

AGREEMENT
BETWEEN
UPPER DARBY TOWNSHIP
AND
THE TRANSPORT WORKERS UNION OF PHILADELPHIA
LOCAL 234

January 1, 2017
through
December 31, 2020

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AGREEMENT

This Agreement is made and entered into this 1st day of January, 2017, between UPPER DARBY TOWNSHIP, hereinafter referred to as “Township”, and TRANSPORT WORKERS UNION OF AMERICA, affiliated with the AFL-CIO, and TRANSPORT WORKERS UNION OF PHILADELPHIA, LOCAL 234, hereinafter called the “Union”, as the exclusive representative of all employees of the Township comprising the bargaining unit.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Township and the Union as follows:

ARTICLE 1

UNION RECOGNITION

Section 1.

The Union, having been certified by the Pennsylvania Labor Relations Board, is recognized by the Township as the exclusive representative of all the employees of the Township comprising the Unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of work, and other terms and conditions of employment. This agreement relates to Township employees of the following departments and divisions thereof:

- A. Public Works Department with Divisions:
 - 1. Highway – Street Cleaning;
 - 2. Highway – Street Signs and Traffic Marking;
 - 3. Highway – Road and Bridge Maintenance;
 - 4. Sanitation;
 - 5. Sewer – Construction;
 - 6. Sewer – Maintenance;

- 7. Vehicle Maintenance.
- B. Leisure Services
- C. Electrical Department
- D. Parking Meters Department

Section 2. Bargaining Unit Description.

The bargaining unit certified by the PLRB in Case Nos. PERA-R-93-67-E and PERA-R-5797-E is defined as including all full-time and regular part-time blue-collar nonprofessional employees including but not limited to truck drivers, parts men, bricklayers, mechanics, welders and laborers in the Sanitation Department, Public Works Department, Parks and Playgrounds Department, Electrical Department and Parking Meters Department; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

Section 3. Past Practices.

Except as otherwise provided in this Agreement, all past practices and all terms and conditions of employment that have existed prior to the signing of this Agreement, and that are not expressly referred to herein shall remain in full force and effect.

ARTICLE 2

INHERENT MANAGEMENT RIGHTS

Section 1.

The Union recognizes the prerogatives of the Township to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in Section 702 of the Pennsylvania Public Employees Relations Act of 1970. Except as otherwise provided in this Agreement, it is agreed that the Township is not required to bargain over matters

of inherent managerial policy, and this Agreement in no way restricts or shall be deemed to limit the Township in any way in the exercise of the customary functions of management, including such areas of discretion or policy as the programs of the township, its standards and type of services, its overall budget, utilization of technology, the organizational structure, schedules of work, the selection and direction of personnel, performance evaluations, and the right to make such business decisions as it considers necessary or advisable for the efficient operation of the Township. The determination of the governmental services to be rendered to the citizens of the Township and the manner in which such services shall be rendered shall be the sole responsibility of the Township. Except as otherwise provided in this Agreement, the Township shall have the right to hire and lay-off employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause and, in general, to maintain discipline, order and efficiency in the operation of the Township, including the right to introduce new and improved methods and facilities. The Township shall have the sole and exclusive right to establish reasonable rules and regulations from time to time as it may deem necessary and proper for the orderly conduct of its affairs, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance provisions of this Agreement.

ARTICLE 3

NO STRIKE – NO LOCKOUT

Section 1.

Except as otherwise provided in this Agreement, there shall be no strike, work stoppage, slow-down, refusal to work or picketing by the Union or its representatives or members or any lockout on the part of the Township, during the term of this Agreement.

ARTICLE 4
MAINTENANCE OF MEMBERSHIP AND DUES DEDUCTION

Section 1. Maintenance of Membership

All employees of the Township who are members of the Union on the date this Agreement is executed shall maintain their membership in good standing for the duration of this Agreement. All employees of the Township who join the Union subsequent to the execution date of this Agreement shall thereafter maintain their membership in good standing for the duration of this Agreement. Maintenance of membership in good standing by employees who are or become members of the Union shall be a condition of continued employment by the Township for the duration of this Agreement. It is provided that such employees may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

Section 2. Dues Deduction.

Upon the filing with the Township by the Union of a written authorization from the employees (on the authorization form which has been agreed to by the Township and the Union and made a part hereof by reference), the Township shall deduct from the pay of each employee who shall have given such authorization an initiation fee and/or periodic monthly dues. Deductions for union dues shall be made in each pay period. Such authorization shall be irrevocable for the duration of this Agreement and shall be automatically renewed from year to year thereafter unless revoked during a period of fifteen (15) days prior to the expiration date of this or any subsequent Agreement. The Township shall remit said initiation fees and/or dues to the Union within ten (10) days following the day when the initiation fees and/or dues are deducted, together with a list of the names of the employees from whose pays said deductions were made.

Section 3. Fair Share Fee.

The Township shall deduct the applicable fair share fee from the wages of each employee who has been an employee for more than thirty (30) days and who is not a member of the Union, in the same manner as Union dues are deducted pursuant to the Union dues deduction authorization. The Fair share Fees, if any, shall be transmitted to the Union at the same time as, and included with, the Union dues.

Section 4. COPE Checkoff.

Upon receipt of a proper written individual authorization from an employee, either directly or through the Union, the Township will deduct from the wages of the employee such sum, as the employee shall authorize as voluntary contribution for candidates for elected public office to the Union's Committee on Political Education Fund. Such deductions shall be made each pay period and shall be paid over by the Township to the Union's TWU-COPE Fund at the same time as the Union dues.

Section 5. Union Representation.

Any employee required to appear before any supervisor for discipline, reprimand, discharge or investigation shall be entitled to Union Representation at such meeting.

ARTICLE 5

NO DISCRIMINATION

The parties agree that race, sex, color, creed or national origin shall not be a factor in the hiring of employees, or establishing the conditions of their employment, rates of pay, hours or working conditions. No employee shall be deprived of equal employment opportunity nor be subject to any discrimination in the exercise of one's employment rights on account of race, sex, color, creed or national origin.

ARTICLE 6

SENIORITY AND JOB TRANSFERS

Section 1. Definition.

Seniority as used herein is defined as the length of continual employment in the service of the Township and the right accruing to employees by reason of such length of service entitling them to certain preferences provided for in this Agreement. In the event two employees are hired on the same date, they will be placed on the seniority list in alphabetical order.

Section 2. New Employees.

All new employees shall be regarded as probationary employees for a period of ninety (90) days following the date their employment with the Township began, and shall have no seniority rights during that time. New employees will be paid at a rate of \$5,000 less annually than the classified wage salary rate during the first six (6) months of employment.

Such an employee may be discharged during his probationary period by the Township in its absolute discretion, and such a discharge shall not become the basis for a grievance hereunder by the Union for any reason. When an employee is retained in the employ of the Township following completion of said probationary period of ninety (90) days, his seniority in the bargaining unit shall be counted from the first day the employee started to work for the Township. No employee who has completed his probationary period shall be discharged except for just and proper cause or for economic reasons.

Section 3. Layoff and Recall.

During the term of this Agreement, the Township shall not layoff employees who at the time of the layoff have accrued more than five (5) years of Township seniority

For the purposes of layoff and recall, seniority shall first be considered and then qualifications. The burden shall be on the Township to establish the lack of qualification of any employee. If it shall be necessary to reduce the work force in any area in the bargaining unit, the Township shall first give the Union two (2) weeks' notice prior to the elimination of any particular job or jobs. The Township shall first layoff the employee with the least bargaining unit seniority within the classification within the division or department involved. Such an employee who is scheduled for layoff shall have the right in lieu of layoff to replace (bump) an employee within the unit who has less seniority so long as the bumping employee is qualified to do the job. Such a bumped employee shall, in turn, have the right to bump another employee in the same manner and so on until the employee within the bargaining unit with the least seniority is reached. Recalls shall take place in reverse order of layoffs, that is, the last employee laid off, or bumped from his former classification within a division or department wherein a layoff has occurred or involuntary downgraded in lieu of layoff, shall be the first employee to be restored to his former job.

Section 4. Job Posting.

In the event the Township determines that there is an open position within any job classification covered by this agreement, the Township will post a notice of the opening along with a description of the job. The posting will be signed and dated by the union officer when posted. The posting will remain in place for a period of five (5) regular work days. Employees who wish to be considered for the opening must sign the posting within that five (5) day work period. All employees who sign the posting and meet the minimum qualifications for the job will be considered in accordance with seniority. For vacancies in the public works department employees with seniority in the same division as the vacancy shall be given first consideration.

For vacancies in other departments, employees with seniority in the department with the vacancy will be given first consideration. A job will be posted for a five (5) working day period and will be filled within thirty days pursuant to the provisions of this section. In the event the Township does not consider any of the applicants qualified to fill the vacancy, the Township shall then have the right to fill the vacancy in such manner, as it deems proper. The Township shall use the following guidelines in reaching its decision.

(a) If more than one qualified employee applies for the job and ability is relatively equal, the employee with the greatest seniority will be selected for the job.

(b) If more than one qualified employee applies for the job and there is a difference in ability, preference will be given to the employee with the greater ability to do the job.

(c) If only one qualified employee applies for the job, that employee will be selected for the job.

(d) In the event that the Township determines that none of the employees who signed the posting are qualified for the job, the Township may, at its sole discretion, determine to train an employee for the open position. In that event, the Township may select the employee with the greatest ability to perform the job with preference being given to employees in the division or department where the vacancy occurred. In the event ability is determined to be relatively equal, the most senior employee will be selected for the training position. The Township is under no obligation to train an employee for an open position.

(e) If no qualified employee applies for the job and the Township is either unwilling to select a trainee for the job or no one applies who meets the requirements of a trainee, applicants from outside will be recruited for the job.

(f) If ability is given preference over seniority in this section, and the Union feels the reasons the Township has given are unsatisfactory, the grievance procedure described in Article 15 will be followed. An employee who bids for and receives a posted job shall be on probation in the new job for a period of fifteen (15) days. Compensation, whether at a higher or lower base salary, will not become effective until the Township and the employee mutually agree that the transfer is acceptable, at which time the base salary will then be adjusted retroactive to reflect the base salary for the job classification involved. In the event that an employee proves unsatisfactory in the job he bid for and received, he shall have the right to return to his former classification, division and/or department.

(g)(1) No Township Department Head can ask an employee, and no employee can volunteer, to sign a waiver of the fifteen (15) day probationary period. Any waiver signed before the fifteenth day shall be considered null and void.

(2) The only employee not eligible to bid for a posted position is an employee on ninety (90) day new job probation. If that employee comes off probation during the posting period, he becomes eligible to bid for the posted job.

(h) Job Posting and Seniority. In the event that a vacancy cannot be filled by selecting an individual from the division of the Public Works Department in which the vacancy occurs or from the department in which the vacancy occurs, the Township will then consider qualified employees with seniority from outside of the division or department in which the vacancy occurred. In this event, the other divisions and/or departments are of equal weight; no employee from any one division or department will receive preference as a result of being in that division or department. For purposes of job bidding, employees are considered to be in the divisions or department in which they are regularly scheduled to perform work.

(i) An employee who successfully bids for a job and who does not successfully complete the 15 day probation in that job will be replaced by the next person on the job posting list. The Township will continue to refer back to the original job posting until the job is permanently filled or they have exhausted the names on the job posting list. In that event, the Township shall re-post the job. The individual employee, and not the Union, has the responsibility to bid for a job.

(j) The Township will post a job within seven (7) days after an individual has cleared the fifteen (15) day probation in the new job described in Article 6 Section 4 (f).

Section 5. Forfeiture of Seniority Rights.

All seniority rights shall be forfeited by an employee:

(a) If he voluntarily terminates his employment;

(b) If he is discharged for cause;

(c) If, when notified by mail at his last known address to return to work following a layoff, he fails to report for work or to notify the Township of any justifiable reason for such failure within seven (7) days;

(d) If he fails to return to work at the expiration of an authorized leave of absence or to notify the Township of a justifiable reason for his failure to do so.

Section 6. Temporary Transfers.

(a) The Township may make temporary transfers of employees to jobs other than those normally performed in order to meet the operational requirements of the Township for a period not to exceed thirty (30) days.

(b) Any employee temporarily transferred by the Township must be paid either his own regular rate or the rate of the job to which he is transferred, whichever is higher. Employees

shall be paid at the higher rate for each and every hour his services are utilized in the transferred position. Employees temporarily transferred for more than four (4) hours shall be paid the higher rate for the entire day.

(c) The trash collection work will be performed by the Sanitation Division. If Sanitation Division Drivers and/or Laborers are absent from work, the workload normally borne by those employees will be distributed equally among remaining Sanitation Drivers and Laborers.

(d) Sanitation Drivers and or Laborers will be required to assist with uncollected route upon completion of their assigned route, and will also be required to remain at work until the completion of all collection routes.

(e) The Township will be permitted to make temporary work assignments to bargaining unit members working within other Township departments and divisions in certain circumstances. Where there are insufficient Sanitation Division employees present to perform their assigned work within the normal work day and overtime limits, the Township may assign other employees to work in the Sanitation Division of the Public Works Department utilizing the following system:

(1) Individuals from other departments and divisions who the Township intends to utilize on a temporary non-emergency basis in Sanitation will be identified.

(2) This list will be subdivided into drivers and laborers.

(3) Temporary assignment will be made on a rotating basis utilizing reverse seniority order from this list on a daily basis as employees are needed to fill in positions in the Sanitation division. The subcommittee will also review this rotation list for accuracy.

(f) Temporary Transfers due to suspension of Drivers License.

(1) Employees for whom driving is an essential function of their job, as determined by the Township, and whose license is suspended for one (1) year or less, may remain on the Township rolls and be assigned other work in the Township bargaining unit for a period not to exceed one (1) year. The employee may be assigned to any vacant budgeted position they are qualified to perform, not including the position which they must vacate due to the suspension of their license, at the rate of pay of the job to which they are re-assigned. When the employee's license is restored, the employee will be allowed to return to his/her regular job without loss of seniority.

Employees who must drive intermittently or not at all and whose driver's license is suspended for 180 days or less, will remain on the rolls of the Township and be permitted to work their regular job with a driving restriction, at their regular rate. If the suspension is for a period greater than 180 days, the employee may remain on the rolls of the Township and be assigned to his /her regular job with a driving restriction, at their regular rate or be assigned to other work in the Township Bargaining unit. This assignment will be at the sole discretion of the Township and can only be to a vacant budgeted position the employee is qualified to perform and will be at the rate of the position for which they have been assigned. When the employee's license is restored, the employee will be returned to his/her regular job without loss of seniority. Employees whose license is suspended for a period greater than one (1) year may transfer to a vacant position in the Township bargaining unit for which they qualify. If they refuse to make this transfer to a vacant position they will be dropped from the TWU seniority roster and terminated from the Township. If there are no budgeted positions available at the time an employee who has lost their license would be subject to reassignment or voluntary transfer, the employee will be placed on leave of absence from or dismissed from the Township. If placed on

unpaid leave of absence they will be entitled to the first vacant budgeted position that becomes available, however seniority will pick up from the date they start the unpaid leave of absence.

(2) Employee assignments described in this section will be done under the following provision:

(i) Individual will be required to perform all the duties of the job to which they have been re-assigned

(ii) Individuals will have their days off and shift determined by the Township during this temporary re-assignment.

(iii) Individuals who choose not to be reassigned or abide by these provisions will be placed on leave of absence from the Township, without pay or benefits. These individuals will be able to continue their benefits with the Township by paying the COBRA level fee for the benefits during this leave of absence.

(iv) At the end of the leave of absence the employee will be returned to his/her regular job without loss of seniority.

Section 7. Seniority Lists

The Township shall maintain up-to-date seniority lists for the bargaining unit and all classifications, divisions and department, and shall provide the Union with a new set of seniority lists from time to time. It shall also submit to the Union copies of all posted notices.

ARTICLE 7

OVERTIME

Section 1. Hours of Work

Regular hours of work for employees in each department shall be determined by the Township and posted. In the event that the Township determines to change the regular hours of

work, it will provide thirty (30) days advance notice of the change to employees in the affected departments and to the union.

All employees shall be paid one and one-half times their hourly rate for all work performed prior to or after the normal workday. All employees shall be paid double time their hourly rate for all work done prior to or after their normal workday plus eight (8) hours of work at time and one-half.

Example overtime calculations:

Hours worked: 7:00 AM – 3:30 PM normal tour of duty 8 hours regular pay 3:30 PM – 11:30 PM 8 hours overtime at one and one half (1 ½) pay.
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Hours worked: 7:00 AM – 3:30 PM normal tour of duty 8 hours regular pay 3:30 PM – 11:30 PM 8 hours overtime at one and one half (1 ½) pay 11:30 PM – 2:30 AM 3 hours overtime at double pay.

Hours worked: 5:00 AM – 7:00 AM 2 hours overtime prior to normal tour of duty at one and one half pay 7:00 AM – 3:30 PM 8 hours normal tour of duty 8 hours regular pay 3:30 PM – 9:30 PM 6 hours over time at one and one half pay (1 ½) 9:30 PM – 12:30 AM 3 hours over time at double time. Combination of overtime at 1 ½ time before and after normal tour of duty.
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Section 2. Call Back

Each employee with the exception of standby men in the Sewer Division shall be guaranteed four (4) hours of pay at a rate one and one-half times the normal hourly rate if he is called back to work or called in to work on his day off.

Section 3. Overtime Assignments

Overtime work shall depend upon the activities performed by the division or department to which each employee is assigned and upon any emergency conditions that should arise. Department heads shall distribute overtime work within the division or department among employees qualified to perform such work on an equal basis. Each department head shall select employees for overtime on a rotating basis. Department heads shall maintain a seniority list based on job classification within the division or department and shall rotate overtime in accordance with the seniority list. Failure to rotate overtime or to reasonably distribute overtime work among qualified employees in accordance with the seniority lists shall be the subject of grievance procedure. The requirements of overtime rotation and distribution set forth in this Section do not apply to employees in the Sanitation Division of the Public Works Department. The Township will establish the routes over which sanitation division employees perform their assigned work. Sanitation division employees will rotate in seniority order through these routes. Assigned routes will be changed monthly. Employees so assigned to a route will be required to work any overtime necessary to complete their assigned route each day, unless the employee has a bona fide emergency that precludes them from working overtime on a given day. Mandatory over-time will be limited to a maximum of two (2) hours per day during Eastern Standard Time. During Daylight Savings Time, mandatory overtime will be limited to a maximum of three (3) hours per day, except during July and the first two (2) weeks of August, when the maximum mandatory overtime will be two (2) hours per day .

Section 4. Vehicle Callouts

Any time three (3) or more vehicles are called out for overtime, regardless of department, two (2) mechanics will be called out and remain out for the same time as the vehicles' crews.

The mechanics in vehicle maintenance called out to work in accordance with this agreement must perform normal vehicle maintenance work as assigned by their supervisor for the duration of the vehicle call out period.

Any time a Township vehicle in excess of 26,001 GVWR is called out on an overtime basis, other than overtime resulting from regularly-scheduled activities such as trash pickup or overtime resulting from emergency situations such as snow emergency, it will be staffed with one driver and one laborer.

Section 5. Snow Emergency

The Township shall determine which men are qualified to drive snowplows and will list those determined to be qualified in seniority order. A copy of this list will be provided to the union. Individuals who are not qualified will be placed by seniority on the laborers list and allowed to have an opportunity for overtime and an opportunity to learn to drive a snowplow.

If a snow emergency is declared by the Mayor or Chief Administrative Officer acting in the absence of the Mayor, individuals qualified to drive snowplows will be called utilizing the list described above. All employees called will be required to report. In a non-emergency snow removal situation, the same list will be utilized. An employee loses his place on this list if he is called and refuses to report in. In the event the employee is called and does not answer, he remains in his position for the next overtime opportunity. In the event there are insufficient employees who voluntarily report, the least senior employees will be required to report to work until sufficient numbers of employees have reported.

An employee who accepts a non-emergency overtime assignment has one hour to report to work. Employees called to work during an emergency must report within one hour unless a specified time is designated.

Section 6. Mandatory Call-In

Employees will be subject to mandatory call-in or call-back in the event of an emergency declared by the Mayor or designee affecting the health and welfare of the Township and its residents. Employees are expected to report to work except in the event of exceptional personal circumstances.

Section 7. Other Overtime Pay

Sewer **division** employees shall be paid overtime for sixteen (16) hours for the period of time they are on call from midnight Friday night to midnight Sunday night. Sewer **division** employees shall be provided with beepers in order to enable them to leave their residence and still be on call during the weekend overtime period.

All employees shall be paid double time their hourly rate for all work done on a Sunday.

An employee who is called in to work on a holiday shall receive double time plus the regular day's pay in lieu of compensatory time. An employee must work either day before or day after the holiday; however, an employee may be allowed to get off work early prior to the holiday as a matter of managerial discretion. The question of sick leave prior to holiday will be considered managerial discretion for the purposes of this paragraph.

During the six month period the Public Works Department has community service, all employees, with the exception of those in the Parks Department, will be eligible for overtime community service on the basis of their seniority.

ARTICLE 8

WAGES

Effective January 1, 2017, all employees covered by this Agreement shall receive an annual general wage increase in the amount of three (3.0%) percent, which shall be added to all

individual hourly rates previously in effect. Given the TWU ratification of this agreement will be after January 1, 2017 , the wage increase will be retroactive to January 1, 2017.

Effective January 1, 2018, all employees covered by this Agreement shall receive an annual general wage increase in the amount of three (3.0%) percent, which shall be added to all individual hourly rates previously in effect.

Effective January 1, 2019, all employees covered by this Agreement shall receive an additional annual general wage increase in the amount of three (3.0%) percent, which shall be added to all individual hourly rates previously in effect.

Effective January 1, 2020 , all employees covered by this Agreement shall receive an additional annual general wage increase in the amount of three (3%) percent, which shall be added to all individual hourly rates previously in effect.

Effective January 1, 2017 , all laborers in the TWU will be given the same rate of pay. The January 1, 2017 effective base rate of pay for all laborers will be \$ 56, 279.00. (This is reflective of the 3% increase for 2017.)

(Section removed as it only applied to previous CBA and has been made permanent.)

Employees who hold a Commercial Driver’s License (CDL), but who work in a job classification that does not require a CDL, will be paid an additional thirty-five (35) cents per hour, for any time spent performing the duties of a job classification that requires a CDL.

Wages shall be paid in twenty-six (26) regular biweekly payments.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. Sick Leave.

All regular employees shall elect sick leave on one of the following plans:

(a)Employee may continue the present sick leave program, which has been set forth by resolution of the Board of Commissioners of Upper Darby Township the 6th day of September 1960, which is incorporated by reference;

(b)An employee may accumulate one (1) day per month paid sick leave or twelve (12) days per year and may accumulate such sick leave without limitations;

(c)All regular employees shall have the same election with respect to sick leave plans as was set forth in the December 30, 1974 Contract between the Township and the Employees' Association, except that the employee will not be given the benefit of any seniority gains within the last three (3) years for the purpose of accumulating sick days. Employees shall be credited when changing plans with sick leave accumulated as of January 1, 1975. Township will provide employees with the amount of sick leave accumulated as of January 1, 1978 within thirty (30) days from that date and as of January 1, 1975, for all employees who request this information. Employees must make their election within thirty (30) days of the date of the Township posts the sick leave information as stated above.

(d)The Township shall provide each employee in January of each year during the term of this Agreement a notice of accumulated sick leave.

(e)Except as otherwise set forth under Article 17, Section 9, Injury on Duty, injuries received on the job do not involve sick leave and are covered under Workers' Compensation.

(f)Township agrees that upon retirement at age 60, or thereafter, it shall buy back 50 percent of the unused sick days accumulated by an employee to a maximum of 140 days of sick pay (50% x 280 days equals 140 days maximum pay back at retirement).

(g)Upon the death of an employee, the employee's beneficiary shall be reimbursed by the Township for 50 percent of the employee's accumulated sick leave to a maximum of one-

half (½) or 50 percent of one hundred eighty (180) days sick leave, maximum of ninety (90) days.

(h) Township shall give each employee as additional compensation in the form of salary on or before January 15 of each subsequent calendar year five twenty-fourths (5/24) of the unused sick days accumulated by the employee in the previous calendar year. Except however, for the purposes of this section only, no employee shall be considered to be entitled to more than twelve (12) sick days per year. For example, assuming an employee under the old sick leave plan has twenty (20) days of sick leave per year, has used six (6) sick days, thereby leaving six (6) unused sick days for calculation of unused sick time benefit and has a daily rate of pay of \$50.00 times 6 unused sick leave days times five twenty-fourths (5/24) equals an unused sick time benefit of \$62.50. The sick days unused by an employee in a particular calendar year will continue to be accumulated as otherwise set forth under Section 1(a) and 1(b) of this Article.

(i) In addition to one's accumulated paid sick days and sick leave accumulated pursuant to Article 9, Section 1(a), an employee shall be entitled to one (1) year of unpaid sick leave for each incidence of sickness, during which time the employee shall continue to participate in the Township's fringe and employee benefit plans/programs and accrue seniority under the labor and pension agreements. After the expiration of such sick leave, all benefits under the labor agreement will be terminated.

Section 2. Military Leave.

(a) Employees who must fulfill reserve status requirements of two (2) weeks' training duty will be granted military leave for the period encompassing their active duty assignments.

The Township will compensate the employee on military leave to the extent that wages normally received from the Township exceed military pay.

(b) Employees drafted or volunteering for full time military service are granted a military leave of absence without pay. Their position will be held open for them upon their discharge from the military, and no loss of seniority will result. The employee must apply to return to work within thirty (30) days after his discharge or terminal leave in order to remain eligible under this provision.

Section 3. Family & Medical Leave.

The Township will grant leaves of absence to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA or Act) for the serious health condition of the employee or to care for the employee's qualifying family member, or for the birth, adoption or placement of a foster child in the care of the employee.

All terms of this Article shall be construed in accordance with the statutory provisions of the FMLA and regulatory and judicial interpretations of such provisions including provisions relating to notice, medical certification of a serious health condition, designation, qualifying events, amount of leave available, continuation of group health benefits, job restoration and non-discipline for use of FMLA leave.

Eligible employees will be entitled to take up to twelve (12) weeks of FMLA leave in each year, defined under the rolling backward methodology.

In accordance with the FMLA notice provisions, when the need for family or medical leave is foreseeable, the employee will give thirty (30) days notice to the Township of the reason for leave and the anticipated timing and duration of the leave. It is the responsibility of the Township to determine whether the leave requested by an individual is covered by the FMLA. If

FMLA leave applies, the Township must designate the leave in writing, as FMLA leave and inform the employee of this designation.

Eligible employees who use FMLA leave will not be required to utilize accrued and unused vacation or personal days prior to, or concurrently with FMLA leave. Eligible employees who use FMLA leave for their own serious health condition, including disability related to maternity, will be required to utilize accrued and unused sick leave concurrently with FMLA leave.

An eligible employee may elect to utilize accrued and unused vacation or personal days concurrently with the FMLA leave to care for a qualifying family member with a serious health condition, or to care for a son or daughter within 12 months of the birth, adoption or placement of a foster child in the care of the employee.

Section 4. Leave for Union Business

When the requirements of the Township permit a single union representative shall be granted an unpaid 12-month leave of absence to conduct union business on a full time basis for Local 234. The employee must make such request for leave with the concurrence of the Local 234 chairman at least 60 days prior to the start of the leave. This leave may be renewed for an additional 12-month period after receipt of a request to continue this leave. Such request must be made no less than 30 days prior to the expiration of the date the prior leave was granted. The Township must receive at least 30 days notice from the employee and the Local 234 Chairman that an employee on such leave wishes to return to work in the Township. The Township does not have to provide salary compensation to said employee within this 30-day period.

While on leave from the Township, the Township will continue health insurance and related benefits providing the employee makes all necessary employee contributions to the

pension plan. The employee's seniority will accrue during the period of the leave. An employee on such leave will not accrue Township vacation or sick time, earned time will be frozen at the point the request leave is granted. After proper notice from the employee of their desire to return to work with the Township, the employee will have the right to their former position. This action may require the displacement of a TWU member from the returning employee previous position. This employee displaced from the said position will then be allowed to exercise his rights in accordance with the provision of this contract.

Section 5. Leave without pay

When the requirements of the Township will permit employees upon request may be granted a leave of absence without pay for a limited time with the privilege of renewal. An employee who is permitted a leave of absence and while on such leave, engages in other employment without the special permission of the Township, terminates their employment with the Township.

Requests for leave including an explanation of the need for the leave should be made in writing to the employees department head, where possible at least two weeks in advance of the leave. Employees will be notified in writing of the Township's decision concerning the leave.

When an employee is granted a leave of absence pursuant to this section, the employee will continue to accrue seniority during the period of the leave up to a maximum of sixty (60) days, the employee's seniority will be frozen and no additional seniority will accrue beyond the sixty (60) day period.

Failure to report to work as scheduled upon the expiration of a leave of absence, without being excused by the Township shall constitute just cause for dismissal.

ARTICLE 10

VACATIONS

Section 1.

All full-time employees shall be entitled to the following vacation schedule:

Service	Weeks of Paid Vacation
0 - 6 months	-0-
7 - 12 months	1 week
1 through 6 years	2 weeks
7 through 13 years	3 weeks
14 through 18 years	4 weeks
19 years and thereafter	5 weeks

Section 2.

Vacations of five (5) or more days shall be requested and scheduled at least thirty (30) days in advance, and vacations of less than five (5) days shall be requested and scheduled at least seven (7) days in advance. This is to meet the convenience of the Township as determined by the employee's department head, with preference being given on the basis of departmental seniority insofar as it is feasible and practical. No employee shall be granted a continuous vacation of more than two (2) weeks at any one time, unless given approval by the employee's department head.

Section 3.

Employees may accumulate vacation time up to two (2) years in addition to the then current year's vacation time. If the accumulated vacation time is not used within the two (2) year period, the time is forfeited and the employee shall not be paid for the lost time.

Section 4.

At the death of an employee, the employee's beneficiary shall be reimbursed for 50% of the employee's remaining accumulated vacation time, up to a maximum of 180 days.

Section 5.

Each year's vacation, unless otherwise permitted, can be taken subject to the provisions of Subsection 2 of Article 10 as of the first day of each calendar year. Such vacation time is not considered as earned throughout the calendar year.

Section 6

The maximum vacation quota for employees will be as follow:

	April 1 st through September 30 th	October 1 st through March 31 st
Public Works (Not Sanitation)	3	2
Leisure Services	3	2
Electrical	1	1
Parking Enf.	1	1

Removed Police

During the summer months where twice a week trash pick-up occurs, the maximum vacation quota for Sanitation Division Drivers and Laborers shall be 4 Drivers and 4 Laborers provided that the Sanitation Division has available fourteen (14) Drivers and seven (7) Laborers

or temporary Laborers who maintain a valid CDL. During all other times of the calendar year, the maximum vacation quota for Sanitation Division Drivers and Laborers shall be three (3) Drivers and three (3) Laborers. The parties understand and agree that the above vacation quotas for the Sanitation Division will not require the Township to create any additional Driver positions (the Township currently has eighteen (18) CDL Driver positions in the Sanitation Division).

During the summer months where twice a week trash pick-ups occurs, the maximum vacation quota for drivers and laborers in the sanitation department will be three for each category. However, should this action and action associated with other medical leaves cause the Township to drop below fifteen (15) sanitation drivers (which includes all qualified sanitation laborers and temporary sanitation laborers with CDLs), the Township reserves the right to temporarily assign qualified drivers to support manpower requirements in the sanitation department.

Section 7

Vacation selections, which will proceed as follows: During the period of December 1st through 30th employees may schedule vacation for the subsequent calendar year in order of Township seniority within their department/division.

During the period of December 1st through 15th employees may schedule full weeks vacation for the subsequent calendar year in order of Township seniority within their department/division. For the purpose of this section a full week is defined as Monday through Friday. Employees will not be allowed to take five consecutive days which run between two weeks during the December period of choosing the following years vacation.

During the period of December 16th through 30th may schedule single vacation days for the subsequent calendar year in order of Township seniority within their department/division.

No employee scheduling a single vacation day may bump an employee that has been granted a full week vacation in accordance with this section. Vacation requests submitted after the completion of the December selection period will be granted on a first request basis and shall be requested and scheduled at least **seventy-two hours (72)** in advance. **These request will be granted provided the request conforms and meets the quota requirements.** No vacation request by an employee made after the December selection period shall displace a vacation scheduled in accordance with the December selection period.

Should an employee change departments or divisions in accordance with the procedures set forth in this Agreement, such change shall not affect an employee's vacation scheduled in accordance with the December selection period. It may, however, impact vacations not already scheduled under the seven days advance notice provision.

Disputes regarding vacation scheduling shall be resolved on a Department/Division seniority basis during the month of December. Vacation requests submitted after the December selection procedure has been completed will be granted on a first-request basis, and shall be requested and scheduled at least seven (7) days in advance. All vacations will be scheduled to meet the convenience of the Township as determined by the employee's department head and no employee shall be granted a continuous vacation of more than two (2) weeks at any one time unless approved by the employee's department head.

ARTICLE 11
HOLIDAYS

Section 1.

Eligible employees shall receive payment for the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	General Election
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	A day to be determined by the Township in
Independence Day	April or May of each year.
Martin Luther King Day	

In order to receive payment for holiday, and employee must work as scheduled the workday immediately preceding the holiday and the workday immediately following the holiday. In the event of a verifiable illness, which is supported by documentation from the employee's physician, and employee will receive holiday pay.

If an employee has scheduled a vacation day or a pre-approved personal day either the day before or the day after a holiday, the employee shall be paid for the holiday; however, employees are not permitted to take a personal exemption day the day before or the day after a holiday.

ARTICLE 12

PERSONAL DAYS

Each employee shall be given four (4) personal days to be used as the employee sees fit in accordance with the terms of the Contract. The personal days, as otherwise permitted, can be taken as of the first of each calendar year subject to appropriate scheduling and notification to employee's supervisor. Such days are not considered earned throughout the calendar year. Employees must provide a minimum of twelve (12) hours notice to schedule a personal day,

except that employees will be permitted to utilize two (2) personal days per year without prior scheduling or notice.

ARTICLE 13

COMPENSATORY TIME

All compensatory time must be taken by the employee within twelve (12) calendar months from the time it is earned, otherwise it will be lost.

Compensatory time is available to the employee in lieu of overtime payments. The employee desiring the compensatory time shall sign a form to be supplied by the Township, said form to be given to the Department Head three (3) working days in advance of the time being desired to be taken as compensatory time.

The granting of the requested compensatory time shall be at the convenience of the Township and determined by the employee's Department Head, with preference being given on the basis of departmental seniority insofar as it is practical and feasible.

There shall be no more than five (5) continuous compensatory days allowed to the employee at any one time.

ARTICLE 14

BEREAVEMENT LEAVE

Compensation shall be paid by the Township to the employee at his prevailing rate for loss of time up to four (4) days where death has come to a member of employee's immediate family, which is defined as spouse, children, sister or brother. The employee shall be entitled to up to four (4) days loss time leave for a mother or step mother and a father or step father, employee will only be allow to use one four day period for each category. In the event of the loss of a grandparent or grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law,

two (2) days of lost time with compensation will be allowed. At the time of the death of a relative as set forth in this paragraph, the employee must notify the department head when taking absence due to death in the family. Any allotted time off under this section with pay must be taken within one (1) week following the death of a family member. If the death occurs while an employee is on vacation or Township paid holiday, such time will be compensated in addition to the vacation or holiday time.

ARTICLE 15

PARENTAL LEAVE

The Township will allow three (3) days parental leave with pay for the birth or placement of a child with the employee or the employee's certified spouse. Certified spouse shall be defined as a spouse married in a civil or religious ceremony or with whom an employee is living in a common-law marriage, that was entered into as of September 13, 2003.

ARTICLE 16

HEALTH AND WELFARE

Section 1.

It is agreed that the Township shall have the right to change the carrier of the sickness and accident plan, major medical, life insurance and/or other insurance plans set forth herein provided the coverage under any substitute plan shall remain unchanged and provided there shall be no additional cost borne by the employee. **Original section 1 removed**.

Section 2.

Township shall provide eyeglass coverage for employee and family members defined to include spouse and children only. The plan to be provided by the Township will either be self-insured or a plan of insurance so that each employee and family member will be entitled to a

comprehensive eye examination, spectacle lenses or contact lenses (in lieu of eyeglasses) once a year. Employee or family member will be entitled to eyeglass frames every two years.

Coverage

Examination

Frequency 12 months

In plan	100%	Out of Plan allowance	\$40.00
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Lenses

Frequency 12 months

In plan	100%	Out of plan allowance	
		Single Vision	\$40.00
		Bifocal	\$60.00
		Trifocal	\$80.00
		Lenticular	\$80.00

Frames

Frequency 24 months

In plan	100%	Out of plan allowance	\$45.00
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Contact Lenses (in lieu of eyeglasses)

Frequency 12 months

In plan	100%	Out of plan allowance:	
		Elective	\$105.00
		Medically necessary	\$210.00

Section 3. Health Care Plan.

(a) Effective January 1, 2017 the Township shall provide all current employees of record as of January 31, 2017 health care coverage under the Independence Blue Cross (IBC) Personal Choice (PC) 10/20/70. Employees of record as of January 31, 2017 shall pay three (3%) percent of the monthly premium for the IBC PC 10/20/70 health care plan for the term of the agreement.

(b) New employees hired after January 31, 2017 will be provided health care coverage offered as Independence Blue Cross (IBC)—Personal Choice (PC) 15/25/70 health care plan for the term of the agreement.

(c) Employees of record as of January 31, 2017 during open enrollment may opt for the health care coverage offered as Independence Blue Cross (IBC) – Personal Choice (PC) 15/25/70, provided they pay 3% of the monthly premium for the IBC PC 15/25/70 health care plan.

Coverage will also provide vision and dental care. Prescription coverage will be provided with a deductible of \$3.00 for generic drugs and \$5.00 for non-generic drugs.

(b) **Opt-Out Benefit.** Employees who decline Township-sponsored medical insurance coverage will be provided a return of savings realized by the Township in an annual amount of \$2,000.00, payable in two (2) \$1,000.00 installments. But opt-out benefits will not apply in cases where both spouses are employed by the Township.

(c) **Mail-Order Prescription Drugs.** The Township will provide a mail-order prescription alternative in order to reduce the cost of maintenance drugs for bargaining unit members. The mail-order benefit will provide up to a 90-day supply of ordered maintenance medication. For the generic or brand at the co-payment for individual employee plans.

ARTICLE 17

MISCELLANEOUS PROVISIONS

Section 1. CDL License.

Township will pay the CDL Licensing fee every four years for drivers in the bargaining unit who are required to possess a CDL License.

The Township will pay (reimburse the full amount of the Commercial Driving License (CDL) fee each cycle required by the State of Pennsylvania. (The current fee for 2016 general CDL fee is \$89.50. with Tanker certification \$104.50). The employee who possesses a CDL must pay the fee to the State Department of Transportation and then submit proof of payment and a copy of their CDL application to their department head. The department head will process paper work for reimbursement of this fee to the employee. The employee must provide a copy of their CDL to their supervisor.

An employee with a CDL must notify his supervisor immediately upon notice from the State Department of Transportation that his CDL status is changed, suspended or revoked. The normal process for an individual with a CDL that may be changed by the State Department of Transportation is for the individual to receive a letter advising them that their CDL status will be changed on a date certain. Failure of the employee to notify his supervisor on or before the date certain where the employee will see the status of his CDL changed and said employee continues to operate a Township vehicle without a valid CDL, the issue upon discovery by the Township will immediately move to the step 3 grievance level. The hearing officer at this step 3 will review the information presented and assign discipline up to and including dismissal.

Section 2. Uniforms.

The Township shall provide each employee, with the exception of the mechanics, an annual lump sum payment of \$475.00 with which the employee shall be expected to purchase whatever uniforms he needs during the course of the calendar year. An employee must have been actively at work for more than half of the preceding 12 months in order to be eligible for an employee clothing allowance payment. Employees will be expected to purchase appropriate work shoes with their allowance. Mechanics will be expected to purchase safety boots for use during their work hours with their clothing allowance. Employees shall not be expected to purchase gloves, rain gear, or other such wearing apparel not customarily considered as a uniform. The mechanics shall continue to receive their uniforms as presently provided by the Township. Inspectors in the meter department will be required to wear Township designated uniforms, and will be given such uniforms and shoes in lieu of a clothing allowance. All employees will be suitably dressed while on the job.

Section 3. Temporary Help.

The Township shall have the right to employ extra temporary help and special summer temporary help which employees shall not be included as members of the bargaining unit covered by this Agreement. The Township will not use part-time employees for the jobs covered by the Contract except in the meter department.

Section 4. Employees Hired With Federal Funds.

Any employee hired with the assistance of federal funding or a similar state or county governmental grant, shall be permitted to be a member of the bargaining unit and have all the rights and privileges as set forth in this contract with the exception that when and if the federal

funds terminate, the Township shall have the right to terminate the employee. The Township shall notify the Union when an employee is hired under a federally funded program.

Section 5. Job Classification.

The employer will maintain a system of job classification and base salaries and employees will be notified of their job classification at time of hire, promotion or transfer.

Section 5a. Work Rules.

The Township will prepare a set of work rules so that each employee in each department will understand what is expected of him. The work rules, if deemed unreasonable, will be the subject of grievance proceedings as set forth in Article 15. The Township will provide each member of the Union with a set of Township work rules.

Section 6. Educational Benefits.

Township shall provide the sum of \$10,000 each year to be used for educational benefit of Union members under the following guidelines:

- (a) The Township will reimburse the employee for 75% of the cost of the class, with a per year, per employee maximum of \$750.00.
- (b) The employee must satisfactorily complete the course he has taken in order to receive the matching educational benefit;
- (c) Funds from the Township shall be provided on a first come, first serve basis;
- (d) The Township funding will be allocated between semesters so that as much as possible there will be an equal amount provided for each of two semesters annually;
- (e) The Township must approve the course to be taken by the employee.

(f) Employees may take any of a selection of courses so long as the particular course taken will contribute to their capacity and upgrading within the Township. The course selected must have some bearing on any type of Township-related employment.

Section 7. Safety.

(a) The Township will provide the employees with a health fair day or days, so that the employees may, while on duty, be given time off for the purpose of taking advantage of health services to be provided by the Township in the nature of testing for blood pressure, glaucoma, tuberculosis, etc.

(b) The Township and Union shall appoint a Safety Committee consisting of Mayor, or his designee, and other department heads or their designees as needed along with the Union President or his designee and representatives from various departments as needed to take up problems relating to safety equipment, safety procedures, safety checks, and grievances relating thereto. The Committee shall promote the health, safety and welfare of the employees and endeavor to resolve grievances, and shall meet every month.

(c) The workplace safety committee will take up the task of reviewing and evaluation a possible pattern of illness that may have developed among employess working at a specific location owned by the Township where employees are scheduled to work or report to work for assignment.

Section 8. Life Insurance.

During the term of this Contract, the Township shall provide each employee covered under this Agreement with life insurance in the following amounts, \$ 55,000.00

Upon retirement at age 60, one-half (½) of the then current life insurance in force at the time of retirement shall be maintained through age seventy (70) for each employee. After age seventy (70), the insurance benefit will be \$5,000.00.

Section 9. I.O.D. (Injury on Duty).

(a)When an employee is injured on the job they must immediately notify their supervisor. If the employee cannot continue to work, the employee must go to the hospital or an appropriate medical provider.

(b)If an employee is absent due to injury on the job, the first 7 work days of absence will be charged against sick leave, vacation leave, personal days; or in the event of none of these, without pay, until such time as the insurance carrier determines that the IOD claim is valid. At such time, the employee will be reimbursed for the docked sick, vacation or personal day, or the employee will be reimbursed for lost wages if he had no paid days available and had gone without pay.

(c)If the employee is out more than seven (7) days on a valid IOD claim, the employee will be paid 2/3 of his gross salary or the limit established by the state if the 2/3 of the salary is greater than this limit.

(d)Employees unable to work as a result of an on-the-job injury shall be entitled to “IOD Leave,” during which time the employee will continue to participate in the Township’s fringe and employee benefit plans/programs under the labor and pension agreements. After the expiration of such IOD leave, all benefits under the labor agreement will be terminated. Employees with less than twenty (20) years of service will be entitled to two (2) years of IOD Leave for each incidence of injury. Employees with twenty (20) or more years of service will be entitled to three (3) years of IOD Leave for each incidence of injury.

(e)The Township may require the employee who is injured to submit to doctor visits or testing in compliance with the Worker Compensation rules and regulations. When the Township or the Township's representative has made an mutually agreed upon (with the employee) appointment for such medical visit and the employee fails to show for the appointment or cancels the appointment on more than 24 hours, the township may seek reimbursement for any cost the township may incur from the medical office for these actions.

Section 10. Coffee Breaks.

All employees are entitled to a fifteen (15) minute coffee break in the a.m. and p.m. of each workday; however, the time of such coffee break is to be determined by the foreman/supervisor of that department of division.

Section 11. Pension Calculation.

The formula for determining employee monthly retirement benefit shall be as determined by the Township Retirement Board as set forth in the By-Laws of the Municipal Employees Pension Fund of Upper Darby and the Pension Plan Handbook. The Township shall be responsible for contributing such funds as may be necessary as recommended by the actuary in order to meet the expected costs of present and future plan benefits resulting from calculation change set forth in this paragraph.

Section 12. Longevity.

Any employee who has entered the service of the Township prior to January 1, 1988 shall be entitled to have his or her base salary increased due to length of service as follows:

- (a)After 5 years by an additional 3 percent;
- (b)After 10 years by a further additional 3 percent;
- (c)After 15 years by a further additional 3 percent; and

(d)After 20 years by a final further additional 3 percent.

An employee entering on duty as of January 1, 1988 or thereafter shall not be entitled to a base salary increase due to length of service.

Section 13. Health Benefits at Retirement.

Under the following circumstances, beginning January 1, 1990 and thereafter, the Township shall pay a portion of certain hospitalization and medical benefits (health coverage) for employee and spouse upon retirement of employee:

(a)Where the employee retires at age 60 with ten (10) years of service, the Township shall pay 45 percent of the cost of prescription and health coverage until employee is eligible for Medicare, and thereafter 45 percent of cost of 65 Special supplement or equivalent coverage and prescription coverage.

(b)Where the employee retires at age 60 with fifteen (15) years of service, the Township shall pay 55 percent of the cost of prescription and health coverage until employee is eligible for Medicare, and thereafter 55 percent of cost of 65 Special supplement or equivalent coverage and prescription coverage.

(c)Where the employee retires at age 60 with twenty (20) years of service, the Township shall pay 80 percent of cost of prescription and health coverage until employee is eligible for Medicare, and thereafter 70 percent of the cost of 65 Special supplements or equivalent coverage and prescription coverage.

The health coverage referred to in this Section is limited to Hospital, Surgical, Major Medical and Prescription Drug insurance.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1.

Should any difference arise between the Union and the Township as to the interpretation, application or breach of any of the terms of this Agreement, an earnest effort shall be made to settle such grievance, dispute or disagreement. Grievance shall be presented in writing by the Union within five (5) days, on a form provided by the Township stating the nature of the dispute, which should include a narrative of the disputed issue. The statement “circumstance involved” in and of itself as the nature of the grievance is not an acceptable explanation of the issue. The statement “circumstance involved”, may be used as part of the explanation. The Township must provide an answer in Step 1 and Step 2 within five (5) working days each. Failure to provide a response to the Union within this time period will automatically move the grievance to step 3. In Step 3 the administration within five (5) working days will offer the Union a step 3 hearing: said hearing date to be within ten (10) business days of the matter moving to a step 3 level. If the Administration fails to meet these time marks in the step 3 level grievance, the grievance will stand in favor of the Union. If the Union is not able to schedule a meeting within the ten (10) day period, time line requirement stated herein become null and void. The aggrieved employee must attend the step 3 review or the grievance will be denied.

The Grievance process is as follows:

Step 1: Grievances may be raised by the Union, or an employee believing oneself to be aggrieved through a section officer or staff representative of the Union. Within twenty-four

hours of the grievance having been raised the immediate supervisor will conduct a meeting with the Union and the employee, where appropriate, for the purpose of settling the dispute.

(b) A union section officer shall be notified of any employee discipline before a disciplinary interview is conducted with the affected employee.

Step 2: If no satisfactory settlement is reached in Step 1 meeting, a grievance shall be presented in writing by the Union within five working days, on a form provided by the Township, stating the nature of the dispute to the Department Head. In the case of contract disputes involving the interpretation, application or breach of this agreement, the written grievance shall identify the employee(s) involved, the specific sections of the contract believed violated and the relief sought. The Department Head shall give the Union his/her Section Step answer in writing within five working days of the filing of the grievance.

Step 3: If the Department Head's answer is not satisfactory, the Union shall forward the grievance to the Township within five working days following receipt of the Step 2 answer. The appropriate representatives of the Township, as required, the Union section officers, and staff representative along with the aggrieved employee, if he/she wishes to be present, will meet within five (5) working days of the Township's receipt of the Union's grievance at a mutually agreeable time and place in an attempt to resolve the dispute. Upon request by the Union, the Township shall provide copies of all relevant documents at least two (2) days prior to the Step 3 meeting. The Township will provide the Union with a written response to the grievance within five working days of the Step 3 meeting explaining the reasons for its disposition of the matter.

Step 4. Any grievance not settled under the foregoing may be submitted to arbitration by notice given by the party seeking to arbitrate within twenty (20) working days of the Step 3 answer. Subsequent to the giving of said notice, the parties shall have five (5) working days to

mutually agree on an arbitrator. If they fail to do so, the grievance may be submitted to the American Arbitration Association for handling under the Association's Voluntary Rules of Labor Arbitration.

(a) The costs of the arbitrator and of the American Arbitration Association shall be borne equally by the parties.

(b) Each party shall be responsible for its own costs in connection with its witnesses.

(c) The arbitrator shall not alter, amend, change or modify the negotiated terms of this contract.

(d) The arbitrator may hear only one (1) grievance unless mutually agreed otherwise.

(e) The arbitrator shall render a decision within 30 days after the close of the hearing which decision shall be final and binding on the parties hereto and on the grievant(s).

(f) If the arbitrator orders back pay in any case, all interim wages and unemployment compensation paid to the grievant will be deducted from any such award.

(g) The wage scale herein may not be changed by the arbitrator.

(h) The time limits set forth herein are mandatory. If the Township fails to answer a grievance timely, the grievance shall proceed to the next step. If the union fails to follow the time limits, the grievance shall be considered resolved in accordance with the Township's last answer. Time limits may be extended by mutual agreement of the parties.

(i) Employee disciplinary records older than two years will not be considered in discharge cases.

The parties agree that not later than two weeks prior to arbitration each will make full disclosure to the other of all documents, memoranda, etc. on which it intends to rely in arbitration.

Section 2.

In cases involving the discharge of an employee, the Union shall file a written grievance in the prescribed manner within five (5) working days after being notified of the discharge. If the grievance is not so filed, the discharge cannot later be questioned.

Section 3.

All grievances shall be settled on the Township's time during regular working hours. The Union officers and employees, limited to no more than three (3) employees (and an outside spokesman for the Union) shall be compensated at their rate of pay for all time spent in settling grievances during regular working hours.

ARTICLE 19

LABOR MANAGEMENT COMMITTEE

The safe, efficient and economical operation of the Township's Sanitation Division is a major concern of the public, the Township, the employees and the union. The Township and the union recognize that the public, who support confidence is essential, is entitled to reliable economically and efficiently operated and maintained fleet of sanitation vehicles and, therefore, a joint labor-management productivity committee is hereby is established in the Township's Sanitation Division.

The objective of the committee is to cooperate in working toward achieving the most efficient and economical utilization of work forces and to achieve maximum productivity by subjecting sanitation routes to periodic review. The committee shall also review the routes to achieve the equitable distribution of work and other productivity issues raised by the committee.

ARTICLE 20

DURATION AND MODIFICATION OF AGREEMENT

Section 1.

This Agreement shall become effective when executed and shall be retroactive where indicated to January 1, 2012, and shall remain in force and effect until Midnight December 31, 2016. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend the Agreement. Such notice shall be given to the other party in writing by certified mail or by personal delivery on or before June 30, 2016, and in such event negotiations for a new agreement beginning at the expiration of this Agreement shall begin within twenty (20) days after receipt of such notice.

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EXECUTION TO FOLLOW

IN WITNESS WHEREOF, the Township has set its hand and seal and the Union has caused its name to be affixed and duly attested by signatures of its authorized representatives.

SIGNED, SEALED and DELIVERED this _____ day of _____, 2017

TOWNSHIP OF UPPER DARBY

TRANSPORT WORKERS UNION OF AMERICA,
AFFILIATED WITH THE AFL-CIO AND
TRANSPORT WORKERS UNION OF
PHILADELPHIA, LOCAL 234

By: _____
Thomas N. Micozzie , Mayor

By: _____
Willie Brown. President TWU Local 234

By : _____
Brian Pollitt Executive VP TWU International

Attest: _____
Thomas J. Judge Jr
Chief Administration Officer

Attest: _____
William Bannon
Vice President TWU Local 234

UPPER DARBY TOWNSHIP
DRUG AND ALCOHOL TESTING

I. SCOPE

This Drug and Alcohol Policy Statement applies to: (1) all Upper Darby Township ("Township") employees; and (2) candidates for employment with the Township.

II. PURPOSE

This policy statement affirms the Township's commitment to provide a safe and healthful workplace. This policy promotes a work environment that is drug and alcohol free and devoid of hazards, which might cause injury or illness to employees and residents by implementing standards and procedures for drug testing of employees and job applicants. Employees with a substance abuse problem are encouraged to come forward for treatment in a non-disciplinary environment. The Township will work in every way possible to help employees with their problem.

For the purpose of this policy, the term "tested for substances" or "controlled substances" refers to drugs or alcohol, including mind-altering and/or addictive substances, as well as substances which are not sold as drugs or medicines, but are used for mind or behavioral alternating effects and illicitly used prescription drugs. Controlled substances include plants and chemicals listed in the federal Controlled Substance Act (Pub. L. No. 91-513, Title II, 84 Stat. 1247 ((1970); 21 U.S.C. § 812 for Schedules of Controlled Substances); the Schedules included, but are not limited to amphetamines, barbiturates and related depressants, cannabis (marijuana, hashish), cocaine, hallucinogens, heroin, and inhalants. As used in this policy, the term "alcohol" means ethyl alcohol (ethanol). References to alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol, including distilled spirits, wine, and malt beverages and intoxicating liquors. (Other commonly used terms are defined on page 11).

III. DANGER OF DRUG ABUSE IN THE WORKPLACE

Abuse of alcohol, tested-for substances, and illegal drugs can have adverse effects on safety, productivity, and responsible decision-making. This Drug and Alcohol Policy Statement provides guidelines for ensuring that employees' use of alcohol, tested-for substances, and illegal drugs will not pose a hazard to themselves, co-workers, residents of the Township, or to the facilities or assets of the Township.

The use, possession or sale of alcohol, tested-for substances, and illegal drugs in the workplace endangers not only the safety and health of the individual abuser, but also that of fellow employees, residents and the community at large. Drug abuse impairs the user's judgment, behavior, feelings and perception as well as the user's physiological functions. These effects, among other things, interfere with many of the user's employment responsibilities such as the ability to properly work on or with equipment, to concentrate, organize and make cognitive decisions, to handle or lift large or delicate objects and to handle products and equipment safely. These deficiencies can result in severe accidents or serious injury to the

employee and to innocent bystanders and can also cause damage to property resulting in loss of services and resources to the Township and its residents.

IV. ON-THE-JOB USE, POSSESSION, DISTRIBUTION, OR MANUFACTURE OF ILLEGAL DRUGS, TESTED-FOR SUBSTANCES, OR ALCOHOL

A. Alcohol

The consumption, possession, or being under the influence of alcohol is prohibited while:

1. performing Township business;
2. in a Township vehicle;
3. on Township property for Township-related business; or
4. while being paid by the Township

B. Legal Drugs

Except as provided below, the use of or being under the influence of any legally obtained drug by any employee while performing Township business or while in a Township vehicle or on Township property is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Township facilities. An employee may continue to work, even though under the influence of a legal drug, if management has determined, after consulting with the employee, the employee's physician and any other person or entity the Township feels necessary, that the employee does not pose a threat to his or her own safety, the safety of co-workers, and the employee's job performance is not significantly affected by the legal drug. The employee taking drugs for medical reasons, which may affect his/her performance, must provide a doctor's note, which certifies that the employee can safely perform his/her particular job under the influence of the medication. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

C. Tested-for Substances or Illegal Drugs

The consumption, possession, or being under the influence of tested-for substances or illegal drugs is prohibited while:

1. performing Township business;
2. in a Township vehicle;
3. on Township property, other than for Township-related business; or
4. while being paid by the Township.

Under the Influence, for the purpose of this Policy, means the presence of a drug, alcohol or the combination of a drug and alcohol in a detectable amount as set forth in the testing guidelines. Impairment will be presumed if an employee tests positive.

The manufacture, distribution, purchase, transfer, or possession of a tested-for substance or illegal drug by any employee while in a Township facility or while performing Township business is prohibited.

V. PERSONS SUBJECT TO TESTING

A. Applicants

As used in this policy, "applicant" means a person who has applied for a position with the Township and has been offered employment conditioned upon successfully passing a drug test. All applicants who are offered employment will be required to pass a medical examination which includes a screening test and, where appropriate, a confirmatory test, for drug and alcohol levels, at the Township's expense. Refusal to take the test will result in revocation of the job offer. If the individual tests positive for drugs or the test reveals impairment from alcohol, he/she will be given the opportunity to explain the test results as more fully set forth in this policy. If the Township does not believe that there is a legitimate basis for testing positive, the employment offer will be revoked. No one will be permitted to start work until he/she successfully passes the drug test.

B. Employees

Employees who use, possess, or are under the influence of or are impaired by drugs and/or alcohol at work while on or off the Authority's premises present a hazard to themselves, co-workers, residents and visitors. Accordingly, the Township may require employees to submit a urine and/or blood sample and/or breathalyzer test to be tested at the Township's expense, to determine drug and/or alcohol levels. If the employee tests positive for drugs or the test reveals impairment from alcohol, he/she will be given the opportunity to explain the test results as more fully set forth in this policy. If the Township does not believe that there is a legitimate basis for testing positive, the employee will be subject to disciplinary action, in accordance with this policy.

VI. GENERAL TESTING POLICY

To maintain a safe and healthful workplace, urine testing or breathalyzer testing on a pre-employment, reasonable cause, post-accident basis, and random testing for certain employees will be conducted to determine the use of tested-for substances for: (1) all candidates who are seeking positions with Township, and (2) employees who drive Township vehicles and equipment.

VII. PRE-EMPLOYMENT SCREENING

The Township will maintain pre-employment screening practices designed to prevent hiring individuals who use tested-for substances and who are seeking positions with the Township. Candidates for employment by the Township will be required to submit urine samples for the purpose of screening for use of tested-for substances. This requirement will be publicized to those candidates. The Township will not offer employment to such candidates who

do not complete the pre-employment screening process or who are found to use tested-for substances except when such use is for bona fide medical reasons and will not interfere with the ability to perform essential duties as determined by the Township's Medical Review Officer. Such candidates for employment will be required to sign a consent form agreeing to the mandatory pre-employment tests.

VIII. REASONABLE CAUSE TESTING

The Township will initiate and maintain reasonable cause testing for tested-for substances for employees. Testing will occur when at least one and preferably two supervisors or Township officials trained in the detection of drug and alcohol use have observed and can articulate and substantiate actions, appearance, or conduct indicative of the use of tested-for substances. Supervisors will be trained in the recognition of drug and or alcohol induced impairment. Where possible, the signs will be observed by more than one supervisor, however, when that is not possible one supervisor may order a test.

IX. POST-ACCIDENT WORK-RELATED INJURY TESTING

Effective January 1, 2005, the Township may require an employee who suffers a work-related injury to submit to drug and alcohol testing, which testing shall be done as soon as possible but in no event later than thirty-two (32) hours after the injury for drug testing, or eight (8) hours after the injury for alcohol testing.

A safety sensitive employee on duty in a vehicle at the time of an accident in which someone is killed or in which the operator receives a citation from a law enforcement officer for a moving violation in connection with the accident will be required to submit to drug and alcohol testing. The Township may require a safety sensitive employee involved in a non-fatal accident to submit to drug and alcohol testing following any accident in which a Township vehicle suffers disabling damage or is towed away from the accident scene; or one in which someone is injured sufficiently to require immediate medical treatment away from the scene of the accident, unless the employee's performance can be completely discounted as a contributing factor to the accident. In addition to the employee on duty in a vehicle at the time of an accident, if the Township determines, based on the best information available at the time of the decision, that a meaningful test could be administered to another employee(s) whose performance could have contributed to the accident, i.e., a mechanic who recently made brake repairs on the vehicle involved in the accident where there are indications that brake failure contributed to the accident, such employee(s) may also be subject to post-accident testing. The specimen collection under this section shall be done as soon as possible but in no event later than thirty-two hours after the accident or after the relevant repairs were made (in the case of the mechanic) for urine drug testing, nor more than eight (8) hours after the accident or after the relevant repairs were made for alcohol testing.

Any employee(s) subject to post-accident testing who leaves the scene of an accident before being tested will be deemed to have refused the test and will be treated as if they had recorded a blood alcohol of 0.04 or greater. For purposes of alcohol detection, a breathalyzer test may be administered as part of post-accident testing.

X. RANDOM TESTING

The Township will conduct, at various times throughout the year, random unannounced drug testing for employees who operate Township vehicles. The selection of covered employees will be made by a scientifically valid method, such as a random-numbered table or a computer-based random-numbered generator that is matched with covered employees' social security numbers, or some similar method.

The dates for these random unannounced testing of covered employees will be spread reasonably throughout the calendar year. The number of covered employees randomly selected for testing during the calendar year will be equal to a minimum annual percentage rate of 50% of the total number of covered employees subject to drug testing pursuant to this policy.

Each covered employee will be in a pool from which random selection is made. Each covered employee in the pool shall have an equal chance of selection and shall remain in the pool, whether or not the covered employee is ever tested.

The following employees represented by Local 234 are safety sensitive employees and shall be subject to random testing: (1) Employees whose job requires them to hold a Commercial Driver's License to operate a Township vehicle; and (2) Vehicle mechanics who repair or who perform routine maintenance on commercial vehicles.

The above employees shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested. An employee shall be selected for testing on a random basis by using a scientifically valid random number generation method.

The number of random drug and alcohol tests administered to employees in the pool during any calendar year shall be no more than the percentage amount mandated by the DOT for drivers of commercial vehicles.

Employees who are returned to work after completion of a rehabilitation program shall be subject to unannounced follow-up tests for a period of twelve (12) months and not more than twelve (12) scheduled tests for an additional eighteen (18) months.

An employee whose test results in a positive indication which cannot be tested for confirmation or must be reported as negative due to a failure or defect in the testing procedure or chain of custody may be required to submit to an additional test before being permitted to return to work (if the employee has been held off pending the test results) or on the employee's next working day following the Township's receipt of notice of the failure or defect (in all other cases).

The Township shall not require any employee to submit to drug or alcohol testing except as set forth above or otherwise required by law or regulation.

XI. TESTING GUIDELINES

Urine samples will be obtained for laboratory analysis for the purpose of determining levels of tested-for substances for all candidates for employment, reasonable cause, and/or from employees on a post-accident basis. The Township is responsible for collecting urine samples and the laboratory responsible for urinalysis are certified by the National Institute of Drug Abuse ("NIDA") pursuant to Department of Transportation guidelines and adhere to NIDA guidelines in administration and analysis of all tests.

Specimens shall be tested for (1) marijuana, (2) cocaine, (3) opiates, (4) phencyclidine (PCP), (5) amphetamines, (6) alcohol and such other substances as may be required by law and any other substance now or hereafter classified as a Schedule I or II controlled substance by the provisions of 21 U.S.C. 812 or the Regulations of the Drug Enforcement Administration a 21 C.F.R. 1308.11.

No laboratory result will be reported as positive nor will related personnel action result unless the laboratory report reflects the application of a confirmatory assay method (e.g., gas chromatography/mass spectrometry).

An employee shall be deemed to have a positive test result when the testing procedure complied with the requirements of the DOT Regulations, i.e., collection and chain of custody, and this agreement and the test result showed the presence of a prohibited drug, prohibited drug metabolite or alcohol at a level equal to or above the cut-off level prescribed therein (e.g., a 50 mg/ml cut-off level for marijuana metabolites on the initial screen, 15 mg/ml on the confirmatory test and a .04% cut-off for alcohol).

A candidate or employee who has provided a urine sample or breathalyzer test that is confirmed positive will be contacted by the Township Medical Review Officer ("MRO") who will discuss the results of the test to determine the individual's explanation for the result. If the MRO is unable to contact the employee after reasonable efforts, the MRO may contact Township and inform them to contact the individual and tell him/her to contact the MRO. If the individual refuses to talk to the MRO or does not contact the MRO within five days after being notified to do so, the MRO will report the test as positive to Township. The individual will not be hired or, if an employee, permitted to drive a Township vehicle until he/she has contacted the MRO.

Failure to submit to a drug and alcohol test properly required under the circumstances set forth above is a disciplinary offense for which an employee may be subject to discharge.

If the employee is unable to provide the required amount of urine, the collection site personal shall instruct the individual to drink not more than 24 ounces of fluids and, after a period of up to two (2) hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded and testing discontinued. The Medical Review Officer shall refer the individual for a medical evaluation to determine if there is a medical reason for failure to produce the requirement specimen.

If it is determined that the employee was trying to defeat the testing requirement and if the employee has had a prior positive test, he/she will be subject to discharge.

When there is a positive result from a properly required reasonable suspicion test, the employee is subject to discharge.

When there is a positive result from a properly required post-accident test, the employee will be treated as follows:

(a) If the investigation of the accident results in a finding that the employee contributed to the cause of the accident in a manner which, had all the relevant facts been known to a supervisor on the scene, would have given that supervisor an independent, reasonable suspicion that drug or alcohol use was a contributing factor, the employee shall be subject to discharge.

(b) If the investigation of the accident does not result in such a finding or if the accident is classified as unpreventable, the employee shall be afforded an opportunity for rehabilitation under the Township's program. The employee will be required to successfully complete any program and comply with all after-care requirements including being subject to additional testing.

XII. ADMINISTRATION

The provisions of this policy are consistent with the Department of Transportation's mandatory guidelines.

ACKNOWLEDGMENT

_____ acknowledge receipt of the Upper Darby Township Substance Abuse Policy. I have read the Policy and understand its terms and provisions. I am bound by the rules and regulations contained in this Policy, as well as other rules, regulations, and policies that may be established in connection with this Policy. I also understand that Upper Darby Township has the right to change its policies and procedures without notice to me. I understand and agree that nothing in the Upper Darby Township's Substance Abuse Policy should be interpreted or construed as confirming employment for a specific term or as an employment

_____ Date: _____
SIGNED

_____ Date: _____
WITNESSED

Upper Darby Township
Applicant Drug Testing Consent Form and Release

I, _____, understand and agree that the medical examination I am to receive includes a urine test for substance abuse or chemical dependency.

I understand that if I decline to sign this consent, and thereby decline to take the test, the medical examination will not be completed. Upper Darby Township will be so notified and my application for employment will be rejected.

I understand that failure to consent to this test or a confirmed positive test will result in the Township's refusal to hire me. A confirmed positive test which is a result of medications taken pursuant to a legal prescription will not necessarily result in the Township's refusal to hire me.

In consideration of my potential employment with Upper Darby Township, I hereby release the Township, its officers, principals, agents, employees, successors, assigns and all related entities of and from any and all causes of action, claim and demands whatsoever arising out of or in any way connected to the drug or alcohol testing conducted by Upper Darby Township, or arising out of any actions taken by the Township in connection with my employment by reason of the results of any drug or alcohol testing it conducts, including, but not limited to, claims of wrongful termination of employment, invasion of privacy, defamation, or intentional infliction of emotional distress.

I have taken the following drugs and substances within the last 86 hours:

Identify Name and Amount

I hereby () consent () refuse to consent to the medical examination including the test(s) for substance abuse.

Signed: _____

Witnessed: _____

Date: _____

Exhibit "A"

Upper Darby Township
Employee Drug Testing Consent Form and Release

I, _____, hereby authorize _____, its staff and employees, to conduct a controlled substance screening as required by my employer, Upper Darby Township. I understand that the test sample will be obtained by urinalysis.

I understand and consent to the release by _____ of the results of my controlled substance test to my employer, Upper Darby Township.

I further understand that if the test is confirmed positive, I will be terminated.

I further understand and acknowledge that this test is not required by _____ and that if I refuse to participate in the testing procedure or if I refuse to sign this consent form, _____ will not conduct this test and I will be subject to termination or disqualification from employment.

In consideration of my continued employment with Upper Darby Township, I hereby release the Township, its officers, principals, agents, employees, successors, assigns and all related entities of and from any and all causes of action, claim and demands whatsoever arising out of or in any way connected to the drug or alcohol testing conducted by Upper Darby Township, or arising out of any actions taken by the Township in connection with my employment by reason of the results of any drug or alcohol testing it conducts, including, but not limited to, claims of wrongful termination of employment, invasion of privacy, defamation, or intentional infliction of emotional distress.

I have taken the following drugs and substances within the last 86 hours:

Identify Name and Amount

Date: _____

Signature of Employee:

Time: _____

Witness:

Exhibit "B"

UPPER DARBY TOWNSHIP

ATTENDANCE POLICY

Employees who miss scheduled work time because of lateness or absenteeism cause problems for the Township and their co-workers. Fortunately, most of our employees go through their entire work career without having such problems. However, there are a few employees who constantly have attendance problems, which must be corrected if the employee is to continue working for the Township.

Our residents expect the best from public employees everyday. We provide services that our residents depend upon. If we lose their trust and their confidence because we do not get the job done properly due to lateness and absenteeism, we will lose their respect.

The Township provides very generous vacation, paid holiday, and paid sick leave benefits. Our employees can accumulate unused sick time. Despite these provisions and these benefits, we have employees who are unable to get to work as required every day. We have people who are absent and late on more than just an occasional basis. When employees have repeated or reoccurring absences and/or lateness, it affects everyone.

In order to encourage better attendance and to fairly discipline those employees who continually have lateness and/or absentee problems, we have developed the following no fault attendance policy covering various lateness and absence occurrences.

1. Lateness is defined as follows:
 - a) Not calling in between 15 and 30 minutes before the start of one's shift if, for any reason, you are unable to report for work as scheduled.
 - b) Reporting to work up to 15 minutes after the scheduled time of one's shift.
2. Absence is defined as being more than 30 minutes late without calling in or leaving early, before the end of one's scheduled work day, including overtime.
3. An absence is treated as one (1) occurrence.
4. Lateness is treated as one-half (1/2) an occurrence.
5. An absence of (one) 1 or more consecutive work days will be treated as a single occurrence. An employee absent three (3) or more consecutive days will need to provide verification from a physician.

6. Personal days scheduled Twelve (12) hours in advance are not occurrences. A personal day may be taken without being counted as an occurrence for a verifiable personal emergency.
7. Funeral days, properly scheduled vacation days and paternity leave are not occurrences.
8. A record will be kept of the number of occurrences during the current 12 consecutive month period for each employee. This is called a rolling 12 month period system. **THIS IS NOT BASED ON A CALENDAR YEAR.**
9. Any employee who reaches seven (7) occurrences in any rolling 12 month period will receive a first written warning. An employee who reaches eight (8) occurrences within a rolling 12 month consecutive period will receive a *second* warning.
10. Any employee who reaches 9 occurrences in a rolling 12 month period, will be counseled concerning the attendance policy and their attendance record. The employee will receive a third written warning.
11. A final written warning will be issued at 10 occurrences.
12. Termination will occur if an employee reaches 11 occurrences in a rolling 12 month period.
13. At each step, the employee's record will be reviewed with the employee who will have access to the attendance record. An employee who works Fifty – five (55) consecutive calendar days without being absent or late will have one (1) occurrence removed from the employee's record. An employee will have access to his/her record upon request.
14. Persons with poor attendance records will not be given disciplinary suspensions for the obvious reason that such a person apparently prefers to be off from work.
15. Pattern Absences –
 - a) Any employee with 5 occurrences on the same day of the week or in connection with days off or holidays in a rolling 12 month period will receive written warning. An employee with 6 such occurrences in a rolling 12 month period will receive a second written warning.
 - b) Upon reaching 7 occurrences in a rolling 12 month period, the employee will receive a final written warning.
 - c) Termination will occur if any employee reaches 8 occurrences in a rolling 12 month period.
16. Pattern absence occurrences will be counted as occurrences the same as those in Items 9 through 12 and are not separate and apart. Therefore, any employee can be terminated at

the accumulation of 8 occurrences of pattern absence or a combination of any pattern absence occurrences and absence occurrences and lateness occurrences totaling 11 in a rolling 12 month period.

17. Expiration of Accumulated Sick Leave –

Any employee who has exhausted all of the allowable sick leave or a new employee who has not yet accumulated any sick leave will be permitted an absence without pay subject to all absence and lateness provisions stated above, as well as the following:

- a) One (1) day absence without pay will be treated as one (1) occurrence.
- b) Any employee with three (3) occurrences, in a rolling 12 month period will receive a written warning.
- c) Any employee with four (4) occurrences in a rolling 12 month period will receive a second warning.
- d) Upon reaching five (5) occurrences in a rolling 12 month period, the employee will receive a final written warning.
- e) Termination will occur if an employee reaches six (6) occurrences in a 12 month rolling period.

18. Occurrences resulting from the expiration of accumulated sick leave as stated in Item 16 will be counted as occurrences the same as those in Items 9 through 12 and Item 14 and are not separate and apart. Therefore, any employee could be terminated at the accumulation of six (6) occurrences resulting from expiration of accumulated sick leave or any combination of occurrences for expiration of accumulated sick leave plus pattern absences plus other absence and lateness occurrences totaling 11 in a rolling 12 month period.

19. Interview and Counseling – In each step where an employee is issued a written warning, it shall be documented on a form and given to the employee with his/her Union officer present. The employee will be counseled and asked to sign the form and the Union officer will sign the form.

If an employee cannot be contacted or refuses counseling, the union will be contacted and will sign for the form and a copy of said form will be given to the employee as well as the Union.

All discipline issued to any employee shall be subject to the grievance procedure.

These Policies not to be included as part of the contract document.

GENERAL POLICIES

1. Reporting for Work

- a) You must be ready for work at your work location at the scheduled starting time of your shift and must remain at work until your scheduled quitting time, which may include overtime.
- b) If, for any reason, you are unable to report for work as scheduled, you must call in between fifteen (15) and thirty (30) minutes before the start of your shift and in accordance with the policy of your department. A failure to call in at least fifteen (15) minutes prior to the start of your shift will be deemed a late call in.
- c) When reporting off from work, you must advise your supervisor as to the expected length of absence. If, for any reason, it becomes necessary to extend the original estimate, your supervisor must be notified and the reason given for not reporting. If you are unable to determine the length of your absence, daily reporting is required.
- d) Habitual lateness or absenteeism will subject you to discipline under our work rules and, if not corrected, discharge.

2. Hours of Work

- a) You are required to work the hours for which you have been scheduled, including overtime. Departmental scheduling will be determined by the specific coverage needs of the individual department.

3. Overtime

- a) All overtime must be authorized by your immediate supervisor. This means that you are not to perform work before the start of your shift, during your lunch break or after the end of your shift without authorization.

4. Lunch and Break Periods

- a) Lunch and break periods will be strictly observed.

5. Safety Procedures

- a) All safety rules must be followed. Failure to do so will result in discipline, including possible discharge.

- b) Any dangerous or unsafe condition in your work area is to be reported immediately to your immediate supervisor.
- c) All accidents, however small, must be reported immediately to your immediate supervisor.
- d) Every precaution must be taken to insure proper care of equipment. All conditions of damage or repair must be reported promptly to your immediate supervisor.

6. Disciplinary Work Rules

- a) The following work rules are listed as examples of acts of misconduct for which disciplinary action will be required. There are two (2) distinct sets of rules. The first group of rules lists serious misconduct, a violation of which will result in immediate discharge. They are listed so that there will be no confusion what is expected of you while at work. There is a second list of less serious violations which will result in progressive discipline and, if not corrected, discharge. An understanding of these rules will undoubtedly aid good work performance. We have attempted to list the major acts of misconduct that occur most frequently. Obviously, every possible act of misconduct for which you can be discharged or disciplined is not listed below. Please study and familiarize yourself with these rules. Common sense should prevent you from violating any one of them.

CAUSES FOR IMMEDIATE DISCHARGE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Dishonesty, including any falsification or misrepresentation of any official township records, including an application for employment.
2. Stealing, theft or sabotage of equipment, tools and/or other property belonging to the township, other employees, visitors or vendors.
3. Willful damage, abuse or destruction of township equipment or property or the property of others.
4. Operating township equipment without authorization.
5. Absent from work for three (3) consecutive days without authorization or an acceptable excuse.
6. Possession, sale or use of intoxicating beverages or illegal drugs on township property or reporting for work under the influence of intoxicating beverages or drugs. Violation of drug testing policy. Refusal to submit to a test.
7. Unauthorized use, possession, conveyance or storage of any fire arms explosives (including fireworks) or other dangerous weapons on township property.

8. Insubordination, including refusal to perform work assigned by your supervisor or failure to carry out instructions.
9. The use of profane, abusive or threatening language towards other employees, visitors to your premises or members of the public.
10. Fighting, coercing, interfering with or threatening bodily injury to other employees, visitors to your premises or members of the public.
11. Immoral conduct or indecency.
12. Deliberate delaying or restricting services or work effort, or inciting others to delay or restrict the same.
13. Disclosure of confidential township information to unauthorized persons.
14. Sleeping while on duty.

Violation of any of the following rules shall subject an employee to disciplinary action. Repeated violation of the same rule or violation of different rules shall subject an employee to discharge. These rules are examples of the types of acts of misconduct for which an employee may be disciplined. They are not all-inclusive, but merely illustrate the kinds of acts for which discipline will be given out.

1. Carelessness resulting in damage.
2. Horseplay
3. Wasting time and/or loitering
4. Violating a safety procedure
5. Personal work on township time
6. Unsatisfactory work performance
7. Unauthorized stopping of work before lunch, breaks or quitting time
8. Interfering with any employee's performance of duties

Violations of these types will result in progressive discipline. The schedule of discipline is outlined below:

First Offense	Written warning
Second Offense	Second written warning
Third offense	Final written warning

Fourth offense

Termination

An employee's work record will be analyzed on a rolling twelve month basis. Therefore, a second offense within a rolling twelve month period of the type for which an employee received a written warning will result in a second written warning. Similarly, a third offense within a rolling twelve month period will result in a final written warning.

An employee who receives no written warnings within any twelve month period of time will have the level of warning reduced by one. An employee who does not receive any warnings for a twenty-four month period of time will have his/her record set back to zero. For example, an individual who has received a first and second written warning and then no warnings for a twelve month period of time will have one written warning deleted. The employee's next offense would result in a receipt of a second written warning as opposed to a final warning.