
- D) It is understood and agreed that employees who have provided to YAUFRR written authorization for dues deductions prior to the effective date of this Agreement will not be required to furnish a new written authorization and each such employee is deemed to have ratified his/her authorization previously given.

- E) Authorized agents of the Union shall at all times have access to YAUFRR's place of business during work hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that this Agreement is being adhered to provided, however, that the same shall be done after notifying an exempt management employee first and without interruption or delay of YAUFRR's work schedule.
- F) The Union agrees to indemnify and hold harmless YAUFRR for any loss or damage resulting from this article. It is agreed that neither an employee nor the Union shall have any claim against YAUFRR for any dues or fair share fee deductions made or not made, as the case may be, unless a claim of error is made in writing to YAUFRR within thirty (30) days of the date such deduction was or should have been made.

ARTICLE V.
CONTINUATION OF BENEFITS

SECTION 5.1 Definition of Years of Service. As of the date of the execution of this Agreement, an employee's years of YAUFRR service is measured as beginning with the date that his or her employment began with Springettsbury Township, Spring Garden Township or YAUFRR, as applicable, unless otherwise indicated in this Agreement.

SECTION 5.2 Continuation of Benefits. All benefits and provisions of this Agreement shall be immediately available and applicable to all former Springettsbury and Spring Garden employees, unless otherwise indicated in this Agreement.

ARTICLE VI.
SENIORITY

SECTION 6.1 Seniority. Seniority shall be determined and computed as the date of employment as a permanent full-time firefighter (subject to Article III, Probationary Period, and Article V, Continuation of Benefits). YAUFRR shall establish a seniority list and it shall be brought up to date the first of each calendar year and immediately thereafter posted on

each fire station bulletin board, and a copy of the same provided to the Secretary of the Union. Objections to the seniority list as proposed shall be reported to YAUFRR and to the Secretary of the Union within ten (10) days after posting. No objections shall be considered or allowed if made after said ten (10) days.

SECTION 6.2 Eligibility. Seniority shall only apply to permanent full-time firefighters.

ARTICLE VII. **CIVIL SERVICE**

SECTION 7.1 Civil Service Inapplicable. As a joint department, YAUFRR is not subject to the civil service laws. As a result, YAUFRR shall not be governed by civil service rules or procedures.

ARTICLE VIII. **EMPLOYEE CLASSIFICATION AND COVERAGE**

SECTION 8.1 Permanent Full Time Firefighter(s). Full time firefighters work a 24 hour on duty, 48 hours off duty shift as set out in Section 11.1.

SECTION 8.2 Temporary Full Time Firefighters. Temporary full-time firefighters may be hired by YAUFRR to fill vacancies left by permanent full-time firefighters who are on leave for extended periods of time. Temporary full-time firefighters shall have all rights of permanent full-time firefighters except the right to permanent status. YAUFRR shall notify the Union when it intends to hire a temporary full-time firefighter. Selection of permanent full-time firefighters for an open shift which is to be covered by a temporary full-time firefighter shall not occur if the absence of the permanent full-time firefighter is expected to be for a period of time less than twelve (12) months. Should a temporary full-time firefighter be hired as a permanent full-time firefighter, he or she will be required to attend the HACC Fire Academy, or equivalent, unless they are eligible for a waiver as per the collective bargaining agreement or

unless management and the Union mutually agree that a waiver is appropriate due to the firefighter's training and experience.

SECTION 8.3 Temporary Part Time Firefighters. Temporary part-time firefighters will be used to cover for vacancies on shifts due to vacations, personal days, sick days, Kelly days, and other leaves of absence according to Section 8.1 and Section 8.5 of this Article. YAUFR shall be limited to six (6) temporary part-time firefighters. In the event that another governing body unit shall become a member of YAUFR, the parties will negotiate over increases to the total part-time complement. Should a temporary part-time firefighter be hired as a permanent full-time firefighter, he or she will be required to attend the HACC Fire Academy, or equivalent, unless they are eligible for a waiver as per the collective bargaining agreement.

SECTION 8.4 Special and Emergency Situations. In the event of any emergency or an extraordinary threat to the safety of the citizens of the region served by YAUFR, YAUFR may meet its staffing requirements by hiring volunteer or paid firefighters on a temporary or part-time basis who are not members of the Union. Such action will not be taken until a joint effort of an exempt management employee and a Union representative fails to produce the required staffing from among the regular employees.

SECTION 8.5 Coverage of Off-Duty Personnel. Off-duty personnel shall be covered as follows:

A. Annual Schedule:

- 1) The schedule shall be developed and posted by December 31 of the prior year. This schedule shall account for all vacation and Kelly days of all fulltime firefighters. This schedule shall be subject to the approval of an exempt management employee.

- 2) Any vacation and/or Kelly days in the annual schedule will be covered by temporary part-time firefighters and will be scheduled as soon as feasible. If no temporary part-time firefighters are available for a day needing coverage, then off-duty full-time firefighters will be used to cover.

B. Replacement of Captains

- 1) Should a Captain be absent, the Captain shall be replaced with one of the following:
 - (a) Available Captain
 - (b) Available senior firefighter

C. Replacement of Firefighters

- 1) In the event a firefighter is needed to fill a shift, the following shall apply:
 - (a) A list will be provided by an exempt management employee of eligible temporary part-time firefighters. This list shall include the temporary part-time firefighter's name and contact number. The list shall rotate in order to equalize the use of each temporary part-time firefighter and to ensure that such firefighters do not exceed the number of hours they are permitted to work in any given period.
 - (b) As soon as an exempt management employee realizes that a firefighter is needed to fill a shift, the next person on the temporary part-time firefighter list shall be notified. If the contact number is a phone, then a non-answer shall result in the next person on the list being contacted. If the contact number is a pager or if there is an answering machine or voice mail is reached, then the temporary part-time firefighter shall be given 5 minutes to reply. The exempt management employee shall document all attempts to contact temporary part-time firefighters. If unsuccessful in contacting the temporary part-time firefighter, then the next

temporary part-time firefighter shall be contacted. Attempts to contact temporary part-time firefighters shall continue until there are no temporary part-time firefighters remaining or until attempts have been made to contact all six temporary part-time firefighters.

- (c) If unsuccessful in contacting a temporary part-time firefighter, then off-duty full-time firefighters shall be contacted as per the overtime procedure of the department.

D. Miscellaneous Provisions

- 1) Captains shall be permitted to work overtime as a firefighter. The Captain will always serve in an officer role.
- 2) No more than one temporary part-time firefighter shall be on duty at any time at each station, unless specifically authorized by an exempt management employee due to special or emergency circumstances.
- 3) Temporary part-time firefighters must work at least eight consecutive hours at a time, unless the need for firefighter coverage is for a period of time less than eight hours.
- 4) Temporary part-time firefighters may not work more than 24 consecutive hours.
- 5) Temporary part-time firefighters may not work more than 60 hours in a pay period.
- 6) Temporary part-time firefighters will not be required to attend the HACC Fire Academy, as long as they meet the training requirements of the job description.
- 7) Temporary part-time firefighters are not guaranteed employment as a Full Time Firefighter.
- 8) Temporary part-time firefighters shall wear the same uniform as a career firefighter. However, their firefighting helmet shall be a different color than the full-time firefighters.

- 9) Temporary part-time firefighters shall not be a part of the collective bargaining unit contract.

SECTION 8.6 Overtime. Overtime will be assigned to personnel by an exempt management employee as outlined in the Department policy. No numerical overtime totals will be utilized and the rotation list will be maintained at the Headquarters office.

**ARTICLE IX.
PROMOTIONS AND TRANSFERS**

SECTION 9.1 Promotions. YAUFRR shall make promotions using a written exam, interview, and/or a practical exam. In the event of a tie, seniority shall be used as a factor in making the final decision.

SECTION 9.2 Transfers. If an employee requests a change in shift or to transfer to another YAUFRR fire station due to a vacancy, the following regulations shall prevail:

- (a) A written request must be made to an exempt management employee.
- (b) Employee shall be capable of operating apparatus and equipment at the station.
- (c) First consideration to fill the vacancy shall be based on seniority.

**ARTICLE X.
WAGES**

SECTION 10.1 Employees hired prior to April 29, 2010.

A. Firefighters Hired before April 29, 2010. The wages for firefighters hired before April 29, 2010 for the years 2014-2016 will be in accordance with Appendix A.

B. Captains Hired before April 29, 2010. The wages for Captains hired before April 29, 2010 for the years 2014-2016 will be in accordance with Appendix B.

SECTION 10.2 Employees hired after April 29, 2010.

A. Firefighters Hired after April 29, 2010. The wages for firefighters hired after April 29, 2010 for the years 2014-2016 will be in accordance with Appendix C.

B. Captains Hired after April 29, 2010. The wages for Captains hired after April 29, 2010 for the years 2014-2016 will be in accordance with Appendix D.

SECTION 10.3 Direct Deposit. All employees shall have all of their pay direct deposited to a financial institution. No paychecks will be given out.

SECTION 10.4 Acting Out of Rank Differential. Firefighters will receive a shift differential of \$0.64 per hour for actual hours worked in the Duty Officer or other supervisory capacity.

SECTION 10.5 Apparatus Technician Pay. An exempt management employee shall have the sole authority to select an apparatus technician to perform repair work on the fire vehicle fleet and other associated administrative duties and to pay the technician an additional stipend of \$.50 per hour. An exempt management employee has the authority to make changes or eliminate this position.

SECTION 10.6 Fire Captain Wage Differential. Effective January 1, 2015, a YAUFRR Captain's yearly salary rate will be 5% above the firefighter base rate that the Captain would receive as a firefighter based upon years of service.

ARTICLE XI. HOURS OF WORK

SECTION 11.1 Hours of Work. Firefighters shall be scheduled to work an average of 52 hours per week. The schedule will be a single platoon system for 24 hours on duty followed by two 24 hour shifts off duty (48 hours). This will be scheduled in a twenty-eight (28) day consecutive work period in accordance with the Fair Labor Standards Act. In order to achieve the average of fifty-two (52) hours per week, nine (9) twenty-four hour unscheduled duty time days (Kelly days) will be scheduled throughout the year. Hourly rate is determined by dividing the annual salary by 2,704 hours (52 weeks x 52 hours). Employees who are required to

work additional hours over the normal scheduled time shall be compensated at one and one-half (1.5) times the regular hourly rate for all hours worked in excess of the regular schedule.

Overtime shall be paid in the pay period worked. Kelly days shall be selected as follows:

- A) Each captain/firefighter will provide a list of Kelly Days for the year to the Fire Chief's office no later than one week prior to the start of the vacation selection process. Failure to provide a list will result in Kelly Days being selected by an exempt management employee.
- B) Only one (1) Kelly Day may be utilized in any twenty-eight (28) day period.
- C) Each captain/firefighter must select a Kelly Day in each of the twenty-eight (28) day periods when they are selected to work ten (10) days.
- D) Two (2) Kelly Days will be allowed per day.
- E) Captains/firefighters may not switch Kelly Days once they have been picked and approved.

SECTION 11.2 Recall. Off duty captains/firefighters officially recalled to duty by the officer in charge to perform emergency work other than during their usual shift shall be paid for their actual time worked, but in no event shall receive less than two (2) hours pay, unless the employee requests to leave earlier and an exempt management employee grants the request. In the event that the exempt management employee grants the employee's request to leave earlier, the employee shall only be paid for actual time worked. Any off duty captains/firefighters volunteering for work shall be paid for the actual time working. The two (2) hour provision shall not apply to overtime work hours which are continuous to a regularly scheduled work shift. In the event of an emergency or emergencies requiring captains/firefighters to work longer than the regular tour of duty, it shall be the responsibility of

an exempt management employee to see that such captains/firefighters are relieved by the oncoming shift as quickly as possible.

ARTICLE XII.
COMPULSORY OFF-DUTY TRAINING

SECTION 12.1 Off-Duty Training.

(a) **Compulsory Training.** Whenever an employee is required by YAUFRR to attend schools to attain or maintain job proficiency, and such school by its location requires the employee to reside overnight, it is agreed that the employee attending approved schools shall receive payment for necessary meals and lodging, in addition to normal salary for the day(s) of training.

Receipts for all expenditures must be presented to YAUFRR within (10) business days after completion of training when YAUFRR has provided meals/lodging advances. For an employee wishing reimbursement for meals/lodging not advanced by YAUFRR, the employee must provide receipts for all expenditures, along with a completed expense form. Mileage reimbursement shall be paid at the rate established by YAUFRR, however mileage reimbursement shall not be paid if a YAUFRR vehicle is available and authorized to be used for travel to the training. Meals shall not exceed the following amounts:

Breakfast:	\$8
Lunch:	\$12
Dinner:	\$20

In no event will amounts expended for alcoholic beverages be reimbursed by YAUFRR.

(b) **Elective Training.** For elective or voluntary training that has not been mandated to be taken by YAUFRR, approval of the training is reserved as an exclusive management right.

An exempt management employee may approve a request, but deny meals, lodging and/or travel expenses. This determination shall not be grievable.

SECTION 12.2 On-Duty Training. No physical training will occur between the hours of 2300 and 0700.

**ARTICLE XIII.
SAFETY**

SECTION 13.1 Equipment Safety. YAUFRR shall not require firefighters to operate any vehicle or equipment that is not in safe operating condition or equipped with the safety appliances required by law. Firefighters shall report all vehicle or equipment defects to an exempt management employee or in his or her absence to a Captain as soon as possible but no later than the end of their work shift.

SECTION 13.2 Work-Related Injuries. Any firefighter involved in an accident, or who sustains a work-related injury, shall immediately report such accident or injury to an exempt management employee or in his or her absence to a Captain. The firefighter shall fill out as soon as possible the appropriate accident/injury report form provided by YAUFRR.

SECTION 13.3 Safety Committee. YAUFRR will form a Workplace Safety Committee, comprised of management and labor representatives. The purpose of the committee will be to prevent accidents and illness in the workplace and to detect and recommend corrections of hazards in the workplace. The committee will hold periodic meetings and will perform accident reviews and quarterly inspections of YAUFRR facilities and operations. Such meetings and inspections will be conducted during normal weekday work hours. Suggestions for corrective measures to reduce risk shall be made to an exempt management employee, who shall coordinate improvements.

SECTION 13.4 Hepatitis Testing. Hepatitis “B” vaccinations and current flu vaccinations will be provided to all firefighters who desire them, upon individual request. Hepatitis “B” titre testing will be provided to individuals receiving the Hepatitis vaccination every three years. PPD testing will be provided to individuals on a yearly basis by request.

SECTION 13.5 Workers’ Compensation/Heart and Lung. Firefighters who suffer a compensable workers’ compensation and/or Heart and Lung injury shall treat with the current list of posted physicians posted by YAUFR for ninety (90) days. YAUFR agrees to provide the Union with notice of any changes to the provider list and bargain over said changes if so requested. Heart and Lung disputes shall be resolved by a local agency hearing before the YAUFR Commission. Either party may appeal the Commission’s decision to AAA arbitration. AAA shall, upon the request of either party, provide a grievance list of arbitrators. Heart and Lung hearing procedures shall be according to the practices listed in Appendix E.

**ARTICLE XIV.
VACATION**

SECTION 14.1 Vacation. An employee shall be eligible for annual vacation leave after one (1) year of service to YAUFR. Employee vacation time for 2014 will be the same as listed in the agreement for the years 2010-2013. The vacation accrual commencing on January 1, 2015 shall be as follows:

Years of Service	Vacation
After one year	Two working days
After two years	Five Working days
After five years	Seven working days
After eight years	Eight working days
After ten years	Ten working days
After fifteen years	Eleven working days
After twenty years	Twelve working days

- A. The current employee with thirteen vacation days will maintain that amount until retirement.
- B. A maximum of five (5) working days may be taken off consecutively.
- C. Vacation leave must be taken during the year and may not be carried forward to the next year.
- D. Selecting vacations may be done on a rotation basis beginning with the senior employees picking two (2) weeks maximum, following down the seniority list until all employees have chosen a maximum of two (2) weeks. For the remaining weeks, the above procedure shall prevail.
- E. Selection of vacation shall be by seniority and will be completed at a regular union meeting in December and submitted to YAUFRR for approval. If an employee fails to pick the first two (2) weeks of vacation by the regular union meeting in December, seniority rights to first choice over employees with less seniority who designate their choice of vacation on the first regular union meeting will be forfeited.
- F. Mutual exchange of tours and/or vacation shall be permitted upon approval of an exempt management employee.

ARTICLE XV.
LEAVE

SECTION 15.1 Personal Leave. All full-time employees having completed ninety (90) days of service are eligible for personal leave. Each eligible employee is entitled to four (4) twelve hour personal leaves during each year of the Agreement. Personal leave shall be taken from either 8:00 a.m. to 8:00 p.m., or 8:00 p.m. to 8:00 a.m.. One additional leave slot will be approved if the request is for personal leave and the Department has not exceeded the maximum daily leave amount, to include known sick leave. Requests for personal leave shall be

submitted to an exempt management employee at least three (3) days prior to the day on which the leave is requested.

SECTION 15.2 Unpaid Leave. Unpaid leave will be granted in accordance with operational needs and shall be at the discretion of an exempt management employee.

SECTION 15.3 Holiday Leave Each full-time employee who has completed ninety (90) days of service is eligible for paid holidays. The equivalent of 10.4 hours pay calculated in accordance with the provisions of Article X shall be paid to all employees for their respective holidays. Former Springettsbury firefighters will be grandfathered into their respective holidays according to the prior collective bargaining agreement. Former Spring Garden firefighters and YAUFRR employees hired after the execution of this Agreement shall receive the same holidays as former Springettsbury firefighters hired after February 29, 2004. Each full-time employee that works at least 10 hours (between 0800 hours and 1800 hours) on a premium holiday shall receive 12 hours of pay. Premium holidays are Thanksgiving, Christmas, and Easter. (See Appendix F)

SECTION 15.4 Military Leave. A captain/firefighter participating in active service or required field training in the U.S. Military Reserves or National Guard shall be entitled to absent himself or herself from his/her YAUFRR duties while engaged in such active service or the required field training. No such captain/firefighter shall be subjected to any loss or reduction of vacation or holiday privileges. The allowed paid period of absence for required field training or active service in any calendar year shall not exceed 120 hours. Additional hours beyond 120 in any calendar year will be considered leave without pay unless available paid vacation leave is requested. YAUFRR paid insurance premiums will be temporarily suspended for the time off work if extended military service/training exceeds 240 hours in any calendar year. A

captain/firefighter participating in such reserve military service or training shall give advance notice to the Fire Chief. If a captain/firefighter is released from military reserve duty/training during a shift, the Fire Chief in his discretion may require the captain/firefighter to report to work for the remainder of his shift.

ARTICLE XVI.
LIFE, ACCIDENTAL DEATH AND DISABILITY INSURANCE

SECTION 16.1 Life Insurance. Each full-time employee who has completed ninety (90) days of service is eligible for life insurance. YAUFRR shall cover each employee with a double indemnity life insurance policy in the amount of fifty thousand (\$50,000) dollars.

SECTION 16.2 Accidental Death and Dismemberment Insurance. Full-time employees, after completion of ninety (90) calendar days of full-time employment, shall be covered by an accidental death and dismemberment policy in the amount of \$80,000 covering accidental loss of life from causes not related to on-the-job accidents or those covered by workmer's compensation. Excluded from this coverage is loss that occurs more than ninety days after the accident, loss resulting from war, declared or undeclared, bodily or mental disease and suicide or attempted suicide and such other exclusions contained in the contract with the insurance company. Said insurance to be paid to employee's designated beneficiary. The cost of this insurance to be paid by YAUFRR. Accidental dismemberment insurance is provided under the above stated contract as per schedule provided and in effect at time of accident, with payment to the employee.

SECTION 16.3 Long-Term Disability. Each full-time employee who has completed ninety (90) days of service is eligible for YAUFRR long-term disability insurance.

ARTICLE XVII.
HEALTH INSURANCE

SECTION 17.1 Hospitalization Insurance. As soon as practicably possible, all employees shall be eligible to participate in the health insurance plan currently maintained by YAUFRR, which shall be the York Area United Fire and Rescue Group Health Plan, as administered by the Intermunicipal Insurance Cooperative (IIC). YAUFRR may change if it finds comparable coverage. Regular employees are eligible to participate, along with eligible dependents, in YAUFRR's hospitalization and health PPO insurance plan thirty (30) days after the date of hire. Firefighters will pay a portion of medical and hospitalization insurance coverage according to the following maximum monthly schedule. The co-payment will be made by payroll deduction twice per month. At the option of the firefighter, the co-payment may be deducted prior to taxes. Employees who are on paid or unpaid leave must continue co-payments. Failure to do so will result in loss of coverage.

For the year:

2014: 3.50% of premium.

2015: 4.25% of premium

2016: 5.00% of premium

SECTION 17.2 Dental Care. Upon the effective date of this Agreement, all employees shall be eligible to participate in the insurance plan currently maintained by YAUFRR, which shall be the York Area United Fire and Rescue Group Dental Plan, as administered by Significa. Each full-time employee is eligible for dental care thirty (30) days after hire. YAUFRR shall provide each employee and eligible dependents with a comprehensive dental insurance program at no co-payment cost. The dental coverage will be for a maximum of \$2,000 per annum for each employee and eligible dependent.

SECTION 17.3 Vision Insurance. Upon the effective date of this Agreement, all employees shall be eligible to participate in the vision insurance plan currently maintained by YAUFRR, which shall be the York Area United Fire and Rescue Vision Care Plan. Each full-time employee is eligible for vision insurance thirty (30) days after the date of hire. YAUFRR shall provide each employee and eligible dependents with a comprehensive vision insurance program at no co-payment cost. Vision insurance shall cease upon retirement.

SECTION 17.4 Insurance Carriers. YAUFRR shall be permitted to engage a different insurance carrier to provide the aforesaid insurance benefits, only after notifying the Union, in writing at least two (2) weeks in advance of such change. The Union reserves the right to challenge the selection of a different insurance carrier, if the benefits provided by such a carrier are not comparable.

**ARTICLE XVIII.
SICK LEAVE**

SECTION 18.1 Sick Leave. YAUFRR will annually present an accounting of the accumulated sick leave to each employee. All firefighters hired prior to February 29, 2004 will accrue sick leave at the rate of one working day per month, with a maximum accumulation of 170 working days that may be carried forward from year to year. Sick leave may only be used for illness. Employees hired after January 1, 2010 will be eligible to use sick leave after six (6) months of full-time employment. Each employee will be eligible to use sick leave, not to exceed three (3) days per calendar year, due to an emergency sickness in his/her immediate family. However, if leave is qualifying FMLA leave, the employee shall use available paid leave during the FMLA leave period. Any verified illness which would prevent an employee from reporting for scheduled duty is properly chargeable to sick leave.

Employees who have depleted all accumulated sick leave shall be eligible for nine (9) days of credit if they are needed; provided that in case of termination or resignation the employee shall repay YAUFRR any sick leave used but not earned. Vacation leave may be used to cover absence due to illness when the employee has not accrued sufficient sick leave credit.

Upon retirement of a firefighter, YAUFRR shall buy back ten (10) percent of any accumulated sick leave at the employee's prevailing pay rate.

All firefighters hired on or after February 29, 2004, will accrue paid sick leave as follows:

1 st Year of Employment	Six (6) days
2 nd Year of Employment	Eight (8) days
3 rd Year of Employment	Nine (9) days
4 th Year of Employment	Twelve (12) days

ARTICLE XIX.
BEREAVEMENT LEAVE

SECTION 19.1 Bereavement Leave. YAUFRR shall grant to the employee

bereavement leave on occasion of a death in the family, upon notification to an exempt management employee, as follows:

Spouse or Child	7 consecutive calendar days including regularly scheduled work days
Parent, step-parent, sibling	5 consecutive calendar days including regularly scheduled work days
Grandparent, step-grandparent, parent in-law, grandchild	4 consecutive calendar days including regularly scheduled work days
Grandparent-In-Law, Uncle or Aunt of Employee, Sibling-In-Law	1 calendar day including regularly scheduled work day

Nothing in this section shall be interpreted to permit an employee to receive pay for days not scheduled to work. Bereavement leave shall commence on the day of death. A request for time off must be submitted and shall state the name of the deceased relative and his or her relationship to the employee.

ARTICLE XX.
JURY DUTY

SECTION 20.1 Jury Duty. When an employee is called for jury duty on a scheduled work day, the employee will be paid for those hours at the regular rate of pay. The employee is required to return to the fire station if it is a scheduled work day within one (1) hour after being dismissed from the court house. Compensation received from the County must be remitted to YAUFRR, exclusive of mileage, meals, and parking for those days which are scheduled work days of the employee. Compensable time begins with arrival at the court and ends with departure from the court.

SECTION 20.2 Court Appearances other than Jury Duty. In the event that any member of the bargaining unit is required to provide testimony in any court of law and/or legal proceeding relating to or arising from the performance of his duties on a regularly scheduled work day, the employee shall be compensated at the regular rate of pay. The employee is required to return to the fire station within one (1) hour after being dismissed from the court house. Compensation received from the County must be remitted to YAUFRR, exclusive of mileage, meals, and parking, for those days which are scheduled work days of the employee. Compensable time begins with arrival at the court and ends with departure from the court. When appearing in court in a proceeding in which YAUFRR, or any participating governing body is a party, a firefighter shall wear his or her uniform. Firefighters will notify an exempt management employee immediately upon receiving a subpoena to testify.

SECTION 20.3 Appearance on a Non-Scheduled Work Day. In the event that any member of the bargaining unit is required to provide testimony in any court of law and/or legal proceeding relating to or arising from the performance of his duties on a non-regular scheduled work day, the employee shall be compensated at one hour minimum plus total time

spent during court hearings or appearances at the prevailing overtime rate. All supporting court documentation must be presented in order to receive court pay. Compensation received from the County must be remitted to YAUFRR exclusive of mileage, meals and parking. Compensable time begins with arrival at the court and ends with departure from the court. When appearing in court in a proceeding in which YAUFRR, or any participating governing body is a party, a firefighter shall wear his or her uniform.

ARTICLE XXI.
LOCAL UNION MEETINGS, UNION CONVENTIONS

SECTION 21.1 Local Union Meetings, Union Conventions. The Union shall be permitted to hold its regular and special meetings at any YAUFRR fire station, subject to regulations for the use of the building. Employees shall be permitted to attend local union meetings while on duty so long as such attendance does not impair the response of firefighting equipment to all parts of YAUFRR. Union meetings outside of management involvement where on-duty personnel are involved may only be held after 5 p.m. Monday through Friday. YAUFRR will allow a maximum absence of one-hundred twenty (120) hours without loss of pay to the Union President or his designee(s) to attend any union business. Each occurrence will be in writing two (2) weeks in advance and will contain type of event, date, and person attending. Union Leave for official business will be approved regardless of the Departmental maximum leave total.

ARTICLE XXII.
CLOTHING ALLOWANCE

SECTION 22.1 Uniforms. YAUFRR will issue in kind all authorized uniform clothing. An exempt management employee will prescribe the design of the uniform clothing to be issued. YAUFRR will furnish all turnout gear as needed. New hires shall receive: 5 short sleeve shirts, 5 pair of uniform pants, 1 pair of uniform shoes, 1 winter coat, 1 ball cap, 1 winter

hat, 5 T-shirts, 3 turtlenecks, 1 belt and buckle and 1 set of physical training shorts. Uniforms shall be replaced on a one for one basis upon receipt of the old article of clothing based on the discretion of an exempt management employee. All uniform items must be turned in upon retirement.

SECTION 22.2 Clothing Maintenance Allowance. Effective January 1, 2014, the uniform maintenance allowance is three hundred fifty dollars (\$350) each year for the term of this contract. The allowance shall be granted during the second pay period of each contract year. Employees are expected to provide laundry, dry cleaning and minor repairs of uniforms with this allowance.

ARTICLE XXIII.
INTERFERENCE WITH FIRE DEPARTMENT OPERATIONS

SECTION 23.1 Interference with Fire Department Operations. The Union agrees there will be no strikes, work stoppages, slowdowns or any interference with emergency operations by any of its members.

ARTICLE XXIV.
STATION ASSIGNMENTS

SECTION 24.1 Station Assignments. An exempt management employee shall have the ability to determine station assignments based upon operational needs.

(a) **Temporary Details or Change in Base Station.** Temporary details to an alternate station from a firefighter's base station shall be permitted based upon operational needs without consideration of seniority.

(b) **Permanent Change of Base Station.** Permanent change of base station shall not be made without an exempt management employee giving due consideration to seniority.

ARTICLE XXV.
GRIEVANCES

SECTION 25.1 Grievances.

- A) The purpose of this section is to provide an orderly method for the settlement of a dispute between the parties regarding the interpretation, application or claimed violation of any of the provisions of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented within fifteen (15) business days of the date that it occurred or within fifteen (15) business days of the date the employee could reasonably be expected to have knowledge of the occurrence.
- B) The grievance procedure for employees shall consist of the following steps:
1. Step One: The aggrieved employee individually or accompanied by a representative of the Union shall meet with the Battalion Chief and attempt to resolve the grievance. At the request of either party, any resolution of such grievance so arrived at shall be reduced to writing and signed by the parties. Such writing shall constitute evidence of the understanding reached, but shall not modify the terms of this Agreement.
 2. Step Two: If Step One fails to resolve a grievance, the Union or aggrieved employee, or both of them jointly, shall submit a written statement of the grievance to the Fire Chief. The Fire Chief shall meet with the aggrieved employee and his or her Union representative, if designated, to attempt to resolve the grievance. At the request of either party, any resolution of such grievance so arrived at shall be reduced to writing and signed by the parties. Such writing shall constitute evidence of the understanding reached, but shall not modify the terms of this Agreement.

3. Step Three: If Step Two fails to resolve a grievance, the Union or aggrieved employee, or both of them jointly, shall submit a written statement of the grievance to the Commission. The Commission, together with such other persons as it deems desirable or who are designated by YAUFRR, shall meet with representatives of the Union or the aggrieved employee, both of them together with such other persons as the Union or the aggrieved employee deem advisable and attempt to resolve the grievance. At the request of either party, any resolution of such grievance so arrived at shall be reduced to writing and signed by the parties.
4. If Step Three aforesaid fails to resolve the grievance within thirty (30) business days after the same is submitted to the Commission, either party shall be entitled to request that the grievance be submitted to the arbitration under the American Arbitration Association (“AAA”), pursuant to the rules and procedures of AAA for grievance arbitrations. The parties shall share the costs and arbitrator’s fees equally. Each party shall be responsible for any and all of its own legal fees incurred. All decisions of the arbitrator shall be final and binding including on questions of arbitrability.

ARTICLE XXVI.
PENSION

SECTION 26.1 Pension. The respective pension plans of the former Springettsbury and Spring Garden firefighters shall be grandfathered for employees hired prior to April 29, 2010. The text of these provisions is included in Sections 26.2 and 26.3 below. All employees hired after April 29, 2010 shall receive the York Area United Fire and Rescue Defined Contribution plan as defined in Section 26.2 below.

SECTION 26.2 Pension for Former Spring Garden Firefighters and All

YAUFR Firefighters Hired After April 29, 2010

Section 1. YAUFR shall establish a Money Purchase Plan and Trust to be known as “The Plan” in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. The Plan shall be known as the York Area United Fire and Rescue Union Defined Contribution Pension Plan.

Section 2. Any newly hired Firefighter shall qualify for membership after they have been on the payroll of YAUFR for thirteen (13) weeks.

Section 3. The normal retirement age shall be age fifty-five (55).

Section 4. Contributions:

A. YAUFR contributions allocated to “The Plan” of such eligible participant shall be equal to ten (10) percent of the participant’s compensation for the calendar year. Compensation includes all salary or wages but does not include overtime pay. YAUFR will make such contribution no less frequently than quarterly.

Section 5. A participant will be 100% vested after five (5) years of employment.

SECTION 26.3 Pension for Former Springettsbury Firefighters

Section 1. YAUFR will continue to make available a pension plan for Permanent Full-Time employees. The plan is voluntary and shall be in accordance with municipal code. Employee contribution will be by payroll deduction.

Section 2. Pension shall be a defined benefit plan. Base wage shall be defined as contractual salary and holiday pay. No other pay or compensation shall be considered as part of base wage.

A. Employee will contribute 5% of their base wage (contractual salary plus holiday pay)

B. Retirement is at 55 years of age and 25 years of service

C. Retirement benefit is at 50% of average monthly base wage.

Average monthly base wage is based upon the average of the last 36 months of employment.

D. Death benefit after retirement provides a monthly pension to the spouse equal to 50% of the amount paid to the retiree.

E. Vesting 100% after 12 years of service.

F. Pre-retirement death benefit paid to spouse equal to 50% of the participant's accrued benefit.

G. Service granted back to date of permanent full time hire as a firefighter for vesting and accrual purposes.

SECTION 26.4 Continuation of Insurance Benefits for Former

Springettsbury Firefighters Hired Prior to January 1, 1997

A. A former Springettsbury firefighter hired prior to January 1, 1997, who retires during the term of this Agreement shall be entitled to continue to receive all medical, hospital, dental and prescription insurance provided that he pays to YAUFRR on a monthly basis, an amount equal to one half (1/2) of the cost of any insurance premiums paid by YAUFRR on his behalf. Vision insurance shall cease upon retirement. This coverage is for the retiree, spouse, and eligible dependents. The hospitalization coverage shall cease when the retiree becomes eligible for coverage under Medicare and/or Medicaid, or the retiree obtains coverage on his own.

B. The spouse and eligible dependents of an active firefighter shall be entitled to receive all medical, hospital, dental, and prescription drug insurance if the active firefighter dies on duty, provided that the spouse and/or eligible dependents pay to YAUFRR on a monthly basis an amount equal to one-half (1/2) of the cost of any insurance premiums which YAUFRR would pay on their behalf. Coverage for the spouse shall continue until the spouse becomes eligible for coverage under Medicare and/or Medicaid or remarries. Coverage for any dependents shall continue until they are no longer eligible as a dependent as defined under the current insurance plan.

C. Sections 26.4 A and B continuation of benefits shall not apply to any former Springettsbury firefighter hired after January 1, 1997, Spring Garden or YAUFRR employee.

ARTICLE XXVII.
FIRE COMPANY FUNCTIONS AND RENTALS

On-duty employees shall not be compelled to participate in any fire company function as a condition of employment. However, if an employee so desires, service may be rendered to a fire company for any length of time or for any type of work without additional payment.

ARTICLE XXVIII
DEPARTMENT OF TRANSPORTATION (DOT) PHYSICALS

YAUFRR will schedule each employee for a DOT physical as determined by the Department Doctor and the requirements of the Department of Transportation (DOT).

- A. Physicals will be at the expense of the Department.
- B. The Department shall receive notifications of pass/fail for each employee.
- C. If an employee fails a physical, the employee shall be immediately restricted from driving apparatus.

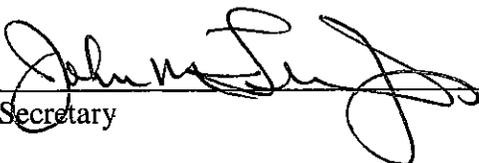
- D. Any employee who fails a physical shall be subject to a fitness for duty exam with a doctor chosen by YAUFRR.
- E. The DOT physical results in the case of a failure shall be provided to the fitness for duty examining physician.
- F. An employee may complete a DOT physical, at their own expense, with a doctor of their choice. Failure to successfully complete the physical will result in restriction from driving apparatus and a fitness for duty examination.

ARTICLE XXIX
TERMS.

This Agreement shall become effective as of January 1, 2014 and remain in full force and effect until December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 19th day of August, 2014.

ATTEST:


Secretary

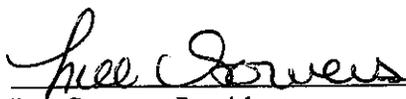
**YORK AREA UNITED FIRE & RESCUE
COMMISSION**


William Schenck, Chairman

ATTEST:


Secretary

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL 2377**


Lee Sowers, President

APPENDIX A

Pre-2010 YAUFR Firefighters

	Wage Increase	2.75%	3%	3%
	2013	2014	2015	2016
0	\$33,925	\$34,858	\$35,904	\$36,981
1	\$36,818	\$37,830	\$38,965	\$40,134
2	\$40,994	\$42,121	\$43,385	\$44,687
3	\$42,591	\$43,762	\$45,075	\$46,427
4	\$45,481	\$46,732	\$48,134	\$49,578
5	\$47,789	\$49,103	\$50,576	\$52,094
6	\$50,825	\$52,223	\$53,789	\$55,403
7	\$53,863	\$55,344	\$57,005	\$58,715
8	\$56,885	\$58,449	\$60,203	\$62,009
9	\$60,829	\$62,502	\$64,377	\$66,308
10	\$60,883	\$62,557	\$64,434	\$66,367
11	\$60,938	\$62,614	\$64,492	\$66,427
12	\$62,307	\$64,020	\$65,941	\$67,919
13	\$62,362	\$64,077	\$65,999	\$67,979
14	\$62,417	\$64,133	\$66,057	\$68,039
15	\$63,714	\$65,466	\$67,430	\$69,453
16	\$63,768	\$65,522	\$67,487	\$69,512
17	\$63,823	\$65,578	\$67,545	\$69,572
18	\$63,878	\$65,635	\$67,604	\$69,632
19	\$63,932	\$65,690	\$67,661	\$69,691
20	\$65,269	\$67,064	\$69,076	\$71,148
21	\$65,323	\$67,119	\$69,133	\$71,207
22	\$65,378	\$67,176	\$69,191	\$71,267
23	\$65,432	\$67,231	\$69,248	\$71,326
24	\$65,487	\$67,288	\$69,307	\$71,386
25	\$65,542	\$67,344	\$69,365	\$71,446

APPENDIX B

Pre-2010 YAUFRC Captains

	Wage Increase	2.75%	3%	3%
	2013	2014	2015	2016
0	\$35,675	\$36,656	\$37,699	\$38,830
1	\$38,568	\$39,629	\$40,913	\$42,141
2	\$42,744	\$43,919	\$45,554	\$46,921
3	\$44,341	\$45,560	\$47,329	\$48,748
4	\$47,231	\$48,530	\$50,541	\$52,057
5	\$49,539	\$50,901	\$53,105	\$54,699
6	\$52,575	\$54,021	\$56,479	\$58,173
7	\$55,613	\$57,142	\$59,855	\$61,651
8	\$58,635	\$60,247	\$63,213	\$65,109
9	\$62,579	\$64,300	\$67,596	\$69,623
10	\$62,633	\$64,355	\$67,656	\$69,685
11	\$62,688	\$64,412	\$67,717	\$69,748
12	\$64,057	\$65,819	\$69,238	\$71,315
13	\$64,112	\$65,875	\$69,299	\$71,378
14	\$64,167	\$65,932	\$69,360	\$71,441
15	\$65,464	\$67,264	\$70,802	\$72,926
16	\$65,518	\$67,320	\$70,861	\$72,988
17	\$65,573	\$67,376	\$70,922	\$73,051
18	\$65,628	\$67,433	\$70,984	\$73,114
19	\$65,682	\$67,488	\$71,044	\$73,176
20	\$67,019	\$68,862	\$72,530	\$74,705
21	\$67,073	\$68,918	\$72,590	\$74,767
22	\$67,128	\$68,974	\$72,651	\$74,830
23	\$67,182	\$69,030	\$72,710	\$74,892
24	\$67,237	\$69,086	\$72,772	\$74,955
25	\$67,292	\$69,143	\$72,833	\$75,018

* Beginning 1/1/2015, Captains receive a 5% differential above the base they would have received as a firefighter based on their years of service (reflected above).

APPENDIX C

Post-2010 YAUF^R Firefighters

	Wage Increase	2.75%	3%	3%
	2013	2014	2015	2016
Probationary	\$32,620	\$33,517	\$34,523	\$35,558
1	\$35,402	\$36,376	\$37,467	\$38,591
2	\$35,402	\$36,376	\$37,467	\$38,591
3	\$37,400	\$38,429	\$39,581	\$40,769
4	\$37,400	\$38,429	\$39,581	\$40,769
5	\$39,399	\$40,482	\$41,697	\$42,948
6	\$39,399	\$40,482	\$41,697	\$42,948
7	\$41,397	\$42,535	\$43,811	\$45,126
8	\$41,397	\$42,535	\$43,811	\$45,126
9	\$43,395	\$44,588	\$45,926	\$47,304
10	\$43,395	\$44,588	\$45,926	\$47,304
11	\$45,393	\$46,641	\$48,041	\$49,482
12	\$45,393	\$46,641	\$48,041	\$49,482
13	\$47,391	\$48,694	\$50,155	\$51,660
14	\$47,391	\$48,694	\$50,155	\$51,660
15	\$49,390	\$50,748	\$52,271	\$53,839
16	\$49,390	\$50,748	\$52,271	\$53,839
17	\$51,388	\$52,801	\$54,385	\$56,017
18	\$51,388	\$52,801	\$54,385	\$56,017
19	\$53,386	\$54,854	\$56,500	\$58,195
20	\$53,386	\$54,854	\$56,500	\$58,195
21	\$55,383	\$56,906	\$58,613	\$60,372
22	\$55,383	\$56,906	\$58,613	\$60,372
23	\$57,381	\$58,959	\$60,728	\$62,550
24	\$57,381	\$58,959	\$60,728	\$62,550
25	\$59,379	\$61,012	\$62,842	\$64,728

APPENDIX D

Post-2010 YAUFRC Captains

	Wage Increase	2.75%	3%	3%
	2013	2014	2015	2016
Probationary	\$34,370	\$35,315	\$36,249	\$37,336
1	\$37,152	\$38,174	\$39,340	\$40,521
2	\$37,152	\$38,174	\$39,340	\$40,521
3	\$39,150	\$40,227	\$41,560	\$42,807
4	\$39,150	\$40,227	\$41,560	\$42,807
5	\$41,149	\$42,281	\$43,782	\$45,095
6	\$41,149	\$42,281	\$43,782	\$45,095
7	\$43,147	\$44,334	\$46,002	\$47,382
8	\$43,147	\$44,334	\$46,002	\$47,382
9	\$45,145	\$46,386	\$48,222	\$49,669
10	\$45,145	\$46,386	\$48,222	\$49,669
11	\$47,143	\$48,439	\$50,443	\$51,956
12	\$47,143	\$48,439	\$50,443	\$51,956
13	\$49,141	\$50,492	\$52,663	\$54,243
14	\$49,141	\$50,492	\$52,663	\$54,243
15	\$51,140	\$52,546	\$54,885	\$56,531
16	\$51,140	\$52,546	\$54,885	\$56,531
17	\$53,138	\$54,599	\$57,104	\$58,818
18	\$53,138	\$54,599	\$57,104	\$58,818
19	\$55,136	\$56,652	\$59,325	\$61,105
20	\$55,136	\$56,652	\$59,325	\$61,105
21	\$57,133	\$58,704	\$61,544	\$63,391
22	\$57,133	\$58,704	\$61,544	\$63,391
23	\$59,131	\$60,757	\$63,764	\$65,678
24	\$59,131	\$60,757	\$63,764	\$65,678
25	\$61,129	\$62,810	\$65,984	\$67,964

* Beginning 1/1/2015, Captains receive a 5% differential above the base they would have received as a firefighter based on their years of service (reflected above).

APPENDIX E

Heart and Lung Act Procedure

a. A firefighter who incurs a temporary, service connected-disability and who receives benefits under the Pennsylvania Heart and Lung Act (HLA), 53 P.S. § 637, shall remit to the YAUFRR any workers' compensation wage loss benefits received (net of attorney fees approved by a judge pursuant to the Workers' Compensation Act) which are coincident with the receipt of HLA benefits.

b. All Heart and Lung disputes shall be first decided by the YAUFRR Commission pursuant to a local agency hearing before the Commission. Any and all decisions of the Commission shall be appealable to AAA arbitration by either party (the Union or YAUFRR). AAA shall provide a grievance arbitration list and the parties shall split any arbitrator's fees or costs. Each side shall be responsible for their own attorney's fees and costs.

c. Any firefighter who is claiming a temporary disability caused by a duty-related injury shall notify the Chief upon the firefighter's awareness of the occurrence of the duty-related injury or its disabling effect, by written report which shall include a description of the time, place and circumstances of the event leading to the injury, the circumstances of the injury and the identity of any witnesses or other individuals with whom the firefighter spoke with at the scene.

e. The firefighter shall notify the Chief of the injury verbally with as much detail as possible and file the written report by the end of the shift on which the injury is suffered or, if that is not possible, as soon as possible thereafter.

- If the firefighter is unable to make a verbal report of the injury by the end of the shift, the firefighter shall notify his immediate shift supervisor to do so.
- If the firefighter is unable to prepare a written report by the end of his shift, he may do so within 24 hours of the start of the shift on which the injury occurred

and detail why the report could not be filed sooner. If the firefighter is unable to file the written report within the 24 hour time period stated above, his immediate supervisor or the chief shall prepare a written report of the incident and/or the injury, illness or disease based upon his/her own investigation. The firefighter shall, as soon as possible, review that report and may revise and/or provide additional information and then sign the report.

f. Upon receipt of said Heart and Lung Act (“HLA”) claim notification, YAUFR shall have the right to require the firefighter to attend an independent medical examination and for the firefighter to authorize YAUFR’s receipt of medical reports and records relative to the condition or ailment giving rise to the HLA claim. Provided that the firefighter is receiving HLA benefits, YAUFR may require that the firefighter attend further independent medical examinations as reasonably arranged by YAUFR or its workers’ compensation insurer. The firefighter is entitled to a copy of any independent medical report at the same time as or a reasonable time after the report is provided to YAUFR or its workers’ compensation insurer.

g. If the firefighter’s initial claim for benefits under the HLA is denied, the firefighter shall have the right to file a written demand with YAUFR that a hearing be held pursuant to this Agreement. Within five (5) days of receipt of the order denying his Heart and Lung Act claim and/or requiring the firefighter to return to duty, said firefighter may issue a written demand to YAUFR that a Heart and Lung Act hearing be held in order to adjudicate the firefighter’s claim for benefits under the HLA.

h. Similarly, at any time subsequent to a firefighter receiving HLA benefits, YAUFR may demand a Heart and Lung Act hearing be held in order to determine whether an firefighter continues to be entitled to HLA benefits. In such case, HLA benefits shall continue pending the decision of the Commission.

i. The YAUFR Commission shall establish a date for the hearing to be held within thirty (30) days from the date of receipt of the Hearing demand.

j. The Commission shall require that the parties confer and submit a list of undisputed facts and any stipulation concerning the admissibility of evidence (including the deposition testimony of medical experts or simply the medical reports) prior to the date of the Hearing. The parties shall also exchange exhibits at least 4 calendar days prior to the hearing.

k. The parties may take depositions of any and all relevant witnesses pursuant to Agreement or by approval of the Commission.

l. Any and all requests for continuances shall be submitted in writing to the Commission; said request for continuances shall be granted only where good cause is shown, or where all parties agree to a continuance. The parties may only agree to extend the hearing date for a maximum of 21 days (cumulative). All other requests need the approval of the Commission and must be for good cause.

m. The Commission may issue subpoenas, although requests for said subpoena must be submitted no later than three (3) days prior to the date of the Hearing, with a copy of the subpoena request being served upon the opposing party. All Hearings shall be on the record and transcribed by a licensed court reporter within the Commonwealth of Pennsylvania.

n. At the hearing before the Commission, each party may be represented by counsel of its choosing. At such Hearing, both parties may offer an opening statement, present the direct examination of witnesses, cross examine opposing witnesses, offer evidence, and conclude with a closing statement.

o. Each party may submit to the Commission proposed findings of fact and conclusions of law, with a brief in support thereof, within ten (10) days after the receipt of notes of testimony.

p. The Commission shall be required to render a decision, in writing, within ten (10) days after the parties submit their proposed findings. Said decision must include the findings of the Commission and/or the reasons for said decision.

q. Any party, YAUFR or the Union, aggrieved by the decision of the Commission may demand arbitration of the dispute within fifteen (15) days of the Commission's decision. Should the arbitrator reverse or modify the decision of the Commission, the necessary adjustments shall be made to reflect the arbitrator's ruling (e.g., the firefighter shall be charged with use of sick time or use of other contractual time off if HLA benefits are denied in whole or in part as to the period of time in which the firefighter has been out of work; alternatively, if HLA benefits are granted, all sick time and other contractual time off utilized by the firefighter during the period of disability shall be restored).

r. Once a dispute is submitted to arbitration, the parties shall agree upon a neutral arbitrator within ten (10) days of the Notice of Appeal. If the parties fail to reach agreement upon the identity of the neutral arbitrator by that time, the matter shall be submitted to the American Arbitration Association for a grievance arbitrator list or as otherwise agreed to by the parties. It is the intent of the parties that the hearing before the arbitrator be completed within 60 days of the arbitrator's appointment and that the decision of the arbitrator be rendered within 30 days after briefs are filed with the arbitrator.

s. While the appeal to a neutral arbitrator is de novo, any notes of testimony prepared in the original hearing may be used as permitted by the Pennsylvania Rules of Evidence. Similarly, any depositions taken under the aegis of the hearing firefighter may be used as permitted by the Pennsylvania Rules of Evidence and/or the Pennsylvania Rules of Civil Procedure.

APPENDIX F

Employee Holiday Pay

Former Springettsbury Township Employees:

Hired Prior to February 29, 2004

New Year's Day	President's Day	Good Friday
Easter	Memorial Day	Fourth of July
Labor Day	General Election Day	Thanksgiving Day
Christmas Eve	Christmas Day	New Year's Eve
Employee's Birthday		

Hired After February 29, 2004

New Year's Day	Good Friday	Easter
Memorial Day	Fourth of July	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day
New Year's Eve	Employee's Birthday	

Former Spring Garden Township Employees and all YAUFRR Employees Hired After April 29, 2010.

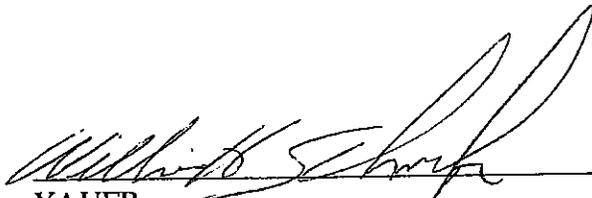
New Year's Day	Good Friday	Easter
Memorial Day	Fourth of July	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day
New Year's Eve	Employee's Birthday	

**SIDE AGREEMENT FOR CURRENT EMPLOYEES PREVIOUSLY EMPLOYED BY
SPRING GARDEN TOWNSHIP WHO HAVE ACHIEVED RETIREMENT AGE
UPON EXECUTION OF YAUFRR AGREEMENT**

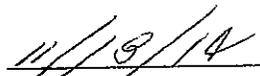
Upon execution of the YAUFRR contract the York Area United Fire & Rescue Commission ("YAUFRR") agrees that a current employee who was previously employed by Spring Garden Township will be offered the following Retirement Incentive provided they retire prior to December 31, 2014.

- 20% cash out of unused sick leave
- \$300.00 per month paid until age 65 to assist with post-retirement health care
- \$10,000 per year payment for three years (2015, 2016, 2017)

This Agreement shall only be effective if the YAUFRR contract is fully executed by the parties and will expire at the end of 2014.



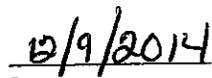
YAUFRR



Date



Local 2377 IAFF



Date