

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF SPRINGGETTSBURY**

**YORK COUNTY, PENNSYLVANIA**

**AND**

**TEAMSTERS UNION LOCAL 776**

**FOR**

**THE YEARS**

**2018, 2019, 2020, 2021 and 2022**

*Approved by Springettsbury Township March 8, 2018  
Approved by Teamsters Local 776 January 29, 2018*

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## PREAMBLE

**THIS AGREEMENT** made and entered into by and between the Township of Springettsbury, York County, Pennsylvania (hereinafter called "Township") and Teamsters Union Local 776 (hereinafter called the "Union").

## ARTICLE I - MANAGEMENT RIGHTS

- A. Except as specifically abridged or otherwise modified in this Agreement, the Township has and will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing and reserved in law or in practice to management, including, but not limited to the following: To determine the standards and quality of service to be offered by the Township; to determine the methods, means and personnel by which Township operations are to be conducted; to establish policy for the guidance and direction of all Township operations; to exercise control and discretion over its organization and operations; to establish reasonable work and productivity standards; to employ technology in the performance of its operations; to establish qualifications for employment and advancement by the Township; to direct and control employees in the performance of their duties; to schedule employees' duties to meet the needs of the Township; to take just cause disciplinary action for violations of reasonable rules of conduct; to determine staffing levels and relieve employees because of lack of work or for other legitimate reasons; and to generally promote efficiency in government and fulfill the Township's legal responsibilities.
- B. Department heads and supervisory personnel may operate all Township equipment from time to time under the following circumstances:
1. For the purpose of training or demonstrating operation of the equipment to Township employees authorized to operate such equipment. The appropriate steward will be notified in advance of such training or demonstration of equipment.
  2. When no Township employees authorized to operate the equipment are available through no fault of the Township and the health, safety or welfare of the public or other Township personnel could be jeopardized in the absence of such operation.
  3. It is understood and agreed the non-union employees, department heads, and supervisory personnel shall not operate equipment as a substitute for or replacement of union employees.

## ARTICLE II - RECOGNITION

- A. The collective bargaining unit to which this Agreement applies has been established in accordance with an Order of the Pennsylvania Labor Relations

Board dated June 5, 1981 extending recognition to employees of the Public Works Department and the Wastewater Treatment Department. The Township recognizes the Union as the exclusive representative of all full-time and all part-time employees specified above for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

B. For the purposes of this Agreement, the following definitions shall apply:

1. Full-time employee - an employee scheduled to work a workweek of 40 hours.
2. Part-time employee - an employee scheduled to work 20 or more, but less than 40 hours each week.
3. Temporary employee - an employee hired to perform a specific job or jobs for a period of time to cover peak seasonal work and to cover short term absences of full-time or part-time employees.

C. The Township and Union agree that the bargaining unit for which recognition is granted includes employees in the following classifications of positions:

<b>PUBLIC WORKS DEPARTMENT</b>	<b>WASTEWATER TREATMENT DEPARTMENT</b>
Laborer	Operator-In-Training
Laborer/Operator 1	Operator
Laborer/Operator 2	Lead Operator
Crew Leader	Maintenance Mechanic Helper
Automotive Mechanic	Maintenance Mechanic
	Lead Maintenance Mechanic

D. The positions listed in Article II, Section C exclude professional employees, management level employees, supervisors, first level supervisors, confidential employees and any other employees required to be excluded by Act 195 of 1970.

1. When new positions are created the Township and the Union will consult to determine whether this new position is within the scope of the bargaining unit. If the parties cannot agree, the matter shall be submitted to the PLRB for a unit clarification determination. The Township may create and fill the position subject to a final determination.
2. Any changes in job descriptions or in the classifications of existing positions shall be negotiable by the Township and the Union and be effective only upon agreement.
3. The Township and the Union shall meet to determine the proper wage rate for any new position or change in job descriptions or classifications.

### ARTICLE III - UNION SECURITY

- A. All employees who are members of the Union on the effective date of this agreement, plus those who shall thereafter become members, shall maintain membership in the Union upon such terms and conditions as the Union shall prescribe. The failure or refusal of an employee to become or remain a member of the Union shall not be basis for discipline or discharge of such employee.
- B. The Township will deduct Union dues and/or uniform assessments of the Local Union from the regular paychecks of those employees who authorize such deductions in writing and the Fair Share service fee and processing fee from those who the Union certifies are not members. The amount to be deducted shall be certified in writing to the Township by the Union and the aggregate deductions of the employees shall be remitted, together with an itemized statement to the Treasurer of the Union to be completed by Automatic Clearing House (ACH) transfer on or before the last day of the month in which such deductions are made with the understanding that ACH transfers will begin within six months from the signing of the 2018-2019-2020-2021-2022 contract.
- C. The Township and the Union agree that non-union members of the bargaining unit shall be subject to a Fair Share contribution pursuant to Pennsylvania Act 399 of 1993 (SB 399 and Amendments thereto). The Fair Share contribution rate for non-members of the bargaining unit shall be determined pursuant to the Pennsylvania Employer Fair Share Law. On or after 31 days following the date of hire, all employees who do not join the Union shall pay a monthly "Fair Share" service fee.
- D. It is understood and agreed that employees who have provided to the Township written authorization for dues deductions prior to the effective date of this Agreement will not be required to furnish a new written authorization and each such employee is deemed to have ratified his/her authorization previously given.
- E. The Union agrees to indemnify and hold harmless the Township for any loss or damage resulting from this Article. It is agreed that neither an employee nor the Union shall have any claim against the Township for any dues or fair share fee deductions made or not made, as the case may be, unless a claim of error is made in writing to the Township within thirty (30) days of the date such deduction was or should have been made.
- F. The Township shall provide suitable bulletin boards in the Public Works building, the Wastewater Treatment facility for the posting of Union information, notices, etc. Contemporaneous with such postings, copies of the same materials shall be forwarded to the Township Manager. No scurrilous, obscene, or otherwise inappropriate materials shall be posted.

- G. The Township recognizes the right of the Union to designate two stewards for each of the following departments: Public Works and Wastewater Treatment. A written list of the Union stewards shall be furnished to the Township immediately following their appointment or designation. It is agreed that the two stewards in each department will coordinate their activities and not duplicate time and effort.

Job stewards shall be allowed reasonable time during working hours to engage in the following activities after notifying his/her supervisor. Supervisor will allow time for this activity as work schedule permits.

1. The investigation and presentation of grievances in accordance with this Agreement.
2. The collection of dues and fair share fees when authorized by appropriate Union action if not withheld by the Township.
3. The transmission of such messages and information, which has originated with, and is authorized by the Union for dissemination, provided that such messages or information have been reduced to writing.
4. Job stewards have no authority to take strike action or any action interrupting the Township business, except as authorized by official action of the Union.
5. The employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts. The employer in so recognizing such limitations shall have authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement.
6. Stewards shall be permitted to investigate, present, and process grievances on, or off, the property of the Township, during normal working hours without loss of time or pay.

- H. All Union business, with the exceptions hereinafter enumerated, shall be conducted by employees and Union representatives off Township premises and outside of established working hours. The exceptions to this rule are:

1. The activities authorized in Article III, Section G of this Agreement.
2. The Union's Business Agent shall be given reasonable access to work locations during working hours, provided that prior to visiting any work location the Union shall have 1) notified the Township Manager or his/her designee of the purpose for the visit; 2) the Township Manager or his/her designee shall have determined that such visit will not interfere with Township operations; and 3) the Township Manager or his/her designee

shall have specifically authorized the visit. It is agreed that such authorization shall not be unreasonably withheld.

3. In the event that the requested time and/or location proposed by the Business Agent is denied because it would interfere with Township operations, the Township Manager or his/her designee shall set an alternate time and/or location for such visit within 48 hours of the original request and communicate the necessary information to the Business Agent.

#### **ARTICLE IV - SENIORITY**

- A. Seniority shall be determined by length of continuous service with the Township as follows:
  1. Probationary periods when completed shall be included in continuous length of service for determining seniority.
  2. Seniority of part-time employees shall exist only amongst other part-time employees.
- B. The Union shall be given copies of the seniority list, and copies shall be posted on bulletin boards provided for such purpose.
- C. An employee will lose seniority rights if:
  1. Absent from work for three (3) consecutive working days without notifying the Township as to the reason for his/her absence, unless notification is physically impossible.
  2. Quits, retires, or is justifiably discharged.
  3. Laid off for a period of twenty-four (24) or more consecutive months from last day worked.
  4. Fails to notify the Township of his/her 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 the letter; or, if employed elsewhere, and fails to return to work within fourteen (14) calendar days of receipt of the letter.

#### **ARTICLE V - HOURS OF WORK AND OVERTIME**

- A. The workweek, for payroll purposes, for all employees shall begin 12:01 a.m. Saturday, and end at midnight the following Friday.

- B. The regular workweek for Public Works Employees during the period October 5 through and including April 30 shall be forty (40) hours per week over five (5) consecutive days of eight (8) consecutive hours - Monday through Friday from 7:00 a.m. to 3:00 p.m. with one paid ten (10) minute break and one paid twenty (20) minute lunch period. The regular workweek for Public Works Employees during the period May 1 through and including October 4 shall be forty (40) hours per week over five (5) consecutive days of eight (8) consecutive hours – Monday through Friday from 6:30 a.m. to 2:30 p.m. with one paid ten (10) minute break and one paid twenty (20) minute lunch period.
- C. The regular workweek for Wastewater Treatment Employees shall be as follows:
1. The regular workweek for swing-shift Operators assigned to the Wastewater Treatment Facility shall be forty (40) hours per workweek, with one paid ten (10) minute break and one paid twenty (20) minute lunch period, arranged in a schedule which alternates a day shift (1<sup>st</sup> shift) with a middle shift (2<sup>nd</sup> shift) according to the following pattern:
    - a. Ten (10) consecutive days of eight (8) hours Monday through Friday from 7:00 a.m. to 3:00 p.m.; Saturday and Sunday from 6:00 a.m. to 2:00 p.m.; and Monday through Wednesday from 7:00 a.m. to 3:00 p.m. Four (4) consecutive days off Thursday through Sunday. Five (5) consecutive days of eight (8) hours Monday through Friday from 2:30 p.m. to 10:30 p.m. (2<sup>nd</sup> shift). Two consecutive days off Saturday and Sunday. Ten (10) consecutive days of eight (8) hours Monday through Friday from 7:00 a.m. to 3:00 p.m.; Saturday and Sunday from 6:00 a.m. to 2:00 p.m.; Monday through Wednesday from 7:00 a.m. to 3:00 p.m. Four (4) consecutive days off Thursday through Sunday. Five (5) consecutive days of eight (8) hours Monday through Friday from 7:00 a.m. to 3:00 p.m. (1<sup>st</sup> shift). Two (2) consecutive days off Saturday and Sunday.
  2. The regular workweek for one (1) Lead Operator, one (1) Lead Mechanic, one (1) Maintenance Mechanic, and one (1) Maintenance Mechanic Helper assigned to permanent first shift at the Wastewater Treatment Facility shall be forty (40) hours per workweek, with one paid ten (10) minute break and one paid twenty (20) minute lunch period. Five (5) consecutive days of eight (8) hours Monday through Friday from 7:00 a.m. to 3:00 p.m. Two consecutive days off Saturday and Sunday.
  3. The regular workweek for two (2) Operators, and one (1) Maintenance Mechanic assigned to permanent second shift at the Wastewater Treatment Facility shall be forty (40) hours per workweek, with one paid ten (10) minute break and one paid twenty (20) minute lunch period. Five (5) consecutive days of eight (8) hours Monday through Friday from 2:30 p.m. to 10:30 p.m. Two consecutive days off Saturday and Sunday.

4. If a third shift at the Springettsbury Township Wastewater Treatment Facility should be necessary, the Township agrees to meet and discuss the schedule for such shift with the Teamsters Local 776. The third shift shall be permanent and not swing with the other shifts.
- D. For both, the Public Works and Wastewater Treatment Departments, the Township shall have the right to offer alternate work times for weekends based upon Township needs. The employee shall be provided an alternate day off within the same pay period of the workweek. This shall be on a volunteer basis. The Township will provide two weeks' notice of the need for work on weekends.
1. All breaks and lunch periods will be at times established by the Township. Under normal circumstances, the break period will be two (2) hours after the start of an employee's shift and the lunch period will be four (4) hours after the start of the employee's shift.
  2. All lunch and break periods will be taken at the jobsite.
  3. Established break times and lunch period times may only be changed by the department head or his/her designee.
  4. The department head or his/her designee may change any break or lunch period times as required by job conditions.
- E. Part-time and temporary help may be used to supplement the work forces. Temporary employees are individuals hired to work in a specific department (Public Works and Wastewater Treatment) to perform specific jobs for a defined period of time not to exceed ninety (90) days per calendar year, per individual. They will be used to cover peak seasonal work and/or cover short-term absences due to illness, injury, authorized leave, or temporary vacancy. Temporary vacancies may only be covered by temporary help for a total of six (6) months, unless extended by mutual agreement of the Union and Township.
1. The hiring of temporary and part-time employees will not negatively affect or reduce the number of current full-time employees or the straight time hours they work. Temporary and part-time employees will not be used as a subterfuge from hiring full-time employees.
  2. The workweek of part-time employees shall be such schedule as the department head utilizing such employees shall determine. Part-time employees shall be paid wages at the same rate as full-time employees in the same classification of position. Except as otherwise provided in this Agreement, all fringe benefits provided in this Agreement to full-time employees shall be provided to part-time employees on a pro-rata basis determined by dividing the number of hours normally worked per week by the part-time employee by 40 (regular workweek hours).

3. Part-time employees will be considered first for full-time employment before the Township hires someone outside of the bargaining unit to fill a full-time position for which the part-time employee is qualified.
  4. If the total number of part-time hours worked within an individual department (Public Works and Wastewater Treatment) exceeds 220 hours per month, for eight (8) months in a twelve-month period, the Township and Union shall meet and discuss the possible additions of additional full-time help.
- F. When a full-time employee, after departing from his/her regular scheduled shift is officially ordered to report back to work for emergency services or reasonably foreseeable weather-related services he/she shall be compensated for a minimum of three (3) hours work at time and one-half his/her regular rate or time and one-half for all hours actually worked, whichever is greater.
  - G. Time and one-half shall be paid for all work performed in excess of eight (8) hours in one (1) day and/or 40 hours in the workweek.
  - H. A reasonable effort shall be made to distribute overtime as equally as possible. Reaching an answering machine or busy signal shall be construed as a reasonable effort. The supervisor shall document all calls. Because of the specialized nature of the work involved, employees at the Wastewater Treatment Plant may be considered separate departments for this purpose.
  - I. Employees may be compelled to work overtime provided at least two (2) hours' notice is given. The notice is not required in a public safety or weather-related emergency.
  - J. Employees will be provided a five (5) minute wash up period at the end of their shift.
  - K. All Public Works and Wastewater Treatment employees will follow the Township's On-Call Policy (*Appendix D*). The Township and Union have worked together to develop an on-call policy to provide round-the-clock coverage to service the needs of the Township. Both parties acknowledge that they wish to continue this harmonious relationship as it relates to the policy. Therefore, both the Township and the Union shall mutually agree upon any changes or modifications to any part of the policy.
    1. Employees will be compensated \$15 per day when on-call.
    2. When an on-call employee is called back to work, refer to Article V, Section F. regarding compensation.

**ARTICLE VI - HOLIDAYS**

A. The following shall be recognized as paid holidays for regular employees who have completed ninety (90) days of employment:

New Year's Day	Thanksgiving Day
Good Friday	Friday Following Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas
Labor Day	New Year's Eve Day

1. The day before or after Independence Day shall be a holiday in order to create a four-day weekend, unless Independence falls on a Wednesday, in which case Columbus Day shall be the observed holiday.
  2. When a holiday occurs on a Saturday, it shall be observed on the preceding Friday; when a holiday occurs on a Sunday, it shall be observed on the following Monday.
  3. On or before February 28 of each calendar year, each part-time employee shall designate his/her pro-rata share of holidays from the list above set forth.
- B. In order to receive pay for an observed holiday, an employee must be in work or paid leave status, excluding sick leave, on the scheduled workday immediately preceding the holiday and the day following the holiday. In order to be paid for the holiday when sick leave is taken, an employee must provide an original doctor's note to be provided to the Township.
- C. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the department head.
- D. For the purpose of overtime calculations, holidays shall be counted as hours worked.
- E. The two swing shift employees of the Wastewater Treatment Department who are scheduled for work and who work a full shift as Plant Operators shall receive time and one half for working Memorial Day, the Fourth of July, Thanksgiving and Christmas Day. Swing shift employees who work any of these holidays shall also receive a compensatory day off.

**ARTICLE VII - VACATION**

- A. Full-time and part-time employees hired prior to January 1, 1998 are eligible for vacation leave as follows:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>EARNED VACATION LEAVE</b>
1 year up to but not including 5 years	10 days
5 years up to but not including 10 years	15 days
10 years up to but not including 20 years	20 days
20 years and over	25 days

1. The department supervisors shall be notified three (3) working days in advance when single day vacations are taken.
2. Part-time employees are eligible for vacation leave on a pro-rata basis.

- B. Full-time and part-time employees who have been hired on or after January 1, 1998 who have completed one (1) year of employment are eligible for vacation leave as follows:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>EARNED VACATION LEAVE</b>
1 year up to but not including 3 years	5 days
3 years up to but not including 9 years	10 days
9 years up to but not including 15 years	15 days
15 years up to but not including 20 years	20 days
20 years and over	25 days

1. The department supervisors shall be notified three (3) working days in advance when single day vacations are taken.
2. Part-time employees are eligible for vacation leave on a pro-rata basis.

- C. Full-time employees and part-time employees who have been hired on or after January 1, 2007 who have completed one (1) year of employment are eligible for vacation leave as follows:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>EARNED VACATION LEAVE</b>
1 year up to but not including 3 years	5 days
3 years up to but not including 9 years	10 days
9 years up to but not including 15 years	15 days
15 years and over	20 days

1. The department supervisors shall be notified three (3) working days in advance when single day vacations are taken.

2. Part-time employees are eligible for vacation leave on a pro-rata basis.
- D. Employees may carry over five (5) vacation days from one year to the next. Any day(s) of vacation in excess of the allowed amount will be lost, unless the employee receives prior permission from the Township Manager to carry over additional days.
  - E. For the purpose of this Article, payment for vacation for full-time employees is based on an eight (8) hour day and a forty (40) hour week at the employee's regular straight time rate, and for part-time employees, on such employee's average workweek at straight time rate.
  - F. 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.
    1. Wastewater Treatment employees, in order of seniority, shall be permitted to place only one (1) bid for an initial vacation period, as hereinafter provided. The initial bids must be made prior to January 15 of each calendar year. An employee with less than five (5) years of service shall be permitted an initial bid of a maximum of five (5) days' vacation leave. An employee with greater than five (5) years' service shall be permitted an initial bid of a maximum of ten (10) days' vacation leave. An employee electing to utilize any remaining portion of his/her vacation leave may do so by scheduling it with the department head. Part-time employees shall bid for vacation leave only after full-time employees have completed their bidding process.
    2. Public Works employees, in order of seniority, shall be permitted to place only one (1) bid for an initial vacation period, as hereinafter provided. The initial bids must be made prior to December 1 for the following calendar year. Two (2) bids will be accepted for the first and second day of deer rifle season. An employee with less than five (5) years of service shall be permitted an initial bid of a maximum of five (5) days' vacation leave. An employee with greater than five (5) years' service shall be permitted an initial bid of a maximum of ten (10) days' vacation leave. An employee electing to utilize any remaining portion of his/her vacation leave may do so by scheduling it with the department head. Part-time employees shall bid for vacation leave only after full-time employees have completed their bidding process.
    3. Wastewater Treatment employees who have not received their vacation time preference during the initial vacation bid period shall have a second bid on the same basis as provided in Section F.1. The second bid must be made prior to January 31 of each calendar year. All other vacation leave shall be granted on a first requested basis.

4. Public Works employees who have not received their vacation time preference during the initial vacation bid period shall have a second bid on the same basis as provided in Section F.2. The second bid must be made prior to December 7 of each calendar year. All other vacation leave shall be granted on a first requested basis.
5. Requests for vacation shall be submitted to the direct supervisor through the current Human Resources Department process.
- G. After completion of the probationary period, upon separation from service, employees will be compensated for all earned and unused vacation and personal leave.
- H. Holidays that occur during an employee's vacation period shall not be charged against the employee's accumulated vacation time.
- I. Employees may take up to ten (10) days on a single day basis in each calendar year.
- J. Employee may take no more than ten (10) consecutive days of vacation or personal leave. Leave requests greater than 10 days must have prior approval by the Township Manager.
- K. Vacation days may not be taken in less than one (1) day increments.

#### **ARTICLE VIII - LEAVE PROVISIONS**

- A. The Township shall show remaining vacation, sick leave, and personal leave status on pay advice through current Human Resources Department process.
- B. Personal Leave
  1. All full-time employees hired prior to January 1, 2007 shall receive three (3) personal leave days after completing 90 days of service for the first three years. After completing three (3) years' service, they will receive four (4) personal leave days and after completing five (5) years' service they will receive six (6) personal leave days. Requests for personal leave shall be submitted to the direct supervisor through the current Human Resources Department process at least one (1) working day prior to the day for which the leave is requested except in the case of a bona-fide emergency. Personal leave days can be taken the day before or after any holiday covered by this agreement if approved by the department head. Personal days may be taken one-half day at a time; employee shall give 24 hours' notice to supervisor.
  2. All full-time employees hired on or after January 1, 2007 shall receive three (3) personal leave days after completing 90 days of service for the

first three years. After completing three (3) years' service, they will receive four (4) personal leave days. Requests for personal leave shall be submitted to the direct supervisor through the current Human Resources Department process at least one (1) working day prior to the day for which the leave is requested except in the case of a bona-fide emergency. Personal leave days can be taken the day before or after any holiday covered by this agreement if approved by the department head. Personal days may be taken one-half day at a time; employee shall give 24 hours' notice to supervisor.

3. Personal leave is not available to part-time employees hired on or after January 1, 2004.

C. Sick Leave

1. Each full-time employee and part-time employee shall be eligible for sick leave with pay after one (1) year of service. Full-time employees shall earn sick leave at a rate of one (1) day per month of employment. Part-time employees shall earn sick leave on a pro-rata basis. Sick leave may accumulate to 120 days.
2. The Township will not coordinate the payment of indemnity pay and sick leave pay. The Township shall pay the employee the full sick leave compensation to which he/she is entitled and the employee shall keep the indemnity payment that they receive from the Union.
3. While on paid sick leave pursuant to this Article, whether or not indemnity payments are received, the employee shall receive any holiday pay to which he/she becomes entitled, but shall not be paid for personal days or vacation leave except to extend his/her paid leave status after using all accumulated sick leave.
4. An employee who desires to use time off in accordance with the Family and Medical Leave Act (FMLA) must make a request to his/her supervisor on a form prescribed by the Township at least thirty (30) days prior to the start of the leave. Employees using FMLA for themselves or family member must use all available paid sick leave in concurrence with using FMLA.

D. Sick leave may be allowed by the department head for the following purposes:

1. Personal illness, physical incapacity or non-compensable bodily injury or disease.
2. Enforced quarantine in accordance with public health regulations.

3. To meet medical and dental appointments in excess of two hours duration 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. Employees will be required to provide an original doctor's note for all medical appointments during normal working hours in order to receive sick leave compensation.
  4. Illness or physical incapacity in the employee's immediate family requiring his/her immediate attention and resulting from causes beyond his/her control. Immediate family shall include spouse, children (including step, adopted, foster, and those for whom employee has legal guardianship of), father, mother, brother, sister, grandparents (of employee and spouse), grandchildren (of employee and spouse), mother-in-law, and father-in law.
- E. The Township and Union agree to follow the Township Sick Leave Policy as follows:
1. Employees who use three or more sick day incidents which fall on the last day or first day of such employee's work week within any 12 month period that are undocumented with an original doctor's note, or verified to the satisfaction of the employee's department supervisor, will have to provide an original doctor's note for any future absences on such days.
  2. Employees using 10 or more sick days within any 12-month period that are undocumented with an original doctor's note or verified to the satisfaction of the employee's department supervisor, will have to provide an original doctor's note for future absences of any length.
  3. Employees on sick leave for three or more days must provide an original doctor's note upon return to work.
  4. Employees using family sick leave for three (3) or more consecutive days must contact Human Resources Department to request FMLA leave and provide an original doctor's note.
  5. Employees using sick leave and/or family sick leave for medical, dental or vision care appointments during the workday must provide an original doctor's note verifying the appointment.
  6. An original doctor's note shall verify the illness, injury, or appointment, stating the name of the patient, date, and time of appointment and service provided to the employee or family member.
  7. Any abuse of this sick leave policy will subject the employee to disciplinary action.

8. For purposes of this policy, a "sick day incident" shall refer to consecutive days.
9. For each day of absence, the employee shall report his/her illness to his/her supervisor no later than 30 minutes prior to the beginning of his/her scheduled work assignment. Daily notification is required unless a return date can be given on the first day. Notifications of absences due to illness must be reported directly by the employee or member of his/her family to the employee's supervisor. In cases where a relief employee is required, the report of absence must be made no later than one hour prior to the hour in which the shift normally begins.
10. 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.
11. Wastewater Treatment employees who are scheduled to work on the second or third shift must notify their supervisor at least two (2) hours before the start of that shift if unable to work due to illness.

F. Bereavement Leave

1. Each full-time employee shall be granted bereavement leave as follows:

<b>FIVE DAYS</b>	<b>THREE DAYS</b>	<b>TWO DAYS</b>	<b>ONE DAY</b>
Spouse	Mother-in-Law	Brother-in-Law	Aunt
Children/step	Father-in-Law	Sister-in-Law	Uncle
Father	Grandchildren (employee/spouse)		
Mother	Grandparents (employee/spouse)		
Brother			
Sister			

2. In the event of a death, the employee shall be given time off with pay according to the schedule provided for the express purpose of arranging and/or attending services for the deceased. The employee will be paid up to the maximum number of days providing the period between the day of death and the day of the services are working days. The day after the funeral services will be considered the final day of eligibility. If less than five of the days between the day of the death and the day of the services are working days, the employee shall nonetheless be guaranteed a maximum of three (3) days funeral pay, based on the above schedule of bereavement leave.
3. Compensation under this Article shall not be paid while an employee is not working due to a paid holiday, bona fide layoff, paid or unpaid leave of absence, compensable or non-compensable illness, or injury. Funeral pay shall not be considered as time worked for computing premium time.

4. Request for time off shall state relative, relationship to employee and date and place of funeral. A leave slip shall be submitted by the department head and forwarded to the Human Resource office. Immediately upon receiving notification of the death in an employee's family, the supervisor will notify the Human Resource Office. A copy of the obituary must be provided to the Department Director and/or Director of Human Resources as soon as possible, but no later than two (2) days following employee's return to work. Failure to provide this information within the timeframe indicated above shall result in absence being charged to vacation, personal days, or unpaid leave if employee has no remaining vacation and/or personal days.
5. When a death in the family is in a distant location and requires additional bereavement time, the Township Manager, or his/her designee may grant additional days as requested by the employee. Such additional days must be taken as vacation days or personal days. If employee has no vacation days or personal days available, such additional days granted will be unpaid.

G. Court Leave

1. Employees required to report to court for jury duty shall be granted leave of absence with pay for the period of their jury service. Such pay shall be at the employee's regular hourly rate for the employee's normal workday. Any fees received by the employee for jury service, exclusive of meals or mileage, shall be remitted to the Township.
2. Employees subpoenaed by or otherwise required by the Township to provide testimony in a court of law or administrative proceeding arising out of or relating to an employee's performance of his/her duties or subpoenaed by a third party to testify concerning something observed or occurring while the employee was on duty and relevant to the issue being litigated, shall be compensated as follows:
  - a. If the appearance is during the employee's regularly scheduled work day, the compensation shall be his/her regular rate of pay.
  - b. If the appearance extends beyond the employee's regularly scheduled work day, the compensation shall be his/her overtime rate of pay for all hours in excess of the normal workday.
  - c. If the appearance is on a day the employee is not regularly scheduled to work, the compensation shall be his/her overtime rate of pay with a minimum of one (1) hour regardless of the time actually spent.
  - d. Any witness fees received by the employee for his/her appearance

shall be remitted to the Township.

3. Except as provided in paragraph 2.b above, employees subpoenaed or otherwise reasonably required to provide testimony in a court or administrative proceeding in a non-Township connected matter shall be granted leave without pay.
4. Employees appearing in a court or administrative proceeding for any reason shall return to work within one (1) hour after being dismissed by the presiding officer or being released by the party requesting the employee's appearance.

H. 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 thirty-nine (39) 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 military service as evidenced by an official military statement listing rank, pay and 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 wages 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 are paid by the Township during such leave. An employee participating in such reserve military training shall give sufficient advance notice to the department head.

I. Elected or Appointed to Union Office

1. 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.
2. Full-time employees who have worked a minimum of one (1) year of full-time employment will retain seniority while on an unpaid leave of absence. Accrual of vacation leave, sick leave and personal leave shall be suspended for the term of the unpaid leave for employees who have worked less than 1,040 hours in the previous 12-month period. However, an employee on unpaid leave may purchase, at his own cost, medical insurance coverage from the Township.
3. Employees shall retain their interest in the Non-Uniformed Employees' Pension Plan by contributing for the term of the leave, a monthly payment

based on the average earning of the twelve (12) months preceding the leave.

**ARTICLE IX - WAGES**

- A. The attached *Appendix A* contains the wage schedule for 2018, 2019, 2020, 2021 and 2022.
  
- B. The Township agrees to hire new employees in a probationary manner. The standard probationary period is six (6) months; however, the Township has the option to extend the probationary period to twelve (12) months upon written notification to the Union. Upon successful completion of the probationary period, the employee shall be advanced to regular status.
  
- C. Service Bonus
  - 1. A bonus is provided as part of the pay plan to provide recognition for long and faithful service to the Township. Annual bonus payments will commence in the amount of \$200 after the completion of five (5) years continuous service. For each succeeding year, the payment will increase by \$40. Service bonuses shall be capped at \$600 per year for all individuals hired after January 1, 2001.
  
  - 2. Bonus payment shall be earned on the employee's full-time anniversary hiring date and paid to the employee on the payday following the pay period in which the anniversary date is reached.
  
- D. Shift Differential
  - 1. Employees permanently assigned to a rotating shift in the Wastewater Treatment Department shall receive a shift differential payment of \$.50 per hour.
  
  - 2. Employees permanently assigned second or third shift in the Wastewater Treatment Department shall receive a shift differential payment of \$1.00 per hour.
  
- E. Training
  - 1. Any employee participating in either mandated training or training necessary to attain or maintain his/her level of certification while off duty shall be compensated for all time involved at their regular overtime rate of pay. Such training must be approved by the supervisor prior to registering or attending.

2. When approved by the supervisor, an employee requesting additional elective training to enhance his/her job performance, shall be compensated at his/her regular overtime rate of pay while off duty.
  3. An employee receiving training while on duty shall not receive additional pay for training.
  4. When the employee is engaged in any form of instruction that is approved by the supervisor, the Township shall also be responsible for all necessary meals and transportation. The Township shall be responsible for any license/certification or registration fees that apply to the employee's job. For a single day training class, if the course of instruction takes the employee more than sixty (60) miles away from his/her normal duty area and the total hours spent in training and travel time exceeds ten (10) hours, the Township will be responsible for any lodging. Lodging will be provided for multiday training when more than sixty (60) miles away from the normal duty area.
- F. All employees shall participate in the Township's direct deposit program for deposit of employee wages. Township shall offer at least two (2) deposit options.

**ARTICLE X - INSURANCE AND RETIREMENT**

- A. Employees shall be eligible for Central Pennsylvania Teamsters Health and Welfare Fund Plan 13, as amended, with medical as set forth in *Appendix B*. The medical, dental and vision insurance, prescription coverage, disability and life insurance coverage shall be in accordance with the relevant Summary Plan Description and the approved plan agreement (*Appendix B*).
- B. Maximum Monthly Co-Payment
1. Employees will pay a portion of health insurance coverage according to the following maximum monthly schedule. The payment will be made by payroll deduction.

<b>CO-PAYMENTS FOR THE YEAR 2018</b>		
<b>Single</b>	<b>Employee and Spouse</b>	<b>Employee and Dependents</b>
\$72.00	\$72.00	\$72.00

2. In future years the co-payments will increase as the total health insurance premium increases as follows:

<b>If Premiums Increase By The Following Percentage:</b>	<b>Monthly Co-Payment By Employees Will Increase:</b>
00.00 to 02.49	\$1.00
02.50 to 04.49	1.50
04.50 to 06.49	2.00
06.50 to 08.49	2.50
08.50 to 10.49	3.00
10.50 to 12.49	3.50
12.50 to 14.49	4.00
14.50 to 16.49	4.50
16.50 to 18.49	5.50
18.50 to 20.49	6.00

3. The annual co-payment increase will not exceed \$6.00 per month.
- C. The Township will pay contributions on behalf of eligible employees for up to two (2) weeks each calendar year, if and when they report for temporary military service.
- D. The Township shall be permitted to engage a different insurance carrier to provide the aforesaid insurance benefits, only after notifying the Union, in writing at least two (2) weeks in advance of such change. The Union reserves the right to challenge the selection of a different insurance carrier, if the benefits provided by such carrier are in any way reduced or otherwise encumbered.
- E. The Township will continue to make available a pension plan for regular full-time employees. Participation eligibility requires six (6) full months of service and attainment of twenty-one (21) years of age. The plan is voluntary and requires participation at the contribution rate of two percent (2%) of the employee's gross wages. This plan is a money purchase plan with each employee maintaining an individual account. Employee contribution will be by payroll deduction. The Township will contribute nine and one-half percent (9.5%) of the employee's gross wages for each year of this contract.
- F. Normal retirement age for pension purposes shall be age 55 with 25 years of service.

#### **ARTICLE XI - SAFETY AND HEALTH**

- A. Employee will wear the uniform approved for the respective departments. For Public Works and Wastewater departments, employees must be prepared to wear long pants and all other appropriate uniform items, if necessary.

1. Initially, the Township will provide seven (7) uniform shirts, seven (7) pair of uniform pants, and five (5) tee shirts.
2. Damaged or worn-out uniform shirts or uniform pants will be replaced after the damaged item is turned into employee's supervisor.
3. Annually, the Township will provide either one (1) sweatshirt or five (5) sleeved tee shirts to the employee. The sweatshirt shall be made available as an option to the five (5) sleeved tee shirts, at the employee's request. Employee has the option of moisture wicking or cotton sleeved tee shirts. Additional tee shirts or sweatshirts in excess of the annual allotment must be purchased at the employee's own expense.
4. Public Works employees, at his/her own expense, will be permitted to purchase and wear hemmed, knee-length shorts that present a professional appearance. The coloring of the shorts will be consistent with Township uniform requirements. Shorts may be worn May 1 through October 4 only. In the interest of safety, the Public Works Director shall provide a listing of jobs where shorts are prohibited. Shorts may not be worn at any time by Wastewater Treatment employees.
5. The Township shall furnish winter coats for employees required to work outside during winter months and all other personal protective equipment legally required or reasonably necessary for the health, safety and welfare of employees in the performance of their assigned duties. The wearing of safety equipment shall be mandatory for such tasks as shall be specified by the employee's department head and the failure or refusal of an employee to wear and/or use the safety equipment may result in disciplinary action.
6. The Township shall reimburse or pay, as the case may be, up to \$175 annually during the years 2018, 2019, 2020, 2021 and 2022 for the acquisition or replacement of steel-toed or other safety work boots/shoes for employees of the Public Works and Wastewater Departments. The Township will set up or continue a safety boot/shoe purchase plan with a local vendor acceptable to the Union. Any boots/shoes purchased pursuant to this section shall meet the minimum safety specifications established by the Township for the employee's position and shall become the property of the employee, provided however, that the Township reserves the right at all times to require an employee to demonstrate a reasonable need for new or replacement safety boots/shoes.
7. Upon written request from the employee, prior to June 30 of the calendar year, the Township shall reimburse an amount up to \$400 on an annual basis during the term of this agreement to each automotive mechanic for the acquisition or replacement of tools or equipment reasonably required

by such mechanic for the performance of his/her duties. Any tools or equipment purchased pursuant to this section shall become the property of the mechanic. The minimum tools required to be provided by the automotive mechanic are listed in the approved job description. Probationary employees may request reimbursement for the current year upon successful completion of probationary period.

Beginning January 1, 2018, any new or current employees that accepts a vacant maintenance mechanic position will be required to provide their own tools. Upon written request from the employee, prior to June 30 of the calendar year, the Township shall reimburse an amount up to \$400 on an annual basis during the term of this agreement to each maintenance mechanic for the acquisition or replacement of tools or equipment reasonably required by such maintenance mechanic for the performance of his/her duties. Any tools or equipment purchased pursuant to this section shall become the property of the maintenance mechanic. The minimum tools required to be provided by the maintenance mechanic are listed in the approved job description. Probationary employees may request reimbursement for the current year upon successful completion of probationary period.

## **ARTICLE XII - PROMOTIONS AND RECRUITMENT**

### **A. Definitions**

1. "Promotion" as used in this Article shall mean the advancement of an employee within the bargaining unit to a higher classification within the bargaining unit.
2. "Recruitment" as used in this Article shall mean the seeking by the Township of individuals from the general population to fill positions provided for and covered by this Agreement.

### **B. Promotional Opportunities**

1. Whenever an opportunity for promotion occurs because a job opens in an existing job classification within the bargaining unit or as a result of the development or establishment of a new job classification that has been added in the bargaining unit, a notice of such opening shall be posted within thirty (30) calendar days of the vacancy stating the job classification, rate of pay and the job description requirements for qualification. Such postings shall be for a period not less than fifteen (15) working days.
2. During this period, employees within the bargaining unit who wish to apply for the open position may do so during the first fifteen (15) working days of said posting. All candidates interested in the position shall submit an

electronic notice of interest to the Human Resources Director by the deadline. The Township shall fill the open position from employees within the department where the vacancy occurs based on seniority and qualifications. Should no applications be received from qualified candidates in the department where the vacancy occurs, the Township shall fill the open position from bargaining unit employees outside the department where the vacancy occurs based on seniority and qualifications.

3. The Township shall fill job openings or vacancies from among those employees who have applied based on seniority and qualification.
  - a. Seniority. Where more than one (1) applicant is qualified for the position, the position shall be filled by the applicant with the most seniority.
  - b. Qualification. "Qualification" shall mean certifications and/or licenses as shall be required for the position to be filled as set forth in the approved job description; and the employee can either currently do the job or learn to do the job with a reasonable amount of training of sixty (60) working days, as determined by the appropriate appointing authority.
4. An employee who has the necessary qualifications as listed in the approved job description and is accepted for the advanced position shall serve a sixty (60) working day probationary period for the purpose of demonstrating that he/she can satisfactorily perform the tasks, duties and responsibilities of the position. Absent such demonstration to the satisfaction of the Township, such employee shall be returned and restored to his/her former position at its then current rate of pay.
5. In order to keep and maintain a pool of qualified employees for advanced classified positions, the Township shall from time to time make available to employees in lower classifications an opportunity to acquire in-house knowledge, training and experience in the requirements for an advanced classification, and for such employees who show an aptitude for the advanced position, outside educational courses at the Township's expense reasonably necessary to enable the employee to acquire the certifications or licenses required for the advanced classification.
6. The Union acknowledges that the ability of its members in lower classifications to advance to a higher classification may be dependent on such member's ability to acquire the knowledge and/or experience qualifications required for the advanced classification. To this end, the Union agrees that its members will, at the request of the Township, participate with the Township in providing in-house training and experience for advancement. The Township agrees that when an

employee in a lower classification is actually performing the work assigned to a higher classification for a period of thirty (30) minutes or more, such employee will be paid for such time at the rate of the higher classification. Insofar as possible, such work shall be scheduled in thirty (30) minute increments and the employee's pay shall be determined in not less than thirty (30) minute increments.

7. An employee in a lower classification who completes the training and educational requirements for an advanced classification and who acquires the necessary certificates or licenses required for such position shall continue in his/her then pay scale until there is an opening for the advanced position and the employee applies for and is accepted for the position.
8. Notwithstanding anything to the contrary set forth in this Agreement or in the job description for any classification of employee authorized herein, the qualifications for any classified position shall be preempted by state and federal laws, rules, and regulations applicable to such positions.
9. The Township encourages employees to develop skills, attain greater knowledge of their work, and make known their qualifications for promotion to more responsible and difficult positions. When the Township determines that an insufficient number of well-qualified employees are available, outside applicants may be considered along with employees in order to provide an adequate number of candidates for consideration.

C. Recruitment

Except as limited by Article XII, Section B.1 through and including B.9, the Township shall have the right in its sole discretion to recruit new employees to fill vacancies or additional positions established within the classification of employees provided and covered by this Agreement.

D. Probationary Period

1. The standard probationary period for all new employees shall be six (6) months, however, the Township has the option to extend the probationary period to twelve (12) months upon written notification to the Union. All new employees shall be on probationary status as follows:
  - a. During an employee's probationary period, a supervisor will observe the employee's ability to meet the work standards as set forth in the job description for the employee's position, the ability of the employee to satisfactorily perform assigned tasks, his/her ability to accept instruction and direction, the employee's attitude toward the work required and his/her relationship with fellow employees.

- b. The immediate supervisor of a probationary employee shall meet with him/her periodically as the circumstances may require to assist the employee in acquiring the skills reasonably required for the employee's position and to discuss any deficiencies in the employee's performance.
  - c. The Township has the right to terminate a probationary employee at any time during his/her probationary period with or without cause. A terminated probationary employee shall have no right to file a grievance challenging the termination.
  - d. Upon successful completion of the probationary period, the employee shall be advanced to regular status without further action.
  - e. Except as otherwise abridged in this Agreement, a probationary employee shall enjoy all of the rights and benefits provided in this Agreement to regular employees.
  - f. Individuals released from employment with the Township shall be paid for the leave accrued as per Township policies.
2. The Township may, at its sole discretion, waive and/or modify probationary period wage reductions in order to recruit highly qualified candidates. Such waiver or modifications of wages shall not constitute a waiver or modification of any other probationary status provisions as set forth in this Agreement.

### **ARTICLE XIII - SEPARATIONS AND DISCIPLINARY ACTION**

- A. If the Township determines that it is necessary to reduce the work force within any department, the last employee on the seniority list within such department shall be laid off first, and if the work force is again increased in such department, the laid off employees shall be returned to work in reverse order from that which they were laid off; provided, however that the employee eligible to return to work has maintained his/her seniority as provided in Article IV of this Agreement and has all of the then current qualifications for the position to which he/she has been recalled.
- B. An employee may be separated by the Township for a disability as a result of physical or mental impairment that prevents such employee from performing the essential functions of his/her position after reasonable accommodation by the Township. No involuntary separation shall be instituted without adequate medical evidence provided by a qualified physician engaged by the Township who has personally examined the employee and furnished a written report to be shared with the employee finding that the employee's physical or mental impairment prevents him/her from performing the essential functions of his/her

position and that the impairment cannot be reasonably accommodated by the Township. The employee shall have the right to engage a qualified physician of his/her choice to perform an examination whose written report shall address the same matters as that of the Township and be shared with the Township. In the event of a conflict between the reports, the Township and the Union agree to choose a neutral independent physician to examine the employee whose report will be binding on both parties. The cost of the neutral physician shall be shared equally by the Union and the Township.

- C. The Township shall not suspend or discharge any non-probationary full-time or part-time employee without just cause. When the director of the employee's department determines that just cause exists for suspension or discharge, such director shall meet with the employee, explain the cause to him/her, and give the employee an opportunity to refute the cause and/or provide mitigating facts or circumstances. If after hearing the employee the director remains committed to disciplinary action, the director may order, in writing, a suspension without pay. If the director believes a discharge is appropriate, a written recommendation for such action, copied to the employee, shall be made to the Township Manager. Action adverse to the employee by either the director or the Township Manager shall give the employee the right to pursue a grievance pursuant to Article XIV of this Agreement starting at Step 3.
- D. The Township and the Union agree that except in severe cases, discipline is to be used as a form of correction and not as punishment. The objective of discipline is to improve conduct or behavior that adversely affects work performance. Prior to any discipline, the affected employee shall be given counseling to make him/her aware there is concern about performance, except where more severe initial action is warranted.
- E. Disciplinary action should be progressive and its application should be fair and consistent. The following disciplinary actions are reserved to the Township with a general description of the type of employee conduct that will warrant application of the action. After disciplinary action, if a twelve-month period goes by without further disciplinary action, then future disciplinary action shall be started one-step below the last disciplinary action taken. In no case, however, shall disciplinary action be less than a verbal warning.
  - 1. Verbal Warning. A verbal warning shall be issued in cases of carelessness, poor judgment, simple negligence, indifference or inefficiency resulting in no discernible loss to the Township, and in instances where an instruction or reminder can reasonably be expected to cause the employee's future performance to come up to Township standards. Verbal warnings shall be issued by the employee's immediate supervisor who shall make a note of the same in his/her files, but not forward any documentation to the employee's master file maintained by the Director of Human Resources. Verbal warnings shall only be subject to grievance procedure up to and including Article XIV, Section A, Step 2.

2. Written Reprimand. In situations where the carelessness, poor judgment, simple negligence, indifference or inefficiency of an employee resulting in a discernible loss to the Township, or where there has been a repetition of conduct for which a verbal warning was issued, or where more severe initial action is warranted, the employee shall be issued a written warning or reprimand by his/her immediate supervisor. Such written warning or reprimand shall be copied to the director of the employee's department and a copy placed in the employee's personnel file maintained by the Director of Human Resources.
  
  3. Placed on Notice. If following a written warning or reprimand there has been a repetition of the conduct which resulted in the Township's action, or in cases where the employee's conduct or action does not warrant immediate punishment as authorized in Article XIII, Section F of this Agreement, the employee shall be Placed on Notice in writing that a subsequent offense of the same degree may result in the employee's suspension or dismissal. The Notice shall be issued by the director of the employee's department on the recommendation of the employee's immediate supervisor.
  
  4. Suspension. The director of a department may suspend without pay an employee who has repeated conduct or actions which resulted in him/her being Placed on Notice or for having committed a suspendable offense as set forth in Article XIII, Section F. Such suspension shall be for a period of not less than one (1) or more than thirty (30) workdays. Written notice of the suspension shall be given to the employee after the departmental hearing referred to in Article XIII, Section F of the Agreement.
  
  5. Dismissal. Dismissal is the ultimate disciplinary tool and shall be used only when an employee has failed or refused to respond favorably to progressive discipline administered pursuant to this Section, or who has committed an offense or series of offenses for which dismissal is authorized as set forth in Article XIII, Section F.
- F. The Township strives to take a constructive approach to disciplinary matters to ensure that actions, which can interfere with operations, the public, or an employee's job, are not continued. Violations of Township standards will result in disciplinary action. In determining the level of disciplinary action, the Township shall take into consideration the following:
1. The seriousness of the infraction.
  2. The past record of the employee.
  3. The circumstances surrounding the matter.

- G. The following is a partial list of serious infractions, which may be grounds for immediate dismissal:
1. Theft.
  2. Accepting or soliciting bribes.
  3. Falsifying an employment application, time card or other Township record or document.
  4. Willfully damaging Township property.
  5. Threatening, assaulting, intimidating, coercing, or fighting with others.
  6. Any form of illegal harassment or discrimination, or violation of Township policies on harassment and discrimination.
  7. Use of abusive or vulgar language.
  8. Possession, distribution, sale or use of intoxicating beverages or illegal drugs or being under the influence of intoxicating beverages or illegal drugs while on the job or on Township property, or any other violation of the Township's Drug and Alcohol Policy.
  9. Insubordination.
  10. Gambling or loan shark activities.
  11. Sleeping during work hours.
  12. Absence from work for three or more calendar days without notifying supervisor.
  13. Unauthorized use of Township equipment or Township personnel
- H. All disciplinary steps are subject to grievance procedures.

I. Loss of License or Certification

If an employee loses a license or certification, which is a mandatory requirement or prerequisite for the position held by the employee as a result of any state or federal law, rule or regulation, or the Township's approved job description for the position, the following rules shall apply:

1. Unless the context indicates otherwise, the words "loss" and "lose" as used in Article XIII, Section I shall mean the absence of a license or certification at any time for any reason as a result of its expiration,

suspension, revocation, abandonment or the operation of law.

2. An employee losing a license or certification as a result of action by the licensing or certifying agency shall notify the Township in writing of such loss within three (3) days of receiving official notice of the same from the agency. Failure to so notify the Township within such time shall result in dismissal.
3. While it is the duty and responsibility of each employee to maintain his/her required licenses or certifications in full force and effect at all times, the Township shall establish a tickler system of required licenses by employee and will annually post the license expiration dates on the bulletin boards. Such system shall be established only for non-motor vehicle licenses and certifications and is not required for motor vehicle licenses if any loss.
4. Special Rules:
  - a. Non-Motor Vehicle Licenses Certifications:
    - (1) If the loss of such license or certification is as a result of an employee's failure to pass or re-qualify for the license or certification after two (2) consecutive examination opportunities, the employee may be dismissed.
    - (2) Except as provided in the preceding paragraph (1), the loss of such license or certification for any period of time may result in immediate dismissal.
  - b. Motor Vehicle Licenses:
    - (1) If the loss of such license is for a period of sixty (60) days or less and is as a result in whole or in part of an offense or offenses committed while operating a Township vehicle, the employee shall be placed on leave for the period he/she is without the license.
    - (2) If the loss of such license is for a period of not more than ninety (90) days and is solely as a result of an offense or offenses committed in off-duty hours and while operating a non-Township owned vehicle, the employee shall be placed on leave for the period he/she is without the license.
    - (3) If the loss of such license is in excess of ninety (90) days or the employee has two (2) losses of his/her license for periods of less than ninety (90) days each in a three (3) year period, the employee may be dismissed.

- (4) The leave referred to in paragraphs (1) and (2) above shall be unpaid, but the employee, upon request in writing, shall be permitted to use accrued vacation and/or personal leave to offset his/her loss of compensation. Sick leave may not be used.
5. Notwithstanding anything to the contrary above set forth in Article XIII, Section I, in lieu of dismissal or unpaid leave, as the case may be, the Township may, at its sole discretion, offer to an employee who has lost his/her required license or certification other available work assignments within the Township's labor force for which the employee is qualified at the then current rate of pay for such work.
6. The Drug and Alcohol Policy shown in *Appendix C* shall apply.

#### **ARTICLE XIV - GRIEVANCES AND APPEALS**

- A. A grievance is defined as a violation of a specific term of this agreement or dispute regarding an interpretation of the Agreement. A grievant shall mean an individual employee, the Union, or the Township. All grievances shall be processed as rapidly as possible.
  1. Grievance Procedure:
    - Step 1 The aggrieved employee shall first notify his/her immediate supervisor in writing of the nature and facts of the grievance within ten (10) working days of its occurrence. The immediate supervisor shall make and return his/her resolution of the grievance within ten (10) working days after such notification.
    - Step 2 If the immediate supervisor in Step 1 is not the department head and the supervisor's resolution of the matter is not satisfactory to the employee, the steward shall submit such grievance to the department head within ten (10) working days.
    - Step 3 If the department head's resolution of the grievance is not satisfactory to the grievant, the grievance may be submitted in writing to the Township Manager within ten (10) working days of the department head's decision. The Township Manager shall within ten (10) working days meet with the grievant, representatives of the Union, the grievant's supervisor and department head, and any other persons who may have relevant information relating to the matter. The Township Manager shall initially explore with the parties any means of resolving the grievance by agreement. In the absence of any agreement, the Township Manager will issue a written decision

to the grievant within ten (10) days of the meeting or the matter may be submitted to Step 4 mediation.

Step 4 If the grievant requests mediation, the Township, and the grievant may jointly request the Bureau of Mediation of the Pennsylvania Department of Labor and Industry to assign a mediator to meet with the parties in an effort to affect a satisfactory resolution of the grievance. Such mediation shall be carried out under such rules as the Bureau or the mediator shall prescribe. If the mediator is unable to effect an agreement, he/she shall be asked to offer a recommendation for resolution of the grievance. If the parties have agreed in advance of the mediation session to accept the mediator's recommendation as binding, such recommendation shall resolve the grievance. In the absence of such advance agreement, the parties shall each within ten (10) days notify the other whether such recommendation is accepted.

Step 5 If the grievant is not satisfied with a decision of the Township Manager made pursuant to Step 3 above, or with the recommendation of the mediator assigned pursuant to Step 4 when there is no advance agreement to accept the recommendation as binding, the grievant may within five (5) days demand arbitration. Following issuance and receipt of such demand, the parties shall have fifteen (15) days within which to agree upon an impartial arbitrator. In the absence of such agreement, either party shall have five (5) days within which to refer the matter to the American Arbitration Association of the appointment of an arbitrator, selected pursuant to the Association's rules and who shall hear and decide the matter.

- B. The expense of such mediation and/or arbitration shall be borne equally by the Union and the Township.
- C. The time limits in the grievance procedure for Steps 2, 3 and 4 may be extended by mutual agreement of the Union and the Township and confirmed in writing.
- D. The arbitrators shall be limited to ruling on interpretations as to the application or meaning of the terms of this Agreement, and shall have no power to add to, subtract from, or modify any terms of this Agreement. The decision of the arbitrator(s) shall be final and binding on both parties.

#### **ARTICLE XV - AMENDMENTS**

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

## **ARTICLE XVI - SAVINGS CLAUSE**

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 requirements of State law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic resources.

## **ARTICLE XVII - CONTINUITY OF WORK**

- A. 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.
- B. For the term of this agreement, the Township agrees not to subcontract work to independent contractors or consultants where such contract/assignment would result in layoff of an employee, or such contract/assignment would prevent the return to work of any Springettsbury Township full-time employee covered under this bargaining agreement who had been previously laid off during the term of this agreement.

## **ARTICLE XVIII - EXTRA CONTRACT AGREEMENT**

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 XIX - MAINTENANCE AND STANDARDS**

The Township agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no 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. 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 XX - PROTECTION OF RIGHTS**

It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action if the primary picket line has been established, provided that this Article shall not apply to organization or recognitional picket lines.

**ARTICLE XXI - NON-DISCRIMINATION CLAUSE**

- A. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin, or age. Nor will they limit, segregate, or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin, or age.
- B. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

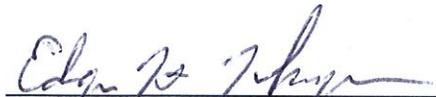
**ARTICLE XXII - DURATION**

This Agreement shall be effective the 1st day of January 2018 and shall remain in full force and effect until December 31, 2022 and thereafter shall continue in effect from year to year unless either party to this Agreement give written notice to the other party not 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

8<sup>th</sup> day of MARCH 2018.

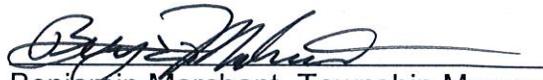
**TEAMSTERS UNION LOCAL 776**

  
\_\_\_\_\_  
Edgar H. Thompson  
President, Local 776

  
\_\_\_\_\_  
William A. Olmeda, Business Agent

**SPRINGGETTSBURY TOWNSHIP**

  
\_\_\_\_\_  
Mark M. Swomley, Chairman

  
\_\_\_\_\_  
Benjamin Marchant, Township Manager

**APPENDIX A**  
**Hourly Rate Wage Schedule**

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Wage Increase</b>	<b>\$0.75/hr.</b>	<b>\$0.75/hr.</b>	<b>\$0.75/hr.</b>	<b>\$0.75/hr.</b>	<b>\$0.75/hr.</b>
<b>PUBLIC WORKS</b>					
Laborer	\$22.58	\$23.33	\$24.08	\$24.83	\$25.58
Laborer/Operator 1	24.19	24.94	25.69	26.44	27.19
Laborer/Operator 2	24.55	25.30	26.05	26.80	27.55
Crew Leader	24.73	25.48	26.23	26.98	27.73
Automotive Mechanic	24.73	25.48	26.23	26.98	27.73
<b>WASTEWATER TREATMENT</b>					
Operator-In-Training	23.60	24.35	25.10	25.85	26.60
Operator	24.91	25.66	26.41	27.16	27.91
Lead Operator	25.99	26.74	27.49	28.24	28.99
Maintenance Mechanic Helper	22.58	23.33	24.08	24.83	25.58
Maintenance Mechanic	24.55	25.30	26.05	26.80	27.55
Lead Maintenance Mechanic	25.65	26.40	27.15	27.90	28.65

On-call employees will receive a per diem rate of \$15 (see *Appendix D*).

The following rates shall apply to employees hired on or after January 1, 1995:

- A. Effective the first day of employment through the first year of his/her employment three dollars (\$3.00) less than the current rate.
- B. Effective the second year of his/her employment two dollars and fifty cents (\$2.50) less than the current rate.
- C. Effective the beginning of the third year of his/her employment two dollars (\$2.00) less than the current rate.
- D. Effective the beginning of the fourth year of his/her employment full rate shall be paid.

**APPENDIX B**  
**Health Insurance Provisions**

Section 1. Employer Contributions

- a. The Employer 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. 13, executed by this Employer and subject to the qualifications hereinafter specified:

Effective January 1, 2018, contribution due January 15, 2018, (based on hours credited in the prior month) for benefit coverage commencing February 1, 2018 at a rate of \$1,794 per employee per month.

Effective January 1, 2019, contribution due January 15, 2019, (based on hours credited in the prior month) for benefit coverage commencing February 1, 2019 at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

Effective January 1, 2020, contribution due January 15, 2020, (based on hours credited in the prior month) for benefit coverage commencing February 1, 2020 at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

Effective January 1, 2021, contribution due January 15, 2021, (based on hours credited in the prior month) for benefit coverage commencing February 1, 2021 at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

Effective January 1, 2022, contribution due January 15, 2022, (based on hours credited in the prior month) for benefit coverage commencing February 1, 2022 at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

The employer 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 the Collective Bargaining Agreement.

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

- b. Monthly contributions for each Eligible Employee shall be paid not later than the fifteenth (15<sup>th</sup>) day of the month.

- c. The Employer shall use the reporting forms required by the Trustees of the Fund (the Trustees) and shall comply with the instructions of the Trustees in filing out such forms.
- d. Employer is responsible for the collection of all co-payment amounts by employees. The Employer will remit the entire contribution due to the Fund Office.

## 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 Employer's first contribution if such Employee meets the requirements of 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 80 hours for the Employer during the preceding calendar month. (For example: An employee is hired October 17 and has been credited with 80 hours in the month of October, therefore, the contribution is due November 15 for benefit coverage effective December 1).

## Section 3. Payroll Audits

The Fund shall have the authority to audit the payroll and wage records of the Employer 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 Employer. The Employer 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 Employer is found to intentionally be in noncompliance with Fund Rules, then in addition to contributions and interest (if applicable), the Employer shall pay the following:

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

## 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 Employer a delinquent notice requesting payment within seventy-two (72) hours; if all delinquent contributions are not paid within that period, the Employees of such Employer 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 Employer shall be responsible to the Employees for losses resulting there from.

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 Employer.

Section 5. Employer Contributions during Employee Disability

The Employer 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 Employer, during the following periods:

<b>Pay Monthly Contributions For:</b>	<b>When The Employee Has Been Employed:</b>
3 months	Less than one year
6 months	One year to three years
9 months	More than three years
12 months	For occupational injury

**APPENDIX C**  
**Drug and Alcohol Policy**

**I. Policy Statement/Program Overview**

Springettsbury Township has, as its primary objective, the desire to provide the safest and most efficient public services possible. Among the multitude of factors influencing its ability to accomplish this, no variable has a more significant impact than maintaining employees who are physically and mentally healthy and alert on the job. Naturally, being free from the effects of drugs or alcohol is a requisite for achieving this, and as such, is a condition of employment with the Springettsbury Township. Additionally, the Township strives for a drug-free work environment to ensure an optimally safe Workplace for all employees and to minimize job performance problems throughout its work force.

Thus, Springettsbury Township will take the necessary steps, including employee education on the effects of alcohol and drug abuse; the development of an effective and fair drug and alcohol testing procedure; the testing of breath, blood, and urine to insure compliance with the policy; and to provide opportunities for rehabilitation.

In addition, all employees are advised that the possession, distribution, manufacturing, or purchase of alcohol or illegal drugs by Township employees while working on or in Township property is strictly prohibited and will subject the employee to disciplinary action.

Furthermore, an employee who is using prescription medications must report the required use of such medications to his/her supervisor prior to the beginning of the employee's shift if the substance could impair coordination, cause drowsiness, or could otherwise interfere with the safe performance of duties. If the employee is unsure as to whether a particular medication has the potential to impair job performance and thus warrants reporting, he/she is encouraged to consult a physician, a pharmacist, or the product package label.

If, in the opinion of the Township's Medical Review Officer, the usage of the above prescribed medication affects the ability of the employee to competently perform his/her job, the employee may be required to take sick leave, a leave of absence, or comply with appropriate requests made by the Department Director, or his designee, until such time as the course of medication is discontinued.

**II. Informing Employees about Drug and Alcohol Testing**

All employees will be fully informed of this drug and alcohol testing policy by the Township. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine, and the consequence of testing positive for drug use. All newly hired

employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. All employees will be required to sign a "receipt of information" form indicating that they have received this information.

### **III. Supervisor Training**

Supervisors who are responsible for making reasonable suspicion testing will be provided with a minimum of 120 minutes of training. Sixty minutes of this training will focus upon contemporaneous physical, behavioral and performance indicators of probable drug use and an additional sixty minutes covering the specific indicators of alcohol abuse. The Township's Employee Assistance provider will conduct this training.

The failure of a supervisor to participate in this training shall render the results of a reasonable suspicion test invalid or inadmissible in any disciplinary action under this policy.

### **IV. Drug and/or Alcohol Testing Requirement and Consent Forms**

Employees will not be subjected to random medical testing, except as required for CDL holders. A request for an employee to submit to drug and alcohol testing will be made by the Department Director, or his designee, in writing, based on a reasonable suspicion. The request shall note all physical signs or symptoms and pertinent behaviors which lead to a reasonable suspicion that an employee has recently used, or is under the influence of a prohibited substance. Reasonable suspicion testing determinations will be made by the involved members' immediate supervisor and a supervisor from the next higher level in the chain of command.

This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident in which the employees' involvement could reasonably be attributed to being under the influence of drugs and/or alcohol; or

An observable phenomena, such as direct observation of drug/alcohol use or physical symptoms of being under the influence of a drug/alcohol; or

A pattern of abnormal conduct or erratic behavior; or

An arrest and conviction of a drug related offense; or

Information provided by reliable and credible sources that have been independently corroborated.

Both the Township and the testing facility require that all employees give prior written consent for the collection of breath, urine and blood samples, their toxicological analysis, and the reporting of test results. The signed statement ensures that the employee understands the nature and purpose of the testing, and it serves to obtain the employee's consent for testing to be performed and for the results and other relevant documentation to be released to the Township's Medical Review Officer for review.

#### **V. Failure to Comply With Testing Requirements**

Refusal on the employee's part to sign the consent form, report for testing when assigned, or submit to specimen collection will be considered a positive test. Further, if it is proven that an employee has attempted to alter, substitute, or in any way tamper with his/her specimen(s) he/she will be suspended for thirty (30) calendar days. This will also be considered a positive test.

#### **VI. Testing**

Employees shall be subjected to testing for the purpose of discovering possible drug or alcohol use while on duty. These tests will include breath testing for the presence of ethanol, and urine testing for the presence of drugs of abuse. The drugs to be tested for are cocaine, cannabinoids (marijuana) amphetamines, opiates, phencyclidine (PCP), barbiturates, benzodiazepines (e.g., Valium, Librium) or the metabolites or synthetic variants thereof, methadone, and propoxyphene.

Drug testing will be conducted by qualified collectors using approved collection procedures and scientifically sound technology to ensure optimal integrity, accuracy, validity, and reliability of test results. Laboratory facilities used for confirmatory testing will be certified by SAMHSA (Substance Abuse and Mental Health Services Administration, formerly NIDA). All positive drug screens will be confirmed by gas chromatography/mass spectrometry (GC/MS) technology. A physician trained and certified as a Medical Review Officer (MRO) will review all confirmed positive drug tests prior to reporting results to the employer.

Breath alcohol tests will be performed by a certified Breath Alcohol Technician (BAT). Only evidential breath testing devices (EBT) that are on the Department of Transportation's Conforming Product List will be utilized for confirming breath alcohol tests.

A licensed physician, whose identity shall be disclosed prior to any testing, will be utilized to function as the Township's Medical Review Officer, and he/she will be the sole party responsible for the initial receipt, evaluation, and interpretation of test results.

## **VII. Sample Collection**

For the purpose of detecting alcohol influence, the Township shall utilize a breath analyzer. Collection of blood and urine samples shall be conducted in a manner, which provides the highest degree of security for the sample and freedom from alteration. Recognizing that strict chain of custody procedures must be followed for all samples to be effective, if the security of the sample is in any way compromised, any positive test result shall be invalid and may not be used for any purpose.

A qualified collector will collect the urine specimen following DOT procedures. The employee shall be allowed the opportunity to call a Union representative and have him/her present prior to any specimen collection. The collection will not be witnessed (observed) by the collector unless the specimen appears to be adulterated (tampered with) or the specimen temperature is out-of-range.

The collection process will be documented on the laboratory chain-of-custody, a copy of which will be given to the employee. The specimen will be initialed by the employee and packaged in the presence of the employee, including the application of tamper-resistant evidence tape.

Breath samples for alcohol testing are obtained by having the employee blow through a straw into an evidential breath testing (EBT) device.

## **VIII. Testing Procedures**

**Drug Testing:** The laboratory will conduct the initial and confirmation test. The initial test uses an immunoassay that meets the requirements of the Food and Drug Administration. If initial test results are negative, the testing is discontinued, samples are destroyed, and the results are reported to the MRO as negative. Specimens identified as positive on the initial immunoassay will be confirmed using GC/MS technology. If the confirmation test results are negative, all samples will be destroyed and the results will be reported to the MRO as negative. The laboratory must retain all positive confirmed samples (except breath) and related paperwork for at least one year or for the duration of any grievance, disciplinary action, or legal proceedings. Any extensions of time must be given to the lab one week prior to the expiration of the retention period.

**Alcohol Testing:** If an initial screening test yields a positive result, a second confirmatory test is performed within 15-30 minutes of the first test. The results of the second test are reported to the employer.

## **IX. Test Results**

If the results of any test administered by the employer shows that the employee, while on duty, was under the influence of alcohol or other substance tested for as allowed by this procedure, the result of the test shall be considered positive.

All positive drug test results are reported through the Medical Review Officer (MRO). Upon receipt of a confirmed positive result, the MRO will contact the employee to discuss the result. Once the MRO has reviewed the result with the employee, it will be reported to the employer.

An employee who refutes a positive result of a drug test may request that an analysis of the original specimen be conducted. The employee may request that this test be conducted at the same or a different laboratory, provided that the laboratory utilized is SAMHSA-certified. The cost of such re-testing will be paid by the employee in advance, but will be reimbursed by the Township if the results are negative. Failure of the employee to have the test performed or to present the results to the employer shall not be used against the employee as a basis for discipline or in any arbitration or legal proceeding.

The action levels for alcohol will follow those established by the Department of Transportation:

- a) Test results  $\leq .04$  will be considered negative.
- b) A screening test result  $> .04$  will trigger a second, confirmatory breath alcohol test in 15-30 minutes.
- c) If the confirmation result is  $> .04$ , the testing facility will notify the employer.

Any employee with a positive breath alcohol result between .04 and .06 will be removed from safety-sensitive duties until the next workday. Any employee with a positive breath alcohol result  $> .06$  will be removed from safety-sensitive duties and referred to a Substance Abuse Professional.

Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the Township Human Resource Department and/or the Department Director.

Except in instances of periodic follow up, an employee will not be permitted to work pending receipt of the test results. He/she will be paid any available sick time for the time off from work while "fitness for duty" is being determined. If the employee passes the test, he/she will be credited back the sick days that he/she was charged while test results were pending. If the employee passes the test and did not have any sick time available, he/she will then be paid at his/her normal hourly rate for all hours lost.

The Township will also not permit the operation of a motor vehicle while fitness for duty is being determined. Consequently, the Township will provide an employee who is to be tested transportation to the testing facility and immediately home after the test is complete.

## X. Disciplinary Action

If an employee's test results warrant disciplinary action, he/she will be informed of the appropriate consequences by the Department Director or his designee. All disciplinary action of employees will be subject to the collective bargaining agreement between Springettsbury Township and the Union.

The Township will not discharge an employee who tests positive a first time, but may suspend such employee. The length of such suspension shall be determined on a case-by-case basis, but shall not exceed ten (10) calendar days. This limitation on discipline shall not limit the Township in imposing discipline up to and including termination, for gross misconduct, which may be coincident with an employee's improper drug or alcohol use. In order to avoid the penalty of termination in a gross misconduct situation, the employee must:

- A. Agree to appropriate treatment as determined by the Substance Abuse Professional and Medical Review Officer involved.
- B. Discontinue use of illegal drugs or abuse of alcohol.
- C. Agree to authorize persons involved in counseling, diagnosing, and treating the employee, to disclose to the Township Human Resource Department and/or the Department Director, the employee's progress, cooperation, drug and alcohol use, and any dangers perceived in connection with performing job duties, and completion or non-completion of treatment.
- D. Complete the course of treatment prescribed, including an "After Care" group for a period of up to twelve (12) months.
- E. Agree to submit to random testing of a minimum of two (2) times up to eight (8) times per twelve (12) month period for the following 24 month period (the 24 months following the after-care period).
- F. Agree that during or after this last chance period in (E) above, if the employee tests positive again, the employee will be terminated.
- G. Employee must sign Township Re-entry Contract.

In addition to the disciplinary chart within this policy, all disciplinary action will include:

- A. Counseling in a mandatory EAP referral
- B. Advising of the disciplinary consequences for future violations
- C. Employee's consent for unscheduled drug/alcohol testing

## Disciplinary Chart for Drug and Alcohol Policy Violations

Categories	First Offense	Second Offense
1. Refusal to test	Considered a positive test. Ten (10) calendar day suspension. Negative test result needed to return to work. For the purposes of cannabinoids (marijuana), an employee may not be reinstated to work unless the level of marijuana has been reduced from the initial test.	Termination
2. Positive test result.	Up to ten (10) calendar day suspension. Negative test result needed to return to work. For the purposes of cannabinoids (marijuana), an employee may not be reinstated to work unless the level of marijuana has been reduced from the initial test.	Termination
3. Sample alteration	Testee – considered a positive test. All parties involved – thirty (30) calendar day suspension.	Termination
4. Possession of illegal drugs while on duty.*	Subject to testing and criminal investigation by the proper authorities and disciplinary action.	May be terminated
5. Possession of alcohol while on duty.*	Subject to testing and disciplinary action.	May be terminated

(A first offense in one category is a first offense in all categories)

\* Possession will be construed as to mean in or on one's person, or in or on one's possessions and affects.

The charts illustrate the disciplinary and/or corrective action that will be imposed for violations of the Township's anti-drug/alcohol abuse policy while on duty.

In order to be eligible for a self-referral for substance abuse, through either the Township or the EAP, the employee can have no previous infractions of this policy.

### Action Chart for Self-Referrals

Categories	First Offense	Second Offense	Third Offense
Self referral either through Township or EAP	No disciplinary action.	Positive test result (see above).	Termination

An employee who has tested positive for the presence of drugs or alcohol will not be permitted to return to work until after he/she has passed a return-to-duty drug/alcohol test. This test shall be performed two days prior to the end of the suspension period to allow time for test results. Thus, employees who test

positive on a drug/alcohol test must submit to and pass a subsequent test before being reinstated in their job. The assessment that employees are approved for return to duty must be made by the Township's Medical Review Officer (MRO).

Further, employees who have previously tested positive and are later approved for return to work, will be subject to periodic, unscheduled follow up testing for 24 months following completion of the aftercare period. The frequency and length of time established for follow up testing will be based upon the recommendations of the Township's MRO and/or a recognized expert in the field of substance abuse rehabilitation. Such determinations will be based upon the degree of substance dependency, the substance of abuse, and other factors.

Employees who have participated in a self-referred voluntary program of substance abuse rehabilitation will, after returning to work, be subject to periodic, unscheduled follow up testing for a specified period of time of twenty four (24) months. The follow up testing will be part of the employee's Re-entry Contract and is based upon the recommendations of the Township's MRO and/or a recognized expert in the field of substance abuse rehabilitation. Such determinations will be based upon the degree of substance dependency, the substance of abuse, and other factors.

#### **X. Re-Entry Contract**

Employees who re-enter the work force must agree to a Re-Entry Contract. Such contract must include:

- Evidence of passing the return to duty drug/alcohol test.
- A return to work statement from the Township's MRO and a release to work statement from an approved treatment specialist, if applicable.
- An agreement to periodic, unscheduled, follow up testing for 24 months (up to 8 times a year).
- A statement specifying types/length of recommended aftercare.
- Signatures of the employee, Department Director, the Township are MRO and the treatment specialist, as applicable.

#### **XI. Definitions**

**Self-Referral:** In many cases, an employee will refer him/herself to an EAP counselor or treatment facility. In this case, Springettsbury Township may have no knowledge of the employee's visit. These self-referrals can be for problems ranging from financial or marital difficulties, to drug and alcohol dependence. In any case, the employee will be treated, counseled, and/or referred for other treatment based solely on the analysis of the EAP counselors. If an absence from work is necessary for an employee to enter a sensitive program of rehabilitation, he/she may be placed on sick leave or other paid leave to which he/she is eligible. If the employee is not eligible for paid leave, an unpaid leave of absence may be granted for the period of treatment.

Employees may make such requests to their supervisors, to the Director of Human Resources, or directly to the EAP service. Employees shall continue to be held accountable for the performance of their jobs, but no employee shall be disciplined or have any involuntary changes made to his job solely because of a request for assistance. All such requests shall be confidential. No records of such requests shall be made part of the employee's employment record without the permission of the employee.

Any supervisory employee, who receives a request for such assistance and is unsure about where to refer the employee, should ask the employee's permission to contact the Director of Human Resources.

**Voluntary Workplace Referral:** On some occasions, employees will refer themselves for EAP treatment through the Workplace. This could occur through the employee discussing his/her problem with a supervisor, another employee, or the Director of Human Resources.

A supervisor's documented observation of a significant decline or deterioration in any aspect of an employee's job performance can be indicative of a problem stemming from substance abuse or a host of other personal or emotional problems. This should lead to a referral to EAP for counseling at which point the employee is given a detailed briefing of the Township's Employee Assistance Program and also advised of other available outside resources. Although the Township does not attempt to diagnose the cause of the employee's performance problems, an EAP Workplace referral could result in detection of a substance dependency, thus affording the employee an opportunity for voluntary participation in a substance abuse rehabilitation program.

**Mandatory Workplace Referral:** When an employee tests positive on a drug/alcohol test, he/she must be referred to the EAP for counseling and assessment.

This mandatory Workplace referral is different from a voluntary referral in that when an employee is found to have a substance abuse problem and is required to undergo EAP counseling and assessment, the Township will receive individual information on the employee from the EAP organization. This additional information might consist of data such as an attendance report for counseling treatment or aftercare and a determination that progress is, or is not, being made. Once an employee has completed counseling/therapy after being referred as a result of a positive urine drug test or blood alcohol test, he/she must submit to, and pass, a return to duty urine and blood alcohol test.

**Employee Assistance Program:** The Township maintains an Employee Assistance Program (EAP) that provides help to employees and their family members who have alcohol, drug abuse or other personal or emotional problems. Professional counseling services are provided by a group of mental

health providers. The initial services are free and employees may contact the EAP on their own without the Township's knowledge of their participation.

Costs may be incurred after the initial visits and may be covered in some part through the employee's health and hospitalization plan.

For substance abuse problems, each employee should voluntarily seek rehabilitative assistance through EAP, by a self-referral, before alcohol and/or drug problems negatively impact job performance or lead to a violation of the drug/alcohol abuse policy.

Once a request for drug/alcohol testing has been made, or it is discovered that an employee has violated the anti-drug/alcohol abuse policy; subsequently requesting assistance through EAP on a voluntary basis cannot be used as a defense to the imposition of disciplinary action and will have no influence on the determination of the type/severity of discipline. Since referrals to EAP will not be permitted in lieu of disciplinary action, an employee should understand that he/she could not avoid discipline by opting for EAP assistance once a policy infraction occurs.

Correspondingly, an employee can be assured that his/her decision to seek rehabilitative assistance through EAP prior to being caught in a policy violation, will not result in immediate or future disciplinary action, provided that he/she successfully completes treatment and maintains a commitment to oneself and Springettsbury Township to remain alcohol and/or drug free. Part of such an agreement must include periodic, follow up drug/alcohol testing for a specified period of time, and evidence of passing the tests to ensure continued commitment.

**Medical Review Officer:** A Medical Review Officer is a licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and who is employed by Springettsbury Township to conduct alcohol and drug testing. The MRO shall be the sole custodian of individual test results. The Medical Review Officer is responsible for receiving, evaluating, and interpreting all drug test results from the laboratory. He/she assesses the reasonableness of reported positive test results; reviews medical histories; discusses positive results with the test individual; assesses/verifies whether a legitimate medical explanation exists; and, determines whether the test will be reported to the Springettsbury Township Human Resource Department and/or the Department Director as positive (i.e. whether or not the employee passes a drug test).

## **XII. Personnel Records Involving Drug and Alcohol Policy**

All records relating to the administration and results of this Drug and Alcohol Policy will be maintained in the Township's personnel medical files for a period of 48 months after the testing. After 48 months, these records will be purged from the individual's personnel records.

**XIII. Changes and Modifications to Policy**

The Township and Union have worked together to develop this drug and alcohol policy for the safety and protection of all parties involved. Both parties acknowledge that they wish to continue this harmonious relationship as it relates to this policy. Therefore, both the Union and the Township shall mutually agree upon any changes or modifications to any part of this policy.

**XIV. Commercial Drivers License (CDL)**

Employees with a CDL are subject to this policy, as well as all federal and state requirements regulating CDL's. When in conflict, the stricter of the requirements shall apply.

## APPENDIX D On-Call Policy

### I. Public Works Department

This On-Call Policy is structured to handle the alarms and other unexpected issues that arise. It does not apply to weather-related events or significant situations when more than two people are required to address the Township's needs. The Union and the Township agree to meet on an as needed basis to address any issues that may arise with this policy.

Teamster employees, by seniority, will select the weeks that they want to be on-call. There will be two people on-call per week. Each week the on-call crew must have at least one person with a valid wastewater operator license. Teamster employees will be provided a blank on-call schedule by December 10 of each year for the following calendar year. Each crew will be on a seven-day rotation schedule starting on Monday at 7:00 a.m. and ending the following Monday at 7:00 a.m. Each member of the on-call crew will receive a per-diem stipend. The stipend amount is referenced in *Appendix A* of the contract. Both on-call employees will be called to respond to each event.

To ensure that there is on-call coverage for the entire year with the current staffing numbers, some employees will be on-call for six weeks and some will be on-call for seven weeks. Prior to the selections, the Management team will determine the number of weeks for each person.

#### First Round Selections

Each employee, by seniority, will choose three weeks to be on-call. An employee cannot make their selections on the calendar until the person directly above them on the seniority list has made their selections. For any given week, there cannot be two employees that do not have a valid wastewater operator license. Selections must be made prior to December 15. If an employee is absent from work during this time, it will be the employee's responsibility to provide their selections to their supervisor. If the employee fails to do so, their supervisor will select for them.

#### Second Round Selections

Each employee, by seniority, will choose three weeks to be on-call. The employees who were chosen for a seven-week schedule will select four weeks in this round. An employee cannot make their selections on the calendar until the person directly above them on the seniority list has made their selections. For any given week, there cannot be two employees that do not have a valid wastewater operator license. Selections must be made prior to December 20. If an employee is absent from work during this time, it will be the employee's responsibility to provide their selections to their supervisor. If the employee fails

to do so, their supervisor will select for them.

When the need arises to respond to an issue, a member of the Management team will verbally notify the scheduled on-call personnel immediately. Management will verbally provide the on-call employees a description of the issue, if known. Both of the on-call employees will respond. Once notified, the employees called must respond to the worksite within a reasonable amount of time, however, not to exceed one (1) hour. All employees responding to an issue must clock-in when they arrive and clock-out after the work is completed prior to leaving work. Prior to leaving work, one of the employees shall contact the Management person who contacted them to provide an update of the corrective action taken. A member of the Management team will be available to contact additional personnel; respond to the worksite; and/or contact third party contractors, as needed.

Management will call the employee's preferred phone first. If that phone is not answered, Management will continue calling the same employee's other personal phone numbers, if applicable.

In the case where an employee scheduled to be on-call cannot fulfill their on-call duties for non-emergency reasons, it is the employee's responsibility to find a replacement for their on-call coverage and notify their direct supervisor, in writing prior to the start of that on-call day/week. If the direct supervisor is not available, the employee shall follow the Management chain-of-command to communicate the change, in writing. An email is the required method for written notifications. The scheduled employee that needs to change their on-call day/week agrees to forfeit the per-diem stipend for the day(s) missed. The replacement employee covering that on-call time shall be entitled to the per-diem stipend. The per-diem stipend shall be whole. It is not permitted to be split between employees.

In the case where an employee scheduled to be on-call is sick, has a personal or family emergency and cannot fulfill their duties, it is the employee's responsibility to immediately notify their direct supervisor or another member of the Management team. In this case, verbal communication is an acceptable form of notification. It will become a Management team member's responsibility to immediately find a replacement for on-call coverage. The per-diem stipend will be handled in the same manner as stated in the above paragraph.

If an on-call employee fails to respond to Management's call, the disciplinary action shall be as follows:

1<sup>st</sup> Occurrence: The per-diem payment will be forfeited for that day.

2<sup>nd</sup> Occurrence: The per-diem payment will be forfeited for that week.

3<sup>rd</sup> Occurrence: The per-diem payment will be forfeited for that week and the written reprimand step of the disciplinary action process will be issued.

Any further failure to respond to the On-Call Policy may result in forfeiture of per-diem payment and further disciplinary action.

Any of the disciplinary actions stated above will remain in effect for a twelve (12) month period beginning on the date of the first occurrence.

## II. Wastewater Treatment Department

This On-call Policy is structured to handle the alarms and other unexpected issues that arise. It does not apply to weather-related events or significant situations when more than two people are required to address the Township's needs. The Union and the Township agree to meet on an as needed basis to address any issues that may arise with this policy

The Teamster's team will be assigned a specific crew for the On-Call calendar purposes. Each on-call crew will remain the same unless the Department Director changes it. The entire Teamster's team will be provided an on-call schedule by December 15 of each year for the following calendar year, which will show each crew's rotation schedule. Each crew will be on a seven-day rotation schedule starting on Monday at 7:00 a.m. and ending the following Monday at 7:00 a.m. Each member of the on-call crew will receive a per-diem stipend. The stipend amount is referenced in *Appendix A* of the contract. Each week, one on-call crew person will be the primary respondent and the other on-call crew person will be the secondary respondent. The next time the crew is on-call, the primary and secondary respondent will rotate.

When the need arises to respond to an issue, a member of the Management team will verbally notify the scheduled on-call personnel immediately. Management will verbally provide the on-call employee(s) a description of the issue, if known. The primary respondent will be notified first to respond to the issue. As required, the secondary respondent will be contacted to assist the primary person. Once notified, the employee called must respond to the worksite within a reasonable amount of time, however, not to exceed one (1) hour. All employees responding to an issue must clock-in when they arrive, and clock-out after the work is completed, prior to leaving work. Prior to leaving work, the primary employee shall contact the Management person who contacted them to provide an update of the corrective action taken. A member of the Management team will be available to contact additional personnel; respond to the worksite; and/or contact third party contractors, as needed.

The Township will provide three cellphones, one to each member of the regular on-call crew. Management will call the township-issued cell phones first. If any of the Township-issued cell phones are not answered, Management will continue calling the same employee's personal phone numbers.

In the case where an employee scheduled to be on-call cannot fulfill their on-call duties for non-emergency reasons, it is the employee's responsibility to find a

replacement for their on-call coverage, and notify their direct supervisor, in writing prior to the start of that on-call day/week. If the direct supervisor is not available, the employee shall follow the Management chain of command to communicate the change, in writing. An email is the required method for written notifications. The scheduled employee that needs to change their on-call day/week agrees to forfeit the per-diem stipend for the day(s) missed. The replacement employee covering that on-call time shall be entitled to the per-diem stipend. The per-diem stipend shall be whole. It is not permitted to be split between employees.

In the case where an employee scheduled to be on-call is sick, has a personal or family emergency and cannot fulfil their duties, it is the employee's responsibility to immediately notify their direct supervisor or another member of the Management team. In this case, verbal communication is an acceptable form of notification. It will become the Management team member's responsibility to immediately find a replacement for on-call coverage. In these cases, there may be a need to switch the primary and secondary respondent. The per-diem stipend will be handled in the same manner as stated in the above paragraph.

If an on-call employee fails to respond to Management's call, the disciplinary action shall be as follows:

1<sup>st</sup> Occurrence: The per-diem payment will be forfeited for that day.

2<sup>nd</sup> Occurrence: The per-diem payment will be forfeited for that week.

3<sup>rd</sup> Occurrence: The per-diem payment will be forfeited for that week and the written reprimand step of the disciplinary action process will be issued.

Any further failure to respond to the On-Call Policy may result in forfeiture of per-diem payment and further disciplinary action.

Any of the disciplinary actions stated above will remain in effect for a twelve (12) month period beginning on the date of the first occurrence.

Memorandum of Agreement  
Between  
Springettsbury Township  
and  
Teamsters Local Union 776

WHEREAS Springettsbury Township (the Township) desires to quantify and limit the application, if any, of the "Cadillac tax" on health insurance plans, and the plans specified in the Collective Bargaining Agreement are to be administered by Central Pennsylvania Teamsters Health and Welfare Fund, the Township and Teamsters Local Union No. 776 (the Union) hereby agree to the following additional terms to govern the application, if any, of the "Cadillac tax":

It is not anticipated that the total cost of the health insurance specified in the Collective Bargaining Agreement will exceed the thresholds required to result in "Cadillac tax" liability under the Patient Protection and Affordable Care Act during the duration of the Collective Bargaining Agreement. However, in the event, and only in the event, that the health plan cost quoted by Central Pennsylvania Teamsters Health and Welfare Fund would give rise to present or future "Cadillac tax" liability which would be assessed or passed through to the Township under the terms of the Collective Bargaining Agreement, the following procedures shall apply:

1. The Union shall retain the option at the Union's discretion for the employer to continue to provide the plan regardless of the "Cadillac tax" liability by making arrangement for the Township to either not pay toward the assessment of the tax or incur liability for the tax directly or indirectly, or alternatively by reimbursement to the Township of the amount of any payment by the Township attributable solely to the tax liability assessed due to the health plan's tax liability resulting from the "Cadillac tax".
2. The Union shall retain the option at its discretion of substituting any health plan offered and made available by the Central Pennsylvania Health and Welfare Fund with costs below the thresholds for liability resulting from the "Cadillac tax."
3. In the event that the Union does not or cannot elect the terms of Paragraph (1) or Paragraph (2) above, the issue of health insurance coverage only shall be reopened for negotiation between the parties for a period of thirty days.
4. In the event that the Union and the Township fail to reach agreement within the thirty days provided in (3) above, the issue of health insurance coverage shall be determined by an Arbitrator based upon request by either party to the American Arbitration Association and said arbitrator shall hold an expedited hearing to address any Cadillac Tax issues. The Arbitrator's determination of appropriate health coverage and assessment or apportionment of any costs imposed as a result of the "Cadillac tax" shall ensure to the greatest extent possible continuity of coverage, level of coverage and terms of coverage, minimization or elimination of the impact or liability upon any party of the "Cadillac tax," and shall if made available, choose a plan offered by the Central Pennsylvania Teamsters Health and Welfare Fund.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the 29th day of June, 2015.

Springettsbury Township

[Signature]

Mark M. Swomley

Teamsters Local Union 778

[Signature]

[Signature]