

AGREEMENT

Between

NORTHAMPTON TOWNSHIP

And

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 542-C

Final: 9/13/13

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PREAMBLE

This agreement made and entered this 25th day of September 2013 between NORTHAMPTON TOWNSHIP hereinafter referred to as the "Employer", and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 542-C of Fort Washington, Pennsylvania, affiliated with the AFL-CIO, hereinafter referred to as "Union", affecting employees as defined in Article I hereof is entered as of the date indicated below.

ARTICLE 1 RECOGNITION

The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of the employees for whom the Union was certified to represent and perform work under Case No. PERA-R-11-416-E excluding all confidential employees, Managers, and clericals. Nothing herein defined shall be deemed to abridge, amend, waive or in any manner modify the laws of the Commonwealth of Pennsylvania.

ARTICLE 2 DEFINITIONS

- A. AGE - shall mean the number of chronological years attained by the employee at his or her last birth date.
- B. BASE ANNUAL WAGE RATE - shall reflect compensation based on Two Thousand Eighty (2080) hours of service.
- C. BASE HOURLY WAGE RATE - shall mean the hourly rate of compensation for the employee determined by dividing the contracted annual compensation or base annual wage rate by 2080 hours.
- D. BOARD - shall mean the Board of Supervisors of Northampton Township, or their duly elected or appointed successors in office.
- E. CHILD - shall include all natural born children as well as any adopted children and dependent step children, except where further defined and/or restricted by insurance and pension benefits. The term "dependent step-child" shall be defined to be a child who may be claimed as a "dependent" for Federal Income Tax purposes, or whom is a stepchild residing in the same household as the employee.
- F. DATE OF HIRE - shall mean the annually recurring date of the commencement of the employee's employment for the Township.

- G DAY – shall mean calendar day unless specifically noted otherwise.
- H. DOMESTIC PARTNER – shall mean a person living with the employee in a long standing intimate relationship.
- I. EMERGENCY - shall represent a sudden or unexpected event, which creates a temporarily dangerous condition usually necessitating immediate or quick action. Should a state of emergency be declared by the Chief of Police, the Chairman of the Board of Supervisors or the authorized designee of the Board of Supervisors, it may require the alteration of scheduled work hours, work shifts and/or personnel assignments.
- J. EMPLOYER - shall mean the Township of Northampton, of the County of Bucks, Commonwealth of Pennsylvania.
- K. GRIEVANCE - shall mean a dispute or controversy, which concerns the application, meaning, interpretation or alleged violation of the Collective Bargaining Agreement.
- L. TOWNSHIP MANAGER - shall mean the Chief Executive Officer of Northampton Township.
- M. PAY PERIOD - shall mean the two (2) week interval beginning Monday at 12:01 a.m. through the second subsequent Sunday at 12:00 midnight. The payroll will be distributed on or before the fourth calendar day following the completion of the pay period.
- N. PREMIUM PAY - shall be defined to be pay at the rate of one and one half (1 ½) times the employee's base hourly wage rate.
- O. PROBATIONARY EMPLOYEE - shall mean that individual who has been duly appointed, and employed as an employee of Northampton Township on a full time basis but who has not completed six (6) months and two (2) weeks of continuous services. While on probation the employee has no rights to challenge discipline imposed during the probationary. A six month probationary period shall be served by both new hires and existing employees who are promoted to new positions. An employee who does not pass probation in a promoted position shall return to his former position with the Township without loss of seniority.
- P. SPOUSE - shall mean the person who is recognized to have been lawfully joined in marriage to the employee which relationship has not been terminated by divorce or annulment.
- Q. TEMPORARY ASSIGNMENT - shall mean an impermanent position or assignment.
- R. TOWNSHIP - shall mean Northampton Township.

**ARTICLE 3
MANAGEMENT RIGHTS**

A. Except as expressed within the terms of this Agreement, the Employer reserves the right to manage and conduct Township affairs in such manner as it sees fit, including but not limited to:

1. The right to manage the Township and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for proper cause;
2. The right to transfer employees from one department and/or classification to another;
3. The right to layoff or relieve employees from duty because of lack of work or for other legitimate reasons;
4. The right to promote and/or transfer employees to positions and classifications not covered by this agreement, it being understood employees in the bargaining unit cannot be forced to take a position outside the bargaining unit;
5. The right to make such operating changes as are deemed necessary by it for the efficient and economical operation of the Township, including the right to change normal work-week, the number of hours normally worked during the work-week, the length of the normal workday, the hours of work, the beginning and ending time of each shift or assignment, and the number of shifts to be operated;
6. The right to transfer persons from positions and classifications not covered by this agreement to positions and/or classifications covered hereby;
7. The right to determine the kinds, quality and quantity of standards, job classifications, work schedules and work product required to the extent not modified by this Agreement; and
8. The right to subcontract out work when it is necessary for the efficient operation of the Township, as long as it does not impede on the size of the unit at ratification.

B. The Employer also reserves the exclusive authority in areas of discretion involving policy, the functions and programs of the Township and its departments, standards of service, its overall budget, utilization of technology, the organizational structure of the Township and its departments, and selection and direction of personnel.

C. The Employer shall have the right to promulgate working rules and regulations as well as standard operating procedures to be followed by employees. The Employer agrees to publish and make available to employees such rules, regulations and operating procedures, and, upon written request, to meet and discuss the implementation of such standards with the Union.

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

ARTICLE 4 STRIKE-LOCKOUT PLEDGE

A. During the life of this Agreement there shall be no strikes, walkouts, stoppages of work, sit-downs, slowdowns, boycotts, or any other direct *or indirect* interference with the Employer's operation. The Employer agrees that there will be no lockout during the life of this Agreement. In the event of any breach of this clause, the Employer and the Union shall have the right to institute a suit in the appropriate court, for damages and/or injunctive relief, without regard to and without having to invoke, proceed under or abide by any provision or arbitration as hereinafter provided.

B. Union employees shall not honor any strike and/or picket line and/or request and/or work action by any other union, organization, person or group, i.e., all union members will cross picket lines and not engage in work slowdown, sick outs, etc. However, it shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to go through any primary picket line where the Employee reasonably perceives a risk of personal injury to him or damage to the Employer's vehicle. The fact that there are pickets alone does not constitute a perceived risk. In such circumstances, the Employee shall promptly contact the Director of Public Works to report the picket line and perceived risk, describe the circumstances, and obtain instructions. Failure to promptly contact the Director of Public Works or follow reasonable instructions of the Director of Public Works shall be grounds for disciplinary action up to and including discharge. On sites where there is a primary picket line and a reserved gate is maintained, Employees are required to use the reserved gate and complete their job duties notwithstanding the existence of the primary picket line. Failure to use the reserved gate in such circumstances shall be grounds for disciplinary action up to and including discharge.

ARTICLE 5 DUES CHECKOFF/MAINTENANCE OF MEMBERSHIP

A. Within applicable Law, the Employer agrees to deduct union dues of Seventeen dollars (\$17.00) per month from all bargaining unit employees of the union in the bargaining unit. Authorization from members to make such deductions shall be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the fifteenth (15th) day of the succeeding month, after deductions are made. Payments to the Union for 1.5% check-off withheld must be submitted and received at 1375 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034 not later than the 15th of the following month.

B. Within applicable law, the Employer shall deduct from the gross bi-weekly wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, supplemental Union membership dues in the sum of 1.5% of wages. Said sum shall be payable to the Union as supplemental dues on behalf of the members of the Union. Reports shall be submitted to the Union. Payments to the Union for 1.5% check-off withheld must be submitted and received at 1375 Virginia Drive, Suite 102, Fort Washington, Pennsylvania 19034 not later than the 15th of the following month.

C. The Union shall indemnify and hold the Employer harmless including but not limited to payment of all damages and payment of and/or reimbursement of all attorney's fees, costs and expenses incurred by the Township in the matter brought, against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of any action taken, initiated or brought against the Employer as the result of the provisions of this Article 5.

D. Each member who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain membership in the Union, provided that such employee may resign from the Union, in accordance with the following procedure:

1. The employee shall deliver or send a certified letter, return receipt requested, of resignation to the headquarters of Local 542, International Union of Operating Engineers, and a copy of the letter to the Employer.
2. The letter shall be postmarked or delivered during the fifteen (15) day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and, where applicable, is revoking check-off authorization.

E. The Employer and the Union hereby agree that all non-members of the Union shall be permitted to pay a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto as an alternative to Union membership.

F. Any Employee who does not join the Union or pay 'fair share fees' will be terminated within five (5) days of notice served by the Union to the Employer.

ARTICLE 6 NON-DISCRIMINATION

A. The parties hereto shall not discriminate against any person with respect to hiring, compensation, promotion, terms or conditions of employment, selection as a Steward, or alternate Steward because of the individual's race, color, religion, sexual preference, disability, national origin, political affiliation or the proper exercise by any employee of his rights guaranteed by the Public Employee Relations Act 195.

B. Unless otherwise provided herein, the masculine pronoun shall import the feminine; the singular number shall import the plural; and vice versa, as applicable.

**ARTICLE 7
STEWARDS AND UNION BUSINESS**

A. The Union may designate one Steward and one alternate Steward to serve only in the absence of the Steward whose name shall be furnished to the Employer, in writing, by the Union. The Steward will be required to perform his normal work duties and any duties in relationship to the Union. If the Township schedules a meeting with the steward during normal work hours, the steward shall be paid for the time spent in the meeting. The Township shall also allow a reasonable period of time to the steward during working hours to receive and communicate grievances.

B. Upon reasonable advanced notice to the Employer, the Union Business Representative shall be permitted access to the Township to meet with bargaining unit employees, on a reasonable number of occasions, provided that the Representative shall not disrupt the work of the employees.

**ARTICLE 8
SENIORITY**

A. The Employer shall prepare and post semi-annually a Seniority List for each job classification. Copies shall be sent to the Union.

B. Seniority shall be defined as continuous service with the Township. In the event of a reduction in the work force in a job classification, seniority will be considered when determining which employee(s) will be laid off only when skill, ability, efficiency, knowledge and fitness are equal.

C. An employee who has been laid off may "bump" another employee with the least seniority in a different job classification at a lower pay scale provided the bumping employee has the skill, ability, efficiency, knowledge, and fitness to perform the duties of the new job classification. The bumping employee shall assume the rate of pay for the new position.

D. In case of layoffs, employees with two years or less seniority shall retain their seniority for a period of six months from the date of layoff. Employees with greater than two years of seniority shall retain their seniority for a period of one year from the date of layoff. This shall not apply to probationary employees.

E. The Employer will recall those employees who are laid off or furloughed in the order of the greatest seniority with the Township so long as they possess the qualifications, skills and knowledge required for the position to be filled. In the event of layoffs, the Employer will lay off employees in the following order: (1) probationary employees; (2) least senior employees provided that the remaining employees have the skill and ability to perform the work required.

F. All individuals employed as full-time and regular part time employees of the Employer shall be considered probationary employees for the first six (6) months and two (2) weeks of work. During this probationary period, or within a reasonable time thereafter, the employee may be discharged at the Employer's sole and absolute discretion for any or no reason, and such discharge shall not be subject to the grievance procedure. Full time probationary employees shall be entitled to benefits of this Agreement on the first day of the month following completion of thirty (30) calendar days.

G. Employees promoted to a new position within the bargaining unit shall serve a six (6) month and two (2) week probationary period in the new position. Employees who do not pass their probationary period in the new position shall be returned to their previous position within the bargaining unit. Demotions from new positions made within the six month and two (2) week probationary period, or within a reasonable time thereafter, shall not be subject to the grievance procedure.

H. Probationary employees including those in promoted positions shall have no standing to submit grievances related to the promotion.

ARTICLE 9 GRIEVANCE PROCEDURE

A. A grievance, for the purpose of this Article shall be defined as a dispute between the Union and the Employer as to the interpretation, application, or compliance with the provisions of this Agreement.

B. A grievance as to the interpretation, application, or compliance with the provisions of this Agreement shall be handled in the following manner:

STEP 1: The employee through his Union representative shall first present such grievance in writing to the Director of Public Works, provided such grievance is presented within seven (7) calendar days after the grievant knew or should have known of the occurrence of the event upon which such grievance is founded. The Director of Public Works shall respond to such grievance within seven (7) calendar days of receiving the same. If the Director of Public Works does not respond during this period the grievance shall be deemed denied. If the Director does not respond within the seven (7) days, or if the employee is not satisfied with the determination, the employee may proceed to STEP 2 provided it is done within seven (7) calendar days of the expiration of the aforementioned seven (7) day period.

STEP 2: If the grievance is not satisfactorily resolved at STEP 1 within the time period set forth above, the Union representative may submit a written grievance to the Township Manager within seven (7) calendar days. The Township Manager shall respond within ten (10) calendar days. In the event the grievance is not resolved at STEP 2 or if no decision has been rendered within ten (10) calendar days, the grievance shall be deemed denied and the Union representative may proceed to STEP 3 provided it is done within seven (7) calendar days of the aforementioned seven (7) day period.

STEP 3: If the grievance is not satisfactorily resolved at STEP 2 within the time period set forth above, the Union Representative may submit a written grievance to the Board of Supervisors within seven (7) calendar days. The Board of Supervisors shall schedule a meeting at the discretion of the Union Representative within thirty (30) days of receipt. The Board of Supervisors shall respond within thirty (30) calendar days after the hearing. In the event the grievance is not resolved at STEP 3, or if no decision has been rendered within thirty (30) calendar days, the Union Representative may proceed to arbitration as set forth in Step 4 below.

STEP 4: Any unsettled grievance, which has been, processed pursuant to STEPS 1 through 3 of this Article which involves the interpretation or application of this Agreement may be referred to arbitration. Referral to arbitration shall require written notice to that effect to the Employer within fifteen (15) calendar days after receipt of the decision in STEP 3, or the expiration of the thirty (30) calendar day period where a decision has not been rendered. Said notice shall specify the provisions of this Agreement alleged to be in violation; remedies sought, identify the grievant, and shall have attached to it a copy of the grievance. No more than one (1) grievance may be submitted to or be under review at any one time unless by prior mutual Agreement or unless the grievances involve the same incident and subject matter. Only the Union may submit a grievance to arbitration.

C. The arbitrator is to be selected by the parties jointly within ten (10) calendar days after notice has been given. If the parties fail to agree on an arbitrator, the party seeking arbitration must notify the American Arbitration Association requesting a list of arbitrators within fourteen (14) days of the expiration of the time to answer at STEP 3. The American Arbitration Association voluntary Labor Rules procedures for selection of the arbitrator shall apply. The cost of the arbitrator shall be shared equally by the Union and the Employer.

D. In rendering a decision, the arbitrator shall be confined to the meaning and interpretation of the particular provision of this Agreement which gave rise to the grievance.

E. The arbitrator shall not have the authority to change, amend, modify, supplement, add to, subtract from or otherwise alter this Agreement in any respect whatsoever and his sole function shall be to decide issues on the basis of facts and proper applications and interpretations of this Agreement.

F. The decision of the arbitrator shall be final and binding on the parties to this Agreement, except, however, that no decision of the arbitrator may be binding upon the Employer if the effect of the decision would be:

1. Violation of the laws of the Commonwealth of Pennsylvania.
2. Contrary to the express terms of the Agreement between the parties hereto.
3. Involve matters of inherent managerial policy including, but not limited to, functions and programs, standards of service, budgets, utilization of technology, organizational structure, and the selection and direction of personnel.

No decision of an arbitrator requiring legislative action to implement the said decision shall be binding upon the Employer.

I. The Union agrees that the provisions of this Article shall constitute the only method of adjusting employee grievances. Employees who take other economic action to settle a grievance shall be subject to appropriate disciplinary action, including discharge.

J. It is important that a grievance be processed as quickly as possible. Therefore, the time frames set forth at each step shall be considered essential. Failure to file and/or appeal the grievance at any step of the procedure, within the prescribed time limit, shall make the grievance void. If a decision is not rendered within the time limits set forth, then the grievance shall be deemed to be denied and the grievance may be appealed, in writing, to the next step if within the time limits established for such appeal.

K. Except as modified by the terms of this Agreement, no decision or award of an arbitrator shall be based upon past practices of the Employer, or the common law of the contract.

L. Any time limits as provided at any level above may be extended by mutual agreement of the parties, provided such agreement is in writing.

ARTICLE 10 DISCHARGE OR DISCIPLINARY ACTION

A. The Employer retains the right to discipline or discharge employees for just cause. The Employer retains the right to adopt and enforce reasonable work rules. Copies of all written disciplinary notices shall be sent to the Union and copied to the Steward.

B. Upon termination of employment, the Employer shall only pay employee monies due under this agreement and/or the laws of the Commonwealth of Pennsylvania. Such payment shall be made on the pay date of the next full pay period following the date of such termination.

**ARTICLE 11
FUNERAL LEAVE**

A. In the event of the death of a member of a full-time employee's immediate family, the employee shall be permitted up to three (3) work days between the date of death and the date of the funeral, inclusive, of absence with pay (up to eight hours) for purposes of attending to the arrangement of the funeral and/or attendance at the funeral.

B. The term immediate family shall be limited to the following:

| | | | |
|-----------------|---------------|------------|-------------|
| Spouse | Foster-parent | Brother | Son-in-Law |
| Daughter-in-Law | Father-in-Law | Parents | Grandparent |
| Sister-in-Law | Mother-in-Law | Sister | Child |
| Brother-in-Law | Grandchild | Step Child | Step Parent |

Immediate family shall also include a domestic partner and a domestic partner's immediate family as defined in paragraph B above.

C. When a death occurs to a full-time employee's relative, not considered as immediate family as defined above (i.e. Aunt, Uncle, Godparent, etc.), the employee will be granted one (1) day off with pay to attend services.

**ARTICLE 12
JURY LEAVE**

An employee required to serve on jury duty will be excused with pay for the time lost during his basic workweek (up to forty (40) hours) provided the employee submits a copy of the jury duty notice. The employee may keep any jury duty compensation.

**ARTICLE 13
SICK LEAVE**

A. Each full-time employee shall earn ten (10) sick days per year accrued bi-weekly. Employees shall not be permitted to use sick time in advance of accruing it.

B. Employees who are hired on or after the effective date of this agreement may accrue a maximum of sixty (60) days or four hundred eighty (480) hours of sick time, which time may be carried over from year to year. Employees who are on the payroll prior to the effective date of this agreement shall retain their current balance of accumulated sick leave. However, if any employee's balance is less than sixty (60) days (480 hours) or subsequently falls below sixty (60) days (480 hours), the sixty (60) day maximum accrual shall apply.

C. Upon an employee's voluntary resignation or retirement, but not upon termination for cause, a forced resignation or a resignation made prior to expected termination, the employee will be paid at the rate of fifty percent (50%) of the balance of their accrued sick time.

Those employees who were employed before the effective date of this agreement and have accrued sick leave balances in excess of sixty (60) days will be paid seventy-five percent (75%) of their accrued sick leave up to a maximum of one hundred twenty (120) days. Employees who are terminated for cause, forced resignation or due to expected dismissal by the Township will not be eligible to receive payment for any accrued sick time.

D. An employee must notify his or her immediate Supervisor, Department Director or his designee, at least one-half (1/2) hour before the scheduled starting time of a shift to receive compensation when calling out sick. If an employee calls and is unable to reach his immediate Supervisor or his designee, the employee must call the Public Works telephone number posted on the employee bulletin board. The employee must continue to call until a supervisor or the Department Director is reached in order to be compensated for a sick day.

It is not sufficient to call and leave a message on an answering machine. The employee must notify his immediate supervisor or the Department Director to confirm his sick leave status and planned attendance for the following day. This requirement is waived during emergency illness to employee or immediate family member but employee must communicate as soon as possible with the Department Director concerning his absence.

E. If an employee's absence is for three (3) or more consecutive days, a written note from the attending physician shall be provided before the employee returns to work.

F. It is the intention of the Employer and the Union to identify patterns of sick leave abuse and to take appropriate action to eliminate abuse of sick leave privileges. Such action may include but not limited to, requiring a physician note for each absence attributed to illness.

G. The Employer shall have the right to appoint a physician or physicians for the purpose of obtaining an independent medical examination or such other examination as may be necessary to determine whether the employee is suffering from a bona fide illness or is able to return to work. All expenses by any appointed physician or testing, procedure or any type of expenses incurred will be paid by the Employer.

ARTICLE 14
SHORT AND LONG TERM DISABILITY

A. Full-time employees who have completed their probationary period shall be eligible to receive short-term and long-term disability benefits as provided herein.

B. Short Term Disability Benefits. The Township shall provide, at its expense, short-term disability insurance for non-work related accidents or illness. The short-term disability insurance will pay up to sixty-six percent (66%) of an employee's weekly base salary for twenty-six (26) weeks after the employee has been unable to work for a period of fifteen (15) consecutive calendar days. The employee shall use available sick time for the first fifteen (15) days of absence caused by the non-work related injury or illness.

An employee may supplement the short-term disability pay by utilizing fractional increments of accrued sick time so as to provide up to one hundred percent (100%) of the employee's base pay. Notwithstanding the above, under no circumstances shall an employee collect and/or receive more bi-weekly wages (exclusive of overtime pay) while in a disability status than when working.

C. Long Term Disability Benefits. The Township shall provide, at its expense, long-term disability insurance for non-work related accidents or illness. The long-term disability insurance will pay up to sixty percent (60%) of the employee's monthly base salary to a maximum of five thousand (\$5,000) per month. Long-term disability insurance becomes available after the employee has been unable to work for one hundred and eighty consecutive calendar days. An employee may supplement this pay by utilizing fractional increments of accrued sick time so as to provide up to one hundred percent (100%) of the employee's base pay. Notwithstanding the above, under no circumstances shall an employee collect and/or receive more bi-weekly wages (exclusive of overtime pay) while on disability status than when working.

D. The payment of short-term and long-term disabilities benefits provided herein shall be pursuant to the conditions, requirements and limitations set forth in the Township's Short-Term and Long-Term Disability Insurance policies in effect at the time the employee's disability occurs.

ARTICLE 15
LIFE INSURANCE

All full time employees will be provided with a One Hundred Thousand Dollar (\$100,000) group term life insurance policy. The employee shall have the right to designate the beneficiary thereof.

**ARTICLE 16
PENSION**

A. All full time employees employed by the township as of the date of this collective bargaining agreement shall continue to participate in the Township's non-uniformed defined benefit pension plan as outlined in Township Ordinance No. 548.

B. As a required term of the first renewal of this Agreement, Union agrees to bargain with the Township to modify this Article to provide that all full time employees hired on or after March 1st 2019 shall not receive a defined benefit pension but shall be entitled to participate in a deferred compensation plan established pursuant to Internal Revenue Code Section 457, with a Township contribution of five percent (5%) of each employee's base annual wage to the plan.

**ARTICLE 17
VACATIONS**

A. Each full-time employee will be entitled to a paid vacation as follows:

| <u>Years of Service</u> | <u>Vacation Allowance</u> |
|-----------------------------|--------------------------------|
| First year | Ten (10) working days prorated |
| After one (1) year | Ten (10) working days |
| After five (5) years | Fifteen (15) working days |
| After twelve (12) years | Twenty (20) working days |
| After twenty-two (22) years | Twenty-five (25) working days |

All vacation shall be based on a forty-(40) hour workweek.

B. Vacations must be scheduled in advance and the Employer reserves the right to deny vacation requests based upon the working needs of the Township. Once vacations have been approved, they will not be cancelled without good cause. In the event the Employer must cancel a vacation period previously approved, the employee shall be permitted to carry over the vacation into the next calendar year. Priority in authorizing vacation shall be allowed on the basis of seniority, subject to the Township's needs relative to positions and qualifications.

C. Employees may take vacation time in minimum increments of two (2) hours.

D. Employees must use vacation time in the year it is earned. Employees may carryover for use in the following year one week (5 days) of earned but unused vacation time. All vacation time in excess of one week (5 days) at the end of the calendar year shall be forfeited and lost.

**ARTICLE 18
HOLIDAYS**

A. Full time employees entitled to benefits under this agreement shall be paid for the following holidays:

| | |
|------------------|------------------------|
| New Year's Day | Labor Day |
| President's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Columbus Day | New Year's Eve |

B. Holidays falling on a weekend will be honored on Friday if Holiday is on a Saturday and on Monday following the weekend if the Holiday falls on a Sunday, unless otherwise provided by the Township in writing or email at least thirty-(30) days in advance.

C. Employees required to work on any designated holiday shall be compensated at the rate of two (2) times their regular hourly rate for the hours actually worked in addition to eight (8) hours holiday pay, provided the employee works the scheduled work day before or after the holiday.

D. Full-time employees shall be entitled to pay for holidays provided they have worked the scheduled work day before or the scheduled workday following the holiday. This provision shall not apply to vacation leave or personal leave granted on the day before or day following a holiday.

**ARTICLE 19
PERSONAL DAYS**

A. Each full-time employee shall receive three (3) personal days per year. Personal days will be credited to the employee in the first pay of January of each year. Employees who are hired on or after the date of this agreement will receive three (3) personal days per year pro-rated for the balance of the calendar year from the first of the month following the end of their probationary period.

B. Personal days shall not be carried over from year to year. Personal leave may be taken in a minimum of two (2) hour increments. Employees should make every effort to provide the Department Director with advance notice of their request to use personal days.

C. The Employer reserves the right to restrict the number of employees using personal days on any given day. In the case of multiple requests resulting in unacceptable staffing levels, seniority shall determine which employee is approved to use a personal day.

D. At the time of resignation or retirement, employees shall be paid the balance of their personal days pro-rated for that portion of the calendar year prior to their last day of work. Any negative balance will be deducted from the employee's final pay or other sums due the employee, if available.

ARTICLE 20 UNIFORMS

A. All full-time employees covered by this Agreement will be provided with an initial uniform issue of six (6) shirts, six (6) pants, one (1) sweatshirt, and one (1) jacket at the expense of the Employer. Part-time employees will be provided with shirts at the expense of the employer. The Employer will be reimbursed, by the employee for all clothing and equipment which is lost or stolen due to the employee's negligence.

B. Employees who have uniforms which no longer meet proper standards or are otherwise inappropriate or defective shall return the uniforms in to the Department Director or his designee for immediate like-kind replacement. Each full-time employee shall receive an annual allocation of four hundred dollars (\$400) for uniform replacements. The employee shall be responsible for any additional uniform replacement costs.

C. All employees shall be required to wear steel-toed work boots at all times. The Employer shall annually reimburse each full-time employee for the purchase of work boots with proper receipts. The maximum annual reimbursements are as follows:

2013 - \$175 2014 - \$180 2015 - \$185 2016 - \$190 2017 - \$195 2018 - \$200

D. The Employer shall provide employees with all safety equipment required by OSHA to perform their duties. All uniforms and safety equipment shall be worn as directed by the Employer.

ARTICLE 21 HOURS OF WORK/OVERTIME

A. The normal work week for full time employees shall be forty (40) hours per week beginning at 7 am and consisting of eight (8) hours per day and five (5) days per week Monday through Friday. The normal workday shall include a one-half (1/2) hour unpaid lunch period and one (1) fifteen (15) minute paid break. The fifteen (15) minute paid break shall be taken between 10:00 a.m. and 10:30 a.m. unless changes in scheduling are necessary as determined by the Department Director or his designee.

B. The Employer reserves the right to change the normal work schedule for paving projects and when necessary to respond to winter storms or other emergencies. The Township shall provide notice a minimum of two (2) days in advance before changing the work schedule, except in case of emergencies.

C. Premium pay at one and one half (1 ½) times the regular rate of pay shall be paid for all hours worked in excess of forty-(40) hours in a week. Holidays, vacation leave, sick leave and personal leave shall count as hours worked for purposes of overtime. Double time pay shall be paid for all hours actually worked on the Sundays designated as Northampton Days. All hours shall be assigned by the Employer. There shall be no duplication or pyramiding of any overtime pay provided under this Article or any other Article of this Agreement.

D. An employee who is called in to work at other than his normal starting time, or within two (2) hours of his normal starting time, will be guaranteed a minimum of two and one half (2.5) hours of premium pay or work, beginning with his arrival at the Public Works building or the scene of the emergency for which he was called.

F. Should an employee be required to work more than ten (10) consecutive hours in a workday, he will be provided a second paid meal break of one-half (1/2) hour after ten (10) hours.

G. Should an employee be required to work more than ten (10) consecutive hours during emergency operations, the Township, at the Department Director's discretion, shall provide either meals or reimburse the employee for meals after the ten (10) hour period. Reimbursement will be made with the proper receipts at a rate not to exceed eight dollars (\$8.00) for breakfast, twelve dollars (\$12.00) for lunch, and fifteen dollars (\$15.00) for dinner.

H. Employees may elect to receive compensatory time off in lieu of cash overtime whenever overtime is earned under this agreement. The election to receive compensatory time shall apply to all overtime hours worked on a particular day. This means there shall be no splitting of time between cash overtime and compensatory time for overtime worked on a particular day. Employees may accrue a maximum of sixty (60) hours of compensatory time. All overtime worked after an employee accrues a maximum of sixty (60) hours of compensatory time must be paid in cash. The Township shall have the right to cash out all accrued but unused compensatory time at the end of each calendar year. Compensatory time may be used with the approval of the Department Director or his designee and must be indicated on the employee's time sheet.

ARTICLE 22 PROMOTIONS

Whenever a job opening occurs within the bargaining unit, a notice of such opening shall be posted on the Union's bulletin board for a period of ten (10) working days. During this period, employees who wish to apply for the open position may do so by submitting a written application to the Township.

**ARTICLE 23
EMERGENCY ASSIGNMENTS**

It is hereby agreed that in the effort to provide the most efficient service to the public, employees who are members of other bargaining units or who are not members of a union may perform duties during emergency situations, which are normally associated with this bargaining unit. Additionally, it is similarly agreed that employees of this bargaining unit, who are properly trained and qualified for other jobs, may perform duties during emergency situations that are associated with other departments and bargaining units.

**ARTICLE 24
MEDICAL INSURANCE**

A. All full-time employees shall be enrolled in the International Union of Operating Engineers Local 542 Health and Welfare Fund for Health Care Coverage. Employees will not be eligible for medical benefits until the first of the month following the payment by the employer of two monthly payments made on behalf of employee.

B. Within 10 days of the following month which each employee has worked/employed, the Township will contribute the following amounts, per employee, for coverage under the Local 542 Health and Welfare Fund for Health Care Coverage:

- | | |
|---|-------------------|
| 1. November 1, 2013 to October 31, 2014 | \$1470 per month. |
| 2. November 1, 2014 to October 31, 2015 | \$1559 per month |
| 3. November 1, 2015 to October 31, 2016 | \$1652 per month |

C. Employees enrolled in the Local 542 Health and Welfare Fund for Health Care Coverage shall contribute the following amounts toward the monthly premium cost for their Township provided healthcare insurance. The premium contributions shall be made through bi-weekly payroll deductions.

- | | |
|---|----|
| 1. November 1, 2013 to October 31, 2014 | 2% |
| 2. November 1, 2014 to October 31, 2015 | 3% |
| 3. November 1, 2015 to October 31, 2016 | 3% |

In the event that the Township remains enrolled in the Local 542 Health and Welfare Fund for Health Care Coverage and the premium increase exceeds five (5%) percent for November 1, 2016, or thereafter, then the employee contributions under this paragraph shall increase to 5%.

D. This Article of this Agreement shall reopen in 2016 for negotiation of new plan, premium and employee participation amounts for November 1, 2016 and beyond.

E. Employees who have medical insurance available from another source may elect to opt-out of the Township provided medical insurance program and will be paid twenty percent (20%) of the annual premium cost of the medical insurance. The payment will be made through bi-weekly payroll but will not be included in any calculation for overtime or pension purposes.

F. Employees electing to waive coverage under Section C above must file forms provided by the Employer no later than October 31 to be effective on January 1 of the following year. The waiver shall continue to be in effect from year to year thereafter until the employee elects to terminate the waiver payment and re-enroll in the Employer provided plan.

G. When an employee has waived coverage for a particular year, the employee may not reinstate coverage for that year except in the event of an emergency causing the loss of medical insurance from another source. Emergencies shall include loss of employment or termination of insurance coverage provided by the alternative insurance carrier. Emergencies shall not include the change of any such alternative coverage from a noncontributory to a contributory plan, or the voluntary declination of the insurance offered by the spouse's employer. If reinstatement occurs during a waived period due to an emergency, the employee shall repay, pro-rata, any amount already paid to the employee for the waiver. This repayment will be made through payroll deductions.

H. Township retains the right, in its discretion, to change health insurance providers during the term of this Agreement, provided that the levels of coverage provided are substantially similar. The union agrees that there shall be no penalty applicable to Township for any withdrawal from the Local 542 Health and Welfare Fund for Health Care Coverage.

I. Township shall maintain and provide all current healthcare coverage prior to ratification of this Agreement and until Local 542 Plan(s) becomes effective.

ARTICLE 25 WAGES

A. Effective upon the execution of this Agreement, Employees shall be paid hourly wages during the term of this Agreement as provided in the wage scale set forth in Appendix "A" attached hereto. Township shall pay employees in accordance with the 2013 wage scale depicted on Appendix "A" from November 1, 2013 through February 28, 2014. Effective March 1, 2014 through February 28, 2015, the 2014 wage scale shall apply, and so on through the expiration of this Agreement on February 28, 2019.

B. In addition to the foregoing, any employee performing work as a part of the Township Street Light Maintenance Program shall be paid an additional wage in the form of a shift differential in the amount of One (\$1.00) Dollar per hour only for work performed as a part of the Street Light Maintenance Program.

C. In the first regular payroll following the ratification and execution of this Agreement, each full-time employee shall receive a lump sum payment in the amount of Two Thousand (\$2,000.00) Dollars in lieu of any retroactive pay from January 1, 2012 through the effective date of the wage scale provided under this Article.

D. The Township reserves the right, in its sole discretion, to hire a new employee at a higher step on the wage scale, based upon the new employee's qualifications and experience.

E. Township will agree to reimburse employees any CDL licensing fees which are required to perform their job duties.

F. Township agrees to offer Employees under this Agreement enrollment in the ICMA RC Plan (457(b) Plan) and to continue to contribute an amount equal to one (1%) percent of an enrolled employee's annual salary to the Plan. Township reserves the right to suspend any Township contribution under this paragraph, provided, however, that Township may not suspend contributions to less than all Township employees.

ARTICLE 26 DRUG & ALCOHOL TESTING

A. The parties have agreed that the Employer may implement a drug and alcohol testing program that will include testing in the case of reasonable suspicion. Reasonable suspicion shall include, but is not limited to, situations where an employee is involved in an unexplained accident, an accident resulting in personal injury to an employee or others, personal observations by a supervisor or other individual indicating the employee is under the influence of drugs or alcohol, and an accident resulting in property damage of more than \$500.

B. Employees who return to work from an absence, layoff, leave of absence, illness or any other reason for a period of three weeks or more shall submit to a drug and alcohol screen conducted by a laboratory that is either certified by the National Institute for Drug Abuse ("NIDA") or has made application for NIDA certification.

C. An employee who tests positive on the drug or alcohol screen may be provided one opportunity for rehabilitation at the discretion of the Employer. If the employee rejects rehabilitation or fails to successfully complete the rehabilitation program he shall be terminated. Only upon successful completion of the rehabilitation program shall the employee be permitted to return to work.

D. An employee who has successfully completed the rehabilitation program and returned to work shall be subject to random drug and alcohol testing for a period of two years at the employee's expense following his return to work. If at any time the employee tests positive he shall be terminated.

E. An employee who fails to submit to a drug screen when directed to do so by his supervisor under the Drug and Alcohol Testing Policy shall be terminated from employment with the Township.

F. Employees who are under the care of a physician and are using prescription medications must notify their immediate supervisor. The employee will also advise of the known effects the medication may have on their work performance, and the length of time that the medication must be taken.

**ARTICLE 27
SEVERABILITY**

Should any article, section, provision, clause or sentence of this Agreement be declared illegal by a Court of competent jurisdiction, said portion of this Agreement shall be automatically deleted from this Agreement to the extent that it violates the law; however, the remaining articles, sections, provisions and clauses of this Agreement shall remain in full force and effect for the term of this Agreement, if the same were not affected by the deleted portion.

**ARTICLE 28
ADHERENCE TO EXISTING ACTS OF GENERAL ASSEMBLY**

It is further understood and agreed between the Employer and Union that the Employer shall in all instances be bound by the Acts of General Assembly, and if a conflict exists with any provisions of this Agreement, the Act shall supersede the Agreement. The adherence to such Acts shall not constitute a breach of this Agreement by the Employer. Adherence to any specific Act of the General Assembly shall be determined exclusively by the Solicitor for the Employer.

**ARTICLE 29
EFFECT OF AGREEMENT**

A. The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement and commitment between the parties thereto.

B. All items proposed by the Union, whether agreed to or rejected, will not be subject to re-negotiations until negotiations for a new contract commence in accordance with the provisions of Act 195.

C. The execution of this Agreement resolves all outstanding issues between the Union and the Employer and terminates all disputes initiated prior to the date of Union approval. The Union agrees to take all necessary actions to withdraw and/or terminate such pending actions.

**ARTICLE 30
DURATION**

This Agreement shall take effect upon ratification and approval by both parties and shall remain in full force and effect until the last day of February 2019.

**NORTHAMPTON TOWNSHIP
BOARD OF SUPERVISORS**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 542C**



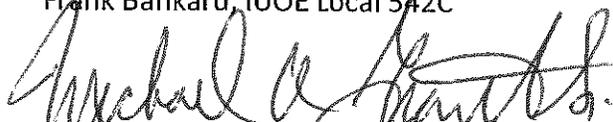
Dr. Kimberly Rose, Chairman



Frank Bankard, IUOE Local 542C



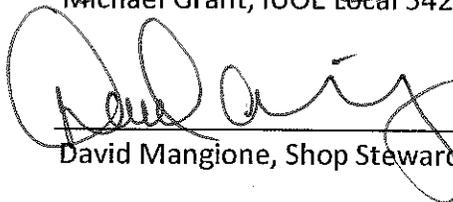
Eileen Silver, Secretary



Michael Grant, IUOE Local 542C



Robert M. Pellegrino, Manager



David Mangione, Shop Steward

DATE 10/3/2013

DATE 10-7-13

