

To protect the health, safety and welfare of the public, Township Commissioners and Township employees during the COVID-19 pandemic, this meeting will take place entirely via Zoom. Participation is enabled via telephone, smartphone, tablet or personal computer.

Please mute yourself for the duration of the meeting unless you are called upon to comment. Cheltenham Township, believing that public input is appropriate on any items coming before the Commissioners, will recognize any citizen wishing to address a specific item prior to the vote on that issue. There are several ways to comment on an item: 1) raise your hand (to your camera or using the hand raise button); 2) type your comment in the Zoom Comments Box; or 3) dial *9 from your phone, and wait until you are called on.

If you would like to send your comment in advance of the meeting, you may email it to alupino@cheltenham-township.org no later than 24 hours prior to the meeting.

This meeting will be available to 100 participants. If you are unable to participate in the live meeting, the meeting will be recorded and the recording will be posted on the Township's [website](#), [YouTube](#) and [Facebook](#) pages.



AGENDA

BOARD OF COMMISSIONERS' SPECIAL MEETING

Wednesday, July 6, 2022

7:30 p.m. | Via Zoom Web Conference

To Join Zoom Video Meeting:

[Click Here](#)

Dial by your location:

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 889 7721 7815, Password: 325810

1. Pledge of Allegiance
2. Sunshine Act Announcement
3. Roll Call
4. Public Comment – Agenda Items
5. Approval of the Teamsters Union Local No. 115 Collective Bargaining Agreement (CBA) effective January 1, 2022 to December 31, 2026.
6. Old Business
7. New Business
8. Citizens' Forum
9. Adjournment

Robert Zienkowski
Township Manager



AGREEMENT

By and Between

CHELTENHAM TOWNSHIP

and the

TEAMSTERS UNION LOCAL NO. 115

*of Philadelphia, Pennsylvania,
affiliated with the International Brotherhood of Teamsters*

JANUARY 1, 2022 through DECEMBER 31, 2026



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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I - PARTIES, PURPOSE, CONSIDERATIONS

(1) THIS AGREEMENT is entered into as of the 1st Day of January, 2022, between CHELTENHAM TOWNSHIP, (hereinafter referred to as the "EMPLOYER") and TEAMSTERS UNION LOCAL NO. 115 of Philadelphia, Pennsylvania, affiliated with the International Brotherhood of Teamsters(hereinafter referred to as the "UNION").

(2) WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefit.

(3) NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE II - UNION RECOGNITION

(1) The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the employees whose classifications are set forth herein, employed by the Employer, within the geographical jurisdiction of the Union.

ARTICLE III - NON-DISCRIMINATION

(1) There shall be no discrimination or harassment permitted by the Employer or Union against any employee because of race, color, creed, national origin, sex, age, political affiliation, disability, sexual orientation or because of Union membership or activity.

ARTICLE IV MANAGEMENT'S RIGHTS

(1) The Union recognizes the prerogatives of the Township to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in Section 702 of the Pennsylvania Public Employee Relations Act of 1970. Except as otherwise provided in this Agreement, it is agreed the Township is not required to bargain over matters of inherent managerial policy, and this Agreement in no way restricts or shall be deemed to limit the Township in any way in the exercise of the customary functions of management including such areas of discretion or policy as the programs of the Township, its standards and type of services, its overall budget, utilization of technology, the organizational structure, schedules of work, the selection and direction of personnel, performance, evaluations, and the right to make such business decisions as it considers necessary or advisable for the efficient operation of the Township. The determination of the governmental services to be rendered to the citizens of the Township and the manner in which such services shall be rendered shall be the sole responsibility of the Township. The Township shall have the right to hire and lay off employees, to

classify, assign, transfer and promote them, to discipline or discharge them for cause and, in general, to maintain discipline, order and efficiency in the operation of the Township, including the right to introduce new and improved methods and facilities, and the right to change or eliminate existing methods and facilities. The Township shall have the right to publish reasonable rules and regulations from time to time as it may deem necessary and proper for the orderly conduct of its affairs, provided that the same are not inconsistent with the terms of this Agreement and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE V - MAINTENANCE OF MEMBERSHIP AND DUES DEDUCTION

(1) All employees of the Township who are members of the Union on the date this Agreement is executed shall maintain their membership in good standing for the duration of this Agreement. All employees of the Township who join the Union subsequent to the execution date of this Agreement shall thereafter maintain their membership in good standing for the duration of this Agreement. Maintenance of membership in good standing by employees who are or become members of the Union shall be a condition of continued employment by the Township for the duration of this Agreement. It is provided that such employees may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

(2) Upon the filing with the Township by the Union of written authorization from the employees (on the authorization form which has been agreed to by the Township and the Union and made a part hereof by reference), the Township shall deduct from the pay of each employee who shall have given such authorization an initiation fee and periodic monthly dues. Such authorizations shall be irrevocable for the duration of this Agreement and shall be automatically renewed from year to year thereafter unless revoked during a period of fifteen (15) days prior to the expiration date of this or any subsequent Agreement. The Township shall remit said initiation fees and/or dues to the Secretary-Treasurer of the Union within ten (10) days following the day when the initiation fees and/or dues are deducted, together with a list of the names of the employees from whose pays said deductions were made.

(3) Upon receipt of written authorization for deductions from wages signed by the employee, the Employer agrees to deduct from the wages of employees their contributions to the Teamsters Local No. 115 Political Action Fund and Social Fund, or such similar organizations as may be requested by the Union. The Employer will make deductions as provided in the authorization and will forward the amounts deducted to the Teamsters Union Local No. 115 Political and Social Fund, 2833 Cottman Avenue, Philadelphia, Pennsylvania 19149, on a monthly basis. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by applicable law.

(4) The Employer and the Union agree on the effective date of this agreement that all employees subject to this agreement shall at the minimum be required to pay a fair share fee as provided by law. The Union and the Employer agree to comply with all applicable laws.

ARTICLE VI - NO STRIKE OR LOCKOUT

(1) There shall be no strike, work stoppage, slowdown, refusal to work or picketing by the Union or its representatives or members, or any lockout on the part of the Township during the term of this Agreement.

ARTICLE VII – WAGES

(1) **WAGES** – All employees shall receive the following wage increases per hour per classification per year as follows:

2.0% on January 1, 2022;	2.0% on July 1, 2022;
2.0% on January 1, 2023;	2.0% on July 1, 2023;
2.5% on January 1, 2024;	2.0% on July 1, 2024;
2.0% on January 1, 2025;	2.0% on July 1, 2025;
2.0% on January 1, 2026;	2.0% on July 1, 2026.

The below rates for each job classification are intended to reflect these increases.

CLASSIFICATION

Lead Mechanic:

January 01, 2022:	\$31.65	July 01, 2024:	\$35.12
July 01, 2022:	\$32.28	January 01, 2025:	\$35.82
January 01, 2023:	\$32.93	July 01, 2025:	\$36.54
July 01, 2023:	\$33.59	January 01, 2026:	\$37.27
January 01, 2024:	\$34.43	July 01, 2026:	\$38.02

Group Leader:

January 01, 2022:	\$31.46	July 01, 2024:	\$34.89
July 01, 2022:	\$32.09	January 01, 2025:	\$35.59
January 01, 2023:	\$32.73	July 01, 2025:	\$36.30
July 01, 2023:	\$33.38	January 01, 2026:	\$37.03
January 01, 2024:	\$34.21	July 01, 2026:	\$37.77

Automated Recycling Driver:

January 01, 2022:	\$31.15	July 01, 2024:	\$34.57
July 01, 2022:	\$31.77	January 01, 2025:	\$35.26
January 01, 2023:	\$32.41	July 01, 2025:	\$35.97
July 01, 2023:	\$33.06	January 01, 2026:	\$36.69
January 01, 2024:	\$33.89	July 01, 2026:	\$37.42

HEO 1:

January 01, 2022:	\$31.00	July 01, 2024:	\$34.39
July 01, 2022:	\$31.62	January 01, 2025:	\$35.08
January 01, 2023:	\$32.25	July 01, 2025:	\$35.78
July 01, 2023:	\$32.90	January 01, 2026:	\$36.50
January 01, 2024:	\$33.72	July 01, 2026:	\$37.23

Auto State Mechanic:

January 01, 2022:	\$30.93	July 01, 2024:	\$34.31
July 01, 2022:	\$31.55	January 01, 2025:	\$35.00
January 01, 2023:	\$32.18	July 01, 2025:	\$35.70
July 01, 2023:	\$32.82	January 01, 2026:	\$36.41
January 01, 2024:	\$33.64	July 01, 2026:	\$37.14

HEO 2:

January 01, 2022:	\$30.84	July 01, 2024:	\$34.22
July 01, 2022:	\$31.46	January 01, 2025:	\$34.90
January 01, 2023:	\$32.09	July 01, 2025:	\$35.60
July 01, 2023:	\$32.73	January 01, 2026:	\$36.31
January 01, 2024:	\$33.55	July 01, 2026:	\$37.04

Driver Operator:

January 01, 2022:	\$30.56	July 01, 2024:	\$33.90
July 01, 2022:	\$31.17	January 01, 2025:	\$34.58
January 01, 2023:	\$31.79	July 01, 2025:	\$35.27
July 01, 2023:	\$32.43	January 01, 2026:	\$35.98
January 01, 2024:	\$33.24	July 01, 2026:	\$36.70

Skilled Laborer:

January 01, 2022:	\$30.25	July 01, 2024:	\$33.57
July 01, 2022:	\$30.86	January 01, 2025:	\$34.24
January 01, 2023:	\$31.48	July 01, 2025:	\$34.92
July 01, 2023:	\$32.11	January 01, 2026:	\$35.62
January 01, 2024:	\$32.91	July 01, 2026:	\$36.33

Laborer:

January 01, 2022:	\$29.96	July 01, 2024:	\$33.23
July 01, 2022:	\$30.56	January 01, 2025:	\$33.89
January 01, 2023:	\$31.17	July 01, 2025:	\$34.57
July 01, 2023:	\$31.79	January 01, 2026:	\$35.26
January 01, 2024:	\$32.58	July 01, 2026:	\$35.97

- a. **Pay Period Direct Deposit Pay:** All hourly employees shall be required to designate a bank for direct deposit of their paycheck. The Township will define the pay period and pay dates in conjunction with the required direct deposit pay.

- b. Effective January 1, 2017, employees working on the Camera Truck in the Sewer Department shall be paid \$1.00 per hour above their classification rate, for all hours working as the Camera Truck Operator. If the employee(s) work at least three hours on any day as the Camera Truck Operator he/they shall be paid the \$1.00 per hour for the entire day.

(2) Effective January 01, 2022 longevity payments shall be as follows, per employee:

Years of Service	Longevity Bonus (Annual)	Longevity Bonus (Bi-Weekly)
3	\$200.00	\$7.69
4	\$350.00	\$13.46
5	\$500.00	\$19.23
6	\$650.00	\$25.00
7	\$800.00	\$30.77
8	\$950.00	\$36.54
9	\$1,100.00	\$42.31
10	\$1,250.00	\$48.08
11	\$1,400.00	\$53.85
12	\$1,550.00	\$59.62
13	\$1,700.00	\$65.38
14	\$1,850.00	\$71.15
15	\$2,000.00	\$76.92
16	\$2,150.00	\$82.69
17	\$2,300.00	\$88.46
18	\$2,450.00	\$94.23
19	\$2,600.00	\$100.00
20	\$2,750.00	\$105.77
21	\$2,900.00	\$111.54
22	\$3,050.00	\$117.31
23	\$3,200.00	\$123.08
24	\$3,350.00	\$128.85
25	\$3,500.00	\$134.62
26	\$3,650.00	\$140.38
27	\$3,800.00	\$146.15
28	\$3,950.00	\$151.92
29	\$4,100.00	\$157.69

Years of Service	Longevity Bonus (Annual)	Longevity Bonus (Bi-Weekly)
30	\$4,250.00	\$163.46
31	\$4,400.00	\$169.23
32	\$4,550.00	\$175.00
33	\$4,700.00	\$180.77
34	\$4,850.00	\$186.54
35	\$5,000.00	\$192.31
36	\$5,150.00	\$198.08
37	\$5,300.00	\$203.85
38	\$5,450.00	\$209.62
39	\$5,600.00	\$215.38
40+	\$5,750.00	\$221.15

(3) All employees who are selected (through job posting) to drive heavy-duty trucks weighing 26,000 or more pounds on a regular full-time basis, shall be classified as Driver-operator and shall receive the rate paid for said classification. Any employee in either the Highway or Parks Department who drives a heavy-duty truck weighing 26,000 or more pounds on a temporary or part-time basis shall receive the rate specified for Driver-operator; however, a minimum of three (3) hours must be worked as a Driver-operator in any one (1) day in order for an employee to be entitled to receive the Driver-operator rate for that day.

(4) It is agreed that in the event new classifications should be established by the Township during the term of this Agreement, the parties hereto shall meet promptly for the purpose of mutually determining equitable rates for such new classifications.

(5) It is agreed that the Township shall continue the payment of wages on a regular bi-weekly basis.

(6) In the event the Township eliminates a piece of equipment that will necessitate the layoff of the operator of said equipment, the Township will meet and discuss with the Union the reason for the elimination of the equipment. The Township will not eliminate the equipment causing said layoff without first discussing its elimination with the Union. This provision shall not apply to unexpected breakdown or destruction of the equipment.

(7) Each mechanic shall receive an annual tool allowance of \$750.00 with reimbursement payments provided by the Township within four (4) weeks of the provision of copies of purchase receipts to the Township.

ARTICLE VIII - INSPECTION PRIVILEGE

(1) It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this Agreement. Union officials shall have the right to enter the premises to satisfy themselves that this Agreement is being observed.

(2) The Union, Business Agent or their representatives, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay is in dispute.

ARTICLE IX – STEWARDS

The Employer recognizes the right of the Union to designate Shop Stewards and alternates in accordance with present practice.

(1) The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

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

(2) Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

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

(4) Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Stewards shall be permitted to attend on or off the property any Negotiations, Arbitrations and any other meetings/hearings involving grievances or contractual issues without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Stewards will not abuse this agreement and are expected to report to work both before and after the conclusion of any such attended meetings/hearings with the Business Agent and/or Management, in accordance with the above. Stewards shall be permitted to attend on or off the property any Negotiations, Arbitrations and any other meetings/hearings involving grievances or contractual issues without loss of time or pay.

ARTICLE X - LEAVES OF ABSENCE

(1) **Sick Leave:** All regular employees shall be granted sick leave as follows:

- a. Fifteen (15) days of paid sick leave per year after the first full year of employment shall be granted each employee, and any unused sick leave may be accumulated to a maximum of one hundred sixty (160) days or (1280) hours. The Township agrees not to force an employee to use any of their sick leave days when they are out on an approved leave of absence just for FMLA and Short Term Disability. New hires shall be granted sick leave as follows:

Completed Months of Service	Sick Days Granted
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
12*	15

*After completion of the twelfth (12th) month (one (1) year anniversary).

- b. Upon presentation of satisfactory evidence of illness or off-duty injury of such nature or severity as to make an employee unable to perform his duties, paid time off for sick leave shall be granted at his regular straight-time rate of pay. No sick leave for more than three (3) successive working days shall be granted unless a suitable statement from a qualified physician, attesting to the disability of the employee is furnished to the Township.
- c. All Employees who wish to take a paid sick day must notify the Township no later than the start of their assigned shift. In the event the employee does not notify the Township by the start of his shift, he shall not be entitled to a paid sick day. Upon submission of a written, irrevocable notice of retirement, that retiring employee, with advance notice, may use upto thirty (30) days of sick leave immediately prior to the effective retirement date.
- d. An employee who reports to work more than one-half (½) hour after the start of employees assigned shift may be sent home without pay. The Township will not enforce this provision in an arbitrary or discriminatory manner.
- e. Employees unable to report for work at their regular time shall report such fact to their superior in advance, if possible, and promptly in any case. Failure to do so may be cause for losing sick leave benefits for the period of the illness. Repeated failure

may result in disciplinary action, including discharge.

- f. After a period of continuous illness of seven (7) days or after his accumulated sick leave expires, whichever occurs later, the employee will receive an insurance form which must be completed by the employee and his physician and returned to the Township. The employee will continue to receive full pay for the duration of his accumulated sick leave.
- g. The Sickness and Accident Plan pays 66-2/3% of the first \$300 of weekly base pay plus 50% of the excess, subject to overall maximum benefit of \$380 per week for a maximum period of twenty-six (26) weeks.
- h. This Plan is integrated with the sick leave plan and starts when the earned sick leave expires. If the employee has no earned sick days, the plan provides for payment starting the eighth (8th) day of illness or the first day following an off duty injury, provided the employee has completed the eligibility period of ninety (90) days.
- i. A medical examination will be required after extended illness before the employee may return to work. Injuries received on the job do not involve sick leave and are covered under Workmen's Compensation.

(2) Other Leave

- a. All employees shall be granted four (4) working days off with pay for a death in the employee's immediate family (husband, wife, brother, sister, parents, child, stepchild, stepparents, grandparents-in-law, grandparents or parents-in-law). The Township reserves the right to request information verifying an employee's utilization of bereavement leave.
- b. It is the policy of the Township that upon receipt of notification by an employees personal family that they are in need of his presence at home, he shall be so notified promptly while on the job by the supervisor in charge or his representative. To facilitate this policy, the employee must be certain to keep current addresses and emergency notification information filed with the Personnel Office.
- c. An employee whose service in the capacity of juror makes it impossible or impractical to work the hours necessary to earn the equivalent of forty (40) hours straight-time pay in a regular work week, may make application to the Employer for the difference between jury duty pay received and his normal weekly earnings. The Employer agrees to pay such amount upon presentation of due proof by the employee of such jury duty.
- d. Effective January 1, 2017 The Township shall run FMLA concurrent with Workers' Compensation and Short Term Disability.

(3) Perfect Attendance Day: An employee will be awarded one (1) day off for every six (6) consecutive months of perfect attendance in which an employee does not utilize a sick day. One (1) emergency personal day can be utilized without affecting personal attendance. The Township shall no

longer award a sick incentive day to any employee out of work on Workers Compensation, FMLA, or paid COVID-19 leave.

(4) **Personal and Sick Days Combination:** Effective upon ratification employees will no longer be able to combine consecutively more than 3 days of both personal and sick days unless they have a statement from a qualified physician.

(5) **Unexcused Absences:**

Each day of an unexcused absence shall constitute one occasion.

Example of Proposed Change:

- 1 Unexcused Absence – (1st verbal warning)
- 1 Unexcused Absence – (written warning)
- 1 Unexcused Absence – (3 day suspension)
- 1 Unexcused Absence – (5 day suspension)

Any additional Absence shall result in the termination of the employee.

(6) **Workers Compensation**

An employee who incurs a work-related injury or illness covered by the Pennsylvania Workers Compensation Act shall be entitled, at his or her discretion, to use one and one-half (1.5) hours of his/her accrued paid leave time for each day the employee receives Workers Compensation benefits. The employee may elect to draw this paid leave time from accrued sick leave, personal leave, or vacation time.

ARTICLE XI – VACATIONS

(1) All full-time employees shall be entitled to the following vacations:

Years of Service	Weeks of Paid Vacation
1 year	2 weeks (10 days)
5 years	3 weeks (15 days)
15 years	4 weeks (20 days)
25 years	5 weeks (25 days)
26 years	One additional day (26 days)
27 years	One additional day (27 days)
28 years	One additional day (28 days)
29 years	One additional day (29 days)
30 years	One additional day (30 days)

(2) Vacations shall be requested and scheduled in advance to meet the convenience of the Township, as determined by the employee's Department Head, with preference being given on the basis of departmental seniority insofar as it is feasible and practical. Employees shall be entitled to use vacations in days as follows: three (3) weeks vacation may use one (1) week in days; four (4) or more weeks vacation may use two (2) weeks in days. No employee shall be granted a continuous vacation of more

than two (2) weeks at one time and employees entitled to two weeks or more vacation shall take at least one week's vacation at a time. Employees will provide forty-eight (48) hours' advanced notice of vacation utilization except in cases of emergency in which utilization will not be unreasonably denied.

(3) No vacations for Highway employees and pool laborers between October 22ND and December 8Th of each year, and no vacations shall be taken by employees of the Parks Department between May 15th and July 1st of each year.

(4) As of January 1, 2017 advance receipt of vacation pay is eliminated.

(5) All employees will be paid forty (40) hours for all vacation weeks or eight (8) hours for each day of vacation.

(6) No more than one (1) employee from the Garage and Sewer Departments on vacation at any one time.

(7) No more than four (4) employees from Refuse and Highway Departments on vacation at any one time. No more than two (2) from the Refuse and Highway Departments in the same classification on vacation at any one time.

(8) No more than two (2) employees from the Parks Department on vacation at any one time.

(9) The Township agrees not to force an employee to use any of their vacation days when they are out on an approved leave of absence just for FMLA and Short Term Disability.

ARTICLE XII – CHELTENHAM TOWNSHIP OBSERVANCES

(1) Eligible employees shall receive payment for the following holidays and Township Observances:

New Years Day	Martin Luther King's Birthday
Presidents' Day	Memorial Day
Flag Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Township Observances: Good Friday, Christmas Day	

(2) To be eligible for holiday pay an employee must work the scheduled day before and after the holiday unless he receives permission from the Township prior to the holiday to the contrary or presents an excuse acceptable to the Township as to why he was not able to work the scheduled day before or after the holiday.

(3) Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.

(4) In addition to the above holidays, each employee shall be entitled to receive two (2) personal holidays per year. Employees must give twenty four hours (24) notice prior to taking a personal holiday, and it is understood that no more than two employees from each of the following departments, Refuse, Parks and Highway may take personal holidays on the same day. In the Garage Department no more

than one (1) employee may take a Personal Holiday off on any given day.

(5) The Township agrees not to force an employee to use any of their Personal days when they are out on an approved leave of absence.

(6) Employees scheduled to work on a recognized Holiday shall be paid a minimum of eight (8) hours pay at two (2) times the employee’s regular hourly rate, in addition to the eight (8) hours Holiday pay at their straight time hourly rate. Employees scheduled to work the day after Thanksgiving shall be paid eight (8) hours at a rate of two (2) times the normal hourly rate including eight (8) hours of holiday pay.

(7) In cases of an emergency call in on a Holiday, each employee shall be guaranteed a minimum of four (4) hours of one and one-half (1 1/2) times the normal hourly rate except if the Holiday date falls on a Sunday which shall be paid at two times the normal hourly rate for all hours worked, whichever amount is greater, in addition to the eight (8) hours Holiday pay at their straight time hourly rate.

ARTICLE XIII - HEALTH AND WELFARE

(1) The Township will provide at its cost a Fifteen Dollar (\$15.00) HMO Plan or a Fifteen (\$15.00) Dollar PPO Plan in accordance with the schedule of benefits set forth in Addendums 1 and 2 attached hereto. All employees hired after January 1, 2005 must elect to be covered for health insurance by the township selected HMO.

(a) HMO Plan: Effective 1-1-14

(b) PPO Plan: Effective 1-1-14

- \$15 Primary Co-Pay
- \$25 Specialty Co-Pay
- \$10 Generic/\$25 Brand Prescription Retail Co-Pay
- \$40 non-formulary pharmacy benefit
- \$20/\$50/\$80 Brand Prescription Mail Order Co-Pay

- \$15 Primary Co-Pay In-Network
- \$25 Specialty Co-Pay In-Network
- \$10 Generic/\$15 Brand Prescription Retail Co-Pay
- \$40 non-formulary pharmacy benefit
- \$20/\$50/\$80 Brand Prescription Mail Order

(2) The Township shall continue to pay the entire cost of the aforesaid programs except as to the co-pay and deductible portions of the programs. Effective January 1, 2017 each employee electing the HMO Plan shall be required to contribute one percent (1.75%) of his/her base pay as contribution to his/her health insurance. Effective January 1, 2018 each employee electing the HMO Plan shall be required to contribute one percent (2.0%) of his/her base pay as contribution to his/her health insurance. Effective January 1, 2019 each employee electing the HMO Plan shall be required to contribute one percent (2.25%) of his/her base pay as contribution to his/her health insurance. Effective January 1, 2020 each employee electing the HMO Plan shall be required to contribute one percent (2.50%) of his/her base pay as contribution to his/her health insurance. Effective January 1, 2017 each employee electing the PPO Plan shall be required to contribute three percent (3.25%) of his/her base pay as contribution to his/her health insurance. Effective January 1, 2018 each employee electing the PPO Plan shall be required to contribute three percent (3.50%) of his/her base pay as contribution to his/her health insurance. Effective January 1, 2019 each employee electing the PPO Plan shall be required to contribute three percent (3.75%) of his/her base pay as contribution to his/her health insurance. Effective January 1, 2020 each employee electing the PPO Plan shall be required to contribute three percent (4.0%) of his/her base pay as contribution to his/her health insurance. (See attached plan design changes)

(3) Each employee will be given a copy of their health insurance program with the amount of the co-pays and deductions.

(4) The Township will provide Group Life Insurance for each hourly employee who has completed his ninety (90) day eligibility period. The basic amount of such life insurance will be \$50,000 for each eligible employee; as soon as practical after ratification. In addition to the basic insurance of \$50,000 eligible employee is covered by additional \$20,000 in the event of such employee's accidental death. These amounts of insurance will remain in force until any employee retires under the Township's Retirement Plan, in such event the employee's coverage is replaced by a "lump sum" death benefit of \$1,000 paid from the Pension Trust.

The basic amount of life insurance shall be the amount of \$50,000.

(5) It is agreed that the Township shall have the right to change the carrier of the Sickness and Accident Plan, Major Medical, Life Insurance and/or other insurance plans set forth herein provided the coverage under any substitute plan shall remain unchanged.

(6) The Township shall provide a dental plan for the employee and his dependents providing full coverage of class A expenses and 50% for class B expenses with a maximum calendar year benefits per person of \$1,000 and a maximum lifetime benefit for employees or dependents, under 19 years of age, for orthodontic expenses of \$800.

(7) The Township shall provide at its expense optical coverage for each employee and eligible dependent as set forth in attachment A.

(8) All employees who retire will be provided with full existing medical coverage for themselves and eligible dependents with all premiums to be absorbed by the Township. Such coverage for retired employees shall only apply to employees who have ten (10) years of service and retire after age 55 under the Township's pension plan. Such coverage shall cease at age 65 at which time the Township shall provide at its expense "Blue Cross 65 Special" for such employee and eligible dependent or equivalent coverage by another carrier. The above coverage shall not apply in the event the employee becomes employed and receives health coverage.

(9) Per the Affordable Care Act there shall be no lifetime maximums to the Major Medical.

(10) **Post Retirement**- Effective January 1, 2009 all new hires shall have to pay 7% of the premium annually upon retirement. Employees who have not been employed five (5) years as of 12/31/08, retiree to pay 4% of the premium annually upon retirement.

- a. Employees retiring after 12/31/14 will automatically be enrolled in the HMO plan.
- b. Employees retiring after 12/31/14 coverage will be limited to the existing spouse and any biological children.
- c. As of January 1, 2019 any hourly employee who qualifies for post-retirement benefits (hired prior to December 31, 2013 and who meets age and service retirement requirements) shall only be entitled to post-retirement healthcare benefits up to when the employee qualifies for

Medicare, after which the employee will only be entitled to perscription coverage.

- d. As of January 1, 2019 any hourly employee hired prior to December 31, 2013 who retires and meets the requirements for post-retirement healthcare benefits shall receive the same contracted healthcare benefits being provided to the current hourly employees throughout their retirement years. Whenever and whatever changes are made to the active hourly healthcare plans through future contract negotiations those same changes will equally apply to all of the retired hourly employees. This will apply to all plan design and benefit changes, deductibles and co-pays not to premium contributions.
- e. Any employee who retires and becomes employed with another employer where health benefits are available shall receive their benefits from that employer. If the retiree through the new employer's health plan is forced to contribute towards the premium, the Township agrees to reimburse the retiree on a monthly basis for all premium costs over what they would be required to pay in retirement towards the Township's health care premium costs. If during the time period of the retiree's eligiblity for healthcare benefits the retiree ceases from working and has no post employment health insurance offered to him by the employer, he shall be reinstated to and receive the Township's current contracted employee's health insurance.

(11) **Notification** – New eligible employees or employees with a change on their family situation must notify the Human Resources Office within 30-days of the qualifying event.

(12) Employees hired after December 31, 2013 will not receive any post-retirement health care benefits.

(13) Currently the healthcare cost is above the threshold for the Cadillac Tax in the Affordable Care Act, which is set to take effect in 2020. If the Cadillac Tax is still law and will go into effect during the life of this agreement the Union and the Township agrees to a reopener for health insurance only and agree to meet a minimum of 60 days prior to the Cadillac Tax going into effect. The purpose of this reopener it to try to find an alternate way to minimize the cost for both the Township and the Employees

(14) The Township and Union mutually agree to maintain the status quo in effect as of January 1, 2022 for health insurance plans and cost sharing through December 31, 2023 and further agree to re-open this Collective Bargaining Agreement as of January 1, 2023 for the purpose of negotiating a change in health insurance cost sharing to become effective on January 1, 2024, subject to mutual agreement by the Township and the Union.

ARTICLE XIV – PENSION

(1) The Township Pension Plan shall provide a benefit of 2% time's years of service time's average pay in the three highest years of the employee's earnings. For each year in excess of twenty (20) years, an employee may retire one year earlier than the normal retirement date of 65. Minimum age for retirement shall be age 55. There shall be 100% pension vesting after five (5) years of credited service.

- a. The Township's Pension Plan Ordinance will be amended to allow all pension participants to make their contract stipulated employee pension contributions with pre-tax wage dollars rather than with post tax wage dollars. The net effect of this change will be to reduce down

the employee's required federal wage taxes. By way of example, an hourly employee with a base salary and yearly overtime totaling \$60,000 that is making a pension contribution of 5% with a federal tax withholding rate of 15% would have a yearly reduction of \$450 in paid federal taxes and a resulting yearly increase of \$450.00 in their take home pay.

(2) Employees hired after December 31, 2013 the minimum retirement age shall be set at age 60 with 20 years of service.

(3) Employees hired after December 31, 2013 the Township Pension Plan shall provide a benefit of 1 1/2 times years of service times average pay in the three highest years of employee's earnings. There shall be 100% pension vesting after five (5) years of credited service.

(4) Employees hired after December 31, 2013 the Pension shall be capped at 100% of their salary.

(5) All employees will contribute 5% of total yearly wages earned towards their pension.

(6) Effective January 1, 1989, Article X, paragraph 10.3 of Ordinance No.1671 shall be amended as follows:

"The employee's contribution shall be suspended for the duration of this agreement or until such time that the Commonwealth of Pennsylvania under Act 205 does not provide the necessary funds to actuarially maintain the pension plan."

ARTICLE XV - GRIEVANCE AND ARBITRATION PROCEDURES

(1) Any grievance or dispute may be handled in the manner provided by this Article. Any grievance not presented or begun to be presented within five (5) working days, (excluding Saturdays, Sundays, and Holidays) from the date of occurrence or knowledge of the occurrence will not be recognized.

(2) It is the intent of the parties to settle grievances as quickly as possible. It is agreed by the Township and the Union, when a grievance/contractual dispute arises, the Township Manager and the Union Business Agent agree to meet/talk within 5 working days to discuss possible resolution. If a resolution can not be reached the parties shall immediately proceed to the grievance procedure, but not more than 10 working days from when the grievance,contractual dispute arises.

STEP ONE: The Union Steward may raise any grievance or dispute with the immediate supervisor and attempt to reach a satisfactory solution.

STEP TWO: If no solution can be reached in STEP ONE, within five (5) days of STEP ONE, the Steward may refer the matter to the Business Agent and the Business Agent may take the matter up with the Department Head and set up a meeting in an endeavor to adjust the matter. A written decision will then be submitted by the Department Head to the aggrieved employee and his Union representative within five (5) working days subsequent to the date of the meeting.

STEP THREE: Grievances not settled under the provisions of STEP TWO shall be discussed within five (5) working days following receipt of the written answer from the Department Head,

between the Township Manager as required, and a Union grievance committee consisting of the Union Business Agent, the aggrieved employee and the Union representative of the employee. An outside spokesman for the Union may also be present.

STEP FOUR: Any grievance that has not been settled under the foregoing shall then be submitted to the American Arbitration Association in accordance with its rules of procedure. The award of the arbitrator shall be binding upon the Township, the Union and the aggrieved employee. The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties. If either party decides not to abide by the award of the Arbitrator, that party shall bare all costs accrued from that point forward for both sides until there is a final resiliation.

(3) All grievances shall be settled on the Township's time during regular working hours. The Union officials and employees, shall be compensated at their base rate of pay for all time spent in the settling of grievances during regular working hours.

(4) **Loudermill/Grievance** – The Township shall provide to the Union business agent at least 72 hours prior to the Loudermill/grievance hearing with a notice and a statement in writing identifying the performance violation(s) or misconduct alleged and all evidence they relied on for disciplining the employee(s), including but not limited to witness statements, photographs, videos or surveillance film. The Union also agrees to provide the Township with any witness statements, photographs, videos or surveillance film in their possession. The above time frame may be extended by mutual agreement. Loudermill hearings may be waived by the Union and proceed directly to the grievance hearing.

ARTICLE XVI – UNIFORMS

(1) The Township shall pay employees the following shoe and uniform allowances and it shall be mandatory for each employee to wear same. The employer agrees to pay the combined employee uniform and safety shoe allowance as follows:

January 01, 2022	January 01, 2023	January 01, 2024
\$625.00	\$650.00	\$700.00
January 01, 2025	January 01, 2026	
\$750.00	\$800.00	

The Township shall supply employees with the following allowances and it shall be mandatory for each employee to wear the clothing purchased with such allowance during the course of the normal workday. Allocated funds may be used for direct purchase from a retailer or supplier. Reimbursement shall be provided by the Township for purchases under the uniform allowance within four (4) weeks of the provision of copies of purchase receipts to the Township.

(2) Said uniform allowance to include pants, shirts, coveralls, jackets, sweat shirts. It shall be mandatory for each employee to wear Class 2 High Visibility shirts or outwear as required to perform

their respective job duties. Employees will not be permitted to wear any uniform with the Cheltenham Township name or logo while actively working for another employer.

(3) Said shoe allowance for safety shoes based upon the following conditions:

- a. The employee must wear his safety shoes at all times on the job unless the employee presents a doctor's certificate explaining why he cannot wear safety shoes.
- b. An employee who cannot wear safety shoes shall not receive the safety shoe allowance.
- c. All shoes to be approved by the supervisor.
- d. The Township shall supply employees with six pairs of work gloves and rain gear consisting of a coat, pants, hats and over-the-shoe boots to be provided by the Township annually.
- e. The past practice in regard to uniforms shall continue;

ARTICLE XVII – SUBCONTRACTING

(1) The Township shall not subcontract work performed by bargaining unit employees if the direct effect of such subcontracting will be the cause of any layoff of any present employees or will cause a reduction of the work force to less than 53 bargaining unit employees.

Employees on layoff will be recalled on the basis of their seniority and their present ability to perform the work. If there is a question as to present ability, the employee will be given a reasonable trial period to prove his ability. The Township will not be required to recall employees on layoff in the event of:

- a. snowstorms and disasters;
- b. where the Township does not have the necessary equipment; and
- c. where the Township previously subcontracted work that was not normally performed by Township employees.

(2) In the event the Township eliminates a piece of equipment that will necessitate the layoff of the operator of said equipment, the Township will meet and discuss with the Union the reason for the elimination of the equipment. The Township will not eliminate the equipment causing said layoff without first discussing its elimination with the Union. The provision shall not apply to unexpected breakdown or destruction of equipment.

ARTICLE XVIII – MAINTENANCE OF STANDARDS

(1) The Employer agrees that all conditions of employment relating to wages, hours of work, overtime

differentials, bonuses, fringe benefits and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, or its effective date, whichever is earlier, and the conditions of employment shall be improved wherever specified provisions for improvement are made elsewhere in this Agreement. Specifically excluded are the following management prerogatives:

- a. Size of the work force (If it is alleged that a reduction in the work force has adversely affected the incentive plan or caused an increase in the work load over an extended period of time, the Township and the Union will meet for the purpose of determining if any changes are necessary to eliminate the alleged adverse effects and if so, to implement the same immediately.);
- b. type or scope of service provided by the Township to its residents;
- c. ability to make method and technological changes;
- d. the elimination of a particular service;
- e. any of the above can affect the size of the work crew.

(2) The Employer agrees not to enter into any other agreement or contract, written or oral, with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XIX – SEASONAL HELP

(1) The Township shall have the right to employ no more than six (6) workers designated as seasonal help for grass cutting and leaf collection to be employed by the Township only between June 1st and December 31st provided the total number of bargaining unit employees is not below fifty (50). The Union agrees the Township's good faith efforts to recruit and hire full-time bargaining unit employees shall satisfy the fifty (50) person requirement in this Article. Seasonal help shall be paid \$15.00 per hour, but shall not receive any other benefits under this Agreement nor shall they be required to become members of the Union. The above may be extended by mutual agreement between the Township and the Union. The Township agrees to notify the Union prior to raising the rate of pay for seasonal help.

ARTICLE XX – SUPERVISORS

(1) It is understood and agreed that no Supervisors or any other salaried employees may perform duties usually performed by employees within the bargaining unit, except for emergencies, training purposes or for state or federal issued emergencies.

ARTICLE XXI – SENIORITY

(1) In all cases of any decrease or increase of the working force and for promotion, the main factor to be considered will be the length of continuous service with the Employer within the bargaining unit. In each instance a determining factor shall be ability and necessary qualifications to perform the particular

job.

(2) It is understood that seniority shall be plantwide.

(3) The list of employees rated according to seniority is attached hereto and made a part of this Agreement. The Employer will supply the Union, and the Shop Steward with a list of all additions or deductions from the seniority list, upon request from the Union. The Employer shall keep posted in a conspicuous place a list of employees showing the seniority date of each. The seniority list shall be prepared from information on file in the Personnel Department.

(4) Probationers shall obtain seniority after six (6) months of employment. In cases of layoffs, the Employer shall lay off probationers before putting into effect the seniority policy, as stated above. Probationers, after having fulfilled six (6) months continuous service, shall date their seniority from the date they were first employed. Probation may be extended an additional three (3) months only for the attainment of a Class B Commercial Driver's License (CDL). The extended probationary period shall cease immediately upon attainment of the CDL.

- a. New hires will be considered pool laborers until completion of the probationary period. Upon completion of the probationary period, new hires will be eligible to bid upon vacancies in the bargaining unit subject to seniority and qualifications. New hires who elect not to bid upon vacancies will be assigned a position subject to qualifications.

(5) When it becomes necessary to lay off employees, the Employer will notify the Shop Steward and the Union of the names of the employees to be laid off, at least two (2) working days in advance of notification to the employees. The Shop Steward shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off.

(6) All Shop Stewards shall have top ranking seniority (during the term of their office), irrespective of actual length of service, for layoff and recall purposes only.

(7) There shall be no preference of jobs to employees in the same job classification at any time, except when hours of work are involved in accordance with this Agreement.

(8) Seniority shall terminate:

- a. When an employee is discharged.
- b. When an employee voluntarily quits his employment.
- c. At the end of eighteen (18) months after an employee is laid off for lack of work.
- d. Any employee laid off for lack of work, who, within fourteen (14) days does not report for work his own department after being notified in writing mailed to his last known place of address to report, will be considered as having terminated his employment.
- e. When an employee does not return to work on or before the expiration date of his or her authorized leave of absence.

f. Any employee laid off for lack of work, who does not reply to a written notice to report for work received on a working day within twenty-four (24) hours, will be passed for that Job and the next senior employee will then be called. The original employee, however, will not lose his place on the seniority list and will be called for the next job open.

(9) When an opportunity for a regular job exists, the Employer shall post a notice announcing such a job opportunity.

- a. The Employer shall be required to post all vacant regular bargaining unit positions (e.g.: vacant due to resignation, retirement, in-house bid, etc.) with such posting made available for bid in accordance with the Agreement no later than fifteen (15) working days after the Township receives knowledge of the vacancy occurring.
- b. The Employer shall be required to post all temporary vacant bargaining unit positions with such posting made available for bid in accordance with this Agreement no later than fifteen (15) working days after the Township receives knowledge of the vacancy occurring.
 - a. Temporary vacancies shall be defined as positions resulting from absences exceeding fourteen (14) calendar days due to FMLA, Short-Term Disability, or Workers Compensation.

(10) Bids for the job must be made by application within seven (7) working days after the day the job is posted. If none of the employees who apply for the job have the ability and necessary qualifications efficiently to perform the work of the particular job, the Employer may select any person for the job in accordance with the seniority provisions. The job vacated by any employee who receives the job open shall be filled in the same manner.

- a. An employee who through a legitimate bid received the job posted, cannot be bumped off by another man at any time except by a senior man whose job is abolished and who is capable of performing efficiently and fulfilling adequately the job requirements;
- b. Any employee placed on the job which was duly posted and which was not bid off within the three (3) working days stipulated shall have this job as his own as if he had bid it off.
- c. During the bidding period, the Employer will attempt to place temporarily on the job the employee who may eventually get the job.
- d. Mechanics who have completed the probationary period on or before January 01, 2022 shall retain the right to participate in the in-house bidding procedure for regular or temporary vacancies occurring in any department provided such mechanics remain assigned in the garage until a replacement is assigned to the garage through the in-house bidding procedure or a new hire is attained, whichever occurs first.
- e. Mechanics who are awarded a bid through the in-house bidding procedure in another department will remain eligible to perform overtime work or emergency call-in work outside of their regularly scheduled hours until the bid is fulfilled via a replacement is assigned to the

garage through the in-house bidding procedure or a new hire is attained, whichever occurs first.

- (11) When ever an employee who loses his permanent job has seniority, such employee must select another job immediately.
- (12) An employee may hold one (1) permanent and one (1) temporary job at the same time.
- (13) The past practice of temporary transfers shall continue.

ARTICLE XXII – LAYOFFS

(1) In the event there is a layoff, employees will be laid off on the basis of their seniority. An employee who is to be laid off shall have the right to bump less senior employees in lateral or lower classifications. The employee may also bump an employee with less seniority in a higher classification (subject to paragraph 3 below) provided he has the present ability to perform the job within a two-week trial period. An employee who elects to bump up into a higher classification or job and cannot satisfactorily perform the work within the two-week trial period may bump into another higher classification or job. In the event the employee cannot satisfactorily perform the work of the second job within the two-week trial period he shall lose his bumping rights to any other higher classification or job and may only bump laterally or downward.

(2) An employee may not bump up into the following classifications or jobs unless he has successfully completed the Township-sponsored training program as set forth in paragraph 3 below:

- a. Automotive Lead Mechanic
- b. Automotive Mechanic
- c. Automotive Service Mechanic
- e. 920 Front End Loader
- f. 930 Front End Loader
- g. Back-hoe
- h. Vactor
- i. Tractor-trailer
- j. Street Sweeper

(3) The Township will sponsor a training program for employees covered by this Agreement which shall be conducted on the Township's time. A reasonable number of employees shall be chosen to take part in the training program. The Township reserves the right to limit the number of employees enrolled at one time in the program. Selection of employees to take part in the program shall be by seniority. The Union may participate in the administration of the training program.

(4) Employees laid off for lack of work, when called back to work shall be re-employed in order of their seniority and in accordance with seniority provisions set forth herein.

ARTICLE XXIII – HOURS OF WORK AND OVERTIME

(1) The regular hours of work each day shall start at 7:00 a.m. and continue until 3:30 p.m. except for a one-half (1/2) hour interruption for lunch. The regular hours of work each day for two (2) mechanics shall start at 6:30 a.m. and continue until 3:00 p.m. via seniority.

(2) The work week shall consist of five (5) consecutive eight (8) hour days for all employees in the bargaining unit, except those in the Refuse Department.

(3) Except for emergency situations, work schedules shall not be changed unless the change is posted at least twenty-four (24) hours prior to any change.

a. Straight-time assignments shall be provided by seniority, classification, and qualification within each department: Refuse, Parks, Highway, Garage, and MS4.

b. The Refuse Department shall have a Driver, Skilled Laborer, and Laborer assigned to each trash truck and spare truck. The Skilled Laborer shall be required to drive their assigned truck and may not defer driving when the Driver assigned to their truck is absent.

c. The automated recycling trucks will be assigned a Driver and Laborer with Driver vacancies filled within the Refuse Department by seniority and qualification.

d. The lowest senior bargaining unit employee in another department other than Refuse who is qualified shall be assigned to drive if the Driver and Skilled Laborer are simultaneously absent.

e. Group leader classification shall be maintained for all assignments regardless of department assignment on straight-time.

f. Scheduled overtime shall first be offered by seniority, classification, and qualification within each department (Refuse, Parks, Highway, Garage, and MS4) followed by plantwide seniority, classification, and qualification.

1. Scheduled overtime occurring Monday through Saturday shall be paid at time and one-half (1 ½).

2. Scheduled overtime occurring on Sunday shall be paid at double time.

3. Scheduled overtime occurring on a holiday shall be paid a minimum of eight (8) hours at double time in addition to the regular holiday pay.

g. Emergency call-ins shall first be offered by seniority, classification, and qualification within each department (Refuse, Parks, Highway, Garage, and MS4) followed by plantwide seniority, classification, and qualification.

1. Emergency call-ins occurring on Monday through Saturday will be paid at a minimum of three (3) hours at time and one-half (1 ½).

2. Emergency call-ins occurring on Sunday will be paid at a minimum of two (2) hours at double time.

3. Emergency call-ins occurring on holidays will be paid at a minimum of four (4) hours at time and one-half (1 ½) in addition to the regular holiday pay.

h. A minimum of one (1) mechanic shall be assigned via seniority for all emergency call-ins if six (6) or more vehicles are utilized to perform work.

i. A minimum of two (2) mechanics shall be assigned via seniority for all scheduled overtime if six (6) or more vehicles are utilized to perform work excluding parade duty for July 4th.

(4) All employees, shall be paid one and one-half (1 1/2) times their hourly rate for all work performed in excess of forty (40) hours in any work week except Sundays shall be paid at two (2) times their hourly rate, effective September 18, 2009 the work week to start at 12:01 a.m. on Saturday and end at midnight on Friday.

(5) All hours worked on Saturday shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate. All hours worked on Sunday shall be paid at two (2) times the employee's regular hourly rate. Effective January 1, 2009 all hours worked on Saturday or Sunday will be paid at the above said rates regardless of whether or not the employee has worked 40 hours in total for the given work week.

(6) Snow emergency hours of work in excess of the normal, regular workday shall be paid at one and one-half times (1 1/2) the normal hourly rate, except on Sundays which shall be paid at two (2) times the normal hourly rate regardless of the total hours worked during the week.

(7) Every employee is subject to overtime call.

(8) The pay stubs of all employees, shall be distributed on payday by 12:00 noon, or the beginning of the regularly-scheduled lunch period of any employee.

(9) The incentive program for employees of the Refuse Department shall continue as follows:

Hours of Work:

As of January 1, 2017 the total straight time wages paid for all Refuse Department employees will be forty (40) hours per week from the current forty-four (44) hours per week.

For those employees affected by this reduction in paid hours who are officially classified and designated as employees of the Refuse Department as of January 1, 2017, the Township will agree to provide each such employee with a one-time only buyback payment of \$11,000. This buyback payment will not be considered as pensionable wages, is mandated to have all required payroll taxes deducted, and will be recorded and reported as W-2 qualified earnings in accordance with existing IRS rules and regulations.

Refuse Department employees shall be paid at one and one-half (1 1/2) times their hourly rate for all work performed in excess of eight (8) hours per day and Refuse Department employees

shall be paid at one and one-half (1 1/2) times their hourly rate for all work performed in excess of forty (40) hours in any work week except Sundays and Holidays which will be paid at two (2) times the hourly rate.

Employees who are classified to work in the Refuse Department or employees who fill in day by day, shall continue the incentive and leave when their route is completed but not before 12:00 PM Monday through Thursday and Friday shall continue to be a 8 hour day. Effective the first Monday in June 2022 employees who are classified to work in the Refuse Department or employees who fill in day by day, shall continue the incentive and leave when their route is completed but not before 1:00 PM Monday through Thursday and Friday shall continue to be a 8 hour day.

ARTICLE XXIV - SEPARABILITY AND SAVINGS CLAUSE

(1) If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(2) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXV - DISCIPLINE

(1) The Employer shall not discharge nor suspend any employee until the case has been discussed with the Business Agent through the Loudermill and/or grievance hearing process. A Business Agent of the Union must be in personal contact with the Employer within seventy two (72) hours after notice by phone or email to the Union of the discharge or suspension, delivered during working hours from Monday to Friday inclusive. If there is no response by a Union representative within the seventy two (72) hour period, the Employer may take appropriate action subject to appeal through the grievance procedure. Before a discharge or suspension, the Employer must first followed the progressive discipline (progressive discipline shall be as follows: Verbal Warning, Written Warning, Three (3) Day Suspension, Five (5) Day Suspension, and Termination) against such employee to the employee, with a copy to the Union. No warning notice need be given to an employee before he is discharged or suspended if the cause of such discharge is:

1. Calling an unauthorized strike, walkout or work slow down.

2. Being under the influence of alcohol or drugs during working hours (including lunch time).
3. Proven theft or dishonesty.
4. Unprovoked physical or verbal assault/threat on his Employer or any Cheltenham employee or the public while on company time.
5. Willful destruction of Township property;
6. Taking or using Township equipment for personal reasons without authorization.
7. Harassment document (as defined by Federal or State Law)
8. Not reporting and/or Operating Township equipment that requires a valid drivers license or a valid CDL license when the employee knows it has been suspended or revoked
9. Commission of any convicted felony crime

No warning notice need to be giving to an employee before he is suspended if the cause of such suspended is:

10. Job abandonment
11. Refusal to perform job assignment or directive

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be for just cause after written notice to the employee and the Union. Any employee may request that the Union investigate his discharge, suspension, or warning notice. Should such investigation by both the Township and the Union reveal that an injustice has been done to an employee, he shall be reinstated as provided for in this agreement, or the warning notice withdrawn.

(2) Upon quitting or discharge, the Employer shall pay all monies due in accordance with past practice to the employee on the pay day of the Employer following such quitting or discharge.

If an employee is discharged or suspended as provided for in this Article, pending final disposition of said discharge or suspension, the Employer shall continue to make the required contribution for Health and Welfare, Pension and Life Insurance benefits. Final disposition is defined as every step of the grievance procedure excluding Arbitration.

Uniform rules and regulations with respect to disciplinary action or plant procedures have been drafted by the Employer and approved by the union. Such rules and regulations shall be binding upon the Employer and the employees.

(3) The Township shall provide to the Union business agent at least 72 hours prior to the Loudermill/grievance hearing with a notice and a statement in writing identifying the performance violation(s) or misconduct alleged and all evidence they relied on for disciplining the employee(s), including but not limited to witness statements, photographs, videos or surveillance film. The Union also agrees to provide the Township with any witness statements, photographs, videos or surveillance film in their possession. The above time frame may be extended by mutual agreement. Loudermill hearings may be waived by the union and proceed directly to the grievance hearing.

(4) The issuance of disciplinary action shall begin no later than five (5) days after the Township has or should have had knowledge of any infraction, incident, or occurrence upon which disciplinary action is predicated.

ARTICLE XXVI - LEGAL FUND

(1) Effective January 1, 2022 the Township shall contribute \$6.50 per week for each employee on the Township payroll who has completed his probationary period to the Teamster Union Local 115 Legal Services Fund.

ARTICLE XXVII GENERAL CLAUSE

- (1) All employees must call in each and every day when sick using only the 215-635-3682 phone line.
- (2) Demotion to laborer classification for any employee in the following job classifications of said employee has his driver's license revoked: skilled laborer, driver, heavy equipment operator #2, heavy equipment operator #1, group leader. Any employee whose driver's license is revoked must immediately notify the Public Works Superintendent.
- (3) All job classifications to have driver's license requirements and/or state inspection requirements. All current employees in classifications shall be grandfathered into these classifications for as long as they hold the classification.
- (4) All employees who are required to work in classifications other than their own for a minimum of three

(3) hours per day shall be paid at the higher rate for that day.
- (5) Any auto mechanic and automotive mechanic who does HVAC and welding/fabrication work will receive the auto lead mechanic rate for that day.
- (6) Effective January 1, 2015 the Township agrees that all employees who bid into the Refuse Department shall bid on the position that is open at the time of the bid and that shall be the employee's everyday assignment. All current employees in the Refuse Department shall remain on the truck that they are currently assigned. Any employee needed from outside of the Refuse Department from day to day they shall be assigned to the position that is open for that day. All Skilled Laborers in the Refuse Department are considered back up drivers for the Refuse/Automated Recycling Department for drivers that are absent and shall fall under the provision for vacations.
- (7) The Township shall not sub-contract any work that the employees covered under this agreement perform or can perform.
- (9) **Removal of Manpower for La Mott Center and Glenside Hall:**

- i. La Mott Center – The Township and the Union agree to grandfather the current employee assigned to work at the La Mott Center and shall remain designated to the La Mott Center until his employment ceases with the Township or he chooses to bid and is awarded another job through a legitimate bid. When the current employee officially leaves his job at the La Mott Center it will no longer be maintained by Public Works.
- ii. Glenside Hall – It is agreed effective January 1, 2015 Public Works will no longer do maintenance work at Glenside Hall.

(10) The Township agrees to record and maintain on employees pay stubs all sick days, vacation days and personal days the employee used and has remaining including any days the employee carried over from year to year, at such time as the payroll software is upgraded. If such sick days, vacation days, and personal days are not recorded and maintained upon the employee's paystubs as of August 15, 2022 each bargaining unit employee shall be provided with one (1) additional sick day.

(11) If an employee gets hurt on a job and remains working he shall be permitted to attend all follow up Doctor visits on Township time without loss of pay.

(12) The Township shall provide payment of any costs associated with the maintenance or retention of a Commercial Drivers License (CDL) above the costs for a regular driver's license, including for specialized endorsements or certifications.

(13) The Township shall provide payment of any costs associated with the maintenance or retention of any inspection certification or requirement necessary to perform mechanic job duties.

(14) Effective March 01, 2022 an annual incentive payment to be paid by March 31st of each year shall be provided to all bargaining unit employees that hold a valid Commercial Driver's License (CDL) available for use in the Public Works Department as follows:

- a. Class A CDL: \$750.00
- b. Class B CDL: \$500.00

ARTICLE XXVIII - DURATION AND MODIFICATION OF AGREEMENT

This Agreement shall become effective January 1, 2022 and remain in full force and effect up until midnight, December 31, 2026. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by certified mail or by personal delivery on or before September 1, 2026 and in such event, negotiations for a new agreement beginning at the expiration of this Agreement shall begin within twenty (20) days after receipt of such notice.

IN WITNESS WHEREOF the Township has hereto set its hand and seal and the Union has caused its named to be affixed and duly attested by the signatures of its authorized representatives. SIGNED, SEALED, AND DELIVERED this 15th day of June 2022:

Cheltenham Township

Teamsters Local 115

Daniel B. Norris, Board Chair

Robert Freiling, Jr., Business Agent

Robert Zienkowski, Township Manager

Shane Reilly, Secretary-Treasurer

G. Thomas Staub, Steward Representative

Vince Menniti, Steward Representative

SCHEDULE A

Licenses Required per Job Description

<u>Department</u>	<u>Position</u>	<u>License</u>	<u>Endorsement</u>
Highway	Group Leader	CDL (A)	Tanker
	HEO #1	CDL (A)	Tanker
	HEO #2	CDL (A)	
	Driver Operator	CDL (A)	
	Skilled Laborer	Class C	
	Laborer	Class C	

<u>Department</u>	<u>Position</u>	<u>License</u>	<u>Endorsement</u>
Parks	Group Leader	CDL (B)	
	Driver Operator	CDL (B)	
	Skilled Laborer	Class C	
	Laborer	Class C	

<u>Department</u>	<u>Position</u>	<u>License</u>	<u>Endorsement</u>
Refuse	Group Leader	CDL (A)	
	Automated Recycling Driver	CDL (B)	
	HEO #2	CDL (A)	
	Driver Operator	CDL (B)	
	Skilled Laborer	CDL (B)	
	Laborer	Class C	

<u>Department</u>	<u>Position</u>	<u>License</u>	<u>Endorsement</u>
(MS4)	Group Leader	CDL (B)	Tanker
	HEO #2	CDL (B)	Tanker

<u>Department</u>	<u>Position</u>	<u>License</u>	<u>Endorsement</u>	<u>Inspection License</u>
Garage	Automotive Lead Mechanic	CDL (A)	Tanker	7
	Automotive StateEmissions & State Inspection Mechanic	CDL (B)	Inspections	1