

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the matter of the Impasse Between : Fact Finder’s Report and Recommendation
: :
Teamsters Local 776 : PLRB Case No. PERA-F-19-145-E
And :
The City of York :

Before: Marc G. Tarlow, Esquire
Fact Finder

Appearances:

For the Union:
Irwin W. Aronson, Esq.

For the City of York:
G. Edward Schweikert, IV, Esq.

* * * * *

Background

This case involved a dispute between Teamsters Local 773 (Union) and the City of York (York) concerning various provisions of their new Collective Bargaining Agreement (CBA). The current CBA expired December 31, 2018 and the parties have been diligently seeking to negotiate a new CBA. Although some issues have been successfully resolved, others have resulted in Impasse. By Order dated July 16, 2019, the Pennsylvania Labor Relations Board appointed the undersigned as a Fact Finder pursuant to Section 802 of the Public Employe Relations Act, Act 195 of 1970.

A fact-finding hearing was held on August 9, 2019 at the office of the City. Both parties had the opportunity to present document evidence and testimony, and other written materials. Further, the record was held open at my suggestion for some additional information to be provided which has been considered in making this recommendation.

Factual Background

The Bargaining Unit consists of approximately 59 members. The Unit averages approximately \$45,172 in wages per year as of 2018 according to the submission of the City. The total wages for the City’s entire unionized work force is \$20,864,339.

The parties have worked diligently with the goal of reaching a settlement, but over six months past the expiration of the previous CBA it is clear that they have reached an impasse. Numerous language issues have been submitted to me, and as the parties are particularly careful draftsmen, the exact language proposed has been reproduced below. It is my impression that the key issue in this negotiation centers around a single economic issue: the City's desire to increase the Union's contribution to its health care plan. I recognize the underlying economic concerns of the parties. The City has financial strains, and the Union believes that its members are only able to shoulder so much of the financial burden.

The recommendations that follow were made by viewing the CBA as a whole, taking into account the concerns of both parties.

The Issues

The parties separately submitted issues to be determined. To the extent one or another issue has not been addressed it is my recommendation that the status quo remain.

1. Article 5 Hours of Work

1.1. Part 4:

1.1.1. The Union proposes amending the provision to read (amendments underlined): Employees who work more than two (2) hours ~~beyond~~ before or after their regular shift be granted a thirty-(30) minute paid meal period. An employee shall be permitted to leave the work premises during this meal period.

~~1.1.2.~~ The City proposes amending the provision to read: Employees ~~required to~~ who work more than two (2) hours beyond their regular shift be ~~given~~ granted a thirty-(30) minute paid meal period with pay. ~~An employee shall be permitted to leave the work premises during this meal period.~~

1.2. Part 10

1.2.1. The Union Proposes amending the provision to read: Once a vacant shift and corresponding days off at the Wastewater Treatment Plant becomes open the least senior employee or transferred employee will be moved to the vacant shift and corresponding day off after offering said shift and days off by seniority to the existing employees of the Wastewater Treatment Plant. Bidding for the open shift and days off will commence and be completed prior to transferring employee or new employee completing the probationary period. In the case of an existing employee transferring to ther WWTP from another department, he/she will have their seniority restored after completing their probationary period.

1.2.2. A City proposal was referenced at the hearing that proposed adding a provision to permit annual rebids, but specific language was not provided by the City.

2. Article 6 Seniority

2.1. The Union Proposes striking the second paragraph and adding:
The City will maintain two (2) seniority lists, one (1) for full-time employees and one (1) for part-time employees. A full-time employee may bump any full-time employee with less seniority or any part-time employee. A part-time employee may only bump another part-time employee with less seniority. All employees who have been laid off must be recalled before any new employees are hired to work in any existing or new bargaining unit classification. Laid off employees will be recalled in order of highest to lowest seniority, and all laid off full-time employees will be recalled prior to the recall of any part time laid off bargaining unit employee. Employees subject to lay-off will have the right to recall for an eighteen (18) month period from the first day of the layoff. In all cases of lay-off, the affected employee's bidding and bumping rights will be first based upon the affected employee's relative seniority position and second upon the employee's reasonable qualification for the job. A laid off employee may bump a less senior employee holding any bargaining unit job provided he/she is reasonably qualified to perform that job. The bump and roll process shall continue until the least senior employee is laid off. An employee who is recalled will be offered any vacant bargaining unit job he/she is reasonably qualified to perform provided the job has been posted for bid as prescribed in this Agreement. Denial of any bid or bump for any bargaining unit job is subject to the grievance procedure.

2.2 The City agrees to the proposal with the following sentences changed:

All employees who have been laid off must be recalled before any new employees are hired to work in ~~any existing or new bargaining unit classification~~ the same classification. ** In all cases of lay-off, the affected employee's bidding and bumping rights will be first based upon the affected employee's relative seniority position and second upon the employee's ~~reasonable~~ qualifications for the job. A laid off employee may bump a less senior employee holding any bargaining unit job provided that the City determines he/she is ~~reasonably~~ qualified to perform that job. The ~~bumping and roll~~ process shall continue until the least senior employee is laid off. An employee who is recalled will be offered any vacant bargaining unit job he/she is ~~reasonably~~ qualified to perform provided the job has been posted for bid as prescribed in this Agreement.

3. Article 7 Posting & Vacancies

3.1. Opening paragraph.

3.1.1. The Union Proposes:

When a vacant position with the bargaining unit is to be filled, the City ~~shall~~ will place an announcement or narrative posting of the vacancy on bulletin boards in designated locations; provided, however, the City maintains the exclusive right to determine if a vacancy exists, recognizing that if a vacancy is posted that posted will be deemed to be the City's determination that a vacancy exists. ***

3.1.2. The City Proposes:

When a vacant position within the bargaining unit is to be filled, the City shall place an announcement of the vacancy on bulletin boards in designated locations, provided

however, the City maintains the exclusive right to determine (1) if a vacancy exists; (2) whether to post that vacancy; and (3) whether to fill that vacancy after posting. The City has no duty to post any unfilled job classifications listed in the collective bargaining agreement. ***

3.2 Part 1

3.2.1 The Union Proposes:

1. Any eligible bargaining unit member may submit a bid with all supporting documents reasonably required by the City, ~~which shall be made available to bargaining unit members,~~ for the announced vacancy and shall submit an application on forms designated by the City, within a fourteen (14) calendar day period. ~~Failure by the applicant to submit the City designated application and supporting document shall automatically disqualify the member from further consideration. A member with active discipline, (suspension without pay) in his or her official personnel file shall be prohibited from bidding on any vacant position for purposes of this Article “active discipline shall be defined as fifteen (15) months from the date of issuance of the suspension without pay. A member must~~ have completed his or her initial probation period (new hire probationary period) to be eligible to submit a bid for a promotion or transfer.

3.2.2 The City opposes any change.

4. Article 10 Grievance Procedure

The City has suggested various deletions and edits of the provisions which are mostly editorial. The Union has also made certain proposals which are also viewed as primarily editorial. From the submissions some of the changes appear to have been agreed upon by the parties.

4.1 The Union Proposes:

DEFINITION & PURPOSE: The purpose of this section is to provide an orderly method for the settlement of a dispute between the parties ~~under~~ regarding the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such a dispute ~~shall be~~ is defined as a grievance under this agreement and must be presented within seven (7) working ~~ten (10)~~ days of the date that it occurred or within seven (7) working ~~ten (10)~~ days of the date the employee could reasonably be expected to have knowledge of the occurrence. Grievances ~~must~~ shall be processed in accordance with the following steps, time limits, and conditions herein set forth. If any employee believes that he or she has a ~~justifiable~~ grievance under the terms and conditions of this agreement, ~~said~~ the affected employee and a Union representative should first attempt to resolve the matter informally with the affected employee's immediate supervisor. Failure to so meet is ~~shall~~ not be a bar to proceeding with the grievance procedure.

Step 3. In the event the decision of the Director of the Department concerned does not satisfy the grievance, it may be appealed, within five (5) working days, to the Mayor or his designee who shall arrange to meet within five (5) working days with the employee, his Union representative, and witnesses to both sides of the dispute. The Mayor or his Designee has five (5) working days in which to reply to the grievance in writing. Should the City or the Union at any step of the grievance procedure require additional time to reply ~~within the stipulated time period~~, the party requiring the additional time must ~~shall~~ notify the other party, orally ~~verbally~~ or in writing, and such time limit shall be extended upon mutual agreement of the parties. ~~Employees shall have the right to present their own requests and grievances, except that in the case of grievances, or any resolution or adjustment of such grievances shall not be inconsistent with the terms of this agreement.~~ The Union will ~~shall~~ be given written notice of all grievances and will ~~shall~~ not be made retroactive more than twenty (20) days prior to the date the grievance was submitted in writing. Grievances not responded to by, or on behalf of, the grievant within the prescribed timelines will ~~shall~~ be considered dropped and will ~~shall~~ not be further appealed or filed as a new grievance. Grievances not responded to by the employer within the prescribed time limits will ~~shall~~ be considered decided in favor of the Grievant.

3.3 The City Proposes:

DEFINITION & PURPOSE: The purpose of this section is to provide an orderly method for the settlement of a dispute between the parties under 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 ~~ten (10)~~ seven (7) working days of the date it occurred or within ~~ten (10)~~ seven (7) working days of the date the employee could reasonably be expected to have knowledge of the occurrence.

No changes to the remainder of the Article

5. Articles 28-30

The parties are looking to amend the provisions related to Personal Leave (28), Vacation (29) and Holidays (30) in an integrated fashion. Both sides agree to strike Article 28 Personal Leave. It appears that some of the language changes are agreed upon and the Union is in their proposal responding at least in part to the City's proposal outlining changes to the City's proposed substituted language. In any case, their proposals are reproduced in the form presented to me.

5.1 The Union Proposes

Article 29 Vacation Leave

~~Vacation leave shall be used in increments of not less than one (1) hour.~~

Replace with the following language:

Paragraph 1: The initial period of vacation leave for any use of leave will ~~shall~~ be in an increment of no less than one (1) hour. The minimum increment for any additional vacation leave beyond the first hour will ~~shall~~ be fifteen (15) minutes.

Paragraph 2: Employees ~~will shall~~ notify their immediate supervisor at least two (2) hours in advance of the employee's start time to request use of unscheduled vacation leave if he or she will be late for work, or if unscheduled vacation leave is needed for ~~any some~~ other personal necessity; provided, however, the required two (2) hour notification is applicable if time allows. Should time not allow for the two (2) hours advance notice, the employee ~~will shall~~ notify his/her immediate supervisor as soon as possible. The City reserves the right to request proof of personal necessity from the employee when the City reasonably deems it necessary and appropriate.

Paragraph 3: The method and means of notification ~~shall will~~ be determined at the discretion of the affected employee's immediate supervisor. The established default methods and means of notification may include, but are not limited to, telephone call, text, voicemail, email, etc., and shall only change by advanced written notification to all employees within the affected department.

Vacation leave ~~shall will~~ not be granted to a new employee during his or her first 60 days of employment, provided however, subject to the scheduling provisions contained here, probationary employees ~~shall will~~ be entitled to use up to eight (8) hours of vacation leave during their probationary period.

Include the following change in language:

“Employees hired on or before December 31, 1987, may carry forward vacation from year to year with a maximum accumulation of two (2) years. ~~Employees hired on or after January 1, 1988 and December 31, 1996, shall be limited to fifteen (15) days of vacation carry over. Employees hired on or after January 1, 1988 1997 shall be limited to~~ one (1) year accumulation ~~five (5) days of vacation carry over.~~

Article 30. Remove and replace floating holidays with the appropriate same amount of vacation time.

Add: “An employee who is forced to work on any of the above holidays shall, in addition to the holiday pay, be paid at the rate of two times the applicable hourly rate (2.0) for each hour, or portion of an hour so worked.”

5.2 The City Proposes

Article 29 Vacation Leave

~~Vacation leave shall be used in increments of not less than one (1) hour. The initial period of vacation leave for any use of leave shall be in an increment of no less than one (1) hour.~~

The minimum increment for any additional leave beyond the first hour shall be fifteen (15) minutes.

Employees shall notify their immediate supervisor at least two (2) hours in advance of the employee's start time to request unscheduled vacation leave if he or she will be late for work, or unscheduled leave is needed for some other personal necessity; provided, however, if time allows. Should time not allow for the two (2) hours advance notice, the employee shall notify their immediate supervisor as soon as possible. The City reserves the right to request proof of personal necessity from the employee when the City deems it necessary and appropriate.

The method and means of notification shall be determined at the discretion of the employee's immediate supervisor. The established default method and means of notification may include phone call, text, voicemail, email, etc. and shall only be changed by advance written notification to all employees within the affected department.

Vacation leave shall be granted to a new employee during his first 60 working days of employment, provided however, subject to the scheduling provision contained herein, probationary employees shall be entitled to use up to eight (8) hours of vacation leave during their probationary period.

~~Employees hired on or before December 31, 1987, may carry forwarded vacation from year to year with a maximum accumulation of two (2) years. Employees hired between January 1, 1988 and December 31, 1997 shall be limited to fifteen (15) days of vacation carry over. Employees on or after January 1, 1997 shall be limited to five (5) days of vacation carry over.~~ Employees hired on or before December 31, 1987, may carry forward vacation from year to year with a maximum of two (2) years. Employees hired on or after January 1, 1988, shall be limited to one (1) year accumulation of vacation carryover.

Article 30.

~~Employees on the 1st Night clean up crew and Parking Bureau employees will be compensated at the rate of double time for hours worked on 1st Night.~~

~~THREE (3) FLOATING HOLIDAYS TO BE TAKEN AT THE DISCRETION OF THE EMPLOYEE~~

In the event of an emergency, as defined in the within agreement, an employee who is mandated to work on any of the above holidays shall, in addition to the holiday pay, be paid at the rate of double time for each hour worked.

~~There are three (3) Floating Holidays to be taken at an employees' discretion. Use of floating holidays must be requested and approved in advance. Approval shall not be~~

~~unreasonably withheld. Floating holidays not used during the calendar year will not be carried over into the following calendar year, unless the City, in order to maintain efficient operations, denies the use of scheduled Floating Holidays time off. In the event that the City denies the use of Floating Holidays off, the employee will be permitted to carryover only those affected Floating Holidays which then must be used within three (3) months of the end of the preceding year.~~

6. Article 31 Healthcare Benefits and life insurance:

Initially, it appears from the submissions that the parties and the testimony that changes to the retiree contributions have been agreed upon.

6.1 The Union Proposes:

Union Proposal April 8, 2019:

No changes to current plan design, except reduction of Urgent Care co-pay as proposed by the City's proposal dated September 24, 2018.

	Current 2018 Rate Share	2019 Increase by 20%	2020*	2021*
Single	\$81.49	\$97.78		
Ee/Spouse	\$132.50	\$159.00		
Parent/Child/ren	\$122.69	\$147.22		
Family	\$201.04	\$241.24		

For 2019, the employee premium share will be effective on or after the beginning of the month after the contract is ratified by all parties.

*For 2020 and 2021 employee contributions for health, vision and dental coverage shall be calculated by the same percentage as the increase or decrease of the City's actual net health care claims cost increase over the previous year in an amount not to exceed a maximum ten (10%) of the prior year bargaining unit employee premium share amount. No changes to current plan design, except reduction of Urgent Care co-pay as proposed by the City's proposal dated September 24, 2018.

6.2 The City Proposes

No changes to current plan design, except reduction of Urgent Care co-pay as proposed by the City's proposal dated September 24, 2018:

	2019	2020	2021
Single	\$85.64	\$100.87	\$118.08
Ee/Spouse	\$192.90	\$226.96	\$265.68

Parent/Child/ren	\$179.85	\$211.83	\$247.97
Family	\$248.36	\$292.52	\$342.44

7. Article 34 Overtime Pay

7.1 Union proposes no changes

7.2 The City Proposes

2. Time and one – half (1 1/2) shall be paid for all hours worked ~~in excess of the normal scheduled shift in a workday, or in excess of forty (40) hours in any work week.~~ A work week shall be defined as seven (7) consecutive calendar days, i.e. Sunday to Saturday.

4. ~~If time is lost during the regular workweek, due to illness, then overtime pay shall not prevail until 40 hours have been worked, or until the employee presents a doctor’s certificate for the time sick leave was used. Employees that utilize sick leave during the work week they work overtime, will be limited to three sick leave occurrences (commencing with the first occurrence) in a calendar year. After the third sick leave occurrence the employee will not be compensated at the overtime rate.~~

5. ~~Sick Leave with a doctor’s note, Vacation, Holiday, Personal time, or Personal Leave with pay shall be considered as time worked for the computation of overtime.~~

6. Overtime shall be divided or rotated as equally as possible within the Department Work Unit by classification according to overtime hour credits and among those who regularly perform such work. Classifications shall be defined by Job title as stated in Article 35, Rates of Pay. ...

8. If an employee is called to work outside his regular shift, he shall be paid three (3) hours at time and one-half of the employee’s regular hourly pay rate ~~provided with the following compensation, as applicable:~~

(a) ~~— If the task for which the employee was called in takes less than one (1) hour to perform, the employee shall be paid two (2) hours of pay at straight time rate plus one (1) hour of travel time at the straight time rate;~~

(b) ~~— If the task for which the employee was call in takes more than one (1) hour to perform, the employee shall be paid (4) hours of pay at straight time rate plus one (1) hour of travel time at the straight time rate, or the actual time worked at his overtime rate, whichever is greatest.~~

9. When a project may require more than the scheduled work day to allow for completion of the project, and when cessation of work would impair the City's efficiency and cause considerable added expense, all employees shall be required to complete the work ~~will work overtime~~ unless an employee has indicated at the beginning of the second (2nd) half of the shift that he has reason to be required to leave at the end of his regularly schedule shift.

21. Employees on the 1st Night clean-up crew and Parking Bureau employees will be compensated at the rate of double time for hours worked on 1st Night.

8. Article 35 Rates of Pay

8.1 The union proposes the follow pay increases

Pay Increases:	2019	2020	2021
	3.0%	2.5%	2.5%

8.2 The City proposes the following pay increases

Pay Increases:	2019	2020	2021
	2.50%	2.50%	2.75%

9. Article 36 Residency Requirement

9.1 The Union proposes it be removed.

9.2 The City proposes it remain unchanged.

10. Article 37 General Provisions

10.1 The Union Proposes

City Reservation of Rights:

B. The City will continue to schedule three (3) operators per shift at WWTP. However, should the scheduled complement of operators fall below three ~~due to scheduled or unscheduled leave usage by employees,~~ the Solids Handling Building and the processing of solids will cease and be shut down for the duration of such time there is less than three operators present. At no time will an operator of the WWTP be the sole employee on duty. ~~the City will not be obligated to backfill with overtime to have three operators on shift to accommodate for such leave usage.~~

10.2 The City Proposes

City Reservation of Rights:

B. The City will ~~continue to~~ schedule two (2) ~~three (3)~~ operators per shift at WWTP. However, should the scheduled complement of operators fall below three, due to scheduled or unscheduled leave usage by employees, City will not be obligated to backfill with overtime to have three operators on shift to accommodate for such leave usage.

Recommendations

1. Hours of Work

1.1 The parties are looking to clarify the language dealing with meals for employees who work more than 2 hours over an eight-hour shift. Essentially the Union looks to have the meal break provided if they are called in early or if they stay after their eight (8) hour shift. The City wishes to limit that to only members who stay after the shift.

Under the circumstances, I recommend adoption of the Union's language. A 10-hour shift whether begun early or late in the day remains a ten (10) plus hour day.

1.2 The Parties are seeking to clarify language concerning vacant shifts at the Wastewater Treatment Plant (WWTP). My notes do not indicate significant objection to the clarification from the City. Accordingly, I recommend including this language. In addition, the City also seeks (but did not provide language) according to the Union submission and as discussed by the parties at the hearing, that the shifts be rebid at the WWTP yearly. Under the circumstances, I recommend not including this language.

2. Article 6 Seniority

The essence of the issue is that the City is looking to limit recall to the same classification. The City's position is not as limited with regard to bumping, although it does seek to have language concerning its discretion to determine qualifications modified in its favor.

Limiting call recall (or even bumping) to a single classification I find is unduly restrictive for the entire unit. However, there was considerable discussion concerning the WWTP, and the increased training required for those positions, as opposed to the remaining classifications. Therefore, I recommend a modification to except out the WWTP Collection Operators and Plant Operators in the Union's proposal. (Changes made in red and underlined).

The City will maintain two (2) seniority lists, one (1) full-time employees and one (1) for part-time employees. A full-time employee may bump any full-time employee with less seniority or any part-time employee or any part-time employee. A part-time employee may only bump another part-time employee with less seniority. All employees who have been laid off must be recalled before any new employees are hired to work in any existing or new bargaining unit classification. Laid off employees will be recalled in order of highest to lowest seniority, and all laid off full-time employees will be recalled prior to the recall of any part time laid off bargaining unit employee. Employees subject to lay-off will have the right to recall for an

eighteen (18) month period from the first day of the layoff. In all cases of lay-off, the affected employee's bidding and bumping rights will be first based upon the affected employee's relative seniority position and second upon the employee's reasonable qualification for the job. A laid off employee may bump a less senior employee holding any bargaining unit job provided he/she is reasonably qualified to perform that job. The bump and roll process shall continue until the least senior employee is laid off. An employee who is recalled will be offered any vacant bargaining unit job he/she is reasonably qualified to perform provided the job has been posted for bid as prescribed in this Agreement. Provided that members recalled to the positions of WWTP Collection Operators or WWTP Plant Operators must have experience in WWTP operations either with the City or elsewhere. Denial of any bid or bump for any bargaining unit job is subject to the grievance procedure.

3. Article 7 Posting & Vacancies

3.1 The Union is seeking to require that the City be bound by the posting of any vacancy to fill the vacancy. The City opposes that provision. In that the City should be permitted to determine its staffing needs, I recommend that this proposal not be adopted, and the City's proposal be adopted.

3.2 The Union is seeking to remove a fifteen (15) month ban on transfers for employees who have been suspended without pay, arguing that the ban constitutes an additional punishment. The City opposes any change. I find that the fifteen (15) month ban is excessive but do recognize that transferring an employee whose job may be in jeopardy to a new position which may require some training may be a cause of concern for the City. I recommend that the definition of active discipline be shortened to six (6) months, thereby truncating the ban. I do not recommend the remainder of the Union's proposal.

4. Article 10 Grievance Procedure

The parties agree that the language of this provision should be clarified. Mostly it appears that the issues remaining have more to do with draftsmanship. I recommend that the Union language be adopted, although both parties have done an able job in draftsmanship.

5. Articles 28-30

The parties are proposing to amend the provisions related to Personal Leave (28), Vacation (29) and Holidays (30) in an integrated fashion. There appear to be several areas of disagreement.

5.1 In Article 30 the City removes double time pay for members working 1st Night (New Year's Eve) cleanup and parking from this provision but included the provision in the subsequent overtime provision. So, I am assuming that this is a drafting issue, not a disagreement and the provision remains.

The City is offering to amend double time for members working holidays in the event of an emergency. The Union is seeking double time for all time worked over a holiday. Presently, members working holidays receive 1½ times their wage rate. I recommend adoption of the City's proposal.

It does not appear that the City's proposal has significantly changed the terms of leave and holidays by the provision with respect to the ability to take leave in 15-minute increments after the first hour. In particular, the Union was concerned that the members retain the ability to take leave in 15-minute increments after the first hour. To that end I recommend that the Union language be adopted except as to the City's language relating to members working holidays in the event of an emergency. (Again, I expect that double time will remain as presently provided for 1st Night and the language will simply be moved).

6. Article 31 Health Care

The City has proposed set premium increases over the term of the CBA with the aim of reaching a larger contribution rate from the members. A rough calculation indicates that some contributions would double over the three-year term. This proposed increase is based in part upon information received from consultants who have indicated that the members should be paying a higher percentage of health care costs, and secondly as a result of extensive claims in the year prior within the bargaining unit. The City is self-insured, and calculates rates in tranches for each group, meaning that the Union's costs are calculated separately from other unions and employee groups. The Union has proposed a 20% increase beginning with the ratification of the CBA ostensibly to assist the City in recouping the unanticipated costs for the prior year. Thereafter, it proposes to revert to the method in place by which the costs are increased no more than 10% in a given year based upon the City's experience the prior year.

In reviewing these proposals, I believe that they should be considered in tandem with the wages of the members, and the proposed wage increases. The wage rates for the members should take and should have taken into account their overall level of compensation. The level of increases suggested by the City are very significant for this unit. The City has provided information indicating that the members would receive a small net increase if their health care and wage proposal be accepted. However, in the case of members covering families, that increase would be between \$1,900 and 1,447. To keep the calculation simple assuming that the employee earns the average wage of the unit, that would mean an increase between 3% and 4% over the life of the CBA. (In fact, many in this group earn less). I had seriously considered attempting to fashion a compromise but will not. First, making a rational compromise would require extensive information I do not have. Second, under the circumstances I believe the Union has offered a reasonable compromise. The 20% upfront increase suggested by the Union as well as potential increases in succeeding years will result in a significant increase in the health care costs for these members with the potential of a net increase above 40% depending upon the City's medical costs.

In conclusion, I recommend the Union's proposal on this issue with the increases to take effect upon ratification of the CBA.

7. Article 34 Overtime Pay

The Union seeks to have the provision remain in its present form. The City is seeking to edit the language and eliminate sick time being counted towards overtime and to eliminate it for time worked past the normal shift. The City provided information at my request after the hearing

which claims that overtime payments for time worked past a shift is not insubstantial, although the Union disputes some of those conclusions. For purposes of this analysis we will assume that the costs are not insubstantial.

Considering the increases in health care being sought by the City, and the level of increases possible under even the Union's proposal (which I have recommended) a complete revamping of Overtime Pay is not recommended. In particular, I recommend that the language providing for overtime payment when an employee works past a scheduled shift be retained. Conversely, I do recommend deletion of the language providing for overtime in Parts 4 and 5 where the employee has lost time due to illness, holiday or vacation and without that time being worked would not have worked 40 hours in a week.

Finally, I expect as noted above that the 1st Night overtime provision will remain as presently drafted, albeit moved to this Article.

8. Article 35 Rates of Pay

The proposals from the City and the Union are close. The Union's is a bit more front loaded, which while unstated, I deduce was to deal with the increase in health care coverage that seems likely based upon the proposals of the parties. In that over eight (8) months have passed from the expiration of the last CBA, with a pay increase being retroactive, the Union which would in effect have some forced saving would be in a better position to deal with the increased health care costs. Therefore, I recommend adoption of the City's proposal, or

- 2019: 2.5%
- 2020: 2.5%
- 2021: 2.75%

A job by job hourly wage rate for the years of the CBA are attached.

9. Residency Requirement

The Union has requested deletion of this provision. The City wishes to retain the provision. In the course of the hearing it was determined that other bargaining units in the City have waivers of residency after specific periods of continuous employment.

I see no reason why this bargaining unit should be without some sort of waiver. In fact, at one point a waiver was offered by the City in the course of negotiations. Therefore, I recommend the following option be adopted:

All persons who shall become employed by the City on or after January 1, 2001, shall have their primary domicile within a ten (10) map miles radius of York City Hall, 101 South George Street, York PA, provided that s/he has previously resided within the City of York City limits for a period of at last (10) years from the last date of hire.

10. Article 37 General Provisions

The Union has argued that three operators per shift be maintained at the WWTP. The City is asking that staffing requirements be reduced or eliminated for that site. Presently a minimum of three operators must be present.

At the hearing there was discussion of the need for three operators when the WWTP was processing solids, and it was my sense from the discussion that the site could safely operate with two members present when it was not processing solids. Based upon that testimony I recommend that the partial removal of restrictions suggested by the Union be adopted.

Conclusion

Having addressed the key issues raised, I believe that a reasonable resolution of the impasse would include the above recommendations. Any matters not addressed are recommended to remain in status quo or as agreed upon by the parties in the course of their negotiations.

	2019	2020	2021
	2.50%	2.50%	
2.75%			
Classification			
Janitor (pt)	\$12.66	\$12.98	\$13.33
Custodian	\$18.29	\$18.74	\$19.26
Laborer	\$20.73	\$21.24	\$21.83
Rec. Maint. Wkr.	\$20.73	\$21.24	\$21.83
Envir. Wkr.	\$20.73	\$21.24	\$21.83
Health Tech/Inter.	\$20.73	\$21.24	\$21.83
Downtown Maint.	\$20.73	\$21.24	\$21.83
Parking Meter Service Person	\$20.73	\$21.24	\$21.83
Storekeeper	\$20.73	\$21.24	\$21.83
Tree Climber	\$20.94	\$21.46	\$22.05
Building Maint. Worker I	\$21.04	\$21.57	\$22.16
Concrete Worker I	\$21.04	\$21.57	\$22.16
Painter I	\$21.04	\$21.57	\$22.16
Equipment Oper. I	\$21.23	\$21.76	\$22.36
Parks Maint. Equipment Operator I	\$21.23	\$21.76	\$22.36
Automotive Train.	\$21.23	\$21.76	\$22.36
Wastewater Coll. Operator I	\$21.64	\$22.18	\$22.79
Building Maint. Worker II	\$21.77	\$22.32	\$22.93
Painter II	\$21.77	\$22.32	\$22.93
Concrete Worker II	\$21.77	\$22.32	\$22.93
Asst. Filter Dryer Operator	\$21.77	\$22.32	\$22.93
Wastewater Plant Operator I	\$21.77	\$22.32	\$22.93
Wastewater Plant Mechanic I	\$21.77	\$22.32	\$22.93
Parks Utility Tech.	\$22.03	\$22.58	\$23.20
Equipment Oper II	\$22.03	\$22.58	\$23.20
Labor Crew Leader	\$22.29	\$22.85	\$23.48
Automotive Mechanic I	\$22.99	\$23.57	\$24.21
Wastewater Plant Maint. Mechanic II	\$23.11	\$23.69	\$24.34
Parking Bureau Maint. Mechanic	\$23.11	\$23.69	\$24.34
Wastewater Coll. Operator II	\$23.46	\$24.05	\$24.71
Concrete Crew Leader	\$23.46	\$24.05	\$24.71
Equip. Oper. III	\$23.46	\$24.05	\$24.71
Wastewater Plant Operator II	\$23.46	\$24.05	\$24.71
Filter Dryer Operator	\$23.46	\$24.05	\$24.71
Oxygen Plant Operator	\$23.46	\$24.05	\$24.71
Automotive Mechanic II	\$23.46	\$24.05	\$24.71
Forester Crew Leader	\$23.46	\$24.05	\$24.71

Construction Crew Leader	\$23.46	\$24.05	\$24.71
Wastewater Plant Maint. Crew Leader	\$23.46	\$24.05	\$24.71
Parking Bureau Maint. Crew Leader	\$23.46	\$24.05	\$24.71
Building Maint. Crew Leader	\$23.97	\$24.57	\$25.25
Wastewater Plant Maint. Crew Leader	\$23.46	\$24.05	\$24.71
Parking Bureau Maint. Crew Leader	\$23.46	\$24.05	\$24.71
Building Maint. Crew Leader	\$23.97	\$24.57	\$25.25