

LABOR AGREEMENT

BETWEEN

AFSCME LOCAL 484  
AFL - CIO

PUBLIC WORKS

AND

TOWN BOARD OF FAYAL  
TOWNSHIP

January 1, 2019 - December 31, 2021

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## AGREEMENT

The Town Board of Fayal Township, Eveleth, Minnesota, hereinafter referred to as the "Board", desires to adopt as a matter of policy this Agreement which has come to be recognized as fair and just in dealings between management and labor.

The Board had conferred with representatives of Local Union No. 484 American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the "Union".

In order to make said Agreement effective, the Board adopts the following Agreement regarding wages, hours and all other conditions with respect to regular full and part-time employees of Fayal Township, said Agreement to be effective as of January 1, 2019 and to continue in full force and effect until December 31, 2021 and from year to year thereafter unless either party hereto shall give sixty (60) days written notice to the other party that they desire to amend this Agreement.

### ARTICLE I RECOGNITION

#### Section 1.

The Board recognizes Local Union No. 484, AFSCME, AFL-CIO, as the representative for collective bargaining purposes of the employees of Fayal Township in the unit composed of all regular full and part-time employees of Fayal Township.

#### Section 2.

The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, religious or political belief.

### ARTICLE II CHECKOFF OF UNION DUES

The Board agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 484, which is Union Dues or initiation fees of the Union, and to transmit to the Financial Secretary of Local 484 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the Clerk's office to stop deductions.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III  
SENIORITY

Section 1.

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment for Fayal Township. All new employees shall be on probation for a period of six (6) months, unless extended by the Town Board, not to exceed one (1) year "and upon successful completion of such probationary period, then seniority shall revert to the first day of their employment.

Section 2.

An employee shall lose his seniority if:

- 1) He voluntarily resigns from employment;
- 2) He is discharged for cause;
- 3) He fails to report for work after layoff within fifteen (15) days after receipt of notice by registered mail. The Clerk of Fayal Township shall send this notice to return to work to the employee at his last known address.

Section 3.

In the event of a layoff in any category of work, employees shall be laid off according to seniority in the inverse order of hiring.

Section 4.

Employees shall be rehired according to seniority in the inverse order of layoffs.

Section 5.

In cases of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing.

Section 6.

In cases of reduction in force or the elimination of a position, a senior employee may exert his seniority preference over a junior employee in any classification of work, provided he has the necessary qualifications to perform the duties of the job involved.

Section 7.

Temporary vacancies shall be filled by the senior qualified employee. In the event said vacancy has a higher rate of pay; employee filling such a vacancy shall receive such higher rate of pay. An employee who has filled a temporary vacancy shall have the right to return to his former position.

Temporary vacancy shall be defined by the absence of a full-time employee for more than seven hours per workday. In the event an employee fills in for a temporary vacancy of seven hours in a day or more, they shall receive eight (8) hours at the higher rate of pay.

Section 8.

No employee shall be temporarily or permanently assigned to fill a vacancy without the consent of the employee.

Section 9.

Notice of all vacancies and newly created positions shall be posted on the employee's bulletin board, and the employees shall be given seven (7) day's time in which to make application to fill said vacancy or new position. The time in which to make application to fill said vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. A thirty (30) day trial period shall be given to the employee for the purpose of determining his qualifications unless he is obviously not qualified. The Board shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. In the event the Board and the Union agree during the trial period that the applicant does not possess the necessary qualifications, the applicant shall have the right to return to his former position and shall not be denied the right to make application for any other posting.

Section 10.

The Union shall have the right to request negotiations over added duties and responsibilities to bargaining unit positions, that are a result of Town Board action, or when licensing or certifications are added requirements for current employees. If the parties are unable to reach a settlement over the issue, it shall be submitted to "interest arbitration" for a binding settlement.

Section 11.

The seniority of an employee shall not be terminated or broken because of absence due to illness or temporary layoff.

Section 12.

The seniority of an employee who has been granted a leave of absence shall be frozen on the date the leave of absence becomes effective.

Section 13.

The seniority list shall be brought up to date on May 1st of each calendar year and posted on the employee's bulletin board. A copy of the seniority list shall be sent to the President of the Union.

Section 14.

Demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employee affected shall receive prior notice in writing of any such action. If the Union feels the action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure. In the case where a demotion or transfer has been proved unjustified and the employee returned to his former status, the loss of pay shall be restored.

Section 15.

In the event a general layoff is contemplated, the Board agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

ARTICLE IV  
GRIEVANCE PROCEDURE

The Board and the Union shall attempt to adjust all grievances, which may arise in the following manner:

Section 1.

A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this Agreement and all disciplinary actions.

Section 2.

The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject to the final resolution of the grievance.

Section 3.

There shall be thirty (30) calendar days time limit for the initiation of any grievance. That is, any grievance filed more than thirty (30) calendar days from the date of action complained of shall be invalid. Grievances involving pay may be addressed at the time they are discovered regardless of the length of time that has passed, but within thirty (30) calendar days of first discovery by the employee.

Section 4.

- A. First, an effort shall be made to adjust the grievance between the employee, the Union Steward or the Grievance Committee and the employee's immediate supervisor. The supervisor shall submit a written disposition of the grievance to the local union president grievant and the exclusive representative, not later than ten (10) days after the grievance is filed with him.

- B. If no settlement is reached in Step A, the Board and the Grievance Committee shall meet within twenty (20) days to discuss the matter and attempt to settle it. The Board shall submit a written disposition of the grievance to the local union president not later than one (1) week after such meeting is held.
- C. If no settlement is reached in Step B, the parties agree to use the services of a mediator mutually agreed to and selected from a list of individuals submitted by the parties.
- D. If no settlement is reached in Step C, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until one name remains and the last remaining individual shall be designated as the arbitrator. If the parties are unable to agree upon who shall strike the first name, the question shall be decided by the flip of a coin. A hearing on the grievance will be promptly scheduled by the arbitrator and he shall render a decision within thirty (30) days after the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Duly authorized representatives of the Union shall have the right to accompany the Grievance Committee at all times in the discussion or adjustment of grievances.

#### Section 5.

If a grievance is not appealed to the next step within the specified time limit or extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not respond to the grievance or appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement.

### ARTICLE V DISCHARGES AND SUSPENSIONS

Discharge or suspension shall be made only for just cause. The Union Grievance Committee and the employee affected shall receive prior notice in writing of any such action. An action to discharge an employee shall be taken by the Board only after a hearing at which the employee and the Union shall have the right to present witnesses, introduce evidence and to examine witnesses and evidence presented against him. A stenographic record of the hearing before the Board shall be taken and the employee and the Union Grievance Committee shall be entitled to a copy of the record. The salary of the employee shall be suspended during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case the reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension.

ARTICLE VI  
GENERAL PROVISIONS

Section 1.

The Board agrees to permit the Negotiating or Grievance Committee to appear at all negotiations or grievance meetings with department heads or the Board in negotiations of disputes without the loss of pay.

Section 2.

There shall be no replacement of regularly employed employees by relief workers nor shall a relief worker be placed in any classified position.

Section 3.

Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the Town of Fayal at reasonable times to investigate grievances and other problems with which they are concerned.

Section 4.

The Board will erect and maintain a bulletin board of reasonable size, which bulletin board shall be for the use of the Union to post any notices or documents relating to Union affairs

Section 5.

All matters not covered by this Agreement shall be settled by negotiations between the Board and the Union.

Section 6.

The management of the Town of Fayal and the direction of the working forces, the operation of the said department, including the hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of the employees in connection with the reduction or increase in the working forces, the scheduling of work and the control and the regulation of the use of all equipment and other property of the Board are the exclusive functions of the Board; provided, however, that in the exercise of such functions, the Board shall not alter any of the provisions of this Agreement.

Section 7.

Thirty (30) days written notice of his/her desire to terminate employment shall be given to the Clerk by the employee. If employee fails to do so, he/she shall forfeit all accrued vacation and compensatory time.

Section 8.

When a termination notice has been presented to the Board, the Clerk shall immediately post notice of a vacancy.



Section 9.

The Employer shall provide an annual allowance of up to \$300.00 to reimburse the cost of OSHA approved safety eyewear, including frames, for each employee. Reimbursement will be made upon the submission of appropriate documentation and receipt for the cost of purchased eyewear. The employee shall have the option of carrying forward one (1) year's allowance to provide a maximum accrual of \$600.00.

Section 10.

For purposes of any and all benefits in the labor agreement, employees who maintain on average a 32-hour workweek shall be provided full time benefit accruals, payments or calculations. For employees who maintain less than 32 hours per week on average, all benefits shall be pro-rated based on a full time equivalent of 2080 hours per year or 40 hours per week. EXAMPLE: Employee averages 24 hours per week would be credited with a .6 full-time equivalency and thus would earn 7.2 hours per month of sick leave, rather than the full-time equivalent of 12 hours per month.

Section 11.

Casual employees may be utilized during snow storms, shorthanded situations, and emergency situations. This can only occur if all AFSCME Local 484, Fayal Township Employees are asked first, or in circumstances where prior knowledge of such an event occurring (e.g. snowstorm, short staffed due to scheduled vacations, etc.), have indicated they are not interested in assisting in such activities.

ARTICLE VII  
SICK LEAVE

Section 1.

All regular employees shall earn sick leave at the rate of twelve (12) hours for each month of service, accumulative to nine hundred sixty (960) hours. No sick leave accumulated shall exceed 960 hours as of January 1st of any given year. When a new employee is hired, he shall receive 120 hours of sick leave time after his probationary period has been completed and will begin to earn his sick leave as of his anniversary date one (1) year after employment.

Section 2.

An employee may be required to present evidence satisfactory to the Board of inability to work due to illness or accident for sick leave used creating time off in excess of three (3) calendar days.

Section 3.

Sick leave shall be paid for absence because of an employee's inability to perform his duties by reason of illness or injury, by necessity for medical or dental care, or by exposure to a contagious disease under circumstances in which the health of employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.

Sick leave shall be paid, upon approval of the Town Board, for absence due to illness in the immediate family of the employee where attendance by the employee is necessary. "Immediate family" for this purpose shall be defined as parents, stepparents, spouse, children, stepchildren or minor wards of the employee.

Section 4.

The board and the Union agree to comply with the following Workmen's Compensation regulations: It is agreed that if an employee of the Town of Fayal shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the Board shall pay the difference between the compensation received by the employee and his regular monthly rate, same to be deducted from the said accrued vacation or sick leave benefits; the Board will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by Workmen's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section 5.

All employees who have reached a retirement age of 62 years or older and with 15 years of service with the Township or who meet the Rule of 90 as established by PERA, whichever occurs first, shall continue to be insured under the same hospitalization and medical insurance program as provided by the contract that was in force at time of retirement. All such employees who have accumulated sick leave to their credit at the time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation. This amount shall be placed in a Minnesota State Retirement System Health Care Savings Plan account, one third of the amount each year for a period of three years or sooner. In the event of the death of the employee, the amount shall be paid to the employee's estate. Such coverage shall be continued until the employee is eligible for Medicare/Medicaid supplemental benefits at which time the Employer shall purchase and provide a supplemental policy for the retiree.

ARTICLE VIII  
DEATH IN THE FAMILY

Three (3) day's absence without the loss of pay shall be allowed an employee in the case of death in the immediate family. Immediate family shall be defined as a brother, sister, son, daughter, father, mother, stepparents, wife or husband or either the employee or his spouse. Two (2) additional days shall be allowed in the event travel is required outside a 200-mile radius of Fayal Township.

ARTICLE IX  
HOLIDAYS AND PERSONAL LEAVE

Section 1.

All regular employees shall receive the following paid holidays:

New Years' Day	Independence Day	Veteran's Day
President's Day	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas Day
Memorial Day	Friday after Thanksgiving	Martin Luther King Day

Section 2.

All regular part-time employees who are required to work on any of the above mentioned holidays shall be compensated at time and one-half (1-1/2) rate of pay for their work that day, in addition to their regular holiday pay.

Section 3.

When a paid holiday falls on an employee's scheduled day off or during his vacation period, he shall receive an additional day of paid vacation. Holiday pay shall not be used to increase an employee's compensation above his/her normal hours of work as set by the Town Board without prior approval.

Section 4.

Each employee shall be eligible to take one (1) day per year as personal leave. The employee must notify the employer of their intent to utilize the personal leave. The employee will be compensated at their regular hourly rate of pay for eight (8) hours.

ARTICLE X  
VACATIONS

Section 1.

All full-time employees shall accrue and be entitled to vacation as per the table below, based on years of continuous service with the Township:

<u>Years of Service</u>	<u>Weeks/Hours Vacation</u>
After one (1) year	2 weeks/80 hours
After four (4) years	3 weeks/120 hours
After ten (10) years	4 weeks/160 hours
After twenty (20) years	5 weeks/200 hours

Section 2.

In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacation insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees. A vacation schedule shall be posted by January 1 of each year.

Section 3.

The vacation period of an employee shall not be split, except at the option of the employee.

Section 4.

Upon termination of employment for any cause, employee shall be paid for any accumulated vacation credit, including pro rated payments for periods of less than one (1) year, unless he/she has failed to comply with Article VI, Section 7.

ARTICLE XI  
HOURS OF WORK

Section 1.

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week. The Town Board may set the starting time after notifying the employee's one (1) week in advance of any change. Each employee shall be allowed a fifteen (15) minute rest break in each half of their eight (8) hour shift. Where conditions require an employee to work more than eight (8) hours per day or forty (40) hours per week, all such hours shall receive one and one half (1-1/2) hours compensatory time off or pay at time and one-half (1-1/2), at the employee's option, for each hour of overtime worked. Hours worked between 12:00 midnight and 7:00 a.m. and the time worked on weekends shall be paid at time and one-half pay. When an employee is required to work four (4) hours beyond his original shift, lunch shall be provided for him/her.

Section 2.

In all cases where an employee can be spared from his/her position without detriment to the department, the employee shall, by mutual agreement, with the Immediate Township Supervisor reduce any accumulation of compensatory overtime through taking compensatory time off. Compensatory time off will be communicated through the Public Works Foreman among all four (4) public works employees. Seniority shall be the determining factor if a conflict arises. Compensatory time off will not be used to increase an employee's compensation above his/her normal hours of work as set by the Town Board except by prior approval or in the case of the required annual payout specified in Article XI Section 4.

Section 3.

When an employee has to his credit a bank of one hundred twenty (120) hours of compensatory overtime, all overtime hours worked in excess of one hundred twenty (120) hours shall be recorded as cash overtime.

Section 4.

A bank of one hundred twenty (120) hours shall not be accrued or maintained in order to provide the employee with cash overtime.

Effective December 31 of each calendar year, an employee who has credited compensatory overtime shall be paid in cash for all such hours.

Section 5.

All employees who have completed their daily shift and have returned home and are called back to return to work before beginning their next daily shift shall be termed a call-out and shall be compensated for actual hours worked or two (2) hours, whichever is greater at time and one-half (1-1/2) the employee's basic hourly rate of pay. The employee may also elect to take compensatory time off in lieu of overtime pay.

Section 6

When and if required by the Employer, the employees will create a schedule to provide on call coverage for the water/wastewater system. All employees covered by this agreement will be required to be part of the on-call rotation. The on-call responsibility will be shared on an equal basis or by mutual agreement between the employees. Disputes involving coverage will be brought before

the Public Works liaison or alternate to be resolved. Wastewater response will be the responsibility of the wastewater operator during his/her normal hours of work. Employees required to be on call shall be compensated at the rate of \$2.00 per hour for all hours "on-call". Any employee who is called-out while on call shall be compensated at the Waste-water Operators rate of pay for those hours or their current rate of pay whichever is greater.

The call out procedure for the collection system shall occur in the following order: Waste-water Operator, Working Foreman, Equipment Operator/Collection Systems Operator and PUC Coordinator/Billing Clerk. When one of the employees is designated as the on-call person for the weekend or holiday, then that individual would be called first, then through the list. If no employees are available to be on-call, the Board "may call whomever or whatever personnel are necessary to handle the, situation. In an "emergency" the Employer may call whomever or whatever personnel are necessary to handle the emergency situation. An "emergency" shall be defined as a power outage affecting lift stations, flooding of homes or any natural disaster wherein the State, Federal, or Local officials have declared a state of emergency.

## ARTICLE XII HEALTH AND WELFARE

### Section 1.

The Town Board of Fayal Township will provide for Health Partners of Minnesota, or a major medical insurance with a company of another name, providing coverage equal to or greater than the existing Health Partners High Deductible HSA (Empower HSA Silver) policy currently in effect. (see attachment A of the Agreement – summary of-current policy), effective January 1, 2019, and thereafter, the Employer agrees to and shall pay and provide 95% of single premium and 95% of the spouse or qualified dependent premium, unless the spouse or dependent has available and is receiving employer-sponsored insurance in which case the employer will not duplicate coverage for a high deductible plan. The employee shall pay the additional 5% of premiums. Employer agrees to fund on January 1<sup>st</sup> the single and family deductible not to exceed \$3500 for single plans and \$7000 for family plans into the employee's HSA savings account established for such purpose, not including insurance premiums, annually. In the event the insurance provider no longer offers the current policy, the Employer will provide a policy equal to or greater and continue to pay as provided above for the single and/or family deductible. The parties agree to meet and confer as needed to address other insurance options available to the group and the Township.

The employer and employees mutually agree to do an insurance reopener in 2019 for the years 2020 and 2021.

The Employer shall continue to provide hospital/medical benefits at the same level for retired employees who are eligible for retirement under PERA standards and who have a combined 90 points (years of service and age) with the employer or have reached age 62 and have 15 years of service with the employer, whichever occurs first.

Due to IRS regulations, employers are not able to contribute to a Health Savings Account on behalf of retirees. A Health Reimbursement Account will be established for retirees funded at the same level per the contract that was in force at the time of retirement.

For any employee hired after January 1, 2007, the Employer will no longer provide for payment for retiree health care benefits. In lieu of paid retiree health care premium benefits, the Employer

shall enroll the employee in a Post Retirement Health Care Savings Account effective on the employee's first anniversary date. The employee shall contribute 2% of their monthly gross earnings in the account and the Employer shall contribute 2% of the employee's monthly gross in the same account. Contributions shall be made on a monthly basis by both the employee and the Employer.

Section 2.

Base Unit

The Employer shall provide and pay the entire premium for a dental program covering all eligible employees participating in said plan.

Section 3.

The Employer shall provide and pay the entire premium for group life insurance in the amount of \$50,000.00 for all Employees.

ARTICLE XIII  
JURY DUTY

Section 1.

When a regular employee has been called upon for jury duty, (or other services compelled by law) by the Municipal, State or Federal Courts and has been absent from work because of such jury service, they shall be paid their regular salary by the Employer with the understanding that at the completion of their jury duty they shall remit their jury duty checks to the Employer. The Employer shall be entitled to the jury duty check, less the amount included for traveling expenses, which shall be returned to the employee.

ARTICLE XIV  
DURATION OF AGREEMENT

Except as provided otherwise (see Section 1 below), this Agreement shall continue in full force and effect until December 31, 2021. Either one of the parties shall be required to submit a written notice at least sixty (60) days prior to the termination date of this Agreement for the purpose of negotiating a new agreement. If a settlement on a new agreement is not reached with the sixty (60) day period prior to termination, the present agreement shall remain in effect until a new agreement is reached.

Section 1.

In the event of annexation or consolidation of the Township to either the City of Gilbert or the City of Eveleth, the Union may request and the parties mutually agree to re-open the contract to address any and all pertinent issues. Further, all employees covered by this agreement shall retain full seniority with the new employer, they shall have the right of work site preference, (remaining at the Fayal garage if open) and they shall suffer no loss of wages if they are higher than the new employer's in comparable positions or they shall be adjusted to be equal to the wages of the new employer in a comparable position.

ARTICLE XV  
SALARY SCHEDULE

Section 1.

The base salary for all employees shall be in accordance with the following schedule:

Effective	January 1, 2019	January 1, 2020	January 1, 2021
Working Foreman *	\$26.65	\$27.25	\$27.85
Senior Waste Water Operator	\$26.65	\$27.25	\$27.85
Equipment Operator/Collection System Operator *	\$26.05	\$26.65	\$27.25
Equipment Operator*	\$25.45	\$26.05	\$26.65
Collection System Operator#	\$25.45	\$26.05	\$26.65
PUC Coordinator/ Billing Clerk	\$22.30	\$22.90	\$23.50

\*Hourly rate determined by dividing monthly rate by 173.33

\*\*Monthly rates calculated with a 40-hour workweek

# Collection System Operator and Billing Clerk monthly salary calculated on 32-hour work week [32 hours per week x 52 weeks = 1664 hours per year divided by 12 = 138.67 hours per month]

Any new employee hired after 4/1/95 shall receive 80% of the hourly/monthly rate of the position they are hired for during their probationary period.

An employee assigned as Temporary Foreman shall be compensated at the Working Foreman hourly rate for all such hours assigned.

Section 2.

Each Employee shall have an annual allowance provided by the Employer of \$150.00. Said allowance shall be used for the purchase of work clothing, foot wear and other related equipment. Reimbursement upon receipt up to the allotted amount will be the procedure for payment of the item purchased. The uniform allowance will be provided during the same term as the labor agreement, January 1 - December 31.

Section 3.

The parties agree to adhere to the drug and alcohol testing policy as amended by negotiations and adopted by the Fayal Township Board, August 1998.

Section 4.

The Employer agrees to establish a 125 Flex Plan no later than January 1, 2008.

ARTICLE XVI  
EFFECTUATION

Adoption of the foregoing agreement was moved by Supervisor Branville seconded by Supervisor Sather. It was adopted on the 18<sup>th</sup> day of December, 2018 by the following vote:

Ayes: A. Tammaro, L. Branville, R. Sather, P. Ziegler

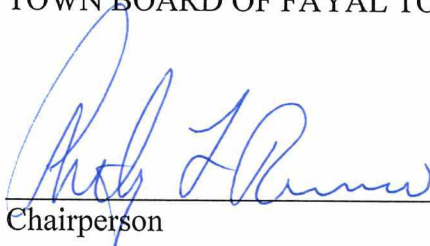
Nays: None

Abstain: None

Absent: D. Ochis

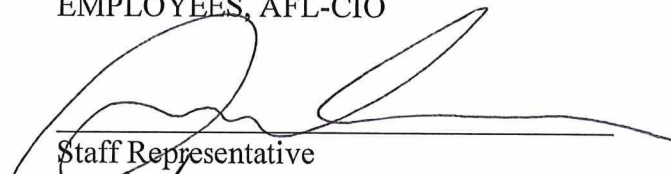
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals:

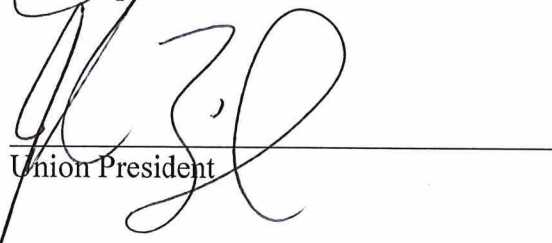
TOWN BOARD OF FAYAL TOWNSHIP

  
Chairperson

  
Clerk

LOCAL 484, AMERICAN FEDERATION  
OF STATE, COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO

  
Staff Representative

  
Union President