

Chairperson, Mark Petros, on Tuesday, July 11, 2023 at 10:00am, called the Special Meeting of the Sewickley Township Board of Supervisors to order as advertised in the Tribune Review on Thursday, July 6, 2023. The members of the Board of Supervisors present were Mark Petros, Bill Dull, and Linda Harvey. Also attending the meeting were Solicitor Bernard Matthews and Susan Leukhardt.

Mark Petros led those present in the Pledge of Allegiance.

#### **No Public Comment on Agenda Items Only**

Bill Dull made a motion, seconded by Mark Petros, to approve the agenda as presented below. Voting: Mrs. Harvey, Mr. Petros, Mr. Dull; yes. Motion carried unanimously.

Mark Petros made a motion, seconded by Linda Harvey, to enter an Executive Session at 10:02am to discuss the collective bargaining agreement. Voting: Mrs. Harvey, Mr. Petros, Mr. Dull; yes. Motion carried unanimously.

#### **Regular Business of Special Meeting Reconvened at 11:06am.**

Mark Petros made a motion, seconded by Bill Dull, to approve the Collective Bargaining Agreement with the UAW Union representing the Department of Public Works effective July 1, 2023 based on the terms in the attached signed and unsigned Tentative Agreements. Solicitor Comments: The Board is also willing to discuss Memorandum of Understandings addressing a potential midnight shift and internal bidding on open positions by current employees. Voting: Mrs. Harvey, Mr. Petros, Mr. Dull; yes. Motion carried unanimously.

#### **No General Public Comment**

#### **Old / New Business**

The next Regular Meeting of the Board of Supervisors will be held on Wednesday, July 19, 2023 at 6:00pm.

With no further business to come before the Board, Bill Dull made a motion to adjourn, seconded by Mark Petros. Voting: Mr. Petros, Mr. Dull, Mrs. Harvey; yes. Meeting adjourned at 11:17am.



Susan D. Leukhardt  
Secretary-Treasurer

## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 9.4

*Add the following to 9.4:*

~~The language of Article 9.4 shall be deleted and replaced with the following:~~

~~Overtime at the rate of time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours per work week. Overtime will be paid at the rate of one and one-half (1-1/2) times the regular straight time hourly rate for all hours worked on Saturday and Sunday. Employees called to work earlier than the regular starting time may continue working until the end of their regular shift. Subject to Supervisor approval, if an employee is called to work earlier than the regular starting time, and the employee chooses to go home after working at least eight (8) hours on such days, the employee will not be forced to use any of their accumulated time (paid or unpaid) to cover the balance of time remaining in the regular shift.~~

### AGREED TO SUBJECT TO RATIFICATION:

Sewickley Township

UAW Local 204

By: [Signature]

Date: 6/27/23

By: [Signature]

Date: 6/27/23

## CREATE LABOR CLASSIFICATION

The employer intends to create a laborer classification, full-time position. Employer will determine when and if a laborer will be hired. The laborer job duties will be in accordance with the following: flagman; cut grass as directed; drive the <sup>non CDL</sup> white truck; shovel and/or clean ditches, excluding all heavy equipment and <sup>CDL Trucks</sup> ~~tandem trucks~~; general Township property and road maintenance and repair, including, but not limited to, paving crew duties, raking, tamping, leveling and shoveling, crack seal crew duties including air blowing cracks, placing rubberized crack sealer properly in joints and operation of crack sealing machine, installation of stormwater systems, cleaning and repairing of equipment, buildings and drainage stormwater inlets and pipes, installation and repair of street signs and guide rails, roadside leaf and debris collection, remove trees and/or branches from roadways and rights-of way, general cleaning and washing of vehicles and equipment, assist in traffic control as needed and proper placement of work area signs and road closure signs and safety cones, light carpentry work, move heavy boxes or equipment and large bulky <sup>outside of town Roads & Highways</sup> objects, snow and ice control ~~not~~ requiring a CDL license, ~~perform~~ and assist in the mowing program, and other tasks as assigned by the immediate supervisor. The laborer classification will be a full-time job and will not be limited to Summer help.

New employees hired in the classification of mechanic or operator will continue to be paid 80% of the current rate for the first year, 90% for the second year, and 100% beginning the third year of employment.

The Township has the right to assign job duties to employees as needed to meet the needs of the Township. Employees hired as mechanics will be paid the mechanic rate, regardless of the duties they are assigned to perform. Employees hired as an operator will

be paid the operator rate, regardless of the duties they are assigned to perform. Employees hired as laborers will be paid the laborer rate when performing laborer's duties. If a laborer is temporarily assigned to perform an operator's duty, the laborer will be paid at the operator's rate provided that the laborer performs the operator's duty for a minimum of 8 hours in a work day.

Laborer classification starting rate is Fifteen Dollars (\$15.00) per hour, or minimum wage, whichever is higher. If the laborer survives the ninety (90) day probationary period, the wage rate shall be increased to Fifteen Dollars and Fifty cents (\$15.50) per hour, provided that the employee's performance warrants such an increase in the discretion of the Board of Supervisors. After six (6) months, the laborer will receive another increase of Fifty cents (\$.50) per hour, provided that the laborer's performance warrants such an increase in the sole discretion of the Board of Supervisors. After the laborer has been employed for one (1) year, the laborer shall receive any increases provided for by this Agreement.

**AGREED TO SUBJECT TO RATIFICATION:**

**Sewickley Township**

By: [Signature]

Date: 6/27/23

**UAW Local 204**

By: [Signature]

Date: 6/27/23

## **COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE 6**

**Step 1:** A grievance or dispute shall first be taken up orally by the Committee with their immediate Supervisor within five (5) days of events giving rise to the grievance. If the grievance or dispute is not satisfactorily settled within one (1) working day as a result of such verbal discussion, it shall be referred to the next step.

**Step 2:** Within five (5) days after the verbal grievance is presented to the immediate Supervisor and it is not resolved, a written grievance must be submitted to the Township Board of Supervisors. The Committee will meet with the Board of Supervisors, in executive session, at the next regularly scheduled public meeting of the Board of Supervisors or within thirty (30) days after submission of the written grievance to the Board of Supervisors, whichever occurs first. The Board of Supervisors will issue a written decision on the grievance within ten (10) days after meeting with the Union Committee in executive session.

**Step 3:** The Union must demand Arbitration of the grievance within ten (10) days <sup>receipt of</sup> after the date of the Board's written decision denying the Grievance.

**Rules Applicable to Processing of Grievances:** Grievances are limited to the terms set forth in this Agreement and may not be expanded upon by a Arbitrator. In a discharge or suspension case, the impartial Arbitrator shall have the authority to sustain or reverse such suspension or discharge based on the absence of just cause, including an order for reinstatement and back pay for time lost, in whole or in part, or to find that the penalty was too severe and award a less severe penalty. The time limits provided at any of the several steps listed above may be extended by mutual agreement of the parties, in writing.

However, any Grievance not proceeding to the succeeding step of the grievance procedure within the time frame set forth above, shall be considered settled on the basis of the last decision given by the employer. There shall be no strikes, lockouts, or slowdowns during the term of this Agreement.

**AGREED TO SUBJECT TO RATIFICATION:**

**Sewickley Township**

By: 

Date: 6/27/23

**UAW Local 204**

By: 

Date: 6/27/23

## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 7.2

Article 7.2 shall be deleted and replaced with the following language:

New employees shall be considered probationary employees for the first ninety (90) calendar days of the employment, and will receive continuous seniority credit during such periods, provided further, however, that the employee shall have no rights <sup>File a grievance</sup> under this Collective Bargaining Agreement during the probationary period, ~~including the right to file a grievance~~. In addition, employer may terminate the services of the probationary employee at any time, with or without just cause, prior to the ninety-first (91<sup>st</sup>) calendar day after the employee was hired. Probationary employees, after working ninety (90) calendar days and surviving the probationary period, will be entitled to all of the benefits of this Agreement.

#### AGREED TO SUBJECT TO RATIFICATION:

Sewickley Township

By: [Signature]

Date: 6/27/23

UAW Local 204

By: [Signature]

Date: 6/27/23

**COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE 17**

This section should be deleted in its entirety.

**AGREED TO SUBJECT TO RATIFICATION:**

**Sewickley Township**

By: Lisa B. Harvey

Date: 6/27/23

**UAW Local 204**

By: Quinton H. Hinton

Date: 6/27/23



## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 11.6

The language of Article 11.6 shall be deleted and replaced with the following:

If an employee has vacation days remaining in December and cannot take them due to work volume, the Township and Union will meet to discuss how those vacation days can be carried over to and be used in the following year. *and cannot be banked and must be used* If employer and employee agree to ~~carry over~~ *in the first quarter* pay the employee for unused vacation time instead of carrying it over, unused vacation time will be paid at straight time. At least one week of vacation must be continuous and *February* scheduled by each employee by the end of ~~January~~ *January* of each year, *unless the first year employee has only one week of vacation.*

#### AGREED TO SUBJECT TO RATIFICATION:

Sewickley Township

UAW Local 204

By: *[Signature]*

By: *[Signature]*

Date: 6/27/23

Date: 6/27/23

## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 18.9

The language of Article 18.9 shall be deleted and replaced with the following:

The Township will provide long term disability benefits, pursuant to the terms and conditions of Group Policy Number 000950205379, The Lincoln National Life Insurance Company. In the event this long term disability is terminated or changed, the Township will provide a long term disability benefits policy, unless no such policy can be purchased. Under no circumstances shall the Township be required to provide self-insured long term disability benefits.

#### AGREED TO SUBJECT TO RATIFICATION:

**Sewickley Township**

By: 

Date: 6/27/23

**UAW Local 204**

By: 

Date: 6/27/23

## ARTICLE 18.9

The Township will provide short term disability benefits, pursuant to the terms and conditions of Group Policy Number 000950205380, The Lincoln National Life Insurance Company. In the event this short term disability is terminated or changed, the Township will provide a short terms disability benefits policy, unless no such policy can be purchased. Under no circumstances shall the Township be required to provide self-insured short term disability benefits.

**UAW Local 204**

**By:**

Date:

## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 18.6

The language of Article 18.6 shall be deleted and replaced with the following:

The Township will provide life insurance with a death benefit in the amount of Fifty Thousand Dollars (\$50,000.00), pursuant to current Group Policy Number 000950205378, The Lincoln National Life Insurance Company. In the event this life insurance policy is terminated or changed, the Township will provide a life insurance policy with a death benefit of Fifty Thousand Dollars (\$50,000.00), unless no such life insurance policy can be purchased. Under no circumstances shall the Township be required to provide self-insured life insurance death benefits.

### AGREED TO SUBJECT TO RATIFICATION:

**Sewickley Township**

By: 

Date: 6/27/23

**UAW Local 204**

By: 

Date: 6/27/23

## COLLECTIVE BARGAINING AGREEMENT

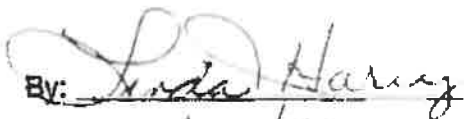
### ARTICLE 9.5

The language of Article 9.5 shall be deleted and replaced with the following:

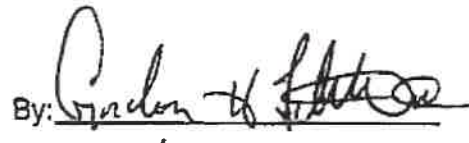
In the event that the employer implements shifts comprised of four (4) ten (10) hour work days, all forty (40) hours shall be paid at straight time. During a paid holiday week in which a ten (10) hour schedule is being worked, the remaining thirty-two (32) hours in that week will be worked in a three (3) day period.

#### AGREED TO SUBJECT TO RATIFICATION:

**Sewickley Township**

By:   
6/27/23

**UAW Local 204**

By:   
6/27/23

## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 18.2

This section should be deleted in its entirety. Post-retirement health insurance will no longer be provided.

Not yet Agreed. Parties will revisit this when  
AGREED TO SUBJECT TO RATIFICATION: negotiating Healthcare.

Sewickley Township

By: Linda Harvey

Date: 6/27/23

UAW Local 204

By: Carolee H. H. H.

Date: 6/27/23

COLLECTIVE BARGAINING NEGOTIATIONS

Between

UAW Local 204 and Sewickley Township

**Article 6**

**SCHEDULE OF HOURLY WAGE RATES**

Wages are here by increased as follows:

	<u>Operator</u>	<u>mechanic</u>
July 1, 2023 — <del>16%</del>	\$ 26.45	\$ 27.20
July 1, 2024 — <del>10%</del>	\$ 27.35	\$ 28.10
July 1, 2025 — <del>8%</del>	\$ 28.15	\$ 28.90
July 1, 2026 — <del>8%</del>	\$ 28.85	\$ 29.60

Mechanic to be increased 5% over operator pay

*James H. Harey*  
6/27/23

*Quado H. H. H.*  
6/27/23

*\*The union reserves the right to add, delete, or modify any proposal*

**COLLECTIVE BARGAINING NEGOTIATIONS**

**Between**

**UAW Local 204 and Sewickley Township**

**Article 9**

**HOURS OF WORK AND OVERTIME**

9.1 The Regular work week shall consist of forty (40) hours beginning with the start of the shift from 7:00 A.M. to 3:00 P.M. (straight 8-hour shift) The regular work week will be Monday to Friday. Occasionally, weekend work may be necessary, the weekend overtime work will be offered in a manner consistent with weekly overtime offerings. Saturday will be paid at 1-1/2 times the hourly wage, and Sunday will be paid at 2 times the hourly wage. The Employer will give fourteen (14) days' notice if any change to the regular schedule (example 4-10-hour days) is made.

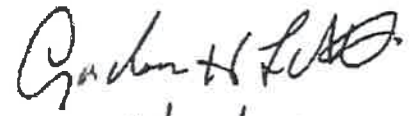
Keep  
Contract  
as is

9.4 The Union agrees to over time rates being paid after forty (40) hours, rather than any hours over eight (8).

Keep  
Contract  
as is

9.7 Overtime offering will be made on a seniority, cascading basis. This is consistent with the current practice. Overtime will be equally distributed by classification, except the mechanic may be offered work in the operator or laborer classification, and the operators may be offered work in the labor classification as well as their own classifications provided that the person in the classification have all been offered the work first.

  
6/27/23

  
6/27/23

**\*The union reserves the right to add, delete, or modify any proposal**



## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 9.1

The language of Article 9.1 shall be deleted and replaced with the following:


The regular work week shall consist of forty (40) hours, beginning with the start of the shift from 7:00 a.m. to 3:30 p.m., Monday through Friday, subject to change by Employer, with fourteen (14) days prior notice to the Union.

#### AGREED TO SUBJECT TO RATIFICATION:

**Sewickley Township**

**UAW Local 204**

By: 

By: 

Date: 6/27/23

Date: 6/27/23

## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 12


The language of Article 12 shall be deleted and replaced with the following:


In the event that an employee requires a leave of absence in accordance with the requirements of the Family and Medical Leave Act, employer agrees to process requests in accordance with the requirements of the Family and Medical Leave Act, and the employee may use paid or unpaid time. Any other leave of absence may only be granted by the employer in its sole and absolute discretion.

#### AGREED TO SUBJECT TO RATIFICATION:

**Sewickley Township**

**UAW Local 204**

By:   
Date: 6/27/23

By:   
Date: 6/27/23

**COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE 9.8**

The language of Article 9.8 shall be deleted and replaced with the following:

Employees shall be paid bi-weekly, i.e. every two (2) weeks.

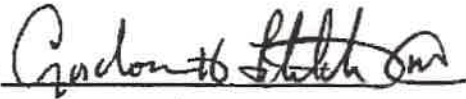
**AGREED TO SUBJECT TO RATIFICATION:**

**Sewickley Township**

**UAW Local 204**

By: 

Date: 6/27/23

By: 

Date: 6/27/23

COLLECTIVE BARGAINING NEGOTIATIONS


Between

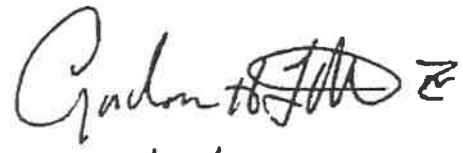
UAW Local 204 and Sewickley Township

Article 19

MISCELLANEOUS

5. Effective July 1, 2023, the Township agrees to grant each employee a <sup>\$400</sup> ~~five~~ <sup>four</sup> hundred-dollar (~~\$500~~) allotment, each year of the Agreement, as a clothing allowance. The employee must show proof of purchase before being reimbursed. Eligible clothing consists of boots, pants, long sleeve T-shirts, sweatshirts, coveralls and hats.

  
6/27/23

  
6/27/23

\*The union reserves the right to add, delete, or modify any proposal

## **COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE 18 HEALTH AND SAFETY**

Article 18.1 shall be deleted and replaced with the following:

1. The parties agree to negotiate medical insurance programs to be provided to employees when renewal rates and plans become available in or about October, 2023. Until new health insurance plans are agreed to, the Township will provide, without cost to its employees except for the employees' ten percent (10%) contribution under Section 18.4, full Hospital Medical programs for employees and their dependents, under the current plan or its equivalent.

#### **AGREED TO SUBJECT TO RATIFICATION:**

**Sewickley Township**

**UAW Local 204**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 14 SICK LEAVE

The language of Article 14 shall be deleted and replaced with the following:

1. Employees shall receive paid sick days per each year of the Agreement to be used in case of illness of the employee or their immediate family, on the basis of seniority as follows:

	<u>Paid Sick Days</u>
6 months but less than 6 years seniority	3 days
6 years and over	5 days

New employees hired after June 30, 2005, will receive three (3) paid sick days per year.

2. Effective July 1, 2023, each employee shall receive, based on seniority chart, paid sick days per contract year, and shall be accumulative to thirty (30) days. At retirement, employees shall be paid fifty percent (50%) accumulated sick days at the prevailing hourly rate at the time of retirement. The accumulated days will be no more than thirty (30) days.
3. Pay for sick leave shall be at that rate of pay which the employee would have received had he worked his regular straight time schedule that day and may be used only on those days such employee is normally scheduled to work.
4. If the employee is absent on a paid sick leave day and a holiday occurs, he shall receive holiday pay and no absence shall be charged against his sick leave credit for that day.
5. Prior to employees using the Sick and Accident benefit for sick leave, they must use no less than seventy-five percent (75%) of their accumulated sick days.
6. Employees will be required to submit a doctor's excuse after three (3) consecutive sick days.

#### AGREED TO SUBJECT TO RATIFICATION:

**Sewickley Township**

**UAW Local 204**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE 19.6  
MISCELLANEOUS**

Add to Article 19.6 the following:

6. Except in the case of emergencies, Employees will provide twenty four (24) hours prior notice of intent to use a personal day.

**AGREED TO SUBJECT TO RATIFICATION:**

**Sewickley Township**

**UAW Local 204**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## COLLECTIVE BARGAINING NEGOTIATIONS

Between

UAW Local 204 and Sewickley Township

### **Article 6**

#### **Discipline and Discharge**

##### Section 1,

(a) The parties agree that disciplinary action is taken with the purpose of correcting unsatisfactory behavior. Therefore, discipline will follow a progressive format in an attempt to first correct unsatisfactory behavior before termination **unless the conduct or offense is subject to immediate termination. For conduct or offenses that are not subject to immediate termination, as stated herein, the progression of discipline shall be:**

1. Oral warning by Public Works Director **or immediate supervisor.**
2. ~~Oral warning by the Township.~~ **If behavior continues, written warning by immediate supervisor which will be presented to and reviewed by the Township Board of Supervisors**
3. ~~Written warning by the Township.~~ **If behavior continues, the employee will attend a meeting with the Township Board of Supervisors**
4. ~~Meeting with the Township.~~ **If behavior continues, suspension of three (3) days**
5. ~~Suspension 3 days unpaid~~ **If behavior continues, suspension of five (5) days**
6. ~~Suspension 5 days unpaid~~ **If behavior continues, termination**
7. ~~Termination~~

(b) The employee shall have their Union Representative present for all steps of discipline. The union may grieve any disciplinary action taken.

*\*The union reserves the right to add, delete, or modify any proposal*



## COLLECTIVE BARGAINING NEGOTIATIONS

### Between

#### UAW Local 204 and Sewickley Township

If the discipline is found to be unjust in any step of the grievance procedure, it shall be removed, and the employee made whole.

(c) If in a 12-month period, starting from the date of incident, an employee has had no discipline occur, they shall go back ~~one~~ **one** in the progression. This will continue until all disciplinary actions have been removed from their file.

(d) The Township shall have three (3) **business days after an incident occurs** to meet with the employee and union regarding possible disciplinary action ~~take disciplinary action involving an incident~~ **unless the Township, Union or the employee are unable to meet within that three (3) day period, in which event the parties will schedule a mutually agreeable time to meet. If no action is taken, the incident is considered resolved, and no action shall be taken. No disciplinary action shall be taken by the Township to suspend or discharge an employee unless the employee is afforded procedural due process required by law.**

Section 2. (a) Discharge: The township shall not discharge any employee without just cause. If the Township believes there is just cause for discharge, **the Township will provide the employee with procedural due process required by law prior to imposing discipline. the employee involved shall be suspended for five (5) days. The employee and their union steward will be notified in writing that the employee is suspended and is subject to discharge.**

~~(b) The Union shall have the right to take up the suspension and/or discharge as a grievance at the third (3<sup>rd</sup>) step and the matter will then follow the grievance procedure to arbitration if necessary.~~

*\*The union reserves the right to add, delete, or modify any proposal*

## COLLECTIVE BARGAINING NEGOTIATIONS

### Between

#### UAW Local 204 and Sewickley Township

(c) If the employee is found to ~~be unjustly~~ **have been** suspended or discharged **without just cause**, they shall be reinstated with full compensation for all lost time and benefits.

The parties agree that the certain behavior shall not be tolerated. The following behavior may result in immediate discharge:

1. Fighting, initiating a physical altercation on Township time or premises.
2. Possession of a firearm on Township time or premises. (Other than police personnel).
3. Possession or use of illegal drugs or impairment from such use on Township time or premises.
4. Possession or use of alcohol or impairment from such use on Township time or premises.
5. Destruction, defacing or damaging Township property, equipment, or products with malicious intent.
6. Theft or unauthorized use or removal of Township property, equipment, products, or the possessions of others.
7. Threatening harm to any person on Township time or property.
8. Misusing, transmitting, or removing from the premises any Township records, materials, blueprints/electronic files. Lists, trade secrets, or confidential information of any nature without proper authorization.
9. **Other intentional conduct and behaviors that cause harm or damage to person(s) and facilities, and/or interfere with or disrupt the daily activities of employment.**

*\*The union reserves the right to add, delete, or modify any proposal*

**COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE 10.1  
HOLIDAYS**

1. Christmas Eve will be added as a holiday.

**AGREED TO SUBJECT TO RATIFICATION:**

**Sewickley Township**

**UAW Local 204**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_