

## AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **LOWER MAKEFIELD TOWNSHIP**, County of Bucks, Commonwealth of Pennsylvania, hereinafter referred to as “Township” and the **INDEPENDENT ASSOCIATION OF LOWER MAKEFIELD TOWNSHIP PUBLIC WORKS EMPLOYEES**, of Yardley, Pennsylvania, hereinafter referred to as “Association.”

## PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Township and the Association which represents permanent full-time hourly paid public works employees, permanent full-time hourly paid sewer maintenance employees and permanent full-time hourly paid Park & Recreation employees of the Township, as well as regular part-time employees to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operations of the Township business and to set forth the full agreement between the parties concerning wages, pay and work conditions. This Agreement does not cover temporary or non-regular part-time employees.

## RECOGNITION

The Township recognizes the Association as the sole representative for collective bargaining purposes for all full-time employees and regular part-time employees, as defined hereafter, in the bargaining unit. The Association shall also represent all full-time and regular part-time probationary employees.

## MANAGEMENT RIGHTS

The Township shall have the right to efficiently enact rules and regulations to manage the work force, to determine the size of the work force, the assignment or transfer of work scheduling of operations, determination of job content and the right to require employees to work a reasonable amount of overtime. The parties recognize that the welfare of the Association and the employees alike is best served if the Township retains those rights which are essential to the economic well-being of the Township.

The Township agrees, however, that notwithstanding the contents of this paragraph concerning Management Rights, that the Township will not eliminate or lay-off any full-time employees while at the same time retaining long-term part-time employees. For the purpose of this Agreement, long-term part-time employees shall be defined as part-time employees working in excess of fifty (50%) percent of the number of work days in any calendar. The Township acknowledges its responsibility to be an equal opportunity employer.

#### **MAINTENANCE OF MEMBERSHIP**

Each employee, on the effective date of this Agreement who is a member of the Association and each employee who becomes a member after that date, shall maintain membership in the Association provided that such employees may resign from the Association in accordance with the Association's By-Laws.

#### **SHOP STEWARD**

The Association shall appoint a steward to review written complaints of any employee as to alleged violations of the terms of this Agreement and to attempt to secure adjustments with the Township. A copy of the written complaint will be sent to the Township Manager within two working days. The steward of the Association may interview such employees or employees during business hours after securing permission of the Township Manager or his designee. Under no circumstances shall the steward be discriminated against.

No employee or Association official shall be entitled to engage in Association activity during the work day without prior authorization by the Township Manager.

#### **DISCIPLINE**

The Township has the right to maintain discipline and efficiency and may discharge, suspend or otherwise discipline any employee for just cause.

Except in the event of physical violence, criminal conduct or gross misconduct, the Township shall give the employee involved and the Union representative at least 24 hours' notice prior to the effective date of any suspension, demotion or discharge.

Nothing in the foregoing shall prevent the Township from immediately suspending an employee with pay from the premises or assignment pending final disposition of the case.

All employees shall be permitted to review their personnel files at least twice a year. Any adverse written entries in the personnel files should be given to the employee, who shall sign a copy acknowledging receipt of the copy. Notice of such adverse written entry will be given to the local union representative.

## **GRIEVANCE AND ARBITRATION PROCEDURES**

### **INTENT AND PURPOSE**

It is the intent of this procedure to settle grievances fairly and quickly. This is possible only when all parties to the grievance attempt to understand each other's interests. Persons responsible for answering grievances at each stage are expected to know Township rules and policies and to know their own authority and use it to its full extent in answering grievances. If there is good reason, and if agreed to by all parties, the time limits specified in the procedure may be extended in order to allow a satisfactory solution to be reached. The higher steps of the procedure are intended for cases where there is a dispute over the meaning of a policy; situations that are not covered by Township policy, or cases where following a policy would result in situations that are obviously unfair or unintended.

Neither the Township nor an employee shall enter into an agreement to resolve a grievance that shall violate the terms of this Agreement.

### **DEFINITION OF A GRIEVANCE**

For employees covered by a collective bargaining unit, a grievance shall be defined as a dispute involving discipline or the interpretation or application of any specific provision of the Agreement. An individual or the Union representative may assert the grievance.

## **PROCEDURAL STEPS**

### **Level One - Department Head**

The Union representative shall present his grievance in writing, no later than twenty (20) working days after the employee knew or should have known of the event leading to the grievance, to the designated department head. The grievance shall state the problem and specify the section of the Agreement, if any, violated and shall set forth the remedy requested.

The department head will respond, in a face to face dialogue with the grievant, within ten (10) working days. If the grievance is not resolved at the informal level, the department head will respond in writing to the Union representative within an additional ten (10) working days from the initial face to face meeting. Copies of the grievance and response shall be given to the Township Manager for informational purposes.

### **Level Two – Township Manager**

In the event no decision is rendered within ten (10) working days, or an unsatisfactory decision is rendered, the grieving party may forward the facts of the grievance in writing to the Township Manager within ten (10) additional working days. The Township Manager will meet with the appropriate Union Representative to discuss the facts giving rise to the grievance in an attempt to find a resolution, such meeting shall be held at the mutual agreement of the parties. No later than ten (10) days after such meeting, the Township Manager shall give a written response to the grievance. If a formal grievance reaches Level Two, the Board of Supervisors will be notified. All discharge grievances will be processed and beginning at Level 2. The time requirements for presenting a discharge grievance shall be as set forth in Level 1 above.

### **Level Three - Board of Supervisors**

In the event no satisfaction is received at Level Two, the grieving party may present the grievance in writing to the Board of Supervisors within fifteen (15) working days of receipt of the Township Manager's answer. The Board of Supervisors shall answer the grievance within fourteen (14) working days of submission or two (2) days after their next scheduled meeting, whichever is later.

### **Level Four - Arbitration**

In the event the Union does not accept the answer of the Board of Supervisors, it may, within thirty (30) calendar days of receipt of the Answer, submit the grievance to binding arbitration. The parties shall have ten (10) working days to agree upon a neutral arbitrator.

If no agreement is reached, the Union may submit the case to the American Arbitration Association for arbitration under the voluntary rules of labor arbitration. The arbitrator shall have no authority to add, modify, or alter the terms of this Agreement

### **ARBITRATION EXPENSES**

The expenses of any arbitration shall be borne equally by the Township and the Union. Each side shall bear its own expenses regarding the presentation of its case. Employees shall not be compensated for time spent in preparation for or attendance at an arbitration meeting.

### **REPRESENTATION AT HEARINGS**

The Union representative will be present at all steps of the grievance procedure. If the Union representative is involved in a grievance, the Union representative shall be involved in all settlement negotiations.

### **SENIORITY**

In recognition of the responsibility of the Township for the efficient operation of governmental services, it is understood and agreed that in all cases of promotion, decrease in forces, vacations, holidays, recalls, or allocation of overtime the factors listed below shall be considered; however, only where factors a, b, c and d are relatively equal, shall length of continuous service be the determining factor:

- (a) Ability to perform
- (b) Performance rating
- (c) Promotional examinations
- (d) Physical fitness

### Continuous Service

Up-to-date seniority lists shall be maintained by the Township. An employee shall lose his/her seniority only if:

- (a) He/she voluntarily leaves the employ of the Township.
- (b) Having been laid off for lack of work, he/she fails to report to the Township for work.
- (c) Within three (3) calendar days after receiving written recall from the Township.
- (d) He/she is discharged for just and sufficient cause. Time lost because of sickness, injury, service in the military forces of the United States, shall not affect the hiring dates of employees so absent.

In the event of an emergency and where a temporary shortage exists in the department, employee shall be interchanged for the period of such emergency without affecting their seniority.

### REGULAR PART-TIME EMPLOYEES

Regular part-time employees shall be regular part-time employees who are not seasonal employees. Seasonal employees shall mean part-time employees working between April 1 and September 30 for each year who shall not be represented by the Association. Regular part-time employees shall, however, include part-time employees that work prior to April 1 and subsequent to September 30 of each calendar year.

### JOB OPENING

The Township will notify the Shop Steward of layoffs and/or the Need for a new hire at least five (5) days in advance. This section in no way creates a hiring hall.

- (a) Any vacancy that exists which is not filled by a recall from lay-off shall be posted as promotional opportunity for a minimum of ten (10) working days, so current employees may apply. A copy of such notice shall be posted at mutually agreed upon locations.
- (b) Upon the expiration the expiration date of the posting, no additional employees may apply.

(c) The employer shall consider all applicants. Should the employer determine to hire from the list of employee applicants, and the applicants are equal, in the sole opinion of the employer, the employer shall hire the employee with the most seniority.

(d) Should the employer determine, in its sole discretion, that the employee applicants are not suitable for the position, the employer may hire from any source.

### **PROBATIONARY PERIOD**

Each newly hired employee shall be considered as a probationary employee for the first one hundred eighty (180) calendar days, after which period his or her seniority shall date back to the date of hire.

The Township reserves the right to extend the probationary period for up to a maximum of an additional ninety (90) calendar days upon prior notice to the Union. Probationary employees shall be entitled to benefits provided in this Agreement, including insurance benefits which will be provided in accordance with the eligibility terms of the applicable policy and two (2) personal days which shall be prorated as of the date of hire, until the first day of the month following completion of the probationary period. During the probationary period, employees may be terminated without recourse to the Grievance and Arbitration Procedure.

### **JOB CLASSIFICATIONS**

Following the Probationary Period, all permanent full-time employees will be placed into a job category. For full-time public works employees those categories include Laborer, Operator 1, Operator 2, Operator 3, Mechanic, and Sewer Operator. There is also an Operator 4 category with that employee chosen by the Director of Public Works with a minimum of an Operator 3 skill set. The mechanic category includes both the Lead Mechanic and the Assistant Mechanic. The Lead Mechanic and Assistant Mechanic is selected by the Public Works Director. The Sewer Operator is also selected by the Public Works Director. These positions are outlined in Exhibit A.

The categories for full time Recreation Employees include Laborer, Operator 1, and Operator 2. There is also an Operator 3 category which is selected by the Director of Recreation.

In both departments the pay and skill requirements differ with each category.

### **Public Works**

An employee, in the Public Works Department, can move from Laborer, Operator 1, Operator 2 and Operator 3. The base level position is Laborer, followed by Operator 1, Operator 2, and then Operator 3. The highest level an employee can reach in Public Works, through training and certifications, is Operator 3.

The categories of Operator 4, Mechanic, and Sewer Operator also have qualification requirements, but an employee does not automatically qualify for those positions or respective pay rates, but must be appointed when there is a need, as determined and selected by the Public Works Director.

### **Process to achieve promotion between categories for full time public works employees (from Laborer to Operator 3)**

A Laborer can be elevated to Operator 1, by achieving all four (4) descriptions outlined in Exhibit A.

An Operator 1 can be elevated to Operator 2 by achieving 9 of the 12 items outlined in Exhibit A.

An Operator 2 can be elevated to Operator 3 by accomplishing two tasks:

1. Achieving 10 of the 12 items listed in their current Operator 2 category
2. Achieving 7 of the 9 items listed under Operator 3 category.

### **Recreation**

An employee, in the Recreation Department, can move from Laborer, Operator 1, and Operator 2. The base level position is laborer, followed by Operator 1, and then Operator 2. The highest level an employee can reach in the Department of Recreation, through training and certifications, is Operator 2.



The category of Operator 3 also has qualification requirements, but an employee does not automatically qualify for those positions or respective pay rates, but must be appointed when there is a need, as determined and selected by the Recreation Director.

Process to achieve promotion between categories for full time Recreation employees (from Laborer to Operator 2)

A laborer can be elevated to Operator 1, but achieving all four (4) descriptions outlined in Exhibit A.

An Operator 1 can be elevated to Operator 2 by achieving 8 of the 10 items outlined in Exhibit A.

The Township will work to provide training opportunities both on site and at appropriate areas around the region. All training costs will be covered by the Township, but the Township, but the Township has the authority to approve or deny training opportunities.

Verification that the requirements have been met are also subject to final approval by the Township. Certification by training agencies, approved by the Township in advance, will be utilized as verification. Machine and equipment proficiency will be approved by either the appropriate director of the Public Works and Recreation Departments.

**WAGES**

The Township reserves the right to establish new positions or combine or eliminate positions based upon the needs of the community and prevailing economic conditions.

The Township agrees to notify the Association in writing and meet with the Association prior to combining or eliminating positions.

If an employee is promoted to a higher job classification, he/she shall be paid at the step in the higher classification, unless no step in the higher classification provides such an increase.

In that case, the employee shall be paid the max maximum rate of pay for the higher position based on years of employee service.

The employees shall be paid at an hourly rate in accordance with the following schedules and detailed in Exhibit B:

- January 1, 2020 – December 31, 2020 – 3.0% increase
- January 1, 2021 – December 31, 2021 – 3.0% increase
- January 1, 2022 – December 31, 2022 – 3.0% increase
- January 1, 2023 – December 31, 2023 – 3.0% increase

Regular part-time employees, subject to the terms and conditions of this Agreement, shall receive the following wages for 2020. Each job classification will receive 3% annual raises in 2021, 2022, and 2023.

Laborer	\$14.13 per hour
Non CDL Snow Plow Driver	\$21.71 per hour
CDL Snow/Leaf Removal Truck Driver	\$25.52 per hour

Regular part-time employees covered by the terms and conditions of this Agreement shall be entitled to holiday pay and vacation pay, and accumulation of sick time at the rate of one (1) day per month to a maximum of 12 days.

**CERTIFICATION BONUS PAY**

The Township will provide a certification bonus and upon the completion of any follow up certifications (to maintain that certification) for the following items: (Outlined in Exhibit A)

**Public Works**

Pesticide License - \$250

Traffic Signal Technician Level 1 - \$250

State Inspection License (only for Mechanic category) - \$250

**Recreation Department**

Pesticide License - \$250

Pool Operator - \$500

**LONGEVITY**

Employees will receive one longevity payment in a calendar year according to the following schedule. The payment will be made in one lump sum in the first regular pay in December of each year and be based on the Employee's base pay for that year.

As an employee can change job classifications, as they meet qualification requirements, the longevity calculation will be based upon an employee's standing as of November 1<sup>st</sup> of each year. The base pay of that position that they currently occupy will be the basis of the calculation.

Completing 5 to 9 years of permanent, full-time service	2.75% as noted above
Completing 10 to 14 years of permanent, full-time service	3.15% as noted above
Completing 10 to 19 years of permanent, full-time service	3.5% as noted above
Completing 20 and thereafter years of permanent, full-time service	3.75% as noted above

## HOURS-OVERTIME

This article is intended to provide a basis for calculating overtime and to guarantee a forty (40) hours work week, but not a guaranteed number of work weeks per year, and to that end, a list will be created reflecting names of all the full-time employees subject to the terms and conditions of this Agreement and overtime will be assigned based upon the list so that if an employee is granted overtime and an overtime situation occurs thereafter then overtime will be afforded to the next qualified person on the list who shall then have the option to accept overtime but if said person shall decline to work the overtime, then the Township's authorized representative shall proceed to the next name on the list.

Forty (40) work hours shall constitute the normal work week. Eight (8) work hours shall constitute the normal work day.

### Overtime Safety

The Township and the Association will jointly establish a list of jobs which may be performed by an employee during an overtime status which will require the presence of two employees in order for the job to be undertaken during overtime hours. The list shall specify the project, the nature of the work to be performed, and the necessity of having two employees present which said list, when accepted by the Association and the Township, shall become a part of the Agreement.

### Overtime Work

The Township shall make every reasonable effort to distribute overtime equitably among qualified employees, regardless of classification, in occupations in which overtime occurs. All overtime work shall be assigned by the Public Works Superintendent and/or the Sewer Director and/or Director of Parks and Recreation depending upon the nature of the work to be assigned. When an employee is requested to work overtime because of an emergency, the employee must work the overtime or be subject to disciplinary action.

### Overtime Pay

All employees shall be paid at time and one-half for all work in excess of their eight (8) hour shift within the work day. The work week will be from 12:01 AM. Monday and end 11:59 P.M. Sunday.

Employees working a sixth day in a normal work week shall receive time and one-half pay for hours worked, provided that the employee has worked forty (40) hours during the same week (example, forty (40) hours work being the employee's normal work week of Monday through Friday). Employees working a seventh day in a normal work week shall receive double time pay for hours worked, provided that the employee has worked forty (40) hours and the sixth day during the same week (example, forty (40) hours work being the employee's normal work week of Monday through Friday). If the employee's normal work week includes Saturday and Sunday, the employee is not entitled to overtime pay for Saturday and Sunday.

If the Township orders an employee to work on a Saturday and if Saturday is not a normally scheduled working day for the employee, the employee will be paid t the rate of time and one-half even though the employee may not have accumulated forty (40) working hours during his/her normal work week.

If an employee shall be called into work, he/she shall be guaranteed two (2) hours pay at the applicable rate.

Employees who are called in or held over for overtime work, shall not be sent home by the Township when their normal work day begins, for the purpose of avoiding the payment of overtime. An employee, however, that works in an overtime status prior to the commencement of his normal work day, may, with the concurrence of the public works superintendent and/or sewer director, and/or his designee may be released from work with the Township, at his or her request ad if said employee does leave the employment of the Township with the concurrence of the public works superintendent and/or sewer director, and/or his designee, then the employee shall be entitled to be paid overtime only for the hours worked in excess of eight (8) in any one day or in excess of forty (40) in any one week.

Sick leave shall not be considered as days worked.

#### **SEWER OPERATOR ON CALL PAY**

The Township will provide a \$100 weekend on call rate (this amount is not per day, but for both Saturday and Sunday). On those weekends that have a paid holiday on a Friday or

Monday, the amount will be increased to \$150. In the event the employee does not show up for a weekend situation then they will not be paid the full-on call amount for that weekend or extended weekend when there is a holiday on a Friday or Monday. They will only receive a prorated amount for that weekend (If they did not show up for a call on a Saturday (in a non-holiday weekend), they would then only receive the Sunday prorated amount of \$50)

### RECREATION SHIFT

This contract will establish a separate shift in the Department of Recreation that will start at 9 A.M. and end at 5 P.M. for one employee moving forward

If multiple employees are interested in this shift, then it would be awarded to the employee with the most seniority. The only person excluded from this consideration would be the Park Maintenance Leader

The assignment of this shift would be set annually every year, no later than November 30<sup>th</sup> for the following year.

### VACATIONS

Each employee will be entitled to ten (10) working days' vacation after one-year service. Fifteen (15) working days vacation after five (5) years service. Twenty (20) working days vacation after the (10) years service. Twenty-five (25) working days vacation after eighteen (18) years service. Earned vacation days shall be calculated and used on the basis of an employee's full-time date of employment. Vacation time earned must be used during the subsequent twelve month calendar period or the employee will lose the balance of the unused vacation days.

An employee may, however, accumulate vacation time beyond one year period with the written permission of the Township Manager.

Vacation schedules shall be determined by each department head in accordance with departmental requirements. Seniority will be governed in the choice of vacation dates. The Township reserves the right to limit the number of employees on vacation at any one time.

Since the purpose of a vacation is to give an employee an opportunity to rest and to relax, no additional salary will be paid in lieu of a vacation unless mutually agreed to by both parties that the employee may work during a vacation period.

Upon death, retirement, or termination, an employee will receive his accumulated unused vacation time

**HOLIDAYS**

The following holidays shall be observed by all employees:

- |                  |                                |
|------------------|--------------------------------|
| New Year's Day   | Columbus Day                   |
| President's Day  | Veterans Day                   |
| Good Friday      | Thanksgiving                   |
| Memorial Day     | The Day after Thanksgiving Day |
| Christmas Day    | Christmas Eve (1/2 day)        |
| Independence Day | Personal days (see below)      |
| Labor Day        |                                |

In the event an employee is called in to work on Easter Sunday and Easter Sunday is not a normal scheduled work day for the employee, the employee will be paid at triple time for hours worked.

In addition, each employee is entitled to two personal days per year. Personal days shall be scheduled when mutually agreed upon by the employee and the department head in accordance with department work schedules and requirements, but shall be taken by the employee within thirteen calendar months from the beginning of the year in which it was granted.

Employees shall not be paid for holidays unless they work the last day prior to the holiday and the first work day after the holiday. The Township has the exclusive right to waive this requirement on a case by case basis. Employees who are on vacation when a holiday falls shall be paid their regular wages for the holiday in addition to the vacation pay to which the employee is entitled, provided the employee works the scheduled day before and immediately

after his/her vacation. In lieu of the holiday pay an employee may take an additional day off from work if mutually agreed to by the Township and the employee. An employee may take an earned vacation day either before or after a holiday and be paid for the holiday, provided the employee works the day before and the day after the vacation day. Failure to report to work, in the absence of a written letter from a physician licensed to practice in the Commonwealth of Pennsylvania or the State of New Jersey, as stated herein, for any reason will result in the loss of holiday pay. If the employee secures the physician's certificate that he/she is unable to work, because of illness, injury, or the like, then the loss of holiday pay will not occur. All employees will be paid at their regular rate of pay for a normally scheduled work day of each of the above holidays plus their holiday pay. Employees will be paid at double time rate in addition to the holiday pay when an employee is called into work on an emergency basis on a day being observed by the Township as a holiday.

When a holiday falls on a Saturday, it will be observed on the preceding Friday; when it falls on a Sunday, it will be observed on the following Monday.

### HEALTHCARE

1. Subject to the terms and conditions of the various policies and/or plans, the Township shall provide employee and their eligible dependents with hospitalization, major medical, dental and prescription drug coverage. The Township reserves the right to change any insurance carriers or carrier or become self-insured in full or in part at any time or times.

2. Effective January 1, 2020, the Township will provide \$1,500 maximum per participant to cover dental expenses and shall remain in full force and effect for the duration of the Agreement. The plan is currently provided by Health Now and any change will require that \$1,500 per participant amount to be carried forward.

3. Effective January 1, 2015 employees shall be responsible for co-pays of \$10, \$20, and \$30 but there shall be no costs for ninety-day mail order.



4. The Township shall provide the Independence Blue Cross HDHP Plus 5B Health Care Plan, or similar, which is described in the attached Exhibit C incorporated by reference. The cost of providing this HDHP Plus 5B Health Care Plan (what has been the plan provided over the course of previous contract) or similar shall be borne by the Township, except as is noted at the bottom of the section. The Township reserves the right to change to another hospitalization plan should IBC no longer provide that produce line to the Township. The Township reserves the right to use a High Deductible plan to provide the PC 10/20/70 or other coverage. Effective 1/1/2010, the Township shall have the right to raise the out of network co-pays to \$500/\$1,500.

5. Beginning with the first pay of July 2020 (scheduled for July 10, 2020) employees in this plan (or equivalent in the future) shall provide premium contributions that will be deducted directly out of the employees pay checks, for the duration of the contract as follows:

Single Coverage	\$5 per pay
Parent-Child Coverage	\$10 per pay
Husband-Wife Coverage	\$10 per pay
Parent-Children Coverage	\$15 per pay
Family Coverage	\$20 per pay —

6. The Township reserves the right to switch to a formulary drug program with similar co-pays.

**Hires after January 1, 2020**

All employees hired after January 1, 2020 will be enrolled in the Township new High Deductible Personal Choice Independence Blue Cross Plan with the attached Exhibit D incorporated by reference and be provided with a corresponding Health Savings Account provided to each member who enrolls.

Employees hired before January 1, 2020 will be under no obligation to enroll in this plan but can if they so choose.

There are no premium contributions as part of this plan

Under this plan the deductible is as follows:

Single deductible - \$3,000

Multiple person - \$6,000 (all coverages beyond single up to and including family coverage)

This expense (deductible) will be offset by the Township funding that deductible every year. All monies deposited will be owned and maintained by the employee, which can be taken with them upon retirement, termination or resignation.

As this is a true high deductible plan there are no copays until the deductible has been satisfied.

The Township will deposit the following amounts to each employee in their own Health Savings Account. Employees would be permitted to use that money for all allowable medical expenses, including dental and vision.

	Single	Multiple person
Year 1 and Year 2*	\$3,500	\$6,500
Every year after		
During contract	\$3,000	\$6,000

The start date of every health care Year is July 1<sup>st</sup>. That deposit into the employee's account would be at or around that July 1<sup>st</sup> date.

New hires would receive a prorated amount of the contribution if their start date was not July 1<sup>st</sup>. As an example, if an employee started on October 1<sup>st</sup> the remaining time for that health care year is 8 months (October-June) and they would receive an 8 month share of that contribution. If they had multiple person coverage that would translate in the following way:

$$\$6,500 \text{ divided by } 12 \text{ months} = \$541.66 \text{ per month} \times 8 \text{ months} = \$4,333$$

The above example would count as their year 1 contribution from the Township. In year 2, starting the following July 1<sup>st</sup>, they would then receive the full \$6,500 under the same example. Year 3 then provides for \$6,000 (single coverage is less and listed above) a year moving forward.

\*Year 1 and Year 2 represents the funding amount (and in year 1 what could be a prorated amount) that a new employee or an existing employee entering this new health plan will receive. This does not represent the first 2 years of the contract, but of an employees' entrance into the new Personal Choice Independence Blue Cross Plan

Employees may make contributions, within the IRS annual limits, on a pre-tax basis as a payroll deduction, but will be under no obligation to do so.

#### **GROUP HOSPITALIZATION PLAN FOR RETIRED PERSONNEL**

For the first thirty (30) months following an employee's normal retirement, the Township will provide the employee and eligible covered dependents (assuming the dependent was receiving coverage at the time of the employee's retirement), continued benefit coverage in the Township-sponsored hospitalization/medical plan that are provided to active employees during the same 30-month period.

There shall be no double coverage of benefits. Accordingly, if an employee or member of the employee's family receives comparable benefit coverage from any other source, whether or not such receipt is conditioned upon contribution by the employee or member of his family then to such extent and for the period of such reception of benefit, the benefits provided

hereunder shall automatically cease and the total benefits provided shall be reduced accordingly, provided the Township shall pay any premium co-payment due from the employee or family member, and further providing that in such case the Township shall have the option of not paying such premium co-payment due from the employee or family member, and further providing that in such case the Township shall have the option of not paying such premium, but instead continuing benefits. Upon the happening of such an event, the employee shall promptly notify the Township.

Retired employees shall receive the same benefit coverage as regular full-time employees for a period of 30 months. When eligible, retired employees will be covered under the Blue Cross Medigap or similar product. After the 30 months, the retiree can continue on Township coverage provided they pay 100% of the premium.

#### **EYECARE**

The Township shall reimburse each full-time employee up to One Hundred Dollars (\$100.00) every two (2) years for one eye examination for each full-time employee. The Township will reimburse up to One Hundred Fifty (\$150.00) a year towards the cost of the purchase of one new pair of prescription glasses for each full-time employee if the pair of prescription glasses is recommended by a doctor.

#### **LIFE AND DIABILITY INSURANCE**

Life insurance will be provided to each full-time public works, sewer maintenance and park and recreation employee with the face value of the policy being a maximum of \$100,000. Life insurance shall not be available for employees until six months after his/her date of hire.

Naming of the beneficiary is at the sole discretion of the employee and no beneficiary can be established or named by the Township.

The Township shall provide short and long-term disability for full-time employees in accordance with the terms set forth in the current effective policy. The Township reserves the right at all times to provide said benefits by either purchasing another insurance plan or

providing same as self-insured as long as the benefits conferred are equivalent to those provided in the effective policy as determined by the Township.

### SICK LEAVE

The Township shall provide two days of sick leave per month with the unused balance cumulative to one hundred twenty (120) days. Sick leave days are earned on a pro-rated monthly basis.

Sick leave shall be allowed only in case of actual non-work related illness or injury of any full-time employee. Any other use of sick leave will be considered an abuse of the sick leave benefit. Abuse of sick leave will be considered grounds for automatic termination of employment. Each scheduled work day during the period of the employee's illness or injury shall constitute the use of one sick day. Scheduled days off and holidays shall not be considered sick days. Sick leave shall continue to accumulate while an employee is on vacation leave, sick leave, military leave, emergency leave, or official duty leave. However, employees on leave without pay shall not accumulate sick leave.

When all accumulated sick leave has been used because of extended illness or injury, earned vacation days may be used in lieu of sick days. When all accumulated sick days and earned vacation days have been exhausted, the employee may be granted up to forty-five (45) work days of leave without pay for illness or injury. Such leave shall be requested by the employee in writing to the Township Manager and shall include a date certain within the forty-five (45) day period when the employee will report for work. During this time the employee will be provided with health and life insurance benefit plans and shall be required to present periodic doctor's certificates certifying the illness or injury. If the employee is unable to report for work by the date set forth in the employee's written request or on the day following the expiration of the forty-five (45) day period, the employee may then request in writing to the Township Manager a leave of absence without pay or benefits. Such leave may be granted by the Township Manager at his/her discretion when it is, in the Manager's opinion, in the best interest of the Township.

An employee's inability to return to work for an indefinite period shall be deemed to have a detrimental effect on the discipline and efficiency of his/her department and may be considered grounds for the employee's discharge from the Township service. An "indefinite period" shall be defined as any date following the use of accumulated sick leave, earned vacation leave, one (1) forty-five (45) day leave of absence without pay and one (1) sixty (60) day leave of absence without pay and benefits.

An employee who cannot report to work because of illness or injury must notify the department office of the intention to be absent within one-half (1/2) hours of the normal reporting time. An employee may be required to produce a statement from a physician certifying to his/her illness, if requested by the department head or Township Manager. A statement will not be requested for one day missed, due to sickness, unless there is a history of repeated one day illness by said employee.

An employee, who is injured while performing work on another or an employer other than the Township, shall forfeit his or her rights to Township injury and illness benefits. This leave of absence, if given, shall be granted consistent with the applicable provisions of the Family Medical Leave Act of 1993 ("FMLA"), as amended, and is not intended to confer any additional or supplemental benefits.

Beginning January 1, 2020 retiring employees can cash out up to ten (10) sick days. Only employees who have reached the retirement eligible age can receive this benefit. When an employee cashes out any sick time at retirement those dollars associated with that cash-out do not count towards the retiring employees' pension calculation.

#### **LEAVE OF ABSENCE WITHOUT PAY AND BENEFITS**

The Township Manager may approve leaves of absence without pay and benefits for full-time employees for a period of not more than sixty (60) days. There is, however, no guarantee by the Township that the employee will return to the same job classification and rate of pay held prior to such leave. All such requests shall be submitted in writing and include a date certain within the sixty (60) day period when the employee will return to work. Approval of such

request shall be at the discretion of the Township Manager, when it is, in his/her opinion, in the best interest of the Township. During leave without pay and benefits, an employee shall continue in the employment of the Township but shall not accrue vacation or sick leave benefits. An employee may continue to participate in health and life insurance benefit plans but shall be responsible for the cost of such benefits. The employee shall be considered to have resigned from his or her position if the employee fails to report for work on the day following the expiration of such leave. Prior to the expiration of the sixty (60) day leave period, the employee may apply in writing for an extension of said leave, however, the granting and approval of said extension shall be the sole option, and at the discretion, of the Township Manager. This leave of absence, if given, shall be granted consistent with the applicable provisions of the Family Medical Leave Act of 1993 ("FMLA"), as amended, and is not intended to confer any additional or supplemental benefits.

#### **DEATH IN FAMILY**

If there is a death in a full-time employee's immediate family, parents, children, spouse, father-in-law, mother-in-law, brother, or sister, where the employee's attendance is required, four (4) days leave with pay shall be granted by the Township Manager, if requested by the employee.

Full-time Employees desiring to attend the funeral of "other members of the family" shall be governed by the following policy. "Other Members of the Family" shall include other members of the employee's family and the spouse's family. They shall include grandmother, grandfather, aunt, uncle, cousin, nephew, niece, brother-in-law, and sister-in-law. The full-time employee shall be excused for the day of the funeral provided that he/she is scheduled to work that day. If it is necessary for more time to be taken than a vacation request will be approved.

#### **COST OF DRIVER'S LICENSE**

The Township will pay the difference in the cost of maintaining a normal driver's license classification and the cost of maintaining the driver's license classification necessary to perform the employee's job on an annual basis.

### **ASSOCIATION CHECK-OFF**

The Employer shall deduct from the gross wages of all employees who are covered by this agreement and who have signed and delivered to the Employer proper legal authorization for such deductions, membership dues in the amount of \$20.00 a month.

### **RETIREMENT**

The Township agrees that the defined Benefits Pension Plan currently in effect and detailed in the Pension Plan document approved by the Board of Supervisors shall remain in effect for all current eligible employees hired before January 1, 2011. All employees hired after January 1, 2011 shall participate in the Township's Defined Contribution Pension Plan. The Township shall match up to one hundred percent (100%) of the employee's contribution to the plan, which said match shall not exceed six percent (6%) of the employee's gross wages

Effective January 1, 2015, all employees eligible for either the Defined Benefit Pension Plan or the Defined Contribution Pension Plan shall contribute no less than two (2%) of their W-2 wages to the pension plan. Effective January 1, 2017, eligible employees will contribute an additional one percent (1%) of W-2 wages to the applicable pension plan. Therefore, as of the additional contribution on January 1, 2017, employees shall be contributing three percent (3%) of their W-2 wages to the applicable pension.

### **DEFERRED COMPENSATION**

The Township and the Association recognize that it is important for the individual employee to arrange for his or her retirement in some fashion which would supplement their normal pension and social security payments that may be received from the federal government. In that regard, the Township agrees that it will match contributions made by employees to their individual ICMA retirement accounts to a maximum of one hundred percent of the contribution to the maximum of \$1,700.00 effective January 1, 2020. However, it is understood and agreed that an employee shall not be deemed to have made a contribution if he or she withdraws the funds from the ICMA account and then reinvests in the ICMA account with the same funds, but instead the employee must continue to maintain a progressive plan of retirement savings in order to benefit by the terms and conditions of this paragraph. The Township shall make its



contributions so as to match the contributions made by the employee at the end of the calendar year, which said contributions shall be made following consultation with the ICMA representative and the employees. It is understood and agreed that if an employee is not continuously employed by the Township during the preceding year and his termination of employment is due to retirement or other termination after service of twenty (20) years in the Township's employee, that the contributions shall still be made notwithstanding the employee's failure to complete a full year of service to the Township as an employee.

### **PERFORMANCE EVALUATION**

The Township reserves the right to establish a sound performance evaluation system. The Association will be furnished copies of the performance evaluation system and may meet and discuss any questions it has regarding the system.

### **PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

The Township will provide employees with necessary protective clothing and safety equipment at the Township's expense. All such clothing and equipment will be worn as directed by the Township. The Township will be reimbursed, by the employee, for all clothing and equipment which is lost or stolen due to the employee's negligence.

### **JURY DUTY**

The Township shall pay each employee summoned for Jury Duty the difference between his/her regular wage and the amount she/she is paid for Jury Duty.

### **MAINTAINING EXISTING BENEFIT**

The Township will continue to permit, when possible, one ten minute coffee break in the A.M. and one ten minute coffee break in the P.M. In addition, a fifteen minute wash up time is permitted at the end of the day.

### SAVINGS CLAUSE

The Association agrees to indemnify and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by any reason of action taken by the Township for the purpose of complying with any of the provisions of this contract.

### NO STRIKE OR WALKOUT

It is expressly recognized by the Association and PUBLIC WORKS DEPARTMENT, SEWER DEPARTMENT and PARK & RECREATION DEPARTMENT that the Public Works Department, Sewer employees and Park & Recreation employees are public employees and are thus prohibited by law and therefore shall expressly agree that there shall be no strike, walkout, work stoppage, or work delay of any kind whatsoever. Violation of this provision shall cause this contract to become immediately null, void, and of no effect whatsoever. TOWNSHIP for its part agrees that there shall not be a "lockout" by the TOWNSHIP, which term means that TOWNSHIP shall not prohibit employees of PUBLIC WORKS DEPARTMENT, SEWER DEPARTMENT AND PARK & RECREATION DEPARTMENT from entering upon the TOWNSHIP property for the purpose of engaging in their normal work.

If either party to this Agreement desire to modify, alter, change or terminate this Agreement or any part hereof, as of the expiration of this Agreement or as of an extension of this Agreement, notice of such desire in writing shall be given to the other party ninety (90) days prior thereto. In absence of such notice, this contract shall continue in full force.

There shall be no strike or lockouts during the term of this Agreement.

### ADHERENCE TO EXISTING ACTS OF GENERAL ASSEMBLY

It is further understood and agreed between Township and Association that the Township shall in all instances be bound by the Acts of General Assembly, and if in conflict with any of the conditions of this Agreement, same shall supersede the Agreement. This adherence to such acts shall not constitute a breach of this Agreement by the Township. Adherence to any specific Act of the General Assembly, and if I conflict with any of the conditions of this Agreement, shall supersede the Agreement. This adherence to such Acts shall not constitute a breach of this

## EXHIBIT A-JOB CLASSIFICATIONS

### PUBLIC WORKS DEPARTMENT

<u>Laborer</u>	<u>Operator 1</u>	<u>Operator 2</u>	<u>Operator 3</u>	<u>Operator 4**</u>
Mowing	CDL License B	Masonry -Block/Brick inlets	Tub Grinder Operation	Foreman
Janitorial	Flagging Cert.	-Pouring Concrete -Belgian Block Curbs	Boom Mower	Must be an operator 3
Basic Hand Tools	Road related tools -Jackhammer	Wheel Loader Operation	Paver Box Operator	ability to manage crews
Non-CDL Snow Removal including Twp. grounds	-Vibratory Plate -Jumping Jack Asphalt Repairs (NEED All 4)	Welding	PA One Call Locator	Manage day to day projects
		Skid Steer	Brine Operation	address public concerns
		Roller	Class A Fuel Operator	manage emergencies
		Basic Electrical	Back Hoe Operator	work directly with director
		Certified Municipal Arborist	Traffic Signal Tech Level 1*	
		CDL License A	Pesticide License*	
		Carpentry	(7 of 9 needed)*******	
		Bucket Truck		
		Sign Fabrication		
		Street Sweeper (9 of 12 needed) (10 of 12 prior to Operator 3)*******		

Mechanic\*\*\*

Both Mechanic and Assistant Mechanic are in this category

CDL License A

Maintain Gasboy function

PA State inspection license\*

Maintain stock of parts/supplies

Class A Fuel Operator

Salting and Plowing

Rebuild parts

Oversee all regular maintenance

Sewer Operator\*\*\*\*

CDL License Class A

PA Wastewater Operator License – E Minimum

Basic Plumbing

Basic Electrical

Basic Carpentry

PA One call locator

Basic Hand Tools

Back Hoe Operator

Skid Steer

Wheel Loader

(Need 8 of 10 but must have CDL Class A and Waste Water License)

\*This Job/certification would receive \$250 one-time bonus

\*\*Operator 4 would be selected by Public Works Director

\*\*Mechanic and Assistant Mechanic would be selected by Public Works Director

\*\*\*Sewer maintenance position(s) selected by Public Works Director

\*\*\*\*In Operator 2 category 9 of 12 are needed to be classified under that category for the respective pay. Before that employee could become an Operator 3 they would need to qualify on 10 of 12 items under that Operator 2 category (The operator 3 category itself has a separate qualification of 7 of 9 items listed)

**EXHIBIT A - JOB CLASSIFICATIONS  
RECREATION DEPARTMENT**

<u>Laborer</u>	<u>Operator 1</u>	<u>Operator 2</u>	<u>Operator 3*</u>
Mowing	Playground Inspection	Pool Operations Mgr.**	Park Maintenance Leader
Trash Collection	CDL License	Aeration of Fields	
Janitorial	Mowing equipment Maintenance -Blades -Oil -Filters	Pesticide License***	
	Basic Carpentry -Bench/Sign installation -Fence Repair (NEED ALL 4)	Backhoe Operator Skid Steer Basic Electrical Masonry Asphalt Repairs	
		Certified Municipal Arborist	
		Food Operator (NEED 8 OF 10)	

\*Operator 3 would be selected by Recreation Director  
 \*\*This job/certification would receive \$500 one-time bonus  
 \*\*\*This job/certification would receive \$250 one-time

## EXHIBIT B

### 2020-2023 pay rates

	<u>2020</u> (3.0%)	<u>2021</u> (3.0%)	<u>2022</u> (3.0%)	<u>2023</u> (3.0%)
Laborer 1 Year	26.23	27.02	27.83	28.66
Laborer 2 years	26.62	27.42	28.24	29.09
Laborer 3 years	27.76	28.59	29.45	30.33
Operator 1-1 Yr	\$28.64	29.50	30.38	31.30
Operator 1- 2 Yr.	\$29.36	30.24	31.15	32.08
Operator 1- 3 yr.	\$30.69	31.61	32.56	33.54
Operator 2 – 1 year	\$29.38	30.26	31.17	32.10
Operator 2 – 2-year	\$29.92	30.82	31.74	32.69
Operator 2- 3-year	\$31.50	32.45	33.42	34.42
Operator 3 – 1 year	\$30.13	31.03	31.96	32.92
Operator 3 – 2-year	\$31.44	32.38	33.35	34.36
Operator 3-3 year	\$33.67	34.68	35.72	36.79
Operator 4 – 1 year	\$30.38	31.29	32.23	33.20
Operator 4 – 2-year	\$31.60	32.55	33.52	34.53
Operator 4 – 3-year	\$34.07	35.09	36.14	37.23

	<u>2020</u> (3.0%)	<u>2021</u> (3.0%)	<u>2022</u> (3.0%)	<u>2023</u> (3.0%)
<b>Mechanic</b>				
Lead Mech. – 1 year	\$31.36	32.30	33.27	34.27
Lead Mech. – 2 year	\$32.43	33.40	34.40	35.44
Lead Mech. – 3 year	\$34.91	35.96	37.04	38.15
Assis. Mech.- 1 year	\$30.13	31.03	31.96	32.92
Assis. Mech – 2 year	\$31.44	32.38	33.35	34.36
Assis. Mech – 3 year	\$33.67	34.68	35.72	36.79
Sewer Oper. – 1 yr	\$30.13	31.03	31.96	32.92
Sewer Oper. – 2-yr.	\$31.44	32.38	33.35	34.36
Sewer Oper - 3 yr.	\$33.67	34.68	35.72	36.79
Probationary	\$25.00	25.75	26.52	27.32
<b><u>Part-Time employees</u></b>				
Part-time Laborer	\$14.13	14.55	14.99	15.44
Non CDL Snow Plow Driver	\$21.71	22.36	23.03	23.72
CDL Truck Driver	\$25.52	26.29	27.07	27.89

**PARK AND RECREATION EMPLOYEES – EXHIBIT B**

	<u>2020</u> (3.0%)	<u>2021</u> (3.0%)	<u>2022</u> (3.0%)	<u>2023</u> (3.0%)
Laborer 1 Year	26.23	27.02	27.83	28.66
Laborer 2 years	26.62	27,42	28,24	29.09
Laborer 3 years	27.76	28.59	29.45	30.33
Operator 1-1 Year	\$28.64	29.50	30.38	31.30
Operator 1- 2 Years	\$29.36	30.24	31.15	32.08
Operator 1- 3 years	\$30.69	31.61	32.56	33.54
Operator 2 – 1 year	\$29.38	30.26	31.17	32.10
Operator 2 – 2-years	\$29.92	30.82	31.74	32.69
Operator 2 - 3-years	\$31.50	32.45	33.42	34.42
Operator 3 – 1 year	\$30.13	31.03	31.96	32.92
Operator 3 – 2-years	\$31.44	32.38	33.35	34.36
Operator 3 - 3 years	\$33.67	34.68	35.72	36.79
Probationary	\$25.00	25.75	26.52	27.32