

AGREEMENT

between

TOWNSHIP OF NEWBERRY

YORK COUNTY, PENNSYLVANIA

and

TEAMSTERS LOCAL 776

HARRISBURG, PENNSYLVANIA

January 1, 2024 through December 31, 2026

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Township of Newberry, York County, Pennsylvania (hereinafter called the "Township") and Teamsters Local Union 776, affiliated with the International Brotherhood of Teamsters (hereinafter called the "Union").

ARTICLE I MANAGEMENT RIGHTS

- 1.1 The Union recognizes the right of the Township to operate and manage the Township. All rights, functions, prerogatives and discretions of the management of the Township formerly exercised or exercisable by the Township are retained by and remain vested exclusively in the Township, except to the extent that such rights, functions, prerogatives and discretions are specifically and explicitly modified by the provisions of this agreement. Without limiting the generality of the foregoing, the Township reserves the right to manage and operate the Township; to determine the way in which services shall be provided; to direct employees and assign work; the right to determine the quality and quantity of work to be performed; the right to determine employee qualifications; the right to establish and require standards of performance and rules of conduct; the right to require the maintenance of discipline, order and efficiency; the right to evaluate competency and performance; the right to hire, transfer and promote; the right to establish, promulgate, administer, regulate, determine, revise and re-determine policies, practices, methods, procedures and conditions related to work standards, staffing, training, operations, service and maintenance; the right to determine the quality and type of equipment to be used or whether any particular item or piece of equipment will be used by employees covered by this agreement; the right to determine the number and location of all facilities of the Township and whether the whole or any part of its operations shall continue to operate; the right to reduce the hours and to lay off employees for lack of work or other reasons and to recall employees; the right to determine and re-determine job content and to organize, establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service, or portion thereof; the right to introduce a change in method or methods of operation which will produce a change in job duties and reduction in personnel; the right to subcontract work pursuant to Section 1.3 or use the services of temporary, seasonal and casual employees, foremen or department heads pursuant to Section 1.2; the right to discharge, dismiss, demote or suspend employees for just cause; the right to require overtime work; and the right to promulgate and enforce all rules relating to any and all of its rights, functions, prerogatives and discretions.

- 1.2 The Township may assign foremen or department heads to perform bargaining unit work provided that the Township shall not lay off a full-time employee in order to replace that employee with a foremen or department head.

- 1.3 The Township shall not subcontract or contract out any work or duties to a third party subcontractor if the subcontract or employment of the contractor shall result in the necessity for the layoff of bargaining unit members except that the Township shall have the sole right to contract out for services where: 1) the Township determines that the work or project is an emergency (including snow removal); 2) the Township determines that the work or project requires expertise not possessed by the bargaining unit; 3) the Township

determines that the work or project requires equipment that the Township does not own; and 4) the Township determines that the bargaining unit cannot complete the work or project within the timeframe required by the Township. If the bargaining unit believes that these criteria are not met they may take a grievance. The Township shall not have the right to subcontract if there is any covered employee on layoff status.

ARTICLE 2 RECOGNITION

2.1 The Township recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The bargaining unit has been established in accordance with the PLRB Certification Order of May 3, 1983.

2.2 The bargaining unit for which this recognition is granted includes the following classifications:

All full-time and regular part-time employees of Highway Department and Township offices, including but not limited to Highway Workers, Secretaries and Custodians; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards, as defined in the Act and excluding elected officials.

2.3(a) When new titles are created that appear to be within the scope of the bargaining unit, the Township will consult with the Union to determine whether the new titles should be included in the bargaining unit. If the parties cannot agree, the matter shall be submitted to the PLRB for unit determination. The Township may create the position and fill the vacancy subject to a final determination.

2.3(b) The Township and the Union shall meet to determine the proper pay grade of any new classification.

ARTICLE 3 UNION SECURITY

3.1 Any employee who after the effective date of this agreement becomes a member of the Union, subject to the right to resign during the fifteen (15) day period immediately prior to the expiration of the Agreement, without penalty, by serving written notice to Teamsters Local 776, 510 South 31st Street, Camp Hill, Pennsylvania 17011, and to the Township. The failure or refusal of an employee to remain a member shall not be basis for discipline or discharge of such employee.

3.2 The Township will deduct Union dues, initiation fee, and or uniform assessments of the Local Union from the regular paycheck of those employees who have authorized the Township in writing and the Fair Share service fee and processing fee from those who the Union certifies are not members. The amounts to be deducted shall be certified in writing to the Township by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union with the last payroll of each month.

3.3 Employees who are not members of the Union may voluntarily elect to pay a

representational fee.

- 3.4 The Union shall indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of the provisions of this Article. It is also agreed that neither an employee nor the Union shall have any claim against the Township for deductions made or not made, as the case may be, unless a claim of error is made in writing to the Township within thirty (30) calendar days after the date such deductions were or should have been made.
- 3.5 For purposes of posting Union information, notices, etc., the Township shall provide a suitable bulletin board in the Township building. Copies of all information, notices, etc., shall be forwarded to the Township Secretary by the Union. No scurrilous or obscene materials shall be posted.
- 3.6 A written list of Union stewards and alternates and other representatives shall be furnished to the Township immediately after their designation, and the Union shall notify the Township of any changes, provided that the Union shall not designate more than one (1) steward at any given time. Alternates shall only act as stewards during the absence from work of a designated steward. The steward may be required to remain at his job site in emergency situations during normal working hours.

Job stewards shall be allowed reasonable time during working hours to engage in the following activities:

1. The investigation and presentation of grievances in accordance with this Agreement.
 2. The collection of dues when authorized by appropriate Union action.
 3. Transmission of such messages and information which shall originate with, and are authorized by the Union, provided such messages and information have been reduced to writing; or, if not reduced to writing, are of a routine nature and do not interfere with the operations of the Township.
- 3.7 Access to Facilities: All Union business, with the exception of the activities contained in Section 3.5, will be conducted by employees and Union representatives outside of established working hours. Nothing herein shall be construed to prevent a Union representative or an employee from contacting management representatives regarding personnel related matters during working hours.

The authorized Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Union shall:

- (a) Contact the Township Manager or his designate to state the purpose of his visiting and;
- (b) The Township Manager or designate determine that such visit shall not interfere with the operations of the department.

In the event the requested time and/or location of such visit by Business Agent is denied because it would interfere with the operations of the department, the Township Secretary or his designate shall set an alternative time and/or location for such visit within seventy-two (72) hours.

ARTICLE 4 SENIORITY

- 4.1 Seniority shall determine by length of continuous service with the Township.
- (a) All new employees covered by this Agreement shall serve a probationary period of ninety (90) days.
 - (b) A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse provided, however, that the Township may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After working a ninety (90) day period, the employee shall be placed on the regular seniority list. In case of discipline within the ninety (90) day probationary period, the Township shall notify the Union in writing. Upon mutual agreement and in writing the probationary period may be extended for a predetermined amount of time.
 - (c) Employees are eligible to become members of the Union or, if they elect, pay a fair share representational fee on or after the 31st calendar day of the effect date of this Agreement.
- 4.2 The Union shall be given copies of the seniority list, and copies shall be posted on bulletin boards provided for such purpose.
- 4.3 An employee will lose seniority rights if:
- (a) He is absent from work for three (3) consecutive working days without notifying the Township as to the reason for his absence, unless notification is physically impossible.
 - (b) He quits, retires or is justifiably discharged.
 - (c) He is laid off for a period of twenty (20) or more consecutive months from last day worked.
 - (d) He fails to notify the Township of his intention to return to work, following a layoff, within three (3) days after having received notice by certified mail from the Township; and if he fails to return to work within five (5) days of receipt of letter; or if employed elsewhere, and fails to return to work within fourteen (14) calendar days of receipt of the letter.
- 4.4 Any employee leaving the bargaining unit to assume a non-union position within the

Township shall be granted a thirty (30) calendar day leave of absence. If said employee chooses to remain beyond the thirty (30) calendar days, he/she shall at that time forfeit their seniority within the bargaining unit. Such leave must be in writing and signed by both the employee and the Township manager or designee and a copy mailed to the Local Union immediately.

ARTICLE 5 HOURS OF WORK AND OVERTIME

- 5.1 The regular work week: for all employees shall be forty (40) hours per week over five (5) consecutive days consisting of five (5), eight (8) hour days (Monday through Friday) 7:00 a.m. to 3:30 p.m. Time and one-half (1 ½) shall be paid for all work performed in excess of eight (8) hours per day, Monday through Friday.

The regular work week for ten (10) hour shifts will be forty (40) hours per week, consisting of four (4) consecutive ten (10) hour days. Time and one half (1 ½) shall be paid for all work performed in excess of ten (10) hours per day or forty (40) hours per week.

The Township shall notify the Local Union in writing annually of the start date for commencing ten (10) hour work shifts. This notification shall be provided at least thirty (30) days prior to the commencement of the ten (10) hour work shifts.

Any time over and above the forty (40) hour scheduled workweek shall be paid at time and one half (1 ½), excluding sick days, personal days, vacation days, and holidays.

- 5.2 When a full-time employee, after departing from his regularly scheduled shift, if officially ordered to report back to work for emergency service, he shall be compensated for a minimum of three (3) hours of work at time and one-half (1 ½) his regular rate or time and one-half (1 ½) for all hours actually worked, whichever is greater. There shall be no duplication of hours. This shall exclude any previously rescheduled shift or employees whose regularly scheduled shift is extended or started early.
- 5.3 Bargaining Unit employees must be offered work when the Public Works Director is working, except non-use of equipment; (i.e. limbs in road, placing of reflectors, barricades, etc.).
- 5.4 The Township shall have the ability to require each employee to complete and maintain, on a daily basis, a weekly time sheet indicating the work performed and the time involved for each task. Each employee is required to use the Township's electronic time system to clock in at the beginning of each workday and clock out at the end of each workday and any time an employee is on call out duty. One half hour is automatically deducted for lunch periods.
- 5.5 Full-time and part-time employees may be required to work overtime, when and as determined by the Township in its sole discretion. Overtime hours shall be distributed as evenly as possible based on seniority and qualifications, on a rotating basis. If a qualified

employee refuses overtime, they shall be deemed ineligible to work overtime until the rotation process is completed. If an employee is inadvertently missed for overtime, they shall be offered to work the next available overtime hours before utilizing the rotation list.

- 5.6 There shall be no stacking or pyramiding of overtime or premium pay eligibility under any Article or any Section of this Agreement.

ARTICLE 6 HOLIDAYS

- 6.1 The following shall be recognized as paid holidays for permanent employees who have completed ninety (90) days of employment:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	New Year's Eve (1/2 day)
Columbus Day	

If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the following Monday.

Part-time employees of more than twenty (20) hours per week shall be paid holidays, if the holiday falls on their normally scheduled workday, and at the hours normally worked on that day.

All time worked on holidays, will be paid at time and one-half (1 ½) times the regular rate of pay, plus holiday pay.

One (1) Personal Holiday shall accrue each quarter during the calendar year for employees who have completed ninety (90) days of employment. Employees may carry over no more than two unused (2) Personal Holidays to the following calendar such that, at any given time, an employee can only accrue a maximum of six (6) Personal Holidays.

- 6.2 To be eligible for holiday pay and holiday premiums, the eligible employee must be in active status and must work the scheduled workday before and the first scheduled day after the observed holiday, be on paid leave status approved at least two (2) days prior to that date, or be on paid personal leave due to an illness and provide a doctors excuse for that absence.
- 6.3 An employee will not be entitled to Holiday pay, if he has been laid off seven (7) days or more prior to the Holiday.
- 6.4 For the purpose of overtime calculations, Holidays shall not be counted as hours worked.
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ARTICLE 7 VACATIONS

- 7.1 The vacation schedule shall run from January 1st through December 31st. An employee may accumulate up to a maximum of fifty (50) vacation days (the 50 days is inclusive of all hours earned in the present year), and carry them from year to year.

- 7.2 All new hires will receive vacation per the following schedule:
 - One (1) Year - Five (5) Days
 - Two (2) Years - Ten (10) Days
 - Three (3) Years - Fifteen (15) Days
 - Ten (10) Years - Twenty (20) Days

- 7.3 For the purpose of this Article, payment for vacation for regular full-time employees is based on an hourly rate derived from a forty (40) hour week at the employee's regular straight time rate.

- 7.4 Scheduling of vacations shall be the exclusive right of the Township. Such scheduling shall be based, first upon the convenience of the operations of the Township, and secondly upon the length of service of the employee.

- 7.5 Upon an employee's resignation or retirement, employees will be compensated for all earned but unused vacation. Employees who involuntarily separate from employment with the Township shall not receive payment for earned but unused vacation.

ARTICLE 8 LEAVE PROVISION

- 8.1 Each regular full-time employee shall be eligible for sick leave with pay after ninety (90) days of service. Sick leave shall be earned at the rate of one (1) day (i.e., 8 hours) per month, and may accumulate to a maximum of one hundred twenty (120) days. After completion of ninety (90) days of service, an employee will be credited with the number of sick days accumulated.

- 8.2 Sick leave may be allowed by the department head for the following purposes:
 - (a) Personal illness, physical incapacity or non-compensable bodily injury or disease.

 - (b) Enforced quarantine in accordance with public health regulations.

 - (c) To meet medical and dental appointments when an employee has made reasonable efforts to secure appointments outside normal working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs. Four (4) hour minimum sick leave may be taken.

 - (d) For a “Qualified Medical Leave” taken pursuant to the terms and conditions of the Township’s written policy on such leaves, as more fully set forth in Section IX of the Employee Handbook, and as also attached hereto.

- 8.3 The Township may require proof of illness for authorized sick leave. Proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absence of less than three (3) days. For absences of three (3) days or more, proof of illness will normally be required. The Township may investigate any absence for which sick leave is requested. For absences of less than three days, a doctor's certificate may be required where the Township has reason to believe that the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Township's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.
- 8.4 On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than two (2) hours after the beginning of his/her scheduled work assignment, except that where a relief employee is required, such report must be made by the hour at which the shift normally begins. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.
- 8.5 Bereavement Pay: Employees may be granted five (5) days' bereavement pay for the death of a wife, husband, child, mother, father, sister or brother.
- Employees may be granted three (3) days' bereavement pay for the death of a mother-in-law or father-in-law.
- Employees may be granted one (1) day bereavement pay for the death of a brother-in-law, sister-in-law or anyone who works for the Township.
- 8.6 Jury Duty: Regular employees shall be granted leave of absence with pay for required jury duty, provided that any fee received for jury duty, exclusive of mileage, shall be remitted to the Township.
- 8.7 Military Leave: A regular full-time employee participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself/herself from his/her Township duties while engaged in such required field training. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges. The period of absence in any calendar year shall not exceed fifteen (15) calendar days. During this period, the compensation paid to the employee for such leave of absence shall be the difference between his/her compensation for his/her allowance and the amount of salary or wages due as an employee of the Township. If the compensation for military service is equal to or greater than the salary or wage due as a Township employee for the period covered by such military leave, then no payment shall be made except that normal payroll deductions for insurance purposes be paid by the Township during such leave. An employee participating in such reserve military training shall give sufficient advance notice to the department head.
- 8.8 The Township agrees to permit one (1) employee time off without pay to attend a Union

convention or Union sponsored functions. Attendance at such conventions or similar meetings shall not exceed a total of four (4) days in a calendar year. The Local Union shall provide written notice at least forty-eight (48) hours in advance of the requested leave.

Employees elected or appointed to Union office shall be granted an unpaid leave of absence during the period of such employment. The leave of absence shall not exceed three (3) years.

Employees will retain seniority while on an unpaid leave of absence. Sick leave, vacation, and all other fringe benefits shall be discontinued while an employee is on an unpaid leave of absence.

8.9 Upon resignation or retirement, a public works employee will receive twenty five percent (25%) of the current salary value of the total unused sick leave accumulated, providing the employee has provided the township with two (2) weeks' notice of their resignation or retirement.

8.10 The Township will follow the attached Qualifying Medical Leave policy.

ARTICLE 9 WAGES

9.1 All employees,¹ as defined in Article 2, Section 2.2, shall receive an increase to their hourly rate as follows on the effective date as shown:

	January 1, 2024	January 1, 2025	January 1, 2026
Hourly Rate	\$24.00 ²	\$24.66	\$25.34

9.2 For the term of this Contract the following rate shall apply to employees hired on or after January 1, 2024:

Probationary and new hire employees shall receive the following starting wage rate during this contract period: \$23.00 and receive the same annual percentage increases as agreed upon in the current contract.

Laborer/Operator shall receive a minimum starting rate of \$24.00. The Township reserves the right and discretion to establish a higher rate of pay for a Laborer/Operator by taking into consideration the Laborer/Operator's prior experience.

9.3 The Township shall pay the costs of the difference between a standard motor vehicle license and a CDL license for all employees who are specifically required to obtain same to meet the requirements of their job description. An employee's decision to obtain a CDL

¹ With the specific exception of Brian Ebert, whose rate of pay (\$29.09/hr.) will remain the same, but who will receive a one-time bonus of \$500.00 at the beginning of each year (i.e., 2024, 2025, and 2026) in lieu of an increase to his hourly rate.

² The agreement regarding the hourly rate increase from 2023 to 2024 is reflective of a market adjustment to account for recent inflationary impacts on wages and to bring the rate in line with other, surrounding municipalities.

license under this Section will become an essential function of their job and the loss of a CDL license will be a basis for discipline as follows:

If the loss of the license is for 90 days or less, the employee shall receive a five (5) day unpaid suspension.

If the loss of the license is longer than 90 days or a second offense, then the employee shall be subject to termination.

ARTICLE 10 INSURANCE AND RETIREMENT

10.1 Health and Welfare

Section 1. Township Contributions

- (a) The Township agrees to make the following monthly contributions to the Central Pennsylvania Teamsters Health and Welfare Fund (the Fund) for each Eligible Employee covered by this Agreement in order to qualify such Employee for benefits in accordance with the terms of the Declaration of Trust and the Central Pennsylvania Teamsters Health and Welfare Fund - Plan No. 14 - executed by the Township and subject to the qualifications hereinafter specified.

The parties agree to the following monthly contributions effective February 1, 2024:

	Composite
Single	\$2,074.52
Married	\$2,074.52
Parent with Child	\$2,074.52
Family	\$2,074.52

Effective January 1, 2024, contribution due January 15, 2024 for benefit coverage commencing February 1, 2024 – rates to be determined by the Central Pennsylvania Health and Welfare Fund.

Effective January 1, 2025, contribution due January 15, 2025 for benefit coverage commencing February 1, 2025 – rates to be determined by the Central Pennsylvania Health and Welfare Fund.

Effective January 1, 2026, contribution due January 15, 2026 for benefit coverage commencing February 1, 2026 – rates to be determined by the Central Pennsylvania Health and Welfare Fund.

Rates for 2024, 2025, and 2026 will be provided by the Plan and the Union and the Township shall meet to review the component and composite rate structure.

The Township shall be bound by the terms of the Fund’s Trust Agreement, Plan

Document, policies and procedures (including this Agreement). These documents shall supersede any contrary provision of this Agreement.

Note: The above schedule is only intended to set out what the contribution rates are, and when they are subject to change after notification to the Township. Eligibility for a contribution is based on the language as set forth in Section 2, below.

* Contribution rates must be based on each participants' **actual personal status** for above classifications.

The above-listed rates shall include the Base Benefits and the following Optional Benefits. Upon the effective date of this Agreement, these are the only Base and Optional Benefits available to individuals covered by this Agreement.

- Death and Dismemberment(A)
- Dental (A)
- Short-Term Disability (A)
- Prescriptions (A)
- Vision and Hearing

- (b) The Township is responsible for the collection of all co-payment amounts (if any) by employees. Copayment amounts shall be as follows:

Effective Date	Bi-Weekly Copayment
January 1, 2024	\$55.00
January 1, 2025	\$60.00
January 1, 2026	\$65.00

- (c) Monthly contributions for each Eligible Employee shall be paid not later than the fifteenth (15th) day of the month.

The Township shall use the reporting forms required by the Trustees of the Fund (the Trustees) and shall comply with the instructions of the Trustees in filling out such forms.

Township is responsible for notifying the Fund of any change in status of an employee (*e.g.*, single to married, etc.).

Section 2. Eligibility of Employees

- (a) Any newly hired Employee shall qualify for benefit coverage as of the first day of the month immediately following the Townships first contribution if such employee meets the requirements of the subsection (b) next below.

- (b) An Employee shall be deemed to be an Eligible Employee entitled to a contribution if such employee has been credited with at least 60 hours for the Township during the preceding calendar month. (Example: An employee is hired October 17 and has been credited 60 hours in the month of October, therefore, the contribution is due November 15 for benefit coverage effective December 1.)

Section 3. Audit and Penalties

The Fund shall have the authority to audit the payroll and wage records of the Township for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Health and Welfare Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Township. The Township will be charged with any contribution deficiencies found. Interest will be charged from date of assessment if not paid within sixty (60) days. If the Township is found to intentionally be in non-compliance with the Fund Rules, then in addition to contributions and interest, the Township shall pay the following:

- (a) The full cost of performing the audit;
- (b) Any such other remedies as are permissible under ERISA.

The Township shall have the opportunity to review and dispute audit findings by sending a letter to the Fund Office explaining its position on any audit adjustments identified by the Fund in the Payroll Audit Report.

Section 4. Union Protection

In the event the specified contributions are not paid by the fifteenth (15th) day of the month, as above provided, the proper Union official may issue to the Township a delinquent notice requesting payment within seventy-two (72) hours; if all delinquent contributions are not paid within that period, the Employees of such Township and their representatives shall have the right to take such action as may be necessary until the delinquent payments are made. It is further agreed that in the event such action is taken, the Township shall be responsible to the Employees for losses resulting therefrom.

Any and all claims for an Eligible Employee, which should be covered and have not been covered because of contribution deficiencies, shall be the responsibility of the Township.

Section 5 Township Contributions During Employee Eligibility

The Township shall make a contribution on behalf of an Eligible Employee, who has not otherwise qualified under Section 2 above, and who is disabled because of accident or illness and unable to perform the work assigned to him by the Township, during the following periods:

Pay Monthly Contributions for...	... when the Employee has been Employed:
3 months	less than one year

6 months
9 months
12 months

one year to three years
more than three years
for occupational injury

Section 6. Miscellaneous

No challenge contesting the decision of a health insurance carrier as to the application of the healthcare, dental or vision plan documents shall be subject to the grievance and/or arbitration process. If the Union believes that the Township, rather than the health insurance carrier made the decision, a grievance may be filed to determine whether it was the Township's decision or the decision of the health insurance carrier.

10.2 **Pension Plan**

Each regular full-time employee will participate in the Pension Plan designated as the official Newberry Township Non-Uniformed Employees' Pension Plan. The Township shall provide each employee with a copy of the Pension Plan Document and a copy of the plan description.

Each participant in the Non-Uniformed Employees' Pension Plan shall contribute five percent (5%) of annual salary towards the Plan:

10.3 The Township will purchase and maintain a \$50,000 term Life Insurance policy on each full-time employee in addition to coverage by Teamsters Health and Welfare.

ARTICLE 11 MISCELLANEOUS

11.1 The Township shall provide rain suits for all employees covered by this Agreement.

11.2 Any safety equipment (helmets, safety shoes, etc.) required by the Township to be worn shall be provided by the Township at no cost to the employee. Employees shall be required to follow all applicable Township policies or requirements governing uniform replacements. It will be the responsibility of the employee to turn in all uniforms as a condition of replacement. Employees agree that they will not wear logoed uniform items to perform any off duty work. The supplier of the uniforms shall be approved by the Township.

11.3 All employment offers shall be contingent upon a successful pre-employment physical and drug screening, which shall be paid for by the Township.

11.4 The payment of wages and other compensation shall be made via direct deposit, and the employees shall provide the Township with all appropriate authorizations to provide for such payments.

11.5 Employees are subject to the terms of the attached Driving Policy.

ARTICLE 12 SEPARATIONS AND DISCIPLINARY ACTIONS

- 12.1 If the Township determines it necessary to reduce the working force, the last employee on the seniority list shall be laid off first, and when the force is again increased, the employees shall be returned to work in the reverse order in which they were laid off providing they still maintain seniority as provided herein; and further providing the employees recalled at the time of recall from layoff, must be qualified to perform the work required.
- 12.2 At any time during the probationary period, the Township may remove an employee whose performance does not meet the required standards and that employee shall not have recourse to the grievance procedure.
- 12.3 An employee may be separated for disability when a physical or mental impairment prevents the employee from performing the essential functions of the employee's job, with or without a reasonable accommodation. Action may be initiated by the employee, his legal representative, or the Township, but in all cases it must be supported by adequate medical evidence. The Township may require an examination at its expense and performed by a physician of its choice. When the Township's doctor decides the employee is not physically or mentally capable of performing the essential functions of the employee's job, with or without a reasonable accommodation, the employee may arrange for an examination by his own doctor. If the employee's doctor decides the employee is qualified physically and mentally to perform the work required on his job, the employee shall submit the written report from his doctor to the Township and request an examination by a neutral doctor. The Township and the Union shall agree upon a neutral doctor to examine the employee. The decision of the neutral doctor on the physical and mental qualifications of the employee to perform the required work is final and binding. The cost of the neutral doctor shall be shared equally by the Township and the Union.
- 12.4 The Township shall not discharge nor suspend any employee without just cause.

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURES

- 13.1 Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute.

Any grievance arising from the Township and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1. The aggrieved employee and/or their steward shall present the issue to the Township Manager or their designee and pursue a settlement prior to filing a written grievance. Within five (5) work days from the initial presentation, the Township Manager or designee shall investigate and respond to the presenting party. If there is no response, or the response is unsatisfactory, the aggrieved employee and /or their Steward may proceed to step 2.

Step 2. The aggrieved employee or employees must present the grievance, in writing, to the Township Manager or designee, within seven (7) calendar days after the Township Manager or designee has rendered a response or the five (5) day time

frame has expired without a response as provided for in step 1. If a satisfactory settlement is not reached with the Township Manager or designee, within seven (7) calendar days after the receipt of the grievance, the parties will proceed to step 3.

Step 3. The Representative of the Union shall then take the matter up with the Township Manager or designee within seven (7) calendar days or at a mutually agreed time as soon as practical after the decision of the Township Manager or designee or the five (5) day time frame has expired without a response as provided for in step 1. The Township Manager or designee shall render their decision, in writing, within seven (7) calendar days of the date he/she confers with the Union Business Representative.

Section 2. Any Steward shall be permitted to leave his or her work to investigate and adjust the grievance of any employee within his jurisdiction, after notification to his Supervisor and *with* the Supervisor's prior approval. Employees shall have the Steward or a representative of the Union present during the discussion of any grievance with representatives of the Township.

Section 3. If no satisfactory settlement can be agreed upon, a mediator from the Commonwealth of Pennsylvania Department of Labor and Industry, Bureau of Mediation, shall participate on an advisory basis, and the Local Union representative and the Township representative shall attempt to resolve the matter. If the parties are unable to reach a resolution, the mediator is authorized to issue a non-binding recommendation.

Section 4. Either party may request arbitration for any unresolved discharge by notifying the township in writing within ten (10) working days of the section 3 meeting.

13.2 Selection of Arbitrator.

If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial Arbitrator within ten (10) days after disagreement. In the event they are unable to so agree, the matter shall be referred to the American Arbitration Association the next day. After the Service submits a list of arbitrators to the Union and the Township, they shall reply with their preferred selections no later than three (3) days after receipt of such list. The expense of the Arbitrator selected or appointed shall be borne equally by the Township and the Union.

Section 5. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the benefits of this Agreement which would have accrued to him had there been no grievance.

Section 6. Both parties agree to accept the decision of the Arbitrator as final and binding subject to the parties' appeal rights. If the Township fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has the right to take all legal

and economic action to enforce compliance.

ARTICLE 14 AMENDMENTS

14.1 No amendment, alteration or modification of this Agreement shall be binding unless it is in writing and signed by the Board of Supervisors, and a duly authorized representative of the Union.

ARTICLE 15 SAVINGS CLAUSE

15.1 If any provision of this Agreement is found to be invalid under any Federal and State law wherein this Agreement is executed, such provision shall be modified to comply with the requirements of Federal or State.

ARTICLE 16 CHECK-OFF FOR CREDIT UNION

16.1 The Township will make payroll deductions for any lending institution at the express instruction of any employee who desires such deductions.

ARTICLE 17 MAINTENANCE OF STANDARDS

17.1 The Township agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

17.2 This provision does not give the Township the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 18 CONTINUITY OF WORK

18.1 The Township agrees that there will be no lockout of any employee or employees during the life of this Agreement and the Union agrees it will not authorize, sanction or condone any strike, slowdown or interruption of work.

ARTICLE 19 EXTRA CONTRACT AGREEMENT

19.1 The Township agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 20 UNIFORMS

20.1 The Township will purchase and maintain work uniforms for all full-time and regular part-time employees of the Highway Department. Employees shall be required to follow all applicable Township policies or requirements governing uniform replacements. It will be

the responsibility of the employee to turn in all uniforms as a condition of replacement. Employees agree that they will not wear uniforms to do off duty work. The supplier of the uniforms shall be approved by the Township.

ARTICLE 21 SEASONAL EMPLOYEES

21.1 Seasonal Employees are hired to work for a specific department to perform specific jobs for a definitive period of time during the year. Generally speaking, Summer seasonal work shall take place during the months of March, April, May, June, July, August and September, and include, but not be limited to, mowing grass, landscaping etc. Winter seasonal work shall take place during the months of October, November, December, January, February and March and include, but not be limited to, snow and ice removal.

The hiring of seasonal workers will not negatively affect or reduce the number of current full-time employees, nor is it the intention of the parties to replace full-time employees by using seasonal employees. Any hours over forty (40) per week shall be offered to full-time employees first, then seasonal help. The number of seasonal employees shall not exceed three (3) people during Summer seasonal work and five (5) people during Winter seasonal work. The Township shall notify the Union in writing as soon as practical of all seasonal employees and the hours they work. The hiring of seasonal employees shall be at the sole discretion of the Township to temporarily meet the safety and workforce needs. Seasonal employees are not part of the bargaining unit and are not covered by the terms of this agreement. Time limitations may be extended by written consent of the parties.

ARTICLE 22 DURATION

22.1 This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until December 31, 2026 and thereafter shall continue in effect from year to year unless either party to this Agreement gives written notice to the other party no less than one-hundred eighty (180) days nor more than two-hundred ten (210) days prior to the termination date of this Agreement of its' intention to propose amendment.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed this _____ day of _____, _____.

FOR THE UNION:

FOR THE TOWNSHIP:

Edgar H. Thompson
President, Teamsters Local No. 776

Board of Supervisors

William A. Olmeda
Business Agent, Teamsters Local No. 776