

AGREEMENT
by and between
TOWAMENCIN MUNICIPAL AUTHORITY
And

DISTRICT COUNCIL 88
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL 317

February 1, 2019 to January 31, 2021

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PREAMBLE

This Agreement entered into by the Towamencin Municipal Authority (hereinafter referred to as the "Employer" or "Authority") and the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council 88 (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment for Employees in the unit defined by an Order of Certification of the Pennsylvania Labor Relations Board in PERA-R-84-713-E. The term "Employee" when used in this Agreement refers only to those persons in the aforementioned unit.

ARTICLE I RECOGNITION

The Union is recognized as the representative for collective bargaining purposes under Act 195 of 1970 of all Employees in the unit certified by the Pennsylvania Labor Relations Board Case No, PERA-R-84-713-E

ARTICLE II UNION SECURITY

Section 1

Each Employee who, on the effective date of this Agreement, is a member of the Union, and each Employee who becomes a member after that date shall maintain membership in the Union, provided that such Employee may resign from the Union, in accordance with the following procedure:

- a. The Employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to the Employer. The official membership card, if available, shall accompany the letter of resignation.
- b. The letter shall be postmarked during the fifteen (15) day period prior to the expiration date of this agreement and shall state that the Employee is resigning membership in the Union and where applicable is revoking check off authorization.

Section 2

The payment of dues and assessments, while a member, shall be the only requisite employment condition.

Section 3

The Union shall furnish each new Employee with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction.

ARTICLE III DUES DEDUCTION

Section 1

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

Section 2

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

ARTICLE IV HOURS OF WORK

Section 1 - Regular Hours

The regular hours of work each day shall be consecutive, except that they may be interrupted by an uninterrupted, unpaid lunch period.

Section 2 - Work Week

The work week shall consist of any scheduled, five (5) consecutive days, Monday through Friday inclusive. For payroll purposes, the pay week shall begin at 12:01 a.m., Sunday.

Section 3 - Work Day

A work day consists of a consecutive eight and one-half (8-1/2) hour shift which includes one-half (1/2) hour unpaid lunch break. Work day hours are 7:30 a.m. to 4:00 p.m. For payroll purposes the day shall begin at 12:01 a.m.

Section 4 - Work Schedule

Work schedules showing the Employees shifts, work days, and hours shall be posted on the bulletin board reserved for official notices. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

ARTICLE V REST PERIODS

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

Employees, who, for any reason, work beyond their regular quitting time into the next shift, shall receive a ten (10)-minute rest period before they start to work on such next shift, or as soon thereafter as possible. They shall also be granted the regular rest periods that occur during the shift.

ARTICLE VI MEAL PERIODS

All Employees shall be granted an uninterrupted lunch period of one-half (1/2) hour during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. In any day in which the lunch period cannot be taken, the lunch period shall be counted as time worked for the purpose of computing overtime pay. There will be no early dismissals in lieu of taking a lunch.

The Employer shall furnish eight dollars (\$8.00) for meal money to any Employee who is requested to and does work two (2) hours beyond his or her regular quitting time.

**ARTICLE VII
CLEAN UP TIME**

Employees shall be granted a paid ten (10)-minute personal clean up period prior to the end of the work day.

Work schedules shall be arranged so Employees may take advantage of this provision; the Employer shall make the required facilities available.

**ARTICLE VIII
HOLIDAYS**

Section 1 - Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Independence Day
President's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

(Early dismissal on Christmas Eve at Executive Director's discretion)

Eligible Employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work.

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday.

Section 2 - Eligibility Requirements

Employees shall be eligible for holiday pay as long as the Employee would have been scheduled to work on such day, if it had not been observed as a holiday, and he worked or he had an excused absence on the day before the holiday and the day after the holiday. The failure of the Employee to have an excused absence on the day before a holiday and/or the day after a holiday shall result in the forfeiture of the holiday pay.

If a holiday is observed on an Employee's scheduled day off, or vacation, bereavement, etc., he shall be paid for the unworked holiday or have the option of an extra day off.

Newly hired Employees will be eligible for holiday pay during their probationary period.

Section 3 - Holiday Work

If an Employee works on any of the holidays listed above, he shall be paid the following premium rates, in addition to his holiday pay:

For the first eight (8) hours: two (2) times his regular rate of pay for all hours worked.

For all hours in excess of eight (8): two and one-half (2-1/2) times his regular rate of pay for all hours worked,

Section 4 - Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an Employee is compensated shall be regarded as hours worked, unless it is in conjunction with a sick day during the week.

Section 5 - Personal Leave Days

Employees shall earn four (4) personal leave days per calendar year. Personal leave days must be taken in the year earned, or forfeited. Personal days may be taken in four (4) hour intervals.

Employees will be liable for reimbursing the Authority for any personal days used, but not earned, at termination of employment. For reimbursement purposes only, days will be credited on the first of January, April, July, and October.

Personal Leave will not be earned or credited if an Employee is on disability for the entire calendar quarter.

The Employees with ten (10) or more years of service may take personal leave days any time during the year, whether earned or not, but are subject to reimbursement as stated above.

Requests for personal days shall be made to the Employee's supervisor at least twenty four (24) hours in advance. At the discretion of the supervisor, this requirement may be waived.

ARTICLE IX

SENIORITY

Section 1 - Definition

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

Section 2 - Probationary Period

All new Employees shall be considered probationary Employees for a period of one hundred twenty (120) days from date of hire. During the probationary period, the Employer may discharge any such Employee at will, and such discharge shall not be subject to the grievance provisions of this Agreement. For any new Employee, the Employer has the option to extend the probationary period up to an additional ninety (90) days upon mutual consent with the Union. After successful completion of the probationary period, the Employee will be added to the seniority list which shall note his date of hire.

Section 3 - Seniority Lists

Every twelve (12) months, the Employer shall post on all official bulletin boards a seniority list showing the Employee name, hire date, position, and latest promotion date, if applicable, of each Employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

Section 4 - Break in Continuous Service

An Employee's continuous service shall be broken by voluntary resignation, retirement, discharge for cause, or, any lay off period in excess of one (1) year. If an Employee returns to work, in any capacity, within one (1) year of a lay off period, the break in continuous service shall be removed from his record.

Work Force Changes

The following definitions and procedures are to apply and be followed when the Employer decides to fill a vacant position:

Section 5 -Promotions

The term promotion, as used in this provision, means the advancement of an Employee to a higher paying position, or the reassignment of an Employee - at the Employee's request -- to a position the Employee considers to be in his best interest regardless of the rate of pay.

Decisions on the advancement of Employees through the respective Operations or Maintenance positions will be made by the Manager of that unit. If an Employee feels he or she is qualified for a higher position and the Manager disagrees, that Employee may file a grievance as outlined in Article XVII of this Agreement.

Whenever a job opening occurs-other than a temporary opening, as defined below - in any existing job classification, or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for ten (10) working days.

During this period, Employees who meet the minimum qualifications including Employees on layoff - may apply for the position. The application shall be submitted to the Executive Director. The Employer may advertise the position in an appropriate manner and invite applications from qualified candidates who are not Employees.

Where skill and ability of all the applicants are relatively equal, the Employee with the most seniority in that department shall be promoted, Should no Employee in that department bid on the posted promotion, the job shall be filled by any full-time Employee within the bargaining unit with the most seniority, provided they possess the skills and ability. Should no full-time Employee in the bargaining unit bid on the job, then the job may be filled from any part-time Employee in the bargaining unit. Should all of the above result in no successful bidders, then the job may be filled from outside the bargaining unit.

Section 6 - Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation [combining the duties of two (2) or more jobs], the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to a different job in the service of the Employer provided the Employee possesses the required minimum qualifications and licenses at the time of the requested exercise. Should the Employee lack the required minimum qualifications and licenses, the Employee shall be subject to lay off by

the Employer. The Employee shall provide the Employer written notice of the election to exercise his seniority rights within five working days of the notice of planned displacement.

Section 7 -Vacancies Due to Leave in Excess of Thirty (30) Working Days

Vacancies in existing positions, which are created because the incumbent is on approved leave, may be filled by a temporary Employee or an existing qualified Employee.

When the vacancy occurs, it shall be posted on the official bulletin board. Employees desiring to transfer to the vacant job shall submit an application, in writing, to the Employer.

The Employee shall fill the vacant job within ten (10) days on the basis of seniority, if the required minimum qualifications, licenses and work record of the applicants are equal.

Section 8 - Temporary Positions

Temporary positions are those which may develop from time to time due to the absence of an Employee for up to thirty (30) days, or those which are created to satisfy a temporary operational need requiring skills unavailable in any existing plant personnel.

Such positions may be filled in any manner deemed suitable by the Employer. First preference will be given to the most senior person desiring the position, if the required minimum qualifications and licenses and the work record of those, applying are equal.

Employees assigned to temporary job openings shall be paid the wage rate established for the position, or the wage rate of their former position, whichever is higher.

This Agreement does not restrict the Employer's right to hire seasonal Employees on a temporary basis. Seasonal Employees, as such, are specifically excluded from the terms, conditions, wages and benefits set forth in this Agreement. The Employer agrees not to pay any seasonal Employee of a rate higher than any Union wage rate, nor to hire any seasonal Employees to replace bargaining unit Employees.

Section 9 - Bumping

When an Employee's position is eliminated from the manning table for any reason, or whenever an Employee is to be laid off due to temporary or permanent lack of work in his job classification, he may request permission to bump into any other position at an equal or lower pay range, for which he possesses the required minimum qualifications and licenses, if he is senior to the incumbent of that position.

Section 10 - Demotions

The term demotion means an involuntary reassignment of an Employee to a lower paying position for which he is qualified.

Demotion will be made only when an Employee is unable to function satisfactorily in a position to which he has been promoted within the previous six (6) months, yet is considered capable for functioning satisfactorily in the position to which he has been previously assigned.

Section 11 - Layoff

Layoff actions may be taken whenever there is insufficient work to justify the existing manning level, for whatever reason, primarily consolidation, cessation of function, technological improvement, and change in plant operations.

In the event that it becomes necessary to 'lay off Employees not in probationary status, Employees will be laid off in inverse order of their seniority, provided the qualifications and work record of the Employees to be laid off are equal.

Section 12 - Recall

The Employer shall have the right to increase the manning table at any level, Employees possessing the required minimum qualifications and licenses shall be given notice of the potential to be recalled from layoff according to their seniority. Should two(2) Employees have the same seniority dates, and in the event that the qualification for the position and the work records are not equal, the person with the best qualifications, licenses, and work record shall be the first selected for recall.

No new Employees shall be hired until all Employees on layoff desiring to work for the Employer shall have been offered the opportunity to be recalled at the job classification, level and pay rate of that level provided they have the required minimum qualifications and licenses and skill and abilities. The Employer's obligation to offer an Employee on lay off the opportunity to be recalled shall be deemed satisfied if the Employer shall mail a notice of the recall opportunity to the laid off Employee's last known address. Employees who shall fail to respond in writing within fourteen (14) days of the date of the notice shall forfeit all rights to be recalled at any time and shall no longer be subject to recall by the Employer.

Section 13 - Working Out of Classification

Whenever an Employee is assigned to work in a higher classification, that Employee shall be entitled to the higher rate of pay on an hour-by-hour basis. He shall be credited with the experience in that classified position, in the event of a job vacancy.

Section 14 - Transfers

An Employee with a satisfactory work record and the required minimum qualifications, and licenses desiring to transfer to another job which is vacant, in which Management desires to fill in house, for which the pay range is equal to or lower than that for which the position he now holds, and which he is qualified, may request a transfer.

ARTICLE X SICK LEAVE

Section 1 - Definition

Sick leave is that leave with full pay granted an Employee who contracts or incurs an illness or disability, whether or not it is service connected, which renders him unable to perform the duties of his position.

Sick leave is to be used only when an Employee is not eligible for and compensated for lost time by either disability insurance or Workers' Compensation.

Section 2 - Accumulation

An Employee earns sick leave at the rate of one (1) day per month of service in any month, in which he is in compensable status at least ten (10) days.

An Employee starts to earn sick leave on the first day of work, and he shall accumulate sick leave credit as stated above.

An Employee is not eligible to take sick leave until he has worked for one hundred twenty (120) days; and he will receive no credit during that period. After he has worked one hundred twenty (120) days, he shall be credited with the days earned.

Sick leave may be accumulated up to twenty-five (25) days. In any calendar year, any days in excess of twenty-five (25) shall be bought back by the Employer at one-half the regular hourly rate of pay, up to a maximum of twelve (12) days in any year.

In the event of an Employee's death, the Authority will pay to the beneficiary (ies) up to ten (10) days of sick pay, if accumulated by the Employee, and all sick days accumulated in excess of twenty-five (25) days.

If an Employee, other than a newly hired Employee, uses four (4) or less days sick leave in a calendar year, then the Employee will have two (2) additional days added to his sick leave accumulation balance. Newly hired Employees will earn a prorated number of extra days according to the schedule shown in Appendix B.

Section 3 - Use of Sick Leave

Sick leave is not intended to be taken frivolously. On each and every day on which an Employee is eligible to take sick leave, he shall advise his Supervisor, or other designated person, of his need to take sick leave.

On each and every day of absence due to illness or disability on which an Employee is eligible and needs to take sick leave, he shall call his Supervisor, or other designated person, and report his need for sick leave by 7:30 a.m.

Failure to call and advise his Supervisor of his need for additional sick leave may be cause to disallow it.

Section 4 - Abuse

A doctor's certificate may be required from any Employee who abuses sick leave. Requesting sick leave at the rate of one (1) day a month, within a six (6)-month period, will be considered abuse, unless the illness or disability can be adequately accounted for. Abuse probation shall be six (6) months in duration with periodic review.

A doctor's certificate will be required for any additional absences in a thirty (30)-day period, when there are more than two (2) undocumented absences within said thirty (30)-day period.

ARTICLE XI LEAVES OF ABSENCE

Section 1 - Eligibility Requirements

Employees shall be eligible for leaves of absence after one hundred twenty (120) days of service with the Employer.

Section 2 - Application for Leave

Any request for an unpaid leave of absence shall be submitted, in writing, by the Employee to his immediate Supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the Employee desires. Authorization for a leave of absence shall be furnished to the Employee by his immediate Supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence - a leave not exceeding one (1) month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement. Employees shall be returned to the position they held at the time the leave of absence was granted.

Section 3 - Paid Leaves

a. *Bereavement Leave*

In the event of death in the immediate family of an Employee-spouse, parents, children, brother, sister, grandparent, or any relation residing in the Employee's household-the Employee shall be granted five (5) days leave of absence, with full pay, to make household adjustments, or to attend funeral services. The Employee shall be granted three (3) days leave of absence, with full pay, for in-law and grandchild death.

If the death occurs during the vacation leave of an Employee, the Employee may request that the balance of the vacation leave be converted to bereavement leave and that the remaining vacation leave be rescheduled to a later date within the year.

All requests for bereavement leave may be initiated orally and formalized, in writing, after the fact.

Where an abuse may be suspected, public evidence, such as an obituary or other published death notice or official death certificate of the death, may be requested upon return to work, in order to obtain payment for the leave taken.

b. Jury Duty

An Employee shall be granted a paid leave of absence, if he is called for jury duty.

When the Employee receives the notice of a call for jury duty, he shall show the notice to his Supervisor. A copy shall be made and placed in his file.

The Employee shall receive his regular hourly wage, while engaged in responding to the call for jury duty and participating on a jury.

c. Civic Duty

Employees required to appear before a court, or other public body, on any matter not related to their work, in which they are not personally involved (as a plaintiff or defendant), shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities.

Employees shall be paid the difference, if any, between the compensation they receive from the court, a party or the parties in the action or other public body, and their wages for each day of service.

d. Emergency Services Duty

Employees who are members of a volunteer fire company or ambulance squad shall be granted paid time off to respond to emergency services provided by Towamencin Township. Availability shall be based on current daily work schedules and permission from the Employees Supervisor.

Section 4 - Unpaid Leaves

a. Reasonable Purpose

Leave of absence for a limited period--not to exceed six (6) months- shall be granted for any reasonable purpose. Reasonable purpose, in each situation, shall be considered on a case-by-case basis. During an unpaid leave, the Employee shall be responsible for the entire cost of the fringe benefits for himself and his dependents, except for disability leave.

b. Disability Leaves

Disability leaves--not to exceed six (6) months--shall be granted at the request of an Employee.

Disability leaves shall, upon the request of the Employee, be extended or renewed for a period not to exceed six (6) months.

The Employer will continue, for up to twenty-six (26) weeks, the normal contributions to any Employees' fringe benefits for any non work-related disability leave and for three (3) years during an unpaid leave for a Workers' Compensation injury.

c. Education Leave

Employees shall be granted unpaid leaves of absence for educational purposes--not to exceed one (1) month in any calendar year--to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, subject to the needs of the plant.

d. Military Service

Any Employee who is a member of a Reserve Force of the United States, or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States, or of this State, shall be granted an unpaid leave of absence, during the period of such activity.

Any Employee, who enters into active service in the Armed Forces of the United States, while in the service of the Employer, shall be granted a leave of absence for the period of military service.

**ARTICLE XII
VACATIONS**

Section 1 - Eligibility and Allowances

Employees shall be eligible for vacation leave after one hundred eighty (180) days. Employees shall accrue vacation credit from their first day of work. Vacation credits shall be earned annually, as follows:

after six (6) months of service	five (5) working days
after one (1) year of service	ten (10) working days
after five (5) years of service	fifteen (15) working days
after ten (10) years of service	twenty (20) working days
after fifteen (15) years of service	twenty-five (25) working days

For the purposes of record keeping, a vacation year shall be from January 1st through December 31st. An Employee whose anniversary falls within a year will be eligible for the number of vacation days shown above.

Vacation leave days must be taken within the year credited, except as noted below. Vacation days may not be accumulated from year to year, unless an Employee has been denied approval of his or her requested days and was unable to reschedule within the year. Vacation selections should be submitted to an Employee's Supervisor not later than March 31st, and 24-hour prior notice for a vacation day is required.

In granting requests for vacation leave, Management will consider the needs of the Employee and the requirements of the plant's operation and maintenance. Selections between Employees requesting the same vacation periods will be based on seniority, from January 1st to March 31st. Vacation selection after March 31st shall be on a first-come, first-served basis. Time off requests may be denied due to the workload.

No more than five (5) days of vacation may be taken in single days. The remainder, if any, shall be taken in at least two (2) or more consecutive work days at a time.

Employees may choose to use up to two (2) of their vacation days in one-half day increments.

Employees eligible for twenty (20) or more working days of vacation may take up to ten (10) vacation days as single days, with the remainder to be taken in at least two (2) or more consecutive work days at a time.

Section 2 - Vacation Pay

The rate of vacation pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular job on the pay day immediately preceding the Employee's vacation period.

Employees shall receive their vacation pay on the regular pay day prior to the start of their vacation period, when it is requested, in writing, at least one (1) week in advance. If this payment is incorrect due to the Employer's error, the Employer will correct the error on that pay day,

Section 3 - Holiday During Vacation Period

If a holiday occurs during the calendar week in which a vacation is taken by an Employee, the Employee's vacation period shall be extended one (1) additional work day. Such requests shall be in writing to Employer, prior to beginning vacation.

Section 4 - Work During Vacation Period

Any Employee who is requested to and does work during his vacation period shall be paid for regular hours at a rate of time and one-half (1 1/2) of his regular rate and for overtime hours at a rate of two and one-half (2-1/2) times his regular rate of pay. In addition, the Employee's vacation with pay shall be rescheduled to any future period the Employee may request.

Section 5 - Vacation Rights in Case of Layoff or Separation

Any Employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his or her vacation, shall be compensated by check for the unused vacation he had accumulated at the time of separation.

ARTICLE XIII

WAGES

Section 1 - Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step II of the grievance procedure.

Unless mutually agreed upon by the Union and the Employer, Employees shall move from the minimum step in the pay range to the maximum step in six (6) months.

Section 2 - Pay Period

The salaries and wages of Employees shall be paid weekly on Thursday of the appropriate week. In the event that day is a holiday, the preceding day shall be pay day, Payroll will be done by direct deposit for all Employees.

Section 3 - Shift Differentials

In addition to the established wage rates, the Employer shall pay an hourly premium to Employees for all hours worked on shifts beginning between 3:00 p.m. to 11:00 p.m. and 11:00 p.m. and 7:00 a.m. Employer and Union representatives will meet to discuss and agree upon specific premiums, should Employer want to establish an additional shift during the term of this Agreement.

Section 4 - Certification Benefits

The Employer will pay to all Employees holding and posting licenses the following amounts which will be added to the hourly rate applicable to the position in which the Employee is working:

A-1 \$0.50

Certification compensation will begin to be payable the pay day for the week in which the certificate was presented to the Employer.

Section 5 - Job Classifications

Unless specifically identified by either the Union or Employer, the current job classifications and/or job descriptions previously agreed upon shall remain unchanged; new job classifications and/or descriptions shall be negotiated between the Union and the Employer.

ARTICLE XIV

STANDBY/ON-CALL

In order to provide the appropriate response in the case of a plant alarm, emergency, or breakdown/equipment failure, an on-call standby procedure is being used. This procedure was developed to enhance the capability to respond to emergency situations after normal business hours, taking into consideration the needs of the facility and the safety and well-being of the responders. The Authority has implemented an On-Call Procedure for responding to alarm notifications. See Appendix C.

ARTICLE XV

CALL TIME

Any Employee called to work outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of one and one-half (1.5) time, including certification benefits, plus the current I.R.S. allowance for mileage reimbursement,

If the call time work assignment and the Employees regular shift overlap, the Employee shall be paid the call time rate of one and one half (1.5) times until he completes three (3) hours work. The Employee shall then be paid for the balance of his or her regular work shift at the appropriate rate.

Employees required to work on a holiday or weekend shall be guaranteed a minimum of three (3) hours pay at the appropriate rate.

ARTICLE XVI

OVERTIME

Section 1 - Rate of Pay

Time and one-half (1 1/2%) of the Employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. Any paid leave time shall be counted as hours worked for overtime purposes,

- a) All work performed in excess of forty (40) hours in any work week
- b) All work performed on Saturday, except as noted below

- c) Double time the regular rate shall be paid for all work on Sunday, or a holiday, except as noted below:

The overtime rate specified above for Saturday work and for Sunday work shall not be paid to Employees for whom these days fall regularly within the first five (5) days of their work week. These Employees shall be paid time and one-half (1-1/2) for all work performed on the sixth day of their regular work week and double time for all work performed on the seventh day of their regular work week.

Section 2 - Distribution

Overtime opportunities, when they occur, will be afforded equally to all Employees within the same position class possessing the required minimum qualifications, credentials and licenses. Employees on, or scheduled for any type of leave, are not to be included.

The procedure will be as follows: On each occasion, the offer will start with the man who has the least amount of accumulated overtime worked to date.

In the event that none of the full-time Employees accept the offer, Management may have the necessary work performed in any manner it determines including mandating overtime on a rotating basis by classification.

A record of the overtime hours worked by each Employee shall be posted on the official bulletin board monthly.

ARTICLE XVII DISCIPLINE

Section 1 - Discipline

Disciplinary actions or measures, with just and proper cause, shall be divided into two (2) groups--summary dismissal and progressive action. Any disciplinary action will be administered in the privacy of an office.

In progressive action, the following steps shall be taken:

- a) Oral reprimand - preceded by a discussion with Employee concerning the incident, if justified, with a note in the personnel record and advice that the next occurrence may result in a written reprimand.

- b) Written reprimand preceded by a discussion with Employee to advise of the Employer's concern and the Employee's point of view concerning the incident and, if warranted, advice that the next incident may result in suspension and dismissal.
- c) Suspension - preceded by a discussion with the Employee to advise of the Employer's concern and to obtain the Employee's point of view and, if justified,
- d) Dismissal.

Section 2 - Purging of files

Employees' files shall be purged of discipline actions as follows:

- a) For discipline of a severe nature: one (1) year after occurrence
- b) For discipline of a less than severe nature: six (6) months after occurrence

Section 3 - Dismissal

The Employer shall not discharge any Employee without just cause. Any Employee whom the Employer feels should be dismissed shall be given a written statement of charges, suspended without pay immediately for a period of five (5) days, after discussing the matter with the Employee and his representative, if he so chooses, and the dismissal shall be effective on the sixth day. The Employee and his duly authorized representative shall be given written notice of the suspension with the intent to dismiss.

The Employee and his representative shall have the right to take up the suspension and/or dismissal at the first step in the grievance procedure, and the matter shall be handled, in accordance with the procedure, through the arbitration step,

The above provisions shall not apply to Employees in their initial probation period or any extension thereof.

ARTICLE XVIII

SETTLEMENT OF DISPUTES

Section 1 - Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties including the application, meaning, or interpretation of this Agreement shall be adjusted in the following manner:

Step I. The Union Steward, with or without the Employee, shall take up the grievance or dispute with the Executive Director within five (5) working days after the Employee's knowledge of the dispute. The Executive Director shall respond, in writing, to the Employee, the Union Steward, and District Council 88 within five (5) working days.

Step II. If the grievance has not been settled, it shall be presented, in writing, by the Union Steward or District Council 88 to the Authority within seven (7) working days after the Executive Director's response is due. The Authority shall respond to the Union Steward or District Council 88, in writing, within fourteen (14) days.

Step III. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Authority is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either side may request that a panel of labor arbitrators be supplied by the American Arbitration Association. The parties shall follow the Rules of the American Arbitration Association for selection of the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 2 - Grievance Committee

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the Employees selected as Stewards and the name of the Union representative who may represent Employees shall be certified, in writing, to the Employer by the local Union or District Council, and individuals so certified shall constitute the Union Grievance Committee.

Grievance Committee meetings may not be held during working hours on the Employers' premises.

Section 3 - Processing Grievances During Working Hours

Grievance Committee members may investigate and process grievances, during working hours, without loss of pay, with prior notice and permission of their Supervisor.

ARTICLE XIX

STRIKES AND LOCKOUTS

Section 1 - Lockouts

No lockout of Employees shall be instituted by the Employer, during the term of this Agreement.

Section 2 - Strikes

No strikes, work stoppages, or slowdowns of any kind will be caused or sanctioned by the Employees or the Union during the term of this agreement.

Employees who engage in a strike against the Employer shall not be paid for any time during which they are engaged in any strike. Employees who engage in a prohibited strike, work stoppage, or slowdown will be subject to disciplinary measures up to and including termination, subject to the grievance and arbitration procedure,

Employees, other than those engaged in a non-prohibited strike, shall be deemed to be engaged in a prohibited strike and shall be subject to the terms and conditions of Article X of Act 195, pertaining to strikes.

At no time, however, shall Employees be required to act as a strike breakers or to go through a picket line.

ARTICLE XX

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

When work currently being performed on a regular basis by a bargaining unit Employee is being considered for performance by a contractor, the Employer will afford the Union an opportunity to review the contractor bids to identify ways in which the Union could produce the savings and/or provide the required skills anticipated by contracting out the work. In the event that the Union cannot produce the savings anticipated and/or provide the required skills, the work may be awarded to outside contractors.

The above shall not constitute a waiving of any Employees' rights afforded under Act 195.

The Employer agrees that no Employee shall work under the direction of an Authority contractor on jobs which are included in the work to be performed by him, unless the specific job is formally removed from the contract so as to be performed by the Authority.

ARTICLE XXI

GENERAL PROVISIONS

Section 1 - Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to Employees in this Agreement designate both sexes; and wherever the male gender is used, it shall be construed to include male and female Employees. The Employer agrees not to interfere with the rights of Employees to become members of the Union; and there shall be no discrimination, interference, restraint, or coercion by the Employer, or any Employer representative, against any Employee because of Union capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit, without discrimination, interference, restraint, or coercion.

Section 2 - Union Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union,

The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3 - Union Activities on Employer's Time and Premises

The Employer agrees that during working hours for a reasonable period of time on the Employer's premises, and without loss of pay, Union Stewards shall be allowed to:

- Post Union notices;
- Distribute Union literature;
- Solicit Union membership during other Employee's non-working time;
- Transmit communications, authorized by the local Union or its officers, to the Employer or its representative;
- Consult with the Executive Director, or his representative, local Union officers, or other Union representatives, concerning the enforcement of any provision of this Agreement.

Section 4 - Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local Union representatives, District Council representatives, or International Representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. Prior notification shall be given to the Executive Director, or his designate.

Section 5 - Work Rules

All existing and future work rules shall be subject to mutual agreement before becoming effective.

Section 6 - Uniforms and Protective Clothing

The Employer shall provide all Employees with ten (10) sets of uniforms at all times.

If any Employee is required to wear protective clothing or a protective device to avoid injury to himself or his clothing, the protective clothing or protective device shall be furnished by the

Employer and maintained in proper operating condition by the Employer at its expense. Any clothing or device so provided shall be worn at all times, when the risk against which the clothing or device protects is encountered.

The Authority shall provide reimbursement for a pair of steel-toed work shoes upon request. The Executive Director will determine when the old shoes are worn out, The Executive Director will then provide a shoe replacement authorization. Receipt for the newly purchased pair of steel-toed work shoes and the old work shoes will be turned into the office.

Reimbursement per pair is not to exceed one hundred, twenty-five dollars (\$125.00).

Reimbursement will be paid by check following the next Authority Board meeting, unless the work shoe cost is less than twenty-five dollars (\$25.00). Employees with special pediatric needs will be reimbursed for additional costs, provided that a written notice is submitted from their doctor.

The Employee, if denied a replacement pair of work shoes by the Executive Director, may appeal the Employer's decision to the Safety Committee. The Safety Committee shall have the final decision.

Section 7 - Management Rights

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law.

Section 8 - Past Practices

It is understood and agreed by both parties that prevailing past practices, working conditions, and Employee benefits shall continue in full force and remain in effect, except as otherwise modified by the Agreement.

Section 9 - Telephones

The telephones provided at the Employer's premises are for the conduct of its business. In the event an Employee desires to use the telephone, he shall request permission of a Supervisor to make out-going calls.

Section 10 - Education and Training

The Employer shall continue to provide aids to education and training which will enhance an individual's performance on the job. Such aids shall include the necessary books and mileage expense to and from the plant. Such payments will be made upon the presentation of a properly documented expense statement, upon successful completion of the training.

Section 11 - Training Off-Site During Work Hours

In the event that the training is conducted during normal work hours, leave with pay will be granted for a limited number of events per year and a limited number of persons, at one time, dependent on the needs of the plant.

Requests to attend such training shall be submitted in writing. Such requests may be denied, if the Management does not agree with the Employee's assessment of the benefits to be derived.

Should the Authority direct an Employee to attend a training seminar after normal work hours, those hours shall be considered hours worked for overtime purposes,

Section 12 - Safety and Health

The Employer shall take positive action to comply with all Federal, State and Local laws affecting the health and safety of all Employees.

A Safety Committee shall be established which shall be composed of at least two (2) representatives of the Employer and three (3) representatives of the Employees, appointed by the Union. This Committee shall meet periodically at scheduled times to discuss safety procedures and resolve safety problems, as they develop.

Section 13 - Union Negotiations

Union negotiations will normally be conducted during non-work hours. Whenever negotiations are conducted during work hours, Employees will be given leave to attend such negotiations.

ARTICLE XXII

EMPLOYEE BENEFITS

Section 1 – Health Insurance and Prescription Plan

The Employer shall continue to provide for and fund a health insurance plan and a prescription program to cover medical benefits to all eligible Employees and dependents. The health insurance plan and the prescription program will be administered by the Delaware Valley Insurance Trust and will provide benefits in accordance with the Summary of Benefits which is attached as Appendix "D."

Eligibility for coverage begins the first full month of employment after the Employee has satisfactorily completed forty-five (45) days of full-time employment.

The Employer will pay \$750 toward the deductible for single coverage and \$1,500 toward the deductible for family coverage per year. The Employee will be provided with a debit card that will cover these amounts.

Employees who were employed on February 1, 2016, and who choose not to participate in the Employer's health insurance plan because that Employee's spouse has equivalent or better medical insurance coverage shall receive an annual payment on February 1st of each year (beginning February 1, 2017) in the amount of Six Thousand Dollars (\$6,000) should the Employee have been eligible for single coverage and Twelve Thousand Dollars (\$12,000) should the Employee have been eligible for family coverage. This benefit does not apply and is not available for any employees hired after February 1, 2016.

The Employer shall have the option to place coverage with another reputable carrier, provided that the benefits are equal to or superior to existing coverage. At least thirty (30) days prior to any changes in carriers, the Employer shall notify the Union. At the Union's request, a meeting shall be held to discuss the proposed carrier change. Eligibility for coverage begins the first full month of employment after the Employee has satisfactorily completed ninety (90) days of full-time employment.

Section 2 - Dental Plan

The Employer shall provide for and fund a dental program for Employees and their dependents. Services provided, as defined in Schedule II of the Dental Service Contract with Delta Dental for

Group No. 4070, with the effective date of January 1, 1986, include but are not limited to the following:

Service	Paid By Delta
Diagnostic	100%
Preventive	100%
Restorative	80%
Single Crowns, etc.	50%
Oral Surgery	80%
Endodontics	80%
Non-Surgical Periodontics	50%
Surgical Periodontics	50%
General Anesthesia	80%
Implants	50%

The maximum benefit amount payable to any subscriber that stays within the network is two thousand dollars (\$2,000.00) per calendar year.

The plan is provided through Delta Dental. The Employer shall have the option to place coverage with another reputable carrier, provided that the benefits are equal to or superior to existing coverage. At least thirty (30) days prior to any changes in carriers, the Employer shall notify the Union. At the Union's request, a meeting shall be held to discuss the proposed carrier change. Eligibility for coverage begins the first full month of employment after the Employee has satisfactorily completed ninety (90) days of full-time employment.

Section 3 - Pension

The Employer shall offer to all eligible Employees a defined contribution plan. After two (2) years of service, the Employer will contribute to the Employees' pension contributions three and one-half percent (3.5%) of compensation to the offered Vanguard Fund(s) of the Employees' choice. Employees will have the option of making an additional voluntary contribution, based on a percentage of compensation, up to a maximum of twenty-one and one-half percent (21.5%) of compensation, plus the Authority's contribution.

Eligibility in the deferred compensation (The Delaware Group) plan begins after the Employee has successfully completed his probationary period. The Employee may have up to seventy-five hundred (\$7,500.00) per year invested in the deferred compensation plan.

Section 4 - Life Insurance

The Employer shall provide for and fund group term life insurance for all eligible Employees. The policy provides a death benefit of two (2) times the Employee's yearly salary. Salary is computed as the regular hourly rate times two thousand, eighty (2,080) hours. The policy also provides accidental death and dismemberment benefits. Benefits reduce, per ADEA requirements, to twenty-five percent (25%) at age seventy-five (75).

The policy is currently placed with the Allianz Life Insurance Company of North America. The Employer shall have the option to place coverage with another reputable carrier, provided that the benefits are equal to or superior to existing coverage. At least thirty (30) days prior to any changes in carriers, the Employer shall notify the Union. At the Union's request, a meeting shall be held to discuss the proposed carrier change. Eligibility for coverage begins the first full month of employment after the Employee has satisfactorily completed ninety (90) days of full-time employment.

Section 5 - Short Term Disability

The Employer shall provide for and fund short term disability insurance for all eligible Employees. The policy provides a weekly income benefit of seventy-five percent (75%) of weekly salary, based on regular hourly rate times forty (40) hours, for a maximum of twenty-six (26) weeks. The benefit is payable from the fifteenth (15th) day of non-occupational accident or from the fifteenth (15th) day of sickness.

The policy is currently placed with the North American Benefits Company. The Employer shall have the option to place coverage with another reputable carrier, provided that the benefits are equal to or superior to existing coverage. At least thirty (30) days prior to any changes in carriers, the Employer shall notify the Union. At the Union's request, a meeting shall be held to discuss the proposed carrier change. Eligibility for coverage begins the first full month of employment after the Employee has satisfactorily completed ninety (90) days of full-time employment.

Section 6 - Workers' Compensation

The current practice in relation to work-related injury shall continue with any improvements that may be provided in this Agreement, in accordance with Federal and/or State laws and regulations pursuant to Workers' Compensation.

Section 7 - Vision Care

- a. The Authority will provide Vision Care, under the Pennsylvania Blue Cross's Davis Plan, for Employees having completed their probationary period.
- b. For Employees "opting out" of the Vision Care provided in Section 8A; If the Employee utilizes vision services the Employee will bring the bill to the Authority for reimbursement in accordance with the vision plan benefits.

ARTICLE XXIII SAVING CLAUSE

In the event any Article, Section, or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or Portion thereof specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or Portion thereof.

ARTICLE XXIV TERMINATION

This Agreement shall be effective as of the 1st day of February, 2019, and shall remain in full force and effect until the 31st day of January, 2021. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 14th day of January, 2019.

AFSCME District Council 88, Local 317

Towamencin Municipal Authority

Jack Am DC88
NC 833 DC88
[Signature]

[Signature]
Elizabeth Smith

APPENDIX A - WAGES

Effective February 1, 2019 there shall be an increase of 2.5 percent to the rates for all job classifications.

Effective February 1, 2020, there shall be an additional increase of 2.5 percent to the rates for all job classifications.

The wage schedules are as follows:

	<u>February 1, 2019</u>		<u>February 1, 2020</u>	
	Start	After 6 Months	Start	After 6 Months
Operations				
Operator Trainee	\$20.11	\$24.91	\$20.61	\$25.53
Operator 1	\$27.27	\$28.38	\$27.95	\$29.09
Operator 2	\$29.22	\$30.16	\$29.95	\$30.91
Operator 3	\$30.60	\$31.57	\$31.37	\$32.36
Operator 4	\$32.09	\$33.47	\$32.89	\$34.31
Maintenance				
Maintenance Grade 1	\$27.27	\$28.38	\$27.95	\$29.09
Maintenance Grade 2	\$29.22	\$30.16	\$29.95	\$30.91
Maintenance Grade 3	\$30.60	\$31.57	\$31.37	\$32.36
Maintenance Grade 4	\$32.09	\$33.47	\$32.89	\$34.31

APPENDIX B - Sick Days

Prorated extra sick days to carry over to following year

Employee may earn a prorated number of extra days to carry over to the following year when he/she is newly hired and works less than one full calendar year, under the following schedule:

Works at Least 10	Earns During Year	Takes = or <	Gets Extra
January	12 days (96 hours)	32 hours	16 hours
February	11 days (88 hours)	29 hours	15 hours
March	10 days (80 hours)	27 hours	13 hours
April	9 days (72 hours)	24 hours	12 hours
May	8 days (64 hours)	21 hours	11 hours
June	7 days (56 hours)	19 hours	9 hours
July	6 days (48 hours)	16 hours	8 hours
August	5 days (40 hours)	13 hours	7 hours
September	4 days (32 hours)	11 hours	5 hours
October	n/a	n/a	n/a
November	n/a	n/a	n/a
December	n/a	n/a	n/a

APPENDIX C - On-Call Procedure

The Authority's response to emergency situations after normal business hours is of the utmost importance. The safety of the public and the quality of the environment are potentially at risk. To insure that these emergency situations are safely and properly handled, the following emergency response steps must be taken:

- 1) Weekly On-Call duty will be required of two (2) staff members. Each week on a rotational basis, the employee next in line for the duty may decline to accept it and pass the duty to the next employee, in order of seniority. It can also be swapped from Maintenance employee to Operator and vice versa. No one can decline a second time if it is passed around again to the first employee who was next in line. Management can assist when applicable, however, if management does not assist, no one can decline a second time if it is passed around again to the first employee in line.
- 2) The two (2) employees scheduled to be On-Call will each carry an Authority-provided cell phone from Friday at 4:00 p.m. until the following Friday at 8:00 a.m., unless alternate coverage has been provided by swapping or fellow employee coverage. This responsibility is of extreme importance. The Employee must understand that he will have to come into the plant if he receives an alarm call. The cell phone provided by the Authority will be programmed with appropriate phone numbers that may be needed by the On-Call employee to coordinate with the other On-Call employee.
- 3) The treatment plant and pump stations have dial-out alarm systems, known as a chatterbox. The plant chatterbox is located in the plant control room, and the pump station chatterbox is located near the controls at the pump station. In an alarm condition, a chatterbox will call the following numbers, in order, until the alarm call is acknowledged:

Plant:	215-855-8165
Plant:	215-855-8272
Both On-Call employees' homes:	
1 Plant cell phone:	215-872-6148
2 Plant cell phone:	215-620-0984
Ralph Jacoby home:	215-453-0574
Ralph Jacoby cell:	267-772-0356
Matt Detweiler cell:	267-640-1350

On-Call Procedure

4) When an On-Call employee receives an alarm call from the chatterbox, he/they will immediately acknowledge the alarm and then contact the other On-Call employee to coordinate the response to the alarm call. In some instances, a call may originate from local emergency responders, such as fire, police, 911 dispatchers, or from another employee that has discovered a problem. If conditions at home make it impossible for the On-Call employee to return to the plant, he may pass the callback on to the next willing employee in line to provide assistance and safety. If no additional employees are able to respond, Management should be contacted. In no case, should any employee respond to an alarm alone. Employees on any type of leave will not be included for this procedure.

5) Compensation for On-Call status will be \$2.50 per hour during the term of this Agreement for sixteen (16) hours a day during the week and twenty-four (24) hours a day on weekends and holidays. Please refer to "On-Call Procedure" (Article XIV) in the Union Contract. This daily compensation, however, will be forfeited for any day of an alarm call where the On-Call employee fails to follow the steps outlined in Paragraph (4) above.

Please refer to "Call Time" (Article XV) in the Union Contract for compensation when actually called in to work.

APPENDIX D

Delaware Valley Health Trust		
Towamencin Municipal Authority		
Proposal is effective through December 31, 2016	DVHT PPO HSA High Deductible \$1,500/\$3,000 Plan, \$15 copay/ \$30 copay, 50% out of network with \$10 generic/\$50 preferred brand/\$75 non-preferred brand pharmacy benefit. This is a non-grandfathered plan.	
Benefits	In network	Out of network
Deductible	\$1,500 individual / \$3,000 family	\$10,000 individual / \$20,000 family
Out of Pocket Maximum	\$6,450 individual / \$12,900 family	\$20,000 individual / \$40,000 family
Primary Care Physician	\$15 copay after deductible	50% after deductible
Primary Care Services at Health Trust Center	\$30 copay	
Specialist Office Visit	\$30 copay after deductible	50% after deductible
Preventive Care*	100%, no deductible*	50%, no deductible
Routine GYN exam/Pap	100%, no deductible*	50%, no deductible
Mammography (age 40 and over)	100%, no deductible*	50%, no deductible
Pediatric immunizations	100%, no deductible*	50%, no deductible
Hospitalization	100% after deductible	50% after deductible
Outpatient surgery	100% after deductible	50% after deductible
Maternity	\$30 copay after deductible	50% after deductible
Emergency Room	100% after in-network deductible. Copay waived if admitted	100% after in-network deductible. Copay not waived if admitted
Urgent Care Facility	\$30 copay after deductible	50% after deductible
Walk-In clinic	\$15 copay after deductible	50% after deductible
Ambulance	Emergency 100% no copay, non emergency 100% no copay	Emergency 100% no deductible, non emergency 50%, after deductible
Chiropractic Care	\$30 copay after deductible. 20 visits per calendar year, combined in and out network	50%, after deductible. Visits combined in and out of network.

Delaware Valley Health Trust		
Towamencin Municipal Authority		
Proposal is effective through December 31, 2016	DVHT PPO HSA High Deductible \$1,500/\$3,000 Plan, \$15 copay/ \$30 copay, 50% out of network with \$10 generic/\$50 preferred brand/\$75 non-preferred brand pharmacy benefit. This is a non-grandfathered plan.	
Benefits	In network	Out of network
Physical/Speech/Occupational Therapy	\$30 copay after deductible. Up to 60 visits per calendar year, combined therapies in and out network	50%, after deductible. Visits combined in and out of network.
Mental Health Services	Inpatient 100% after deductible. Outpatient \$30 copay after deductible.	50%, after deductible
Substance Abuse	Inpatient 100% after deductible. Outpatient \$30 copay after deductible.	50%, after deductible
Outpatient x-ray/radiology	100%, after deductible	50%, after deductible
Outpatient lab/pathology	100%, after deductible	50%, after deductible
Durable Medical Equipment	100%, after deductible	50%, after deductible
Home Health Care	100%, after deductible. Up to 120 visits per calendar year, combined in and out of network.	50%, after deductible. Visits combined in and out of network.
Hospice Care	100%, after deductible	50%, after deductible

Delaware Valley Health Trust		
Towamencin Municipal Authority		
Proposal is effective through December 31, 2016	DVHT PPO HSA High Deductible \$1,500/\$3,000 Plan, \$15 copay/ \$30 copay, 50% out of network with \$10 generic/\$50 preferred brand/\$75 non-preferred brand pharmacy benefit. This is a non-grandfathered plan.	
Benefits	In network	Out of network
Private Duty Nursing	100%, after deductible. Up to 70 - 8 hour shifts per calendar year. Combined in and out of network.	50%, after deductible. Combined in and out of network.
Skilled Nursing Facility	100%, after deductible. Up to 180 days per calendar year, combined in and out of network.	50%, after deductible. Combined in and out of network.
Vision Exam Benefit	100%, after deductible. Frequency can be every 24 months.	50%, after deductible
Lens Reimbursement	Standard is up to \$150 every 24 months	
Prescription Drug Retail	\$3 selected generics at Trust Health Center / \$10 generic / \$50 brand/ \$75 non-formulary. Up to a 30 day supply. Copays subject to deductible.	50% of recognized charges
Prescription Drug Mail Order	\$20 generic / \$100 brand/\$150 non-formulary. Up to a 90 day supply. Copays subject to deductible.	Not covered

Delaware Valley Health Trust	
Towamencin Municipal Authority	
Value-Added Benefits	
Health Club Membership Reimbursement	\$250 employee/\$250 spouse. 100 visits per rolling calendar year. This includes race reimbursements. This is a benefit through the Trust office.
Employee Assistance Program	An Employee Assistance Program (EAP) offered through Human Management Services. This is a confidential, integrated counseling and referral service available to employees and eligible dependents.
Nurse Navigator	DVHT Nurse Navigator is designed to help employees and their families navigate the complex inner workings of the health care delivery system. This program designates our in house nurse to facilitating the patient's progress through the treatment process, payment mechanisms, and healthcare organizational structure by removing or mitigating barriers to care, and by helping the patient to better understand treatment, care options, and offering an added support system when needed.
Member Wellness Program	A voluntary, incentive paid, program sponsored by the Trust that focuses on 5 high-risk areas - high cholesterol, diabetes, hypertension, weight management, and smoking cessation.
Weight Management Reimbursement Program	Members and covered spouses are eligible to receive a reimbursement up to \$250, based on program fees, for attending a hospital based weight management program.
Colonoscopy Incentive	The Delaware Valley Health Trust will pay an incentive of \$150 to covered members age 50 years and over (or age 40 and older with a family history of colorectal cancer) for completing a preventative colonoscopy.

Delaware Valley Health Trust	
Towamencin Municipal Authority	
Value-Added Benefits	
<i>On-Site Biometric Screening</i>	Confidential on-site medical screening designed to educate members on their personal health risk factors and to help them take the next step towards proactive health management. Participants receive a personal wellness profile, lab profile, blood chemistry, and confidential post-screen consultation by a program nurse. Upon completion, participants are eligible to receive a \$50 incentive. This program requires a minimum of 35 participants.
<i>Women's Health Initiative</i>	DVHT provides cash incentives to eligible female participants who obtain preventative breast and cervical cancer screenings.
<i>Weight Watchers At Work Program*</i>	On-site weight education and management program offered during the lunch hour. Participants are reimbursed the registration fee after completing the 10-week program. This program requires a minimum of 20 participants.
<i>COBRA Administration</i>	As both a risk management and time-saving measure, the Trust contracts with CONEXIS for comprehensive COBRA administration services. CONEXIS monitors DOL regulatory requirements, handles all employee notifications, tracks elections, and processes premium billing for all subscribers electing to continue Trust medical or dental benefits.