

Bethlehem Township Board of Commissioners

AND

American Federation of State, County &
Municipal Employees

AFL-CIO

District Council 88

Bethlehem Township Public Works and PPIS
Employees

January 1, 2022, through December 31,
2026

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PREAMBLE

This Agreement entered into by the Bethlehem Township Board of Commissioners, hereinafter referred to as the "Employer" or the "Township", and the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council 88, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for Employees in the unit defined by: (1) an Order of Certification of the Pennsylvania Labor Relations Board in Case No. PERA-R-3417-C, dated July 11, 1973; and (2) a Nisi Order of Certification of the Pennsylvania Labor Relations Board in Case No. PERA-R-89-496-E (PERA-R-3417-C), dated January 3, 1990. The term Employee when used in this Agreement refers only to those persons in the aforementioned unit.

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. The prerogatives or authority which the employer has not officially abridged, delegated or modified by the Agreement are retained by the Employer, such as, but not limited to:

1. Direct Employees;
2. Hire, promote, transfer, assign, retain Employees in position and to suspend, demote, discharge of, take disciplinary action against Employees;
3. Relieve Employee from duties for just cause;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications and personnel by which such operations are to be conducted, on a meet and discuss basis, as provided in Act 195;
6. Take whatever actions may be necessary to carry out the missions;
7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

ARTICLE 1 RECOGNITION

The Union is recognized as the exclusive representative for collective bargaining purposes under Act 195 of 1970 for all Employees in the unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-3417-C and in Case No. PERA-R-89-496-E (PERA-R-3417-C). The establishment of new positions will be governed by the provisions of "Appendix D", attached hereto and incorporated herein.

ARTICLE 2 UNION SECURITY

Each Employee who on the effective date of this Agreement is a member of the Union and each Employee who becomes a member after that date shall maintain his membership in the Union, provided that such Employee may resign from the Union during a period of fifteen days prior to the expiration of the Agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

ARTICLE 3 DUES AND DEDUCTIONS

Section 1.

The Employer agrees to deduct the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this Agreement. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Business Manager, AFSCME, Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599.

Section 2.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 HOURS OF WORK - OVERTIME

Section 1.

The work day shall be established as follows: each work day shall consist of eight (8) hours of which eight (8) hours are compensable. Included in the eight (8) hour day are two (2) ten (10) minute rest periods with pay, plus fifteen (15) minutes for lunch with pay, plus a ten (10) minute wash-up period at the end of each work day.

Section 2.

One and one-half (1 1/2) times the Employee's regular hourly rate of pay shall be paid for work performed under any of the following conditions:

- A. For any work performed in excess of forty (40) hours in any work week.
- B. For any work performed in excess of eight (8) hours in any work day.
- C. The parties agree that time and one-half ($1 \frac{1}{2}$) shall be paid if an Employee works on a holiday and that the Employee will then be entitled to a day off at a later date.
- D. The parties agree that if an Employee works on a vacation day, he is to be paid time and one-half ($1 \frac{1}{2}$) plus entitled to a day off at a later time.
- E. The parties agree that when an Employee is called to work for emergency snow or ice removal, he is to be paid commencing when he is telephoned to report to work, provided his time card is time recorded a half ($\frac{1}{2}$) hour from the time of the phone call; otherwise, the Employee is to be paid as per the time recorded on the time card. The person making the telephone call to the Employee will keep a time record of the call on the Employee's card and will initial same.
- F. It is agreed that for any work in excess of the regular eight (8) hour shift or forty (40) hours per week, an Employee shall be paid at one and one-half ($1 \frac{1}{2}$) times the Employees' regular hourly rate of pay. This time and one-half ($1 \frac{1}{2}$) payment may be made either in cash or in compensatory time at the time and one-half ($1 \frac{1}{2}$) rate. For a given pay period, the Employee must choose either the cash payment or the compensatory time payment. It will not be permitted to split some hours in overtime pay and some hours in compensatory time. Any compensatory time unused as of December 31 of any year shall be paid in cash in the first pay period in January. The maximum amount of time that may be accumulated at any time by the Employee in any year shall be 120 hours.

Each Employee shall be permitted to take compensatory time only after approval of the Public Work's Supervisor in order that the time is not taken when personnel are needed to perform Public Works' tasks such as emergency snow plowing and street construction (PPIS Department Employees must have the approval of the PPIS Department Supervisor in order to take compensatory time). In the event the Employee is called in to work on a holiday, the Employee shall be paid double time and one-half ($2 \frac{1}{2}$) for all time worked after the finish or before the start of what his regular shift would have been. The Employee will, again, be given the option to take the pay for the holiday in either compensatory time or in cash for the actual hours that are worked.

Section 3.

In the event that an Employee works on a scheduled vacation day, he can elect to be paid two and one-half ($2 \frac{1}{2}$) times his regular pay with no time off at a later day, or accept the payment of money and the time off as set forth in the preceding section.

During Christmas week, when more than two (2) Employees are scheduled off on vacation, if the Employees are called in to work the two (2) senior Employees will receive two and one half (2 1/2) times their pay and the rest of the Employees scheduled out for vacation and called into work will receive straight time plus time and one-half (1 1/2) off at a later date.

Section 4.

The Employer agrees to try to equalize all overtime work performed among the Employees in the bargaining unit by seniority.

Section 5.

Payment for overtime is to be made on the first pay period following the pay period in which overtime is worked.

Section 6.

The work week is to begin on Monday and terminate on Friday.

Section 7.

The work day for the road crew is to begin at 7:00 a.m. and terminate at 3:00 p.m. unless otherwise agreed to by both parties.

Section 8.

The work day for the PPIS Department is to begin at 8:00 a.m. and terminate at 4:00 p.m. unless otherwise agreed to by both parties.

Section 9.

There shall be no pyramiding of overtime payments in the application of any of the provisions of this Agreement.

ARTICLE 5 INJURY OR SICK LEAVE

Section 1.

The annual sick leave allowance for each Employee shall be ten (10) working days per calendar year.

Section 2.

- A. Employees shall have the option to cash out seventy five percent (75%) of unused sick days. For employees hired on or before January 1, 2015 the remaining days shall be placed into the accumulative sick leave bank. In the event of the death of an Employee, such Employee's spouse shall be paid one hundred percent (100%) of the Employee's accumulative sick leave up to maximum of sixty (60) days. At the time of retirement or leaving the employment with the Township, the Employee shall also be entitled to one hundred percent (100%) of his/her accumulative sick leave up to a maximum of sixty (60) days. For employees hired after January 1, 2015 there is no accumulative sick leave bank benefit.

Section 3.

Each Employee shall receive sick leave from his first day of sickness.

Section 4.

Effective January 1, 1990 through December 30, 1992, the employer will provide extended health, sickness and income protection for a period of up to fifty-two (52) weeks of coverage per calendar year with said protection being in the amount of the Employee's bi-weekly pay. The extended sick leave entitlement under this Article 5, Section 4 shall commence on the date of disability for a period of up to twelve (12) months. If such disability extends beyond ten (10) working days, the Township may apply ten (10) days from the Employee's sick leave entitlement to the first ten (10) days of extended sick leave. After an Employee has used extended sick leave for a period equal to or greater than the maximum number of weeks for which the Employee is entitled to full pay, the Employee must work for a period equal to the period that the Employee was off on the extended sick leave before again being entitled to extended sick leave under this Article 5, Section 4. In the event that an Employee has received extended sick leave benefits under this section, he or she shall not be entitled to cash in or accumulated any unused sick leave allowance for that calendar year.

In the event that an Employee qualifies for sick leave and worker's compensation payments, such Employee shall receive as sick leave pay only the difference between such worker's compensation payments and his/her regular pay.

Section 4(a)

Effective December 31, 1992, extended sick leave entitlement as set forth in Article 5, Section 4 above shall be modified as follows:

Employees with 10 or more years of service	52 weeks at full pay
Employees with at least 5 but less than 10 years of service	39 weeks at full pay plus 13 weeks at half pay

Employees with less than 5 years of service	26 weeks at full pay plus 26 weeks at half pay
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The remaining provisions of Article 5, Section 4 shall continue unchanged.

Section 4(b)

If an Employee has any illness that requires the use of extended sick leave, but lacks the required 10 available sick days, the Employee will be required to use their vacation time, personal time, anticipated sick leave from the following year, or a combination thereof, in order to qualify for extended sick leave.

Section 4(c)

Employees on extended sick leave will be required to submit to the Township's Administration bi-weekly reports from physicians or medical professionals setting forth diagnosis, prognosis, and expected date of return to work.

Section 4(d)

Effective January 1, 2018, the extended sick leave benefit for employees hired before January 1, 2018, will remain as described in Section 4(a), and the benefit for employees hired on or after January 1, 2018, will be as follows:

Years of service	Benefit
10 years	39 weeks at full pay
5-10 years	26 weeks at full pay; 7 weeks at half pay
Less than 5 years	13 weeks at full pay; 7 weeks at half pay

Section 5.

A Doctor's certification shall be received for an absence from work due to sickness. The Doctor's certificate required for an absence from work after three (3) or more consecutive days is to be at the Employee's expense. Employer has the option to require Employee to have a doctor's examination at the employer's expense for any and all absences before allowing said Employee to return to work.

Section 6.

An Employee shall begin to earn sick leave after completing his probationary period at the rate of 0.83 days per month, but will begin his fourth month of employment with 2.49 days accumulated sick leave if he completes the probationary period. It is the intention of the parties that no sick leave is to be granted during the

probationary period.

Section 7.

An Employee has a forty-eight (48) month recall period from the date of the injury or sick leave benefits expiration date.

Section 8.

It is understood that the provisions of this Article 5 shall apply to Employees in the PPIS Department retroactive to January 1, 1990.

ARTICLE 6 VACATION, ACCUMULATED TIME & PERSONAL HOLIDAYS

Section 1.

Employees shall earn vacation leave according to the following schedule:

0 – 36 months	10 days
36 – 72 months	15 days
72 – 84 months	16 days
84 – 96 months	17 days
96 – 108 months	18 days
108 – 120 months	19 days
120 + months	20 days
Plus one (1) additional day for each twelve (12) months of service over and above an accumulation of one hundred and eighty (180) months total service, to be capped at a maximum of twenty-five (25) days.	

Section 1 (a)

Regarding employees who have accumulated more than 25 days of vacation per year as of December 31, 2014: vacation days for these employees will be capped at 25 days as of January 1, 2015. Such employee will receive three payments (dated January 1, 2018, January 1 2019, and January 1, 2020) each equal to 90% of his/her pay for "lost" vacation days (i.e. the difference between 25 days and his/her vacation days as of 2014).

All such payments will be based on such employee's rate of pay as of that current year. Such payments will be subject to all applicable taxes, but will be exempt from consideration for all pension purposes. Effective January 1, 2018, employees shall be eligible for this benefit ("vacation buyback") only until reaching normal retirement age of 62; employees shall not be eligible for this benefit upon reaching normal retirement age of 62. Effective January 1, 2018, employees who have reached normal retirement age of 62 before January 1, 2018, will receive a payment dated January 1, 2018, equal to 90% of his/her pay for "lost" vacation days, and then will no longer be eligible for the "vacation buyback" benefit.

The "vacation buyback" benefit continues in the contract covering the years 2022-2026, with all provisions, qualifications, and limits of Section 1(a) also continuing.

An Employee shall be entitled to full vacation pay if the Employee has worked at least 1500 hours in the preceding calendar year. Any Employee who worked less than

1500 hours in the preceding calendar year shall receive a vacation allowance computed by dividing the total number of hours worked during the preceding calendar year by 1500 hours and multiplied by the Employee's vacation entitlement under Section 1 of this Article 6.

Section 2.

Vacations shall be selected in order of the Employees seniority with each Employee selecting no more than two (2) weeks vacation until each Employee has had an opportunity to select vacation. The procedure is then for the most senior Employee who is entitled to more than two (2) weeks vacation, to again make a selection of his vacation time in excess of those of first two (2) weeks. Annual vacation will be programmed by the employer in accordance with the needs of the Employer. In no event shall an Employee take vacation without prior approval of the Employer.

Section 3.

No vacation shall be permitted to accumulate beyond the end of the calendar year of entitlement without the advance approval of the employer. In the event that an Employee is caused to miss vacation time because of the request of the Employer, the Employee will be given an opportunity to take said vacation time during the ensuing calendar year.

The amount of vacation to which an Employee will be entitled shall be computed as of January 1 of the calendar year.

Section 4.

If a holiday occurs during an Employee's vacation period, such Employee shall get an additional day off with pay at a time mutually agreeable between the employer and Employee.

Section 5.

All vacations must be chosen no later than April 1st of each calendar year and given final approval by the Township Manager no later than April 15th of each calendar year. This will allow the Township Manager to permit two (2) Employees to be on vacation at the same time and also give the Township Manager sufficient headway to plan his Road and PPIS program. Employees have the option of taking vacation prior to April 1st of the current calendar year with the prior approval of the Township Manager.

Section 6.

Compensatory, accumulated time, and personal holiday can be taken at any time during the year; however, no more than five (5) Public Works Employees and no more than two (2) PPIS Department Employees can be off at the same time, unless authorized by the Township Manager.

Section 7.

Compensatory time may be taken with a written one (1) day notice to the supervisor and a personal day may be taken anytime.

ARTICLE 7 CALLTIME

Section 1.

Employees called into work outside of their regular work shift shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) at his appropriate hourly rate. In the event that said work takes less than two (2) hours, the Employee will still receive said two (2) hours pay but can be released when the job is completed.

Section 2.

In the Public Works department, the minimum number of employees called out will be two (2), based on a list of volunteers created on a weekly basis. Those employees with the least amount of overtime worked previously will be identified as the first and second to be called out.

ARTICLE 8 STAND-BY AND CALL-OUT DUTY PAY

Section 1.

Parties agree that there is no need for stand-by time provisions at the time of this negotiation; but in the event that stand-by time is requested during the life of this contract, the parties agree that this Article may be re-opened and negotiated at the request of the Union.

Section 2.

PPIS Department Employees will receive the choice of eight (8) hours straight at their regular rate or the rate for Sewer Worker (entry level) or eight hours of compensatory time, for each week that the Employee carries a call-out cell phone at the Employee's option. For the purposes of this Article, a week shall run from 8:00 a.m. on Monday to 7:59 a.m. the following Monday.

Section 3.

Two public works employees will carry a call-out cell phone on a weekly basis. Call-out duty will be voluntary only in the public works department. Public works employees will receive the choice of eight (8) hours straight at their regular rate or eight hours of compensatory time, for each week that the employee carries a cell phone for call-out duty at the employee's option. For the purposes of this section, a week shall run from 7 a.m. Monday to 6:59 a.m. the following Monday.

ARTICLE 9 LIFE INSURANCE

The Employer shall provide for each Employee group life insurance with accidental death and disbursement benefits with double indemnity in the face amount of \$50,000.00. Employees who retired prior to January 1, 1990 shall have the option of:

- (1) A life insurance policy with the face amount of \$25,000.00 at the premium set by the insurance company to be paid by the retiree of, or
- (2) A reduced face amount at a lesser premium to be paid by the retiree.

Employees who retire after January 1, 1990 shall have the option of:

- (1) A life insurance policy with face amount of \$50,000.00 at the premium set by the insurance company to be paid by the retiree or
- (2) A reduced face amount at a lesser premium to be paid by the retiree.

ARTICLE 10 UNEMPLOYMENT COMPENSATION

The Employer agrees to contribute unemployment compensation to cover all members of the bargaining unit and the foremen. The Employer agrees to make every reasonable effort to continue said unemployment compensation through the Commonwealth of Pennsylvania. The parties hereto both recognize and understand that the continuing of unemployment compensation by the Employer is subject to final approval of the Commonwealth of Pennsylvania.

ARTICLE 11 HOLIDAYS

Section 1.

The following days shall be recognized as paid holidays:

- | | | |
|---------------------|---------------------------|------------------------|
| 1. New Year's Day | 6. Thanksgiving Day | 11. 1/2 New Year's Eve |
| 2. Good Friday | 7. Day after Thanksgiving | 12. Personal |
| 3. Memorial Day | 8. 1/2 Christmas Eve | 13. Personal |
| 4. Independence Day | 9. Christmas Day | 14. Personal |
| 5. Labor Day | 10. Day after Christmas | 15. Personal |

Employees at their option may choose, prior to April 15th of the year, to utilize one (1) of their Personal Holidays on their Birthday.

Section 2.

Friday shall be recognized as the holiday for all holidays that occur on Saturday. Monday shall be recognized as the holiday for all holidays that occur on Sunday.

Section 3.

If an Employee works on any of the holidays set forth in Section 1 of this Article, he shall be compensated at two and one-half (2 1/2) times his regular rate of pay for all hours worked on said holiday.

Section 4.

In order for an Employee to be paid for a holiday that is not worked, he must work the first working day immediately prior to the holiday and the first working day immediately after the holiday, otherwise, he forfeits his right to pay for that holiday. In the event that an Employee is on approved sick leave and/or vacation for the day before or after a holiday, he is considered to have worked that day. It is the intent of this paragraph to pay an Employee for a holiday if he is in a compensable status on the first working day before and the first working day after a holiday, except for personal holidays.

ARTICLE 12 HOSPITAL AND MEDICAL INSURANCE

Section 1.

Current plan information can be found in Appendix E. Please note that vision and prescription benefits are provided by the AFSCME Health and Welfare fund as per Article 30.

Section 2.

Effective January 1, 2011, Employees shall pay twenty-five dollars (\$25.00) at a single rate per month, and Employees shall pay fifty-dollars (\$50.00) per month toward dependent coverage under the Township's Hospital and Medical Insurance Plan.

Effective January 1, 2017, Employees shall pay fifty dollars (\$50) for single coverage per month and one hundred dollars (\$100) per month for dependent coverage.

Effective January 1, 2020, Employees shall pay seventy-five dollars (\$75) for single coverage per month and one hundred fifty dollars (\$150) per month for dependent coverage.

Effective January 1, 2022, employees shall pay eighty dollars (\$80) for single coverage per month and one hundred sixty dollars (\$160) per month for dependent coverage.

Effective January 1, 2023, employees shall pay eighty-five dollars (\$85) for single coverage per month and one hundred seventy dollars (\$170) per month for dependent coverage.

Effective January 1, 2024, employees shall pay ninety-five dollars (\$95) for single coverage per month and one hundred ninety dollars (\$190) per month for dependent coverage.

Effective January 1, 2025, employees shall pay one hundred ten dollars (\$110) for single coverage per month and two hundred twenty dollars (\$220) per month for dependent coverage.

Effective January 1, 2026, employees shall pay one hundred twenty-five dollars (\$125) for single coverage per month and two hundred fifty dollars (\$250) per

month for dependent coverage.

Section 3.

Effective January 1, 1997, the Township shall offer the Capitol Blue Cross PPO or a similar managed care plan to Employees as an alternative to the traditional Blue Cross medical insurance coverage. Effective January 1, 2018, the Township will not offer the traditional Blue Cross medical insurance plan because it is no longer available.

Section 4.

Effective July 1, 2015, the Township shall allow an Employee, who can demonstrate he/she has alternative credible coverage, the option to waive participation in the health insurance benefit. This election option must be made in writing. In lieu of medical and dental insurance coverage, the Employee shall receive a payment equal to thirty-five percent (35%) of the Employee's health insurance premium (family or individual; whichever the Employee qualifies for at the time of waiving participation). Such payments shall be made on a monthly basis (i.e., a monthly payment will be

equivalent to 35% of the Employee's monthly health insurance premium costs) through Township payroll in the form of a separate check. Such payments will be subject to all applicable taxes, but will be exempt from consideration for all pension purposes.

Section 5.

Beginning in 2018, should the value of health insurance benefits provided to bargaining unit members exceed the threshold set under the Affordable Care Act such that it would become subject to the "Cadillac Tax," or any similar tax or penalty, the Employer retains the right to reopen the agreement for the sole purpose of negotiating changes with the Union to the health insurance plan as to fall below the taxation thresholds. In the event the parties are unable to reach agreement on such changes, either party upon written request, may submit their issue to Arbitration outlined in Article 14 of the CBA. The arbitration award shall result in a plan that is not subject to taxation.

Notwithstanding the above, employees shall have the option to enroll in the existing health plan with said employees paying any tax for exceeding the threshold set under the Affordable Care Act, or similar tax or penalty.

ARTICLE 13 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1.

The Employer shall not demote, suspend, discharge or take any disciplinary action against an Employee without just cause. The Union shall be notified by the employer of any demotion, suspension, or discharge.

Section 2.

The Employer shall not discipline Employees in such a manner so as to embarrass the Employee before the public or his fellow Employees.

Section 3.

An Employee may appeal a demotion, suspension or discharge beginning at the grievance step where the Assistant Manager hears grievances.

ARTICLE 14 GRIEVANCE & ARBITRATION PROCEDURE

Section 1.

All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Article and there shall be no strikes, slowdowns, or cessation of work by the Employees or lockouts by the Employer during the term of this Agreement. Such disputes shall be processed in accordance with the provisions of this Article 14, and not a public meeting of the Board of Commissioners.

Section 2.

The parties to the Agreement confirm that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement is desirable. Accordingly, grievances shall be resolved under the following three (3) step process:

Step 1: The Employee initiating the grievance shall sign and present the grievance in writing stating the facts upon which the grievance is based and the Article alluded to have been violated to the Assistant Township Manager or

designee within fifteen (15) working days after the facts occurred which arise to the grievance. The Assistant Township Manager shall reply in writing to the grievance within fifteen (15) working days after its presentation.

Step 2: The Employee initiating the grievance shall sign and present the grievance in writing stating the facts upon which the grievance is based and the Article alluded to have been violated to the Township Manager within fifteen (15) working days after the facts occurred which arise to the grievance. The Township Manager shall reply in writing to the grievance within fifteen (15) working days after its presentation.

Step 3: If Step 2 above fails to resolve the grievance, the person or persons submitting the grievance shall, within fifteen (15) working days, notify the Employer in writing that he/they desire to submit the matter to binding arbitration.

Section 3.

Arbitration Procedure - The parties shall first attempt to mutually agree upon an impartial arbitrator. If the parties are unable to so mutually agree within fifteen (15) working days after the request for arbitration is received, the matter shall be resolved as follows:

Each party shall select one (1) Arbitrator within fifteen (15) working days. The two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) working days after their appointment. In the event that the two (2) Arbitrators are unable to select a third Arbitrator, the matter shall be referred to the Bureau of Mediation of the Commonwealth of Pennsylvania for appointment of a third Arbitrator, or to the American Arbitration Association for the appointment of a third Arbitrator.

- A. The cost of arbitration, including the expense of the Arbitrator, the hearing room, and the transcript of testimony if the parties mutually agree upon having the testimony transcribed, shall be shared equally by all parties.
- B. All arbitration decisions shall be final and binding, but shall in no way modify, amend, or add to the terms of this Agreement.

ARTICLE 15 REST PERIODS AND MEAL PERIODS

Section 1.

All Employees' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) work shift. The rest period shall be scheduled whenever possible at the middle of such one-half (1/2) shift.

Section 2.

All Employees shall be granted a lunch period during the third to fifth hours of their work day for a period of fifteen (15) minutes with pay.

ARTICLE 16 LEAVES OF ABSENCE

Section 1.

Employees shall be granted a leave of absence without pay for a good cause upon written request addressed to the Township Manager and approved by the Employer.

Section 2.

Employees shall be granted a leave of absence for Jury Duty or for being subpoenaed to appear in court for an unlimited number of work days in any calendar year provided that in order to be eligible he:

- A. Notifies his immediate supervisor no later than his first scheduled work shift after receipt of notice of his selection of jury duty, or being subpoenaed for court;
- B. Furnishes to the Employer a written statement from the appropriate public official showing the dates and times served and the amount of pay received; and
- C. Works full time for the employer when not in court or performing some duty in connection with such jury service.

An Employee eligible for a Jury Duty Leave of Absence shall be paid the difference between the fee he receives for such service and the amount of his straight time hourly earnings (exclusive of overtime and any other premiums) lost by him by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week and further subject to a limitation of no (0) days in any calendar year.

Section 3.

Employee shall be entitled to the bereavement in accordance with the following policy:

- A. For the purpose of attending the funeral, and Employee, upon the death of member of his immediate family, limited to mother, father, father-in-law, mother-in-law, step-child, sister, brother, spouse, child or grandchild, the Employee shall receive time off with pay from the day of death until the day after funeral inclusive, with total time off not to exceed five (5) regular working days to be taken consecutively. It is the intention of both parties that Employee is to have the first working day after the funeral as a day off, to be included in the five (5) day period.
- B. For the purpose of attending the funeral an Employee, upon the death of grandparent, sister-in-law or brother-in-law, niece, nephew, aunt, uncle, first cousin, spouse's aunt or spouse's uncle shall receive time off with pay up to two (2) regular working days, to be taken consecutively.
- C. For the purpose of Section 3 B of this article, holiday, weekend, sick day(s), or previously scheduled day(s) off for personal time shall be considered as regular working days.

ARTICLE 17 PENSIONS

Section 1.

For Employees hired on or before January 1, 2015, the Township agrees to maintain the Bethlehem Township AFSCME Employees Pension Plan as originally adopted and effective January 1, 1995 per Ordinance 2-96 and as amended and restated effective January 1, 2008 per Ordinance 01-09.

Section 2.

Effective January 1, 2015, eligible new hires will participate in the Bethlehem Township Employees Defined Contribution Plan, as established per Ordinance 05-13.

Section 3.

Effective January 1, 2015, employees hired on or after January 1, 2015 are excluded from participation under the Bethlehem Township AFSCME Employees Pension Plan per Ordinance 02-15 amending the Bethlehem Township AFSCME Employees Pension Plan.

Section 4.

Effective January 1, 2015, payments made due to the capping of paid vacation are excluded from compensation for Plan purposes, under the Bethlehem Township

AFSCME Employees Pension Plan per Ordinance 02-15 amending the Bethlehem Township AFSCME Employees Pension Plan.

Effective July 1, 2015, payments made due to medical opt-out payments are excluded from compensation for Plan purposes, under the Bethlehem Township AFSCME Employees Pension Plan per Ordinance 02-15 amending the Bethlehem Township AFSCME Employees Pension Plan.

Effective July 1, 2015, payments made due to medical opt-out payments are excluded from compensation for Plan purposes, under the Bethlehem Township Employees Defined Contribution Plan per Ordinance 05-15 amending the Bethlehem Township Employees Defined Contribution Plan.

ARTICLE 18 CLASSIFICATION

Section 1.

The following classifications are hereby established for those bargaining unit Employees in the Public Works Department. The appropriate rate of pay for the classifications listed below is contained in the "Wage Rates Schedule" attached hereto as Appendix "A". The parties agree that in the event of a conflict between this Article 18 and Appendices "A" and "B", the appendices shall control.

1. The parties agree that there are to be two (2) truck driver positions. This shall be the minimum number.
 - a. There shall be at least one (1) Crew Leader position.
2. The parties agree that there is to be one (1) position for a heavy equipment operator. The heavy equipment operator operates heavy equipment of the Township.
3. The parties agree that there is to be one (1) position for a light equipment operator. Light equipment includes all light equipment of the Township.
4. The maintenance mechanic will maintain and operate all equipment.

5. When an Employee moves from one classification to another, he will be paid in accordance with Article 21, Section 6.
6. Inspection Mechanic.
7. Summer Employees can be hired for a period of up to twelve (12) weeks.
8. During the term of this Agreement, when an Employee is temporarily assigned to the crew leader position and functions as a crew leader, that Employee will receive a premium of \$.35 per hour for partial days and \$1.11 per hour for full days in addition to his regular pay, while acting as crew leader.
9. During the term of this Agreement, when the crew leader is assigned to an acting Foreman position by either the direct orders of the Chief of Public Works or the Township Manager, he shall be entitled to an additional \$.50 per hour while acting in a foreman capacity. The parties agree that there is to be at least one (1) position for a crew leader.
10. Classifications and wages rates of the PPIS Department and new Employees shall be governed by Appendices "A" and "B".

ARTICLE 19 UNIFORM ALLOWANCE AND PROTECTIVE EQUIPMENT

Section 1.

The Employer shall provide protective clothing and protective devices when needed, such as boots, rain gear, gloves, hard-hats, respirators, goggles and SCBA.

Section 2.

Effective January 1, 1997, the Township will provide pants, shirts and two (2) jackets, one winter-weight and one light-weight, to Employees. The Township will also provide safety shoes at cost in a style approved by a majority of the Safety Committee at a total cost of not to exceed \$200.00 per calendar year. Replacement of safety shoes shall be on as needed basis. Effective January 1, 1996, the Township will no longer reimburse Employees for purchases of work clothing.

ARTICLE 20 SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court

shall apply only to the specific article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section or portion thereof.

ARTICLE 21 SENIORITY

Section 1.

"Seniority" means an Employee's length of continuous service with the employer since his last date of hire.

Section 2.

New Employee shall be added to the seniority list one hundred and eighty (180) days after their date of hire. Benefits will start 90 calendar days after their date of hire.

Section 3.

Each year, the employer shall post on all bulletin boards a seniority list showing the continuous service of each Employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

Section 4.

An Employee's continuous record shall be broken under any one of the following conditions:

1. An Employee quits.
2. An Employee is absent three (3) consecutive work days or more without notice will be considered to have quit, except for just cause.
3. After having been laid off, an Employee's failure to report to work within ten (10) working days after having been notified by telegram or mail at his last known address as reflected in the employer's records.
4. Upon discharge for just cause.
5. After lay-off for more than sixty (60) months.
6. Imprisonment of any type for sixty (60) days or more.

Section 5.

A new Employee and one who is re-employed after a break in his continued Service shall be considered in a probationary period for one hundred and eighty (180) calendar days from the beginning of the date of his reemployment. All probationary Employees may be laid off or discharged at the sole discretion of the employer and a grievance shall not be presented in connection with the discharge or layoff of probationary Employees. If such Employee is retained beyond the 180 day period, he shall immediately thereafter be classified as a regular Employee and his seniority shall commence on the latest date of his employment.

Section 6.

The term "promotion" as used in this provision means the advancement of an Employee to a higher paying position.

Whenever a job opening occurs in an existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for fifteen (15) working days and shall include the date that the position shall be filled. During this period, Employees who wish to apply for the open position or job may do so. The application shall be in writing and it shall be submitted to the Employee's immediate supervisor.

The employer shall fill the opening by promoting from among the applicants the Employee who is best qualified as determined by the judgment of Employer. In the event that all of the qualifications for two or more Employees are equal, seniority shall be the determining factor. For the purposes of bidding on jobs in PPIS and Public Works, shop seniority will apply.

Before the Township hires a new Employee, it will offer current Employees a two hundred forty (240) hour trial period to determine his or her ability to do the job in a satisfactory manner.

When operations permit, the Employer will afford an Employee an opportunity to work in a higher classification. An Employee can work in a higher paid classification in order to become qualified at that position in the event of a future job opening. In order for an Employee to learn the skills of a higher classification in the event of a job opening in that classification, or the creation of an additional position in that classification, the Employee agrees to receive the amount specified at the Step for Completion of 1 year (80%) as set forth in the attached Wage Rates Schedule (Appendix "A") of the pay scale for the temporary position for a period of two hundred forty (240) hours. Any time spent in a higher classification over and above two hundred forty (240) hours will be paid as set forth on the Step for completion of 2 years (90%) as set forth in the attached Wage Rates Schedule (Appendix "A") for the temporary position. In the event that an Employee is promoted to a higher classification prior to completing two hundred forty (240) hours of work in that classification, he would be paid as provided for in the attached Wage Rates Schedule (Appendix "A").

ARTICLE 22 INJURY ON DUTY

An Employee who sustains a work-related injury, as a result of which he is disabled, shall be paid the difference between the monies to which he may be entitled under Worker's Compensation, Social Security or other applicable disability benefits and his net salary for a period of fifty two (52) weeks or for the duration of his disability, whichever is lesser.

In addition to the above, the Employee shall receive insurance benefits as set forth in Article 5 for an additional twenty-six (26) weeks. In addition to the above, Article 5, Section 7 is incorporated herein.

ARTICLE 23 SHIFT DIFFERENTIAL

Section 1.

There is no reason for any shift differential. If this does occur, the Agreement will be reopened on this Article for negotiations.

Section 2.

The Union proposal was as follows:

3:00 p.m. to 11:00 p.m. - \$0.25

11:00 p.m. to 7:00 a.m. - \$0.50

ARTICLE 24 HAZARDOUS WORK

An Employee who reasonably believes that he is being required to work under conditions which involve an immediate danger to his safety, beyond the hazards inherent in the particular operation in question, may request an immediate meeting with his supervisor. The supervisor shall investigate to determine whether or not such conditions exist. During the period of investigation, the Employee may be assigned to other work by his supervisor until a decision can be rendered by either the supervisor or the Township Manager.

If the Employee and the Union disagree with the decision the Union may file a grievance at Step 3 and the grievance shall receive the highest priority.

ARTICLE 25 PAY PERIOD

Effective July 1, 2015, employees shall be paid bi-weekly, every other Friday. In the event this day is a holiday, the preceding day shall be the payday. The Township and Employees will try to establish a weekly pay period provided economics justify weekly pay periods.

ARTICLE 26 GENERAL PROVISIONS

Section 1. Nondiscrimination

Both the Employer and the Union agree not to discriminate against any Employee on the basis of race, creed, color, sex, marital status, age, national origin, Union membership or political affiliation. Any reference to a male noun or pronoun in this Agreement shall be construed to mean a female noun or pronoun where applicable.

Section 2. Union Bulletin Board

The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings and any other material related to Union business.

Section 3. Subcontracting

Employees recognize that Employer is required to contract out or subcontract public works projects and to rent equipment. Employees recognize that Employer in no way abrogates its right to continue this practice.

Section 4. Union Representatives

Full time Union Representatives shall be granted access to the facilities of the Employer during working hours to investigate and discuss grievances.

Section 5. Health & Safety

The Employer agrees to assure the health and safety of all Employees in accordance with local, state and federal laws.

Section 6. Safety Committee

A committee composed of representatives of the Union and the Employer is to be established to resolve problems dealing with the implementation of this Agreement and to discuss safety procedures. Meetings will be held at least quarterly. The parties agree that a meeting can be called by either party on a quarterly basis after submission of an

agenda by that party to the other. Emergency meetings can be called by either party. The Safety Committee shall include at least one (1) Union Representative from both the PPIS Department and the Public Works Department, to be chosen by the current Union officials.

Section 7. Transfer Out of Unit

When an Employee accepts a position with the Township outside the bargaining unit, he/she will continue to accumulate seniority while in the employ of the Township. If he/she subsequently returns to the bargaining unit, his/her seniority for all purposes shall be based upon his/her accumulated seniority at the time of such return to the bargaining unit. Such Employee may return to the job rate for the job classification held at the time of leaving the bargaining unit, but shall have no bumping rights upon His/her return to the bargaining unit.

Section 8.

The parties reserve the right to submit any and all other proposals deemed appropriate during the course of these negotiations.

Section 9.

Both parties agree to meet and discuss the implementation of a "Bethlehem Township Employee Manual of Rules and Regulations" upon request.

ARTICLE 27 TYPES OF EQUIPMENT

Section 1.

Labor: Any work consisting of Township Road Work Equipment

Trucks: All Township trucks including Dump Trucks, Little Tractor Mower, Skid Loader

Light Equipment (Public Works): Rollers less than 10 tons, tractor with bat-wing mower, 3 deck mower

Heavy Equipment (Public Works): Wheel loader, backhoe, tractor with radial arm mower, street sweeper, 10 ton roller

PPIS: Vactor (high pressure jet unit) operated by System Operator 1, CCTV truck (pipeline inspection) operated by System Operator 2, bucket truck (high reach) operated by System Operator 2

Section 2.

The minimum road crew will consist of the following:

One (1) Mechanic/All Equipment Operator whose minimum duties (1) will be to operate all equipment and whose pay shall be:

- (1) Heavy Equipment Operator
- (1) Light Equipment operator
- (2) Truck Drivers
- (1) Laborer
- (1) Crew Leader

Section 3.

The following are the job classifications in the PPIS Department:

Service Technician (1 and 2)
System Operator (1, 2, and 3)

*All job classification changes listed above are only name changes; not changes in job descriptions/duties.

ARTICLE 28 WAGES

Section 1.

Effective January 1, 2018, all wages shall be shown on the "Wage Rates Schedule" (Appendix "A").

The wage increase will be as follows for the five years of the contract:

January 1, 2022	2% increase
January 1, 2023	2% increase
January 1, 2024	2.5% increase
January 1, 2025	3% increase
January 1, 2026	3% increase

All wages are retroactive to January 1st.

Section 2.

In order to recruit and retain the best employees, the union and the township agree to collectively waive the first and/or second steps of the wage rates (70 percent and 80

percent) for certain highly qualified candidates. Such a waiver would require both parties' agreement. The township shall share with the union all candidates' qualifications and shall recommend such a waiver only for candidates with certain professional certifications, licenses, training, and work experience.

ARTICLE 29 LONGEVITY

Section 1.

Employees hired on or before January 1, 2015 shall receive \$50.00 per year for years of service prior to 2003. Employees must have at least five (5) years of service with the Employer to be eligible. Effective 2003, each Employee shall receive an additional \$75.00 per year for service years 2003 and beyond.

Employees hired after January 1, 2015 will see a 25% reduction in longevity payments.

Section 2.

Employees shall receive the payment twice a year: June 1 and December 1. The maximum will be \$2,000.00 per year.

Section 3.

In all future cases of resignation, discharge, or layoff, longevity payments will be prorated from January 1 to the date of resignation, discharge or layoff.

Section 4.

For all future cases of an Employee being unable to work because of disability, if the Employee has fifteen (15) or more years of service, he/she will receive full payment of the longevity, provided that the Employee has received compensation at least some time during that calendar year. If the Employee has less than fifteen (15) years of service, longevity pay will be prorated from January 1 to the Employee's last date of compensation.

Section 5.

An Employee who ceases work due to disability shall retain his/her seniority rights for a period of four (4) years from the last date of compensation. In any calendar year in which the Employee performs no work for the Township, he/she shall accrue no sick leave, pension or longevity entitlements.

ARTICLE 30 HEALTH AND WELFARE

Section 1.

Effective January 1, 2003, and each January first thereafter, the Township shall contribute to the AFSCME Health & Welfare Fund the amount stated by the Fund as required to provide its prescription drug and vision care programs to each Employee covered by this Agreement.

Employee

The Township's contribution rate per Employee per calendar month shall be as follows:

Prescription:

First Year Renewal = \$242.75 per member per month
 Second Year Renewal = \$262.25 per member per month
 Third Year Renewal = \$283.25 per member per month
 Fourth Year Renewal = \$305.75 per member per month
 Fifth Year Renewal = \$330.25 per member per month

The **vision** contribution rate remains at \$4.50 per employee per month.

Section 2.

All payments to the AFSCME Health and Welfare Fund shall be by check or other order for money payable to the AFSCME Health and Welfare Fund. Concurrent with the payment by the Township, the Township shall submit such reports as the Trustee of the Fund deem necessary for the purpose of properly administering the Fund and the payment of benefits there under. Payments by the Township required hereunder shall be due and payable within thirty (30) days following the end of the month for which such payment is required.

The Township agrees to execute and be bound by the declaration of trust of the AFSCME Health and Welfare Fund and by all rules and regulations of the Trustees promulgated thereunder.

ARTICLE 31 TUITION REIMBURSEMENT

Bethlehem Township is a municipal entity that recognizes the importance of its primary resource, which consists of the personnel who contribute to its success on a daily basis. The Bethlehem Township Tuition Reimbursement Program is designed to encourage the continuing growth and education of our workforce by contributing towards the cost of a qualifying course.

Employee Eligibility

In order to be considered for participation in this program, a Bethlehem Township Employee must meet the following conditions:

1. Employed on a full-time basis (40 hours per week) and not on any kind of leave of absence;
2. Must be in good standing (without any prior disciplinary actions)
3. Must have been employed by Bethlehem Township for a period of three years prior to the commencement of the course; and
4. Must be selected for participation in the tuition reimbursement program in the sole discretion of the Township Manager.

Applying

If the above eligibility requirements are met, the Employee should submit a copy of the Tuition Reimbursement Request Form (see Appendix F) and an official course description from the institution of learning where the course will be taken to the Township Manager. Employees must submit these documents no later than two weeks prior to the course start date. The Township Manager will then conduct a final review and approve or deny the Tuition Reimbursement Request in writing. Bethlehem Township maintains the right to deny any Tuition Reimbursement Request that, in its sole discretion, does not meet the requirements of the program.

Requirements

The course must be a course provided by an accredited college or school in a field relevant to the Employee's career track at Bethlehem Township, i.e. degrees or certifications that will enhance the Employee's ability to fulfill the requirements of his or her current position or to better prepare him or her to assume new responsibilities at Bethlehem Township. The approval of the course is in the sole discretion of Bethlehem Township. Any time commitments for a course must be entirely outside of the Employee's normal work hours.

Reimbursement

After the completion of a qualifying course, Bethlehem Township will reimburse 100% of the tuition costs associated with the course, up to \$1,000 of reimbursement per course, with a maximum of \$2,000 per calendar year for any individual Employee. In order to receive reimbursement, the Employee must provide Bethlehem Township with a copy of the Employee's transcript evidencing a minimum GPA of 3.0 in the course, proof of payment for the course and proof of payment for any books what were purchased for the course.

Expenses eligible for reimbursement are tuition, registration fees, laboratory fees and required book costs. Expenses that are not eligible include, but are not limited to: entrance exams, preparatory courses, study guides or other study materials that are not required reading material for the curriculum.

Payback Agreement


As a condition of participation in this program, the Employee agrees to reimburse Bethlehem Township for payments under the program in the event that the Employee's employment with Bethlehem Township is voluntarily or involuntarily terminated. Specifically, Employee must sign a legally binding agreement in which the Employee agrees to pay Bethlehem Township the amount of reimbursement that he or she receives under the program during a three year period preceding the Employee's employment termination date. This payback agreement will not be enforced in situations where the Employee's position is eliminated.

Tax Status


The taxability of tuition reimbursements is subject to the provisions of the Internal Revenue Code. It is the Employee's responsibility as an individual taxpayer to review the current tax codes as they relate to his or her particular situation.

ARTICLE 32 TERMS OF AGREEMENT


The terms of this Agreement shall be five (5) years, effective January 1, 2022 through December 31, 2026.


Secretary/Manager
Bethlehem Township


12/17/21
Date


John Bartholomew
President
AFSCME Local 1435


12/10/2021
Date


President, Board of
Commissioners
Bethlehem Township


12/6/21
Date


Negotiating Team
AFSCME Local 1435

12/10/2021
Date


Negotiating Team
AFSCME Local 1435

12/14/2021
Date


James Irwin Benzeleski
Staff Representative
AFSCME District Council 88

12/14/2021
Date

APPENDIX A WAGE RATE SCHEDULE

APPENDIX A
WAGE RATE SCHEDULE

Effective January 1, 2022

Increase Percentage

2.00%

<u>Classification</u>	<u>2021 Rates</u>	<u>2022 Job Rate</u>	<u>Entry Level (70%)</u>	<u>Completion of 1 year (80%)</u>	<u>Completion of 2 years (90%)</u>	<u>Completion of 3 years (100%)</u>
Leader	30.62	31.23	21.86	24.99	28.11	31.23
Electrician A	29.95	30.55	21.38	24.44	27.49	30.55
Inspection Mechanic	29.95	30.55	21.38	24.44	27.49	30.55
Mechanic	29.49	30.08	21.06	24.07	27.07	30.08
Heavy Equipment Operator	29.33	29.92	20.94	23.93	26.93	29.92
Light Equipment Operator	28.71	29.29	20.50	23.43	26.36	29.29
Sewer Worker	28.53	29.10	20.37	23.28	26.19	29.10
Truck Driver	28.49	29.06	20.34	23.25	26.15	29.06
Electrician B	27.63	28.18	19.73	22.55	25.37	28.18
Laborer	19.41	19.79	19.79	19.79	19.79	19.79

Laborer Rate is constant

Effective January 1, 2023

Increase Percentage

2.00%

<u>Classification</u>	<u>2022 Rates</u>	<u>2023 Job Rate</u>	<u>Entry Level (70%)</u>	<u>Completion of 1 year (80%)</u>	<u>Completion of 2 years (90%)</u>	<u>Completion of 3 years (100%)</u>
Leader	31.23	31.86	22.30	25.48	28.67	31.86
Electrician A	30.55	31.16	21.81	24.93	28.04	31.16
Inspection Mechanic	30.55	31.16	21.81	24.93	28.04	31.16
Mechanic	30.08	30.68	21.48	24.55	27.62	30.68
Heavy Equipment Operator	29.92	30.52	21.36	24.41	27.46	30.52
Light Equipment Operator	29.29	29.87	20.91	23.90	26.89	29.87
Sewer Worker	29.10	29.68	20.78	23.75	26.71	29.68
Truck Driver	29.06	29.64	20.75	23.71	26.67	29.64
Electrician B	28.18	28.75	20.12	23.00	25.87	28.75
Laborer	19.79	20.19	20.19	20.19	20.19	20.19

Laborer Rate is constant

Effective January 1, 2024

Increase Percentage

2.50%

<u>Classification</u>	<u>2023 Rates</u>	<u>2024 Job Rate</u>	<u>Entry Level (70%)</u>	<u>Completion of 1 year (80%)</u>	<u>Completion of 2 years (90%)</u>	<u>Completion of 3 years (100%)</u>
Leader	31.86	32.65	22.86	26.12	29.39	32.65
Electrician A	31.16	31.94	22.36	25.55	28.74	31.94
Inspection Mechanic	31.16	31.94	22.36	25.55	28.74	31.94
Mechanic	30.68	31.45	22.02	25.16	28.31	31.45
Heavy Equipment Operator	30.52	31.28	21.90	25.02	28.15	31.28
Light Equipment Operator	29.87	30.62	21.43	24.50	27.56	30.62
Sewer Worker	29.68	30.42	21.30	24.34	27.38	30.42
Truck Driver	29.64	30.38	21.27	24.30	27.34	30.38
Electrician B	28.75	29.47	20.63	23.57	26.52	29.47
Laborer	20.19	20.69	20.69	20.69	20.69	20.69

Laborer Rate is constant

Effective January 1, 2025

Increase Percentage

3.00%

<u>Classification</u>	<u>2024 Rates</u>	<u>2025 Job Rate</u>	<u>Entry Level (70%)</u>	<u>Completion of 1 year (80%)</u>	<u>Completion of 2 years (90%)</u>	<u>Completion of 3 years (100%)</u>
Leader	32.65	33.63	23.54	26.91	30.27	33.63
Electrician A	31.94	32.89	23.03	26.32	29.61	32.89
Inspection Mechanic	31.94	32.89	23.03	26.32	29.61	32.89
Mechanic	31.45	32.40	22.68	25.92	29.16	32.40
Heavy Equipment Operator	31.28	32.22	22.55	25.77	29.00	32.22
Light Equipment Operator	30.62	31.54	22.08	25.23	28.39	31.54
Sewer Worker	30.42	31.34	21.94	25.07	28.20	31.34
Truck Driver	30.38	31.29	21.90	25.03	28.16	31.29
Electrician B	29.47	30.35	21.25	24.28	27.32	30.35
Laborer	20.69	21.32	21.32	21.32	21.32	21.32

Laborer Rate is constant

Effective January 1, 2026

Increase Percentage

3.00%

<u>Classification</u>	<u>2025 Rates</u>	<u>2026 Job Rate</u>	<u>Entry Level (70%)</u>	<u>Completion of 1 year (80%)</u>	<u>Completion of 2 years (90%)</u>	<u>Completion of 3 years (100%)</u>
Leader	33.63	34.64	24.25	27.71	31.18	34.64
Electrician A	32.89	33.88	23.72	27.11	30.49	33.88
Inspection Mechanic	32.89	33.88	23.72	27.11	30.49	33.88
Mechanic	32.40	33.37	23.36	26.69	30.03	33.37
Heavy Equipment Operator	32.22	33.18	23.23	26.55	29.87	33.18
Light Equipment Operator	31.54	32.49	22.74	25.99	29.24	32.49
Sewer Worker	31.34	32.28	22.59	25.82	29.05	32.28
Truck Driver	31.29	32.23	22.56	25.78	29.01	32.23
Electrician B	30.35	31.26	21.88	25.01	28.14	31.26
Laborer	21.32	21.96	21.96	21.96	21.96	21.96

Laborer Rate is constant

APPENDIX B – Promotion/Temporary Out of Class Salary Steps

1.
 - A. Employees who are promoted to a job classification having salary steps shall be placed at the step on the salary scale for that classification having a wage rate which is closest to but not less than the Employee's current wage rate. Such Employee will remain at such step until he has completed the times specified in the above schedule for such step before moving to the next step.
 - B. If any Employee who bids for and is awarded a job having a higher wage rate and through the operation of his Wage Rates Schedule would receive a lesser wage rate than if he/she had remained in his original job classification, then such Employee may receive the wage rate he/she would have received in his/her original job classification until such time as the wage rate for which the Employee is eligible in his/her new job classification exceeds the wage he/she would have received has the Employee remained in his/her original job classification.
2. If an Employee is temporarily assigned to a job classification having a higher Job Rate than the Employee's current classification, or is assigned to perform substantially all of the functions of such higher classification due to the vacation or absence of the Employee in such higher classification or to the emergency circumstances, the Employee so assigned will be placed on the salary step for the higher classification which is closest to but not less than the Employee's current wage rate for purposes of determining the Employee's hourly wage rate for hours worked in the higher classification.

APPENDIX C – Winter Operations for Part-Time Employees/Supervisors

MEMO OF UNDERSTANDING BETWEEN BETHLEHEM TOWNSHIP BOARD OF COMMISSIONERS AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL 88

Whereas, the existing contract between the Township and the Union indicates that non-supervisory Employees would not actively participate in the operation of machinery; and

Whereas, there are occasions when there should be two individuals to a truck for snow plowing and cinderling in certain area of the Township; and

Whereas, in the past it has been the practice of the Township to hire additional part-time People in the event there were not enough Township Employees to provide the second person for snowplowing and cinderling; and

Whereas, it is the desire of the Township to utilize supervisory Employees for the second individual in a snowplow/cinder truck; and

Whereas, it is the desire of the Township to eliminate the added expense of hiring additional part-time people, but to in no way infringe upon the right of existing workers to their regularly entitled overtime;

Now therefore, the existing contract between the Township and the Union should be modified to the extent that it would allow supervisory people to be considered the second man in a snowplow, but would in no way cause the Union to relinquish any right to the normal existing call out procedure.

APPENDIX D – New Positions and Classifications

AFSCME, District Council 88, by and through its Agents has proposed that the language of the "Recognition Clause" of the current Collective Bargaining Agreement and the Agreement now being negotiated with the January 1, 1990 starting date be amended to include the following language:

This language proposal is intended to bring the parties together to discuss proposed additions of classification and job duties for new Employees or current Employees moving to those new job titles prior to seeking a decision by the PA Labor Relations Board or an Arbitrator as to the inclusion or exclusion of said job title or duties from the Bargaining Unit currently certified to District Council 88 of AFSCME, AFL-CIO.

Addendum:

In the event that the Employer establishes a new job classification that the Union believes should be included in that unit currently certified to it on PERA-R-3417-C as amended, the parties shall meet upon request of either party to discuss either the inclusion or exclusion of said job classification from the unit.

If the parties are unable to agree as to the inclusion of exclusion of the newly created position in the existing unit, then either party may file a Unit Clarification petition with the Pennsylvania Labor Relations Board or the Union may file a grievance pursuant to the Collective Bargaining Agreement and proceed to arbitration on the sole issue of inclusion or exclusion in the existing unit or based upon his job duties of the Employee in question.

In either event, a petition before the Pennsylvania Labor Relations Board or a grievance pursuant to the Collective Bargaining Agreement, the parties shall be limited to only the use of one forum to adjudicate the inclusion or exclusion of a specific job title from the existing unit.

Medical/Rx Plan Change Estimation

Pennsylvania Municipal Health Insurance Cooperative

BENECON
Reynolds & Reynolds & Consultants

Current 2014 Total Max Cos
\$1,865,866

Billed Rates

[illegible]

Please note that the listed prescription rates do not apply.

See Article 30 - Health and Welfare

- (1) the system might generate a forecast above an estimation only, and must be approved by the researcher before they may be implemented;
- (2) the required effect may be derived, without the estimation stage, in the overall model aggregate form, which are a blend of aggregate rates for all plants produced, in a close fit to the estimates;
- (3) the total estimation change in the aggregate, however, when making both a model and presentation view, change can be calculated by taking the sum of the changes in the estimation and the model; it may be indicated in the plant change is an alternative, it can be given a production flowchart (Figure 2);
- (4) no experiment in the estimation may be indicated in the plant change is an alternative, it can be given a production flowchart (Figure 2);
- (5) the 2014 fiscal year data is contingent upon the accuracy of the treatment source.

Writing Address: P. O. Box 5-306 Lancaster PA 17606-5006 • Phone: 717 723-4000 • MS: 400-404
Physical Address: 167 W Airport Road Ltr: PA 17645 • Fax: 717-655-9158

Date Prepared: 9/26/2014

APPENDIX F – Tuition Reimbursement Forms

BETHLEHEM TOWNSHIP TUITION REIMBURSEMENT REQUEST FORM

I _____, would like to participate in the Bethlehem Township Tuition Reimbursement Program. I have provided a formal description of the course and understand and agree to the terms outlined in the Bethlehem Township Reimbursement Program document.

Employee Signature

Date

[Insert title of Approval Signature]

Date

BETHLEHEM TOWNSHIP TUITION REPAYMENT AGREEMENT

This **AGREEMENT** is made as of the ____ day of _____, 20____, between Bethlehem Township and _____, an individual with an address of _____ (hereinafter referred to as "Employee").

BACKGROUND

WHEREAS, Bethlehem Township is a body politic and first class township under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Employee is currently employed by Bethlehem Township and desires to participate in the Tuition Reimbursement Program established by Bethlehem Township (the "Program"); and

WHEREAS, as a condition to participation in the Program, Employee is required to repay Bethlehem Township all monies received under the Program for the three (3) years prior to Employee's termination of employment with Bethlehem Township.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

1. All "**WHEREAS**" clauses are incorporated herein as though the same were set forth here at length.
2. Employee hereby agrees to all the terms of the Program.
3. Employee hereby acknowledges and agrees that his or her continued employment with Bethlehem Township is a material inducement to Bethlehem Township's payments under the Program.
4. Employee further acknowledges and agrees that Employee shall be obligated to repay all monies that he or she receives under the Program for the period of three (3) years prior to Employee's termination of employment with Bethlehem Township.
5. The parties acknowledge and agree that the repayment set forth herein shall not be enforced in situations where the Employee's position is eliminated by Bethlehem Township.
6. The parties acknowledge and agree that nothing contained herein shall create an employment contract between the parties nor be construed as to alter the "at will" employment status of Employee. This means that Employee's employment may be terminated at anytime, for any reason, with or without cause, by Employee or Bethlehem Township.

7. Miscellaneous.

- a. Binding On Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.
- b. Choice of Law. This Agreement shall be governed and construed pursuant to Pennsylvania law without regard to conflicts of law principles. Jurisdiction of any dispute hereunder shall lie in the Northampton County Court of Common Pleas.
- c. Severability. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining provisions hereof, which shall remain in full force and effect.
- d. Amendment. This Agreement may be amended or modified only by a writing signed by the Parties hereto.
- e. Construction. This Agreement shall be construed and interpreted without regard to incidents of authorship or negotiation.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto as to the matters contained herein and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing.

IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized officers or agents on the date specified above.

WITNESS:

BETHLEHEM TOWNSHIP

By: _____

Name: _____

Title: _____

WITNESS:

By: _____

Name: _____

Title: _____