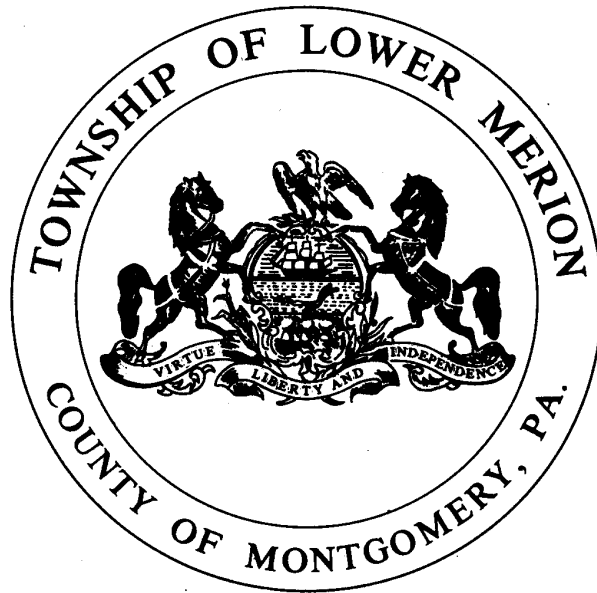


**2007 - 2010
Agreement Between**



**The Township of Lower Merion
and
The Lower Merion Township
Workers Association**

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AGREEMENT

THIS AGREEMENT, which contains the terms of the 2007 - 2010 Agreement between the Township of Lower Merion and the Lower Merion Township Workers Association, is entered into as of January 1, 2007, by and between the Township of Lower Merion, a Township of the First Class in Montgomery County, Pennsylvania ("Township"), and the Lower Merion Township Workers Association, representing certain Township employees ("Association") as provided herein.

This Agreement shall commence January 1, 2007 and extend to and throughout December 31, 2010.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
ASSOCIATION RECOGNITION AND BARGAINING UNIT

- 1.1 The Township recognizes the Association as the exclusive collective bargaining representative of the employees of the Township pursuant to the certification by the Pennsylvania Labor Relations Board in Case Numbers PERA-R-3540-E, PERA-U-96-382-E and PERA-U-06-440-E and this Agreement shall apply only to such positions referenced in Appendix "A," Rate Reports, attached hereto, and further excluding management level employees, supervisors, first level supervisors and confidential employees as defined by Act 195.
- 1.2 "Employee" shall mean a full-time person hired to work on a regular basis for at least thirty-seven and one half (37.5) hours a week and who has successfully completed his/her probationary period.
- 1.3 All newly hired or rehired employees shall be required to complete a probationary period. During or at the end of such probationary period, the Township, in its sole discretion, may discharge such employee and such discharge shall not be subject to the grievance provisions of this Agreement. The probationary period will be six (6) months in length, except that the Township, in its sole discretion, may extend an employee's probationary period for up to three (3) additional months. When an employee being trained for a job spends less than fifty percent (50%) of his/her time on the job, only such time actually spent on the job shall be counted for the purpose of computing his/her probationary period.
- 1.4 A temporary employee excluded from the bargaining unit is one hired for a period of up to four (4) months and is so informed at the time of hire, and who is hired to fill a temporary job or for a special project or to replace any employee on leave or vacation. The said four (4) month period may be extended up to an additional two (2) months. Temporary employees will not be entitled to any fringe benefits provided by this Agreement.
- 1.5 A part-time employee shall mean any person hired by the Township to work less than thirty-seven and one-half (37.5) hours a week on a regular basis, who has completed his/her probationary period. Crossing Guards' probationary period shall be twelve (12) months. Part-time employees covered by this Agreement shall not receive fringe benefits, unless specifically provided for.
- 1.6 Neither the Township nor the Association shall discriminate against or in favor of any employee on account of race, color, creed, national origin, sex, age or disability.

ARTICLE 2

DEDUCTION OF ASSOCIATION DUES

- 2.1 All employees who have joined the Association or who join the Association in the future must remain members of the Association for the duration of this Agreement, provided that they may resign from the Association during a period of thirty (30) days prior to the expiration date of this Agreement.
- 2.2 The Township agrees to deduct from the wages of any full or part-time employee, who is a member of the Association, all Association membership dues as provided in a written authorization in accordance with the standard form used by the Association, provided that the said form shall be executed voluntarily by the employee, and shall be in compliance with any State or Federal law. The deduction of Association membership dues may begin upon successful completion of an employee's probationary period. Such withholdings of Association dues shall be transmitted to such person as the Association shall designate not later than the 15th day of the month following the month in which the dues were deducted. The Association will notify the Township 30 days prior to any change in such dues.

Such deductions will be authorized, levied, and certified in accordance with the By-Laws of the Association. Each such employee and the Association hereby authorize the Township to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues.

- 2.3 All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to the Township during a period of thirty (30) days prior to the expiration date of this Agreement. The Township shall thereafter cease withholding any moneys whatever under such assignment.
- 2.4 The Township shall be relieved from making such "check-off" deductions upon an employee's (a) termination of employment; or (b) transfer to a job outside the bargaining unit; or (c) layoff from work; or (d) an authorized leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.
- 2.5 The Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association shall indemnify and hold the Township harmless against and from any and all claims, grievances, demands, awards, suits, attachments, or other proceedings and forms of liability, including all claims for attorneys' fees and costs, arising out of or by reason of any action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article or in reliance on any certifications by the Association referenced in Article 2.2. The Association assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the Township to the Association.
- 2.6 The Township has agreed to grant the Association an "agency shop" provision, which will entitle the Association the right to charge employees in those classifications covered by the labor agreement who are not members of the Association with a monthly fair share

ARTICLE 2
DEDUCTION OF ASSOCIATION DUES
(CONTINUED)

fee. Such fee shall represent a non-member's pro-rata share of the costs of negotiations and other representational activities. Authorization from non-members to deduct fair share fees shall not be required.

- A. The names of non-members and the amounts to be deducted shall be certified to the Township by the Association. Upon receipt of this information, the Township will deduct from all such employees' pay one-half of the monthly fee amount on the first and second pay day of each month. The aggregate deductions shall be remitted together with an itemized statement to the Association by the last day of the succeeding month after such deductions are made.
- B. The Township shall be relieved from making such deductions upon an employee's (a) termination of employment, or (b) transfer to a job outside the bargaining unit, or (c) layoff from work, or (d) authorized leave of absence.
- C. The Association agrees to indemnify and hold harmless the Township for any claims, including up to \$5,000 in attorney fees, arising from the Township's compliance with this provision.

ARTICLE 3

MANAGEMENT FUNCTIONS

- 3.1 All management functions and responsibilities which the Township has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Township, including, but not limited to, the right to establish and administer policies, procedures and standards of services, education, training, operations, services and maintenance of the Township; to determine Township financial, budgetary, accounting and organizational policies and procedures; to utilize technology; to direct the work force; to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, demote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to contract out; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, or consolidate, or abolish any operation or service; to determine staffing patterns and areas worked; to establish and change work schedules and work standards; to require employees to work overtime; to control and regulate the use of facilities, supplies, equipment and other property of the Township; to determine the number, location and operation of divisions, departments and all other units of the Township, the assignment of work, the qualifications required, and the size and composition of the work force; to make or change Township rules, regulations, policies and practices, subject to any obligation to bargain or meet and discuss imposed by law; and otherwise generally to manage the Township, so as to attain and maintain full operating efficiency.

ARTICLE 4 WAGES

4.1 The sole purpose of this Article is to provide a basis for the computation and payment of straight time, overtime and other premium wages.

4.2 **Wages**

- A. Effective January 1, 2007, the annual base wage shall be increased by three and three quarter percent (3.75%).
- B. Effective January 1, 2008, the annual base wage shall be increased by three and three quarter percent (3.75%).
- C. Effective January 1, 2009, the annual base wage shall be increased by four percent (4.0%) plus one-half (0.5) of the percentage of the cost of living between 4.5% and 5.5% as measured by the Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W), for Philadelphia (1982 - 1984 = 100) for the twelve (12) month period ending August 31, 2008, with the maximum annual base wage increase being 4.5%.
- D. Effective January 1, 2010, the annual base wage shall be increased by four percent (4.0%), plus one-half (0.5) of the percentage of the cost of living between 4.5% and 6.5% as measured by the Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W), for Philadelphia (1982 - 1984 = 100) for the twelve (12) month period ending August 31, 2009, with the maximum annual base wage increase being five percent (5.0%).

4.3 Attached as Appendix "A" are the Rate Reports for 2007 - 2010, which reflect the annual and hourly rates for each calendar year of this Agreement. Base wage increases are computed using an employee's annual base wage. Thus, if and when the number of work hours fluctuates from year to year (e.g. 2,080 or 2,088 or 2,096 work hours per year), the hourly rates will not reflect the annual base wage percentage increases shown above.

4.4 **Promotion and Step Increases**

When an employee is promoted or receives a step increase, the effective date shall be at the beginning of a pay period as follows: When an employee's promotion or anniversary date falls within the first seven days of a fourteen-day pay period, the promotion or step increase will be effective the beginning of that pay period. When an employee's promotion or anniversary date falls within the last seven days of a fourteen-day pay period, the promotion or step increase will be effective the beginning of the next pay period.

4.5 **Shift Differential**

Full-time employees who are regularly scheduled to work a 7.5 or 8 hour shift starting on or after 12:00 PM will receive a shift differential of forty cents (\$.40) per hour for all

**ARTICLE 4
WAGES
(CONTINUED)**

hours actually worked on that shift after 5:00 PM but not when they are absent from work. Police Dispatchers who are regularly assigned to work a shift starting on or after 3:00 PM will receive the shift differential for all hours on that shift, regardless of whether they actually work the shift.

4.6 Longevity Eligibility and Payments

For full-time employees, longevity pay shall be paid in accordance with the following chart the first full pay period in January.

Years of Completed Service	2007	2008	2009	2010
5	\$850	\$850	\$950	\$950
6	\$950	\$950	\$1,050	\$1,050
7	\$1,050	\$1,050	\$1,150	\$1,150
8	\$1,150	\$1,150	\$1,250	\$1,250
9	\$1,250	\$1,250	\$1,350	\$1,350
10	\$1,350	\$1,350	\$1,450	\$1,450
11	\$1,450	\$1,450	\$1,550	\$1,550
12	\$1,550	\$1,550	\$1,650	\$1,650
13	\$1,650	\$1,650	\$1,750	\$1,750
14	\$1,750	\$1,750	\$1,850	\$1,850
15	\$1,850	\$1,850	\$1,950	\$1,950
16	\$1,950	\$1,950	\$2,050	\$2,050
17	\$2,050	\$2,050	\$2,150	\$2,150
18	\$2,150	\$2,150	\$2,250	\$2,250
19	\$2,250	\$2,250	\$2,350	\$2,350
20	\$2,350	\$2,350	\$2,450	\$2,450
21	\$2,450	\$2,450	\$2,550	\$2,550
22	\$2,550	\$2,550	\$2,650	\$2,650
23	\$2,650	\$2,650	\$2,750	\$2,750
24	\$2,750	\$2,750	\$2,850	\$2,850
25	\$2,850	\$2,850	\$2,950	\$2,950
26	\$2,950	\$2,950	\$3,050	\$3,050
27	\$3,050	\$3,050	\$3,150	\$3,150
28	\$3,150	\$3,150	\$3,250	\$3,250
29	\$3,250	\$3,250	\$3,350	\$3,350
30	\$3,350	\$3,350	\$3,450	\$3,450
31	\$3,450	\$3,450	\$3,550	\$3,550
32	\$3,550	\$3,550	\$3,650	\$3,650
33	\$3,650	\$3,650	\$3,750	\$3,750
34	\$3,750	\$3,750	\$3,850	\$3,850
35 & above	\$3,850	\$3,850	\$3,950	\$3,950

**ARTICLE 4
WAGES
(CONTINUED)**

A full-time employee must be in an “active employee” status as of December 31st in order to be eligible to receive a longevity payment in the following calendar year. This means that an employee whose employment with the Township is terminated for any reason (retirement, resignation, involuntary termination or death) prior to December 31st of any given year is not eligible to receive a longevity payment in the following year and there shall be no pro-ration of longevity pay. The longevity bonus will be based on the number of full calendar years completed as of December 31st of the calendar year preceding the longevity payment.

4.7 Overtime

For employees on a forty (40) hour per week work schedule, time and one-half shall be paid for all hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours during a workweek. For employees on a thirty-seven and one-half (37.5) hour per week work schedule, time and one-half shall be paid for all hours worked in excess of seven and one-half (7.5) hours in a workday or in excess of thirty-seven and one-half (37.5) hours during a workweek.

- 4.8 There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in the Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he/she shall be paid for such time at the highest rate specified in any of such applicable provisions, but he/she shall not be entitled to additional pay for such time under any other of such provisions.

Employees may request the option of taking time off within the same workweek, on an hour for hour basis, in lieu of receiving overtime pay. After considering operational needs, an employee’s supervisor will have the sole discretion to determine whether the requested time off can be taken.

4.9 Call Back and On-Call Premium Pay

An employee who is called back into work by the Township at other than his/her regularly assigned working hours and who is sent home because of lack of work, will be paid either the amount of money earned while at work at the applicable overtime rate, or a minimum of four (4) hours at the employee's overtime rate, whichever is higher. An employee will be paid one-half hour of travel time from the time he/she arrives, which will count toward the minimum provision. The previous sentence notwithstanding, an employee will be paid one-hour travel time when he/she is called back for work which is a direct result of snow/ice conditions and when adverse road conditions exist while the employee is traveling to work. Call back pay will be paid to those employees who are

ARTICLE 4
WAGES
(CONTINUED)

regularly scheduled for reoccurring work if there is more than a one-half hour break between his/her regular hours and the call-back hours. Call back pay and the minimum four hours of overtime pay shall not apply when an employee is called in to work prior to the beginning of their regular shift and continues to work until their regular shift begins.

Employees who agree to be in a standby “on-call” status will also receive an “on-call” pay premium for those days they are voluntarily assigned to this status in addition to their regular pay. This “Assigner” role of a first responder will be a voluntary, non-mandatory assignment. An assigner will be trained to answer calls, respond, make assessments and dispatch appropriate crews. Such voluntary assignments will be for a seven day period beginning Monday at 3:30 PM and ending the following Monday at 7:00 AM. The on-call premium pay will be \$10 per day for Monday through Thursday, 3:30 PM to 7:00 AM each day, and \$18 per day for Friday 3:30 PM through Monday 7:00 AM. (The total premium on-call pay for a full week is therefore \$94.) The on-call pay premium for Township Holidays will be \$25 per holiday. (For the purpose of on-call premium pay, the holiday is defined as that calendar day in which the majority of the on-call shift falls.) Call-out pay for an Assigner will apply as outlined in Section 4.9.

The Director of Public Works or his/her designee has the sole discretion to determine if an employee meets the requirements of the Assigner’s duties.

4.10 Compensation and Classification System (CCS)

Full-time employees hired on or after January 1, 1999 will work on the pay schedules which are in Appendix “A” labeled Schedule Zero (0), Workers Association (WA00).

- A. An employee on Schedule Zero (0) (WA00) will thereafter be ineligible to return to the old pay schedules except as provided for in 4.10.B. All lateral transfers shall be at the employee’s current rate of pay. All other transfers or demotions shall only be made into the applicable pay range of Schedule Zero (0) (WA00) on a step-for-step basis.
 - 1. New employees will begin at Step One (1) of the applicable pay range in Schedule Zero (0). They will be eligible for their next step upon reaching their eighteen (18) month anniversary date. Upon satisfactory performance, they will be eligible for their next higher step after satisfactory completing each successive twelve (12) month period until reaching their final Step Five (5).
- B. Full-time employees hired prior to January 1, 1999 who work in the Departments of Public Works and Parks & Recreation and who were either “grandfathered” and remained on their existing pay schedules of 5 (WA05) or 6 (WA06) or who were converted to Schedule 0 (WA00) with the implementation of the CCS effective January 1, 1999 are permitted to remain on or return to their old pay

ARTICLE 4
WAGES
(CONTINUED)

schedules of 5 or 6 respectively, if and when, they are promoted, transferred or demoted.

- C. The following pre-1999 job titles and their new 1999 job titles are eligible for lateral transfers under the provisions of this Article 4.10.C. Pre-1999: Laborer = Post 1999: Highway Maintainer 1, Refuse Collector, Park Maintainer 1. Pre-1999: Equipment Operator 1 = Post 1999: Highway Maintainer 2, Refuse Truck Driver, Sanitary Sewer Maintainer 1, Park Maintainer 2. Pre-1999: Equipment Operator 2 = Post 1999: Highway Maintainer 3, Refuse Equipment Operator, Sanitary Sewer Maintainer 2.
- D. Employees in the grandfathered positions of (a) Highway Maintainer 1, (b) Sanitary Sewer Maintainer 1, and/or (c) Sanitary Sewer Maintainer 2, who remained on Schedule Five (5) in the Highway and Sanitary Sewer Divisions, when promoted within their division to (a) Highway Maintainer 2, (b) Sanitary Sewer Maintainer 2, and/or (c) Sanitary Sewer Maintainer 3 respectively, are permitted to remain on Schedule (5) on a step-for-step basis - (a) Highway Division: Highway Maintainer 1 promoted to Highway Maintainer 2; (b) Sanitary Sewer Division: Sanitary Sewer Maintainer 1 promoted to Sanitary Sewer Maintainer 2; and (c) Sanitary Sewer Division: Sanitary Sewer Maintainer 2 promoted to Sanitary Sewer Maintainer 3. Said promotions will not convert the promoted employee to Schedule Zero (0).
- E. The Township reserves the right to create new job classifications and to fix wage rates for new jobs and the job classifications. The Township further reserves the right to change or combine jobs and eliminate classifications unilaterally. When new job classifications have been added, or old job classifications have substantially changed, or have been combined, the Township shall set the rate for the new or combined or substantially changed job, which rate shall remain in effect for a period of thirty (30) working days.
- F. If the Association is not in agreement with the rate set by the Township, the Association shall be free to file a grievance under the Grievance Procedure of the Agreement except in any of the following circumstances: 1) when less than fifty-percent (50%) of the duties and responsibilities have changed to those duties and responsibilities of a higher classification on a regular basis; or, 2) when new technology, equipment, software, etc. are required by a position; or, 3) when an employee voluntarily obtains, or is required to obtain, a certification; or, 4) any circumstances prior to January 1, 2007. Any revised rate set by agreement or by arbitration shall be retroactive to the date the employee first worked at the new, combined, substantially changed job.

ARTICLE 4
WAGES
(CONTINUED)

4.11 **Normal Workweek**

The normal workweek will be from Monday to Friday with the exception of police, fire and library department personnel, Ardmore Avenue Community Center personnel and sewer pumping station operators. If any change is made in the normal Monday to Friday workweek, the employee or employees affected and the Association will be given thirty days notice by the Township of such change.

- 4.12 Full-time employees shall be paid time and one-half for all time worked on Saturdays and double time for all time worked on Sundays, provided, however, that in both cases to be eligible for such pay the employee must have worked all his/her regularly scheduled hours in the workweek.
- 4.13 Paid holidays, paid vacation time and paid sick leave and paid excused leave time shall be counted as hours worked, provided the employee's supervisor is kept informed at all times concerning the employee's whereabouts when he/she is on paid sick leave and paid excused leave time.
- 4.14 With the exception of crossing guards and excluding storm work, call-outs and overtime, regularly scheduled work shifts shall consist of consecutive hours.

ARTICLE 5 LEGAL AND PERSONAL HOLIDAYS

- 5.1 The designated legal holidays per year are as follows:
1. New Year's Day,
 2. Martin Luther King's Birthday (the third Monday in January),
 3. President's Day,
 4. Good Friday,
 5. Memorial Day,
 6. July 4th,
 7. Labor Day,
 8. Thanksgiving Day,
 9. Christmas Day
- A. Police Dispatchers receive Easter Sunday as a holiday, employees in the Libraries receive Christmas Eve as a holiday and employees in the Refuse Division are required to work on President's Day and Good Friday (do not receive as holidays). See Exhibit "A" for the holiday list for each employee group.
- B. Each full-time employee who is not scheduled to work on any such holiday shall be paid the number of hours he/she is regularly scheduled to work at his/her regular straight time rate of pay provided that such employee is in a paid status, other than paid sick leave, for the entire scheduled work day immediately preceding and the entire scheduled work day immediately following the holiday. If the employee is in a paid sick leave status on either the scheduled work-day immediately preceding or following the holiday, the employee will be paid for the holiday only if the employee submits a suitable statement from a qualified physician attesting to the employee's inability to work for medical reasons.
- C. If a legal holiday falls during an employee's vacation, the vacation may be extended by one (1) day or the employee may be granted another vacation day mutually agreed upon by Township and the employee.
- 5.2 An employee who is scheduled to work on any holiday and does not work shall receive no holiday pay. The regular rate of pay will be paid in the event the employee has an excused absence. If an employee is prescheduled and pre-approved to work on the Martin Luther King, President's Day and/or Good Friday holidays, the employee shall select another day off that is mutually agreed upon and operationally feasible. If it is necessary for an employee to work on a legal holiday, the Township will seek qualified individuals on a voluntary basis who will be paid as outlined in the previous sentence. If no employee voluntarily offers to work the respective holiday, employees will be assigned on a rotational basis and shall select another day off that is mutually agreed upon and operationally feasible.
- 5.3 If the employee is called out for an emergency on a holiday, the employee will be paid double their straight time rate of pay for all work which they are called out to work on holidays, plus the holiday pay or double time with the option to select another day off

ARTICLE 5
LEGAL AND PERSONAL HOLIDAYS
(CONTINUED)

that is mutually agreed upon and operationally feasible. Employees will be paid double their straight time rate of pay for hours worked on an actual holiday which falls on a Saturday for the following holidays only: New Year's Day, Independence Day, and Christmas Day.

- 5.4 Employees in the Department of Public Works will be paid double their straight time rate of pay for all hours which they are scheduled to work on Saturdays or Sundays in lieu of holidays occurring seven (7) calendar days prior and seven (7) calendar days after the holiday; provided, however, that the work required to be performed on such Saturdays or Sundays is not due to an Act of God on which a day is lost, excessive absenteeism or slowdowns during the holiday week.

5.5 **Personal Holidays**

- A. In addition, employees, with the following exceptions, may request and be granted seven (7) personal holidays of their choice, upon successful completion of their probationary period, provided twenty-four (24) hours advance notice is given whenever possible and provided there is no conflict with the work schedule of the Department. Dispatchers and employees in the Libraries will receive six (6) personal holidays and employees in the Refuse Division will receive nine (9) personal holidays subject to the same conditions set forth in the preceding sentence.
- B. Requests for personal holidays with less than twenty-four (24) hours notice will be considered when, in the sole discretion of the employee's supervisor, it is operationally feasible. Each full-time employee shall be paid the number of hours he/she is regularly scheduled to work at his/her regular straight time rate provided that such employee is in a paid status for the entire scheduled work day immediately preceding and the entire scheduled work day immediately following the holiday. Employees who resign shall receive personal holiday pay on a pro-rata basis as per the schedule in Article 6.6.
- C. Employees who retire while in service will be entitled to take or be paid in lump sum the remaining personal holidays. Employees who retire with less than ten (10) years of service will not be permitted to take personal holidays following their last day worked. Any entitlement for unused personal holidays shall be paid in lump sum in the employee's final paycheck.
- D. If an employee requests and is granted one of his/her personal holidays, he/she will be permitted to take that personal holiday unless the employee's taking the personal holiday would cause a serious conflict with the work schedule of their Department.

ARTICLE 6 VACATIONS AND VACATION PAY

- 6.1 Full-time employees who have completed the specified number of years of continuous employment will be entitled to paid vacation at their regular straight time rate of pay in accordance with the following vacation schedule:
- A. Completed 1 year, but less than 6 years - Ten (10) days.
 - B. Completed 6 years, but less than 12 years - Fifteen (15) days.
 - C. Completed 12 years, but less than 21 years - Twenty (20) days.
 - D. Completed 21 years and over - Twenty-five (25) days.

Employees with less than one (1) year of service shall be permitted to borrow up to five (5) days of vacation against their ten (10) day allotment due at the completion of year one (1) of service subject to approval by their Management/Supervisory Employees and the Department of Human Resources. Should the employee resign or be involuntarily terminated prior to completing one year of service, an amount equal to their wages for the borrowed vacation day(s) shall be deducted from his/her last pay check.

- 6.2 Vacations are not cumulative from year to year and if not taken within the vacation year will be forfeited unless the employee is prevented from taking scheduled vacation leave by order of the Township. Requests for annual vacation dates must be submitted to the supervisor between January 1st and March 1st to allow time for proper scheduling, it being understood that the Township shall schedule all vacations, and to the extent that the Township can schedule vacations without the employment of additional employees or incurring overtime pay, it shall give preferences as hereinafter provided. In scheduling vacations, the Township shall consider individual requests for particular periods. Requests submitted after March 1st shall be granted on a first come-first served basis at the discretion of the supervisor.
- 6.3 Requests for vacation in units of less than one (1) day will be considered when, in the sole discretion of an employee's supervisor, it is operationally feasible, subject to the provisions of Section 6.2. Vacation units of two (2) days or less will require at least forty-eight (48) hours notice. Requests for vacation units of two (2) days or less with less than forty-eight (48) hours notice will be considered when, in the sole discretion of the employee's supervisor, it is operationally feasible. Vacation units of three (3) to five (5) days will require at least a one (1) week's notice. Requests for vacation units of three (3) to five (5) days with less than one (1) week's notice will be considered when, in the sole discretion of the employee's supervisor, it is operationally feasible. Vacation units of six (6) days or more will require at least two (2) weeks notice. Requests for vacation units of six (6) days or more with less than two (2) weeks notice will be considered when, in the sole discretion of the employee's supervisor, it is operationally feasible.
- 6.4 Township seniority shall be the deciding factor when two (2) or more employees who cannot be spared at the same time select the same vacation period, prior to March 1st. When more than one (1) employee in the same job classification cannot be permitted off

ARTICLE 6
VACATIONS AND VACATION PAY
(CONTINUED)

at the same time, if a less senior employee requests vacation before March 1st, a more senior employee has up to ten (10) calendar days to request and supersede the vacation request of the less senior employee. After the ten (10) calendar days have elapsed, the senior employee can no longer override the less senior employee's vacation request. Each department will provide a notification process and communicate the process to all employees.

- 6.5 Holidays falling within a vacation period shall not count as vacation days.
- 6.6 Employees otherwise entitled to a paid vacation who resign, or who are involuntarily terminated shall be entitled to vacation and/or personal holiday pay on a pro-rata basis as shown below:

Employee resigns in January	10%
Employee resigns in February	20%
Employee resigns in March	30%
Employee resigns in April	40%
Employee resigns in May	50%
Employee resigns in June	60%
Employee resigns in July	70%
Employee resigns in August	80%
Employee resigns in September	90%
Employee resigns in October or later	100%

- A. However, employees who resign without giving to the Township at least fourteen (14) calendar days written notice "prior to their last day to be worked" shall not be entitled to take their unused vacation or receive vacation pay in lieu thereof.
- B. Employees who are laid off or die will be entitled to be paid in lump sum the unused vacation and/or personal holidays provided for in Sections 6.1 and 5.5.A, respectively.
- C. Employees who retire while in service will be entitled to take or be paid in lump sum the vacation provided for in Section 6.1.
- D. Employees who retire with less than 10 (ten) years of service will not be permitted to take vacation days following their last day worked. Any entitlement for unused vacation days shall be paid in lump sum in the employee's final paycheck.
- E. Employees who resign are not permitted to run-out vacation or personal leave between the date of resignation and his/her resignation date or thereafter. Employees will be paid in a lump sum the unused prorated vacation and/or personal holidays provided for in this section.

ARTICLE 7
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY

- 7.1 "Sick Leave" is defined as an approved absence of an employee from work by reason of his/her illness or accident which is non-work connected and not compensable under the Workers' Compensation Laws of Pennsylvania.
- 7.2 All full-time employees shall be granted sick leave as follows:
- A. Upon presentation of satisfactory evidence (the Medical Documentation for Non-Work Related Absences Form) of illness or injury of such nature and severity as to make an employee unable to perform his/her regular duties, or other duties established by the Township. No sick leave shall be granted unless, if requested by the Township, a suitable statement from a qualified physician (the Medical Documentation for Non-Work Related Absences Form), attesting to the disability of the employee, is furnished to the Township.
 - B. Sick leave shall be paid at the employee's regular straight time rate of pay.
 - C. Employees shall adhere to the Township's written policy entitled "Sick Leave Program and Policy."
 - D. Paid time off for sick leave shall be granted only to the extent earned under the following schedule:
 - 1. One (1) day of sick leave shall be earned for each month of continuous full-time service after completion of three (3) months of employment up to one (1) calendar year of service.
 - 2. Employees with more than one (1) but less than five (5) years of continuous full-time service shall be eligible for up to thirty (30) days of sick leave per calendar year.
 - 3. Employees with five (5) or more years of continuous full-time service shall be eligible for sixty (60) days of sick leave per calendar year.
 - 4. Crossing Guards shall be eligible for one (1) paid sick leave day per calendar year for each three (3) years of service up to a maximum of eight (8) sick days. A physician's certification shall be required to substantiate each absence. Pay for a sick day will be based on the regularly scheduled number of hours per day worked by the Crossing Guard.
 - 5. Employees, other than crossing guards, with less than three (3) months of continuous full-time service are not eligible for sick leave.
 - 6. A Crossing Guard who accepts a full-time position with the Township may utilize sick leave as follows:

ARTICLE 7
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY
(CONTINUED)

- (a) During the first three (3) months of continuous full-time service, the former crossing guard may utilize sick leave up to the amount earned, but not used, while a crossing guard.
- (b) The sick leave as granted in 7.2.D.6 (a) above does not carry over into the fourth month of service. In other words, after the first three (3) months of continuous full-time service, the employee's sick leave allotment shall revert back to 7.2.D.1 above, i.e. the employee receives the same allotment as all other newly hired full-time employees and no more.

- 7. Sick leave not used in any calendar year will not be accumulated from year to year.
- 8. In the event of an unclear or confusing medical situation and/or unclear confusing, conflicting, inconclusive or contradictory medical documentation, the Township has the sole discretion to require an employee to undergo an Independent Medical Examination (IME) at any time to determine whether the employee is able to work and under what conditions. The IME will be at the Township's expense with a physician mutually selected and agreed upon.

7.3 Employees unable to report for work at their regular time due to illness or injury shall:

- A. Notify their immediate supervisor, or a supervisory person designated by their supervisor, a minimum of thirty (30) minutes before the start of their shift but no more than twelve (12) hours before the start of their shift, stating the nature and estimated length of the illness or injury. Dispatchers are required to call in a minimum of one (1) hour before the start of their shift;
- B. Call in to said supervisor every day of the illness or injury, each time stating the nature and estimated duration of the illness. The supervisor may permit exceptions to the daily call-in requirement only in cases of long-term illness or injury;
- C. Be permitted to have someone else call in for him/her in case of serious illness or accident which prevents the employee from calling in him/herself. In such cases, however, the employee him/herself must also contact said supervisor as soon as the employee is able to do so;
- D. When a supervisor is unavailable to receive a call from an employee, the employee shall either leave a message on the supervisor's voice mail along with a telephone number where he/she can be reached or provide the same information

ARTICLE 7
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY
(CONTINUED)

to an employee expressly authorized to accept such messages on behalf of the supervisor.

7.4 Medical Permission Leave

Employees may use up to three (3) allotted sick leave days for the following purposes: medical appointments for either the employee or their dependent(s), including dentist visits, hospital or lab tests, etc.; attendance at home, the hospital or other medical facility with an ill or injured dependent. Upon request of the employee's supervisor or designee, the employee shall be required to present satisfactory evidence (the Medical Documentation for Non-Work Related Absences Form) of the medical circumstances that required the employee's absence.

- A. For the purposes of this Section (7.4), "Dependents" shall be defined as a member of their immediate family as defined in Section 8.1 namely, husband or wife, child, parent, brother, sister, or grandparent, or for any other relatives who reside in his/her household.
- B. After an employee uses his/her three (3) annual Medical Permission Leave days, the employee will not be permitted to utilize sick leave for purposes as described in this Section 7.4. The employee may request that this time off be charged against any available vacation and/or personal holiday leave.
- C. Medical Permission Leave may be taken in tenths of an hour.
- D. An employee who must undergo regular medical treatments during working hours for life-threatening diseases or disabilities (on the same magnitude as chemotherapy or kidney dialysis) shall be permitted to utilize their sick leave for this purpose.

7.5 Perfect Attendance

- A. Full-time employees who do not use any sick leave, including Medical Permission leave, in the calendar year, January 1st through December 31st, and who have been employed one (1) full calendar year, will be eligible to receive one (1) day, seven and one-half (7.5) or eight (8) hours Perfect Attendance (PA) time or a \$50 PA payment.
- B. The first calendar year an employee will be eligible for the PA time or payment will be in 2008 based on 2007 attendance and then each respective year in 2009 and 2010. In order to qualify for a PA payment or day off, a full-time employee must be in an "active employee" status as of December 31st. This means that a full-time employee whose employment with the Township is terminated for any reason (retirement, resignation, disability, involuntary termination or death) prior

ARTICLE 7
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY
(CONTINUED)

to December 31st of any given year is not eligible to receive the PA payment in the following year. PA payments will be paid at the beginning of each calendar year.

- C. A full-time employee on a work related injury or leave without pay for more than ninety (90) days during a calendar year will not be eligible for a PA payment.

7.6 Short Term Disability

- A. A full-time employee who has been certified by a qualified medical physician as being unable to perform the duties of his/her position due to a non-work related accident, injury or illness may request Short Term Disability (STD) benefits as follows:
1. Beginning on the twenty-first (21st) work day of an incapacity (of which 20 days are unpaid if the employee has previously exhausted all other paid leave), the employee is eligible to receive a percentage of his/her regular straight time rate of pay for up to 180 calendar days (except as provided for in Section 7.6.A.3) until he/she returns to work, is capable of returning to work or until he/she becomes eligible for LTD whichever comes first. (LTD means long term disability coverage as otherwise provided for by the Township.) The percentage of an employee's salary he/she receives is based on years of continuous full-time completed service as specified below:

Less than one year of service	0%
One to four years of service	50%
Five to nine years of service	60%
Ten to fourteen years of service	70%
Fifteen to nineteen years of service	80%
Twenty plus years of service	90%
 2. Prior to receiving STD benefits, an employee must use all sick and vacation leave as well as personal holidays.
 3. The Township will provide up to a sixty (60) day extension from the 180th day of the date of incapacity where said employee will continue to be paid STD at the appropriate STD percentage for employees who certify that they have not reached their maximum medical improvement and will be able to return to full duty, perform their essential job functions, without restrictions, as substantiated by the employee's treating physician. The Township reserves the right to have the employee immediately undergo an

ARTICLE 7
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY
(CONTINUED)

independent medical examination (IME) pursuant to the Township "Independent Medical Examination" policy.

4. In addition, to receive STD benefits an employee must provide the Township with a certification from a qualified physician verifying the employee's incapacity to perform the duties of the employee's position or other duties as established by the Township. The Township reserves the right to require that any employee who requests STD be examined by a physician of the Township's choosing at the Township's expense.
 5. In the event of conflicting opinions from examining physicians, the Township at its sole discretion may require the employee be examined by a third physician and/or make a final determination regarding the employee's eligibility for STD benefits. The Township may request such medical updates concerning an employee's condition and expected date of return to work as deemed reasonable by the Township. The Township may require an employee to be examined by a physician of the Township's choosing at any time during the STD period.
 6. In the event of any unresolvable differences applicable to the STD program, the Township reserves the right to deny STD benefits.
- B. The Township will continue health insurance coverage, as otherwise provided for in this agreement, until STD payments cease (see Section D below). After STD, if an employee has not returned to work he/she has the option of purchasing health insurance coverage through the Township in accordance with applicable state and federal laws (i.e. COBRA), or choosing to no longer be covered by health insurance through the Township.

In the event an employee does not return to work after STD, the Township may recover its share of health insurance premiums paid on behalf of the employee during the entire period of STD unless the reason the employee does not return is due to the employee's continued incapacity.

- C. No benefits accrue while on STD, although employees on STD will be paid for Township Holidays that occur while they are on STD at the appropriate percentage of STD pay and hours. Upon return to regular duty, or other duties as established by the Township, an employee will be credited with salary increases, if any, and leave allotments. Upon an employee's return to work for a minimum of twenty (20) work days exclusive of any absences, salary increases will be paid retroactive to the date on which the employee was scheduled to receive the increase if the employee had not been on STD. Paid leave allotments for the current calendar year will be restored retroactive to the date on which the

ARTICLE 7
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY
(CONTINUED)

employee was scheduled to receive the leave if the employee had not been on STD.

- D. Payments cease when the earliest of the following occurs:
1. the employee returns to work;
 2. the employee is physically capable of returning to work as certified by a qualified physician;
 3. the employee becomes eligible for Long Term Disability (LTD);
 4. the employee begins receiving payments from any other source; e.g. Workers' Compensation, Township LTD, other long term disability plan(s); or
 5. the employee has been out of work for 180 calendar days (except as provided for in Section 7.6.A.3).
- E. An employee on STD who receives Workers' Compensation payments, payments from a separate disability insurance policy, or compensation from working a second job must reimburse the Township for all STD payments paid to the employee for the same period of time as covered by the other source(s).
- F. In order to return to work after STD leave, an employee must provide the Township with written certification by a qualified medical physician that he/she is once again able to perform the duties of his/her position.
- G. In the event of an unclear or confusing medical situation and/or unclear confusing, conflicting, inconclusive or contradictory medical documentation, the Township has the sole discretion to require an employee to undergo an IME at any time to determine whether the employee is able to work and under what conditions. The IME will be at the Township's expense with a physician mutually selected and agreed upon.
- 7.7 Sick leave and STD benefits shall be granted only for bona fide incapacity. Any fraud on the part of the employee in accepting sick leave pay under other circumstances shall be cause for discharge.
- 7.8 **Long Term Disability (LTD)**
- A. An employee who has been certified by a qualified medical physician as being unable to return to work and perform the duties of his/her position (substantiating said employee's continued incapacity) due to a non-work related accident, injury or illness may apply for LTD benefits.
 - B. An employee who is partially or totally disabled is eligible for LTD benefits after a 180 calendar day elimination period (except as provided for in Section 7.6.A.3)

ARTICLE 7
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY
(CONTINUED)

from the date of incapacity. Said employee may apply for LTD consideration during his/her 180 calendar day waiting period through the Department of Human Resources.

- C. Said employee must complete the necessary paperwork from the insurance carrier, provided by the Department of Human Resources, which includes statements from a qualified medical physician, the employee, and the Township. The employee's claim will be reviewed and a determination made by the insurance carrier.
- D. Upon approval by the Insurance carrier, the employee will be eligible to receive sixty percent (60%) of monthly earnings as of the date of incapacity as defined by the insurance carrier.
- E. Upon the completion of the 180 calendar day elimination period (except as provided for in Section 7.6.A.3) from the date of incapacity, all compensation and benefits shall cease including employment. Said employee has the option of purchasing health insurance coverage through the Township in accordance with applicable state and federal laws (i.e. COBRA), or choosing to no longer be covered by health insurance through the Township.

ARTICLE 8 OTHER PAID LEAVE

8.1 Bereavement Leave

A full-time employee shall be entitled to leave of absence with pay at his/her regular rate for a maximum of up to three (3) work days in the case of death in his/her immediate family, namely, husband or wife, child, parent, brother, sister, grandparent, or other relative residing in his/her household. The leave of absence shall be taken during the period between the date of death and the day following burial, both inclusive, and provided further that the employee offers valid proof of death and relationship upon request. An employee eligible for bereavement leave who must travel over 200 miles one-way to attend a funeral of an immediate family member shall be granted one (1) additional day leave of absence with pay, provided that, upon request by the Township, the employee offers valid proof of the location of the funeral. A maximum of one (1) work-day of leave will be granted for the death of a mother/father in-law or an aunt/uncle related to the employee by blood (not an aunt or uncle of an employee's spouse).

8.2 Jury Duty

A full-time employee who serves on jury duty shall be compensated by the Township in the amount of the difference between his/her regular rate for regular scheduled work days lost and the amount received as juror's fees, provided he/she is prepared to offer valid proof of such jury duty and the amount received as juror's fees upon request of the Township. Whenever the employee is temporarily excused from such jury duty by the Court on his/her scheduled work day, he/she must report to work to complete their work shift unless otherwise excused by his/her supervisor. The employee will be permitted to first return home, as necessary, to change clothes and/or pick up required tools, equipment, etc. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Department of Human Resources and the Township may request that the employee be excused or exempted from such jury if, in the opinion of the Township, the employee's services are essential at the time of proposed jury service.

8.3 Military Leave (Reserve Duty)

A full-time employee who is ordered to attend annual encampments, training or is called up for active duty in the Armed Forces, Armed Forces Reserves, State or National Guard will be granted a leave of absence for the period of such duty and will be paid at his/her regular straight time hourly rate, exclusive of overtime and shift differential, for the number of days provided for by applicable State or Federal law. To qualify for such pay, the employee is required to present a copy of his/her orders for training or active duty to the Township as far in advance as possible.

Employees will be provided up to fifteen (15) days (120 hours) of paid military leave in accordance with federal and state law.

**ARTICLE 8
OTHER PAID LEAVE
(CONTINUED)**

8.4 **Work Related Leave of Absences**

Upon an employee becoming eligible for Workers' Compensation payments under the Pennsylvania State Workers' Compensation Law, the Township will limit supplemental injury leave pay so that the employee continues to receive his/her average weekly take-home pay. Employment will be terminated when an employee injured while on-duty, must be capable of returning to his/her position within two (2) calendar years from the date of commencement of the leave for the injury regardless of whether the injury is determined to be a new injury or a continuation/re-aggravation of a pre-January 1, 1999 injury. "Two (2) years" will be defined as 104 work weeks or 522 work days, including holidays, of missed work. Upon an employee's return to full-time active status after one (1) year from the date of injury, all paid leave (vacation, personal holidays and sick leave) will be pro-rated.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 A grievance shall be defined as any difference between the parties regarding the interpretation or application of any of the provisions of the collective bargaining agreement. Such difference shall be treated as a grievance and an earnest effort shall be made to settle such difference immediately through the following procedure:

Step One: Within seven (7) working days after the occurrence of an event upon which a grievance is based, the grievance shall be presented orally to the grievance's immediate Supervisor.

Step Two: If a satisfactory adjustment cannot be reached between the employee and his/her Supervisor in Step 1, or if no oral answer from the Supervisor is given within two (2) working days after submission of the grievance as provided in Step 1, the same grievance may be resubmitted by the employee to the Management/Supervisory Employees. In Step 2 the grievance shall be reduced to writing and the following information shall be stated with reasonable clearness: The exact nature of the grievance, including the act or acts complained of, and when they occurred; the names of the persons involved; the identity of the employee or employees who claim to be aggrieved; the Sections of this Agreement which the employee or employees claim the Township has violated and the remedy they seek. The Step 2 resubmission shall be made within ten (10) working days after receipt of the Supervisor's answer in Step 1, or within ten (10) working days from the deadline for the Supervisor's answer in Step 1, whichever occurs first. At any meeting with the employee to consider the grievance, the employee may have present a representative of the Association.

Step Three: If a satisfactory adjustment cannot be reached between the parties at the Step 2, or if no answer from the Management/Supervisory Employees is given within five (5) working days after resubmission of the grievance under Step 2, the employee may, within seven (7) working days from the date the answer is received or from the date the answer was due from the Department Head, whichever occurs first, resubmit the grievance to the Township's Director of Human Resources. At any meeting to consider the grievance at Step 3, the employee may have present a representative of the Association.

- 9.2 Whenever in the judgment of the Township Director of Human Resources the matter should either be resubmitted to the Supervisor level for further consideration, or should first be passed upon by the Supervisor, he/she may proceed accordingly. In all instances, the Director of Human Resources shall notify the employee involved. There shall be a ten (10) working day limit at the Director of Human Resources' step.
- 9.3 It is understood and agreed that the specific, assigned role and function of the Township Director of Human Resources is to deal particularly with grievances and clarifications of matters, as outlined herein, on behalf of the Township, and that accordingly such role and function is not to be bypassed or eroded. Accordingly, if a matter is not settled or clarified at the level of the Director of Human Resources and if such matter involves, in the sole judgment of the Township Manager, broad policy questions affecting employees

ARTICLE 9
GRIEVANCE PROCEDURE
(CONTINUED)

other than the employee raising the matter, then such matter may be directed to the attention of the Township Manager for clarification or response.

- 9.4 If a satisfactory settlement of a grievance cannot be reached between the parties at Step 3 of the Grievance Procedure, the Association may, within twenty (20) working days from the receipt of the Township's Step 3 answer request that the grievance be arbitrated. Such written request to arbitrate shall set forth (i) the specific action or non-action claimed to constitute a violation of this Agreement, (ii) the specific provision or provisions (section or sections, paragraph or paragraphs) of this Agreement claimed to be violated, and (iii) the specific relief requested and the specific employee or employees for whom the relief is requested. Should either party wish to rely on any other provision of the contract in its presentation of the case, it will notify the other party at least thirty (30) days prior to the first scheduled hearing.
- 9.5 Following the notice of request to arbitrate referred to in 9.4, the Association or the Township shall submit the case to the American Arbitration Association for processing and selection of an arbitrator under its Labor Arbitration Rules.
- 9.6 Only a single grievance or related grievances arising out of the same factual situation may be heard by the arbitrator at one time unless otherwise mutually agreed upon by the Association and the Township. The Association shall make the final determination as to whether or not any grievance involving employees in the bargaining unit shall be processed and whether or not any grievance in process shall be settled.
- 9.7 The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall he/she substitute his/her discretion for that of the Township or the Association where such discretion has been retained by the Township or the Association; nor shall he/she exercise any responsibility or function of the Township or the Association. No questions affecting the negotiated wage structure of the Township shall be arbitrable, and the arbitrator may not establish or change any wage scales, except as provided in Section 4.8.

The arbitrator's award shall be made in writing and shall be rendered within thirty (30) calendar days after the closing of the proceedings.

- 9.8 Any claims including claims for back wages by an employee covered by this Agreement shall not be valid for a period prior to the date the grievance was first filed in writing except when the employee, by the exercise of reasonable diligence, could not have learned of the incident giving rise to the grievance at an earlier date.

Any award of back wages shall be limited to the amount of wages the employee would otherwise have earned from his/her employment with the Township during the periods as above defined, less any unemployment or other compensation for personal services that he/she may have received from any source during the period, except for compensation

**ARTICLE 9
GRIEVANCE PROCEDURE
(CONTINUED)**

received by the employee from a second job which he/she regularly held prior to the date of the disciplinary action which resulted in the loss of earnings and out of which the grievance arose.

- 9.9 No arbitrator may make any award which in effect gives the grievance, the Association or the Township anything they or it bargained for, but failed to get during negotiation.
- 9.10 It is agreed that failure to take a grievance to the next higher step of the Grievance Procedure or to Arbitration within the time limits specified shall be construed as meaning that the grievance was settled at the preceding step of the Grievance Procedure.

At the completion of Steps Two and Three, written notice of the Management/Supervisory Employees' or Director of Human Resources' response shall be given to the employee and the Association's President.

The time limits set forth in the Grievance and Arbitration procedures may be extended in a particular instance by mutual agreement of the Township and the Association confirmed in writing.

- 9.11 The fees and expenses of the arbitrator shall be borne equally by the Township and the Association.

ARTICLE 10
NO STRIKES OR LOCKOUTS

- 10.1 For the duration of this Agreement, the Association, its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, sit-in, slow-down, cessation or stoppage of work, boycott, picketing, or other interference with or interruption of work at any of the Township's operations. In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sit-down, sit-in, slow-down, or stoppage of work, boycott, picketing, or other interference with or interruption of the operations of the Township occur, the Association shall immediately:
- A. Publicly disavow such action by the employees.
 - B. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
 - C. Post notices on the Association bulletin boards, advising that it disapproves such action.
- 10.2 In consideration of this no-strike pledge by the Association, for the duration of this Agreement, the Township shall not lockout its employees.
- 10.3 Any employee who violates the provisions of this Article 10 may be made the subject of disciplinary action, including discharge.
- 10.4 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

ARTICLE 11
PAYROLL WITHHOLDING

- 11.1 It is agreed that the Township, in its sole discretion, may or may not offer payroll deduction plans or other payroll-related services. Except for funds deducted for the pension plan, it is also understood that the Township shall not be liable, directly or indirectly, for any risks associated with a payroll deduction plan or other payroll-related service or the acts of any other institution or group involved in such deduction or service.
- 11.2 The Association shall submit to the Township a dated, signed consent by its members who are, or hereafter may be residents of Philadelphia who shall have agreed to having payroll deductions made for Philadelphia Wage Taxes commencing at the earliest practicable date. Such consents as well as any other documents and procedures involved, are subject to meeting the requirements of the City of Philadelphia and also must be acceptable to the Solicitor of the Township.
- 11.3 It being understood and agreed that the foregoing withholding is being implemented at the request of the Association and its members, and that the Township shall be acting solely in a ministerial capacity for the benefit of the Association members, the Township shall not be liable, directly or indirectly, for any depreciation, loss of values, selection of purchases or investments, or the acts of any institution or group.

ARTICLE 12 HEALTHCARE FOR ACTIVE EMPLOYEES

12.1 The Township's medical-surgical-hospitalization, dental, prescription, vision, group life and long-term disability programs shall be as follows for the term of this Agreement.

A. Eligibility

1. The waiting periods for the initiation of the benefits specified in this Article will be effective the first of the month as follows: (a) eligibility for Group Life Insurance and Long-term Disability Insurance, six (6) months; (b) eligibility for single coverage for medical-surgical-hospitalization, dental, prescription, and vision care, six (6) months; (c) eligibility for spousal or dependent medical-surgical-hospitalization, dental, prescription, and vision care, nine (9) months.
2. For the purpose of this Article, if an employee is hired from the first to the fifteenth day of a month, that month will be the first month of the waiting period. If an employee is hired on or after the sixteenth day of a month, the following month will be the first month of the waiting period.
3. After satisfying a three (3) month waiting period as defined in the previous paragraph, an employee may elect to receive single coverage for medical-surgical-hospitalization, dental, prescription, and vision care, provided such actual costs are deducted from his/her gross wages. After satisfying a six (6) month waiting period as defined in the previous paragraph, an employee may elect to receive spousal or dependent medical-surgical-hospitalization, dental, prescription, and vision care coverage provided that the difference between the cost of single coverage and spousal or dependent coverage is deducted from his/her gross wages.
4. With the approval of the Township, School Crossing Guards may participate in Township group health care benefit plans provided such actual costs are deducted from their gross wages.

B. Health Care Plans

1. All eligible employees hired prior to January 1, 2003 may enroll in one (1) of the following managed health care plans: Keystone HMO with two dollar (\$2) co-pays for doctors' office visits or Personal Choice (Option 5) PPO with a five dollar (\$5) co-pay for doctors' office visits.
2. Employees hired on or after January 1, 2003 are eligible to enroll in the Township's HMO plan: Keystone HMO, with ten dollar (\$10) co-pays for doctors' office visits.

ARTICLE 12
HEALTHCARE FOR ACTIVE EMPLOYEES
(CONTINUED)

3. All employees have the option to enroll in the Keystone Direct Point of Service (KPOS), C1/F1/01 Plan with ten dollar (\$10) co-pays for doctors' office visits.

C. Prescription Plan

1. Prescription at Retail:

The prescription amounts will be a thirty (30) day supply of drugs (or less if so prescribed) per one (1) co-pay at retail using a three (3) tier "Formulary" structure in which generic and formulary brand drugs are outlined on the formulary list designed and administered by the Preferred Benefit Manager (PBM). The co-pays are: \$7 for generic drugs, \$14 for brand drugs that are listed on the formulary list with no equivalent generic drug available, and \$20 for brand drugs that are not on the formulary list.

2. Prescription thru Mail:

The Mandatory Mail Program is required for maintenance drugs at two (2) times the retail co-pays for a ninety (90) day supply (generic drugs at \$14, brand drugs on the formulary list at \$28 and brand drugs not on the formulary list at \$40). Employees must use the mail order feature for prescriptions that require more than one refill. After the initial fill plus one (1) refill per medication per strength, the Plan will cover maintenance medication only through the Mail Order Program.

3. Member Pays the Difference/Generic Incentive:

When a brand drug has a generic drug available but the member chooses to use the brand drug, the member will have to pay the amount equal to the increased cost to the Township (which is called "member pays the difference" also known as "generic incentive").

4. Exclusions, Prior Authorization, Quantity Limits:

The prescription plan has some drugs which are excluded because they are either covered under the medical plan or used for cosmetic purposes; some drugs have set quantity limits and/or require prior authorization which is established by the Preferred Benefit Manager (PBM). Increases in quantity limit amounts must be authorized by the employee's physician and the PBM.

**ARTICLE 12
HEALTHCARE FOR ACTIVE EMPLOYEES
(CONTINUED)**

5. Specialty Program:

Certain expensive drugs, for example, injectables for chronic or genetic conditions, are excluded from the Township's medical plans. Instead, the employee is eligible to receive these "specialty" drugs through the mail, only.

6. Step Therapy Program:

The Step Therapy Program requires the use of one product before another can be obtained. For certain drugs a prior authorization may also be required to substantiate that continued use is medically necessary.

D. Dental Plan

The Township will provide dental benefits to full-time employees. For dental coverage the Township will provide orthodontics, prosthetics, periodontics at 100% of the usual customary allowance (UCR) with a \$1,500 maximum lifetime payment per dependent for orthodontics and no maximum annual payment per person.

E. Vision Plan

The Township will provide vision exams, lenses and frames once every twenty-four (24) months, frame coverage of \$60. Lens coverage will include solid or gradient lens tints, ultra violet (UV) protective coating and premium two (2) year scratch protection, or contact lens coverage of \$200.

F. Hearing Aids

The Township will reimburse a maximum of \$300 once every thirty-six (36) months towards hearing aid devices.

G. Wellness Programs

The Township may require mandatory participation in wellness programs for all employees including educational classes on smoking cessation, nutrition, and exercise that would lead to healthier lifestyle choices. Classes will be held during normal working hours.

12.2 Wrap-Around Plan and Coordination of Benefits

- A. The "Wrap-Around Plan" will implement the "coordination of benefits (COB)" whereby any bargaining unit employee married to any other Township employee

ARTICLE 12
HEALTHCARE FOR ACTIVE EMPLOYEES
(CONTINUED)

(whether part of the bargaining unit or not) must enroll in the same health care plan as his/her spouse. For example, an employee cannot enroll in Personal Choice if his/her spouse is enrolled in Keystone. In addition, no employee can be enrolled in more than one (1) Township healthcare plan.

- B. The “wrap-around plan” also requires that, within the selected plan, employees married to one another must enroll in a plan level’s coverage with the lower cost to the Township. For example, the employees must enroll as “employee/spouse” rather than two (2) “single” plans, if less expensive.
- C. Married Township employees will not be permitted any “double coverages” whereby both employees may have “family” coverage for extended benefits, i.e. dental, prescription and/or vision.

12.3 Employee Healthcare Co-Payments

- A. All eligible employees enrolled in any of the Township’s HMO or PPO healthcare plans shall contribute five and one-quarter percent (5.25%) of the total annual premium for core medical coverage, prescription, dental and vision benefits for him/herself, spouse and/or dependents.
- B. All eligible employees, including employees hired on or after January 1, 2007, who enroll into the KPOS, C1/F1/01, shall contribute four percent (4.0%) of the total annual premium for core medical, prescription, dental and vision benefits for him/herself, spouse and/or dependents.
- C. The contribution for all employees will be a percentage of the current year’s annual premium except that there shall be a ten percent (10%) rolling cap on the contribution using 2007’s contribution as the base year. For example, the employee’s 2008 contribution for the same coverage shall be no more than 10% greater than the 2007 contribution; 2009’s contribution for the same coverage shall be no more than 20% greater than the 2007 contribution; 2010’s contribution for the same coverage shall be no more than 30% greater than the 2007 contribution.

12.4 Section 125 – Flexible Benefit Plans

All such contributions deducted during the term of this Agreement shall be payable through a Township plan which meets the requirements of Section 125 of the Internal Revenue Code of 1986 ("Code"), as amended, to the extent allowable under that Code section and other applicable law and to the extent that favorable tax treatment under the Code is available to the Township and its employees. All expenses of the Third Party Administrator (TPA) will be paid by the participants on a pro-rata basis unless otherwise determined by the Township Manager. The Township reserves the sole right to select the

ARTICLE 12
HEALTHCARE FOR ACTIVE EMPLOYEES
(CONTINUED)

TPA and to limit the opportunity for payroll deduction changes to twice per year unless federal law is more restrictive.

- 12.5 The Township retains the right to determine which insurance carrier it desires to use to provide the above benefits so long as the resulting coverage represents an equivalent level of overall benefit as mutually determined by the Township and the Association.

12.6 **Decline of Healthcare Coverage – Opt-Out Waiver Program**

- A. The Township shall provide each eligible employee the opportunity to choose to entirely drop or decline coverage for core medical and/or extended health benefits, if coverage for the employee and his/her spouse and dependents can be obtained through the employer of the employee's spouse or through other means. An employee who declines Township provided medical coverage and/or extended health benefits (vision, dental, prescription) shall receive fifty percent (50%) of the Township's share of the actual premium cost savings of the least expensive medical and/or extended benefit plan that he/she has declined. Such monthly amount shall be paid in the first full pay period of the following month.
1. For employees hired prior to January 1, 2003, the least expensive plan will be evaluated in accordance with the premiums of the PPO and HMO \$2 Plan.
 2. For employees hired between January 1, 2003 and December 31, 2006, the least expensive plan will be evaluated in accordance with premiums of the HMO \$10 Plan.
 3. For employees hired on or after January 1, 2007, the least expensive plan will be evaluated in accordance with the premiums of the HMO \$10 and KPOS C1/F1/01 Plans.
- B. The Township retains the right to determine which insurance carrier it desires to use to provide the above benefits so long as the resulting coverage represents an equivalent level of overall benefit.
- C. Should any of the extended benefit plans change during the course of this contract, so that an employee cannot opt-out of an extended benefit without also opting out of the core medical benefit, then the opt-out provision will be similarly designed.
- D. In order to opt-out of the health care benefits, an employee must sign a waiver and show proof of core coverage elsewhere (not Township coverage).

ARTICLE 12
HEALTHCARE FOR ACTIVE EMPLOYEES
(CONTINUED)

- E. An employee who opts out of medical benefits will be eligible to re-enroll during the annual open enrollment period, or to re-enroll as a late entry should the employee lose his/her outside health benefits as the result of a life event as defined by the insurance provider.
- F. Re-entry into extended benefit plans will require a waiting period.
- G. In cases where the Township employs both spouses, the opt-out will not apply unless health coverage is provided by a source other than the Township.
- H. An employee who receives only extended benefits shall contribute at the five and one-quarter percent (5.25%) rate, with the ten percent (10%) rolling cap concept.

12.7 Life Insurance

- A. The face value of Township-paid life insurance for active employees is \$50,000.
- B. The Township provides Accidental Death & Dismemberment insurance for all active employees in the amount of their active life insurance if an employee sustains a loss that is a direct result of an accidental injury, independent of other causes, as reviewed and approved by the Township's insurance carrier. The Township reserves the sole right to select the insurance carrier.
- C. The Township will maintain a supplemental life insurance plan. All premium and plan costs other than internal Township administrative costs shall be paid by the participants. The Township reserves the sole right to select the insurance carrier and to limit the opportunity for payroll deduction changes to twice per year unless federal law is more restrictive.

ARTICLE 13

HEALTHCARE FOR RETIRED EMPLOYEES

13.1 Retiree Health Insurance

- A. For employees retiring at or after their “normal retirement age,” but prior to age 65, and that have at least five (5) years of consecutive full-time service immediately prior to retiring, the Township will provide and pay all medical premiums for husband/wife coverage through the retiree HMO plans until the retiree reaches age 65, becomes eligible for Medicare, or the retiree dies, whichever occurs first. If the spouse of the retiree is age 65 or over age 65, at the retirement of the employee, or reaches age 65 prior to the retiree, the spousal medical benefits cease when the spouse reaches age 65. This coverage shall be secondary to any other medical-surgical-hospitalization coverage to which the employee is entitled and will be discontinued for any employee who is covered by substantially the same coverage. To be eligible for the above coverage, the retired employee must keep the Township informed concerning his/her medical-surgical-hospitalization coverage.
- B. Employees retiring in 2007 at or after their “normal retirement age” and before 65 years of age, and who have at least five (5) years of consecutive full-time service immediately prior to retiring, shall contribute ten percent (10%) of the total annual premium for core medical and prescription benefits for him/herself and/or spouse.
- C. Employees retiring in 2008 or thereafter at or after their “normal retirement age” and before 65 years of age, and who have at least five (5) years of consecutive full-time service immediately prior to retiring, shall contribute twelve percent (12%) of the total annual premium for core medical and prescription benefits for him/herself and/or spouse.

13.2 Retiree Prescription Coverage

A. Prescription at Retail:

The prescription amounts will be a thirty (30) day supply of drugs (or less if so prescribed) per one co-pay at retail using a three (3) tier “Formulary” structure in which generic and formulary brand drugs are outlined on the formulary list designed and administered by the Preferred Benefit Manager (PBM). The co-pays are: \$7 for generic drugs, \$14 for brand drugs that are listed on the formulary list with no equivalent generic drug available, and \$20 for brand drugs that are not on the formulary list.

B. Prescription thru Mail:

The Mandatory Mail Program is required for maintenance drugs at two (2) times the retail co-pays for a ninety (90) day supply (generic drugs at \$14, brand drugs on the formulary list at \$28 and brand drugs not on the formulary list at \$40).

**ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)**

Employees must use the mail order feature for prescriptions that require more than one refill. After the initial fill plus one (1) refill per medication per strength, the Plan will cover maintenance medication only through the Mail Order Program.

C. Member Pays the Difference/Generic Incentive:

When a brand drug has a generic drug available but the member chooses to use the brand drug, the member will have to pay the amount equal to the increased cost to the Township (which is called “member pays the difference” also known as “generic incentive”).

D. Exclusions, Prior Authorizations, Quantity Limits:

The prescription plan has some drugs which are excluded because they are either covered under the medical plan or used for cosmetic purposes; some drugs have set quantity limits and/or require prior authorization which is established by the Preferred Benefit Manager (PBM). Increases in quantity limit amounts must be authorized by the employee’s physician and the PBM.

E. Specialty Program:

Certain expensive drugs, for example, injectables for chronic or genetic conditions, are excluded from the Township’s medical plans. Instead, the employee is eligible to receive these “specialty” drugs through the mail, only.

F. Step Therapy Program:

The Step Therapy Program requires the use of one product before another can be obtained. For certain drugs a prior authorization may also be required to substantiate that continued use is medically necessary.

13.3 **Retiree Life Insurance**

The face value of Township-paid life insurance for retirees is \$10,000. An employee must have reached normal retirement age and must have five (5) years of consecutive full time service immediately prior to retiring.

13.4 **Healthcare Reimbursement Account (HRA)**

- A. A retiree can choose to opt-out of the Township’s group medical healthcare, or prescription or both medical and prescription coverages because of other coverage through a new job or through a spouse’s coverage or other means in favor of the Township’s contribution of dollars to a HRA.

ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)

- B. An HRA is similar to a Section 125 Healthcare Flexible Spending Account but funded entirely with Township contributions. Additional contributions by the retiree are not permitted. HRA's reimburse medical expenses defined in Internal Revenue Code (IRC) Section 213(d) as "medically necessary" including co-pays, deductibles, office visits, vision care expenses, prescriptions and dental expenses. HRAs can also be used to reimburse the cost of premiums paid for individual or group health coverage.
- C. The Township will contribute a set dollar amount per month to the HRA of each retiree who elects to opt out of Township Retiree medical only or prescription only or both medical and prescription. The monthly dollar amount will be determined by the extent of the retiree for that month under the Township's Retiree group healthcare benefit plan (medical only, prescription only, or no coverage).
- D. The monthly contribution will also be determined by the Retiree's marital status (single or married) at the time of retirement.
1. **Single:** The single contribution rate applies if the Retiree is single at the time of retirement. If the retiree should marry, the spouse will be ineligible for Township healthcare coverage. Therefore, this marriage will not change the HRA contribution rate from single to the husband and wife rate, but the Retiree may be reimbursed from the Retiree's account for eligible expenses incurred by a spouse whom the Retiree married after retirement.
 2. **Husband/Wife (H/W):** The H/W contribution rate applies only if the Retiree is married at the time of retirement. The H/W contribution rate reverts to the single reimbursement rate if the Retiree's spouse dies or if they divorce. It is the retiree's responsibility to notify the Township of divorce or the death of his or her spouse. The following are the contribution rates:

Option 1: Medical Only Opt-Out

Single: \$136.07/month. Effective January 1, 2008 an annual CPI increase to a maximum of five percent (5%) will be applied annually.

Husband/wife: \$313.11/month. Effective January 1, 2008 an annual CPI increase to a maximum of five percent (5%) will be applied annually.

ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)

Option 2: Prescription Only Opt-Out

Single: \$39.92/month. Effective January 1, 2008 an annual CPI increase to a maximum of five percent (5%) will be applied annually.

Husband/wife: \$91.82/month. Effective January 1, 2008 an annual CPI increase to a maximum of five percent (5%) will be applied annually.

Option 3: Medical and Prescription Opt-Out

Single: \$175.99/month. Effective January 1, 2008 an annual CPI increase to a maximum of five percent (5%) will be applied annually.

Husband/wife: \$404.93/month. Effective January 1, 2008 an annual CPI increase to a maximum of five percent (5%) will be applied annually.

CPI is measured by the Consumer Price Index (CPI) – Urban Wage Earners and Clerical Workers (CPI-W) for Philadelphia (1982 – 1984 = 100) for the twelve month period ending August 31st preceding the January 1st effective date of the adjustment.

E. Other features of the HRA program include the following:

1. A Retiree married to an active or retired Township employee cannot receive double coverage, i.e. be covered under a Township healthcare plan (active or retiree plan) and be eligible for contributions to an HRA.
2. A Retiree who opts-out of the Retiree Medical, and/or Prescription Plan coverages shall also have the option of obtaining Retiree Medical and/or Prescription Plan coverages and/or Dental and/or Vision Plans of his/her choice for his/her dependent children or spouse whom he/she married after retirement by paying the additional costs thereof.
3. The Retiree is not eligible for contributions for dependents (other than a spouse married to the Retiree at the time of his/her retirement).
4. Monthly contributions to the HRA for the Retiree and eligible spouse will cease with the contribution due for the month (through the end of the calendar month) in which the Retiree's 65th birthday occurs.

ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)

5. If the Retiree's spouse (to whom the Retiree was married at the time of retirement) predeceases the Retiree, or if the Retiree and spouse divorce, the Township's monthly HRA contribution will revert to the applicable single contribution rate in the following month. The Retiree is responsible for notifying the Township of these events, and the Retiree's account may be adjusted if too much is contributed because timely notification was not provided. If the amount in a Retiree's HRA account is insufficient to offset amounts which have been contributed for periods in which the Retiree is not eligible for a contribution, or otherwise contributed in error, the Retiree is responsible for repaying such erroneous contributions.
6. Each Retiree will be eligible for reimbursement of eligible healthcare expenses (including after-tax healthcare premiums and co-pays) for self and spouse from the Retiree's account up to the net amount then remaining in the Retiree's account balance. (Although there are no contributions for non-eligible spouses or dependents, the Retiree may submit eligible healthcare expenses incurred by these family members for reimbursement from the Retiree's account. The family member must, however, qualify as the Retiree's "dependent" under IRS rules.)
7. The Retiree must provide documentation to support the eligibility of claimed reimbursements. The HRA will not reimburse amounts paid on a before-tax basis for group health coverage.
8. Account balances that are not used in any Coverage Period will roll over and become part of the account balance available to cover expenses incurred during the next Coverage Period (see "Coverage Period" below).
9. Unused amounts in a Retiree's account are not credited with interest.
10. After reaching age 65 contributions will cease, but the Retiree may continue to draw on the account balance for self and spouse and dependents for eligible healthcare expenses incurred until the date on which the Retiree reaches age 73 or until the account is depleted, whichever occurs first (see "Coverage Period" below).
11. If a Retiree predeceases his/her spouse, that spouse may continue to draw on the account balance for reimbursement of eligible healthcare expenses incurred by the Retiree up to the time of the Retiree's death. If the account is not depleted, the spouse may continue to draw on the deceased Retiree's account balance for the spouse's or the Retiree's eligible dependents until the Retiree's account is depleted or until the date on which the Retiree would have reached age 73 had he/she survived, whichever occurs first (see "Coverage Period" below).

**ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)**

12. After all eligible healthcare expenses are reimbursed in the final Coverage Period, any funds remaining in the Retiree's HRA will revert to the Township.

F. Coverage Period

1. Except as described in the following paragraph, the Coverage Period is a twelve (12) month period, which coincides with the calendar year. No contributions will be made following the contribution due for the month in which the earliest of the following events occur:
- (a) the Retiree's death
 - (b) the date the Retiree "opts out" of the HRA (see "Opt in/Opt out" below)
 - (c) the Retiree's 65th birthday
2. However, under a special rule, the Coverage Period in which such event occurs will be extended until the date on which the Retiree's 73rd birthday occurs (or would have occurred, in the event of the Retiree's death). This extended Coverage Period is intended to define the period during which eligible claims for reimbursement may be incurred by the Retiree or the Retiree's spouse or eligible dependents for purposes of using up the remaining balance in the Retiree's HRA account. Therefore, for example, the Plan will allow for a spouse, upon the Retiree's death, to continue to draw from the account for expenses incurred until the date on which the Retiree would have reached age 73, with the final reimbursement submittals being made no later than the end of the Coverage Period as described above.

G. Reimbursement

Reimbursements from the HRA will be made three times a year, April 15th, August 15th, and December 15th. Reimbursements will generally be made in the indicated month for all eligible claims submitted with satisfactory documentation at least thirty (30) days prior to the beginning of the month. However, the Retiree must submit all eligible documentation for reimbursement by March 31st of the year following the calendar year in which the expense was incurred. Late submitted claims will be rejected.

H. Opt-In / Opt-Out

1. The Plan will permit Retirees to select the HRA account benefit at the time of retirement or to opt in at a later date if the Retiree obtains alternative group healthcare coverage before reaching age 65, and chooses

ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)

to opt out of part or all of his/her Township Retiree group healthcare benefits. Provided the Plan administrator is timely notified, HRA contributions will begin, at the applicable rate corresponding to the Retiree's marital status and election with respect to the Township's Retiree group healthcare benefits (medical only, prescription only, or no Township group healthcare benefits), as of the first of the calendar month which immediately follows the effective date of his/her decision to opt out of part or all of his/her Township group healthcare benefits.

2. Likewise, the Plan will permit Retirees to opt out of the HRA and be covered under the Township's Retiree group healthcare plan (at the level to which the Retiree would have been eligible at retirement) if the Retiree loses his or her alternative group healthcare coverage before reaching age 65. Provided the Plan administrator is timely notified, HRA contributions will cease (or be otherwise adjusted to correspond with the Retiree's election of Township group healthcare coverage (medical only, prescription only, or both) as of the calendar month in which the Retiree's coverage under the Township's group healthcare plan is first effective. A Retiree who opts out of the Township's Retiree group healthcare plan will be eligible to reenroll during the annual open enrollment period, or to reenroll as a late entry should the Retiree lose alternative healthcare benefits as the result of a life event as defined by the insurance provider.
3. If the Retiree opts out of the HRA, the Retiree's HRA account will remain intact until the Retiree depletes the account or until the end of the Coverage Period, whichever occurs first. Although no contributions will be made to the Retiree's account during all or a portion of a Coverage Period in which the Retiree has opted out, the Retiree may continue to draw down the account for reimbursement of eligible expenses, whether incurred before or during an "opt-out" year. (Please note that claims must be submitted by March 31st of the year following the calendar year in which the expense was incurred.)

I. Third Party Administrator

The Township will engage a third party administrator to maintain records of accounts and to make determinations on claims for reimbursement. The third party administrator will establish procedures for payment and its decision on claims for reimbursement will be final.

- J. Refer to the HRA Plan Document for more detailed information regarding the administration of the HRA.

ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)

13.5 **Out-of-Area (OOA) Healthcare Benefits**

- A. A Retiree who moves out of the area and who does not have network accessibility in the Retiree's new location, in accordance with Internal Revenue Code Section 106, the Township will reimburse for insurance premiums only up to a set dollar amount per month upon proof of the Retiree's eligible healthcare insurance coverage for the Retiree and/or spouse. The Township will reimburse up to a set dollar amount per month upon proof of eligible healthcare insurance coverage for the Retiree (and the Retiree's spouse, if applicable) covered by this labor agreement which will be paid three (3) times per year in arrears to the Retiree. The monthly reimbursement amount will be determined by the Retiree's marital status (single or married) at the time of retirement.
- B. It is the sole responsibility of the OOA Retiree to purchase a healthcare insurance policy or enroll in a healthcare insurance plan and to provide satisfactory proof of coverage to the Township of the Retiree's out-of-area coverage. No reimbursement benefit will be paid for any calendar month for which the Retiree fails to provide satisfactory proof of out-of-area health insurance coverage.
- C. If the Retiree marries after retirement, the monthly reimbursement benefit will not be increased from the single to the married amount. If the Retiree should get divorced from the spouse to whom he/she was married at the time of retirement, the monthly reimbursement will be reduced to the amount for single individuals, effective as of the month following the date of divorce. It is the responsibility of the Retiree to timely notify the Township of divorce, and to reimburse the Township for reimbursements made in excess of the single amount following divorce if such notice is not timely provided.
- D. The cost of coverage for a Retiree's dependents (other than a spouse married to the Retiree at the time of the retiree's retirement) are not covered by this OOA Retiree Healthcare Insurance Reimbursement Benefit.
- E. Reimbursement benefits for healthcare insurance for OOA Retirees will cease immediately following the month in which the Retiree's 65th birthday occurs.
- F. If the Retiree elects this out-of-area healthcare insurance reimbursement benefit and then elects to return to the Lower Merion area, the Retiree will be permitted to return to the Township's "Medical Plan" in accordance with the provisions of the labor agreement in effect at the Retiree's retirement and the plans then currently offered. In such event, the out-of-area healthcare insurance reimbursement benefit will cease, as of the first month in which coverage under the Medical Plan is effective.

ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)

- G. In the event the monthly cost of the Retiree's actual cost of monthly healthcare insurance (covering the Retiree and, if applicable, the Retiree's eligible spouse) is less than the maximum monthly reimbursement amount offered by the Township for that month, the Retiree will receive a reimbursement payment only for that actual amount. If the Retiree does not receive the maximum available reimbursement for a month, the "unused" reimbursement does not carry over and increase the amounts reimbursable for future periods.
- H. Township reimbursements will cease immediately following the month in which the Retiree 65th birthday occurs, or, if earlier, in the month in which the Retiree's death occurs. If the Retiree's spouse is eligible to extend coverage under the Retiree's healthcare policy or plan under COBRA, no amount of the COBRA premium will be reimbursable by the Township.
- I. The Retiree is only eligible for reimbursement of part or all of the cost of health insurance, which is the primary coverage of the Retiree and, if applicable, covers the Retiree's spouse as his/her dependent. Insurance covering the Retiree on a secondary basis is not eligible for reimbursement.
- J. An OOA is only eligible for reimbursement for the same type or types of healthcare insurance coverage that otherwise would have been provided under the Township's "Medical Plan" – that is, core medical and/or prescription coverage. Insurance for dental or vision coverage is not eligible for reimbursement.
- K. If the Retiree has coverage as a dependent through a group insurance plan of the Retiree's spouse's employer then neither the Retiree nor the Retiree's spouse is eligible for the out-of-area insurance reimbursement benefit. However, the Retiree may be eligible for Township's HRA benefit.
- L. Township Monthly OOA Reimbursement
1. Single: The single reimbursement rate applies if the Retiree is single at the time of retirement. If the retiree should marry, the spouse will be ineligible for Township healthcare coverage. Therefore, this marriage will not change the reimbursement rate to the husband and wife rate.
 2. Husband/Wife (H/W): The H/W reimbursement rate applies only if the Retiree is married at the time of retirement. The H/W reimbursement rate reverts to the single reimbursement rate if the Retiree's spouse dies or if they divorce. It is the retiree's responsibility to notify the Township of divorce or the death of his or her spouse.

**ARTICLE 13
HEALTHCARE FOR RETIRED EMPLOYEES
(CONTINUED)**

Option 1: Medical Only

Single: \$272.14/month
Husband/Wife: \$626.22/month

Option 2: Prescription Only

Single: \$79.84/month
Husband/Wife: \$183.64/month

Option 3: Medical and Prescription

Single: \$351.98/month
Husband/Wife: \$809.86/month

3. The amounts as outlined above shall increase in 2008, 2009 and 2010 up to a maximum of 10% for each year based on that year's cost increases to the Township's applicable retiree healthcare insurance plan(s). The Retiree must show continued proof of any and all premium costs subject to the annual premium rate renewals each respective year.
4. A Retiree married to an active or retired Township employee cannot receive double coverage, i.e. be covered under a Township plan and receive an out-of-area reimbursement.

M. Reimbursement

Reimbursements for out-of-area healthcare insurance coverage will be made three (3) times per year, April 15th, August 15th and December 15th from the Township to the Retiree with proof of paid, eligible insurance premiums. Reimbursements will generally be made in the indicated month for all eligible premiums submitted with satisfactory documentation at least thirty (30) days prior to the beginning of the month. However, the Retiree must submit all eligible documentation for reimbursement no later than March 31st of the year following the coverage period, which will be January 1st through December 31st. Late submitted claims will be rejected.

N. Coverage Period

This out-of-area healthcare insurance reimbursement benefit will remain in effect until an eligible Retiree attains age 65 or dies.

- O. Refer to the OOA Plan Document for more detailed information regarding the administration of the OOA.

ARTICLE 14 PENSION PLAN

14.1 Pension

A. Eligibility

1. Employees hired prior to January 1, 2007 shall be eligible to join the pension plan when the employee completes ninety (90) continuous days of eligibility service beginning on the first day of the employee's employment.
2. Effective January 1, 2007, all full-time new hires are required to participate in the pension plan on the first day of the employee's employment.
3. Participants will only have the opportunity to rejoin the plan on January 1st of each year.

B. Participant Contributions

1. Effective January 1, 2007 based on years of service in the pension plan, all employees hired prior to January 1, 2003 will contribute as outlined:
 - 0 to 4.99 Years of Credited Service – 4% of Salary
 - 5.00 to 9.99 Years of Credited Service – 2% of Salary
 - 10.00 to 24.99 Years of Credited Service – 1% of Salary
 - Over 25.00 or more Years of Credited Service – 0% of Salary
2. Effective January 1, 2009 based on years of service in the pension plan, all employees hired prior to January 1, 2003, if any future actuarial valuation by the Fund's designated actuary determines that the Fund's revenue sources, including State funding and not including contributions by the Township, are insufficient and contributions from any other source are necessary to satisfy the 2009 required contribution of the Fund, employee pension contributions beginning January 1, 2009 shall be increased as follows:
 - 0 to 4.99 Years of Credited Service – 4% of Salary
 - 5.00 to 9.99 Years of Credited Service – 2% plus up to a maximum of an additional 2% of Salary
 - 10 to 24.99 Years of Credited Service – 1% plus up to a maximum of an additional 2% of Salary
 - Over 25.00 Years of Credited Service – up to a maximum of 2% of Salary
3. Employees hired on or after January 1, 2003 will contribute 5% to the pension plan.

**ARTICLE 14
PENSION PLAN
(CONTINUED)**

C. Vesting

Employees will be one hundred percent (100%) vested in the pension plan after five (5) years of service in the plan.

D. Pension Calculation Methods

For retiring employees the pension is calculated using the following two (2) methods:

1. 1.4% multiplied by Final Average Salary (FAS) multiplied by years of credited service up to thirty-five (35) years.
2. 2.0% multiplied by FAS, multiplied by years of credited service up to twenty-five (25) years.
 - (a) The employee shall receive a pension based upon the highest of the two (2) calculation methods noted above.
 - (b) All employees hired on or after January 1, 1995 shall only be eligible for the first pension calculation method noted above (1.4% x FAS x credited years up to 35).
3. Normal Retirement Age is age sixty (60) for employees who work forty (40) hours per week and age sixty-three (63) for employees who work thirty-seven and one-half (37.5) hours per week. Early Retirement Age is age fifty-five (55) for all employees.
4. Early Retirement Benefit is the amount of an employee's early retirement benefit that shall be reduced by one-quarter of one percent (0.25%) for each full calendar month by which the employee's early retirement precedes their normal retirement age.

E. Final Average Salary (FAS)

The Township will calculate the employee's final average salary during his/her final thirty-six (36) months of employment in accordance with current procedures whereby the first calendar year of the calculation is pro-rated. Further, for an employee paid in a lump sum in lieu of using his/her remaining paid leave prior to retirement date, the calculation will add the days representing the lump sum to the actual retirement date to create a new effective date for final average salary for employees who have lost substantial time during the last thirty-six (36) months of their employment due to a work-related injury, the final average salary used for

**ARTICLE 14
PENSION PLAN
(CONTINUED)**

the purposes of calculating the initial monthly pension payments shall be the highest thirty-six (36) consecutive months of the last seventy-two (72) months.

F. Survivors

Effective for all employees under age 50 who die while on duty in active status as a full-time Township employee, the surviving spouse, if any, of the deceased employee will be eligible to receive 50% of the pension benefit the deceased employee would have been eligible to receive if the deceased employee had been of sufficient age to retire, based upon credited service accrued as of the date of death. With the exception of the death in service requirement (dies while on duty in active status as a full-time Township employee), this benefit is intended to provide employees under age 50 with the same benefits as that provided to employees over age 50. As such, employee eligibility and the spouse's benefit will be subject to the pension plan provisions governing pre-retirement death benefits for employees age 50 and older.

G. Buy-Back

Employees shall be eligible to purchase past pension service credit they otherwise would have accrued prior to January 1, 1999 (assuming eligibility) had they been enrolled in the Township's Non-Uniformed Pension Plan during their prior full-time employment with the Township. For each year of prior pension service that is purchased, the buyback rate shall be the employee pension contribution rate in effect at the time of the prior service (2%: 1989 and beyond; 3%: 1987-1988; 5%: pre 1987), multiplied by the employee's annual current year compensation in effect at the time of the buyback, plus a 3% interest rate calculation. The Township reserves the right to establish rules and regulations that further define eligibility, method of payment, timeframes, etc.

- 14.2 The index utilized by the Township to calculate the cost of living increase, if any, for annual pension benefit increases shall be based on the percentage increase in the Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W), for Philadelphia for the twelve (12) month period ending on August 31st preceding the January 1 effective date of the adjustment.
- 14.3 The Workers Association may appoint one active WA bargaining unit member to serve as an additional member of the Board of Trustees for the Township's Employee Retirement Plan.
- 14.4 The Township will endeavor to distribute pension benefit statements by November 30th of each year.

**ARTICLE 14
PENSION PLAN
(CONTINUED)**

- 14.5 The Township has a 457 Deferred Compensation Plan. Participation is voluntary. All plan costs/expenses other than Township administrative costs will be paid by the participants. No employer contribution will be made during the term of the Agreement or in the future. The Township reserves the sole right to select the 457 Plan/Administrator and to limit the opportunity for payroll deduction changes to twice per year.

ARTICLE 15 SENIORITY

15.1 Township seniority shall be defined for the purpose of this Agreement as any Township employee's continuous, full-time employment with the Township beginning with the date on which the employee began to work after last being hired. Ties will be broken by lot, if practicable, in the affected employee's presence.

15.2 **Vacant Positions**

When possible, openings for better paying jobs within the bargaining unit will be filled by employees presently on the payroll. Promotions, voluntary lateral transfers and voluntary demotions will be treated equally. Promotions will be based primarily on merit and ability. Such job related factors, to the extent applicable, as job knowledge, quality and quantity of work, ability to communicate with others, efficiency in present position, dependability and attendance record, general attitude, skill, physical fitness and total record of job performance, will be considered. When there is no appreciable difference between the relative merit and ability of two (2) or more employees, the employee with the most unit seniority will receive the promotion. If no present employee possesses the merit, ability and qualifications to fill the vacancy, it may be necessary to employ someone from outside the Township.

15.3 The Township will fill job openings in accordance with the following procedure:

- A. Notices of each available job will be posted on the appropriate Township bulletin boards for seven (7) working days. Employees interested in bidding for the opening must submit a Job Vacancy Bid Form, which will be provided by the Township, to the Director of Human Resources within the seven (7) working days.
- B. A successful bidder on one job may not bid on another for a nine (9) month period, and a successful bidder on one job who fails to accept the position may not bid on another for a four (4) month period, provided, however, that the Township reserves the right to waive these requirements.
- C. A successful bidder will serve up to a sixty (60) day trial period to prove his/her ability to perform the new job.
- D. In the event a successful bidder fails to prove his/her ability within sixty (60) days, he/she may return to his/her old job.
- E. Only employees who have completed their probationary period may bid for job openings.
- F. After any Township considerations for necessary lateral transfers due to operational needs or special circumstances are met, the Township will consider lateral transfers via job postings.

ARTICLE 15
SENIORITY
(CONTINUED)

- G. The Township reserves the right to test employees who are being considered for promotions and/or transfers. The Township will set the parameters for re-testing whereby test scores will be valid for one (1) year. Those employees and/or applicants who fail a testing module will have the opportunity to re-test after six (6) months. An employee may be able to re-test sooner if the employee can demonstrate to the satisfaction of the Township that they have enhanced their skills and abilities or what, if any, extenuating circumstances there may have been during the testing which warrants re-testing.

15.4 Loss of Seniority and Other Rights

An employee shall lose all seniority rights and all other rights under this Agreement and shall cease to be an employee of the Township when:

- A. The employee quits.
- B. The employee is discharged for cause.
- C. The employee is absent from work for three (3) consecutive work days without the express permission of his/her immediate supervisor. (When a supervisor is unavailable to receive a call from an employee, the employee shall either leave a message on the supervisor's voice mail along with a telephone number where he/she can be reached or provide the same information to an employee expressly authorized to accept such messages on behalf of the supervisor.)
- D. The employee fails to report back to work at the conclusion of an approved leave of absence.
- E. The employee fails to notify the Department of Human Resources of his/her intention to report back to work within five (5) working days after recall from layoff, or that he/she fails to return to work no later than eleven (11) working days after the recall from layoff.
- F. The employee retires or becomes eligible for LTD Insurance.
- G. The employee cannot and/or does not return to work upon the completion of 180 calendar days from the date of incapacity for non-work related illness or injury (except as provided for in Section 7.6.A.3).
- H. The Township permanently terminates operation.
- I. The employee has not returned to full-time active status within two (2) years from the date of a work-related injury.

ARTICLE 15
SENIORITY
(CONTINUED)

15.5 **Lay-Offs**

- A. In the event of a layoff, employees will be laid off in inverse order of their Township seniority. Senior employees will have the right to move to positions occupied by less senior employees in the same or a lower classification so long as the senior employee meets the minimum requirements of the position and demonstrates his/her ability to perform the essential functions of the position with training within sixty (60) days of appointment.
- B. The Township will have the exclusive right to determine what position an employee may move to and/or whether an employee is qualified for a vacant position.
- C. An employee who moves into a position at a lower classification as a result of his/her seniority in the event of lay-offs will continue to be paid at the pay rate of the position he/she is vacating. The employee will be frozen at that pay rate until such time as the Step 5 rate for the lower classification surpasses the frozen rate.
- D. Forty (40) days notice will be provided if layoff involves the elimination of a complete service or department.
- E. Laid off employees will be recalled to vacancies in accordance with their Township seniority so long as they have the required skill, ability and qualifications to perform the open job.

ARTICLE 16
CONTRACTING OUT

- 16.1 In the event the Township plans to contract out bargaining unit work which will directly result in the layoff of any member of the bargaining unit, the Township will give the Association ninety (90) days notice of its intent to contract out. If the individual to be laid off stays during the entire ninety (90) day period and does not resign his/her employment or retire, and if he/she cannot be placed in another comparable job in the Township, and thus is finally laid off, he/she will receive one (1) week's severance pay for each two (2) years of service.

ARTICLE 17
EDUCATIONAL ASSISTANCE/TUITION REIMBURSEMENT AND
CERTIFICATIONS

17.1 Educational Assistance/Tuition Reimbursement

- A. With advance approval by the Department Director or his/her designee, Director of Human Resources and Township Manager, the Township will reimburse an employee for 100% of the required tuition, fees, books and equipment up to a maximum of \$1,000 per calendar year for courses for which the employee has earned a grade of B or higher. Effective January 1, 2008, the reimbursement for education assistance is \$1,200 (an additional \$200) per year. If a pass-fail grading system is in effect, a passing grade shall be required. The amount of the reimbursement shall be reduced by any reimbursement from any other sources.
- B. Reimbursement will be provided only for pre-approved courses and upon successful completion of the course. The employee must provide acceptable receipts for expenses and a final transcript for the course. In order to be eligible for reimbursement, an employee must remain an employee through the completion of the course.
- C. The course under consideration must have a bearing on the work of the employee or be a part of a degree-seeking program that is job related. Approved courses may be taken at any accredited school, college, university, trade school, or be a course conducted by an association or professional society.
- D. Employees are eligible to request educational assistance and/or a certification upon successful completion of their probationary period and that said employee will serve a continuous one (1) year employment obligation to the Township effective with the successful completion of said course and/or certificate examination, if an examination is warranted. If the employee leaves employment prior to one (1) rolling year from such completion, he/she is required to reimburse the full amount of any payments, which will be deducted from the employee's final paycheck(s).

17.2 Uniform Construction Code (UCC) Certifications:

- A. A new payment will be provided to employees in the following positions required to receive the Uniform Construction Code (UCC) certification(s): Building Code Inspector, Electrical/Mechanical Code Inspector, Plumbing Code Inspector, Code Enforcement Officer, Building Code Inspector 2 and Commercial Code Inspector.
- B. The payment is a one (1) time \$500 lump sum payment upon successful completion and proof of the first required UCC certification. An additional one (1) time \$500 lump sum payment upon successful completion and proof of the required UCC certifications for the fourth certification and an additional one (1) time \$500 lump sum payment upon successful completion and proof of the required UCC certifications for the seventh certification.

ARTICLE 17
EDUCATIONAL ASSISTANCE/TUITION REIMBURSEMENT AND
CERTIFICATIONS
(CONTINUED)

- C. Effective January 1, 2007, employees who are currently certified are eligible for the above lump sum payments for the respective required UCC certification(s) to be paid at the beginning of 2007. Payments will be paid at the beginning of the calendar year. Effective January 1, 2007, employees who are not currently certified and have successfully completed their probationary period, will be paid the lump sum payments for the respective required UCC certification(s) at the beginning of the calendar year following receipt of said UCC certification(s).

- D. All employees are required to serve a continuous one (1) year employment obligation to the Township following receipt of the lump sum payment. Therefore, if an employee leaves employment due to their resignation or involuntary termination prior to one (1) rolling year from the payment of certification, he/she is required to reimburse the full amount of such payments, which will be deducted from the employee's final paycheck(s).

ARTICLE 18 OUT-OF-CLASS PAY

18.1 There will be out-of-class pay for outside workers of the Public Works, Parks and Recreation, and Parking Services Departments who assume 100% of the essential and core job responsibilities and functions for a minimum of one-half hour. Such employee's base pay will be increased 5% over their current hourly rate for the time worked at the higher classification in one-half hour increments. There will be no out-of-class pay for administrative positions.

A. Out-of-class pay for Maintainer I

Any Maintainer I in the Public Works, Parks and Recreation, and Parking Services Departments who possess a Commercial Driver's License (CDL) will be paid out-of-class only when driving a vehicle requiring a CDL license to operate said vehicle. The out-of-class pay will only be for those times when said Maintainer is operating that vehicle and assuming the essential and core job-related functions.

B. Operation of Non-CDL required equipment

A Maintainer I in the Public Works, Parks and Recreation, and Parking Services Departments will be paid out-of-class pay when:

1. Operating a vehicle that does not require a CDL in the act of snow plowing operations.
2. Operating a vehicle that does not require a CDL with a trailer attached and loaded with equipment.

C. Therefore, a Maintainer I in the Public Works, Parks and Recreation, and Parking Services Departments will not be paid out-of-class pay when he/she operates a vehicle that does not require a CDL license except as noted in number two (2) above.

D. Out-of-class pay will be paid to a Maintainer I in the Public Works, Parks and Recreation, and Parking Services Departments as noted in number two (2) above for the time spent in the actual operation of that piece of equipment and/or vehicle. If, upon arriving at a jobsite, the Maintainer I continues to perform their normal functions as a Maintainer I, the out-of-class pay will be paid only during such time as the piece of equipment and/or vehicle was operated.

E. Maintainer I's and II's in the Public Works, Parks and Recreation, and Parking Services Departments who operate the following pieces of equipment will be paid out-of-class pay:

- Front End Loader
- Roadside Mower

ARTICLE 18
OUT-OF-CLASS PAY
(CONTINUED)

- Knuckle Boom Tub Grinder
 - Gang Mower
 - Tractor with gang mower attachment
 - Line painting truck while in the act of line painting
- F. To the extent possible the Township will assign employees based on operational need in accordance to the pay scale, seniority and in descending selection of job classifications.
- G. This Agreement will not apply to administrative employees in the Departments of Public Works, Parks and Recreation, and Parking Services and non Public Works, Parks and Recreation, and Parking Services Department employees on any schedule.
- H. The determination that an employee is not eligible to receive out-of-class pay is not subject to appeal or the grievance procedure.
- I. As new equipment is purchased it will be the Township's sole discretion to determine when out-of-class pay will be paid for the new equipment.

ARTICLE 19
GASOLINE AND UNIFORM ALLOWANCE

19.1 Meter Attendants, Police Utility Attendant, and Animal Warden

- A. A gasoline allowance for the use of personal vehicles will be paid to Meter Attendants in a lump sum of \$250 and a uniform cleaning allowance will be paid to Meter Attendants, Policy Utility Attendant, and Animal Warden in a lump sum payment of \$100 at the beginning of each year for that current calendar year which is a prospective payment, not a payment for the previous year. This gasoline and/or uniform allowance is a taxable fringe benefit which will not be included in the FAS for the pension. In order to be eligible for the gasoline and/or uniform allowance a Meter Attendant, Police Utility Attendant, and Animal Warden must be:
1. An eligible member of the bargaining unit and
 2. In an “active status” as of December 31st.
- B. Upon successful completion of the probationary period, the employee will receive a prorated payment in the pay period closest to his/her appointment, for the number of calendar days worked in that year.
- C. If a Meter Attendant, Police Utility Attendant, or Animal Warden resigns or is involuntarily terminated any month throughout a calendar year, he/she will be required to reimburse the Township through payroll deduction the prorated amount owed. If said Meter Attendant, Police Utility Attendant, or Animal Warden does not have enough pay to cover the amount owed through payroll deduction, he/she will be required to pay by check or by some other means.
- D. If a Meter Attendant, Police Utility Attendant, or Animal Warden is activated to military leave, the gasoline and/or uniform allowance will be prorated/reconciled for time lost from work due to being activated for military leave. Said Meter Attendant, Police Utility Attendant, or Animal Warden will receive a reconciled gasoline and/or uniform allowance for the calendar year(s), in the pay period closest to his/her return from activated military duty.
- E. If a Meter Attendant, Police Utility Attendant, or Animal Warden exhausts all of his/her short-term sick leave as of December 31st or is on Short Term Disability, the gasoline and/or uniform allowance will be prorated for time lost from work. Upon returning to work, or in the event said Meter Attendant, Police Utility Attendant, or Animal Warden cannot or does not return to employment, he/she will be required to reimburse the prorated amount owed to the Township, through payroll deduction, for the period of time he/she was not actively at work.
- F. The proration will be calculated by taking the number of calendar days the Meter Attendant, Police Utility Attendant, or Animal Warden is actively at work divided by the number of calendar days in the year (365) which equals the percentage of

ARTICLE 19
GASOLINE AND UNIFORM ALLOWANCE
(CONTINUED)

the year the Meter Attendant, Police Utility Attendant, or Animal Warden is actively at work (or conversely not actively at work). This is multiplied by the full amount of the gasoline and/or uniform allowance payment to give the total prorated amount.

- G. If a Meter Attendant, Police Utility Attendant, or Animal Warden retires at or after his/her normal retirement age, said Meter Attendant, Police Utility Attendant, or Animal Warden would not be required to reimburse the Township any prorated amount.

ARTICLE 20
COMMERCIAL DRIVER'S LICENSE

20.1 **Commercial Driver's License (CDL) Reimbursement**

For an employee whose job requires that he/she hold a CDL or that he/she may need a CDL to work "out-of-class", the Township will provide reimbursement in the amount of the total cost of the CDL upon submission of the actual receipt.

20.2 **CDL Bonus**

- A. Employees who must maintain a CDL as a condition of their position, and who have worked at least twenty-six (26) weeks in the previous year, will be paid a fifty dollar (\$50) bonus at the first full pay period in February.
- B. Effective January 1, 2009, the CDL Bonus for employees who hold a Class "A" & "B" CDL will be increased to \$75.
- C. Effective January 1, 2010, the CDL bonus for employees who hold a Class "A" CDL will increase to \$125.

ARTICLE 21

MISCELLANEOUS PROVISIONS

- 21.1 Township notification to an employee shall be deemed due and sufficient for the purposes of this Agreement if the notification is made personally, by written memorandum, or by registered or certified mail or telephone call, confirmed by letter, to the employee's last known address as shown on his/her personnel record maintained by the Township. It shall be the responsibility of each employee to keep the Township informed of his/her current address and telephone number. For the purpose of computing any notification period, the day the notice is sent shall not be included.
- 21.2 If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.
- 21.3 The Township and the Association for the life of the Agreement each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the Township and the Association with respect to rates of pay, wages, hours of work and other conditions of employment.
- 21.4 The Association agrees to the provisions of the Township's Substance Abuse Policy and Program. In addition, employees who test positive for drug or alcohol use in violation of the Township's policy or who voluntarily seek rehabilitation for drug or alcohol use, are required through payroll deduction to pay for all follow-up testing conducted in accordance with federal Department of Transportation regulations and/or Township policy.
- 21.5 In those situations where representation by the Association is specifically provided for in this Agreement or as otherwise provided by law, representation by the Association in any meeting with the Township on behalf of any employee(s) shall be limited to no more than two (2) representatives of the Association. Such representation will be limited to the employee's shop steward and/or a member of the Association's Executive Board. Employees, at their discretion, may choose to waive their right to union representation as provided in this section. This section does not apply to negotiations.

ARTICLE 22
DURATION OF AGREEMENT

- 22.1 This Agreement shall become effective as provided herein and shall continue in full force and effect until midnight on December 31, 2010.

SIGNATURE PAGE

IN WITNESS WHEREOF, the respective parties, the Township of Lower Merion and the Lower Merion Township Workers Association, by their officers and representatives have entered into this Agreement as of the day and year set forth above.

TOWNSHIP OF LOWER MERION

Bruce D. Reed, President
Board of Commissioners

Douglas S. Cleland
Township Manager

LOWER MERION TOWNSHIP WORKERS ASSOCIATION

This is to certify that the membership of the Lower Merion Township Workers Association ratified the above provisions of the January 1, 2007 through December 31, 2010 Agreement at its meeting on Tuesday, October 17, 2006.

George C. McElhaney, President
Lower Merion Township Workers Association

Gary J. Grato, Vice President
Lower Merion Township Workers Association

Holiday List

General Employees	Dispatchers	Refuse	Libraries
New Year's Day	New Year's Day	New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day	Martin Luther King Day	Martin Luther King Day
President's Day	President's Day		President's Day
Good Friday	Good Friday		Good Friday
	Easter		
Memorial Day	Memorial Day	Memorial Day	Memorial Day
Independence Day	Independence Day	Independence Day	Independence Day
Labor Day	Labor Day	Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
			Christmas Eve Day
Christmas Day	Christmas Day	Christmas Day	Christmas Day
9 holidays	10 holidays	7 holidays	10 holidays
7 personals	6 personals	9 personals	6 personals
total 16 days off	total 16 days off	total 16 days off	total 16 days off

**TOWNSHIP OF LOWER MERION
RATE REPORT**

THIS RATE REPORT SUMMARIZES POSITIONS AND WAGE RATES CONTAINED IN THE 2007 - 2010 WORKERS ASSOCIATION CONTRACT.

THE WAGE RATES FOR 2007 AND 2008 REFLECT AN ANNUAL BASE WAGE INCREASE OF 3.75% EACH YEAR. THE WAGE RATES FOR 2009 AND 2010 REFLECT AN ANNUAL BASE WAGE INCREASE OF 4% EACH YEAR.

THE WAGE RATES FOR 2009 AND 2010 REFLECT THE GUARANTEED, NEGOTIATED ANNUAL BASE WAGE INCREASE OF 4%. THE ACTUAL PERCENTAGE INCREASE MAY BE HIGHER, DEPENDING ON THE THE COST-OF-LIVING INDEX TO BE APPLIED.

REFER TO THE CONTRACT FOR SPECIFIC TERMS AND CONDITIONS.

Example showing how a Schedule 0 Park Maintainer 1's 3.75% annual base wage increase for 2008 is computed:

Step 1 - Hourly rate for 2007 multiplied by number of work hours in 2007 = annual rate for 2007 rounded to two decimal places
 $\$17.683 \times 2,088 = \$36,922.10$

Step 2 - Annual rate derived from Step 1 above multiplied by rate increase for 2008 = annual rate rounded to two decimal places
 $\$36,922.10 \times 1.0375 = \$38,306.68$

Step 3 - Annual rate derived from Step 2 above divided by number of work hours in 2008 = hourly rate for 2008 rounded to three decimal places
 $\$38,306.68 / 2,096 = \18.276

Step 4 - Hourly rate derived from Step 3 above multiplied by number of work hours in 2008 = annual rate for 2008 rounded to two decimal places (rounded to whole dollars for chart presentation purposes).
 $\$18.276 \times 2,096 = \$38,306$

Note: The annual number of hours for a 40 hour/week position will be used in the above formula to compute all old Schedule 0/new Schedule WA00 annual base wage increases in order to ensure there is no deviation between the hourly rates for employees working 37.5 hours per week and those working 40 hours per week.

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-07 1957.5 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Parking Meter Attendant	17,683	18,144	18,603	19,062	19,522
	Library Assistant (Circulation)	34,614	35,517	36,415	37,314	38,214
03	Records Clerk	18,408	18,903	19,397	19,892	20,389
		36,034	37,003	37,970	38,939	39,911
04	Admin Clerk 1, Admin Secretary 1	19,163	19,695	20,226	20,759	21,290
	Police Utility Attendant	37,512	38,553	39,592	40,636	41,675
	Reference Assistant					
	Children's Library Assistant					
	Assistant to the Head of Circulation					
05	Accounting Clerk	19,946	20,518	21,090	21,662	22,234
	Printer	39,044	40,164	41,284	42,403	43,523
	Recreation Program Coordinator					
06	Admin Clerk 2, Admin Secretary 2	20,759	21,372	21,988	22,601	23,217
	Telecommunicator,	40,636	41,836	43,042	44,241	45,447
	Traffic/Light Technician 1					
	Lead Children's Library Assistant					
07	Payroll Coordinator	21,605	22,264	22,924	23,583	24,242
	Code Compliance Officer 1	42,292	43,582	44,874	46,164	47,454
	Associate Children's Librarian					
08	Admin Clerk 3, Admin Secretary 3	22,480	23,189	23,895	24,604	25,313
	Accountant, Housing Code Inspector	44,005	45,392	46,774	48,162	49,550
	Commercial Property Maint Inspector					
09	Traffic/Light Technician 2	23,392	24,152	24,909	25,670	26,430
	Community Development Rehabilitation Specialist	45,790	47,278	48,759	50,249	51,737
11	Planning Technician	25,322	26,193	27,066	27,937	28,810
		49,568	51,273	52,982	54,687	56,396
12	Sanitarian 1	26,341	27,277	28,209	29,145	30,080
	Community Development Technician	51,563	53,395	55,219	57,051	58,882

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-08 1965 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Parking Meter Attendant	18,276	18,753	19,227	19,701	20,177
	Library Assistant (Circulation)	35,912	36,850	37,781	38,712	39,648
03	Records Clerk	19,025	19,537	20,048	20,559	21,073
		37,384	38,390	39,394	40,398	41,408
04	Admin Clerk 1, Admin Secretary 1	19,806	20,356	20,904	21,455	22,004
	Police Utility Attendant	38,919	40,000	41,076	42,159	43,238
	Reference Assistant					
	Children's Library Assistant					
	Assistant to the Head of Circulation					
05	Accounting Clerk	20,615	21,206	21,797	22,389	22,980
	Printer	40,508	41,670	42,831	43,994	45,156
	Recreation Program Coordinator					
06	Admin Clerk 2, Admin Secretary 2	21,455	22,089	22,725	23,359	23,996
	Telecommunicator,	42,159	43,405	44,655	45,900	47,152
	Traffic/Light Technician 1					
	Lead Children's Library Assistant					
07	Payroll Coordinator	22,330	23,011	23,693	24,374	25,055
	Code Compliance Officer 1	43,878	45,217	46,557	47,895	49,233
	Associate Children's Librarian					
08	Admin Clerk 3, Admin Secretary 3	23,234	23,967	24,696	25,429	26,162
	Accountant, Housing Code Inspector	45,655	47,095	48,528	49,968	51,408
	Commercial Property Maint Inspector					
09	Traffic/Light Technician 2	24,177	24,962	25,744	26,531	27,316
	Community Development Rehabilitation Specialist	47,508	49,050	50,587	52,133	53,676
11	Planning Technician	26,171	27,072	27,974	28,874	29,776
		51,426	53,196	54,969	56,737	58,510
12	Sanitarian 1	27,224	28,192	29,155	30,123	31,089
	Community Development Technician	53,495	55,397	57,290	59,192	61,090

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-09 1957.5 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Parking Meter Attendant	19.080	19.578	20.073	20.568	21.064
	Library Assistant (Circulation)	37,349	38,324	39,293	40,262	41,233
03	Records Clerk	19.862	20.396	20.930	21.463	22.000
		38,880	39,925	40,970	42,014	43,065
04	Admin Clerk 1, Admin Secretary 1	20.677	21.251	21.823	22.399	22.972
	Police Utility Attendant	40,475	41,599	42,719	43,846	44,968
	Reference Assistant					
	Children's Library Assistant					
	Assistant to the Head of Circulation					
05	Accounting Clerk	21.522	22.139	22.756	23.374	23.991
	Printer	42,129	43,337	44,545	45,755	46,962
	Recreation Program Coordinator					
06	Admin Clerk 2, Admin Secretary 2	22.399	23.061	23.725	24.386	25.051
	Telecommunicator,	43,846	45,142	46,442	47,736	49,037
	Traffic/Light Technician 1					
	Lead Children's Library Assistant					
07	Payroll Coordinator	23.312	24.023	24.735	25.446	26.157
	Code Compliance Officer 1	45,633	47,025	48,419	49,811	51,202
	Associate Children's Librarian					
08	Admin Clerk 3, Admin Secretary 3	24.256	25.021	25.782	26.547	27.313
	Accountant, Housing Code Inspector	47,481	48,979	50,468	51,966	53,465
	Commercial Property Maint Inspector					
09	Traffic/Light Technician 2	25.240	26.060	26.876	27.698	28.517
	Community Development Rehabilitation Specialist	49,407	51,012	52,610	54,219	55,822
11	Planning Technician	27.322	28.263	29.204	30.144	31.086
		53,483	55,325	57,167	59,007	60,851
12	Sanitarian 1	28.421	29.432	30.437	31.448	32.456
	Community Development Technician	55,634	57,613	59,580	61,559	63,533

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-10 1957.5 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Parking Meter Attendant	19.843	20.361	20.876	21.391	21.907
	Library Assistant (Circulation)	38,843	39,857	40,865	41,873	42,883
03	Records Clerk	20.656	21.212	21.767	22.322	22.880
		40,434	41,522	42,609	43,695	44,788
04	Admin Clerk 1, Admin Secretary 1	21.504	22.101	22.696	23.295	23.891
	Police Utility Attendant,	42,094	43,263	44,427	45,600	46,767
	Reference Assistant					
	Children's Library Assistant					
	Assistant to the Head of Circulation					
05	Accounting Clerk	22.383	23.025	23.666	24.309	24.951
	Printer	43,815	45,071	46,326	47,585	48,842
	Recreation Program Coordinator					
06	Admin Clerk 2, Admin Secretary 2	23.295	23.983	24.674	25.361	26.053
	Telecommunicator,	45,600	46,947	48,299	49,644	50,999
	Traffic/Light Technician 1					
	Lead Children's Library Assistant					
07	Payroll Coordinator	24.244	24.984	25.724	26.464	27.203
	Code Compliance Officer 1	47,458	48,906	50,355	51,803	53,250
	Associate Children's Librarian					
08	Admin Clerk 3, Admin Secretary 3	25.226	26.022	26.813	27.609	28.406
	Accountant, Housing Code Inspector	49,380	50,938	52,486	54,045	55,605
	Commercial Property Maint Inspector					
09	Traffic/Light Technician 2	26.250	27.102	27.951	28.806	29.658
	Community Development Rehabilitation	51,384	53,052	54,714	56,388	58,056
	Specialist					
11	Planning Technician	28.415	29.394	30.372	31.350	32.329
		55,622	57,539	59,453	61,368	63,284
12	Sanitarian 1	29.558	30.609	31.654	32.706	33.754
	Community Development Technician	57,860	59,917	61,963	64,022	66,073

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-07 2088 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Open Space Maintainer	17.683	18.144	18.603	19.062	19.522
	Park Maintainer 1, Parts Clerk	36,922	37,885	38,843	39,801	40,762
	Highway Maintainer 1					
03	Refuse Collector	18.408	18.903	19.397	19.892	20.389
	Community Center Program Assistant	38,436	39,469	40,501	41,534	42,572
	Cable TV Technician					
04	Highway Maintainer 2	19.163	19.695	20.226	20.759	21.290
	Sanitary Sewer Maintainer 1	40,012	41,123	42,232	43,345	44,454
05	Building Maintainer, Park Maintainer 2	19.946	20.518	21.090	21.662	22.234
	Pump Station Oper, Refuse Truck Driver	41,647	42,842	44,036	45,230	46,425
	Gardener, Parking Meter Maintainer 1					
	Sanitary Sewer Maintainer 2					
06	Community Center Program Coordinator	20.759	21.372	21.988	22.601	23.217
	Fleet Mechanic 1, Refuse Equip Operator	43,345	44,625	45,911	47,191	48,477
	Mason 1, Sanitary Sewer Maintainer 3					
	Sanitary Sewer Mason 1, Highway					
	Maintainer 3, Parking Meter Maintainer 2					
07	Animal Warden, Mason 2	21.605	22.264	22.924	23.583	24.242
	Pump Station Mechanic 1	45,111	46,487	47,865	49,241	50,617
	Tree Trimmer 1					
08	Fleet Mechanic 2	22.480	23.189	23.895	24.604	25.313
	Pump Station Mechanic 2	46,938	48,419	49,893	51,373	52,854
	Sanitary Sewer Inspector					
	Office Systems Coordinator					
09	Maintenance Technician	23.392	24.152	24.909	25.670	26.430
	Tree Trimmer 2	48,842	50,429	52,010	53,599	55,186
10	Building Code Inspector	24.341	25.153	25.967	26.780	27.595
	Electrical/Mechanical Code Inspector	50,824	52,519	54,219	55,917	57,618
	Plumbing Code Inspector					
11	Codes Enforcement Officer	25.322	26.193	27.066	27.937	28.810
	Building Code Inspector 2	52,872	54,691	56,514	58,332	60,155
12	Planner/GIS Technician	26.341	27.277	28.209	29.145	30.080
		55,000	56,954	58,900	60,855	62,807
13	Commercial Code Inspector	27.400	28.400	29.401	30.400	31.401
		57,211	59,299	61,389	63,475	65,565

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-08 2096 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Open Space Maintainer	18,276	18,753	19,227	19,701	20,177
	Park Maintainer 1, Parts Clerk	38,306	39,306	40,300	41,293	42,291
	Highway Maintainer 1					
03	Refuse Collector	19,025	19,537	20,048	20,559	21,073
	Community Center Program Assistant	39,876	40,950	42,021	43,092	44,169
	Cable TV Technician					
04	Highway Maintainer 2	19,806	20,356	20,904	21,455	22,004
	Sanitary Sewer Maintainer 1	41,513	42,666	43,815	44,970	46,120
05	Building Maintainer, Park Maintainer 2	20,615	21,206	21,797	22,389	22,980
	Pump Station Oper, Refuse Truck Driver	43,209	44,448	45,687	46,927	48,166
	Gardener, Parking Meter Maintainer 1					
	Sanitary Sewer Maintainer 2					
06	Community Center Program Coordinator	21,455	22,089	22,725	23,359	23,996
	Fleet Mechanic 1, Refuse Equip Operator	44,970	46,299	47,632	48,960	50,296
	Mason 1, Sanitary Sewer Maintainer 3					
	Sanitary Sewer Mason 1, Highway					
	Maintainer 3, Parking Meter Maintainer 2					
07	Animal Warden, Mason 2	22,330	23,011	23,693	24,374	25,055
	Pump Station Mechanic 1	46,804	48,231	49,661	51,088	52,515
	Tree Trimmer 1					
08	Fleet Mechanic 2	23,234	23,967	24,696	25,429	26,162
	Pump Station Mechanic 2	48,698	50,235	51,763	53,299	54,836
	Sanitary Sewer Inspector					
	Office Systems Coordinator					
09	Maintenance Technician	24,177	24,962	25,744	26,531	27,316
	Tree Trimmer 2	50,675	52,320	53,959	55,609	57,254
10	Building Code Inspector	25,157	25,997	26,838	27,678	28,521
	Electrical/Mechanical Code Inspector	52,729	54,490	56,252	58,013	59,780
	Plumbing Code Inspector					
11	Codes Enforcement Officer	26,171	27,072	27,974	28,874	29,776
	Building Code Inspector 2	54,854	56,743	58,634	60,520	62,410
12	Planner/GIS Technician	27,224	28,192	29,155	30,123	31,089
		57,062	59,090	61,109	63,138	65,163
13	Commercial Code Inspector	28,319	29,353	30,387	31,420	32,454
		59,357	61,524	63,691	65,856	68,024

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-09 2088 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Open Space Maintainer	19.080	19.578	20.073	20.568	21.064
	Park Maintainer 1, Parts Clerk	39,839	40,879	41,912	42,946	43,982
	Highway Maintainer 1					
03	Refuse Collector	19.862	20.396	20.930	21.463	22.000
	Community Center Program Assistant	41,472	42,587	43,702	44,815	45,936
	Cable TV Technician					
04	Highway Maintainer 2	20.677	21.251	21.823	22.399	22.972
	Sanitary Sewer Maintainer 1	43,174	44,372	45,566	46,769	47,966
05	Building Maintainer, Park Maintainer 2	21.522	22.139	22.756	23.374	23.991
	Pump Station Oper, Refuse Truck Driver	44,938	46,226	47,515	48,805	50,093
	Gardener, Parking Meter Maintainer 1					
	Sanitary Sewer Maintainer 2					
06	Community Center Program Coordinator	22.399	23.061	23.725	24.386	25.051
	Fleet Mechanic 1, Refuse Equip Operator	46,769	48,151	49,538	50,918	52,306
	Mason 1, Sanitary Sewer Maintainer 3					
	Sanitary Sewer Mason 1, Highway					
	Maintainer 3, Parking Meter Maintainer 2					
07	Animal Warden, Mason 2	23.312	24.023	24.735	25.446	26.157
	Pump Station Mechanic 1	48,675	50,160	51,647	53,131	54,616
	Tree Trimmer 1					
08	Fleet Mechanic 2	24.256	25.021	25.782	26.547	27.313
	Pump Station Mechanic 2	50,647	52,244	53,833	55,430	57,030
	Sanitary Sewer Inspector					
	Office Systems Coordinator					
09	Maintenance Technician	25.240	26.060	26.876	27.698	28.517
	Tree Trimmer 2	52,701	54,413	56,117	57,833	59,543
10	Building Code Inspector	26.264	27.140	28.018	28.895	29.775
	Electrical/Mechanical Code Inspector	54,839	56,668	58,502	60,333	62,170
	Plumbing Code Inspector					
11	Codes Enforcement Officer	27.322	28.263	29.204	30.144	31.086
	Building Code Inspector 2	57,048	59,013	60,978	62,941	64,908
12	Planner/GIS Technician	28.421	29.432	30.437	31.448	32.456
		59,343	61,454	63,552	65,663	67,768
13	Commercial Code Inspector	29.565	30.644	31.724	32.802	33.881
		61,732	63,985	66,240	68,491	70,744

WORKERS ASSOCIATION WAGE SCHEDULE 0 - WA00
EFFECTIVE 01-JAN-10 2088 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
02	Open Space Maintainer	19,843	20,361	20,876	21,391	21,907
	Park Maintainer 1, Parts Clerk	41,432	42,514	43,589	44,664	45,742
	Highway Maintainer 1					
03	Refuse Collector	20,656	21,212	21,767	22,322	22,880
	Community Center Program Assistant	43,130	44,291	45,449	46,608	47,773
	Cable TV Technician					
04	Highway Maintainer 2	21,504	22,101	22,696	23,295	23,891
	Sanitary Sewer Maintainer 1	44,900	46,147	47,389	48,640	49,884
05	Building Maintainer, Park Maintainer 2	22,383	23,025	23,666	24,309	24,951
	Pump Station Oper, Refuse Truck Driver	46,736	48,076	49,415	50,757	52,098
	Gardener, Parking Meter Maintainer 1					
	Sanitary Sewer Maintainer 2					
06	Community Center Program Coordinator	23,295	23,983	24,674	25,361	26,053
	Fleet Mechanic 1, Refuse Equip Operator	48,640	50,077	51,519	52,954	54,399
	Mason 1, Sanitary Sewer Maintainer 3					
	Sanitary Sewer Mason 1, Highway					
	Maintainer 3, Parking Meter Maintainer 2					
07	Animal Warden, Mason 2	24,244	24,984	25,724	26,464	27,203
	Pump Station Mechanic 1	50,621	52,167	53,712	55,257	56,800
	Tree Trimmer 1					
08	Fleet Mechanic 2	25,226	26,022	26,813	27,609	28,406
	Pump Station Mechanic 2	52,672	54,334	55,986	57,648	59,312
	Sanitary Sewer Inspector					
	Office Systems Coordinator					
09	Maintenance Technician	26,250	27,102	27,951	28,806	29,658
	Tree Trimmer 2	54,810	56,589	58,362	60,147	61,926
10	Building Code Inspector	27,315	28,226	29,139	30,051	30,966
	Electrical/Mechanical Code Inspector	57,034	58,936	60,842	62,746	64,657
	Plumbing Code Inspector					
11	Codes Enforcement Officer	28,415	29,394	30,372	31,350	32,329
	Building Code Inspector 2	59,331	61,375	63,417	65,459	67,503
12	Planner/GIS Technician	29,558	30,609	31,654	32,706	33,754
		61,717	63,912	66,094	68,290	70,478
13	Commercial Code Inspector	30,748	31,870	32,993	34,114	35,236
		64,202	66,545	68,889	71,230	73,573

WORKERS ASSOCIATION WAGE SCHEDULE 2 - WA02
EFFECTIVE 01-JAN-07
1957.5 HRS/YR - 37.5 HRS/WK
2088 HRS/YR - 40 HRS/WK*

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
05	Administrative Clerk 1	17.628 34,507	18.305 35,832	19.153 37,492	19.999 39,148	20.793 40,702
07	Administrative Secretary 1	18.360 35,940	19.206 37,596	20.115 39,375	20.961 41,031	21.813 42,699
15	Accountant	21.922 42,912	22.998 45,019	24.041 47,060	25.139 49,210	26.304 51,490
16	Animal Warden*	21.698 45,305	22.863 47,738	23.978 50,066	25.085 52,377	26.082 54,459

WORKERS ASSOCIATION WAGE SCHEDULE 2 - WA02
EFFECTIVE 01-JAN-08
1965 HRS/YR - 37.5 HRS/WK
2096 HRS/YR - 40 HRS/WK*

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
05	Administrative Clerk 1	18.219 35,800	18.919 37,176	19.795 38,897	20.670 40,617	21.490 42,228
07	Administrative Secretary 1	18.976 37,288	19.850 39,005	20.790 40,852	21.664 42,570	22.545 44,301
15	Accountant	22.657 44,521	23.769 46,706	24.847 48,824	25.982 51,055	27.186 53,420
16	Animal Warden*	22.426 47,005	23.630 49,528	24.782 51,943	25.926 54,341	26.957 56,502

WORKERS ASSOCIATION WAGE SCHEDULE 2 - WA02
EFFECTIVE 01-JAN-09
1957.5 HRS/YR - 37.5 HRS/WK
2088 HRS/YR - 40 HRS/WK*

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
05	Administrative Clerk 1	19.020 37,232	19.751 38,663	20.666 40,454	21.579 42,241	22.435 43,917
07	Administrative Secretary 1	19.811 38,780	20.723 40,565	21.704 42,486	22.617 44,273	23.537 46,074
15	Accountant	23.654 46,303	24.814 48,573	25.940 50,778	27.125 53,097	28.382 55,558
16	Animal Warden*	23.412 48,884	24.669 51,509	25.872 54,021	27.066 56,514	28.143 58,763

WORKERS ASSOCIATION WAGE SCHEDULE 2 - WA02
EFFECTIVE 01-JAN-10
1957.5 HRS/YR - 37.5 HRS/WK
2088 HRS/YR - 40 HRS/WK*

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
05	Administrative Clerk 1	19.781 38,721	20.541 40,209	21.493 42,073	22.442 43,930	23.332 45,672
07	Administrative Secretary 1	20.603 40,330	21.552 42,188	22.572 44,185	23.522 46,044	24.478 47,916
15	Accountant	24.600 48,155	25.807 50,517	26.978 52,809	28.210 55,221	29.517 57,780
16	Animal Warden*	24.348 50,839	25.656 53,570	26.907 56,182	28.149 58,775	29.269 61,114

WORKERS ASSOCIATION WAGE SCHEDULE 5 - WA05
 EFFECTIVE 01-JAN-07 2088 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
01	Highway Maintainer 1	17.629	18.203	19.044	20.179	21.511
	Park Maintainer 1	36,809	38,008	39,764	42,134	44,915
	Refuse Collector					
02	Highway Maintainer 2, Park Maintainer 2	18.583	19.163	20.047	21.340	22.302
	Pump Station Oper, Refuse Truck Driver	38,801	40,012	41,858	44,558	46,567
	Parking Meter Maint 1, San Sewer Maint 1					
03	Highway Maintainer 3, San Sew Maint 2	19.299	20.132	21.048	22.260	23.601
	Parking Meter Maint 2, Mason 1	40,296	42,036	43,948	46,479	49,279
	Fleet Mechanic 1, Refuse Equip Operator					
	Sanitary Sewer Mason 1					
04	Sanitary Sewer Maintainer 3	20.089	20.925	21.844	23.098	24.552
		41,946	43,691	45,610	48,229	51,265

WORKERS ASSOCIATION WAGE SCHEDULE 5 - WA05
EFFECTIVE 01-JAN-08 2096 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
01	Highway Maintainer 1	18.220	18.814	19.683	20.856	22.232
	Park Maintainer 1	38,189	39,434	41,256	43,714	46,598
	Refuse Collector					
02	Highway Maintainer 2, Park Maintainer 2	19.206	19.806	20.719	22.056	23.050
	Pump Station Oper, Refuse Truck Driver	40,256	41,513	43,427	46,229	48,313
	Parking Meter Maint 1, San Sewer Maint 1					
03	Highway Maintainer 3, San Sew Maint 2	19.946	20.807	21.754	23.007	24.393
	Parking Meter Maint 2, Mason 1	41,807	43,611	45,596	48,223	51,128
	Fleet Mechanic 1, Refuse Equip Operator					
	Sanitary Sewer Mason 1					
04	Sanitary Sewer Maintainer 3	20.763	21.627	22.577	23.873	25.375
		43,519	45,330	47,321	50,038	53,186

WORKERS ASSOCIATION WAGE SCHEDULE 5 - WA05
 EFFECTIVE 01-JAN-09 2088 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
01	Highway Maintainer 1 Park Maintainer 1 Refuse Collector	19.021 39,716	19.642 41,012	20.549 42,906	21.773 45,462	23.210 48,462
02	Highway Maintainer 2, Park Maintainer 2 Pump Station Oper, Refuse Truck Driver Parking Meter Maint 1, San Sewer Maint 1	20.051 41,866	20.677 43,174	21.630 45,163	23.026 48,078	24.064 50,246
03	Highway Maintainer 3, San Sew Maint 2 Parking Meter Maint 2, Mason 1 Fleet Mechanic 1, Refuse Equip Operator Sanitary Sewer Mason 1	20.823 43,478	21.722 45,356	22.711 47,421	24.019 50,152	25.466 53,173
04	Sanitary Sewer Maintainer 3	21.676 45,259	22.578 47,143	23.570 49,214	24.923 52,039	26.491 55,313

WORKERS ASSOCIATION WAGE SCHEDULE 5 - WA05
 EFFECTIVE 01-JAN-10 2088 HRS/YR - 40 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
01	Highway Maintainer 1	19.782	20.428	21.371	22.644	24.138
	Park Maintainer 1	41,305	42,654	44,623	47,281	50,400
	Refuse Collector					
02	Highway Maintainer 2, Park Maintainer 2	20.853	21.504	22.495	23.947	25.027
	Pump Station Oper, Refuse Truck Driver	43,541	44,900	46,970	50,001	52,256
	Parking Meter Maint 1, San Sewer Maint 1					
03	Highway Maintainer 3, San Sew Maint 2	21.656	22.591	23.619	24.980	26.485
	Parking Meter Maint 2, Mason 1	45,218	47,170	49,316	52,158	55,301
	Fleet Mechanic 1, Refuse Equip Operator					
	Sanitary Sewer Mason 1					
04	Sanitary Sewer Maintainer 3	22.543	23.481	24.513	25.920	27.551
		47,070	49,028	51,183	54,121	57,526

WORKERS ASSOCIATION WAGE SCHEDULE 6 - WA06
EFFECTIVE 01-JAN-07 1957.5 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	Police Utility Attendant	16.503 32,305	17.174 33,618	17.890 35,020	18.612 36,433	19.285 37,750
27	Traffic/Light Technician 1 Printer	20.900 40,912	21.908 42,885	22.853 44,735	23.857 46,700	24.797 48,540
35	Traffic/Light Technician 2	23.421 45,847	24.519 47,996	25.618 50,147	26.714 52,293	27.760 54,340
38	Public Works Inspector	24.407 47,777	25.522 49,959	26.693 52,252	27.917 54,648	29.145 57,051
88	Crossing Guard	14.746	15.257			

WORKERS ASSOCIATION WAGE SCHEDULE 6 - WA06
EFFECTIVE 01-JAN-08 1965 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	Police Utility Attendant	17.057 33,517	17.750 34,879	18.490 36,333	19.236 37,799	19.932 39,166
27	Traffic/Light Technician 1 Printer	21.601 42,446	22.643 44,493	23.619 46,411	24.657 48,451	25.629 50,361
35	Traffic/Light Technician 2	24.207 47,567	25.341 49,795	26.477 52,027	27.610 54,254	28.691 56,378
38	Public Works Inspector	25.226 49,569	26.378 51,833	27.588 54,210	28.853 56,696	30.123 59,192
88	Crossing Guard	15.241	15.769			

WORKERS ASSOCIATION WAGE SCHEDULE 6 - WA06
EFFECTIVE 01-JAN-09 1957.5 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	Police Utility Attendant	17.807 34,857	18.531 36,274	19.303 37,786	20.082 39,311	20.809 40,734
27	Traffic/Light Technician 1 Printer	22.551 44,144	23.639 46,273	24.658 48,268	25.742 50,390	26.756 52,375
35	Traffic/Light Technician 2	25.272 49,470	26.456 51,788	27.642 54,109	28.824 56,423	29.953 58,633
38	Public Works Inspector	26.336 51,553	27.538 53,906	28.801 56,378	30.122 58,964	31.448 61,559
88	Crossing Guard	15.911	16.463			

WORKERS ASSOCIATION WAGE SCHEDULE 6 - WA06
EFFECTIVE 01-JAN-10 1957.5 HRS/YR - 37.5 HRS/WK

HOURLY AND ANNUAL COMPENSATION

RANGE	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	Police Utility Attendant	18.519 36,251	19.272 37,725	20.075 39,297	20.885 40,882	21.641 42,362
27	Traffic/Light Technician 1 Printer	23.453 45,909	24.585 48,125	25.644 50,198	26.772 52,406	27.826 54,469
35	Traffic/Light Technician 2	26.283 51,449	27.514 53,859	28.748 56,274	29.977 58,680	31.151 60,978
38	Public Works Inspector	27.389 53,614	28.640 56,063	29.953 58,633	31.327 61,323	32.706 64,022
88	Crossing Guard	16.547	17.122			