

RESOLUTION NO. 2022-11

A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA RATIFYING A TENTATIVE AGREEMENT WITH THE TEAMSTERS LOCAL UNION 764 ON BEHALF OF THE FERGUSON TOWNSHIP PUBLIC WORKS DEPARTMENT TO CONSTITUTE AN INITIAL COLLECTIVE BARGAINING AGREEMENT FOR AN EFFECTIVE TERM BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2024.

WHEREAS, the Ferguson Township Public Works Department certified to unionize in March of 2021; and

WHEREAS, the Ferguson Township and the Teamsters Local Union 764 have completed negotiations in good faith to present for ratification a Tentative Agreement for the term beginning January 1, 2022, and ending December 31, 2024; and

WHEREAS, the Tentative Agreement presented for ratification has been attached hereto and made part of this Resolution as Exhibit "A".

NOW THEREFORE, the Ferguson Township Board of Supervisors hereby ratifies the Tentative Collective Bargaining Agreement with the Teamsters Local Union 764 on behalf of the Ferguson Township Public Works Department incorporating the terms of the Tentative Agreement attached hereto and made part of this Resolution as Exhibit "A".

RESOLVED this 7th day of June, 2022.

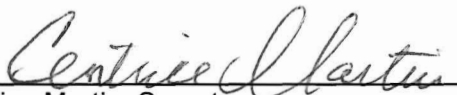
TOWNSHIP OF FERGUSON

By: 

Laura Dininni, Chair
Board of Supervisors

[SEAL]

ATTEST:


Centrice Martin, Secretary

TENTATIVE AGREEMENT

By and Between

Ferguson Township, Pennsylvania
and
The Teamsters Local Union 764

As evidenced by the signatures below, the bargaining committees of both parties have agreed to recommend for ratification the following terms and provisions of a Tentative Agreement reached which will constitute the first Collective Bargaining Agreement between these parties. If ratified, the Agreement is to remain in effect for the term of January 1, 2022 through December 31, 2024. The parties further agree to work collaboratively to draft and execute the final document which will constitute the Agreement following the ratification of this Tentative Agreement by both parties.

Article I – Preamble

THIS AGREEMENT is made this _____ day of _____, 20____, by and between FERGUSON TOWNSHIP, a Home Rule municipality of the County of Centre, Commonwealth of Pennsylvania, hereinafter referred to as “Township”,

AND

TEAMSTERS LOCAL NO. 764, an affiliate of the International Brotherhood of Teamsters, 450 Beaver Street, Milton, Pennsylvania, hereinafter referred to as “Union”.

WHEREAS, the Township is engaged in furnishing essential public services necessary to the health, welfare, and safety of the public; and

WHEREAS, the parties desire to promote sound, stable, and peaceful labor relations for the resolution of differences, rates of pay, hours of work and other conditions of employment and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort to achieve the same. The Union agrees to encourage cooperation by its members with the Employer and the Employer agrees that its rules and practices shall not violate any of the terms and provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the Parties as follows:

Article II – Recognition

Section 1 – The Township recognizes the Union as the sole and exclusive collective bargaining representative for the employees included in the bargaining unit as certified by the Pennsylvania Labor Relations Board under Case No. PERA-R-21-17-E, being all full-

time and regular part-time blue-collar non-professional employees including but not limited to building custodians, road workers, and mechanics; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined by the the Public Employees' Relations Act, being known as Act 195 (1970).

Section 2 – The Union recognizes the Township Board of Supervisors or the designee of the Board of Supervisors as the exclusive representative for purposes of collective bargaining on behalf of the Township.

Article III – Definitions

Section 1—The term “employee” as used in this Agreement, refers only to employees occupying one of the classifications of the collective bargaining unit as certified by the Pennsylvania Labor Relations Board, as follows:

All full-time and regular part-time blue-collar nonprofessional employees including but not limited to building custodians, road workers and mechanics, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

Section 2—A “full-time employee” is defined as any employee who is hired to fill a permanent position, who is regularly scheduled to work thirty (30) or more hours per week and who has successfully completed the probationary period set forth in this Agreement.

Section 3—A “probationary employee” is defined herein as any employee who is hired to fill a permanent collective bargaining unit position, and who has not yet completed the probationary period set forth in the Agreement. Probationary employees shall not be entitled to any rights, benefits, or entitlements pursuant to this Agreement except as may be made expressly applicable to “probationary employees” in the Agreement. A probationary employee may be dismissed during the probationary period at the Township’s sole discretion and shall not have recourse to the grievance and arbitration procedures set forth in this Agreement.

All employees are subject to a twelve (12) month probationary period when hired or when promoted to a new position prior to acquiring permanent status in the job. During the probationary period, a designated supervisor will evaluate the performance of the probationary employee just prior to the end of six (6) months within the position and then just prior to the end of the probationary period. Before the end of twelve (12) months of satisfactory employment, the Director of Public Works will recommend to the Township Manager that the employee be appointed to permanent status (if a newly hired employee) or to his/her promoted status (if undergoing evaluation as a promoted employee), or that the employee not be made permanent. An employee must complete his/her original probationary period before being eligible for a promotion to a new position. If the promoted employee does not pass the probationary period in his newly promoted job, he/she shall be returned to his/her former position. A promoted employee who is returned to his or her former position shall not be entitled to challenge the Township’s decision to return the promoted employee to his or

her former position but shall otherwise retain all rights under the Agreement to which he or she is entitled.

Section 4—A “regular part-time employee” is defined as an employee who is regularly scheduled to work less than thirty (30) hours per workweek. Part-time employees shall not be entitled to any benefits, rights or entitlements pursuant to this Agreement except as may be made expressly applicable to “regular part-time employees” in the Agreement.

Section 5—A “temporary or seasonal employee” is defined to mean an employee, hired at the sole discretion of management, to perform a special task (including work ordinarily performed by the bargaining unit) or to work for a specified but finite period of time, but in no event to exceed six (6) months in any one year. Temporary or seasonal employees are not members of the bargaining unit and shall not enjoy any of the benefits or protections of this Agreement. Further, temporary or seasonal employees are not meant to replace bargaining employees.

Article IV – Union Security

Section 1 – The Township agrees to provide the Union with the names, home addresses, and telephone numbers on file with the Township of the employees who are members of the bargaining unit. Contact information for each new hire into a position which is part of the bargaining unit shall be provided to the Union no more than thirty (30) working days from the first day of employment.

Section 2 – Upon knowing, voluntary, written authorization of each Union member, the Township will deduct prorata from that member’s monthly paychecks Union dues, initiation fees, and assessments as designated by the Union in writing to the Township. A copy of such authorizations shall be furnished to the Township. Deductions on the basis of authorizations submitted to the Township shall commence in the month following the one in which the Township receives such authorization. In the case of insufficient earnings to cover deductions, a deduction shall be made from the next pay in which there are sufficient earnings, or multiple deductions may be made from the pay of the following pay period(s), provided that in no event shall the employee earn less than minimum wage for the pay period in question for time actually worked in that pay period.

Section 3 – The Union agrees that by the fifteenth (15th) day of each month, the Union will send a billing statement to the Township, showing the specific amount to be deducted from each Union member’s paycheck for the following month’s pay periods. The Township shall forward monthly to the office of the Local Union a check representing the amounts so deducted within thirty (30) days of receipt of the billing statement from the Union.

Section 4 – The Township shall be relieved from making such individual deductions upon an employee’s (1) termination of employment; (2) transfer to a job not in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) upon written revocation of authorization from an employee.

Section 5 – The Union shall indemnify and hold the Township harmless for any costs, attorney’s fees, suits, orders, judgments, or any or all claims brought or issued against the Township as a result of any action taken or not taken by the Township under the provisions of this Article. This indemnification shall include any claim, demand, suit, or other form of liability that shall arise out of the Township’s reliance on any list, notice, or billing statement furnished under any such provision.

Article V – Bulletin Boards

Section 1 – The Township agrees to provide a bulletin board space in an area where it may be seen by members of the bargaining unit for the purpose of posting Union meetings, recreational and social affairs, or other Union business.

Section 2 – All Union notices of any kind posted on the bulletin board shall be signed, dated, posted, and removed by a designated Union representative. It is understood that no material may be posted on any the Union bulletin board at any time which contains the following:

- A. Personal derogatory statements or remarks concerning any other bargaining unit employee or any other employee of the Township;
- B. Derogatory statements or remarks concerning the Township or any other governmental units, officials, or employees;
- C. Favorable or derogatory statements or remarks regarding any candidate for public or Union office.
- D. Material which is profane, obscene, or defamatory.

Section 3 – No Union related materials of any kind may be posted anywhere in the Township's facilities or on the Township's equipment except on the bulletin boards designated for use by the Union.

Section 4 – Upon the request of the Township, the Union shall cause the immediate removal of any material posted in violation of this Article.

Article VI – Management Rights

Section 1—Except as expressly limited by the Second Class Township Code and the Home Rule Charter of the Township, other relevant statutes and codes or provisions of this Agreement, and reserving unto the Township any and all management rights which, by law, may not be bargainable, the Township shall have and retain, solely and exclusively, all other managerial rights and responsibilities which shall include, but not be limited to, the following: the right to manage, direct, and assign duties to its employees, including the right to hire, promote, transfer, layoff and recall, to reprimand, suspend with or without pay, and discharge or discipline for just cause; to determine the work to be performed and determine the Department’s goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes; to determine in the size and composition of the workforce and the Township’s organization structure,

including the right to relieve employees from duty or to abolish positions, subject to applicable law; to determine the hours of work and work schedules required to most efficiently operate; to determine when a job vacancy exists, and to decide whether to fill such vacancy; to determine the duties to be included in all job classifications, and the standards of quality and performance to be maintained; and, to determine the necessity to schedule overtime and the amount required.

Section 2—It is specifically understood that the Township shall have the unilateral prerogative to introduce and utilize new technology to improve its operations at any time. Further, the listing of specific rights in this Agreement is not intended to be nor shall it be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein.

Article VII – No Strike – No Lockout

Section 1 – The parties agree that they will abide by the provisions of the Pennsylvania Public Employees' Relations Act (Act 195) and this Agreement. The Township pledges that it will not conduct [] a lockout during the term of this Agreement, and the Union pledges that it will not call, condone, sanction, or take part in any strike, walkout, slow down or work stoppage during the term of Agreement.

SECTION 2 – In the event that any strike should occur during the term of this Agreement, the Union agrees that it will without delay do all things possible to bring about a prompt termination of such strike.

SECTION 3 – Employees engaging in a strike, slowdown, walkout or work stoppage in violation of this Article may, at the discretion of the Township, be subject to discipline, including discharge, without recourse to the grievance procedure set forth herein. Provided, however, that such employees' participation in the unlawful activity may be subject to the Grievance Procedure, but upon a finding that an employee did so participate in any capacity an arbitrator shall have no power to alter the disciplinary determination of the Township.

Article VIII – Hours of Work

Section 1 – Nothing in this Agreement shall be construed as a guarantee of any minimum or maximum number of hours of work or amount of pay per day, per week, or per year for individual employees, crews, or shifts.

Section 2 - The regular workweek shall consist of five (5) consecutive days in any seven-day period. The standard workweek shall commence at 12:00AM on Sunday and end at 11:59PM the following Saturday.

Section 3 – The standard workday shall be a twenty-four (24) hour period commencing with the start of the employee's shift. A regular shift shall be eight and one-half (8 ½) hours per day, normally 7:00AM to 3:30PM, which may be altered by the Township in accordance with this Article. During a regular shift an employee shall be provided a

designated period of thirty (30) minutes uninterrupted for lunch which shall not be compensable. Employees shall also be granted one (1) twenty (20) minute paid work break daily to be taken at a time that is convenient to fit the work schedule subject to supervisor approval.

Section 4 – Work schedules will be posted not less than two weeks in advance. In the event the Township desires to deviate from the normal scheduled workweek, including the starting or quitting time or length of shifts, the employees will be notified of such changes at least twenty-four (24) hours preceding the first day of the workweek that such schedule changes are to become effective. The Township shall maintain the right to implement varying work schedules, to include winter schedules, emergencies or impending holiday weeks which may apply to all or a portion of the workforce, in its sole and complete discretion upon notice to the Union.

Section 5 – Notwithstanding anything in this Agreement, nothing shall preclude the Township from changing schedules or working hours in the event of an emergency, in the event of inclement weather, or as may otherwise be needed for the safe or efficient operation of the Township, or to avoid the creation of overtime. On such occasions the Township shall be required only to provide as much advance notice as is practical under the circumstances.

Section 6 – The Township shall maintain a sign-up list for voluntary overtime opportunities, which shall be updated every three (3) months. When the Township determines it necessary to call out an employee, preference shall be given to those employees whose names appear on the sign-up list, with the Township rotating through the list as call out opportunities arise. If an employee on the sign-up list fails to respond to the call without justification, as determined in the sole and exclusive discretion of the Township, the employee's name shall be removed from the list and the employee shall not be permitted to sign the list again until it is next updated by the Township.

Notwithstanding any other provision of this agreement or the existence of the voluntary overtime list, the Township may exercise its discretion in selecting an employee to be called out, which may include consideration of the nature of the work to be performed, the equipment needed, or the particular skillset of the employee. The Township may call out a part-time employee in lieu of a full-time employee when full-time employees are unavailable. Employees must respond to a call out. An employee who fails to report to work after being called out may be subject to discipline.

An employee called out to work shall be guaranteed pay for three (3) hours, or pay for all time actually worked, whichever is greater, at the straight time or overtime rate, whichever is applicable based on the number of hours worked in that workweek. Employees called out within three (3) hours of the starting time of their shift shall be paid only for time actually worked. For purposes of this section, a "call out" shall include any request or directive to report on a workday after the employee has finished a regular shift. A "call out" shall not include circumstances in which an employee must remain at work following the completion of his or her shift.

Section 7— No employee shall work any overtime unless they receive prior authorization from the Township Manager, the Public Works Director, or their designee. Failure to abide by this provision will result in disciplinary action.

Article IX – Working Supervisors

Nothing contained in this Agreement shall preclude or prohibit supervisory or management level personnel from performing bargaining unit work, provided, however, that no supervisory or management level employee shall perform any work that would displace a bargaining unit employee except as may be required on a temporary basis, or in the case of unforeseen events which require immediate attention or for the purpose of instruction or training.

Article X – Non-Discrimination

Section 1 – In accordance with applicable law, the Township and the Union agree not to discriminate against any individual with respect to hiring, compensations, terms or conditions of employment because of such individual’s race, color, religion, sex, gender identity, sexual orientation, national origin, pregnancy, disability, or age, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunity because of race, color, religion, sex, gender identity, sexual orientation, national origin, pregnancy, disability, or age, except in accordance with applicable law.

Section 2 – The Township agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Township against any employees because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause.

Section 3 – The Union agrees to represent all employees covered by the collective bargaining agreement without discrimination, interference, restraint or coercion.

Article XI – Holidays

Section 1

A. The following days shall be observed as paid holidays:

1. New Year’s Day
2. Presidents Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Veteran’s Day
9. Martin Luther King Day

10. Juneteenth Day

Section 2 – Regular full-time employees shall be eligible for holiday pay if an employee actually works their last scheduled workday before and their first scheduled workday after the holiday. Eligible employees shall receive one day’s pay for each of the holidays listed above on which they perform no work. Eight (8) hours pay at an employee’s regular rate shall constitute holiday pay.

Section 3 – Employees required to work on any of the above-listed holidays shall be paid one and a half (1 ½) times their regular hourly compensation for all hours worked during a holiday in Section 1, which shall be in addition to holiday pay if an employee is eligible for holiday pay under Section 2 of this Article. Holiday work must have the prior approval of the Township Manager, the Director of Public Works, or their designee.

Section 4 – Holidays occurring on a Saturday shall be observed on the preceding Friday and holidays occurring on a Sunday shall be observed on the following Monday.

Article XII – Vacations

Section 1 – Vacation is earned based upon past service. Employees during their probationary period shall earn up to forty-eight (48) hours at the rate of four (4) hours per month in which the employee works at least fifteen regular (15) work days, but may not utilize vacation until the completion of their probationary period. After completion of the probationary period, vacation will accrue and be available for use to an employee on January 1 on each successive calendar year based upon the years of service completed as of that date in accordance with the following schedule:

Completion of:	
1-9 years of service	80 hours
10-14 years of service	120 hours
15-24 years of service	160 hours
25+ years of service	8 additional hours per year of service over 24 up to 176 hours

Vacation may be taken in minimum increments of one-half (1/2) hour. Vacation time may be accumulated up to a maximum of one hundred and sixty (160) hours per vacation year and carried forward to the next vacation year. The vacation year for each employee shall be the twelve (12) month period following the anniversary date of employment of the employee.

Section 2 – Subject to the Township’s right to set the number of employees in each job classification who may be on vacation at the same time, vacation requests may be submitted between January and March each calendar year by seniority. The Township reserves the right to approve the number of employees permitted to take vacation in any given workweek and deny vacation requests based upon operational or public safety

considerations. Vacation requests submitted after March each year may be granted on a “first come, first serve” basis subject to Township approval and discretion in determining the number of employees permitted to take vacation at any given time. Vacation shall not be requested, scheduled, or taken in a manner which creates overtime.

Section 3 —The rate of vacation pay shall be the employee’s regular straight time rate of pay in effect for the employee’s regular job on the payday immediately preceding the employee’s vacation period. Employees shall receive their vacation pay as part of their pay for the pay period in which the vacation is taken. Employees who are called out to work while on an approved vacation period during time which would have otherwise constituted their regular shift, or who are called out on a workday on which they have taken approved vacation for their full regular shift shall receive one and one-half (1 ½) times their regular hourly rate for all hours worked and shall be reallocated any previously scheduled vacation hours during which they were required to work as a result of the callout on a per hour basis upon the employee notifying their supervisor and the Human Resources Administrator of the callout within seventy-two (72) hours.

Section 4 — Except for a discharge for cause, employees upon terminating employment may receive pay for unused vacation earned in the previous year, plus vacation time earned in the current year intended for the following year on a pro-rata basis, to a maximum of one hundred and sixty (160) hours.

Article XIII – Sick Leave

Section 1 – Sick leave shall not be considered a privilege but will be allowed only in the event of injury or illness, visits to the doctor, visits to the dentist, and illness or injury to spouse or children where the employee’s absence from work is necessary. Accordingly, sick leave is not an entitlement like vacation leave, and it shall not be treated as such. Sick leave abuse is a serious disciplinary offense which may subject an employee to disciplinary action, up to and including termination.

Section 2 – Employees shall accrue eight (8) sick hours per month to a maximum of ninety-six (96) (96) sick hours earned per calendar year. Probationary employees shall accrue sick hours at the rate of four (4) hours per month that the work day requirement is met. An employee shall not accrue or accumulate more than nine hundred and sixty (960) paid sick leave hours. Accrued sick leave not taken at the time of resignation, termination, or retirement shall be lost.

Section 3 – Employees may be required to provide an explanation for their use of sick leave, which shall not obligate an employee to provide a diagnosis or detailed medical explanation but which will require the employee to provide sufficient information so as to enable a determination that sick leave has been used for a qualifying reason. For purposes of this explanation, claims of general illness or the need to attend a doctor’s appointment

shall suffice. After an extended or severe illness, the Township may require certification by a doctor that an employee is fit to return to work.

Section 4 – A doctor’s certificate or cogent medical explanation shall be presented by the employee to the Director of Public Works in the following instances:

1. After three (3) consecutive days of sick leave.
2. After twelve (12) sick days in any year.
3. After an employee takes a sick leave in conjunction with other paid time off or scheduled days off more than two (2) times in a calendar year.

For purposes of this Section, a “sick leave” will be defined as a sick day or days uninterrupted by a day of work. A “cogent medical explanation” is one which comes from a competent medical practitioner, who demonstrates knowledge of the essential functions of the employee’s job, and who provides sufficient detail so that a reasonable lay person can understand the asserted basis for the absence. A conclusory statement that the employee was unable to report to work due to illness will not be satisfactory. Cogent medical explanations will be required for subsections (3) and (4) above.

Section 5 – Notwithstanding the above, the Township may counsel and/or discipline employees, in its sole discretion, for sick leave abuse if an employee’s use of sick leave demonstrates a pattern of abuse. An employee with a history of such utilization may be required to justify any request to utilize sick leave by providing a cogent medical explanation for the absence. In addition, any challenge to discipline imposed by the Township for suspected sick leave abuse will impose the burden on the employee to show that the utilization was proper.

Section 6 – In the event of an on-the-job injury an employee must report to the Township Manager or the Director of Public Works within twenty-four (24) hours of the incident regardless of whether the injury required medical attention.

Section 7 - In addition to sick leave, the Township purchases short-term disability policies for the benefit of its full-time employees. In addition, employees have the option of purchasing long-term disability coverage at their own expense. These benefits will be administered in accordance with the provisions of those policies, which will be selected in the sole and exclusive discretion of the Township.

Article XIV – Other Paid Leave

Section 1—Employees shall be eligible for unpaid leaves of absence after one (1) year’s service. Leaves of absence will be considered and granted in the sole discretion of the Township. Except as required by law, no leave of absence shall be for more than ninety (90) calendar days unless approved by the Township Supervisors.

Section 2—In the event of death of an employee’s spouse, parent, child, brother or sister,

the employee shall be entitled to a maximum of three (3) consecutive workdays with pay, which must include the date of the funeral. In the event of death of an employee's grandparent, grandchild, parent-in-law, son-or-daughter-in-law, brother-or-sister-in-law, the employee shall be entitled to a maximum of one (1) scheduled workday with pay which must be the date of the funeral.

Section 3—Military Leave shall be provided in accordance with applicable law. Nothing in this Agreement shall be interpreted as granting an employee any pay or benefit in addition to that as provided by law.

Section 4—Any employee ordered to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty. Employees on jury duty may be paid the difference between their regular rate of pay and the compensation they receive to serve as a juror for up to a total of two (2) weeks in any one calendar year. An employee must timely submit documentation supporting the need for jury duty leave to the Township Manager.

Section 5—Employees having one (1) or more years of service shall be granted fifty-six (56) hours for personal leave per calendar year. Probationary employees shall receive eight (8) personal leave hours after each two (2) months worked provided the employee has worked at least fifteen (15) work days in each month but in no event is an employee entitled to more than fifty-six (56) personal leave hours in a calendar year. Personal days shall be scheduled and granted for days requested subject to the Township's responsibility to maintain efficient operations. Personal time may be used in no less than one-half (1/2) hour increments. Except in cases of emergency, the employee shall request personal leave at least seven (7) days in advance of the personal day selected by the employee. Requests for personal leave shall not be unreasonably denied provided that the Township may deny requests for operational or public safety concerns, and further, that personal leave which would create overtime may be denied on that basis. Personal leave not taken shall be forfeited.

Article XV – Wages

Section 1

A. The Township retains the right, in its sole discretion, to determine the number of employees in each job classification, as well as all other rights provided by law and as recognized in this Agreement.

B. All bargaining unit employees hired prior to January 1, 2022 will receive a \$1.75/hr base wage increase effective January 1, 2022. Effective January 1, 2023, or the ratification date of the agreement, whichever is later, such employees shall receive a 2.5% increase to their base hourly wage and an additional 2.5% increase taking effect January 1, 2024.

C. The base hourly rate for employees hired on or after January 1, 2022 shall be as follows, and no retroactivity shall be paid:

Full-Time Employees:	Eff. 1/1/2022	Eff. 1/1/2023	Eff. 1/1/2024
Mechanic	\$22.11/hr	\$22.66/hr	\$23.23/hr
Road Crew	\$19.10/hr	\$19.58/hr	\$20.07/hr
Custodian	\$16.50/hr	\$16.91/hr	\$17.34/hr
Part-Time Public Works	\$15.45/hr	\$15.70/hr	\$15.95/hr

Section 2—The salaries and wages of employees shall be paid bi-weekly every other Friday by direct deposit. Pay checks will normally be distributed by 12:00 noon on the scheduled pay day.

Article XVI – Overtime

Section 1— An employee shall receive one and one-half times his/her regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in a workweek. Leave time shall not be considered “hours actually worked” for purposes of the overtime calculation.

Section 2—Payment of overtime shall not be duplicated or pyramided for the same hours worked. Hours compensated at the rate of time and one-half pursuant to any provision of this Agreement shall not be counted further for any purpose in determining overtime eligibility under the same or any other provision of this Agreement.

Article XVII – Seniority

Section 1– Seniority shall be defined as the length of continuous, uninterrupted service with the Township. Continuous service shall be computed from the date of hire but shall not accrue during the probationary period. Continuous service shall be broken by:

- i) Quit—Absence for three (3) consecutive workdays without notice to and approval by the Township shall also constitute a “quit.”
- ii) Discharge for just cause.
- iii) Absence from work for any reason for a period in excess of twelve (12) months, unless approved by the Township.
- iv) Transfer or promotion to a position with the Township that is outside the bargaining unit and where the employee remains in that position beyond thirty (30) calendar days.

Section 2—The term “break in service”, and the above-mentioned parameters defining it, is intended for calculation of seniority. Further, a break-in-service under sub-paragraphs “i-iii” above shall constitute separation from employment and terminate any and all contractual responsibilities the Township may have to the employee, including wages, benefits and future employment.

Section 3—New employees shall serve a probationary period of twelve (12) months. If prior to the end of the employee’s probationary period, the Township requests to extend the probation; that request must be made to the Union in writing, and an extension may be granted by the mutual agreement of the Union and the Township.

Section 4— For the purpose of calculating seniority only, continuous service shall include only time worked as a regular, full-time employee of the Township.

Article XVIII – Discipline and Discharge

Section 1

A. Disciplinary action or measures shall include only the following:

1. oral reprimand
2. written reprimand
3. suspension (notice to be given in writing)
4. discharge

B. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon any employee may be processed as a grievance through the regular grievance procedure.

Section 2

A. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Article XIX – Promotions, Transfers and Layoffs

Section 1—When the Township decides to fill a permanent vacancy in the bargaining unit, it shall post notice of that permanent vacancy on a mutually agreed upon bulletin board and provide a copy of the notice to the Union. The mere posting of the vacancy shall not obligate the Township to ultimately fill the vacancy. The decision of whether or not to fill a vacancy is a prerogative of the Township.

Section 2—This notice shall be dated and any employee who has completed their initial twelve (12) months probationary period desiring to be considered for the promotion shall file a written bid within seven (7) calendar days including the day such notice was posted. The Township will notify any employee who is absent from work from the date such notice is posted through the seven (7) calendar days to provide an opportunity to file a written bid.

Section 3—When skill, ability, and prior work performance are essentially equal, the Township shall fill the opening by promoting from among the applicants the qualified employee having the longest continuous service. The determination of the skill, ability and work performance shall rest solely with the Township.

Section 4—In the event the Township determines that the applicants for any permanent vacancy do not possess the requisite skill, ability and/or an acceptable work performance record, the Township reserves the right to consider external candidates for employment in order to fill any permanent vacancy. The determination of the skill, ability and work performance shall rest with the Township. but shall not be exercised arbitrarily or capriciously.

Section 5—Once an employee has been awarded a promotion, whether or not he/she accepts it, he/she will not be allowed to bid on another position for twelve (12) months. An employee promoted shall be required to complete a twelve (12) month probationary period in the new position.

Section 6—An employee may be returned to his/her prior position on the basis of unsatisfactory performance. An employee returned to a former position outside of the probationary period shall have the right to challenge this decision pursuant to the grievance procedures but shall bear the burden of proving that the Township's decision was arbitrary and/or capricious.

Section 7—If in the sole opinion of the Township, it is necessary to reduce the working force, layoffs shall occur in inverse order of seniority within an affected job classification/department/office provided that the more senior employees are relatively equal with respect to skill, ability and prior work performance with those laid off. Employees laid off shall have a right of recall in the event the Township, in its sole and complete discretion, seeks to supplement the workforce in the classification in which the employee was formerly employed, with this recall right lasting for twelve (12) months from the date of layoff. Any employee who refuses a recall shall waive his/her right to recall and shall be terminated in accordance with the Agreement's seniority provisions. Any employee on a recall list may bid on a vacancy.

Article XX – Settlement of Disputes

Section 1 – Only disputes which concern the application, meaning or interpretation of the specific terms of this Agreement shall be subject to the grievance procedure outlined in this Article. No other disputes may be processed through these procedures under any circumstances.

Section 2 – The deadlines and timeliness provisions contained in this Article shall be considered of the essence and to the highest degree binding. Failure to adhere to the temporal mandates of this Article shall render a grievance untimely and will prohibit its procession under this Article unless it is mutually agreed by the Township and Union, in writing, to waive such time limits.

Such timely and contractual disputes shall be settled in the following manner:

Section 3 –

STEP 1 - The employee shall present the written grievance to the Director of Public Works or his/her designee within five (5) working days of its occurrence or within five (5) working days of the date the employee knew or should have known of its occurrence, whichever is later. The grievance shall be dated and shall describe the complaint in detail, and shall indicate the section(s) of the collective bargaining agreement allegedly violated and the relief sought. Grievances which do not indicate a section of the collective bargaining agreement allegedly violated shall not be permitted to proceed beyond this step. The Director or the designee shall give the employee a written decision within seven (7) working days of the filing of the grievance. If the Director or designee does not provide the employee with a written decision within the seven (7) working days the Union will be entitled to proceed to Step 2.

STEP 2 – If the grievance has not been resolved at Step 1, it shall be presented in writing by the Union on behalf of the employee to the Township Manager within seven (7) working days after the response at Step 1, or the due date for a response at Step 1 if no response is provided. The Township Manager may meet with the affected employee and Union representative and shall give the Union a written decision within seven (7) working days of receipt of the receipt of the Step 2 appeal or from the date of such meeting, whichever is later. If the Township Manager does not provide the employee with a written decision within the seven (7) working days the Union will be entitled to proceed to Step 3.

STEP 3 – If the grievance remains unresolved, the grievance shall be presented by the Union to the Board of Supervisors or a designee of the Board within seven (7) working days after the response at Step 2, or the due date for a response at Step 2 if no response is received. The Board or the designee, within fourteen (14) working days after receiving the appeal, may hold a hearing at which the employee may present the grievance. The Board or the designee, within fourteen (14) working days following the hearing, shall give the employee a written decision. If the Board or the designee does not provide the employee with a written decision within the fourteen (14) working days the Union will be entitled to proceed to Step 4.

Step 4 – If the grievance is still unresolved, the Union may appeal to arbitration within seven (7) working days after the reply of the Board of Supervisors or designee is received by the Union, or the due date for a response at Step 3 if no response is received. A request for arbitration may be initiated by the Union serving upon the Township a notice in writing of its intent to proceed to arbitration. Only the Union, and not an individual employee, may appeal to arbitration. Upon receipt of a proper notice requesting arbitration, the Parties shall meet to select an arbitrator.

- a. If the Parties cannot agree on the selection of a neutral arbitrator, the Parties shall request a list of seven (7) arbitrators who reside in Pennsylvania from the Federal Mediation and Conciliation Service (FMCS). The Parties shall strike names from the list of arbitrators with the Union striking first until one name remains.
- b. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
- c. Expenses for the arbitrator's services, if any, and the proceedings shall be borne equally by the Township and the Union. However, each Party shall be responsible for compensating its own representatives and witnesses. If either Party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other Party and to the arbitrator.
- d. The arbitrator shall have no power or authority to add to, subtract from, or otherwise modify any terms of the Agreement and shall have no authority to make any decision contrary to or inconsistent with the terms of this Agreement or applicable law or which otherwise operates to limit or interfere with the powers and responsibilities of the Township.

Article XXI – Subcontracting

Section 1—The Township shall have the continuing and unfettered right to subcontract bargaining unit work (including, but not limited to, snow plowing in small residential neighborhoods, large paving projects, custodial work due to long-term disability, etc.) both to efficiently and/or cost-effectively meet operational needs provided it does not result directly in the lay-off of any employee(s), and in any emergency situation, but (except in an emergency) shall give notice in writing to the Union of its intention to enter into a contract involving work that would be performed by employees covered by this agreement. Said written notice shall be given at least two (2) weeks prior to the entry into the contract with the third party. The Parties agree that the prior listing of actual examples of subcontracting occurrences is not in any way intended to be an exhaustive list, but is merely illustrative of the Township's unfettered authority.

Section 2—The Township shall have the right, in its sole discretion, to hire temporary or seasonal employee(s) to perform a specific task (including work ordinarily performed by the bargaining unit) provided it does not result directly in the lay-off of any employee(s).

Article XXII – Uniforms and Allowances

Section 1— Employees are required to wear weather-appropriate uniforms and/or safety gear provided by the Township while on-duty. Employees who do not wear their Township-provided uniforms will be subject to discipline. The Township will provide employees upon their hiring with pants, shirts, safety vests, and other articles or safety apparatus as selected by the Township for the class of employee which are appropriate for the tasks engaged in by the employee.

Section 2— The Township will provide an allowance of up to five hundred dollars (\$500) per year to each employee for the purchase of boots and/or clothing used on the job, subject to the approval of the Township. Such approved clothing and boots may be purchased individually by the employee and reimbursed by the Township upon the submission of receipts, or may be purchased directly by the Township for the employee if approved upon request. The amount is not allowed to be carried from year to year.

Section 3—The Township will reimburse each employee twenty dollars (\$20.00) per month towards their personal cellphone usage for work purposes.

Article XXIII – Health and Welfare

Section 1—The Township shall provide a health insurance plan, which is defined to include hospitalization and prescription drug coverage.

Section 2—Both parties acknowledge that the Township’s responsibility is to provide a share of premium payment for the health insurance plan in effect at any given time. The particular benefits provided within that plan and any changes to the product or plan that are initiated by the insurance company are not the responsibility of the Township.

Section 3—Each employee shall be responsible for the payment of each co-pay and any deductible set forth in the health insurance plan and the Township shall not be responsible for the payment of any co-pay or deductible. Each employee shall be responsible for the payment of any surcharge or increase in premium for the employee’s coverage under the health insurance plan due to tobacco use.

Section 4— Each employee shall have deducted from his pay to assist the Township in the payment of the premiums for health insurance coverage, a pro rata contribution in a total amount equal to 10% of the monthly premium applicable to the employee’s level of coverage. This employee contribution shall begin immediately upon execution of the Agreement and shall continue each year thereafter.

In addition to the foregoing, employees will make monthly contributions in the amount of Fifteen Percent (15%) of the increase in premium from the prior year applicable to the coverage level in the current year. For example, an employee who selects individual-only coverage in Year 1 and two-party coverage in Year 2 shall, in Year 2, pay Fifteen Percent (15%) of the increase in premium for two-party coverage from Year 1 to Year 2. If the

premium has stayed the same or decreased between years, this additional contribution shall be zero dollars.

Section 5— The Township will continue to provide a health insurance plan for employees and their dependents, subject to changes imposed by the carrier. The Township shall have the right to change the existing health insurance coverage to a different plan and/or different carrier which is comparable to the coverage that is presently being provided. The parties agree that comparable shall not mean nor be applied by any arbitrator as meaning “identical.” The Union, however, retains the right to grieve the Township’s determination that the plan and/or carrier is “comparable.” If the Union does not agree that a plan and/or carrier selected by the Township is “comparable”, it will so state, in writing, to the Township within fourteen (14) calendar days of the plan and/or carrier being presented to the Union by the Township, or such longer period as mutually agreed to by the parties in writing. The writing will specify why the Union believes that the plan is not comparable. In that event, the Township may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this “comparable” issue, shall be issued within forty-five (45) calendar days of the Union’s written notice contesting that the plan and/or carrier selected by the Township is “comparable” and shall be final and binding and will determine if the Township is authorized to implement the new plan and/or carrier.

Section 6—An employee who provides proof of alternative health insurance coverage and who elects to waive coverage provided by the Township shall receive an amount equal to twenty percent (20%) of the premium that would have been paid by the Township for the employee’s health insurance coverage had the employee not waived health insurance coverage.

Section 7—Employees shall be entitled to receive a proportionate share of any annual health insurance reimbursement payment made by the Township to employees. The Union acknowledges and expressly agrees that the decision as to whether to make such a reimbursement payment in the first instance, or if a payment is to be made the total amount of the payment, is within the sole and exclusive discretion of the Township, and that no grievance shall be filed concerning any reimbursement paid or not paid under this provision. It is the Parties’ intent in adopting this provision that full-time employees covered by this Agreement shall continue to be eligible for such payments only if they are made by the Township, and subject to the amounts determined by the Township, in the same manner as non-represented employees.

Article XXIV – Drugs, Alcohol, and Tobacco

The Union agrees that employees shall continue to be subject to the Ferguson Township Drug and Alcohol Policy applicable to non-uniformed Township employees, attached hereto and incorporated in full herein, as such Policy may be amended from time to time in the Township’s discretion.

The Union further agrees that employees shall continue to be subject to the Township’s Tobacco Control Policy, attached hereto and incorporated in full herein, as may be amended from time to time in the Township’s discretion.

Article XXV – Pension

Employees shall participate in the defined contribution pension plan provided by the Township to all full-time non-uniformed employees, consisting of a combined 401(a) Money Purchase Plan and a 457 Deferred Compensation Plan. On behalf of each employee, the Township shall make contributions equal to a percentage of the employee's base salary as designated from by the Township Board of Supervisors on an annual basis, in its sole discretion, into the Money Purchase Plan Account. Employees shall be required to contribute a minimum of two (2) percent of their base salaries into the 457 Deferred Compensation Plan in order to be eligible to receive the Township's Money Purchase Plan Account contribution, if any.

Article XXVI – Union Stewards

Section 1—The Township recognizes the right of the Union to designate one (1) union steward and one (1) alternate steward from among the employees covered by this Agreement.

Section 2—The authority of the steward shall be limited to the following duties and activities:

- a). The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b). The collection of dues when authorized.
- c). The transmission of such messages and information which shall originate with and are authorized by the local union or its officers.

Section 3— The Township shall not hold the Union liable for any authorized acts by the steward or the alternate steward. However, the Township shall have full authority and right to impose proper discipline on the steward or the alternate steward, including permanent dismissal from employment, for just cause.

Article XXVII – Savings Clause

Should any Article, Section, or portion hereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalid Article, Section, or portion thereof.

Article XXVIII – Outside Employment

Employees may not engage in outside employment which would in any way hinder their objective and impartial performance of their duties, embarrass the Township, or impair their efficiency on the job. Employees who wish to obtain outside employment must obtain prior written approval from the Township Manager. Employees who are granted permission to engage in outside employment must sign the following waiver:

“The undersigned, an employee of Ferguson Township, does hereby waive and release Ferguson Township from any liability, expense, or costs due to any injury or sickness incurred by reason of any employment accepted by the undersigned other than as an employee of Ferguson Township. I further release the Township for any claim for wages or other benefits during any absence caused by such injury or sickness. This waiver shall be binding upon my heirs, representatives, or assigns.”

Article XXIX – Miscellaneous

Section 1—In cases of bonafide emergencies such as for acts of God, disease, pandemic, natural disaster, or other major public health threat or civil disorder, the Township may temporarily suspend any provision(s) of this Agreement which restrict the Township’s ability to effectively deal with such emergency. The Township shall notify the Union of the provision(s) temporarily being suspended and the reason(s) thereof. Upon conclusion of the emergency, the waiver shall be withdrawn, and all provisions of the Agreement shall again become effective from that point forward.

Section 2—The Township as part of its inherent managerial authority may take reasonable actions and impose reasonable work rules which may be deemed necessary in its sole and complete discretion to ensure the safety of its employees and the general public.

Article XXX – Complete Agreement

It is understood that during collective bargaining negotiations for this Agreement, both parties had the opportunity to raise and address all issues of concern. This Agreement therefore supersedes all prior agreements and extinguishes all past practices, whether written or oral, existing or alleged to have existed prior to the execution of this contract. Moreover, it is understood that the parties are not required to collectively bargain or reach agreements regarding issues which are or could have been addressed in this collective bargaining agreement during the term of this Agreement.

Article XXXI - Termination

This Agreement shall be effective as of the ratification date, and shall remain in full force and effect until and including December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and

twenty (120) days prior to termination that it desires to modify or terminate this Agreement. If proper notification is made, the parties agree to commence negotiations no later than one hundred and twenty (120) days prior to termination.

Agreed to by Teamsters Local Union 764

Agreed to by Ferguson Township

By _____

By _____

Date _____

Date _____