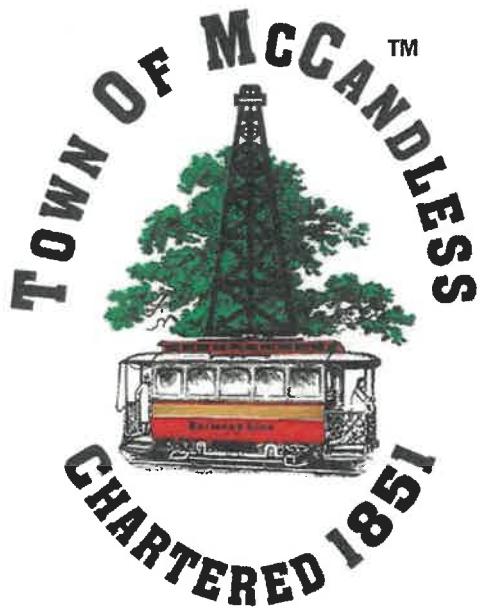


LABOR AGREEMENT
-between-



Town of McCandless
-and-



Teamsters Local 636

DATED: JUNE 10, 2024

TERMINATION: APRIL 30, 2028

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PREAMBLE

Pursuant to the Public Employee Relations Act, the Act of July 23, 1970, Act No. 195, 43 P.S. 1101.101, et seq. (called the "Act" below), this Agreement is entered into this _____ day of _____, 2024, by and between the Town of McCandless (called "Town" below), and the General Warehousemen and Employees' Union Local 636, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (called "Union" below) on behalf of the Town of McCandless Department of Public Works.

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, the following words shall have the meaning set forth below:

Town: is a "public employer" as defined in Section 301 (1) of the Act and shall specifically mean the Town of McCandless.

Employee: is an individual employed by the Town in the unit defined below.

Union: is an "employee organization" as defined in Section 301 (3) of the Act and shall specifically mean General Warehousemen and Employees' Union Local 636, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Unit: a group of Town employees comprised of a subdivision of the employer unit, including all nonprofessional employees in the Department of Public Works, and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards as defined in the Act.

ARTICLE II

RECOGNITION

The Town recognizes the Union as the sole and exclusive collective bargaining representative of the unit employees with respect to rates of pay, wages, hours of employment and other terms of employment covered by this Agreement, for the employees covered by the certification issued by the Pennsylvania Labor Relations Board at No. PERA-R-8582-W.

ARTICLE III

TERM OF THE AGREEMENT

The term of this Agreement shall be from May 1, 2024, to April 30, 2028, and shall thereafter automatically renew for one (1) year periods unless either party gives written notice to the other at least sixty (60) days prior to any expiration time of that party's intention to modify or terminate this Agreement. However, such notice shall be given at least one hundred eighty (180) days prior to the employer's budget submission date so long as the current provisions of Section 801 of the Act remain in force.

ARTICLE IV

MANAGEMENT RIGHTS

1. The Town reserves all rights and powers conferred upon it by the Constitution and laws of the Commonwealth of Pennsylvania and of the United States, except as specifically limited to this Agreement.
2. The Union recognizes that the management of the property and buildings of the Town and the direction of the employees is vested solely and exclusively in the Town and its staff, except as specifically limited by this Agreement.
3. The Union, on behalf of the employees, agrees to cooperate with the Town to attain and maintain full efficiency.
4. The Town agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the union.
5. The Town, through its supervisors or foremen, **will not** perform bargaining unit work normally undertaken by unit employees except in exigent circumstances or to address immediate safety issues. This provision is intended to be utilized primarily, though not necessarily exclusively, where unit employees are busy completing other unit work and may include removal of snow and ice from Town parking lots. Any bargaining unit work undertaken by supervisors or foremen shall not result in layoffs or reductions in force for unit employees.

ARTICLE V

GRIEVANCE PROCEDURE

1. Definitions

- a. Grievance - A grievance is an alleged breach or violation of this Agreement or a dispute arising out of the interpretation or application of the provisions of this Agreement.
- b. Grievant - Any employee or group of employees claiming an alleged breach of violation of this Agreement or claiming a dispute has arisen out of the interpretation or application of provisions of this Agreement.

2. Scope of Grievance Procedure

- a. Any matter not specifically covered by any provision of this Agreement is not a grievance and will not be construed as a grievance.

3. Grievance Procedure

- a. Step One (Informal) - The grievance shall first be discussed by the grievant with his immediate supervisor within five (5) working days of the occurrence of the event giving rise to the dispute.
- b. Step Two - If the grievant is not satisfied with the disposition of the grievance in Step One, he shall, within five (5) working days reduce the grievance in writing on a form agreed upon by the Union and the Town, stating the basis for the grievance and citing the applicable provisions of this Agreement involved. The written grievance shall be filed with the immediate supervisor who shall respond within five (5) working days.
- c. Step Three - If the grievant is not satisfied with the written answer of his immediate supervisor, he shall, within five (5) working days of receipt of that written answer, appeal the grievance to the designated representative of the Town who will meet with the grievant to attempt to resolve the dispute. Within ten (10) working days after said meeting, the designated representative shall give his written answer to the grievant. An employee shall have the right to have a

representative of the Union present with him at all steps of the grievance procedure.

- d. Step Four (Arbitration) - If the Union is not satisfied with the decision rendered at Step Three, it may, within five (5) working days after a decision at Step Three (or within fifteen (15) working days after the grievance was submitted at Step Three, whichever is sooner), serve written notice upon the Town that it intends to submit the alleged grievance to arbitration.
 - i. If the parties cannot agree upon the selection of an arbitrator, they shall apply to the Pennsylvania Bureau of Mediation for a list of seven (7) competent arbitrators. Each party shall alternately strike a name until one name remains and the Union shall strike the first name.
 - ii. The arbitrator shall only have authority to interpret the terms of this Agreement and shall have no authority to add to, subtract from, modify or in any manner alter the terms of this Agreement. The costs of arbitration shall be shared equally by the parties.

4. Miscellaneous Provisions

- a. It is agreed that any grievance must be presented under the procedures of this Article promptly and within the prescribed time limitations. Any grievance not presented within the time limitation of each level shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the decision in the last level to which the grievance was carried and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended by written or verbal consent of the parties followed by written notification.
- b. Conferences, meetings, and hearings held pursuant to this grievance procedure shall be set by mutual agreement.
- c. The Union shall inform the Town, in writing, of all persons authorized to settle grievances on a level or advance grievances to the next level. Only such persons

shall settle and/or advance such grievances. All answers to and advance of grievances in and from Step One and above shall be in writing with reasons.

- d. All employees attending conferences, meetings and/or hearings involving this grievance procedure will do so on their own time.

ARTICLE VI

UNINTERRUPTED OPERATION

1. The Union will not call or sanction nor will the employees engage in any strike, slowdown, or stoppage of work during the period of this Agreement.
2. The Union shall not be liable for damages if the Union, its agents, or representatives are not legally responsible for the acts of its members.
3. The Town agrees that it will not lock out employees during the period of this Agreement.

ARTICLE VII

RIGHTS TO INFORMATION

Upon request, the Town and the Union will furnish to each other non-confidential information relating to collective bargaining and the processing of grievances in accordance with the law.

ARTICLE VIII

BULLETIN BOARD

The Union shall have the privilege of using designated bulletin boards for the purpose of informing employees of Union meetings, functions, affairs, and elections.

ARTICLE IX

LABOR-MANAGEMENT MEETINGS

1. The parties agree that it is desirable to have matters of joint concern discussed by and between them on a single basis. Therefore, meetings shall be scheduled regularly to take up matters affecting the good and welfare of the employees and the Town.
2. Absent an emergency, the designees of the parties shall confer to prepare a mutually acceptable agenda and time at least three (3) working days prior to each meeting.
3. It is understood and agreed that grievance will be resolved through the grievance procedure and will not be taken up at these meetings.

ARTICLE X

UNION SECURITY

1. Maintenance of Membership

- a. All employees who are presently members of the Union in good standing in accordance with its Constitution and By-Laws and all other employees who thereafter become members of the Union after the thirtieth (30th) day of employment shall as a condition of employment maintain their membership in the Union in good standing for the duration of the Agreement in accordance with Act 195.
- b. The failure of any person to maintain Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.
- c. Anyone employed to work only during the summer months shall be considered a seasonal employee and his employment shall not exceed four (4) months. Anyone employed to work as a substitute during the absence of an employee, such as for approved leave of absence, disability leave, or PDOs, or anyone employed to do work of a specialty nature, and then only on a part-time basis, shall be considered a temporary employee. Employment of seasonal and temporary employees shall not exceed four (4) months per employee in any one year except by agreement between the Union and the Employer. Temporary and seasonal employees shall not be entitled to benefits such as hospitalization, major medical insurance, life insurance, PDOs, holiday pay, funeral or jury duty pay.

2. Check Off of Union Dues

- a. The Employer agrees, upon receipt of a voluntary signed check off authorization card which specifies that it is irrevocable for a period of one year or until the termination of this Agreement, whichever occurs first, from any employee who is a member of the bargaining unit, to deduct monthly dues and/or initiation fee from the wages payable to such employee commencing the month next following

the receipt of such authorization. Such deduction shall be made from the first pay period of the month, in such amount as the Local Union Secretary-Treasurer notifies the Employer is due and payable and shall forward such deduction to the Secretary-Treasurer of Local Union 636 by the tenth (10th) day of the following month. The Local Union shall notify the Employer monthly of the dues and/or initiation fees to be deducted and will similarly notify the Employer, in writing, as to any subsequent changes in paid monthly dues.

- b. The Union will hold harmless the Employer against any claim which may be made by any person by reason of the deduction of Union membership fees, including the cost of defending against any such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Section.
3. Union business agents shall be permitted to use suitable Town facilities to hold Union meetings during non-work hours.
4. Union business agents may visit work locations after notification to confer with members regarding grievances or other business within the scope of representation.
5. The Town agrees to inform all new employees of the Union's position as exclusive bargaining representative and to provide them with a copy of this Agreement.

ARTICLE XI

SENIORITY

1. When a promotional opening occurs in a classification, preference in filling such position shall be given to the employee with the greatest continuous service, provided the ability, qualifications and physical fitness of the employee are relatively equal to other bidding employees or other persons.
 - a. All job openings shall be posted for a period of three (3) working days. The business representative of the Union shall be notified of such openings. If any employee is interested in being considered for the position, he must file a written application with his supervisor within three (3) working days of the posting of the notice.
 - b. Temporary Assignment - When an employee is off on leave of absence, disability leave, worker's compensation, accumulated sick leave or PDOs, his/her position will be filled if the employee who is absent will be gone for five (5) or more consecutive working days. The employee filling such position will be paid at the lowest step for that position. If the position filled is thirty (30) or more working days, such time will be considered as a thirty (30) day trial period in the event of a future bid by the employee for the same position.
 - c. If the employees desire to be considered for promotional opportunities, they may file prebid applications with the Manager in accordance with the Training Memorandum attached to this Agreement and made a part hereof.
2. In the event of a reduction in forces, the employee with the least seniority in the classification shall be removed from that classification, provided the senior employees retained can do the available work. In the event of a reduction from a classification, an employee so reduced may exercise his overall seniority to displace least senior employee in another classification. Laid off employees shall be recalled in the reverse order of their seniority, provided they are qualified to perform the work being recalled for.

3. All new employees shall be considered probationary employees for a period of six (6) calendar months during which period they shall have no seniority and may be discharged without further recourse to the grievance and arbitration procedure, but they shall enjoy and be bound by all other provisions of this agreement. Any employee retained beyond the probationary period shall be considered as a regular employee and his seniority shall date back to the date of original employment.
4. The Town shall supply the Union with a seniority list of all employees setting forth the date of hire and the job classification of such employee.
5. Seniority shall be broken when an employee:
 - a. Quits or resigns;
 - b. Is discharged for cause;
 - c. Is laid off for more than twelve (12) months;
 - d. After layoff fails to report for work within five (5) working days after being notified by certified mail at his last address in the Town's records to do so;
 - e. Fails to return following the end of a leave of absence;
 - f. Is absent without excuse for five (5) working days or more.
6. The employee shall make every effort to give the Town at least two (2) weeks in advance of resignation.

ARTICLE XII

EFFECT OF AGREEMENT

1. The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement, and commitment between the parties hereto.
2. All terms proposed, whether agreed to or rejected, will not be subject to renegotiation until negotiations for a new contract commence in accordance with the provisions of the Act and items included within the scope of bargaining which were or are not proposed shall likewise not be subject to negotiation under the period specified above.

ARTICLE XIII

SEVERABILITY

Any article, section, provision, sentence, or clause of this Agreement held to be illegal, will not be deemed valid, except to the extent permitted by law; however, the remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement, and the parties shall meet within thirty (30) working days to negotiate a substitute provision.

ARTICLE XIV

SUSPENSION AND DISCHARGE

1. The Town has the right to discharge or suspend any employee for just cause.
2. The Town agrees that it will notify the employee and his steward, in writing, within four (4) working days after any suspension or discharge of any employee and the reasons, therefore. If there is any question or dispute regarding any suspension or discharge, the grieving employee must file a written grievance regarding same within seven (7) working days from the date of such suspension or discharge and a copy of such grievance must be given to the Town. This grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step Two.
3. The Town shall not utilize written reprimands to support a discharge unless the employee and the Union were provided copies when issued.

ARTICLE XV

SCEDULING AND OVERTIME

1. Scheduling

- a. The Town shall schedule employees and shall, to the extent practicable, inform employees of schedules at least one (1) week in advance.
- b. The regular work week shall not exceed five (5) consecutive eight (8) hour days per week, or forty (40) hours per week.
 - i. Absent unusual circumstances, five (5) consecutive workdays and forty (40) hours shall constitute a normal work week. A workday shall be defined as the twenty-four (24) hour period following the start of work.
- c. This Article shall not apply to matters covered by Article XXXI, Winter Road Maintenance.
- d. Employees will be provided with a break of forty-five (45) minutes duration normally scheduled from 11:30 a.m. to 12:15 p.m.
- e. Lack of Work
 - i. If employees are sent home due to lack of work, a four (4) hour show up time will be paid once the employee(s) have reported to work.

2. Overtime

- a. Employees will receive time and one-half pay for all hours worked beyond eight (8) hours per workday or forty (40) hours per work week.
- b. There shall be no pyramiding of overtime or holiday pay.
- c. Employees may be required to work overtime. When overtime is required on a particular job, the most senior employee(s) working on that particular job will be offered the overtime first, then the overtime will be offered by overall seniority. If no employee(s) accept the overtime, then the Town shall have the right to require the least senior employee(s) to work the overtime.

- d. This Article shall not apply to overtime pay in those areas covered by Article XXXI, Winter Road Maintenance.
- e. All overtime shall be offered to regular employees before it is offered to any part-time employee.
- f. Scheduled and emergency/call out overtime shall be offered via a rotating schedule except for situations requiring a mechanic and/or traffic control technician.

ARTICLE XVI

NEW OR CHANGED JOB CLASSIFICATIONS

1. In the event the Town establishes a new job within the bargaining unit, or changes an existing job, the Town shall provide a new description along with an appropriate rate of pay, using the rates and occupations set forth in Article XXIV, Compensation, herein as benchmarks and guidelines for the establishment of the rate of pay.
2. In the event the Union contests the rate established by the Town or believes that a change has occurred in a presently existing occupation which the Town, after request, has refused to change, the Union may file a grievance alleging that the rate of pay for the position is improper.
3. The grievance shall be filed into the second level of the grievance procedure.
4. In the event such grievance is not settled within the grievance procedure, and is referred to arbitration, the arbitrator shall determine the appropriateness of the rate to be paid for the work to be performed, using the rates and occupations set forth in Article XXIV, Compensation, as guidelines, therefore.

ARTICLE XVII

SAFETY COMMITTEE

A Safety Committee composed of three (3) members selected by the Union and three members selected by the Employer shall be established. Of the three members of each group, one will be designated as an alternate. The Committee shall meet twice annually to consider safety or health problems and make recommendations for adoption of safety and health rules to provide adequate safeguards for accident prevention. This shall not preclude the parties from meeting on other occasions in the event of emergency. The Town Manager or designee will be the chairperson of this committee.

The recommendations of the Safety Committee shall be advisory only. The final decision as to any recommendation made by the Safety Committee shall be made by the Employer.

ARTICLE XVIII

CALL OUT PAY

In the event an employee is called out to work, such employee will receive call out pay of not less than two (2) hours at his/her overtime rate (1-1/2 x straight time hourly rate).

This Article shall not apply to matters covered by Article XXXI, Winter Road Maintenance.

ARTICLE XIX

RESIDENCY

It is desirable that employees maintain a residence within a certain geographical area to maintain a certain response time for Town efficiency in case of emergencies. Employees desiring to reside outside of the Town of McCandless shall be allowed to do so provided they live within an area that does not exceed thirty (30) minutes traveling time to or from the McCandless Town Hall. This geographical area is based on a vehicle traveling at the permitted speed limit.

Any employee hired on or after July 13, 1981 shall:

1. Be a resident in this geographical area, or
2. Become a resident of this geographical area within one (1) year of date of employment.

All employees who are or become residents of this geographical area shall maintain a residence in this area during the term of his/her employment.

Failure to comply with the requirements of this Article shall be just cause for termination.

ARTICLE XX

UNIFORMS

The Town will provide and maintain uniforms for personnel in positions requiring them. Personnel so assigned uniforms shall wear the uniforms during normal working hours and shall take proper care of them.

ARTICLE XXI

FRINGE BENEFITS

1. Reimbursements of Expenses

- a. The Town shall continue its policy for reimbursement of authorized expenses incurred during the conduct of Town business.

2. Pension Plan

- a. The Town shall maintain a defined contribution pension plan to which the Town and the employee will each contribute six percent (6%) of the employee's current annual base compensation, plus rate differential wages when working a temporary assignment. The total annual payment into the pension plan therefore shall be twelve percent (12%) of the employee's basic wage. All employees covered by this contract must participate in the pension plan. All plan provisions shall be made available to the Union. Each employee will receive a statement of plan value and related account information on a quarterly basis. Each employee is entitled to receive a future projection of entitlement at normal retirement age at least once every five (5) years.

3. Life Insurance

- a. The life insurance program shall consist of a policy providing term life insurance in the amount of \$35,000 in the event of death and an additional \$35,000 in the event of accidental death.

4. Benefit and Insurance Coverages under Teamsters Plan 9A

- a. The Town will provide and assume the cost of the Western Pennsylvania Teamsters and Employers Welfare Fund Benefit Program 9A, except that the employees shall be obligated in order to become entitled thereunder to bear 11% of the cost of the coverage for the length of the contract. If the Town elects to discontinue its participation in the Teamsters Plan 9A, the Town must obtain the agreement of the Union.

- b. An employee who is on a leave of absence during which he/she is using any combination of sick leave, PDOs, short-term disability, or long-term disability benefits may remain on the Town's benefit and insurance coverages for a period of up to two (2) years from the date that such leave commenced or eligibility for Medicare, whichever comes first.
- c. The Town will pay \$3,000 at the end of each year to each employee who declines coverage from said hospitalization program. In the event an employee returns to the Town's medical program, this \$3,000 will be prorated in accordance with the number of months no coverage was provided by the Town. Subject to insurance provider and IRS Section 125 regulations, the employee may re-enter the Town medical program at any time.

5. Short Term Disability

- a. The short-term disability policy in effect immediate to the signing of this Agreement shall remain in effect for the term of this Agreement.

6. Long Term Disability

- a. The Town will provide a sixty percent (60%) "grossed up" long term disability insurance policy commencing as soon as practicable upon signing of this Agreement. The cost of the premium for this insurance policy will be added to the employee's wage. The employee will pay taxes on the premium as prescribed by law.

7. Death Benefit

- a. The death benefit program in effect immediately prior to this Agreement shall continue in effect for the term of this Agreement.

8. Mechanic's Personal Tool Repair/Replacement Policy

- a. In an effort to clarify the Town's position on Personal Mechanic's Tool repair/replacements the following policy shall be in effect:

- a) All tool repair/replacement requests must be submitted in writing, along with the tool, and a description of the events that led to the failure, to the Superintendent and the Head Mechanic.
- b) The Superintendent and the Head Mechanic will review all requests. The decision to repair or replace will be at the sole discretion of the Superintendent.
- c) Tools that are submitted must have a remaining useful life and/or are not covered by a manufacturer's warranty.
- d) The Town will not repair/replace any tools that are abused, lost, or stolen.
- e) The Town will provide any tools that are of a specialty nature that may be required for vehicle maintenance. The Head Mechanic should submit requests for such tools, in writing. The Town will retain ownership of these tools.

9. Early Retirement Buyout - For employees who desire to retire from the employment of the Town of McCandless prior to their 65th birthday, the following will apply:

- a. For any employee who is already age 60, but not yet age 65, the employee must notify the Town in writing at least 90 days before their intent to retire. The employee must choose a specific date to retire. Upon retirement, the Town will make a lump sum payment equal to \$600.00 per month for each month until the employee attains the age of 65.
- b. Payments to the employee by the Town, or a portion thereof, pursuant to this Section may be placed into an approved Deferred Compensation (457, 457 Roth, or Roth IRA) created by the Town, at the option of the employee.
- c. Retirement Incentive-For employees who are already age 65 the Town will make a lump sum payment in the amount of \$3,600.00 to any employee who notifies the Town in writing at least 90 days before they retire. The employee must choose a specific date to retire.

10. Stop Smoking Clinic

- a. The Town will provide an employee who smokes an opportunity to attend a stop smoking clinic which will be chosen by the Town and provided for at the Town's expense. This benefit will be provided one time only. If after attending the clinic an employee continues to smoke, he/she will be obligated to reimburse the Town for the cost of the stop smoking clinic.

11. Tuition Discounts through La Roche College

- a. The Town proposes to extend to bargaining unit members access to tuition discounts or similar programs offered through the Town's Agreement with La Roche University, subject to the terms and conditions of that Agreement and Town Policy.

ARTICLE XXII

JURY DUTY

When an employee is required to serve as a juror, he/she will receive his/her full rate of pay for any day that the employee misses work for mandatory jury duty. The Town will not require an employee to turnover any payments received for their jury duty. The Town may request proof of jury duty if necessary.

ARTICLE XXIII

MILITARY TRAINING

The parties agree to maintain all military training benefits as required by law.

ARTICLE XXIV

COMPENSATION

THE HOURLY RATES SHALL BE AS FOLLOWS:

Effective	5/1/2024	5/1/2025	5/1/2026	5/1/2027
<u>PUBLIC WORKS EMPLOYEES</u>				
Class (Probationary) New Employee-1st Six Months	\$ 23.66	\$ 24.37	\$ 25.10	\$ 25.85
Class 1 - Up to One Year	\$ 25.58	\$ 26.35	\$ 27.14	\$ 27.95
Class 2 - After One Year	\$ 28.08	\$ 28.92	\$ 29.79	\$ 30.69
Class 3 - After Two Years	\$ 30.61	\$ 31.53	\$ 32.47	\$ 33.45
Class 4 - After Three Years	\$ 33.11	\$ 34.10	\$ 35.13	\$ 36.18
Class 5 - After Four Years	\$ 34.84	\$ 35.89	\$ 36.96	\$ 38.07
Class 6 - After Five Years and Asst. Traffic Control Technician	\$ 36.78	\$ 37.88	\$ 39.02	\$ 40.19
<u>MECHANIC</u>				
New Mechanic	\$ 29.73	\$ 30.62	\$ 31.54	\$ 32.48
After 6 Months	\$ 31.40	\$ 32.34	\$ 33.32	\$ 34.31
After 12 Months	\$ 33.08	\$ 34.07	\$ 35.09	\$ 36.15
After 18 Months	\$ 34.71	\$ 35.75	\$ 36.83	\$ 37.93
After 24 Months	\$ 37.66	\$ 38.79	\$ 39.96	\$ 41.15
Lead Mechanic	\$ 38.05	\$ 39.20	\$ 40.37	\$ 41.58
<u>EQUIPMENT OPERATOR</u>				
Entry Level	\$ 37.12	\$ 38.23	\$ 39.38	\$ 40.56
Experienced	\$ 37.66	\$ 38.79	\$ 39.96	\$ 41.15
<u>LEAD TRAFFIC CONTROL TECHNICIAN</u>				
Level 1	\$ 37.29	\$ 38.41	\$ 39.56	\$ 40.75
Level 2	\$ 37.83	\$ 38.97	\$ 40.14	\$ 41.34

The Town of McCandless will pay for the mechanic's inspection license and will allow the employee to take the test on site at McCandless.

If the Lead Traffic Control Technician (TCT) position becomes available, it shall be offered first to the Assistant TCT. The assistant's position shall be considered a training position. In the event that the assistant is upgraded to lead technician in the future, the assistant's position will be filled by bidding the assistant's job. The new assistant shall receive training in this position.

The position of Lead Traffic Control Technician level 2 will receive the level 2 rate for the Lead Traffic Control Technician position after satisfactorily completing 24 months of the work required of that Position.

Any employee being upgraded to the lead position must have the ability to do the job. Any dispute as to the ability of an employee to perform the lead technician's job may be resolved through the grievance procedure.

Equipment Operator Pay Rate - In order to achieve the "Experienced" pay rate, the employee must satisfactorily complete an on the job training cycle for each piece of equipment listed below:

Backhoe	200 hours
Skid Steer Loader	200 hours
Boom Mower	160 hours
Roller	40 hours
Leaf Vacuum Truck	80 hours
Front Loader	80 hours
Track Loader	200 hours
Sweeper	80 hours
Excavator	200 hours
TOTAL	1,240 hours

Specialty Construction Work. This rate shall apply to personnel who finish concrete; personnel who are responsible for the construction and installation and removal of forms relating to sidewalks, driveways, steps, inlets, manholes, and other facilities into which concrete will be

poured; personnel who perform brick work; and personnel who are responsible for carpentry and other work relating to the construction, addition, or alteration of Town owned structures. Any employee performing specialty construction work shall receive effective 5-1-124, \$37.66; 5-1-25, \$38.79; 5-1-26, \$39.96; 5-1-27, \$41.15 for that day.

Public Works employees must achieve the following to progress to Class 6:

1. Obtain a Pennsylvania commercial driver's license (CDL) upon expiration of probationary period. The employee is responsible for the cost of obtaining the CDL. Each employee is responsible for providing verification to the Town of the employee's current, valid CDL. The Town reserves the right to obtain any information concerning an employee's CDL from the Pennsylvania Department of Motor Vehicles. Employees will provide any necessary authorization to enable the Town to obtain any information concerning the employee's CDL.
2. If an employee's CDL is suspended for up to one year, the employee shall be furloughed (an employee shall be eligible for unemployment during the furlough period) until the Town receives notice that the employee's CDL has been reinstated. If an employee loses his CDL for more than one year, he/she shall be terminated.

Drug and Alcohol Testing Program. The Town will pay for the cost of a drug and alcohol testing program.

ARTICLE XXV

HOLIDAYS

1. Regular full-time employees shall receive a holiday with pay on the following days:

- a. New Year's Day
- b. President's Day
- c. Good Friday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. General Election Day
- h. Thanksgiving Day
- i. Day after Thanksgiving
- j. Christmas Eve
- k. Christmas Day
- l. Employee's Birthday

2. All employees shall select the day off for their birthday no later than January 31 of any year. After all employees have had their Planned PDO requests approved, the Planned PDO schedule will be available for review. By seniority, each employee will then request the day to be taken as his/her birthday. At no time can the total number of employees taking Planned PDOs or birthday time off on a given day exceed the number authorized by the Town.

- a. Daily Scheduled PDO Maximum
 - (1) April 1-October 31: 7 PDOs / 1 Birthday
 - (2) November 1-March 30: 5 PDOs / 1 Birthday
 - (3) Management reserves the right to permit additional PDO requests if scheduling permits.

3. The Town of McCandless and General Warehousemen & Employees Local 636 agree to the following concerning the establishment of the day after Thanksgiving Day as a holiday.

- a. The Union and the Town agree that a minimum of eleven (11) employees is required to perform Winter Road Maintenance activities. It is further agreed that a minimum of eleven employees will be available to perform this work. The Town will attempt to contact all available employees. Requests for PDOs, sick or holiday time off will be approved or refused with this minimum staffing level in consideration.
- b. It is the intent of both parties to provide the employees covered by this Agreement with a desired holiday period and still maintain the efficient operation of the department. It is not the intent of either party to establish a practice for future work assignments outside of the abovementioned holiday.
- c. Any of the above holidays falling on a Sunday will be observed on the following Monday, and any holiday falling on a Saturday will be observed on the preceding Friday. Appropriate arrangements will be made to provide time off with pay for Christmas Eve, in the event Christmas Eve and/or Christmas Day falls on a Saturday or Sunday.
- d. If any employee is regularly scheduled to work on one of the holidays set forth above, that employee shall receive a compensatory day off during the week in which the holiday occurs.
- e. A holiday, whether worked or not, shall be treated as time worked for the purpose of computing overtime. There shall, however, be no pyramiding of holiday and overtime.

- f. In the event an employee (who is not normally scheduled to work) is required to work on any of the holidays set forth above, such employee shall receive compensation at the rate of two and one-half times the applicable hourly rate for all hours worked by the employee on such holiday.
- 4. Any of the above holidays falling on a Sunday will be observed on the following Monday and any holiday falling on a Saturday will be observed on the preceding Friday. Appropriate arrangements will be made to provide time off with pay for Christmas Eve, in the event Christmas Eve and/or Christmas Day falls on a Saturday or Sunday.
- 5. If any employee is regularly scheduled to work on one of the holidays set forth above, that employee shall receive a compensatory day off during the week in which the holiday occurs.
- 6. A holiday, whether worked or not, shall be treated as time worked for the purpose of computing overtime. There shall, however, be no pyramiding of holiday and overtime.
- 7. In the event an employee (who is not normally scheduled to work) is required to work on any of the holidays set forth above, such employee shall receive compensation at the rate of two and one-half times the applicable hourly rate for all hours worked by the employee on such holiday.
- 8. In order to qualify for the paid holiday benefit, an employee must work the last scheduled shift prior to the holiday, and the first scheduled shift subsequent to the holiday. This requirement will be excused for good cause shown.
- 9. An employee will be eligible for the holiday benefits set forth herein only if the employee has worked or been on PDOs or accumulated sick leave in the pay period in which the holiday occurs or if such employee is at work or on PDOs or accumulated sick leave in the payroll period immediately preceding the payroll period in which the holiday occurs.

ARTICLE XXVI

PAID DAYS OFF (PDO)

1. Effective January 1, 2007, all full-time regular employees shall be entitled to paid days off (PDOs). PDO benefits are accrued and taken on a calendar year basis. PDOs shall accrue at the following rate:
 - a. Hired before May 1, 2006:
 - i. On January 1, after eight (8) years of service – thirty-one (31) PDOs, up to sixteen (16) of which may be taken singly (three whole weeks).
 - ii. On January 1, after nine (9) years of service – thirty-two (32) PDOs, up to seventeen (17) of which may be taken singly (three whole weeks).
 - iii. On January 1, after ten (10) years of service – thirty-three (33) PDOs, up to eighteen (18) of which may be taken singly (three whole weeks).
 - iv. On January 1, after twenty-one (21) years of service – thirty-four (34) PDOs, up to eighteen (18) of which may be taken singly (three whole weeks; one single day).
 - v. On January 1, after twenty-two (22) years of service – thirty-five (35) PDOs, up to eighteen (18) of which may be taken singly (three whole weeks; two single days).
 - vi. On January 1, after twenty-three (23) years of service – thirty-six (36) PDOs, up to eighteen (18) of which may be taken singly (three whole weeks; three single days).
 - vii. On January 1, after twenty-four (24) years of service – thirty-seven (37) PDOs, up to eighteen (18) of which may be taken singly (three whole weeks; four single days).
 - viii. On January 1, after twenty-five years (25) years of service – thirty-eight (38) PDOs, up to eighteen (18) of which may be taken singly (three whole weeks; five single days).

b. Hired after May 1, 2006:

- i. First six months of employment (probationary period) – zero (0); two (2) PDOs upon completion of probation; one PDO for every two (2) months until 1 year of service.
- ii. On January 1, after one (1) year of service – ten (10) PDOs, up to five (5) of which may be taken singly (five single days).
- iii. On January 1, after two (2) years of service – fifteen (15) PDOs, up to five (5) of which may be taken singly (one whole week; five single days).
- iv. On January 1, after five (5) years of service – twenty (20) PDOs, up to ten (10) of which may be taken singly (one whole week; five single days).
- v. On January 1, after six (6) years of service-21 PDOs, up to ten of which may be taken singly (one whole week; six single days).
- vi. On January 1, after seven (7) years of service-22 PDOs, up to ten of which may be taken singly (one whole week; seven single days).
- vii. On January 1, after eight (8) years of service-23 PDOs, up to ten of which may be taken singly (one whole week; eight single days).
- viii. On January 1, after nine (9) years of service-24 PDOs, up to ten of which may be taken singly (one whole week; nine single days).
- ix. On January 1, after ten (10) years of service – thirty (30) PDOs, up to fifteen (15) of which may be taken singly (two whole weeks; five single days).
- x. On January 1, after twenty (21) years of service – thirty-one (31) PDOs, up to fifteen (15) of which may be taken singly (three whole weeks; one single day).
- xi. On January 1, after twenty (22) years of service – thirty-two (32) PDOs, up to fifteen (15) of which may be taken singly (three whole weeks; two single days).
- xii. On January 1, after twenty (23) years of service – thirty-three (33) PDOs, up to fifteen (15) of which may be taken singly (three whole weeks; three single days).
- xiii. (15) of which may be taken singly (three whole weeks; three single days).

- xiv. On January 1, after twenty (24) years of service – thirty-four (34) PDOs, up to fifteen (15) of which may be taken singly (three whole weeks; four single days).
- xv. On January 1, after twenty (25) years of service – thirty-five (35) PDOs, up to fifteen (15) of which may be taken singly (three whole weeks; five single days).

2. Requests for single PDOs during the year shall be made no less than two (2) working days before the date requested, unless the request is due to sickness or personal emergency. Individual days scheduled by December 31 of the prior year will be given preference.

a. For purposes of this Article, “single days” or “singly” means that the number of days in question may be taken one day at a time or in groups of days less than five consecutive workdays. All other days must be pre-scheduled as part of the annual PDO selection process set forth in this Article. For each level of service, the number of whole weeks and/or single days, which must be pre-scheduled as part of the annual selection process, is set forth in parenthesis. For example, for an employee who was hired before May 1, 2006 who has more than 25 years of service, three whole weeks and five single days must be pre-scheduled as part of the annual PDO selection process.

3. If a holiday occurs during an employee’s use of PDOs, the employee shall not be charged for a PDO on the day of the holiday.

4. In order to qualify to use or accrue PDOs, an employee must have worked, been on PDOs, Short Term Disability (STD), Long Term Disability (LTD), accumulated sick leave, or received compensation for a work related compensable injury in at least thirteen (13) pay periods in that employee’s previous twelve (12) months of employment; an employee will receive one-half (1/2) of the regular PDO benefits if the employee has worked, been on PDOs, STD, LTD, accumulated sick leave, or received benefits for a

work related compensable injury in at least six (6) pay periods in that employee's previous twelve (12) months of employment. In no case shall an employee accrue PDOs if he/she has been off work in excess of one year.

5. The Town shall supply forms for planned PDOs no later than November 1 of any calendar year, and the employees shall indicate their planned PDO preferences for the upcoming calendar year no later than December 31 of any calendar year.
6. The Town shall schedule planned PDOs giving preference based upon seniority in the various job classifications. Planned PDO scheduling may take into consideration the efficiency of the Town operations and the need to provide adequate coverage. The Town shall schedule all planned PDOs for a calendar year no later than January 31 of that calendar year. The Town will continue to operate on full week scheduling as in the past. The employee's current annual allotment of PDOs, including carryover PDOs from the previous calendar year, is the maximum that can be scheduled in one year.
7. While senior employees have preference on planned PDO requests, no employee shall receive a preference of more than two (2) weeks of planned PDOs at a time, unless the planned PDOs requested are not desired by other employees.
8. Any employee who fails to notify the Town of his resignation at least two weeks prior to the actual date of his resignation, shall forfeit any banked PDO pay.
9. Employees shall be required to submit written applications to the Public Works Superintendent for all PDOs. Employees who have not submitted a written application for a PDO will not be permitted to return to work until such an application has been submitted. For any PDO which is taken with less than two (2) workdays prior notice, as set forth in Paragraph 2 above, the employee shall indicate on the written application whether the PDO was taken as a result of sickness or personal emergency.

10. PDOs not used by the end of a calendar year of employment will have the flexibility to rollover and/or transfer up to 10 PDO days in the following quarter to an approved Deferred Compensation (457, 457 Roth, or Roth IRA) created by the Town. The Employee will be able to rollover a maximum of 5 PDO days to be used during the next calendar year.

- a. Example: Employee 1 has 8 PDO days remaining at the end of the calendar year.
 - i. The employee may elect to rollover 5 PDO days to be used in the next calendar year and transfer 3 days to a Deferred Compensation Account.
 - ii. The employee may elect to rollover 3 PDO days to be used in the next calendar year and transfer 5 days to a Deferred Compensation Account.
 - iii. The employee may elect to transfer 8 days to a Deferred Compensation Account.
- b. Example: Employee 2 has 13 PDO days remaining at the end of the calendar year.
 - i. The employee may elect to rollover 5 PDO days to be used in the next calendar year and transfer 5 days to a Deferred Compensation Account.
 - ii. The employee may elect to rollover 3 PDO days to be used in the next calendar year and transfer 7 days to a Deferred Compensation Account.
 - iii. The employee may elect to transfer 10 days to a Deferred Compensation Account.
- c. The former PDO bank will continue to exist for employees that have accumulated days to their PDO bank. That bank may be used as days off for injury or illness prior to the commencement of the use of short-term disability.

11. In situations where employees are unable to utilize their allocated Paid Days Off (PDO) time in November or December due to exigent circumstances, such as operational needs or unforeseen emergencies, the unused PDO time shall be rolled over and made available for use in the first half of the following year. This rollover provision ensures that employees are not unfairly penalized for circumstances beyond their control. Employees shall be informed of the rollover and the procedures for utilizing the rolled-over PDO time in a timely manner."

- a. At separation from employment or retirement, fifty percent (50%) of the value of the banked PDOs, maximum of ten (10) days, may be transferred to an approved Deferred Compensation (457, 457 Roth, or Roth IRA) created by the Town. Any unused PDOs accrued and not taken during the final calendar year of employment will be transferred to an approved Deferred Compensation (457, 457 Roth, or Roth IRA) created by the Town.

12. Paid Days Off and Worker's Compensation Claims

- a. If an absence is due to an occupational (worker's compensation) injury or occupational disease, the employee shall file a worker's compensation claim. Paid time off for any such absence shall not be paid except as set forth below:
- b. An employee may utilize accrued or banked PDOs or banked sick leave and receive payment from the Town for the first five (5) workdays of an event for which an occupational (worker's compensation) claim is made only if the absence does not exceed fourteen (14) consecutive calendar days. Payment will be made in the first pay period after the employee returns to work.
- c. An employee whose claim for worker's compensation is rejected may retroactively and prospectively utilize accrued or banked PDOs or banked sick leave with appropriate medical certification accepted by the Town Manager.

ARTICLE XXVII

LEAVES OF ABSENCE

1. Unpaid Leaves

- a. The Town Manager may, upon written request and for exceptional reasons, authorize leave without pay and/or benefits. All benefits shall be suspended while on leave unless the employee arranges to pay the cost of continuation, if such continuation is permissible under the Town's procedures or its agreements with outside carriers.

2. Funeral Leave

- a. In the case of death in the employee's family; namely, spouse, domestic partner, child, or miscarriage an affected employee shall receive time off with pay up to five (5) scheduled workdays. In the case of death in the employee's family; parent, step-parent, brother, sister, brother-in-law, sister-in-law, parent-in-law, or grandchild an affected employee shall receive time off with pay up to four (4) scheduled workdays. In the event of death of grandparent, grandparent-in-law, an employee shall be granted three (3) scheduled workdays off with pay. In the event of death of an aunt, uncle, niece, nephew, cousin, of an employee shall be granted two (2) scheduled workdays off.

3. Family Leave

- a. The purpose of this leave is to comply with the Family and Medical Leave Act of 1993.
- b. A family leave of absence is defined as an approved absence available to eligible employees, which may be for up to twelve (12) weeks of unpaid leave, under

circumstances which are critical to the life of a family member. This leave may be taken.

- i. upon the birth of an employee's child;
- ii. upon placement of a child with the employee for adoption or foster care;
- iii. when the employee is needed to care for a child, spouse or parent who has a serious health condition; or
- iv. when the employee is unable to perform functions of his/her position because of an injury, illness, impairment or physical or mental disability.

c. An eligible employee is one who has been employed by the Town for at least twelve (12) months in total, and has worked at least 1,250 hours during the twelve (12) month period preceding the commencement of the leave.

d. An eligible employee may also be entitled to receive up to twelve (12) weeks of paid health care benefits (i.e., medical, dental and vision) during this leave. To be eligible for the twelve (12) weeks of paid health care, the employee must be an eligible employee, and must utilize all PDOs and sick leave as part of the twelve (12) week allowance.

4. Basic Regulations and Conditions of the Leave

- a. The Town will require medical certification to support a claim for leave for an employee's own injury, illness, impairment or physical or mental disability, or to care for a seriously ill child, spouse or parent. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time an employee is needed to provide care.
- b. If medically necessary for a serious health condition of the employee or the employee's child, spouse or parent, leave may be taken on an intermittent or reduced leave schedule. If an employee wants to take FMLA leave in increments

of four (4) hours or less, the employee shall have the option of taking intermittent FMLA leave, for a qualifying event, by either:

- i. taking increments of no less than one (1) hour of unpaid leave; or
- ii. taking increments of four (4) hours of PDOs.
- c. If leave is requested on this basis, however, the Town may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided the position has equivalent pay and benefits.

5. Notification and Reporting Requirements

- a. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide prior notice of thirty (30) days and make efforts to schedule leave so as to not disrupt operations of the Town. In case of illness, the employee will be required to report periodically on his/her medical status and intention to return to work, in accordance with the regulations of the United States Department of Labor, which are promulgated under the FMLA.

6. Status of Employee Benefits during Leave of Absence

- a. Any employee who is granted a family or medical leave must review his/her group health insurance and life insurance coverage. The employee must meet with the Town administration to determine whether the employee shall continue these insurance coverages. It is the obligation of the employee to make clear what coverage will be carried during the leave.
- b. In the event that the employee does not return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless failure to return to work was for reasons beyond the employee's control. Benefit

entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.

7. Family Leave Procedures

- a. Requests for family leave must be submitted in writing to the employee's direct supervisor, who will forward the request to the appropriate administrator. When possible, the request shall be submitted thirty (30) days in advance of the effective date of the leave.
- b. All requests for family leave due to illness will include the following information: (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse or parent, the request should give an estimate of the amount of time the employee is needed to provide such care. In the case for request of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the direction of such treatment must be stated.

ARTICLE XXVIII

USE OF TOBACCO IN TOWN VEHICLES

There will be no use of tobacco in Town vehicles.

ARTICLE XXIX

USE OF CELL PHONES IN TOWN VEHICLES

There will be no cell phone usage while operating a Town vehicle or equipment, unless specifically authorized by the Town.

ARTICLE XXX

TRAINING MEMORANDUM

1. The Town agrees it has a conscious responsibility to attempt to train its employees.
2. The Union agrees that employees should avail themselves of the training opportunities made available.
3. In furtherance of "A" above, the Town shall engage, where practical, in "on the job" training programs. Training may be by:
 - a. "On the job" training when employees fill vacancies due to use of accumulated sick leave, PDOs, etc. (during which time such employee will receive the replaced employee's rate, or the beginning rate for the occupation, whichever is lower);
 - b. Training programs, during which time the employee will receive his regular rate of pay and will be exposed to other occupations by the management or assigned to work with other employees;
 - c. Formal training programs provided, through Town offices, by sellers of equipment, governmental bodies, or other persons who provide training.
4. It is the desire of the Town and the Union that training occur so that employees become able to perform a wide variety of work functions, and that employees who desire to be considered for promotional opportunities make themselves available for such purposes.

ARTICLE XXXI

WINTER ROAD MAINTENANCE

1. Time Periods

- a. This Article shall be applied to the period from November 1 of any calendar year to March 31 of the following year unless inclement weather conditions exist before or after these dates.
- b. For scheduling and payroll purposes, a regularly scheduled workday will begin and end at the times determined by the Town.
 - i. This time period shall be applied as follows:
 - A. A PDO/Sick Time shall excuse the employee from Winter Road Maintenance during the workday (7am-til 7am) and ending twenty-four (24) hours later or at the beginning of the next regularly scheduled workday.
 - B. A holiday as set forth in this Agreement shall not excuse an employee from Winter Road Maintenance unless such employee is on approved PDO leave on the last regularly scheduled workday immediately preceding the holiday.
 - ii. A birthday only excuses an employee from work during normal work hours (7am-3pm)
- c. The groups, as set forth in this Article, shall be responsible at the beginning of the workday (normally 7am unless changed in accordance with Article XV) on any Monday and lasting for seven (7) consecutive twenty-four (24) hour periods ending at the start of the workday (normally 7am unless changed in accordance with Article XV) on the following Monday.

2. Groups

- a. There shall be two groups, one designated as Group A, one designated as Group B. Unless otherwise and specifically stated, the groups set forth herein shall be responsible for Winter Road Maintenance only.
- b. Such groups shall consist of the following:

- i. Each group shall consist of twelve (12) or more employees. Such groups may consist of one (1) foreman, one (1) mechanic, one (1) equipment operator, nine (9) truck drivers. This provision provides a general description of how winter road maintenance will be performed and will not be construed or interpreted as a minimum manning clause.
 - ii. Employees shall be responsible for making themselves available for Winter Road Maintenance. It is the employee's responsibility to notify the on-call foreman if they are unable to fulfill their call due to illness or emergency.
- c. Replacements for employees who are on call shall be handled as follows:
 - i. Employees who are on a PDO will be replaced from the off-call group by their alternate. If this is not possible, such replacement shall be found by seniority. If all employees turn down the position, the least senior qualified employee from the off-call group will be assigned the position. In this section, the replacements will be scheduled by supervisory personnel. In the event that insufficient employees are available, employees on a PDO or personal time may be required to come into work.
 - ii. Personal time shall be defined as time which an employee may need in which to conduct personal business; the time will not be paid for. Employees requesting such time off shall notify supervisory personnel in writing, email, or by phone.
 - iii. Replacement employees shall be on call from the time at which they are scheduled as a replacement until the next regularly scheduled workday or until the end of the current twenty-four (24) hour period.
- d. In the event that any piece of equipment or truck is not available, and replacement is not available, for Winter Road Maintenance, the operator or driver of such equipment or truck will be on call on a seniority basis. In any event, only enough employees will be on call to fill the available trucks or equipment.

3. Winter Road Maintenance Duties

- a. Winter Road Maintenance shall consist of salting and plowing of roadways and driveways as directed by the supervisory personnel.

b. Winter Road Maintenance shall be considered completed when all routes have been completed.

i. Maintenance checks have been completed on all vehicles.

A. Such checks shall consist of:

B. Checking all lights.

C. Checking oil.

D. Replacing broken or badly worn chains.

E. Fueling vehicles.

F. Lubricating spreaders. Cleaning of spreaders will be up to the discretion of the supervisor.

G. Filling out a vehicle repair form, if needed.

c. It will be the duty of the employees in the vehicles to notify the supervisor on duty immediately upon completion of their route so that they may be reassigned to assist in the completion of other routes.

4. Winter Road Maintenance

a. Work performed on a regularly scheduled workday shall be paid at the straight time rate assigned. In the event that it becomes necessary to work through lunch, the crew will be given the option of taking lunch after Winter Road Maintenance is completed or finishing 45 minutes early for the day.

b. Work performed other than during a regularly scheduled workday shall be handled as follows:

i. Shift continuation will be paid at the rate of time and one-half (1-1/2) for actual hours worked after the end of the regular workday.

ii. Call out, a five (5) hour minimum of time and one-half (1-1/2) will be paid. Additionally, the individual employee may elect to take one of the choices below to be compensation for the call out.

A. The employee may receive the five (5) hours at time and one-half the rate assigned and work the next regularly scheduled day, or

- B. The employee may convert the five (5) hours to eight (8) hours at the straight rate assigned and take the next regularly scheduled day off.
- c. In the event of two (2) call outs within a twenty-four-hour period (currently 7am to 7pm unless changed in accordance with Article XV), and the second call out lasts beyond 12:00 midnight, prior to a regularly scheduled workday, the first call out will automatically be paid at time and one-half the rate assigned for the five-hour minimum. The second call out, the five-hour minimum shall be converted to eight hours at the straight rate assigned and the employee shall be required to take the next regularly scheduled workday off. If the second call out ends before 12:00 midnight, the employee shall have the option to work the next regularly scheduled day or take an eight-hour option.
- d. Work performed up to five (5) hours before the start of the regular workday:
 - i. An employee who chooses to work the regularly scheduled day must work the full eight-hour day. In this case, the employee shall be paid at time and one-half the assigned rate for hours worked prior to the start of the regular workday, and straight time the rate assigned for the remainder of the day. The employee will then revert to his normal rate of pay for the remainder of the day.
- e. Any employee who chooses to convert the five-hour minimum to an eight-hour workday option with the regular scheduled day off may leave as soon as all Winter Road Maintenance have been completed.
- f. Any employee who chooses to convert the five-hour minimum to an eight-hour day option with the next regularly scheduled workday off must notify the employee's supervisor immediately of the employee's decision.
 - i. For Miscellaneous Winter Road Maintenance Only
 - A. This Section will pertain to situations in which only a part of the on-call crew is called to work.

B. When work is done under this Section, personnel will be obtained on a seniority basis from the on-call group. Crew size will be at the discretion of the supervisor in charge.

5. Salting and Plowing Operations

a. Plowing Operations (General)

- i. Plowing operations shall be defined as the removal of snow from road and parking lot surfaces by mechanical means. In addition, the surfaces may be simultaneously treated by spreading bulk salt, anti-skid material, or other de-icing or traction improving materials.
- ii. In the event there is a manpower shortage, an effort will be made by supervisory personnel to contact all absent employees and request them to report for work.
- iii. Should the predicted or actual snowfall progress to an excess of 6", all units will be operated by one (1) employee. A crew will continue to conduct plowing operations and remain in service until relieved by a replacement crew after twelve (12) hours from the commencement of work which may include a regular workday in addition to plowing or plowing and salting operations. If an employee reports to work and then is sent home as a result of a predicted or actual snowfall in excess of 6", the employee will be paid a minimum of two (2) hours at the appropriate rate.

b. Forecast or Snowfall Accumulation of over 6".

- i. When the event is forecast to occur on a regularly scheduled workday, all employees will report for work as usual. The "on call" crew will be sent home four (4) hours after the workday commences. These employees will be paid for an eight (8) hour workday. The "off call" crew will remain at work and be responsible for Winter Road Maintenance.
- ii. When the event begins prior to the end of the regular workday, the "off call" crew will be responsible for activities until four (4) hours past the end of the regular workday at which time the "on call" crew will return to work. The on-call crew will be responsible for activities until Winter Road Maintenance has been completed or 12 hours have elapsed at which time

the “off call” crew will be called into service. This will be repeated as needed until the event is terminated.

- iii. When the event begins after the end of a regular workday, on a holiday, or over a weekend, the “on call” crew will be called in to work and will be responsible for activities until Winter Road Maintenance have been completed or 12 hours have elapsed at which time the “off call” crew will be called into service. This will be repeated as needed until the event is terminated.
- c. On or about April 1 of each year during the terms of this contract, the Town and Union agree to meet to discuss any issues which have arisen during the preceding winter season concerning the provisions of this section in order to determine whether any mutually agreed upon modifications to this section need to be made.

6. Breaks

- a. Shall pertain to Section 4 of this Article only.
- b. When plowing, a twenty (20) minute break will be provided after the first five and one-half (5-1/2) hours of work and any subsequent breaks will be at the discretion of the supervisor as nearly as possible to five and one-half (5-1/2) hour intervals.

ARTICLE XXXII

SUBCONTRACTING OF WORK

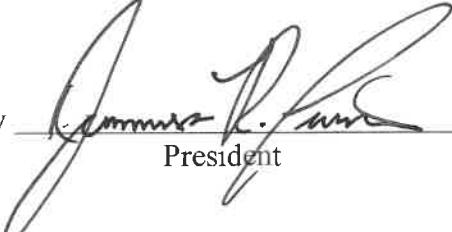
The Union agrees that the Town of McCandless shall have the right to add leaf and yard waste collection work to the tasks the Town subcontracts from time to time without bargaining with the Union. It is understood by the parties that the parties must bargain on any new subcontracting of work currently being performed by the Union.

ARTICLE XXXIII

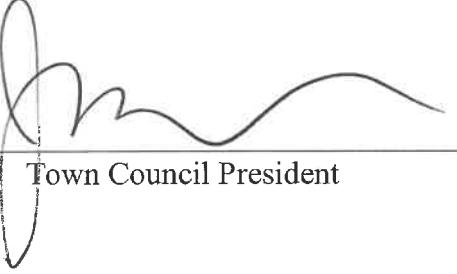
SIGNTURE PAGE

IN WITNESS WHEREOF the parties, intended to be legally bound thereby, have set their hands and seals this 12 day of June, 2024.

GENERAL WAREHOUSEMEN AND
EMPLOYEES UNION LOCAL 636
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

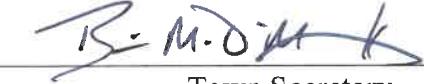
By  6-12-24
President

TOWN OF McCANDLESS

By 
Town Council President

ATTEST:

By  6/12/24
Secretary/Treasurer


Town Secretary