

TOWNSHIP OF O'HARA
ALLEGHENY COUNTY, PENNSYLVANIA

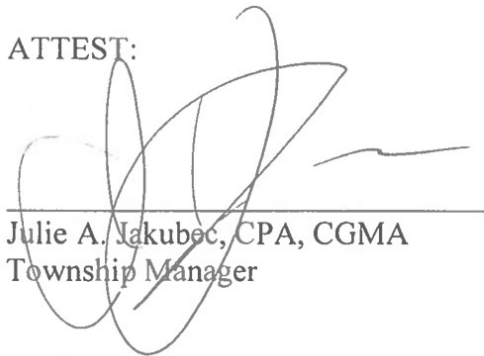
AN ORDINANCE OF THE TOWNSHIP OF O'HARA, ALLEGHENY COUNTY, PENNSYLVANIA, RATIFYING THE CLERICAL LABOR AGREEMENT FOR THE YEARS 2024, 2025, 2026 AND 2027 AND AUTHORIZING THE PRESIDENT OF COUNCIL AND TOWNSHIP MANAGER TO SIGN THE CONTRACT FOR THE TOWNSHIP

THE COUNCIL OF THE TOWNSHIP OF O'HARA HEREBY ORDAINS:

1. That the negotiated Clerical Labor Agreement for the years 2024, 2025, 2026, and 2027 is hereby ratified, and approval is given to the President of Council and Township Manager to execute the contract for the Township per Article VI, Section 602 (9) of the Home Rule Charter.
2. The final enactment of this ordinance shall be scheduled for November 14, 2023 with the effective date of the contract being January 1, 2024.
3. A copy of the contract shall be appended to this ordinance upon final approval.

ORDAINED AND ENACTED INTO LAW by Council vote of 7 to 0 on November 14, 2023.

ATTEST:



Julie A. Jakubec, CPA, CGMA
Township Manager

TOWNSHIP OF O'HARA



Robert John Smith
President of Council

First Reading	<u>Stewart - Hammill</u>	<u>5 - 0</u>	<u>10/10/2023</u>
Second Reading			
& Adoption	<u>Eccles - Denny, Jr.</u>	<u>7 - 0</u>	<u>11/14/2023</u>
Advertised	<u>11/23/2023</u>	Codified	

Attachment: Contract



AGREEMENT

BETWEEN

TOWNSHIP OF O'HARA – CLERICAL

AND

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS

LOCAL UNION 249

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2024 – DECEMBER 31, 2027

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AGREEMENT

Made and entered into between the TOWNSHIP OF O'HARA of Pennsylvania, its Successors and Assigns, hereinafter referred to as "Township" and Teamsters Local Union No. 249, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties hereto are desirous of entering upon an Agreement as to wage rates, hours, and other conditions of employment, and to do away with the possibility of strikes, boycotts, lockouts, and the like and to set forth an exclusive procedure for resolution of disputes arising under this Agreement.

ARTICLE I

UNION RECOGNITION

1. The Township recognizes and acknowledges the Union as the sole and exclusive collective bargaining representative for wages, hours and other terms and conditions of employment pursuant to the Certification of Representation by the Pennsylvania Labor Relations Board effective September 22, 1992, Case No. PERA-R-92-279-W in accordance with the Pennsylvania Employee Relations Act, Act 195 of 1970, for the bargaining unit's full-time white-collar non-professional clerical employees; excluding management level and professional employees, supervisors, first level supervisors, and confidential employees as defined in Act 195.

ARTICLE II

UNION SECURITY

1. All employees who are members of the Union on the date of this Agreement is executed, and all employees who thereafter become members thereof during the term of this Agreement shall, as a condition of continued employment, maintain their membership in the Union for the duration of this Agreement by offering to pay the regular monthly dues, initiation fees, and assessments levied against all members by the Union. This provision does not apply to employees who elect to accept a promotion from the bargaining unit to a non-bargaining unit supervisory position with the Township.

2. Any such employee may resign his or her Union membership commencing with the period of fifteen (15) days prior to the expiration of this Agreement subject to written notification to the Union and the Township. In the event of such resignation, the Union shall and does hereby waive and surrender any right it may have to collect dues from such employee for any period subsequent to such resignation or to subject such employee to any other obligation or membership by virtue of any provision of its constitution or by-laws.

3. The Township agrees to deduct monthly union dues and/or lawful uniform assessments of the Local Union equally from each pay of any employee from whom the Township receives a voluntary, signed authorization beginning January 1, 2005. The Union will indemnify, defend and hold the Township harmless concerning any action taken by the Township, at the direction of the Union, under this Article.

4. When the Township needs additional full-time clerical help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Township shall not be required to hire those referred by the Union.

ARTICLE III

JOB CLASSIFICATION AND WAGE RATES

1. The following are the job classifications of all full-time employees in the bargaining unit covered by this Agreement and the hourly rate of compensation to be paid to the employees in their respective classifications.

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
A. Secretary/Clerk	\$29.12	\$30.02	\$30.92	\$31.82
B. Bookkeeper	\$29.02	\$29.92	\$30.82	\$31.72
C. Secretary/Receptionist I	\$25.59	\$26.49	\$27.39	\$28.29
D. Secretary/Receptionist II	\$26.28	\$27.18	\$28.08	\$28.98
E. Manager's Secretary	\$29.84	\$30.74	\$31.64	\$32.54

The Township Notary will be compensated \$380.00 in 2024, \$405.00 in 2025, \$430.00 in 2026, and \$455.00 in 2027 to be paid throughout their yearly wages. This compensation will not be included in any overtime wages.

2. The Township may at any time establish a new job classification. The Township will develop the classification of each such new job and will submit the same to the Union and may put such a new job into effect. In the event that the Township

introduces a new job, the wage rate of such new job shall be subject to negotiations between the parties.

3. Any employee who is assigned to work in a higher job classification shall receive the rate of pay for such higher job classification for the hours he/she works.

4. If an employee is receiving on-the-job training in a higher job classification, or is assigned to work in a lower job classification, he/she shall, nevertheless be paid his/her regular hourly rate of pay. The foregoing exemption for on-the-job training shall be limited to a maximum of thirty (30) work days per employee.

5. An employee who works the last scheduled day before and the first scheduled day after a holiday and in a higher job classification shall be paid at the rate of said higher classification for the holiday.

6. Any probationary employee shall be paid at the rate of 80% of the hourly rate of compensation paid to regular employees in their respective classification. In the case of the Secretary/Receptionist job classification, a probationary employee shall receive 80% of the hourly rate of compensation of the lowest paid regular employee in the classification.

ARTICLE IV

HOURS OF WORK

1. The normal work week for all employees covered by this Agreement shall consist of five (5) consecutive days Monday through Friday.

2. The shared Secretary/Receptionist I working in the Police/Public Service Departments shall work 8:00 a.m. to 4:00 p.m., and the normal work day shall be 8:00

a.m. to 4:00 p.m. or 8:30 a.m. to 4:30 p.m. for all other employees. Employees will rotate between these two schedules on a weekly basis.

3. All employees shall receive a one-hour lunch break each day. All lunch breaks shall be taken in a staggered fashion to insure adequate departmental coverage.

4. A split shift shall not be permitted and all hours worked on any normal work day must be consecutive.

5. A summer schedule may be worked starting the first workday following Memorial Day and the last full workday before Labor Day if the schedule is agreeable to the Township and Union. The Township reserves the right to require the summer schedule to revert to the normal schedule if it is not working in the best interest of the Township.

ARTICLE V

OVERTIME

1. Overtime payments will be made to employees covered by this Agreement under the following circumstances:

- a. One and one-half times the employee's hourly wage rate for:
 - (1) All hours worked in excess of forty (40) hours in a week.
 - (2) All hours worked in excess of eight (8) hours in a workday.
 - (3) All hours worked on a Saturday or Sunday.
- b. Two times the employee's regular hourly wage rate for:
 - (1) All hours worked on a paid Holiday.
 - (2) All hours worked on a paid Vacation day.

2. There shall be no pyramiding of overtime. Hours compensated at the overtime rate under any one of the above provisions shall not be compensated at the overtime rate under any other provision.

3. For the purpose of computing overtime under the 40 hours per week and the eight hours per day provisions, paid lunch periods, paid sick leave time, paid vacation time, and paid holiday time shall be counted as time worked. All other time not actually worked, whether paid or unpaid, shall not count for the purpose of computing overtime.

4. The Township agrees that whenever practical the opportunity for overtime among employees normally performing the same work assignments shall be assigned on a seniority basis, provided the senior employee has the qualifications to perform the overtime work. A junior employee performing the work assignments may be required to work the overtime assignments if the more senior employees elect for sufficient reason not to accept the overtime assignment. It is specifically recognized that the employee performing the work during regular working hours may be assigned that work during an overtime period.

ARTICLE VI

PROBATION AND SENIORITY

1. There will be a probationary period of one-hundred eight (180) calendar days for a newly-hired employee, and he/she shall not accrue any seniority in the bargaining unit. During his/her probationary period, the Township may discharge him/her and terminate his/her employment in its sole judgment without recourse by said employee or the Union; and the Township's action shall not be subject to the Grievance or Arbitration provisions of this Agreement. If the Township retains said employee after the completion of his/her probationary period, his/her seniority in the bargaining unit shall be computed from the first (1st) day of his/her employment.

2. Seniority is based on the length of service regular full-time employees have with the Township. Seniority shall be accumulated during any absence due to illness, layoff or leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

3. When it becomes necessary to reduce the work force within a job classification, the last person hired shall be the first laid-off. In the event of a recall within a job classification, the last person laid-off is the first person to be recalled.

4. Continuous service will be broken, seniority lost, and an employee shall be considered terminated if an employee:

- a. Resigns or quits for any reason;
- b. Is discharged for cause;
- c. Retires from employment;
- d. Is absent from work for three (3) consecutive working days without notifying the Township Manager, unless there are extenuating circumstances acceptable to the Township Manager to prohibit reporting;
- e. Is absent from work due to layoff for a period equal to the employee's seniority but not to exceed twelve (12) months;
- f. Fails to return to work at the expiration of an approved unpaid leave of absence;
- g. Engages in other employment while on an approved unpaid leave of absence, unless otherwise agreed to by the Township, or misrepresenting the basis for an unpaid leave of absence;
- h. Fails to contact the Township Manager within three (3) days after notice to report on layoff recall, and failure to report for work within one (1) week after written notice of layoff recall.
- i. Is absent due to a non-occupational injury or illness for the lesser of a period of one hundred four (104) weeks or a period equal to the employee's seniority;

- j. Is absent due to a compensable disability incurred during the course of employment for more than thirty (30) days after final payment of statutory compensation for such disability provided the employee's seniority entitled his/her to a job;
- k. Receives severance pay.

5. The Township shall supply the Union with the seniority list of all employees setting forth the date of hire and the job classification of such employees. This list shall be maintained by the Township and be brought up to date annually. The Township shall also provide the Union with a complete list of names, addresses, and dates of all employees who have been laid off, discharged, hired, or rehired.

6. The Township shall give a two (2) week notice before any employee is laid off, except when the layoff is beyond the Township's control. To protect his/her seniority, each employee will keep the Township informed of his/her current address and phone number.

7. Nothing in this Agreement shall be construed to require the Township to fill any full-time vacancy which may occur due to any employee leaving the Township's employment.

ARTICLE VII
LONGEVITY PAY

1. Each member of the bargaining unit is entitled to be paid longevity pay in accordance with the schedule set forth below. For the purpose of this section, the employee's "longevity date" shall be the date of hire as a regular full-time employee with uninterrupted continuous service. The Township agrees to adjust longevity pay to coincide with rates (if higher) negotiated with the Public Service contract in 2026.

<u>Anniversary of Longevity Pay</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
5 th	\$ 900.00	\$ 960.00	\$ 1,020.00	\$ 1,080.00
10 th	960.00	1,020.00	1,080.00	1,140.00
15 th	1,020.00	1,080.00	1,140.00	1,200.00
20 th	1,080.00	1,140.00	1,200.00	1,260.00
25 th	1,140.00	1,200.00	1,260.00	1,320.00
30 th	1,200.00	1,260.00	1,320.00	1,380.00

2. The annual longevity amount shall be added to the employee's annual base pay to compute the employee's gross hourly rate.

3. The employee shall be paid the longevity amount starting with the first payday of a year in which the anniversary of the longevity date occurs.

ARTICLE VIII

HOLIDAYS

1. Employees who satisfy the eligibility requirements shall receive Holiday Pay for each of the following designated holidays not worked, irrespective of the day of the week on which the holiday may fall, such pay to be eight (8) hours straight-time at their standard hourly wage rate:

New Year's Day	President's Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Christmas Day	Day before New Year's Day
(2) Personal Holidays	General & Primary Election
Labor Day	

2. For any holiday which falls on Saturday, the previous Friday shall be observed as the holiday. For any holiday which falls on a Sunday, the following Monday will be observed as the holiday.

3. In order to be eligible for Holiday Pay, an employee must have:
- a. Completed his/her probationary period.
 - b. Performed work in the period of seven (7) calendar days prior to the holiday, except that if a holiday occurs during an employee's vacation, the employee will receive a day off with pay.
 - c. Performed work on the holiday as scheduled.

4. Any employee required to work on any of the aforementioned holidays shall be paid double time (2) for all hours worked plus Holiday Pay as provided herein.

5. If a Holiday occurs within a normal scheduled work week, such Holiday, whether worked or not, shall be considered as hours worked for the purpose of computing weekly overtime.

ARTICLE IX

VACATIONS

1. All regular full-time, non-probationary employees covered by this Agreement, who were hired before January 1, 2023, when they reach the length of service indicated below, shall be entitled to receive the following vacation with pay:

<u>Length of Service</u>	<u>Vacation</u>
1 year of service	2 weeks
5 years of service	3 weeks
12 years of service	4 weeks
20 years of service	5 weeks

2. All regular full-time, non-probationary employees covered by this Agreement, who are hired after January 1, 2023 when they reach the length of service indicated below, shall be entitled to receive the following vacation with pay:

<u>Length of Service</u>	<u>Vacation</u>
1 year of service	2 weeks
6 years of service	3 weeks
13 years of service	4 weeks

3. Vacations will be scheduled on a calendar-year basis and may not be carried forward into future calendar years.

4. Pay for one (1) week's vacation shall be equal to the employee's straight time hourly rate of pay for forty (40) hours of work, and pay for any individual days taken shall be equal to the employee's straight time hourly rate of pay for eight (8) hours of work.

5. A vacation week shall consist of five (5) consecutive work days. For this purpose only, Holidays do not count as work days. Each employee must take one full vacation week except for employees with two or less weeks and those employees may pick in weeks or days. Employees may take up to five (5) days of vacation in 1/2 days as long as it does not leave the Township short staffed. Any remaining vacation entitlement shall be taken in units no smaller than one (1) full day. No more than two (2) full weeks may be taken consecutively, unless there are extenuating circumstances acceptable to the Township Manager. The Township Manager may grant exceptions for unusual circumstances.

6. Employees shall select their vacation week(s) in order of their seniority during the posted period January 2 through April 15 of each year. Vacations will be

granted at the time most desired by the employee, providing always, however, that it does not interfere with the Township's business.

7. Employees may receive vacation pay immediately prior to their scheduled vacation week, provided that the last day of a scheduled vacation week falls on a payday. Employees shall notify the Payroll Department of their desired advanced pay in writing at least three (3) weeks prior to the scheduled vacation week.

8. Employees will be required to take time off for their vacation and the vacation schedule is for Union personnel only.

9. Any sickness or injury sustained by an employee during his or her scheduled vacation is a personal matter and his or her vacation shall not be rescheduled.

10. Employees who miss more than one hundred thirty (130) days work in a given calendar year excluding vacation and personal days, shall have their vacation entitlement for the following calendar year reduced based on the percentage of work days missed in proportion to total work days in a calendar year. Example: 150 work days missed in a calendar year out of 260 total work days; 58% of 15 vacation days represents 9 days reduction leaving a balance of 6 vacation days for the following calendar year.

ARTICLE X

HEALTH AND WELFARE

1. Only full-time employees who are members of the Union are eligible to receive benefits under this Article.

2. The Township will continue to offer health, dental and vision insurance coverage. The employee must pay the employee contribution specified below.

- a. Effective January 1, 2024 and for each consecutive year of the collective bargaining agreement all full time employees shall pay 5% of the applicable premium, by payroll deduction, for health, dental and vision insurance plans coverage under this article, but not to exceed \$50.00 per pay.
- b. The Township will offer both UPMC and Highmark health insurance as long as both are offered. There is no change in the proposed Highmark plan currently offered. For 2016 the premiums for both plans will be the same. Starting in 2017, the Base Plan for any year will be the less expensive of the two plans for that year (based on the type of coverage for each employee e. g. family, spousal, individual). The employee must pay the difference between the Base Plan and the more expensive plan dollar for dollar up to \$12.50 per pay. Any premium difference beyond \$25.00 per month will be paid at the 5% employee contribution currently outlined in the contract.
- c. Employee contributions to health insurance will be paid on a pre-tax basis utilizing a Section 125 plan. At either party's initiative, an annual health care review meeting may occur to discuss health care and any comparable plans available.
- d. If, in any year covered by this agreement it is projected that the Employer will be assessed an excise tax or fee under the Affordable Care Act or other legislation, then either party may move to reopen negotiations solely on this issue. The parties agree that such a reopening and negotiation may result in design changes or other modifications in order for the Employer to avoid assessment of such tax or fee.

3. The Township agrees to cover eligible employees and their eligible dependents with the current high option dental insurance plan.

4. The Township agrees to cover eligible employees and their eligible dependents with the current vision care insurance plan.

5. The Township agrees to provide eligible employees with the current disability insurance plan for non-job related accidents and illnesses. Coverage will be provided for up to 260 weeks for accidents and up to 104 weeks for sickness with a weekly benefit equal to sixty-six and two thirds percent (66-2/3%) of the employee's base wages for a forty (40) hour work week. Benefits shall begin on the first day of disability for an accident and on the eighth day of disability for an illness. Maternity leave shall be covered under the Township's disability insurance plan. The Township will adopt the required instruments for making disability payments non-taxable for federal income tax purposes as long as there is no cost to the Township.

6. The Township will have the right to select the insurance carrier of its choice or to provide self-insurance so long as coverage is substantially similar to that provided in the current policy agreements, as listed previously.

7. During the course of this agreement, the Township will provide prescription insurance coverage, provided it can be acquired without otherwise causing an increase in the current overall cost of the health insurance benefits as defined in this Article.

8. If an employee elects to forego health insurance coverage, including hospitalization, vision and dental coverage, the Township can buy out the employee's coverage at a cost of \$5,500 annually. The employee will have the option of reinstating benefits once each year in January with at least forty-five (45) days written notice to the Township, or, if the employee's spouse dies, is terminated from health care coverage, or divorces, and such occurrences leave the employee without available

health care benefits. Should an employee elect to forego health care coverage provided by the Township, the employee shall execute a release form provided by the Township opting to forego such coverage. This option of foregoing health insurance coverage shall only be made available to the employee should the Township's insurance carriers not require one-hundred (100%) employee participation under insurance policies.

9. This provision of the collective bargaining agreement supersedes any and all inconsistent or conflicting language of the collective bargaining agreement between the Parties. Similarly, this provision supersedes any past practice which is inconsistent or which conflicts with it. This provision is to be interpreted liberally so as to ensure that it accomplishes its objective. The Parties during bargaining discussed the reality that certain third parties (For example, insurance carriers, group plans, and/or the legislatures) have the ability to unilaterally make changes to the health insurance arrangements being provided to the employees under the collective bargaining agreement. These changes potentially include, but are not limited to, changes to plans, elimination of plans, changes to the available medical procedures (such as in-patient drug and alcohol treatment) and/or number of treatments available during a particular time period, changes in available health care providers (such as hospitals or clinics) and/or health care professionals (such as physicians or physical therapists) changes to co-pays and/or deductibles, and elimination of insurance plan options (such as traditional/indemnity or point of service). In addition, the changes potentially include, but are not limited to, changes in record-keeping requirements and procedures, point-of-service and pre-certification rules, and in-network/out-of-network rules. The Parties agree that the Employer is not a guarantor of health insurance plans or any components of those plans being provided the employees under the collective

bargaining agreement, and that the Employer has not agreed to self-insure any aspect of those plans or the components of those plans should they be modified in whole or in part or eliminated. This negotiated understanding applies to all forms of health insurance that are the subject of this collective bargaining agreement.

The Employer has a responsibility to timely pass on to the employees' collective bargaining representative written notice received by the Employer from the carrier and/or group plan of changes to the existing health plans as more thoroughly detailed above. If an insurance plan is to be eliminated or changed so substantially as to the available hospitals and/or physicians as to mean de facto elimination, the Employer shall have the responsibility to act in good faith to change the employees to a new plan and/or carrier, which is comparable to the coverage presently being provided and which costs the same or less than such coverage. The term "comparable" in this context does not mean equal to or equivalent, but that which is reasonably available. The employees, however, retain the right to grieve the Employer's determination that the plan and/or carrier is "comparable". If the employees do not agree that a plan and/or carrier selected by the Employer is "comparable", or if the employees are willing to pay the premium and or cost (co-pays, deductibles, etc.) difference for a different more expensive plan, the Union will so state, in writing, to the Employer, within seven (7) calendar days of the plan and/or provider being presented to the Union by the Employer, or such longer period as mutually agreed to by the Parties in writing. In the event the employees do not agree with the Employer's "comparability" determination and are unwilling to pay for a more expensive plan, the Employer may not unilaterally implement the proposed new plan and/or provider, however, it 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 thirty (30) calendar days of the Union's written notice contesting the plan selected by the Employer is "comparable" and shall be final and binding and will determine if the Employer is authorized to implement the new plan and/or carrier.

ARTICLE XI

LIFE INSURANCE

1. The Township shall provide each full-time, non-probationary employee with \$50,000.00 in life insurance on which policy the employee may designate his or her beneficiary.

2. Upon normal retirement, the Township shall provide each employee with a \$15,000 single-premium life insurance policy or its cash equivalent, at the option of the Township. If a policy is provided, said retired employee may designate his or her beneficiary. The aforesaid \$15,000 single-premium life insurance policy shall be substituted for the \$50,000.00 life insurance policy upon the normal retirement of the employee.

ARTICLE XII

PENSION

1. The Defined Benefit Pension Plan multiplier is 1.35%.

2. The Pension will be calculated using the last thirty-six (36) months of service whether continuous or not.

3. Each employee will be provided with retirement benefits under the Township's existing Non-Uniformed Pension Plan.

4. The Township agrees to a pension reopener in June 2024. The Township will include the Union in these negotiations concerning pension benefits. However, this

pension reopener will not affect or impair, in any manner, the no strike clause and other provisions set forth in Article XV of this Agreement.

5. The entire pension plan shall be made a part of this Agreement and attached hereto as Appendix A.

6. The employee pension contributions are payable on a pre-tax basis, for federal income tax purposes, based upon federal law.

7. Pension vest is seven (7) years.

ARTICLE XIII

LEAVES

1. The leave benefits set forth in this Agreement are not to be interpreted as a right of the employee but rather as a privilege not to be abused.

2. Unpaid Leave of Absence: Any employee desiring an unpaid leave of absence from his/her employment shall secure written permission from the Township Manager. The maximum leave of absence shall be for ninety (90) days and may be extended only if permission is granted by the Township Manager. During the period of absence, the employee shall not engage in any gainful employment. Failure to comply with this requirement shall result in termination of employment with the Township. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. However, if an employee during his leave of absence becomes either sick or injured and is unable to work at the end of his leave of absence, the employee shall not be eligible for benefit coverage under this Agreement until he/she returns to work; and if requested, presents a certificate from a qualified physician stating that the employee is physically fit to return to work without restriction.

3. Sick Leave: Employees shall earn ten (10) days paid sick leave per year which may be accumulated to a total of sixty (60) days. In the event such member of the Union is hospitalized, one day shall be given for each day spent in a hospital up to an additional five (5) days paid sick leave annually. For days to be returned, discharge papers from the hospital must be presented. Outpatient facilities not housed at the hospital are excluded from the day give-back provision. The Township may require written certification by a physician showing that the employee has had an illness or injury necessitating absence from work, if an employee is absent for five consecutive days or longer, or where a pattern of sick leave abuse may exist. Probationary employees are not eligible for sick leave. All unused sick days after written request from the employee may be paid for at one-half (1/2) pay at the end of each calendar year, or may be accumulated up to sixty (60) days. Each employee taking sick leave must report to the Township Manager before the beginning of the work day. Sick leave may not be used merely to get a paid day off from work.

4. Funeral Leave: Five (5) working days leave of absence with pay shall be granted to all employees in the event of a death of the employee's immediate family, provided, such employee attends the funeral of such deceased member of his/her immediate family. The term "immediate family" shall mean, spouse, children, brothers, sisters, parents, sisters-in-law, brothers-in-law, mother-in-law, father-in-law, grandchild, and grandparents of the employee. In the event of a death of an aunt or uncle, niece or nephew, spouse's aunt, spouse's uncle, spouse's niece, spouse's nephew, or spouse's grandparent an employee shall be granted two (2) days off with pay to attend the funeral. However, an employee will be granted an additional day for travel if the employee must travel in excess of three hundred (300) miles round trip in distance to

attend the funeral of an aunt or uncle, niece or nephew, spouse's aunt, spouse's uncle, spouse's niece, spouse's nephew, or spouse's grandparent. Each employee taking funeral leave must report the same to the Township Manager.

5. Jury Duty: A full-time employee who is called for and is required to be away from work for jury service shall be excused from work during the days on which he/she serves and the employee shall receive, for each day of such jury service on which he/she otherwise would have worked, eight (8) times his/her regular hourly rate. The employee shall present the Township with proof of such service.

ARTICLE XIV

SEVERANCE PAY

1. If the Township should permanently discontinue operations involving employees covered by this Agreement, an employee who is terminated shall be eligible for severance pay provided:

- a. He/she has at least one (1) full year of continuous service as determined by the Township Service Credit Rules.
- b. He/she is not eligible at the time of termination for pension benefits under the Township's Pension Plan for employees and/or any other Pension or Retirement Benefit Plan for which the Township contributes, excluding Social Security.

2. Severance pay is not payable to an employee who terminates his/her employment voluntarily, who is discharged, who is granted leave of absence, for normal layoffs, or offered employment under the same terms and conditions of this Agreement by Successor, Company or Authority.

3. Severance pay will be computed at the employee's straight time hourly rate for the regularly scheduled work week in effect at the time of separation on the basis of two (2) weeks of pay for each full year of service.

ARTICLE XV

STRIKES AND LOCKOUTS

1. During term of this Agreement, the Union and employees agree, in exchange for the Township's obligation set forth in Section 4 below, that, as to any dispute, of any nature, there shall be no strike, sit down, concerted slowdown or work stoppage, or any other interference with Township operations, including sympathy strikes or other actions and unfair labor practice strikes or other actions. No employee shall refuse to cross any picket lines at the Township's premises. Nothing herein contained shall be deemed or construed as a waiver of any rights the Township may have, in law or in equity, by reason of any strike or work stoppage.

2. The Union agrees that it will not authorize, condone, or instigate any of these actions set forth in Section 1 above.

In the event of a strike, sit down, concerted slowdown or, work stoppage, refusal to cross a picket line or other interference with Township operations, as set forth in Section 1 above, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to quit the offending conduct.

3. The Township shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any activity here in prohibited. If Township discipline in this regard is challenged through the grievance procedure and same proceeds to arbitration, the arbitrator shall have

authority only to rule on whether the individual grievant did in fact participate in such prohibited activities or not, and he/she shall not have any authority to pass judgment on the extent of the disciplinary penalty imposed by the Township.

4. During the term of this Agreement the Township will not lock out the union.

ARTICLE XVI

BARGAINING UNIT WORK

1. The parties expressly recognize that the supervisory employees of the Township have the right to continue to perform work of the type also performed by bargaining unit employees without restriction whenever the Township, in its sole discretion, deems it to be appropriate.

2. The Township shall have the right to subcontract out the work of the type not ordinarily performed by the bargaining unit employees, or work ordinarily performed by bargaining unit employees where, in the sole judgment of the Township it can be done more economically or expeditiously through such subcontracting or where in the sole judgment of the Township active employees lack sufficient skills to perform the work, PROVIDED THAT such subcontracting shall not be utilized to discriminate against bargaining unit employees because of membership in the Union.

3. Nothing in this Article or Agreement shall prevent the Township from laying off bargaining unit employees due to lack of work, for economic reasons, or if operations involving employees are discontinued.

ARTICLE XVII
SHOP STEWARDS

1. The Township recognizes the right of the Union to designate Shop Stewards and alternates.
2. 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, i.e. one Shop Steward or alternate shall be permitted reasonable time off to leave his/her work without loss of pay (not including time for arbitration) to investigate and adjust the grievance of any employee within his/her jurisdiction, after notification to his/her Supervisor. Employees shall have the Shop Steward or a representative of the Union present during the discussion of any grievance with representatives of the Township.
 - b. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided, such message and information:
 - (1) Have been reduced to writing; or
 - (2) If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Township's business.
 - c. Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Township's business, except, as authorized by official action of the Union.
 - d. Election of Steward and alternates shall be held in the month of January of each year and these elections may not interfere with Township operations.

ARTICLE XVIII

DISCHARGE CASES

1. The purpose of this Article is to provide for the disposition of complaints of employees and to establish a special procedure for the prompt review of cases involving discharge cases.

2. An employee shall not be peremptorily discharged. In all cases in which Management may conclude that an employee's conduct may justify discharge, he/she shall be suspended initially for one (1) to three (3) work days, and given written notice of such action. During this period, if the suspended employee believes that he/she has been unjustly dealt with, he/she may request a hearing and a statement of the offense before the Township Manager. A final determination, whether the discharge shall be affirmed, modified, or revoked, shall be made by the Township Manager in writing within five (5) work days of the hearing. If the Union does not concur with the Township's final decision on the discharge or suspension, it may be processed as a Grievance directly under Step 2 of the Grievance Procedure of this Contract, within ten (10) work days following the hearing. If the suspended employee does not request a hearing within five (5) work days of Management's decision to discharge, his/her discharge shall become final and not subject to further appeal.

3. The Union shall have the right to challenge the disciplinary action or the discharge proposed or taken by the Township against any employee, except probationary employees, on the grounds that such action is or was improper under terms of the Agreement and without proper cause.

4. In the event it be determined that an employee has been disciplined or discharged improperly or without proper cause, he/she shall be reinstated and shall receive retroactive pay from the date of suspension or discharge.

ARTICLE XIX

GRIEVANCE PROCEDURE

1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute as to the terms of this Agreement or as to any matter covered herein.

2. Any grievance arising between the Township and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1

The aggrieved employee or employees must present the grievance in writing to the Director of Administration within three (3) working days after the reason for the grievance has occurred, except no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not effected with the Director of Administration within three (3) working days, the Shop Steward and employee shall within five (5) working days submit such grievance in writing to the Township Manager, or his/her representative. The Township Manager shall respond to the grievance in writing within ten (10) working days from the date a decision was made on the grievance by the Director of Administration.

Step 2

If the decision by the Township Manager is unsatisfactory to the Union, the Union Business Representative shall then take up the matter with the Township

Manager. If the Township Manager and Business Representative do not reach an amicable decision within ten (10) days of the written decision by the Township Manager in Step 1, the Union may proceed to Step 3.

Step 3

In the event that any grievance is not resolved amicably as hereinbefore set forth, the Union may request arbitration of the same in writing within ten (10) work days of receipt of the Township's decision on the grievance. Within ten (10) work days after receiving written notification from the Union, the Township and the Union shall meet in an attempt to select a neutral arbitrator. In the event the parties are unable to agree on a neutral arbitrator, such arbitrator shall be selected from a panel furnished by the American Arbitration Association. Each party shall alternatively strike a name from the panel until one name remains. To the extent that the parties cannot agree unanimously on the procedures to be followed, the rules of the American Arbitration Association shall prevail.

If the Township has a grievance, it may pursue the grievance with the Union, and if not resolved to the Township's satisfaction, the Township shall be entitled to arbitration under the same procedures as described herein.

3. The time limits for filing and referring grievances are to be strictly construed. A grievance that is not filed or referred to the next step, including arbitration, where applicable, within such prescribed time limits shall be considered waived or settled and resolved on the basis of the Township's last answer, which shall be final and binding upon the parties and the grievance shall not be further processed

in any other manner. If the Township fails to provide an answer within the prescribed time limits, the grievance may be appealed to the next step including, where applicable, to arbitration. The time limits provided as herein may be extended by mutual agreement of the parties on a case by case basis.

4. The decision of the Arbitrator shall be final and binding on the parties and the employees. The Arbitrator shall not have any power to alter, disregard or amend, add to or detract from, any provision of this Agreement.

5. Any fee, salary or expenses relating to the services of the Arbitrator acting pursuant to this Article shall be chargeable equally to the Township and the Union.

ARTICLE XX

GENERAL PROVISIONS

1. The Township agrees that it will not enter into any written or oral agreement with any employees covered by this Agreement which is inconsistent with or which in any way may modify or waive any of the provisions of this Agreement.

2. The Township agrees that it will not hold any of its employees who are covered by this Agreement financially responsible for any damages resulting from any accident that may occur in the line of duty or require said employee to contribute to any fund to pay for damage done to equipment while working, provided, that this provision will not apply to the intentional acts of the employees.

3. If an employee is on layoff, the Township will continue payment of his insurance benefits for a period of three (3) months subsequent to his/her layoff. If an employee is on extended absence for illness or injury, occupational or otherwise, the Township will continue payment of his insurance benefits for a period of twelve (12)

months subsequent to the month during which he last worked. Insurance benefits will be discontinued as of the last day worked for all other extended absences such as personal leave, etc.

4. The Union will use its efforts to see that all employees covered by this Agreement obey all reasonable rules and regulations of employment which are consistent with this Agreement.

5. The Township agrees to install a Bulletin Board to be used exclusively by the Union. However, the Township reserves the right to remove any matter from the Union Bulletin Board that is derogatory to the Township, provided the Township notifies the Union before doing so.

6. Authorized agents of the Union shall have access to the Township's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Township working schedule.

7. The Township shall provide unemployment insurance as required by state law.

8. In the event any new job is created or a vacancy occurs, such newly created job or job vacancy shall be filled as follows:

- a. The Township may fill the vacancy or job temporarily until a permanent individual is selected for the job.
- b. Within one (1) week after the vacancy or new job has been temporarily filled, the Township will post on all departmental bulletin boards a notice of such vacancy or new job for a period of five (5) working days--Saturday, Sunday, and Holidays excepted--which shall be the bidding period. Any employee desiring the

position or job may sign his/her name to the job posting. If two (2) or more applicants for a single position are relatively equal with respect to skill and ability to perform the work, the job shall be filled by the applicant with the most Township Seniority. In the event an employee decides to return to his/her former job or proves unsuited for the job in the Township's opinion, within thirty (30) calendar days from the beginning of the assignment, the employee shall be returned to his/her former job without loss of seniority. The next qualified bidder shall be considered for the job. If no bids are received on such vacancy, the Township may fill the job or assignment as it deems proper.

9. Nothing in this Agreement shall be construed to require the Township to fill any job vacancy which may exist at any time.

ARTICLE XXI

TOWNSHIP RIGHTS

1. Unless specifically abridged by an express provision of this Agreement the Employer reserves and retains, solely and exclusively, all of its common law rights to manage the business of the Township as such rights existed prior to the execution of this Agreement. Matters of inherent management policy which are not abridged by this Agreement shall include, but are not limited to, the right to act unilaterally as to such areas of discretion or policy as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, the organization structure and selection and direction of personnel, determination of the number of hours per day or per week operations shall be carried on, the determination of the number of employees required, the assignment of work and duties performed by such employees in accordance with the requirements determined by the Township, the establishment and change of work

schedules, the right to make and enforce reasonable rules for the maintenance of discipline, the right to suspend, discharge, or otherwise discipline non-probationary employees for cause, the right to contract out work, and otherwise to take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Township business, provided however, that such rights shall not be used for the purpose of discrimination against members of the bargaining unit because of their membership in the Union.

2. The Township also retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the Commonwealth of Pennsylvania, and by its Township Charter and Township Ordinances adopted pursuant thereto, except as specifically abridged, delegated or modified by this Agreement.

ARTICLE XXII

SAVINGS CLAUSE

This Agreement is at all times subject to and is to be applied and construed in accordance with Federal, State or Local law, rules or regulations as they now exist and as they may, from time to time, be amended. In the event that any of the terms of this Agreement shall become invalid or unenforceable by reasons of any Federal, State or Local law, such invalidity or unenforceability shall not impair the operation of any other provision of this Agreement. In the event of such invalidity or unenforceability, the parties shall meet to discuss the impact thereof.

ARTICLE XXIII

DURATION OF AGREEMENT

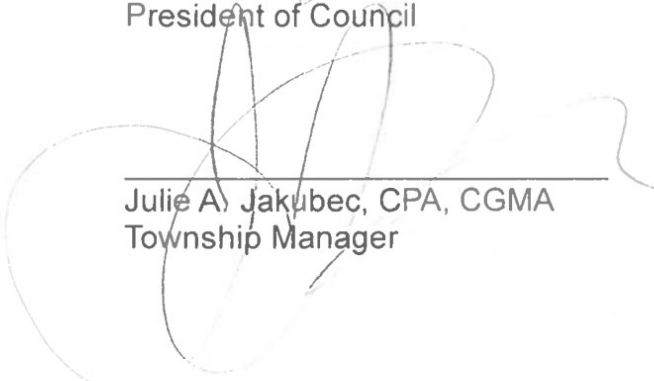
This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until midnight, December 31, 2027.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names and by their duly authorized representatives on this 20 day of November, 2023

TOWNSHIP OF O'HARA

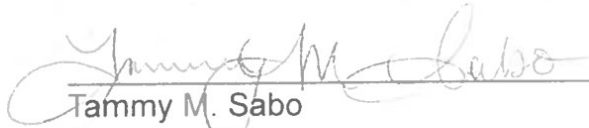


Robert John Smith
President of Council

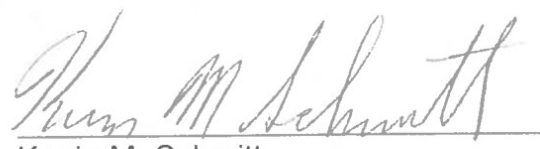


Julie A. Jakubec, CPA, CGMA
Township Manager

TEAMSTERS LOCAL UNION 249



Tammy M. Sabo
Secretary Treasurer



Kevin M. Schmitt
President



Anna Marie Gizzi
Steward



Rebecca Slagel
Assistant Steward