



**TOWNSHIP OF NORTH FAYETTE
RESOLUTION NO. 20-24**

A RESOLUTION OF THE TOWNSHIP OF NORTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP AND THE CONSTRUCTION, GENERAL LABORERS AND MATERIAL HANDLERS LOCAL UNION NO. 1058

WHEREAS, the Township of North Fayette (hereinafter "Township"), is a Municipal Corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township has previously recognized the bargaining unit known as Construction, General Laborers and Material Handlers Local Union No. 1058, affiliated with the Laborers' International Union of North America (hereinafter "Union") for certain employees of the Township; and

WHEREAS, the existing agreement between the Township and the Union expired on December 31, 2023; and

WHEREAS, the Township Manager and representatives for the Union have agreed to terms and conditions for a new collective bargaining agreement between the two parties, effective January 1, 2024 through December 31, 2028, as contained in the Agreement (attached as Exhibit 'A'); and

WHEREAS, the Township Manager hereby recommends to the Board of Supervisors the ratification of a new collective bargaining agreement consistent with the provisions outlined within the Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of North Fayette hereby resolves as follows, incorporating the above recitals by reference:

- SECTION 1.** The attached Agreement is hereby ratified.
- SECTION 2.** The Chairman, the Township Manager, and the Director of Public Works, are hereby authorized and directed to execute the Agreement, effective January 1, 2024, through December 31, 2028, as ratified by the Union, and in accordance with and under the terms as outlined hereto on behalf of the Township.
- SECTION 3.** A copy of this Resolution, along with the Executed Agreement, will be forwarded to the Union.
- SECTION 4.** All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith.

SECTION 5. This Resolution shall take effect immediately.

AND NOW, this 27th day of February 2024, upon motion duly made and seconded, the foregoing **RESOLUTION** is hereby adopted.

ATTEST:

**TOWNSHIP OF NORTH FAYETTE
BOARD OF SUPERVISORS**



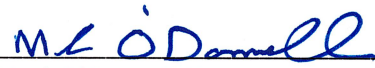
James Mangan
Township Manager



James Morosetti, Chairman



Robert Doddato, Vice Chairman



Mark O'Donnell, Treasurer

APPROVED AS TO FORM:



Michele Cromer, Esquire
Township Solicitor

COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into the 5th day of December 2023, is by and between the TOWNSHIP OF NORTH FAYETTE (the “Employer”) and CONSTRUCTION, GENERAL LABORERS AND MATERIAL HANDLERS LOCAL UNION NO. 1058, AFFILIATED WITH LABORERS’INTERNATIONAL UNION OF NORTH AMERICA (the “Union”).

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations and to provide cost effective and efficient public services.

ARTICLE 1 UNION RECOGNITION

- Section 1.** The Pennsylvania Labor Relations Board at Case No. PERA-R-09-106-W, has certified the Union as the exclusive representative of all full-time and regular part-time blue-collar nonprofessional employees of the Employer, including, but not limited to, road department employees, mechanics, sanitation department employees, custodial employees, and parks and recreation employees; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in Pennsylvania Act 195 of 1970 (Act 195).
- Section 2.** The term employee as used in the Agreement applies to all individuals occupying such jobs as set forth in the certification.
- Section 3.** The Employer recognizes the Union as the exclusive representative of the employees in the unit for which it has been certified for the purposes of collective bargaining regarding wages, hours and other terms and conditions of employment.

ARTICLE 2 UNION SECURITY

- Section 1.** Each employee who on the effective date of this Agreement is a member of the Union and each employee who thereafter becomes a member of the Union shall, as a condition of continued employment, maintain his or her membership in the Union in good standing in accordance with the provisions of Act 195 provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement as provided by Act 195.
- Section 2.** An Employee who fails to maintain his or her membership in the Union in good standing by payment of Union dues and initiation fees in accordance

with Section 1 shall be discharged from employment within fourteen (14) workdays after receipt of written notice from the Union to the Employer, with a copy to the Employee, of the employee's failure to maintain his or her membership in good standing.

Section 3. The Employer shall deduct a fair share fee for all employees covered by the terms and conditions of this Agreement who have completed their probationary period and who have elected not to join the Union.

Section 4. The Union shall indemnify and save the Employer harmless against all claims, demands, suits or other forms of liability that may arise in any way out of or by reason of action taken by the Employer to comply with this Article, including payment of reasonable attorney's fees.

ARTICLE 3 **DUES DEDUCTION AND CHECK-OFF**

Section 1. Upon receipt of a signed and dated authorization from an employee in the unit, the Employer shall deduct the required Union dues bi-weekly and non-recurring initiation fees from the first pay of each month during the term of this Agreement.

Section 2. The Union shall advise the Employer, in writing, as to the amounts to be deducted as initiation fees and dues. Once such deductions are made, the Employer shall remit all monies deducted to the address and person designated by the Union in writing together with an itemized statement indicating each employee and the amounts deducted for initiation fees and dues. The Employer shall remit all deducted monies along with the itemized list to the Union on or before the 15th day of the month immediately following the month in which such deductions were made.

Section 3. If the Employer is unable to make such deductions from an employee's pay due to the employee being off because of sickness, vacation, temporary lay-off or any other reason, the Union will notify the Employer in writing after said employee returns to work, of any delinquent amounts owed by said employee and the procedure the Employer shall use to deduct the delinquent monies.

Section 4. The Union shall indemnify and save the Employer harmless against all claims demands, suits or other forms of liability that may arise in any way out of or by reason of action taken or not taken by the Employer to comply with this Article, including payment of reasonable attorneys' fees.

ARTICLE 4
MANAGEMENT

Section 1. The management of the Township, and the direction of the working forces, are vested exclusively with the Employer subject to the terms of this Agreement. The management rights include but are not limited to the sole right to hire, discipline and discharge with just cause, lay off, assign, promote and transfer employees, to determine the starting and quitting time and the number of hours to be worked, the right to introduce new technology and methods, the right to determine levels of service, and to make such rules relating to operations, safety, and employee conduct as the Employer shall deem advisable, subject only to the limitations governing the exercise of these rights as are expressly provided in the Agreement.

Section 2. The Employer shall not discipline or discharge employees without just cause. The Employer shall notify the Union in writing within (5) calendar days of my suspension without pay or discharge.

ARTICLE 5
PROBATIONARY EMPLOYEES

Section 1. New employees, including those hired after a break in service, shall be deemed probationary employees for a period of one hundred eighty (180) calendar days from the date of their employment. Probationary employees shall be subject to layoff or discharge for any cause whatsoever without recourse to the grievance procedure. Notwithstanding the above, all benefits shall commence for probationary employees after ninety (90) calendar days of employment.

ARTICLE 6
RESPONSIBILITIES OF THE PARTIES

Section 1. The Employer, its officers, and representatives at all levels, is bound to observe the provisions of the Agreement. The Union, its officers, and representatives at all levels, is bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in the Agreement, the following shall be observed:

1. Neither the Union nor the Employer shall intimidate or coerce employees into joining the Union or continuing their membership therein.
2. The Employer shall not interfere with the rights of the employees to become members of the Union and there shall be no discrimination,

interference, restraint, or coercion by the Employer against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union. There shall be no discrimination, restraint, or coercion against any employee because of Union activity.

3. During the term of the Agreement, there shall be no lockout.
4. There shall be no Union activity on Employer time, except as provided in the Grievance Procedure. If collective bargaining is mutually scheduled to take place during regular working hours, employees on the bargaining committee (not to exceed three) shall be excused from work without loss of pay for such bargaining.
5. During the term of this Agreement there shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities.
6. The applicable procedures of the Agreement shall be followed for the settlement of all grievances.

Section 2.

The Employer and the Union agree that no provision of this Agreement shall be applied to discriminate against any employee or with respect to hiring, compensation, terms of conditions of employment, because of an employee's race, color, sex, creed, religion, disability, or national origin. The parties agree that they will not limit, segregate, or classify employees in any way to deprive any employee of employment opportunities because of age, race, color, creed, religion, sex, disability, or national origin. The representatives of the Union and the Employer in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1.

The purpose of this section is: (1) to provide the opportunity for discussion of any request or complaint by an employee: and (2) to establish the procedures for the processing and settlement of grievances. A grievance as used in this Agreement is any complaint, or request by an employee or the Union which involves the interpretation, application, or compliance with, the provisions of this Agreement. Grievances must be initiated and processed promptly, and the time limits observed, provided, however, that any time limit provided in the grievance procedure may be changed by mutual agreement of the parties.

Section 2. Grievance Procedure Steps:

1. **STEP I** - Any employee who believes he has a justifiable grievance shall discuss it with ten (10) workdays of the occurrence giving rise to the grievance with his immediate non-unit supervisor, with or without the assistance of a grievance representative as the employee may elect, in an attempt to reach settlement. Any resolution reached during this problem-solving step shall not have precedential value in any other grievance.
2. **STEP II** - If a grievance has not been satisfactorily resolved in Step 1, it can be presented in writing to the immediate non-unit supervisor on a standard grievance form after the conclusion of the discussion with the employee's immediate non-unit supervisor, but not later than ten (10) workdays after the initiation of such discussion. The written grievance must be dated and signed by the affected employee or employees and should include the information and facts giving rise to the grievance. If a grievance alleges a violation of the obligations of the Employer to the Union as such, a designated grievance representative shall sign the grievance.

A grievance in Step II shall be discussed in an attempt to reach a settlement at a mutually convenient time between the employee, his grievance representative and/or Union representative and the designated representative of the Employer and answered within ten (10) workdays from the date the written grievance is filed in Step II. The Employer's decision and the date thereof shall be recorded on the grievance form, and a copy given to the aggrieved employee and his Union representative. If the Employer's decision is not appealed, the grievance shall be considered settled based on the decision last made.

3. **STEP III** - A grievance shall be appealed by the Union within (10) workdays of Step II answer for consideration by the Union's representative and the Manager or his designee. The Union's representative and the Manager, or his designee, shall discuss said grievance following receipt of a written appeal at a meeting to be scheduled for such a purpose. Grievances discussed in such meetings shall be answered by the Employer within ten (10) workdays after the date of such meeting.

Minutes of the Step III meetings shall be prepared by the Employer and jointly signed by the Employer's representative and the representative of the Union. If the Union's representative shall

disagree with the accuracy of the minutes as prepared by the Employer, the Union's representative shall set forth and sign his reasons for such disagreement within ten (10) workdays and the minutes except for such disagreement, shall be regarded as agreed to.

Section 3. Minutes shall conform to the following:

1. Date of meeting, names attending, and identifying number of grievances.
2. Background information and facts.
3. Position of the Union and reasons, therefore.
4. Employer's position, and reasons, therefore.
5. The Employer's decision.

Section 4. If the Employer's decision in Step III is not appealed to arbitration within twenty (20) workdays of the Step III answer or mediation, the grievance shall be considered settled based on such decision.

Section 5. Arbitration. Any grievance that has been processed in accordance with the provisions of the preceding Section of the Agreement, but not satisfactorily settled shall be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the parties. If, within twenty (20) workdays (or longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the Pennsylvania Bureau of Mediation shall be requested to submit the names of seven (7) disinterested persons qualified and willing to act as impartial arbitrators who are member of the National Academy of Arbitrators. If the Bureau of Mediation is unwilling or unable to provide names of seven (7) members of the National Academy of Arbitrators, either party may request a list of seven (7) members of the National Academy of Arbitrators from either the Federal Mediation and Conciliation Service or the American Arbitration Association. From such a list the Employer shall strike first, and the parties shall each alternately strike on name until six (6) names have been eliminated and the person whose name remains on the list shall be selected to function as the impartial arbitrator. The arbitrator shall submit his decision, in writing, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this Agreement except where legislative action is required to implement the arbitrator's award. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than ninety

(90) days beyond the date on which the dispute was first presented as a grievance in writing. The fees and expenses of the arbitration shall be borne in equal shares by the Employer and Union. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of the Agreement. The arbitrator shall be required to render his/her decision as quickly as possible and in any event within forty-five (45) calendar days of the closing of the record and the filing of post hearing briefs, if any.

Section 6. Multiple Grievances. To avoid the necessity of filing numerous grievances on the same subject or event or concerning the same alleged contract violation occurring on separate occasions, a single grievance may be processed and the facts of alleged additional violations including the dates thereof may be presented writing directly in Step II.

Section 7. The Union shall certify to the Employer in writing the names of one (1) authorized grievance representative and one (1) alternate. Union officers shall also be designated in writing to the Employer. Any changes in Union representation shall be recognized by the Employer only after the changes are certified to the Employer in writing by the Union. The Employer shall deal only with the authorized representatives whose names have been authorized by the Union.

Section 8. The Union Business Manager, his designated representative or an International Union Representative, shall be given access to the Employer's premises at 400 North Branch Road, Oakdale, PA to conduct Union business provided that all contacts with employees are during break times or before or after work and there is no interruption of the Employer's working schedule.

Section 9. Meetings held pursuant to this grievance procedure shall be set by mutual agreement. Reasonable efforts will be made to schedule the meetings during the period 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.

Section 10. Time limits in the grievance process may be extended by mutual written consent of the parties. A request for an extension will not be unreasonably denied.

Section 11. Employees needed as witnesses shall be excused from duty without pay while participating in arbitration proceedings.

ARTICLE 8
WAGES

Section 1. The following are the hourly rates applicable to employees who have four (4) years of continuous service since their date of hire or rehire and are in possession of a valid Commercial Driver's License (CDL) in accordance with departmental requirements:

<u>Job Classification</u>	<u>2024 CDL Base Rate</u>
Department of Public Works Roads & Construction	
Laborer/Operator	\$31.85
Department of Administration Buildings & Grounds/ Parks Maintenance	
Laborer/Operator	\$31.85
Department of Public Works Fleet	
Mechanic/Operator	\$31.85

Section 2. The following are the hourly rates applicable to part-time employees who have four (4) years of continuous service since their date of hire or rehire.

<u>Job Classification</u>	<u>2024 Base Rate</u>
Department of Administration Buildings & Grounds	
Custodian (Part-time)	\$22.24

Section 3. The following increases shall apply to all classifications:

1. **\$1.25** per hour effective **January 1, 2025**.
2. **\$1.25** per hour effective **January 1, 2026**.
3. **\$1.50** per hour effective **January 1, 2027**.
4. **\$1.50** per hour effective **January 1, 2028**.

Section 4. Longevity being received prior to ratification will be frozen for any employee receiving longevity. Longevity shall be paid as follows:

Collective Bargaining Agreement
Township of North Fayette & Local 1058
Effective 2024 - 2028

1. A lump sum, onetime **five hundred (\$500.00) dollar** longevity bonus for **fifteen (15) years of service**.
2. A lump sum, onetime **one thousand (\$1,000.00) dollar** longevity bonus for **twenty (20) years of service**.
3. A **seventy-five (\$0.75) cent** per hour longevity bonus for **twenty-five (25) years of service**.
4. A **seventy-five (\$0.75) cent** per hour longevity bonus for **thirty (30) years of service**.
5. A **seventy-five (\$0.75) cent** per hour longevity bonus for **thirty-five (35) years of service**.
6. A **seventy-five (\$0.75) cent** per hour longevity bonus for **forty (40) years of service**.
7. An hourly increment of **seventy-five (\$0.75) cent** per hour over the base rate received by laborers and drivers shall be implemented for all working Foreman.
8. Currently eligible employees will only receive either a **five hundred (\$500.00) dollar** or a **one thousand (\$1,000.00) dollar** longevity bonus depending upon their current years of service. No immediate stacking will occur on longevity bonuses. Eligible employees may only receive one (1) longevity bonus at a time, they are not stackable.

Section 5.

New full-time employees who do not possess a CDL license shall be paid at 70% of the rates set forth above the first year, 75% of the rates set forth above the second year, 80% of the rates set forth above the third year and, 85% of the rates set forth above the fourth year. No increases after 85%. New full-time employees who possess a CDL license shall be paid at 85% of the rates set forth above the first year, 90% of the rates set forth above the second year, 95% of the rates set forth above the third year and, 100% of the rates set forth above the fourth year. Employees currently in the wage progression shall move from their current position in the progression on their anniversary date after ratification of the agreement by both parties.

Section 6.

On any day that sanitation employees clean up the route assigned for that day and complete their other responsibilities such as truck maintenance and fueling and any other operator/laborer duties to be done that day, the employee shall be paid for the entire day.

Section 7. Employees shall normally be paid on Friday of every other week.

Section 8. The cost of renewing the state certification for mechanics will be covered by the Township.

ARTICLE 9
CLOTHING ALLOWANCE

Section 1. All protective apparel required by the Employer shall be supplied by the Employer, including protective hats, goggles, raincoats, rain hats, rain boots and protective gloves. The Employer shall provide each bargaining unit employee with a \$450.00 uniform allowance annually. Clothing Allowance will be paid in July of each year, not later than the 15th. Clothing receipts will be required to receive the uniform allowance.

ARTICLE 10
HOURS OF WORK

Section 1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or a guarantee of days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime which is covered solely by Article 11- Overtime.

1. The normal workday shall be eight (8) consecutive hours of work exclusive of a one half (1/2) hour paid lunch period in a twenty-four (24) hour period.
2. The normal work week shall be five (5) workdays beginning on the first day of any seven (7) consecutive day period which may begin on any day of the calendar week. Workdays shall be consecutive except for days off. The normal two (2) days off shall be consecutive days off.
3. The normal workweek shall apply except in the event of emergencies, work stoppages, failure of utilities, or acts of God.
4. A scheduled workweek or work shift shall not be changed without written notice to the affected employee employees at least seven (7) calendar days prior to the start of the new workweek schedule, except in the event of agreement of the employee confirmed by the Union. Work schedules shall not be changed for arbitrary, capricious, or disciplinary reasons. If the Township implements a changed or new shift or workweek pursuant to this provision, the new or changed shift or workweek shall be staffed by using reverse seniority (The most junior employee in the Department first). At the

time the new shift and/or workweek is put in effect, the more senior employees will be given an opportunity to bid on the shift instead of the most junior employee or employees, but the more senior employee must decide whether or not to take the new shift and/or workweek within seven (7) workdays after it is first posted by the Township.

Section 2. Reporting Allowance - Unless previously notified not to report to work an employee who reports to work as scheduled shall be given a minimum of eight (8) hours' work. In the event no work is available when the employee reports to work, the employee shall be released from work and paid a reporting allowance of eight (8) times the regular hourly rate of pay. This provision shall not be applicable when the employee leaves his work through no fault of the Employer, or is prevented from working because of work stoppages, failure of utilities, or acts of God, in which cases he shall be paid the time actually worked, if any.

Section 3. Callouts - Any employee called out to work hours in addition to his regular hours on a workday shall be guaranteed at least three (3) hours of pay. The Township reserves the right to have an employee work a full three (3) hours. Call out does not apply to prescheduled early starts in emergency situations.

ARTICLE 11 **OVERTIME**

Section 1. This section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days or work per week.

1. The workweek shall consist of seven (7) consecutive days beginning at 12:01 A.M. on Monday.
2. The workday is the twenty-four (24) hour period beginning with the time the employee begins work.
3. The regular rate of pay as used in the Agreement shall mean the hourly wage rate which the employee would have received for the work assigned had it been performed during non-overtime hours.

Section 2. Overtime at the rate of one-and-one-half times the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in a workweek.

Section 3. An un-worked holiday shall be counted as time worked in determining overtime in Section 2 above if the employee would have been scheduled to work but for the paid holiday. Vacation days during a work week shall be counted as hours worked in determining overtime in Section 2 above.

Section 4. Each calendar year, overtime work shall be assigned by department based on a rotation list, with the person having the most seniority being given the first opportunity to work overtime. The order of each employee's name on the rotation list will be based upon the amount of each employee's seniority, with the employee who has the most seniority being first, and other employees following in descending order based upon their seniority. If an employee is unavailable to work overtime for any reason or not qualified to perform the work to be performed, the next employee on the rotation list will be called, until enough employees are found to perform the overtime work. The Employer shall have the right to call out an employee who is on vacation or using a personal day in the event of an emergency, provided the employee is in the area. The Employer shall have the right to establish reasonable policies concerning eligibility for overtime call outs for employees who are absent from work other than for sick leave and to adopt reasonable policies, including the use of pagers and standby, which insure that employees will be available for callouts. Such policies shall be uniform and consistent for all employees. Employees who are out on sick leave shall be ineligible for overtime call outs on such days and shall be assessed those hours for computing year to date overtime. Employees shall also be assessed for any other missed overtime call outs. The next time that there is overtime to be worked, the next person on the rotation list will be called (as opposed to the person who has the most seniority). In an emergency, the Employer may mandate that any available employees respond to work the necessary overtime.

Parks and Recreation Department weekend and festival overtime shall be distributed to the entire unit in accordance with bargaining unit seniority provided the employee is qualified to perform the work and after the Parks and Recreation Department overtime list has been exhausted.

Section 5. Overtime Records - The Employer shall maintain a record of the overtime worked by each employee on a weekly basis and provide such information to the employee or to the Union within a reasonable time that a written request therefore is made to the Manager of his representative.

Section 4. A sick day may be used without a loss of overtime pay on a weekly basis.

ARTICLE 12

VACANCIES AND PROMOTIONS

Section 1. When the Employer determines that there exists a vacancy for a position in the bargaining unit which will be filled by the employer, such vacancy shall be posited on bulletin boards at locations accessible to all employees in the bargaining unit for a period of ten (10) consecutive workdays.

Section 2. Employees desiring to bid on a posted vacancy shall make an application within the time stated on the bid sheet. Bids will be posted for fourteen (14) calendar days.

Section 3. The Employer will award the job to the senior employee bidding if the senior employee's qualifications and ability to perform the work are relatively equal to other bidding employees.

Section 4. The name of the successful bidder for a job shall be posted on Union bulletin boards. The successful bidder will commence work in the new position as soon as possible, but in no event longer than seven (7) days after being officially notified of the successful award.

ARTICLE 13 **LAYOFF AND RECALL**

Section 1. In the event the Employer determines that it is necessary to reduce the workforce, such reduction may be accomplished by layoff. The Employer shall determine in which department(s) and job classification(s) the layoff(s) shall occur. From within the department(s) and job classification(s) selected, the Employer shall lay off employees in the following order: (1) probationary employees (2) part time employees and (3) least senior employee(s) based on bargaining unit seniority within the department.

Section 2. The Employer will give the Union and the employee(s) in the job classification(s) affected by the initial decision to layoff seven (7) calendar days' prior written notice that a layoff will occur.

Section 3. An employee selected for lay off may displace (bump) any employee with less bargaining unit seniority in any occupation or department as long as he has the skill and ability to perform the job. The employees shall exercise his/her bumping rights within five (5) calendar days of notice of layoff or displacement. If the employee fails to satisfactorily perform the job, he/she shall be laid off with no further bumping rights. Employees who are displaced through this procedure shall have the same displacement rights as an employee selected for layoff. In order to allow the bumping process to proceed in a timely manner, every January 1 and July 1, the Employer shall post a seniority list which identifies each employee's bargaining unit seniority and department seniority.

Section 4. In the event a vacancy arises in the same job classification from which an employee has been laid off or displaced, before posting the vacancy, the Employer shall offer the position to the laid off or displaced employee utilizing bargaining unit seniority if there is more than one such employee.

Section 5. Employees who are on layoff status or displaced as a result of a layoff shall be permitted to bid on any posted vacancy in accordance with the bid procedure.

Section 6. Employees will be recalled in reverse order using the criteria outlined above.

Section 7. Employees being recalled to work shall be notified by certified mail sent to the employee's last known address and the employee shall have seven (7) calendar days from the date of mailing within which to report to work. It shall be the responsibility of each employee to keep the Employer informed of his/her current mailing address.

ARTICLE 14 **SENIORITY**

Section 1. The parties to this Agreement recognize that job security in event of promotions, layoffs, and recalls after layoffs should increase in proportion to length of continuous service, and that in the administration of the Article the intent will be that wherever practicable, subject to the prerogatives of the Supervisors, full consideration shall be given continuous service in such cases. In recognition, however, of the responsibility of the Employer for efficient operations, it is understood and agreed that in all cases of promotion, layoffs, or recalls after layoffs an employee must have the qualifications and ability to perform the work and continuous services shall be determinative when the Employer believes that the qualifications and ability of the employee are relatively equal.

Section 2. Bargaining unit seniority shall be the length of continuous service an employee has had with the Employer in a job classification covered by this Agreement. For purposes of calculating the bargaining unit seniority of employees on the payroll as of January 1, 2010, bargaining unit seniority shall be based on the length of continuous service an employee has had with the Employer. Seniority shall be accumulated during absence due to illness, layoff, or leave of absence, as long as such seniority is not terminated in accordance with other provisions of the Agreement.

Section 3. Continuous service shall be broken by:

1. A quit or resignation. Absence for three (3) consecutive workdays without notice to the Employer shall constitute a quit.
2. Failure to report to work after paid or unpaid leave.

3. Discharge for just cause or during the probationary period.
4. Absence due to a layoff or physical disability (sickness or injury including pregnancy or childbirth) for more than eighteen (18) months, provided that an absence due to a compensable disability which extends beyond eighteen (18) months shall not break continuous service if the employee reports himself available for work with ten (10) days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.
5. Acceptance of other full-time employment while on authorized leave.
6. Retirement.

Section 4. The Employer shall post a copy of the seniority list in a conspicuous place for all employees to observe. A copy will also be forwarded to the Union. The seniority list shall indicate the date of hire being used to determine each employee's bargaining unit seniority.

Section 5. Seniority shall be accumulated during absence due to illness, layoff, or leave of absence as long as such seniority is not terminated in accordance with other provisions of the Agreement.

ARTICLE 15 **PART-TIME EMPLOYEES**

Section 1. A regular part time employee is an employee who is regularly scheduled to work 24 hours a week or less. A separate seniority list shall be maintained for regular part-time employees who shall be laid off before regular full-time employees.

Section 2. No time off, insurance or other benefit provided by this Agreement shall apply to part time employees, provided however, that regular part time employees shall receive a pro rata holiday pay for New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day. In addition, regular part-time employees shall receive pro rata paid vacation as follows: five days after one year, ten days after five years and fifteen days after ten years. The employee must work at least two hundred (200) days in the prior year to qualify for vacation. Days worked shall include any paid days, including time on workers' compensation, holidays, and vacation but shall not include time on sickness and accident or insurance unless otherwise specified.

Section 3. Part-time employees may not be regularly scheduled to work more than 24 hours in a workweek, On the other hand, there may be times when the needs of the Township call for using a part time employee more than the regularly scheduled hours. In that event, a part-time employee who is scheduled to work more than 40 hours in a workweek shall be entitled to overtime as required by law.

Section 4. Part-time employees may not be employed in any position from which there are full-time employees on layoff unless the laid off employee declined to work part-time.

Section 5. The Township will provide life insurance for part-time employees with Life Insurance at the same level as full-time employees.

ARTICLE 16
VACATIONS

Section 1. Vacations are earned by prior service. Any new full-time employee or full-time employee rehired after a break in service shall be entitled to one week vacation (five (5) workdays) after six (6) months, if the six (6) months are all worked in the same calendar year. To be entitled to the vacation, the employee must work at least sixty-five (65) days during the six months. Thereafter, each employee who works two hundred (200) or more days per calendar year, or who was a probationary employee in the prior calendar year, shall be entitled to vacation with pay after one (1) year of service from the beginning date of employment and during each subsequent calendar year (January 1st through December 31st) thereafter as follows:

Years of Service	Workdays of Vacation
Six (6) months	Five (5)
One (1) through two (2)	Ten (10)
Two (2) through nine (9)	Fifteen (15)
Ten (10) or more	Twenty (20)
Sixteen (16)	Twenty-one (21)
Seventeen (17)	Twenty-Two (22)
Eighteen (18)	Twenty-three (23)
Nineteen (19)	Twenty-four (24)
Twenty (20)	Twenty-five (25)

Section 2. The Township, by November 1st of each year, shall provide the employees by department with a calendar showing the number of department employees who can take off on each day and week throughout the calendar year. Thereafter, each employee shall specify in writing his vacation preference for the vacation to which he is entitled at least thirty (30)

calendar days prior to the calendar year for which the vacation is earned. Vacations shall normally be scheduled in blocks of at least one (1) week at a time. However, an employee may elect to use up to ten days of individual vacation days in each year in which the employee is eligible. Vacations may be scheduled throughout the calendar year, but the number of employees off by department during any day or week may not exceed the limits posted by the Township on November 1st. Vacation time may not be carried over from one year to the next. After the vacations have been selected by all employees, and the selections have been reviewed and approved by the Township, the vacation schedule shall be posted by the Township before January 1st each year.

Upon written notice to the Township, at least three workdays prior to an employee's scheduled vacation, an employee may request a change in the vacation date or dates if it does not increase the number of employees off on the day or week in question beyond the limit set by the Township in its November 1st posting for the vacation year. The Township shall respond to the request within two (2) workdays. The Township shall not unreasonably deny the employee's request.

Vacation preference on vacation selection will be given to the employees with the longest continuous service. Continuous service shall be calculated as provided in Article 14. The employees by department shall determine the process for applying seniority to permit each department employee to select his vacation entitlement. Vacations scheduled during peak periods may be limited as necessary to provide vacations during those periods for as many employees as possible. The Employer has the final discretion to reasonably allot vacation periods and to change such allotment in order to meet the needs and schedule of Township business, including scheduling vacation days of less than one (1) week at a time.

Section 3.

The Township shall continue to observe the "Deer Season Protocol" for Road Department employees as the protocol has been applied in the past. This is to provide employees in the Road Department with the opportunity to use vacation for deer season but at the same time be available in the event of inclement weather or any other emergency. It is understood that the protocol covers only the first five (5) days of deer season and that employees who wish to take vacation days for vacation pursuant to the Deer Season Protocol must schedule the vacation time for this purpose at the beginning of the year when the rest of their vacation is scheduled. It is specifically understood regarding this Protocol that in the event the Township reasonably determines that its manpower requirements are not being met for emergency conditions that occur during the first five (5) days of deer season, the Township has the discretion to discontinue or modify the Protocol so

that adequate manpower will be available during the first five days of deer season.

Section 4. In applying this Article, days on workers compensation, paid sick leave, paid personal leave, any other fully paid leave, and days on FMLA leave shall be counted in determining days worked in the prior year.

Section 5. When an employee retires from employment, the employee shall receive in addition to any vacation earned by service the prior year, vacation prorated from the beginning of the calendar year in which the employee retires. “Retires” as used in the Section means that the employee had vested pension benefit when he or she retires and was not terminated for cause.

ARTICLE 17 **HOLIDAYS**

Section 1. The thirteen (13) holidays listed in the section will be considered as standard for all full-time employees:

1. New Year’s Day
2. Good Friday (If the employee is regularly scheduled to work Sundays, they may elect to take the Good Friday Holiday on Easter Sunday. Employees must state their intention in advance as to which will be observed.)
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. The Day after Thanksgiving
7. Christmas Day
8. Five (5) Personal Holidays

Section 2. Holidays shall be as observed by the Township. Standard Holidays falling on Saturday will be observed the preceding Friday and those falling on Sunday will be observed the following Monday.

- Section 3.** As work conditions permit, employees will be excused from work on those holidays and will be paid for the day at their basic wage or salary rates. Any employee required to work on a holiday will be paid time and one-half the regular rate of pay for all hours worked in addition to being paid the eight hours of holiday pay.
- Section 4.** If one of these holidays occurs during an employee's vacation period, an additional day off with pay in lieu of the holiday will be allowed at another time.
- Section 5.** If the employee has an absence on the day before or the day after a holiday, the employee will not receive pay for the time off on the holiday unless the employee is off on paid vacation or pre-scheduled personal day.
- Section 6.** Employees must have approval from a non-unit supervisor for any personal holiday taken pursuant to this Article. A personal holiday shall be scheduled in the same manner as vacation leave except that employees do not have to schedule personal leave in advance of personal emergencies or matters which come up without reasonable prior notice to the employee. Vacation leave taken one week at a time shall have precedence over a personal holiday by another employee for a day or days during the same time period. The Employer has the final discretion to determine whether to permit the scheduling of personal holidays on any particular workday or days, provided however, that a request for a personal holiday made with reasonable prior notice shall not be unreasonably denied by the Employer. Employees who fail to use their personal holidays shall not be permitted to carry over the day or days not used into the next year. Unused personal holidays may be converted to sick leave and accrued from year to year.

ARTICLE 18
SICK LEAVE

- Section 1.** Sick leave is payment for the day or days that an employee is scheduled to work but is unable to work because of an illness or injury.
- Section 2.** Each employee shall be entitled to five (5) sick leave days in each full calendar year during the term of the Agreement and prorated for any partial calendar year.
- Section 3.** Unused sick leave days shall accumulate to a maximum of forty (40) days.
- Section 4.** Sick leave must be exhausted before an employee may utilize unpaid Family and Medical Act (FMLA) leave. Vacation leave does not need to be exhausted before utilizing unpaid Family and Medical Act (FMLA) leave.

Section 5. One half a sick leave day may be used for illness and /or disability and to meet medical appointments scheduled during the employee's regular workday. In extraordinary circumstances of a medical condition that requires medical appointments on a regular and recurring basis of relatively short intervals, the employee affected may use personal leave and vacation in one half days with the understanding that the employee has the burden to demonstrate that his or her condition qualifies under this provision. Although personal leave and vacation leave may also be used, sick leave must first be exhausted. Once sick leave is exhausted, personal leave must be exhausted before vacation leave is used. The provision is subject to the vacation scheduling provisions unless the affected employee is able to have another employee trade a vacation day with the affected employee for the medical appointment on a particular day. One half personal leave day may be used for emergency family illness.

Section 6. It is understood that sick leave is a valuable paid benefit the abuse or misuse of which may result in discipline or discharge. The Employer shall continue to have the right to require an employee to produce a doctor's certificate verifying that the employee was unable to work on a particular day or days because of an illness or injury. The Employer may take other steps reasonably necessary to ensure that sick leave use is not being misused or abused.

Section 7. Employees who otherwise do not receive holiday pay due to the use of a sick day before or after a holiday will have the option to use sick day for holiday pay or use sick time in place of holiday time for an excused absence.

Section 8. The Township will agree to a two (2) hour increment for pre-scheduled appointments (forty-eight (48) hours in advance) that occur at the beginning or end of a shift. (7:00 - 9:00 a.m. or 1:00 - 3:00 p.m.). A doctor's slip will be required.

ARTICLE 19
BEREAVEMENT PAY

Section 1. An employee shall be granted five (5) consecutive workdays leave with pay in the event of death in the immediate family of the employee to make household adjustments to attend funeral services. The immediate family shall be defined as spouse, parents, stepparents, children, stepchildren, grandparents, grandchildren, mother-in-law, father-in-law, brother(s) or sister(s), brother(s)-in-law and sister(s)-in-law.

ARTICLE 20
JURY DUTY

Section 1. Every employee who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty the difference between any jury duty compensation received from the Court or any other source and the regular wages for each day of jury duty service the employee would have worked but for the jury duty service.

ARTICLE 21
INSURANCES

Section 1. Except as otherwise expressly set forth in the Agreement, the Employer shall continue to provide each employee during the term of the Agreement the accidental death and dismemberment insurance, life insurance, short-term disability insurance, health insurance, eye care, and dental insurance under the same terms and conditions as those benefits were being provided as of July 27, 2009, except as otherwise provided herein.

Section 2. The Employer shall have the right to change carriers for any insurance provided that the benefit provided is comparable.

Section 3. Health Insurance

1. The health insurance for all unit employees shall be the Municipal Benefits Service (MBS) PPO Blue \$1,600Q Plan. Employees pay \$1,700.00 for multi-person deductible and \$850.00 for single deductible Coverage. The township will pay \$1,500 for deductible for multi-person and \$750 for single person. There will be no employee contributions in addition to the deductible. The Township will make all deposits into Existing HSA for deductible and employees may contribute into HSA if they wish.
2. An employee who opts not to receive the health insurance provided by this Article and is not covered under the insurance provided by the Township through any other Township employee, shall not be required to make any premium contribution. The employee may opt out during any open enrollment period or at any other time approved by the Township. An Employee who opts out of coverage under the health insurance provided by the Township shall receive compensation for opting out at the rate of 50% of premium and employer deductible. The employee may opt back into the health insurance provided by the Township during any open enrollment period and/or upon experiencing a qualified event. Once the

employee returns to coverage the employee will be responsible for the same premium contributions as other unit employees.

3. If the Employer receives notice or information indicating that is health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the Employer will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design, plan and/or plan carrier in order to avoid the imposition of the tax.

Section 4. Short Term Disability Insurance

1. The Township shall provide Short Term Disability (STD) insurance for a period of 26 weeks. At the discretion of the Township, payments to eligible employees will be made through the Township payroll account or directly by the insurance provider.
2. All appropriate adjustments will be made to taxes.
3. The employee must exhaust their sick leave prior to commencement of STD, STD will be paid 60% of current hourly wage at time of illness or non-work injury.

ARTICLE 22
PENSIONS

Section 1. Employees shall continue to be covered by the North Fayette Township Service Employees' Pension Plan as amended and restated effective January 1, 2008, and from time to time thereafter for all covered unit and non-unit employees of the Township.

In the event the Township elects to contribute to a 457 Plan on behalf of the 1058, the rate of said contribution shall be set at that time. The employees are eligible to contribute to the 457 on their own if they choose.

ARTICLE 23
CONTRACTING OUT

Section 1. Non-unit managerial and supervisory employees, independent contractors, other agencies, agents of the Township, and community volunteers will not be assigned to perform bargaining unit work as defined by law so as to cause the layoff or downgrading (For example, reduction from full time to part time or to a lower paid job) of any bargaining unit employee, to prevent the return to work of an available qualified bargaining unit employee who does not have broken service, or to deny an employee overtime. This Agreement

will not be construed to prevent managerial, supervisory, or other non-bargaining unit employees from performing bargaining unit work for the purpose of instruction, illustration, lending an occasional hand, experimentation, development, in emergency situations, or, where necessary to carry out the functions and programs of the Employer or maintain the Employers standards of service.

Notwithstanding the foregoing, the Township shall not during the term of this agreement contract out refuse collection and related work to the extent that it has not been contracted out in the past and is currently being performed by the sanitation employees. The Township shall have the right to use volunteers, have non-bargaining personnel perform work which is also performed by members of the bargaining unit, have work which is also performed by the members of the bargaining unit performed by non-profits or other public agencies and to contract out work of the type and to the extent that this has occurred in the past, whether or not the work is bargaining unit work as that term is defined by the Pennsylvania Labor Relations Board. Nothing in this Agreement shall limit the Township from employing summer help for the type of work that summer and itinerant employees have been employed in the past.

ARTICLE 24

SAVINGS CLAUSE

Section 1. Should any provision of the Agreement of any application thereof be unlawful by virtue of and Federal law or state law, such provision of the Agreement shall be invalid, but in all other respects, the provisions of the Agreement shall continue in full force and effect for.

ARTICLE 25

SCOPE OF AGREEMENT

Section 1. This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement, or agreement not set for herein. The Agreement spells out the total agreement in its entirety between the parties, including wages, salaries, pensions and all fringe benefits, and there shall be no other additions or changes during the term of the contract.

ARTICLE 26
TERM OF AGREEMENT

Section 1. This Agreement shall be effective upon ratification by both parties through December 31, 2028, and thereafter for successive periods of one (1) year unless notice is given either by the Union or the Township to the other in writing not less than one hundred eighty (180) days prior to the expiration of the Agreement such party's desire to modify or amend this Agreement.

AND NOW this 5th day of December 2023, the undersigned do hereby accept the provisions of the foregoing contract and agree to be bound by the terms thereof.

FOR
TOWNSHIP OF NORTH FAYETTE

FOR
CONSTRUCTION, GENERAL
LABORERS AND MATERIAL
HANDLERS' LOCAL UNION NO. 1058:

James Morosetti
Chair, Board of Supervisors

Business Manager

ATTEST:

Local Representative

James Mangan
Township Manager

Pennsylvania Laborer's District Council

Patrick Felton
Director, Public Works

President Business Manager

Secretary-Treasurer

Witness