

AGREEMENT
BETWEEN
TEAMSTER LOCAL 773
AND
ELDRED TOWNSHIP



DURATION: JANUARY 1, 2018
THROUGH DECEMBER 31, 2020

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Article 1 – Agreement

Eldred Township (hereinafter referred to as the “Township”) and Teamsters Local Union No. 773, affiliated with the International Brotherhood of Teamsters (hereinafter called "Union") This Agreement is intended to govern the hours of work, wages, and working conditions of all employees employed in the classifications set forth in this agreement (hereinafter called employees) employed by the Township.

As used in this Agreement, the term “employee” includes all employees covered by this Agreement, whether male or female, and the use of the masculine pronoun or other masculine terms shall include the feminine.

Article 2 – Recognition

Pursuant to the certification issued by the Pennsylvania Labor Relations Board in Case No. PERA-R-16-337-E, the Township recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time blue collar non-professional employees including but not limited to road crew/public works employees; and excluding the management level employees, supervisors, first- level supervisors, confidential employees and guards as defined in the Act.

Article 3 – Maintenance of Membership and Dues Check-off

Section 1 – Maintenance of Membership:

The Township agrees that all employees who are presently members of the Union or who become members of the Union during the term of this Agreement shall become subject to the “maintenance of membership” provisions as defined in Article III, Subsection (18) of the Public Employee Relations Act 195.

Employees who are or who may become members of the Union may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

Section 2 – Dues Check-off:

The Township agrees to deduct from the first full pay of the month of all employees covered by this Agreement, the dues, initiation fees and assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions to the Secretary-Treasurer by the 15th of the month from when the deduction is made. Any initiation fees shall be deducted weekly (excluding the week that dues are deducted) in

twenty-five dollar increments. Written authorization will be provided by the employee; the same is to be furnished in, the form required. No deduction shall be made which is prohibited by applicable law.

Section 3 - Indemnification:

The Union shall indemnify the Township and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of actions taken or omitted by the Township for the purpose of complying with this Article.

Article 4 – Seniority

Section 1 – Seniority

Seniority is based on the length of continuous service the employee has with the employer. Seniority shall be accumulated during absence due to illness or injury, layoff or leave of absence as long as such seniority is not terminated in accordance with other provisions of this agreement. If re-employed following the loss of his/her seniority, an employee shall be deemed a newly-employed employee for all purposes under this Agreement.

Section 2 – Seniority Rights

Seniority shall be terminated by discharge, voluntary resignation, layoff in excess of one (1) year, by an unexcused absence for three (3) consecutive working days without a valid excuse, by a continuous absence for twelve (12) months for a non-occupational injury or illness, or by a continuous absence for eighteen (18) months for an occupational injury or illness, by failing to return upon expiration of a leave of absence, or accepting other employment while on leave of absence.

Section 3 - Layoffs

When it becomes necessary to reduce the working force, the last employee hired in each classification covered by this agreement shall be laid off first. When the force is again increased, the employees are to be recalled to work in the reverse order in which they were laid off provided such employees are capable of performing the available work.

Section 4 - Recall from Layoff

In the event of recall from layoff, an employee so laid off whose seniority has not terminated shall be given 5 (five) working days' notice of recall mailed by a trackable method to his last known address. The laid off employee must respond to such notice within three (3) working days after receipt thereof and be able to report for work within seven (7) working days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 5 - Posting List

Within thirty (30) days after the ratification of this Agreement, and at least quarterly thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union. Claims for corrections to such seniority list must be made to the Township and the Union within thirty (30) days after the allegedly inaccurate posting is initially made; after such time the seniority list will be regarded as being correct. After the establishment of the original seniority list, a list of employees arranged in the order of their seniority and hiring date shall be posted in a conspicuous place at their place of employment no less than every ninety (90) days.

Section 6 - Probationary Employee

The probationary period for all new full-time employees shall be ninety (90) calendar days. For new part-time employees, it shall be 180 calendar days. During this probationary period, a probationary employee may be terminated by the Township and the probationary employee

shall not have recourse under ARTICLE (7) – Grievance and Arbitration, of this Agreement. At the completion of the probationary period, the new employee shall be placed on the Township’s seniority list and his seniority for all purposes shall be established as the date of hire that began his latest probationary period. The Township agrees to notify the Union of all new hires, including names, addresses and phone numbers for the new hire.

Article 5 – Inspection Rights

A duly authorized representative of the Union, who has coordinated a date and time which has been agreed to by the Township, will be permitted to visit the premises of the Township at a reasonable time, for the purposes of transacting business of the Union, including examination of time sheets and other records, as deemed acceptable by law, pertaining to the computation of compensation or fringe benefits of any member who is part of this agreement, and if in dispute. This “examination” does not include any inspection which would violate any Health Insurance Portability and Accountability Act (HIPAA), I.E. “Personal Health” information or other personal confidentiality laws, without the express written release of the employee covered by this agreement.

If the purpose of the visit is solely for visitation, the duly authorized representative of the Union will confine the visit to times that the employees of the bargaining unit are on non-productive times.

Article 6 – Shop Stewards and Union Representatives

Section 1 - The Union may designate one (1) Shop Steward and one (1) alternate Shop Steward from the Township's Seniority List. The authority of Shop Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The investigation, presentation, and processing of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate Union action.
- c. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
 1. Have been reduced to writing, or
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with Township's business.

Section 2 - Shop Stewards shall have no authority to take strike action, or any other action interrupting the Townships business, except as authorized by official action of the Union, and notified in writing to the Township.

Section 3 - The Township recognizes these limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of the agreement.

Section 4 - Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township, meeting with a union official. This will require prior approval of management if occurring on Township property or during working hours; which approval shall not be unreasonably denied. This shall be done on unpaid time. Employees will suffer no loss in pay or time for attending grievance meeting with management.

Section 5 – The Township agrees to provide suitable space for a bulletin board, in the Township garage area, for posting of the Union. It shall be the responsibility of the Union or its members to procure a bulletin board for Union postings. There shall be mutual agreement by the Union and the Township on the physical location to hang said bulletin board. Postings on the bulletin boards are to be confined to official business of the Union and Union information for the members of the bargaining unit. There shall be no disparaging postings on said bulletin board, and all documentation shall be appropriate and in good taste.

Article 7 – Grievance Procedure

Section 1 – Grievance Procedure

Any grievance or dispute over interpretation, or application of this agreement or Township Policy, may be handled in the manner provided by this Article. Any grievance not presented within ten (10) days, (excluding Saturdays, Sundays, and Holidays) from the date of occurrence or becoming aware of the occurrence will not be recognized. In cases of suspension or discharge, the grievance may be presented within thirty (30) days. It is the intent of the parties to settle grievances as quickly as possible.

Step 1: The Union Steward may raise any grievance or dispute with their Supervisor or their designee and attempt to reach a satisfactory solution.

Step 2: If no solution can be reached, the Steward may refer the matter in writing to the Business Agent and the Business Agent may take the matter up with the Supervisor or their designee in an endeavor to adjust the matter. The Supervisors or their designee will respond to the written grievance within five (5) workdays.

Step 3: If the Union and the Supervisors or their designated representatives fail to reach an agreement or adjustment satisfactory to the Union, the Union may, at its discretion, submit the matter to an arbitrator selected from a list submitted by the AAA for his recommendation as to proper settlement thereof. The list of arbitrators will be chosen from the AAA Philadelphia Office panel. The demand for arbitration must be submitted to AAA within thirty (30) working days of the Supervisors' response.

Section 2 – Arbitration

The fee of the arbitrator and cost of the hearing room shall be borne equally by the Township and the Union. The decision of the arbitrator shall be final and binding upon both parties and any award made shall be promptly put into effect. The decision of the arbitrator shall be made in writing within one month of the time that all hearings have been completed and the matter has been finally submitted to him for determination.

The arbitrator shall have no authority to:

- (a) Amend; modify, change, add to, subtract from, or ignore any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure as provided for in this Agreement;
- (b) Base any decision on any practice or custom which is inconsistent with any provision of this Agreement;
- (c) Award any monetary compensation or pay other than actual wages lost, unless said compensation is specifically provided for in this Agreement;
- (d) Render an award on any grievance occurring before the effective date or after the termination date of this Agreement.

Article 8 - Discipline

Section 1 – The Township shall not discipline, suspend, demote or discharge an Employee without just cause.

Section 2 – Any disciplinary action must be by proper written notice to the employee, the steward, and the Union Business Agent. Verbal and written discipline must be issued within ten (10) working days of the alleged incident or upon becoming aware of the incident that gave rise to the discipline. In the case of discharge, the written notice must be issued within thirty (30) working days of the alleged incident or upon becoming aware of the incident that gave rise to the suspension or discharge.

Section 3 - Except in cases warranting immediate discharge, the Township will implement progressive disciplinary steps. The Shop Steward and the Business Agent shall be promptly given copies of all written warning notices and allowed to address the problem.

Section 4 – No material detrimental to an employee's work history shall be placed in his/her personnel file before the employee has had an opportunity to review the material. The employee shall have a right to submit a written answer which shall be attached to the file copy. The employee may sign such material only to acknowledge its entry into the file and with no admission of agreement. Should the employee elect not to sign such document, such

refusal shall be noted on the file before entering.

Section 5- All verbal or written disciplinary warnings and suspensions shall remain in effect for a period of twelve (12) months from the date of said warning notice or suspension.

Section 6 - Upon discharge, the Township shall pay all monies due to the employee no later than the next pay period. Upon quitting, the Township shall pay all money due to the employee no later than the second payday following such quitting. If an employee is suspended as provided for in this Article, pending final disposition of said suspension the Township shall continue to make the required contributions for agreed to benefits.

Section 7 – The Employer shall have the right to publish and enforce reasonable disciplinary rules and safety regulations and enforce amendments or restatements of same provided however, they do not conflict with provisions contained in this agreement. Additionally, the Union reserves the right to contest the reasonableness of such rules and regulations through the grievance and arbitration procedures.

Article 9 – Harassment and Non-Discrimination

The Township is an "equal opportunity Township." The Township will not discriminate in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of an individual's sex, race, ethnicity, national origin, age, religion, sexual orientation, Union Membership or any other legally protected characteristics.

The Township is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, sexual orientation, Union Membership or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the Township as a result of bringing complaints of unlawful harassment.

Article 10 – Non-Bargaining Unit Workers

The Employer may use non-bargaining unit workers to perform work which bargaining unit employees have not previously performed; to perform bargaining unit work when bargaining unit employees are otherwise unavailable for such work; or to supplement bargaining unit employees for a specific project for a specific time.

Part-time bargaining unit employees shall not be assigned to perform work that would otherwise be performed by full-time bargaining unit employees unless the full-time employees are also scheduled to perform such work or have been offered and declined such work, or are otherwise unavailable for such work.

Except in an emergency and with Supervisor approval, employees may not work more than sixteen (16) consecutive hours, without a break of at least eight (8) hours. When bargaining unit employees reach this maximum hour limit, the employer may use non-bargaining unit workers to perform the work until bargaining unit employees are available.

Article 11 – Military Leave

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

Article 12 – Savings and Separability

If any Article or Section of this Agreement or if any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance

with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Township or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice such dispute shall be subject to the grievance procedures of this Agreement.

Article 13 – Leaves of Absence

Section 1 – Any employee desiring a leave of absence, not to exceed three (3) months from his employment must submit such request in writing. Such request must include the time period and reason for the leave of absence. If approved by the Township, the Township shall authorize the leave of absence in writing. The Township may deny the leave of absence request for any reasonable reason.

Section 2- The employee must make necessary arrangements for continuation of healthcare benefit payments before the leave may be approved by the Township. The Township and the Union shall be held harmless against all claims if the employee fails to comply with all provisions of this Article.

Section 3 - The following provisions shall apply to all approved leaves of absences. Failure to comply with any of the provisions of this Article shall result in the loss of seniority rights.

a. No leave of absence shall be granted to an employee for self-employment work activity or to accept employment elsewhere.

b. Exceeding a leave of absence without written permission.

Section 4 – An employee shall use all earned benefit time to cover any otherwise unpaid leave of absence. An employee may elect at their discretion to retain up to five (5) vacation days, and three (3) sick days.

Section 5 - Notwithstanding anything herein to the contrary, the provisions of this Article shall be administered consistent with applicable laws.

Article 14 – Computer Tracking Devices or GPS

Section 1. The Township and Union acknowledge that the GPS monitoring systems in Township vehicles may be used for a variety of reasons. These reasons include but are not limited to: mapping out routes, helping the Township locate stolen vehicles, avoiding theft, monitoring productivity, and ensuring employee safety and the prompt dispatch of assistance if needed. The parties further agree that the goal of the Township's use of GPS technology is to maximize the safety of its employees and to service the general public. The parties agree that GPS will not be the sole reason used to impose discipline.

Section 2. All union members, including any new hires, shall be informed of vehicles carrying a GPS monitoring system.

Section 3. The Township reserves the right to take advantage of any new and emerging technology in an effort to maximize and enhance the efficiencies of the Township operation, including its employees and their safety, on behalf of its residents. The Township may use said technologies to keep track of its assets and all personnel.

Article 15 – Firefighting Leave

Section 1. Regular, full-time employees who are active members of the local fire department may, conditions permitting, be granted a leave of absence with pay when called upon to perform firefighting or emergency rescue work during an emergency or other disaster. When leaving work for such an emergency, circumstances should be such that the employee's assistance is in fact required. Before leaving work for this purpose, permission must first be

obtained from the employee's supervisor.

Section 2. The employee shall return to work immediately upon completing his/her task and/or learning that his/her services are not required to bring the emergency incident to a successful conclusion. This may at times be before emergency units even respond, and will often be prior to the time that emergency units are released from the scene.

Article 16 – No Strike – No Lockout

Section 1. The Union agrees that there will be no strikes (whether general, sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, or any other interference with the Township's operations during the term of this Agreement. No Union officer, or agent, nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this section.

Section 2. The Township agrees not to conduct a lockout during the term of this Agreement.

Section 3. The Union agrees that, in the event of any violation of this section, the Union will immediately order that such violation cease. The Union, and union stewards will use their best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. In addition to other remedies available to it, the Township may impose any disciplinary action, including discharge, upon any and all employees involved in a violation of Section 1.

Article 17 – Non-Waiver

A waiver or failure to enforce any provisions in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor preclude either party from relying upon or enforcing such provision in any other case. Should the Township decide to enforce a policy that was otherwise unenforced, the Township agrees that it will post the provision for two weeks prior to the enforcing of said policy.

Article 18 - Integration

In as much as during the negotiations the parties have had the opportunity to make proposals with respect to any matter, and the settlement of those matters are set forth herein, it is acknowledged that for the life of this Agreement, the Employer and the Union agree that the other shall not be obligated to bargain collectively with respect to any matter referred to, or covered in this Agreement. Any alterations or modifications to this Agreement must be made by and between the parties hereto and must be in writing.

Article 19 – Time Recording

The Employer may institute the use of time clocks or other mechanical, electronic, digital, or web-based time-recording devices for the purpose of recording and tracking employees' reporting to work, leaving work, taking lunch, etc. Before actually implementing the use of such device(s), the Employer will meet and negotiate with the Union regarding issues related thereto, such as the time increments to be used for pay purposes, "rounding" of time, location of "clocks", etc. If the parties do not reach an agreement sixty (60) days after commencing such negotiations, the matter may be submitted to an arbitrator who shall have the authority to determine only the issues in dispute, but not whether or not there will be such time recording device instituted.

Article 20 – Smoking Policy

The Township recognizes that smoking in the workplace can adversely affect its employees and thus restricts smoking within all its facilities.

1. Smoking is prohibited in all Township buildings, parks, vehicles and machinery.
2. Employees may contact the Township Supervisors for information regarding the effect of smoking and the availability of smoking cessation programs.

Article 21 – Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory, constitutional and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer including, but not limited to, the rights, in accordance with their sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall employees; to set the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down or relocate operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, assignment, or service; to control and regulate the use of space, equipment, and other property of the Employer; to introduce new or improved procedures, methods, materials, and equipment; to determine the number, location and operation of departments, divisions, and all other units; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the Employer's mission and to direct its employees.

The failure to exercise any right, prerogative, or function hereby reserved, or the exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of the right to exercise such right, prerogative, or function or preclude exercising the same in some other way not in conflict with the express provisions of this Agreement. If the Township would like to exercise any right, prerogative, or function that affects the bargaining unit that it had otherwise not exercised, then the township will post its intention to do so for two weeks prior to the exercising of said right, prerogative, or function.

The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

Article 22 – Drug & Alcohol Testing for Non-CDL Employees and Situations

Section 1. Reasonable Suspicion and Post-Accident Testing:

The Employer shall have the right to establish a drug and alcohol testing program for reasonable suspicion and post-accident testing for all employees.

Section 2. For purposes of this program, triggering “accidents” shall be as follows. For a vehicular accident, it must be one which results in a fatality, or bodily injury to a person who receives medical care away from the scene of the accident, or a citation of the driver, or there is more than \$1,500.00 in property damage resulting from the accident. For a non-vehicular accident, it must be one which results in a fatality, or bodily injury to a person who receives medical care away from the scene of the accident, or there is more than \$1,500.00 in property damage resulting from the accident.

Section 3. The term “reasonable suspicion” as used in this policy means that there is the existence of a reasonable belief that the employee is engaged in the prohibited use of drugs or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators of probable drug or alcohol use. Circumstances or conditions which may support such a belief include, but are not limited to: significant impairment or deterioration of job performance; exhibition of abnormal mental or physical conditions or behavior; observations relating to speech, and/or appearance; engaging in or exhibiting conduct which jeopardizes the safety of the workplace, employees, property or the public.

Section 4. The Union shall be notified when an employee is to be tested for reasonable suspicion. A Shop Steward shall be permitted to witness the employee’s conduct where feasible, and/or testing.

Section 5. Two supervisors, one of whom has been trained in the detection of symptoms of drug and/or alcohol use, shall substantiate the decision to perform a reasonable suspicion test on an employee. The concurrence between the two supervisors may be by telephone, email or text. The supervisor shall submit a written report to the Supervisors or their designee within twenty-four (24) hours detailing the circumstances which formed the basis to warrant testing. This report shall be forwarded to the Union within forty-eight (48) hours of its submission to the Supervisors or their designee.

Section 6. Testing:

- (1). Test procedures, devices, operator, record keeping, shall be performed in accordance with federal (CDL) regulation guidelines.
- (2). This procedure shall require only urine testing for drugs. Alcohol tests may use breath and/or blood.
- (3). Employees may obtain a second test of the same sample at their own expense.

Section 7. Positive Drug or Alcohol Tests

(1). **First Offense:** The first offense shall result in a thirty (30) day suspension. The employee shall be evaluated by a substance abuse professional (SAP). The employee must complete any treatment recommended by the SAP, take a return-to-duty test which must have a negative result, and be subject to a follow-up testing protocol for up to one year. If the return-to-duty test has a positive result, the employee shall be required to pay for the test. An employee shall be permitted to use accumulated paid leave for periods of treatment, if such treatment exceeds the thirty (30) day suspension.

(2). **Second Offense:** Testing positive within three (3) years of the first positive test shall be grounds for termination. Employees who test positive three (3) or more years after the first positive test shall undergo a second rehabilitation program and return-to-duty test as set forth in paragraph (a) above, and shall be subject to unannounced follow-up drug and alcohol testing for at least twenty-four (24) months and a maximum of thirty-six (36) months.

Section 8. The Employer shall recognize Alcoholics Anonymous and Narcotics Anonymous as bona fide outpatient treatment programs provided the SAP recommends it and the employee presents documentation that he/she attended at least twenty (20) AA or NA meetings.

Section 9. Refusal to Undergo Drug and Alcohol Testing: Refusal to be tested shall result in a thirty (30) day suspension for a First Offense. A Second Offense within three (3) years will result in termination.

Section 10. Miscellaneous

Where an employee has engaged in conduct that is committed in conjunction with a drug or alcohol offense, which would otherwise subject the employee to discharge, the Employer may refuse to permit or accept participation in a rehabilitation program as an alternative for discipline, and retains the right to discipline the employee, up to and including

termination of employment. In the event that a non-probationary employee has engaged in such conduct, and the Employer refuses to permit or accept participation in a rehabilitation program, and the Employer disciplines or discharges the employee for that conduct, then such discipline or discharge is grievable and arbitrable under the grievance and arbitration procedures of this collective bargaining agreement.

Section 11. Meet and Negotiate

Before finalizing and commencing this program, the Township and the Union will meet and negotiate to address any necessary elements of said program not addressed above.

Section 12. Pay and Location

It is agreed that all time spent in complying with this Article (Township drug and alcohol testing policy) will be done on the clock. It is further agreed that any and all drug and alcohol testing will take place at an off-site professional testing facility.

Article 23 - Hours of Work

Section 1. The normal work week for all full-time employees covered by this Agreement shall be forty (40) hours, Monday through Friday, 6:30 a.m. to 3:00 p.m., with one (1) paid fifteen (15) minute break and a one-half (1/2) hour unpaid lunch break.

Section 2. Time and one-half (1 ½) will be paid for all hours worked in excess of forty (40) hours in any one work week. Any time worked on a Sunday or a Holiday shall be paid at time and one-half (1-1/2) the normal straight time hourly rate.

Section 3. Holidays, Vacation, PTO, Jury Leave, and Bereavement leave shall count as time worked for all employees for the purposes of computing overtime.

Section 4. There shall be no pyramiding or duplication of any premium pay or overtime. When work falls within two (2) or more overtime or premium pay classifications, only the highest single overtime or premium rate shall be paid.

Section 5. All overtime must be approved in advance by the Superintendent or by a Township Supervisor.

Section 6. The Employer shall have the right to change the scheduled days and/or hours of work for full-time employees for a specific job or project upon giving seven (7) calendar days notice to the affected employees and the Union. The Township will not use this provision as a way to avoid overtime such as snowplowing.

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Call Out

a) Any full-time employee called to work before or after their regularly scheduled work hours shall be assured a minimum of one and one half (1½) hours pay at time and one-half (1 ½).

b) To receive this minimum call out pay, the time worked must be separate from and not an early start or continuation of a regular work day. However, the actual hours of an early start shall be paid at a rate of time and one half (1 ½).

c) When it becomes necessary to call employees out for any reason, there will be

for the purpose of safety, a minimum of two employees called out. Except that when the Public Works Supervisor responds, he may elect to call out only one bargaining unit employee.

Article 24 – Holidays

It is agreed that the following eleven (11) days shall be observed as holidays with full pay for all full-time employees:

New Year's Day	Veterans Day
Martin Luther King	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	

Section 1. If an employee performs no work on one of the said holidays, the employee shall be paid for eight hours of pay on that day at their regular hourly rate, Time and one half (1-1/2X) will be paid for all work performed on one of the said holidays, plus the holiday pay.

Section 2. If a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

Section 3. In order to receive holiday pay, an employee must work the full day preceding the holiday and the full day following the holiday, or be on an approved day off.

Section 4. Employees on leave of absence, layoff, or workers' compensation will not be eligible for holiday pay._

Section 5. New employees are eligible to receive holiday pay after their first thirty (30) days of employment.

Article 25 – Bereavement

Section 1. All full-time employees, upon the death of a member of their immediate family, shall be given a three (3) day leave of absence with pay. Immediate family shall include only: current spouse, children (adopted and step), parents and step parents, sister and brother (step and adopted).

Section 2. In the event of the death of an employee's mother-in-law, father-in-law, grandparents, brother-in-law or sister-in-law, the employee will be granted two (2) working days off with pay.

Section 3. In the event of death of an employee's uncle, aunt, first cousin, niece, nephew, the employee shall be entitled to a maximum of one (1) scheduled calendar day with pay to attend funeral or burial arrangements.

Section 4. Bereavement leave must be utilized by an employee within sixty (60) days from the date of death or it is hereby waived.

Section 5. The paid leave of absence shall be eight (8) hours of pay at the employee's straight time hourly rate for the allocated time frames outlined in the above sections. If eligible and approved, Employees may utilize other paid time off (PTO) in conjunction with paid bereavement leave.

Article 26 – Vacations

All full-time employees shall accrue vacation leave with full pay each calendar year as follows:

After 1 year of employment	5 days
After 3 years of employment	10 days
After 5 years of employment	15 days
After 9 years of employment	20 days

Section 1. A day's vacation shall consist of eight (8) hours pay at the employee's straight-time hourly rate.

Section 2. Employees may use vacation in increments of one-half (1/2) day. All Vacation time must be taken in the current year.

Section 3. Any employee who is called back and voluntarily returns to work from their vacation shall be given another vacation period with pay for the same number of previously scheduled vacation days that they worked, or the employee may elect to take vacation pay in lieu of additional days off.

Section 4. Vacation will be adjusted for time lost while on disability except Workers' Compensation, an approved leave of absence, or layoff at the rate of one (1) twelfth of the applicable accrual for each month not worked. Any period of time equaling more than one-half (1/2) of a month will be considered as a full month.

Section 5. Upon voluntary quit with 2-weeks' notice or retirement from employment, all accrued vacation time shall be paid to the employee in full by the following pay period.

Section 6. Vacations will be scheduled for the mutual convenience of the employee and the Township. To insure continuance of operations, however, the final determination will rest with the Township; provided that approval shall not be unreasonably denied.

Article 27 – Safety & Welfare

Section 1. Employees shall be provided all safety apparel, equipment and personal protective devices in the prescribed manner. Employees must use such equipment as directed and shall cooperate to the best of their ability in the prevention of accidents. No employee shall be required or compelled to do anything that is illegal or reasonably determined to be unsafe.

Section 2. The Township will reimburse all employees for the purchase of work shoes to the maximum amount of \$150.00 each year of the Agreement. In order to be reimbursed, the employee must provide a receipt.

Section 3. Uniforms will be provided to Employees by the Township, and must be worn at all times.

Section 4. Employees shall immediately report accidents to their supervisor and complete a Report of Injury form by the next regular working day.

Section 5. In the event of a workplace injury requiring medical attention, Employees agree to follow the Workers' Compensation Law.

Article 28 – Health & Welfare

Section 1. The Township agrees to maintain and pay for the current Medical Plan in effect at the signing of this agreement, or a similar plan, for all full time employees, his spouse and his dependents. This includes the current employee contributions toward premium. Full-time employees will be eligible for the Medical Plan beginning the first day of the month following completion of thirty (30) days employment. Commencing May 1, 2018, employees shall pay a contribution toward premium equal to ½ of any increase in the employee coverage premium and 50% of the amount by which the dependent coverage premium exceeds the employee coverage premium.

Short Term Disability

The Township shall provide and maintain the current short term disability plan.

Life Insurance

A voluntary Life Insurance Policy shall be provided to all employees. The employee shall pay for the cost of such policy.

Continuation of Medical

Full time employees on approved sick and accident leave (disability) shall be covered by the medical program for a period of six (6) months. If any employee is on leave of absence due to an injury or illness received on the job (worker's compensation), they will be covered by the medical program for a period of twelve (12) months. For purposes of layoff, coverage shall continue until the end of the month in which laid off.

Opt Out

A full-time employee who declines all Medical Plan coverage ("Opt Out"), will receive a monthly payment in the amount of two hundred and fifty (\$250.00).

Article 29 – Paid Time Off (PTO)

Section 1. Full time employees after one year of employment, will receive the following paid time off (PTO):

Full time employees 6 days per year

Newly hired full-time employees, in their first year, will receive three (3) days after six (6) months.

Section 2. PTO days may not be carried over and will be paid out at the end of the year, at 100% value.

Section 3. PTO leave may be used in one half (1/2) day increments. PTO must be scheduled with no less than 24 hours' prior notice, except in emergencies or illness.

Section 4. Employees who are on sick leave for three (3) consecutive days must submit a medical certificate to the employer stating the reason they were absent.

Section 5. Employees who retire or voluntarily quit with two (2) weeks' notice shall receive reimbursement for banked PTO days at one hundred percent (100%) their value.

Section 6. If the Township has reason to believe that an employee is not fit for duty, the Township may require medical evidence satisfactory to the Township in order to assure the employee is fit to resume or continue their duties without jeopardizing the health or safety of him/herself or others. This may include, at the Township's discretion and consistent with business necessity and job-relatedness, a medical examination by a licensed physician of the Township's choosing, on Township time and at the Township's expense. Where an employee is found to have a restriction or limitation as a result of this examination, the Township will work with the employee and the Union to find a reasonable accommodation for such restriction or limitation in accordance with the Americans with Disabilities Act (ADA).

Section 7. In the final year of an employee's employment, PTO days earned during that year will be prorated, and if the employee has used more PTO days in that year than earned through this proration, the excess shall be deducted from the employee's final pay.

Article 30 – Jury Leave

Section 1. Any full time employee who is called and reports for service as a juror shall be paid by the Employer for each day of service on which they otherwise would have worked. The employee shall be paid eight (8) hours of their regular straight time rate for each day served. In order to qualify for payment, an employee must:

- a) Notify their immediate supervisor no later than their first scheduled work shift after receipt of notice of their selection for jury duty, and
- b) Furnish a written statement from the appropriate public official showing the dates and times served.
- c) The maximum allowable time that an employee will receive compensation for jury duty is two (2) weeks in a calendar year. In the event that an employee's jury duty exceeds two (2) weeks, the employee may use accrued, available benefit time to continue to be paid during such service, provided however that no employee shall receive discipline for serving on a jury.

Article 31 – Wages

Employees shall receive the following hourly wages as follows:

	<u>Effective as of</u> 2018	<u>January 1,</u> 2019	<u>January 1,</u> 2020
Full-time road crew (3%)	<u>18.23 (5%)</u>	<u>18.77 (3%)</u>	<u>19.34</u>
Part-time road crew	<u>16.05</u>	<u>17.70</u>	<u>19.34</u>

- Employees shall be paid on a bi-weekly basis. Township may change to mandatory direct deposit.
- The normal pay day will be Thursday by the end of the normal work day.

New Hire Wage Rate Progression

New Hires will be paid 95% of the applicable rate. Upon successful completion of their probationary period, they shall be paid the full applicable rate.

Longevity Pay

Beginning with the year 2018, employees shall receive longevity pay on the employee's anniversary date. The longevity pay shall be based on all consecutive years of service, including as a full-time or part-time employee. At the time of payment, if the employee is employed in a full-time capacity, the employee shall receive longevity pay at a rate of \$50.00 per year of applicable service; an employee in part-time status at the time of payment shall receive longevity pay at a rate of \$25.00 per year of applicable service.

Article 32 – Compensatory Time

Section 1. Compensatory time (comp time), in lieu of paid overtime, may be accrued by an employee in the amount of overtime hours worked. This is to mean if eight (8) hours of overtime are worked (at 1 ½ times rate), twelve (12) hours of comp time may be accrued. An employee shall be given the choice of taking comp time in lieu of paid overtime. Comp time shall be used in minimum of four (4) hour increments. Requests to use comp time shall be administered like vacation requests. Maximum comp time earned and accumulated is to be eighty (80) hours. Comp time will be paid out at the end of the year. All other requirements relating to vacation time and personal time shall not be affected and remain in force.

Article 33 – Schooling, training and Township Business

Section 1. Should the Township decide that it requires one or more employee(s) to have a special license, further education, or certification to complete their daily job requirements, including a CDL, then the Township shall offer the opportunity to the bargaining unit in seniority order. The Township will be responsible for paying for course and course materials

costs pertaining to the licensing, education, and/or certification necessary to fulfill their new job requirement. The Township will also pay for all hours the employee spends during actual class and test taking in order to obtain the license, education, and/or certification needed to complete their job responsibilities as assigned by the Township. The Township will also pay mileage for personal auto travel for attending class and tests; as well as for the employee's travel time.

Section 2. Schooling or educational classes the employee desires to attend must be approved by the Township Board of Supervisors, before the Township will be responsible for paying for the class.

Section 3. Any employee on Township business shall be paid for mileage at the current IRS rate if they are using their personal vehicle.

Article 34 – Retirement Fund

Section 1. The Township will continue to offer and participate in the current pension plan.

Article 35 – Term of Agreement

This Agreement shall be in full force and in effect from January 1, 2018 to and including December 31, 2020. If either party wishes to amend, modify, or terminate this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to an applicable expiration date. In the absence of the service of such notice, this Agreement shall automatically renew itself for a period of one year and from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this XX Day of Month, 20XX.

For the Township

For Teamster Local 773

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