

AGREEMENT
Between
Teamster Local 773
And
Bethlehem Township



DURATION: JANUARY 1, 2022
THROUGH: DECEMBER 31, 2026

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AGREEMENT

THIS AGREEMENT made as of the 1st day of January 2022, by and between BETHLEHEM TOWNSHIP located in Northampton County, Pennsylvania (hereinafter referred to as the "Township" or "Employer") and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 773 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Township recognizes the Union as the sole collective bargaining representative of the employees covered by this Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - Recognition - The Collective Bargaining Unit

Section 1.

The Township recognizes the Union as the sole and exclusive representative of the employees in the following bargaining unit:

All full-time and regular part-time white collar nonprofessional employees including but not limited to fiscal clerks, fiscal technicians, secretaries, typists, clerks, clerk/dispatchers, fire inspectors,; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Pennsylvania Public Employee Relations Act, 43 P.S.S 1101.101 et seq.

Effective January 1, 2022, the positions of "housing inspector and property maintenance code enforcement officers and building inspectors" are removed from the bargaining unit.

Section 2.

Whenever the words "employee" or "employees" are used in this Agreement, they shall mean and be limited to the employees in the bargaining unit covered by this Agreement as defined in Article 1, Section 1, hereof. The term "he" or "he/she" shall be deemed and construed to mean "he or she" and the term "his" or "his/her" shall be deemed to mean "his or her."

Section 3.

Excluded from the aforesaid bargaining unit are (1) temporary employees, i.e., those who are hired for a period of up to fifty-two (52) consecutive weeks and who are so informed at the time of hire; (2) those who are employed in connection with work-study programs; and (3) those who are retained on a temporary basis through outside agencies. It is not the intention of the Township to hire such employees to erode the bargaining unit.

Section 4.

There shall be no discrimination, interference, restraint or coercion by the Township, or any of its agents against any membership in or activities on behalf of the Union.

The Township and the Union agree that there shall be no discrimination in matters of employment, training, advancement, transfer, layoffs, or discharge because of race, creed, color, age, national origin, or sex. It is also agreed that all parties shall have equal rights and equal opportunities under the Agreement.

ARTICLE 2 - Management Rights

Section 1.

It is understood and agreed that the Township shall have the right to manage and operate its business in such manner as it sees fit except to the extent restricted or prohibited by the express and specific terms of this Agreement. The powers enumerated in Sections 2 and 4 of this Article are illustrative only and are not meant to limit the effectiveness of this general statement of Management Rights,

Section 2.

The management of the Township and the direction of the working force are vested exclusively with the Township. Except where expressly abridged by a specific provision of this Agreement, the Township retains the sole right to hire, discipline or discharge for cause, lay off, promote, and assign its employees; to determine the number of employees needed to staff its operations; to determine or change the starting and quitting time and-number of hours to be worked; to determine the number of shifts; to promulgate personnel policies, rules and regulations; to assign duties to the work force; to establish new job classifications and job descriptions; to eliminate, abolish, change and/or combine job classifications and job descriptions or organize, discontinue, enlarge, relocate or reduce a department and/or function; to assign or transfer employees to other departments as operations may require; to introduce new or improved facilities; to subcontract work to other contractors or to transfer work among various departments and agencies of the Township and to carry out ordinary and customary functions of management whether or not possessed or exercised by the Township prior to this Agreement. Any subcontracting will not be undertaken for the purpose of eroding the bargaining unit.

Section 3.

The Township may introduce a change in Township method or methods of operation which will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions in any program to be hereafter undertaken by the Township which is not undertaken for the purpose of eroding the bargaining unit.

Section 4.

The Township shall have the right to determine at its discretion all functions and policies of the Township, standards of service, the overall budget, utilization of technology, and the organizational structure, selection and direction of personnel.

Section 5.

The Union, on behalf of the employees, recognizes that the primary obligations of the Township are to serve the residents of Bethlehem Township efficiently and cost-effectively. Consequently, the Union agrees to cooperate with the Township to attain and maintain full efficiency in order to fulfill these obligations.

Section 6.

Except as may be provided by other Sections of this Agreement, nothing herein contained is to be construed to mean that an employee or groups of employees have inherent rights to a particular task or work.

Section 7.

Labor-Management meetings shall be held between the Union and the Township upon request of either party at such time and dates as are mutually agreeable but no more than once a month.

ARTICLE 3 - Wages

Section 1.

Appendix A attached hereto is a list of the wage rates for employees in the bargaining unit upon the effective date of this Agreement. New employees will be hired at rates not to exceed current rates based upon experience, skill and ability.

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 (80 percent and 85 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.

All bargaining unit employees active as of the date of ratification of this contract will receive a one-time ratification bonus payment of \$2,000.

Section 2.

Job descriptions will be on file in the office of the Township. The job descriptions set forth the general duties considered necessary to evaluate the job in the factors of skill, effort, responsibility and job conditions and shall not be construed as a detailed description or statement of all the work requirements, duties and responsibilities of the job.

Section 3.

Upon the introduction of any new or changed job, the Township shall classify the job into an established grade level which shall place it in a fair relationship to other jobs in the bargaining unit. The Township's classification shall be final and shall be subject to the grievance and arbitration machinery set forth in Article 9 and 10 of this Agreement.

Section 4.

Transfers of employees from one job classification to another may be made from time to time for the convenience of the Township. Transfers of less than two (2) consecutive hours shall be disregarded in determining wages due to the transferred employee. An employee who is transferred for the convenience of the Township, and with supervisor's prior approval, for more than two (2) consecutive hours shall receive the rate of the job to which he is transferred or the rate of the job on which he was working prior to the transfer whichever is higher reverting back to the first (1st) hour of work.

Section 5.

For employees hired before January 1, 2015: Beginning on the fifth (5) year service anniversary date, full-time employees shall receive annual longevity pay in the amount of seventy-five \$75.00 for each year of service, to an annual maximum of Two Thousand Dollars (\$2000.00).

Effective July 1, 2002, the annual longevity pay shall be calculated in the following manner: \$60.00 for each eligible year of service prior to July 1, 2002, and \$75.00 for each eligible year of service after July 1, 2002, to an annual maximum of Two Thousand Dollars (2,000.00).

For employees hired on or after January 1, 2015: Beginning on the fifth year of service anniversary date, full-time employees shall receive longevity pay in the amount of fifty-six dollars and twenty-five cents (\$56.25) for each year of service, to an annual maximum of Two Thousand Dollars (\$2,000.00).

Effective January 1, 2022, the longevity pay annual maximum is increased to Two Thousand Five Hundred Dollars (\$2,500), with no recapture for prior years' longevity pay.

Only active employees are eligible for longevity pay, to be received on service anniversary date. An employee who resigns or is discharged is not eligible to receive pro-rated (or any other form of) longevity pay at the time of termination of employment or any other time.

ARTICLE 4 - Hours and Overtime

Section 1.

This Article is intended to define the normal hours of work and the basis upon which employees will be entitled to overtime pay, and nothing contained herein shall in any way be construed as a guarantee of, or a limitation on, the number of hours of work per day or per week. It is understood and agreed that, subject to the provisions of Section 2 of this Article 4, the right to determine work schedules and hours of work is vested exclusively in the Township.

Section 2.

The normal workday for each full-time employee shall consist of eight (8) consecutive

hours of work, not including any unpaid meal period. The normal work week shall consist of five (5) consecutive normal workdays, Monday through Friday, inclusive. However, the Township may schedule workweeks of any five consecutive days in a seven-day period for operational reasons. The Township agrees to maintain the current starting times for all employees but reserves the right to change such starting times when operating conditions warrant such change.

Section 3.

The Township shall have the right to assign overtime and to require employees to work a reasonable amount of overtime. On the other hand, overtime hours worked without prior assignment or authorization by the employee's supervisor shall not be considered as "actual hours worked" under the overtime pay provisions set forth in Section 4.

In the event an employee is scheduled (except as a continuation of the regular workday) or called out to work outside of his/her regular hours of work, the employee shall be paid at the rate of one and one-half (1½) times his/her regular straight time hourly rate for a minimum of two (2) hours or the actual hours worked, whichever is greater.

Section 4.

An employee shall be paid at the rate of one and one-half (1½) times his regular straight time hourly rate for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week unless the Township and the Union agree to an alternate work week. By agreement between the employee and the Township, compensatory time off in accordance with the FLSA will be granted in lieu of overtime pay.

All regular compensable time including vacation, personal, annual sick days, jury duty, funeral leave, and holidays shall be used in the calculation of overtime.

Section 5.

There shall be no duplication or pyramiding of overtime or premium rates of pay so that when the particular work falls within two or more overtime or other premium classifications, either under this Agreement or as a matter of law, only the highest applicable single overtime or other premium rate shall be paid.

Section 6. Part-Time Employees

Full-time employees are those employees scheduled to work forty (40) hours or more per week. Part-time employees are employees scheduled to work less than forty (40) hours per week. Part-time employees shall be entitled only to pay for hours worked, and shall not be entitled to any of the fringe benefits described herein, such as but not limited to vacation, personal days, sick and other leaves, medical and no other insurance coverage, pension contributions, etc., except that part-time employees shall receive one and one-half (1½) times their regular hourly rate for all hours worked on one of the contract holidays specified in Article 12, Section 1.

Section 7. Public Works Clerk

Effective January 1, 2018, the public works Clerk 2 works 7 a.m. to 3 p.m., Monday through Friday, in the Public Works Building. The employee holding the position as of December 31,

2017, will remain in the position and the position will not be bid until the current employee leaves the position.

ARTICLE 5 - Probationary Employees

Section 1.

Newly hired employees shall be considered probationary employees for a period of one hundred eighty (180) calendar days from the date of their most recent hire. The Township shall have the unrestricted right to transfer, demote, discipline and/or terminate a probationary employee for any reason and such action shall not be subject to the grievance or arbitration procedure. The probationary period may be extended upon mutual agreement between the Township and the Union.

Section 2.

Probationary employees shall be eligible for all benefits as of the first day of hire.

ARTICLE 6 - Seniority

Section 1. Definitions of Seniority

(a) "Seniority" is defined as the length of time an employee has been continuously employed in a full-time capacity with the Township.

Section 2. Seniority Accrual

(a) An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her hire.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to twenty-four (24) months, or a medical leave up to twenty-four (24) months, provided that the employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff not to exceed the lesser of twenty-four (24) months or the length of an employee's continuous employment, if the employee is recalled into employment.

(c) Should any temporary or part-time employee become a full-time employee, then his/her seniority shall commence, as of the date the employee becomes a full-time employee.

Section 3. Loss of Seniority

An employee's seniority shall be lost when he/she:

(a) Quits or resigns;

(b) Is discharged for just cause;

(c) Is laid off for a period of twenty-four (24) consecutive months or for a period exceeding the length of the employee's continuous service, whichever is less;

(d) Fails to report to work following recall from layoff or following a decision of the Township or an arbitrator reinstating an employee who has been discharged, within ten (10) working days after the date that the Township has sent notice, by telegram or by certified mail, return receipt requested, to the last address furnished to the Township by the employee, to him/her to return. The Township shall also send a copy of the notification to the Union;

(e) Fails to return to work following the end of a leave of absence or vacation unless excused by the Township;

(f) Is employed by another employer during a leave of absence without the prior approval of the Township, except for military duty;

(g) Fails to return to work following a disciplinary suspension;

(h) Is absent for seventy-two (72) consecutive hours without notifying the Township unless the employee is subsequently excused by the Township; (special consideration will be made for extenuating circumstances which may include but not limited to natural disasters, acts of war or other similar situations over which the employee has no control.)

(i) Is continuously absent for longer than one (1) year for any reason unless such one year period is mutually extended by the Township and Union.

Section 4. Application

(a) Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement including the scheduling of vacations.

(b) The method of the application of seniority shall be in accordance with the terms of this Article 6.

(c) Employees previously working for the Township shall retain their previously earned seniority for a period of two (2) years if they return to employment with the Township. This seniority will only apply to vacation and benefits and does not apply to bumping rights.

Section 5. Layoffs

(a) In the event of a layoff within a job classification, probationary and temporary employees within that job classification shall be laid off first without regard to their individual periods of employment. Other employees shall be the next to be laid off on the basis of the inverse order of their seniority and availability except where the skill and ability of an employee is greater than those of an employee with greater seniority in which case the senior employee may be laid off.

For the purposes of Section 5 only, prior to the Township making a determination that the skill and ability of a less senior employee is greater than that of a more senior employee with respect to a particular position, the more senior employee shall have been given the opportunity to perform the duties of that position for a period of thirty (30) days.

(b) Notification of pending layoff shall be given in writing to both the Union and the employees involved as early as practicable prior to the date of the layoff.

Section 6. Recall

(a) Whenever a vacancy occurs in a job classification, employees who are on layoff shall be recalled in the reverse order in which they were laid off if they possess the ability to perform the duties of the job.

(b) Probationary employees who have been terminated have no recall privileges.

Section 7. Bumping

An employee scheduled to be laid off may bump an employee in another equal or lower rated job classification provided he/she has more seniority than the employee to be bumped and the ability to immediately perform the duties of the position as well as the employee to be bumped.

Section 8. Promotions

(a) Where a promotional vacancy to a position in the bargaining unit occurs, if two or more employees are under consideration for such vacancy, the Township shall promote the employee with the greatest seniority where the skill and ability of the employees are relatively equal.

(b) Nothing in this Article shall preclude the Township from filling any vacancies in a bargaining unit position with an individual not in the bargaining unit if that individual is more qualified for the position than employees currently in the bargaining unit.

(c) An employee who is promoted or laterally transferred to a permanent position shall serve a trial period on the new job for a period of 30 calendar days. If he/she is removed from the new job during the trial period, he/she shall be returned to his/her former job without loss of seniority or other benefits. The employee will retain the right to voluntarily return to their original position if they desire to do so during the trial period. The Township's decision shall be subject to the grievance provisions of the Agreement but shall be sustained unless arbitrary or unreasonable.

(d) For the purposes of bidding upon a vacancy in a full-time position, length of service as a part-time employee and ability to do the work shall be determinative.

Section 9. Seniority Lists

There shall be a seniority list issued every six (6) months. A copy shall be sent to the Union and a copy shall be permanently posted on bulletin boards. Seniority shall be computed as of the date of hire. During the first ten (10) calendar days after an employee's name is posted for the first time, that employee or any other employee or the Union may request a correction in the newly-posted employee's seniority dates. Corrections shall be made only by

mutual agreement between the Union and the Township. After this ten (10) day period, seniority dates of the newly listed employee shall become permanent for all purposes under this Agreement and shall not be subject to change due to subsequent objections.

Section 10. Transfer Out of Unit

When a member of the bargaining unit accepts a position with the Township outside the bargaining unit, he/she will continue to accumulate seniority for a period of up to one (1) year after he/she leaves the bargaining unit. 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.

Section 11. Posting

The Township shall post vacancies in new or existing jobs within the bargaining unit at appropriate work locations for a period of seven (7) days prior to filling such vacancies. The notice shall include the required qualifications for the job. The successful applicant for the position will be notified within two (2) weeks after the close of the seven (7) day posting period.

Article 7 - No Strike or Lockout

Section 1.

No employee shall engage in any strike, including but not limited to a sympathy strike, sit-down, sit-in, sick-out, slow-down, cessation or stoppage or interruption of work, boycott, or any other interference with the operations of the Township.

Section 2.

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, condone, participate in or sanction any strike including, but not limited to, a sympathy strike, sit-down, sit-in, sick-out, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Township, or ratify, condone or lend support to any such conduct or action.

Section 3.

In the event of any strike including, but not limited to, a sympathy strike, sit-down, sit-in, sick-out, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Township within the meaning of this Article 7, the Union shall immediately and publicly disavow the strike as illegal and shall use all means within its power to end such strike at the earliest possible time and will not recognize or honor any picket line established as a result of such strike.

Section 4.

The Township shall have the right to discharge or otherwise discipline any and all employees, who incite, induce or participate in a violation of any of the provisions of this Article. Such discharge or discipline shall be for just cause. Only the question of whether or not

the employee did incite, induce or participate in a violation of any of the provisions of this Article shall be subject to the grievance and arbitration provisions of this Agreement.

Section 5.

The Township agrees that it will not lock out employees during the period of this Agreement.

ARTICLE 8 - Discipline and Discharge

Section 1.

The Township shall have the right to discharge, suspend, or discipline any employee for just cause.

Section 2.

The Township will notify the Union in writing within twenty-four (24) hours, exclusive of weekends and holidays, following the date of discharge or suspension of any employee. Any days off from work due to a suspension shall be as designated by the Township.

Section 3.

The Union may elect to contest the discharge of any employee, but must give written notice thereof to the Township Manager within five (5) days after receipt of the notice of discharge. In such event, the issue shall thereafter be submitted and determined under the grievance procedure hereafter set forth. The filing of a written grievance shall constitute the required notice under this Section.

Section 4.

An employee who is required to attend a disciplinary meeting shall be entitled to have a Union representative present at such meeting. The Township is not required to delay the disciplinary interview more than one work day because of the unavailability of the Union representative. Where the Township anticipates the discipline will be either a suspension or discharge, the employee will be given advance notice of the disciplinary interview. For the purposes of this Section 4, a Union representative shall include a Union Steward or Alternate Steward.

ARTICLE 9 - Grievance Procedure

Section 1.

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of the provisions of this Agreement. Grievance procedures may be invoked only by authorized Union Representatives.

In the event of a grievance, it shall be handled in the following manner:

(1)The employee shall report it to his/her shop steward in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within forty- eight (48) hours.

(2)Failing to agree, the shop steward shall promptly report the matter to the Union, which shall attempt to adjust the same with the Township Manager within ten (10) working days,

Section 2.

(1)Employees will be afforded the opportunity to be present at all meetings concerning his/her grievance.

(2) Notwithstanding any provision to the contrary herein, the time limits specified in this Article 9 may be extended by the written agreement of the parties.

ARTICLE 10 - Arbitration

Section 1.

If any grievance cannot be settled between the Township and the Union, then the unsettled grievance may be submitted to arbitration by the Union (but not by an individual employee) only if the Union gives written notice to the Township within ten (10) calendar days after the date of the Township's response to Step 2 of the grievance procedure of its desire to submit the grievance to arbitration. If such notice is not given by the Union within such ten (10) day period, the grievance shall not be arbitrable, If the parties cannot agree upon the selection of an Impartial Arbitrator within ten (10) calendar days thereafter, or such additional time as may be mutually agreed upon, then such selection shall be referred to the American Arbitration Association for the selection of an Impartial Arbitrator in accordance with its rules. The Impartial Arbitrator shall render his decision, in writing, within thirty (30) days of the close of the hearing, unless such time is extended by mutual consent of the parties of such grievance.

Section 2.

Any question or any matter outside of this Agreement shall not be the subject of arbitration. It is specifically understood that the rights of Management which are not expressly abridged by a specified provision of the Agreement are not the subject of arbitration.

Section 3.

The fee of the Arbitrator and the necessary expenses (exclusive of any payment to witnesses) of any arbitration proceedings shall be borne by the losing party, except that each party shall pay the fees of its own counsel or representative or witnesses.

Section 4.

The decision of the Arbitrator shall be final and binding on the Township, the Union and the grievant. The Arbitrator cannot add to, detract from or change, in any way, the language of this Agreement.

ARTICLE 11 - Union Activity, Visitation and Bulletin Boards

Section 1.

A representative of the Union shall be permitted reasonable access to the Township's premises after having received permission from the Township Manager for the purpose of conferring with the Township, a Steward of the Union and/or employees for the purpose of administering this Agreement. Such visits shall not be conducted in a manner that would interfere with the operation of the Township.

Section 2.

The Township will provide the Union with at least one bulletin board at a reasonably convenient location. Such bulletin board may be used for the purpose of disseminating information concerning official Union business and social functions. Controversial or partisan political material may be removed by the Township from the bulletin board.

Section 3.

No employee shall engage in union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time, except as provided in the Grievance Procedure Article of this Agreement.

Section 4.

Union officers and Stewards shall use their best efforts to promote through advice, instruction, and example the highest standards of work.

ARTICLE 12 - Holidays

Section 1.

Full-time employees who have completed their probationary period shall be entitled to the following holidays:

½ day New Year's Eve	New Year's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
½ day Christmas Eve	Christmas Day
Day after Christmas	Six (6) Personal Days

Note: ½ days should coincide with Township policy of affording Friday off if Christmas is on Saturday. Example: If Christmas is on Saturday, Employees will have ½ day off on Thursday and a full day off on Friday.

Section 2.

Pay for full-time employees entitled thereto for holidays not worked shall be eight (8) hours at regular straight time rate of pay.

Pay for part-time employees entitled thereto for holidays not worked shall be four (4) hours at regular straight time rate of pay.

Section 3.

In order to be eligible for holiday pay where an employee does not work on a holiday, an employee must work the last regularly scheduled working day before and the first regularly scheduled working day after the actual holiday. An employee who is scheduled to work on any holiday and does not work shall receive no holiday pay unless excused by the Township.

Section 4.

Each employee who performs work on any of the holidays enumerated in Section 1, exclusive of a personal day, will be paid one and one-half (1 - 1/2) his/her regular straight time hourly rate for each hour worked on the holiday, and in addition will be paid eight (8) hours holiday pay at his/her straight time rate.

Section 5.

Part-time employees shall receive one and one-half (1 ½) their regular straight time hourly rate for all hours worked on any of the holidays listed in Section 1 of this Article 12.

ARTICLE 13 - Vacations

Section 1.

All employees shall receive the following vacations.

Completed Months of Service	Vacation Days
0-11	10
12-36	10
37-72	15
73-84	16
85-96	17
97-108	18
109-120	19
121-180	20
180+	1 additional day for each additional full year of service after the first 180 months to a maximum of 25 days

Employees hired after January 1, 2022, will receive 10 vacation days during their first year of employment.

Section 2.

Vacation time needs to be approved by the Department Head or designee. Vacation time shall be approved in the order it is requested for all bargaining unit positions through one (1) central Township designee. If several bargaining unit employees have requested the same date(s) simultaneously, seniority shall be the determining factor in the approval of requested time off.

The Township shall have the right to deny requested vacation time off if more than four (4) bargaining unit members have already requested vacation time.

Section 3.

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

The amount of vacation to which an employee will be entitled shall be computed as of each employee's anniversary date each year.

Section 4.

Vacation pay shall be based upon the employee's regular pay and one day's vacation shall be equivalent to the number of hours in the employee's regular shift and one week's vacation shall be equivalent to the employee's regular work week.

Section 5.

Any employee whose employment is terminated during the year shall have benefits pro-rated for the portion of the year worked.

Section 6.

During an employee's probationary period, vacation will be accrued but may not be taken until after the completion of the probationary period.

Section 7.

In the case of voluntary resignations, in order to be eligible for either full or prorated vacation pay for vacation not actually taken, the employee must notify the Township at least ten (10) regularly scheduled working days prior to such termination.

Section 8.

If a full-time employee has not worked a total of 1500 hours in the prior anniversary year, he will not be entitled to his full vacation. If he worked less than 1500 hours in his prior anniversary year, he will receive one-fifteenth (1/15) of his full vacation entitlement for each full one hundred (100) hours worked during that anniversary year. Only full days will be allowed if; using the above calculations, the employee would be entitled to one-half day or more for the odd fraction,

he will be granted a full day's vacation; if the result comes to less than one-half day, no time off for that fraction will be granted.

All annual compensated time will count towards the calculation of the 1500 hours. This will include annual sick days, personal days, vacation days, comp time, jury duty and funeral leave, holidays and overtime hours. Long term sick leave not to be used in the calculation of hours.

ARTICLE 14 - Leave of Absence

Employees shall be eligible for unpaid leave in accordance with the following:

Section 1. Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component shall be granted in accordance with the applicable law and Township policy.

Section 2. - Medical Leave

A leave of absence for medical reasons shall be granted to employees who have completed their probationary period when such leave is required because of the illness or injury. A written request for such leave is required in all instances. Proof of illness in the form of a doctor's certificate shall be required, which includes a prognosis and expected date of return. The Township may also require a doctor's certificate from a physician selected by the Township prior to granting leave. The request for leave shall be granted for a period of up to six months. At the conclusion of the leave, the employee shall be entitled to return to his/her former job classification and shift upon the approval of a physician selected by the Township. The Township is not required to grant a leave under this Section to an employee who has concluded a leave under this Section during the prior twelve (12) month period.

Section 3. - Other Leaves

Leaves of absence without pay for other reasons may be granted at the sole discretion of the Township.

Section 4.

When an employee is on leave of absence exceeding one (1) month, he or she shall assume the cost of continuing any insurance coverage or lose such coverage. An employee who is on leave of absence as per the provisions of the Family Medical Leave Act shall have their medical insurance costs covered by the Township during this leave period.

Section 5. Jury Leave

An employee who is subpoenaed by a court to serve as a witness or juror, other than in an official capacity, if not excused from jury service, shall be granted jury leave. A request for jury leave must be made the day after the employee is informed together with the notice to appear. The record of attendance and amount of pay received must be submitted to the Township following jury service.

Section 6. Maternity Leave

An employee shall be entitled to up to eight (8) weeks of maternity leave to be taken at the employee's option before and after delivery. The employee shall not be required to take four (4) of such eight (8) weeks prior to the expected delivery date. Maternity leave shall be granted in accordance with applicable law and Township policy.

ARTICLE 15 - Insurance, Pension and Other Benefits

Section 1. Hospitalization

The Township agrees to keep in effect during the term of this agreement the present health insurance (Blue Cross PPO) (medical, prescription, dental and vision) plans. However, the Township reserves the right to change coverage as necessary if existing plans are substantially altered or discontinued by existing providers, as long as the replacement plan(s) are equal to or better than those currently in effect.

Employees shall be required to contribute toward the premium cost at the following monthly rates:

Calendar Year	2022	2023	2024	2025	2026
Single person coverage	\$80	\$85	\$95	\$105	\$115
Family coverage	\$160	\$170	\$190	\$210	\$230

The Township shall allow an employee, who can demonstrate he/she has alternative credible coverage, the option to waive participation in the hospitalization plan. This election option must be made in writing. In lieu of hospitalization, medical, dental, vision, and prescription 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 percent 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 all pension considerations and calculations.

Effective July 1, 2015, certain PPO co-pays will change, as detailed in Appendix C. Specifically, employee co-pays for office visits will increase from \$10 to \$15; emergency room co-pays (non-admission) will increase from \$25 to \$75; and urgent care co-pays will decrease from \$35 to \$20.

Effective January 1, 2018, to December 31, 2020, 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 10 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.

Section 2. Annual Sick Days

(a) The annual sick day allowance for each full-time employee shall be ten (10) working days per calendar year, effective January 1, 2015. Sick days may not be taken until after completion of the probationary period. At the end of each calendar year, a maximum of five (5) unused sick days may be carried over into the succeeding year. Effective January of each year of this agreement, the Township will reimburse an employee for up to eighty percent (80%) of unused sick days at the employee's regular rate.

Except as provided in Section 3 of this Article 15, when an employee exhausts all available sick days, including the annual allowance of ten (10) days and, if available, sick days carried over from the previous year, the employee must use other time-off with pay (i.e., vacation, personal, comp, time, etc..) if available, otherwise, the employee shall receive no compensation for such sick days used in excess of those available.

(b) Sick days may only be granted when an absence is due to:

(1) An employee's inability to work due to illness and needed confinement at home or a recognized medical institution; or

(2) An employee's medical, dental or optical examination or treatment by a licensed physician or other recognized practitioner.

Sick days will not be authorized for time lost due to occupational injuries or illness covered by Workers' compensation.

(c) Approval for use:

(1) Scheduled examinations and treatment must be requested and approved in advance.

(2) Unscheduled need for sick days must be requested by telephoning supervisor as early as possible before his/her shift begins unless the employee is prevented from giving notice prior to the beginning of the shift because of circumstances beyond his/her control.

(d) Employees will not be charged with a sick day for a holiday, which falls within a period of sick days.

(e) Doctor's Certificate

(1) Employees who are on sick days for more than three (3) consecutive work days must submit a doctor's certificate upon return to duty.

(2) The Township may request a doctor's certificate for shorter periods of time if frequent use of sick days (more than three incidences in a twelve month period) indicates that the employee is in continuing ill health requiring remedial action or if malingering is suspected.

(3) Sick day use patterns requiring a doctor's certificate include, but are not limited to, a record of usage on Monday, Fridays, and days next to holidays and pay days, etc.

(4) Failure upon request to submit an acceptable required doctor's certificate showing that the absence was legitimate due to inability to work will result in the absence being unexcused and possible appropriate disciplinary action.

(5) At its discretion, the Township may require an additional medical examination by a physician of its choice at its expense prior to allowing an employee to return to work.

(f) If an employee retires or resigns and gives the Township at least two weeks' notice, or if an employee is laid off, he/she will be entitled to receive sick pay for that calendar year to be calculated on the basis of 0.84 sick days for each month worked in that calendar year.

Section 3. Extended Sick Leave

When an employee's non-occupational illness or disability continues for a period ten (10) continuous working days or more and the employee has used ten (10) sick, vacation, or personal days, and after completion and submission of the proper forms, the employees will be eligible for the following extended sick leave. In the event the employee does not have enough sick, vacation, or personal time remaining to meet the ten (10) day requirement, the days shall be deducted from the employee's allocation for the following year:

1) Ten or more years of service, up to 52 weeks at full pay

2) At least five (5) years of service but less than ten (10) years of service, up to 39 weeks at full pay, then 13 weeks at half pay

3) At least one (1) year of service but less than five years of service, up to 26 weeks at full pay, then 26 weeks at half pay

For employees hired after ratification of this agreement the length of extended sick leave shall be:

1) Ten or more years of service, up to 39 weeks at full pay

2) At least five (5) years of service but less than ten (10) years of service, up to 26 weeks at full pay, then 7 weeks at half pay

3) At least one (1) year of service but less than five years of service, up to 13 weeks at full pay, then 7 weeks at half pay

As used in this section, the term "pay" means base pay at the commencement of the employee's injury or illness.

After an employee has received extended sick leave benefits, he/she must work for a period of time equal to the period time the employee received such benefits before again becoming eligible for any extended sick leave benefits. The above insurance ceases upon termination of employment.

The Township may require an employee on extended sick leave to submit periodic reports from his/her physician setting forth diagnosis, prognosis and expected date of return to work. The employee shall be required, on a bi-weekly basis, to contact his/her Department Head and provide an update as to their medical prognosis. In addition, at any time while an employee is on extended sick leave, and/or before the employee is permitted to return to work after being released by his/her physician, the Township may require the employee to be examined by a physician or a psychologist of the Township's choice at the Township's expense.

Section 4. Pension

Subsection 4.1. For employees hired on or before June 30, 2011

Effective January 1, 1998, the Township agrees to establish and maintain a pension plan for all members of the collective bargaining unit. This plan shall be consistent to that which was instituted for other Township employees excluding Police who are represented by a collective bargaining representative. The amount of an employee's monthly pension will be equal to 1.75% of his/her average monthly salary based upon the last 36 months of employment, multiplied by the years of benefit service completed by the employee during the period from January 1, 1998, through December 31, 2021; plus 2.00% of his/her average monthly salary based upon the last 36 months of employment, multiplied by the years of benefit service completed by the employee after January 1, 2022.

Subsection 4.2. For employees hired on or after July 1, 2011

Effective July 1, 2011, the Township agrees to establish and maintain a new defined-contribution pension plan for members of the collective bargaining unit hired on or after July 1, 2011. The Township shall contribute annually to the employee's pension fund an amount equal to 6 percent of the employee's annual wages for that year. Employees hired on or after July 1, 2011, will not participate in the defined-benefit pension plan described in Subsection 4.1.

The pension plan described in Subsection 4.2 is conditioned upon the Township implementing a plan of the exact same design for non-union employees hired on or after July 1, 2011, such implementation to be confirmed by the Board of Commissioners formally approving the change of applicable ordinances at a regular public meeting.

Section 5. Life Insurance

Upon the effective date of this Agreement, the Township agrees to provide group life insurance coverage on the lives of its full-time employees in the amount of Fifty Thousand Dollars (\$50,000.00), with an additional \$50,000.00 accidental death and dismemberment benefit.

Section 6. Insurance Contracts

Any insurance coverages provided in this Article shall be made effective in accordance with the terms and conditions of the insurance contracts entered into by the Township with any insurance carrier including but not limited to Blue Cross/Blue Shield, to provide such coverages.

Section 7.

Female employees shall be permitted to use unused accrued sick leave for all time lost as a result of disability resulting from pregnancy. Documentation of disability will not be required during the period of four (4) weeks prior to the delivery date and four (4) weeks after that date.

Section 8. Funeral Leave

(a) For the purpose of attending the funeral upon the death of a member of his/her immediate family, a full-time employee shall be entitled to five (5) consecutive work days off with pay.

Immediate family is defined as spouse, common law spouse/domestic partner, parent, sibling, child, grandchild, step-child, stepparent, or parent-in-law (with the stipulation that an employee can only claim one father or stepfather, and one mother or step-mother, while employed by the Township).

(b) For the purpose of attending the funeral upon the death of other family members, a full-time employee shall receive time off with pay not to exceed two (2) working days.

Other family members are defined as grandparent, niece, nephew, uncle, aunt, first cousin, sibling-in-law or spouse's grandparent.

(c) Employees on paid vacations will receive vacation credit for days spent on funeral leave.

ARTICLE 16 - Miscellaneous

Section 1. Resignation

Employees shall provide two (2) weeks' notice when resigning.

Section 2. Reporting of Absences

An employee who is unable to report for work due to an illness or injury or who will be reporting for work late shall notify his/her supervisor as early as possible before his/her shift begins unless the employee is prevented from giving notice prior to the beginning of the shift because of circumstances beyond his/her control.

Section 3.

Notices to the Union shall be addressed as follows:

Teamsters Local 773
3614 Lehigh Street
Suite A
Whitehall, PA 18052

Attn: Bethlehem Township Business Agent

Notices to the Township shall be addressed as follows:

Township Manager
4225 Easton Avenue
Bethlehem, PA 18020

Section 4. Uniforms

To the extent that employees may be required to utilize protective clothing, such as safety shoes, such protective clothing shall be provided by the Township.

Section 5. Seminars

The Township will pay for an employee's participation in seminars or other education or training related to the employee's job provided the employee has received prior authorization in writing from his/her Department Head and/or the Township Manager.

ARTICLE 17 - Effect of Legislation - Separability

Section 1.

It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect; and of the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania or local government, such provision shall be deemed null and void and of no effect, but all other provisions of this Agreement shall continue in full force and effect.

Section 2.

The parties also agree to renegotiate any Article, or part or provision of this Agreement that is unlawful, invalid, ineffective or unenforceable as specified above.

ARTICLE 18 - Maintenance of Membership

Maintenance of membership means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee may resign from such employee organization during a period of (15) days prior to the expiration of any such agreement.

The Employer agrees to deduct monthly Union dues and/or uniform assessments of the Local Union from any employee from whom written authorization is received. Fifty percent (50%) of the dues payment will be deducted twice monthly from the paycheck of each employee from whom written authorization is received, and sent to the Secretary- Treasurer of the Union before the end of the month for which the deductions are made. A dues checkoff authorization is to be voluntary but once given, it may not be revoked until fifteen (15) days prior to expiration of this Agreement.


The Union agrees to indemnify and save Employer harmless any and all claims, suits or other forms of liability arising out of deductions of money for Union dues and/or uniform assessments under this Article.

ARTICLE 19 - Duration

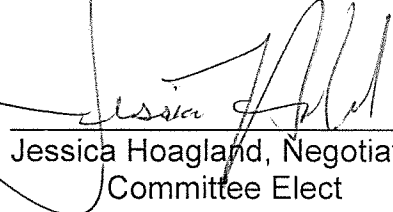
This Agreement shall be in full force and effect and shall be and remain operative and binding upon the parties, their successors and assigns, from the 1st day of January 2022, through the 31st day of December 2026, and shall thereafter renew itself automatically from year to year unless either party serves notice in writing at least ninety (90) days prior to the anniversary of any expiration date of its intention to modify or terminate this Agreement.

IN WITNESS HEREOF, The Union and the Township have executed this Agreement this 7th day of March 2022.

Teamster Local 773



Lisa Guzzo, Assistant Steward

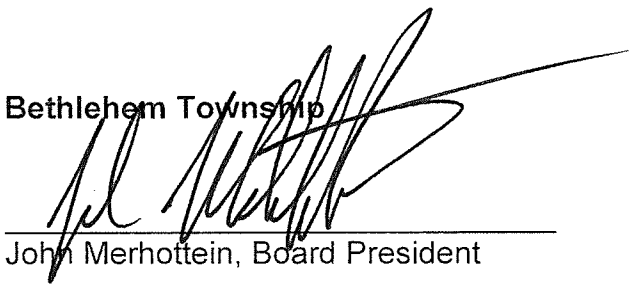


Jessica Hoagland, Negotiating
Committee Elect



Matt Weidman, Business Agent TLU 773

Bethlehem Township



John Merhottein, Board President



Doug Bruce, Township Manager

APPENDIX A

Section 1. Job Titles - Wage Rates

Job Titles	4.00%					3.25%		3.00%		3.25%	
	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2025	Effective 1/1/2026	
Clerk 1	\$18.86	\$19.61	\$20.25	\$20.86	\$21.49	\$22.19					
Clerk 2	\$20.71	\$21.54	\$22.24	\$22.91	\$23.60	\$24.37					
Fiscal Clerk	\$20.71	\$21.54	\$22.24	\$22.91	\$23.60	\$24.37					
Fiscal Technician	\$22.98	\$23.90	\$24.68	\$25.42	\$26.18	\$27.03					
Human Resource/Fiscal Administrator	\$29.00	\$30.16	\$31.14	\$32.07	\$33.03	\$34.10					

Section 2. Employee with Less than Two Years' Service

Employees with less than two years of service with the Township shall receive the following rates.

- Hire to 6 months
 - 6 months - 12 months
 - 12 months - 18 months
 - 18 months - 24 months
 - 24 months and over
- 80% of regular rate
 - 85% of regular rate
 - 90% of regular rate
 - 95% of regular rate
 - 100% of regular rate

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 (80 percent and 85 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.