Agreement by and Between

Teamsters Local Union No. 205

Representing

Brentwood Borough Public Works

and

The Borough of Brentwood

January 1, 2014 through December 31, 2017

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AGREEMENT

Made and entered into this 1st day of **January 2014** by and between Brentwood Borough, hereinafter referred to as the "Employer" and Service Personnel and Employees of the Dairy Industry, Teamsters Local Union 205, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE NO. 1 - RECOGNITION

All full-time and regular part-time blue collar, non-professionals employees including but not limited to laborers, drivers, foreman, and janitors. And excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act Case No. PERA-R-03-319-W.

ARTICLE NO. 2 - MAINTENANCE OF MEMBERSHIP

A. All employees who are members of the Union as of the date of this Agreement, and all employees, who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such person to maintain his membership in good standing as required herein, shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

B. Employees who are or who may become members of the Union may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

C. The Employer agrees to deduct and transmit to the Union in the same manner as the dues deduction from all employees who do not join the Union a "fair share" fee in conformance with the provision of Act 84 of 1988. The "fair share" fee shall be an amount equal to the regular Union membership dues less the cost during the previous fiscal year of the Union's activities or undertakings which did not reasonably relate to the implementation or effectuation of the duties of the employee organization as its exclusive representative as defined under the Act. The "fair share" fee shall in no case be greater than 80% of the Union dues.

D. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, or other forms of liability arising out of deductions of money for Union dues and/or "fair share" fees under this Article, or arising from any action or inaction taken by the Employer pursuant to the Maintenance of Membership provisions of this Agreement.

ARTICLE NO. 3 - DUES CHECK-OFF

A. The Employer agrees to deduct monthly Union Dues and/or uniform assessment of the

Local Union from the first pay each month of any employee from whom written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which deduction is made.

B. A dues check-off authorization is to be voluntary but once given, it may not be revoked until fifteen (15) days prior to the expiration of the Agreement.

C. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Union Dues under this Article.

ARTICLE NO. 4- DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE NO. 5 - JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION	HOURLY RATE			
	4.0% 1/1/14	3.0% 1/1/15	3.0% 1/1/16	3.0% 1/1/17
General Maintenance	$24.49	$25.22	$25.98	$26.76
Probationary Employees	$15.00	$15.00	$15.00	$15.00

Shift differential will be negotiated with the Union, should the Borough initiate any shift other than the current daylight shift.

Upon completion of their probationary period of six (6) months, they shall receive the contractual rate of pay for the job classification as listed below.

Newly hired General Maintenance rates are paid according to the following ratio schedule:

Step A (2nd Six-Months)	=	65% of General Maintenance salary
Step B (2nd year)	=	75% of General Maintenance salary
Step C (3rd Year)	=	90% of General Maintenance salary
Step D (4th Year)	=	Full Scale

Should the Employer require the Employee to have a CDL License or Trailer License, the Employer agrees to pay for the cost of the CDL License or the Trailer License for any employee, provided that once the license is obtained, the employee cannot allow the license to expire and must have it renewed. If they allow the license to expire, they will be required to pay the Employer back for the license fees.

CUSTODIAL

The previous position of Custodian is being eliminated from this Collective Bargaining Agreement. Management and the Union are in full agreement that the duties of this position will continue to be fulfilled by a General Maintenance employee, however, it is further agreed that these duties are not exclusive to the Collective Bargaining Agreement. Management and Union are in full agreement that upon Norman Schmidt's retirement, should Brentwood Borough decide to contract the duties of Custodian, it would be the discretion of Management.

ARTICLE NO. 6 - LONGEVITY

In addition to the employee's regular hourly wages and except for those employees hired on or after January 1, 2009, an employee will receive longevity payment according to the following scale:

Years of Service	Hourly Rate
Five (5) to ten (10) years	$.45 per hour
Eleven (11) to fifteen (15) years	$.50 per hour
Sixteen (16) to twenty (20) years	$.55 per hour
Twenty-one (21) to twenty-four (24) years	$.60 per hour
Twenty-five (25) years +	$.65 per hour

Employees hired on January 1, 2009, or thereafter shall not be entitled to longevity pay

ARTICLE NO. 7 - WORK WEEK AND HOUR REGULATION

A. The regular workweek for all employees covered by this Agreement shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. A regular workday shall consist of eight (8) consecutive hours of work, exclusive of a one-half hour lunch period. A split shift shall not be permitted at any time. For all members of the bargaining unit, the starting time will be 7:00 A.M. The starting time cannot be changed unless both the Borough and the Union agree, absent an emergency situation. Employees shall report for work at 7:00 AM dressed and ready for work. Breaks shall be limited to fifteen (15) minutes.

B. **Overtime**

Time and one-half will be paid for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week. Time and one-half will be paid for all work on the sixth consecutive workday for an employee. Time and one-half will be paid for all work on the seventh consecutive day for an employee. There will be no pyramiding of overtime payments under this Agreement.

Employee may trade overtime hours worked for compensatory time off at the Employees discretion and management approval, which shall not be unreasonably denied. Compensatory Time shall be calculated at the overtime rate of pay for eight (8) hours worked, the employee shall receive twelve (12) hours of Compensatory Time. Employees may accumulate up to twenty-four (24) hours Compensatory Time which may not be carried over each year. All unused compensatory time will be reimbursed to the employee in the first pay period following December 1.

Once an employee reaches his maximum accrual of twenty-four (24) hours of compensatory time or after December 1st of any given year, he/she shall no longer be able to accrue compensatory time but rather shall be paid 1 ½ times for all overtime hours worked. Compensatory Time shall only be used in four (4) hour increments. All employees who have accrued compensatory time must use such time within 60-days of making the request of the Borough if the use of compensatory time does not unduly disrupt the operations of the Borough Department of Public Works; otherwise, such compensatory time shall be used at the first reasonable opportunity that the use of compensatory time does not unduly disrupt the operations of the Department of Public Works. Only one (1) employee shall be permitted to use Compensatory Time Off from December 1 to March 31 of any given year, exceptions may be granted by management. In addition, NO Compensatory Time shall be permitted to be accrued during the month of December of any given year.

An employee must work over four (4) hours of overtime in any eight (8) hour day in order to receive ten ($10.00) reimbursements without being required to provide a receipt. If the employee exceeds ten ($10.00) and wishes to be reimbursed, up to fifteen ($15.00) dollars of meals purchased during said overtime, then each employee will be required to provide receipts for said purchase of same in order to receive reimbursement.

Scheduled Overtime authorization: Overtime must be approved in advance by the Supervisor and the employee must be given at least 4 hours advanced notice except when emergency circumstances require overtime (example: water line break.) Supervisory personnel will ensure that the written authorization agrees with the overtime hours recorded on the timesheet. Scheduled Overtime for the purposes of this agreement will utilize the standard "Round Robin" scheduling procedure.

Emergency Overtime is an event involving imminent danger to life or property or that arises unexpectedly calling for prompt action (less than 4 hour response). The Public Works Supervisor shall contact the Collective Bargaining Unit employee from the Emergency Overtime Schedule whose name is first in accordance with Article No. 7 Section I. Scheduled Emergency Overtime for the purposes of this agreement will utilize the standard "Round Robin" scheduling procedure.

When employees are called out and report for work exclusive of regular scheduled working hours, they shall receive a minimum of four (4) hours to be paid at the prevailing overtime rate, except that when they are called less than four (4) hours prior to the start of the regular scheduled working hours, or prior to the end of the regular scheduled working

hours, they shall be paid for the actual time worked.

C. The workweek shall start 12:01 A.M. Sunday and shall end the following Saturday at midnight.

D. Any employee who is called back to work after completing his regular day's work shall be guaranteed four (4) hours work at time and one-half, excluding regular scheduled assignments (park detail, press box, etc.).

E. Any employee who is assigned to work in a higher classification shall receive the rate of pay for such higher classification for all hours worked in said classification. However, if an employee is assigned to work in a lower classification, he shall, nevertheless, be paid his regular rate of pay.

F. No employee shall be justified or warranted without valid reason to refuse to work overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of an emergency that reasonably necessitates the doing of such overtime work. An employee shall be given a one-half hour unpaid lunch period for every four (4) hours worked after eight hours in any workday.

G. Any regular full-time employee who reports to work as scheduled shall be guaranteed at least eight (8) hours work and/or pay for such day.

H. Any employee called out to work on a Holiday shall be guaranteed a minimum of four (4) hours work at two times (2x) his regular hourly rate of pay.

I. When called out on overtime, the employee is to be paid from the time he receives the call and allowed thirty (30) minutes to report. The Employee must assure that he can report within thirty (30) minutes of the call, otherwise the Employee may reject the overtime. The thirty (30) minute time frame may be extended at the discretion of the Public Works Supervisor depending on the situation. If the employee does not answer his phone, or the Public Works Supervisor is unable to reach the employee within five (5) minutes of the initial call,–then the Public Works Supervisor shall move to the next employee on the emergency call out list. For a snow removal call out, the employee must assure that he can report within thirty (30) minutes of the call, otherwise the Employee may reject the overtime. The thirty (30) minute time frame for snow removal call out may be extended at the discretion of the Public Works Supervisor.

J. If an employee is off for any type of approved leave, vacation, Paid Time Off (PTO), etc. he/she shall be eligible for the overtime call-out, but shall be the last one called.

K. Breaks: Breaks shall be limited to two (2) fifteen (15) minutes and shall occur from 9:00 AM – 9:15 AM and 1:30 PM – 1:45 PM for each day of the regular workweek. Breaks shall occur at the job site or location of the employee when such break time occurs, except situations such as bathroom break, refreshments, phone call, etc.

ARTICLE NO. 8 - SENIORITY

A. Seniority is based on length of continuous service the employee has with the Employer. Seniority shall be accumulated during absence due to illness, layoff or permitted leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

B. In all cases of layoff, seniority shall prevail. The last person hired will be the first person laid off. In case of recall, seniority shall also prevail. The last employee laid off will be the first recalled to work. This section is subject to the Employees ability to perform the work.

C. All new employees shall be considered probationary employees for a period of six (6) months from the beginning of their employment, during which time they shall have no seniority and no rights to holiday pay, insurance benefits, or jury duty pay, but shall otherwise enjoy and be bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said six (6) month period from the date of employment at the sole discretion of the Employer. If such employee is retained beyond the six (6) month probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date of his original employment; and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment.

D. The Employer agrees to supply the Union within one week after execution of this Agreement, a listing of the names and addresses of all employees covered by this Agreement and their length of service with the Employer. Such list shall be kept up to date by notice to the Union of all employees who are listed, laid off, discharged, hired or rehired.

E. In work assignments, seniority shall prevail among qualified Employees.

F. Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns;
2. An employee is discharged for cause;
3. An employee is laid off for a period longer than thirty-six (36) consecutive months unless he is off sick due to an injury on the job; or
4. Absence due to illness for more than twenty-four (24) consecutive months.

G. The Employer shall notify the Union Steward and the Union Office of any contemplated layoffs and the cause therefore.

H. The employee on layoff status has the right to turn down a temporary job but must return when a full-time position is offered.

I. All overtime must be offered by seniority on a round robin basis from within the

classification of Employees who normally perform such work. The Borough agrees to follow this procedure without fail.

ARTICLE NO. 9 - HOLIDAYS

A. The Employer shall grant to all full-time employees the following legal holidays with full pay:

New Year's Day	Flag Day	Thanksgiving Day
Good Friday	Fourth of July	Day After Thanksgiving
Memorial Day	Labor Day	Christmas Day
Four (4) Personal Holidays	Veterans' Day	Employee's Birthday

B. Personal days may be used in half (½) day increments with prior approval from the department superintendent, which approval shall not be unreasonably denied.

C. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday within the employee's scheduled workweek.

D. All employees shall receive their full regular daily straight-time pay for no work performed on each of the above-enumerated holidays. To be eligible for holiday pay, an employee must work at a minimum of eight (8) hours on his/her last scheduled work day prior to his next scheduled eight (8) hour work day after such holiday within the employee's scheduled work week unless the employee is absent because of death in the family, occupational injury, jury duty, approved vacation or personal day. The employee must also work his next scheduled eight (8) hour workday after such holiday within the employee's scheduled workweek unless the employee is absent because of death in the family, occupational injury, jury duty, approved personal day, or approved vacation.

E. When one of the above enumerated holidays falls on an employee's scheduled day off, such employee shall, nevertheless, be paid for such holiday or receive an extra day off with pay within the next pay period.

F. If a holiday occurs within the normal scheduled workweek, such holiday, if not worked, shall be considered as hours worked for the purpose of determining weekly overtime. Holiday pay for no work performed shall be paid at the employee's straight time hourly rate.

G. Any employee who is required to work on any of the above enumerated holidays during the normal regular scheduled work week shall be paid two times (2x) his regular hourly rate of pay for all hours so worked in addition to his regular holiday pay. An employee called out to work on a holiday shall be guaranteed four (4) hours of work.

ARTICLE NO. 10- GENERAL PROVISIONS

A. The Employer agrees it will not hold any of its employees who are required to collect money on behalf of the Borough responsible for any monies that are lost as a result of a holdup or theft by other persons.

B. All Employers' trucks shall be equipped with heaters and defrosters and kept in proper working order.

C. The Employer agrees it will not assign any unit work to non-bargaining unit employees or supervisors except for instructional purposes. The Supervisor may be permitted to work with the bargaining unit members on occasions, which would not deny bargaining unit member overtime, such as short staffing during snow removal.

D. If substantial changes are made in the regular job duties or requirements of any job, either the Union or Employer may propose a revision of the wage standards for that job. Such proposal shall be handled in accordance with the grievance procedure as set forth in the Agreement.

E. Employer will provide uniforms which include; pants, t-shirts, long-sleeve shirt, short-sleeve shirt, spring jacket, winter jacket, winter boots, all safety gear, rain gear, hard hats, gloves, and replacements, provided that safety goggles, hard hats, winter boots, gloves, breathing masks and ear protectors are turned into the Employer and approved by Public Works Supervisor or Borough Manager. Uniforms are to be renewed as needed. Total cost to be paid for by the Employer. The Borough will provide each employee an annual allowance of up to two hundred seventy-five dollars ($275.00) to purchase steel-toed work boots and other approved work related items as determined per the settlement agreement of Grievance No. 13175 dated 2/21/11 which states the following:

It is understood and agreed that no further reimbursements for any other "approved work related item or clothing" will occur for any Public Works employee unless such request complies with the following conditions:

a. Public Works Employee has already purchased their steel-toed work boots for the year; and

b. Public Works Employee has completed, submitted, and had approved by the Public Works Superintendent and Borough Manager a Brentwood Borough Purchase Order for said "approved work related item or clothing", and

c. Said "approved work related item or clothing" must consist of one of the following items:

- Long Underwear
- White Cotton or Wool Socks
- Work belt/suspenders
- Winter hat
- Gloves (winter or anti-vibration)

- Tees Shirts, Hoodies, Sweat Shirts shall ONLY be lime green with reflective strips (Must meet ANSI 2 Classification), and have attached on the chest the Official Brentwood Logo.

An employee who fails to follow this process shall not be eligible to receive reimbursement regardless of the item purchased.

Each employee will be required to wear the boots and provide receipts for purchase of same in order to receive the allowance. He must also turn in his old boots.

F. No Union members shall make any verbal or written agreements or contracts that will conflict with the Articles of this Agreement.

G. The Employer agrees to payroll deductions for any employee waiting to join Teamsters Joint Council No. 40 Credit Union (Renaissance Federal Credit Union).

H. The Employer agrees to provide the proper heaters for the various shops.

I. The Employer agrees to provide all of the appropriate tools to the Employees.

J. In the event of overtime call out for snow plowing an Employee shall not work more than eight (8) consecutive driving hours, unless it's a stated emergency, without a four (4) hour break before driving again.

ARTICLE NO. 11 – VACATIONS- (EMPLOYEES HIRED PRIOR TO January 1, 2014.)

A. All regular employees covered by this Agreement shall be entitled to receive the following vacations, with pay in advance if the employee is going to be off the week of payday.

LENGTH OF SERVICE	AMOUNT OF VACATION TIME
1 year- 4 years	2 week
5 years - 9 years	3 weeks
10 years - 14 years	4 weeks
15 years +	5 weeks

B. A week's vacation shall consist of five (5) working days or forty (40) hours' pay at the employee's straight time hourly rate. Vacation period to run from January 1 to December 31.

C. Employees may use vacation days in half-day increments with prior approval of Department Superintendent, which approval shall not be unreasonably denied.

D. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the Employer and the employee

E. Layoffs or absence due to illness not exceeding one hundred twenty (120) days shall not limit or abridge the employee's right to full vacation with pay.

F. It is recognized that vacations are based on past service. Hence, when an employee has completed a year of service in accordance with his anniversary date of hire, he shall be deemed to have earned his vacation pay even though he does not take vacation nor receive vacation pay at that time. Further, if his employment is terminated prior to his anniversary date of hire, he shall also receive vacation pay prorated in accordance with the number of months he worked since the last anniversary date of his employment to the date of termination.

G. All vacations must be taken during the current year.

H. Vacation begins at 3:30 p.m. on the last regular work day until 7 a.m. the day of return.

I. Reimburse out of pocket expenses if Borough changes pre-approved vacation. The Employee is to provide documentation of expenses to the Employer.

J. During the time of January 1 through March 31 and December 1 through December 31 of any given year, only one employee shall be permitted to be off on vacation at one time. Exceptions may be granted by the employer.

K. While on vacation, the employee shall be eligible for overtime callouts but shall be the last one called, despite his position on the overtime seniority list.

ARTICLE NO. 11A – VACATIONS AND PAID TIME OFF
(EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2014.)

A. The Paid Time Off Policy provides regular, full-time employees with an entitlement of days away from work with pay. Paid Time Off (PTO) days may be used for vacation, personal time, illness or time off to care for dependents. PTO is earned on an employment year basis and is earned on the first day of each month following your date of employment.

B. Paid Time Off is based on the following schedule:

Employees hired on January 1, 2014, or thereafter shall have the following PTO schedule:

LENGTH OF SERVICE	AMOUNT OF PTO TIME
0 year- 5 years	15 days (1.25 days per month)
5 years - 10 years	20 days (1.67 days per month)
10 years - 15 years	25 days (2.08 days per month)
15 years +	30 days (2.5 days per month)

PTO pay consists of the employee's regular wages, excluding overtime and other special forms of compensation.

C. PTO is accrued at the end of the biweekly pay period and is available to use on the first workday of the next biweekly pay period.

D. PTO accrued in the first and last biweekly pay period, the amount of PTO accrued is prorated based on the number of hours in pay status in that pay period.

E. Part-Time employees accrue a prorated amount of PTO according to their standard hours.

F. Employees cannot "borrow" future accruals of PTO.

G. The maximum usage of PTO in the 26 consecutive biweekly pay periods beginning with the pay period in which January 1st falls and continuing through the last full pay period in December is equal to 280 hours.

H. The following leaves do not count toward this annual PTO usage limit:

a. PTO taken as part of a FMLA leave of absence (See the FMLA policy).
b. PTO taken to cover an extended medical absence.

I. PTO accruals must be taken and recorded in exact number of hours. If the employee does not have sufficient PTO accumulated to cover an absence, the balance of the day is absent without pay. (Partial pay for a day is permitted under the FLSA).

J. PTO must be scheduled in advance and approved by the Department Superintendent, except in cases of illness or emergency. The employee must notify the supervisor as soon as possible as to the reason for the PTO and expected time of return.

K. PTO can be taken in one (1) hour increments with prior approval of Department Superintendent, which approval shall not be unreasonably denied.

L. If two or more employees request time off for the same time period, and the department's staffing needs do not allow both employees to be off, the person with unit seniority is generally given preference. However, if a supervisor has previously given permission to a less senior employee for the same time period, that employee's request is honored.

M. The PTO Policy does not cover scheduled Borough Holidays, Floating Holidays, Time of for jury duty or bereavement leave.

N. Once PTO days are scheduled and approved, they may not be changed except by mutual agreement between the Employer and the employee

O. Layoffs or absence due to illness not exceeding one hundred twenty (120) days shall not limit or abridge the employee's right to full vacation with pay.

P. It is recognized that vacations/PTO are based on past service. Hence, when an employee has completed a year of service in accordance with his anniversary date of hire, he shall be deemed to have earned his vacation/PTO pay even though he does not take vacation nor receive vacation pay at that time. Further, if his employment is terminated prior to his

anniversary date of hire, he shall also receive vacation/PTO pay prorated in accordance with the number of months he worked since the last anniversary date of his employment to the date of termination.

Q. If an employee takes three (3) or more consecutive unscheduled PTO days, then upon his return he must provide a doctor's excuse.

R. Scheduled PTO begins at 3:30 p.m. on the last regular work day until 7 a.m. the day of return.

S. Reimburse out of pocket expenses if Borough changes pre-approved vacation/PTO. The Employee is to provide documentation of expenses to the Employer.

T. During the time of January 1 through March 31 and December 1 through December 31 and July 1st, of any given year, only one employee shall be permitted to be off on scheduled PTO at one time. Exceptions may be granted by the Public Works Supervisor or in his absence the Borough Manager.

U. While on vacation/PTO, the employee shall be eligible for overtime callouts but shall be the last one called, despite his position on the overtime seniority list.

V. Beginning January 2nd of any year, Vacation/PTO scheduling shall be determined based on seniority "Round Robin" process. Vacation/PTO may be scheduled in 10 day increments (either consecutive or separate). Each employee shall have three (3) days to schedule their vacation/PTO from the time their turn.

W. In addition to the restrictions stated in above, at no time shall more than three (3) employees be scheduled for the same day off at any given time. Exceptions may be granted by the Public Works Supervisor or in his absence the Borough Manager.

X. Employees may use time from their sick leave account to cover personal or family illness or Worker's Compensation or Short or Long Term Disability supplemental pay. Supervisors may require confirmation of illness or injury through a licensed physician's statement. Person qualifying as family include the following:

1. A spouse as defined by Pennsylvania law;
2. An unmarried child at home;
3. Relatives of the employee or spouse who are living with the employee;
4. Parents, children, grandparents, grandchildren, brothers, sisters, and relatives of the spouse who are solely dependent on the employee for emergency care.

Y. Up to ten (10) PTO accrued and unused at the end of the last day of November in any given year can be requested to be paid at the employee's current hourly rate of pay.

Z. PTO accrued and unused at the end of the last day of employment is paid at 100 percent.

Probationary employees shall not be eligible to sell back any accrued and unused PTO hours.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

A. General Statement: All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes or cessation of work by the employees or lockouts by the Employer during the term of this Agreement.

B. Grievance Procedure: Should there be any disputes or differences between the Employer and the Union or between the Employer and any of its employees, such grievance shall be reduced to writing within five working days from the date of the alleged occurrence and submitted to the other party. The following procedure shall then be used to adjust same:

Step One:
The Union Steward and the grievance shall take up the complaint or grievance with the employee's immediate supervisor or the Director of that Department. Such effort shall be made within five (5) working days from the date the grievance is first presented.

Step Two:
In the event no agreement is reached at the First Step, it shall be reduced to writing on a form agreed to by the parties. The Union's full time officer or Business Agent shall submit the written grievance to the Borough Manager within five (5) working days after Step One response is received. The Union's full time officer or Business Agent and the Borough Manager or designee shall meet and attempt to settle the grievance. The parties so designated shall meet and attempt to adjust the grievance within five (5) days from the date the grievance is presented to them. The Borough Manager or designee shall respond to the grievance in writing within five (5) working days of said meeting.

Step Three:
In the event no agreement is reached at the Second Step within the said five (5) working days, the Union's full time officer or Business Agent shall submit the written grievance to the Borough Council within ten (10) days after Step Two response is received. The Borough Council or its designee shall meet and attempt to settle the grievance. The parties so designated shall meet and attempt to adjust the grievance within ten (10) days from the date the grievance is presented to them.

Step Four:
In the event no agreement is reached at Step Three, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within five (5) working days after the decision in Step Three. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after the notice

of appeal to arbitration. Prior to arbitration, the parties may agree to State Mediation.

If the parties are unable to mutually agree upon an impartial arbitrator within five (5) working days, then the Employer and the Union shall request the Penna. Bureau of Mediation to submit a panel of seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Employer and the Union shall alternate in striking the first name from such lists during the term of this Agreement.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify the terms of this Agreement.

The expense of the impartial arbitrator selected, the hearing room, and of the transcript of the testimony if parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union. The fees paid to the arbitrator shall be based on the schedule established by the Penna. Bureau of Mediation.

ARTICLE NO. 13 - SUSPENSIONS AND DISCHARGE

A. The Employer retains the right to suspend and discharge any employee for just cause. In all cases involving discharge or suspension of an employee, the Employer must notify the employee in writing of his discharge or suspension and the reason therefore. Such notice shall also be given to the Shop Steward and a copy mailed to the Union Office within forty-eight (48) hours from the time of the discharge or suspension.

B. A discharged or suspended employee who believes he was not suspended or discharged for just cause must notify the Employer in writing within five (5) working days after receiving notification or such action against him of his desire to appeal the discharge or suspension. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step Two.

ARTICLE NO. 14 - JOB STEWARDS

A. The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of the job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

   The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

   a. Have been reduced to writing; or

b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

B. Job stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

C. The Employer recognizes these limitations upon the authority of the job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop stewards or their alternates have taken unauthorized strike action, slowdowns, or work stoppage in violation of this Agreement.

D. Stewards shall be permitted to investigate, present, and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily or weekly overtime. Stewards shall be allowed up to one (1) hour during a workday to handle each grievance.

ARTICLE NO. 15 - BEREAVEMENT PAY

A. In cases of death in the immediate family (husband or wife) three (3) days with pay, if necessary, will be granted to employees at straight time rate. Employees to receive three (3) days off with pay in the event of death of children, parents, brothers, sisters, grandmother, grandfather, current mother-in-law, current father-in-law, foster parents and foster children.

B. In the event of death of an employee's current brother-in-law, current sister-in-law, aunt, uncle, first cousin, niece or nephew, an employee will be granted one (1) day off with pay for his absence on the day of the funeral if such is the employee's regular scheduled work day.

C. The intent of the parties is to permit employee's time off in event of bereavement without loss of regular pay. The Employer may require proof of death and relationship to the Employee.

ARTICLE NO. 16 - HEALTH AND WELFARE PROGRAM

A. Hospitalization and Medical Benefits: Brentwood Borough shall provide hospitalization and medical insurance coverage for all of its regular, full-time employees and their dependents. Full-time employees shall be defined as employees scheduled to work more than 30 hours per week or as defined in the Federal Affordable Care Act.

The healthcare coverage as of the signing of this Agreement will be a high deductible

Plan. Each Bargaining Unit Member shall have a reimbursement account administered through an independent third party which shall provide up to Five Thousand dollars ($5,000) per year for other than single coverage and Two-Thousand Five Hundred dollars ($2,500) for single coverage's. This account/debit card shall ONLY be used to cover those eligible expenses that are associated with the Plan Deductible. It is the employee's responsibility to understand what is and is not an eligible expense for which the account/debit card can be used.

Each January 1, up to one-half of the allowable annual deductibles will be reinstated and the reimbursement accounts will be restored to the Two Thousand Five Hundred dollars ($2,500) per year for other than single coverage and One Two Hundred and Fifty dollars ($1,250) for single coverage's. The employee shall monitor their account balance. If the employee needs the remaining about be transferred onto their account/debit card, they shall contact the Employer who will then process the needed fund into the Employees Reimbursement Account up to the Employee's Deductible. (e.g. up to $5,000 for a Family Plan).

Employees will be reimbursed the difference for any out-of-pocket Prescription Drug Co-pays, that may occur once the Plan Deductible is met, that are over ten ($10) dollars.

Effective January 1, 2014, and each year thereafter, employees shall be responsible for payment of five (5%) percent of the monthly premium cost for health insurance coverage up to one (1%) percent of the employee's base salary. All contributions towards healthcare shall be deducted on a pretax basis. (Cafeteria Plan).

The parties recognize the costs associated with health insurance coverage, and also that insurance companies from time to time change the benefits offered within particular insurance plans or products. In order to allow the Employer the flexibility it needs to provide adequate health, dental and vision insurance coverage to the employees, the Employer shall have the continuing right to shop for comparable coverage to achieve cost savings and to suggest such alternate coverage to the employees. In the event the Employer chooses to switch to an alternate plan, it shall not have a unilateral right to do so, but shall first present the new plan to the employees. If the employees do not agree that the new coverage is comparable to the old coverage the parties shall have the right to submit the matter directly to grievance arbitration. The sole issue in that arbitration proceeding shall be whether the new plan is reasonably comparable overall in both costs and benefits to the old plan. The decision of the arbitrator in that event shall be binding on the parties, and shall be issues within 45-days of the filing of the grievance. If the determination is that the new coverage is reasonably comparable, the Employer shall have the right to switch. This provision shall apply to the health insurance plan, and also to the vision and dental insurance plans. The Bargaining Unit Members shall also have the right to suggest less expensive, alternate coverage to the Employer, and in fact the Members are encouraged to do so.

Brentwood shall also provide and pay for Dental and Vision Coverage for all bargaining unit members. Said coverage shall be the Employer Teamsters Local 205 Health and

Welfare Program. The Borough has the right to switch Dental and Vision Coverage's as long as said coverage is equal to or better than their current coverage.

B. Life Insurance: Employees shall be covered by the following Life Insurance Program at the sole cost of the Employer:

Life Insurance during employment	$ 50,000.00
Accidental Death/Dismemberment Insurance	$100,000.00
Group Life Insurance coverage at retirement	$ 10,000.00

C. The Borough shall in case of layoff continue to provide Health Insurance Coverage for the employee and his dependents, the total cost of which is to be paid for by the Borough, for a maximum of six (6) months from the date of said layoff unless the employee is able to receive cost free coverage from another source within the said six (6) month time period.

D. Health Insurance Waiver Option:

Eligible Employees may option to waive health insurance (including Dental and Vision) coverage as provided by the Borough of Brentwood. In the event an employee options to waive such coverage for a calendar year, the employee shall be paid a sum of fifty 50% of their respective healthcare premium, or pro-rated portion there-of should the employee need to get back on the Borough provided health insurance plan. Said payment will be made in two (2) installments payable on June 1st and December 1st of each calendar year the employee does not accept the Borough provided health insurance plan.

Any employee waiving the coverage under this article may re-enter the health insurance program in the event a non-medical reason for participating in the Brentwood plan has changed, such as the employee's insurance protection having been lost or modified due to his spouse's death, layoff, discharge, retirement or change in spouses coverage.

This benefit will be reported as taxable income and provided to employees based on the following criteria:

1. Incentive benefit for healthcare benefits will be paid bi-annually on June 1st and December 1st of each calendar year in which the employee participates in said plan.
2. Enrollment of the Buy-Back benefit may be requested on a quarterly basis by submitting proof of coverage in another health insurance plan.
3. An employee must be a full-time employee to participate in this benefit.
4. During a leave of absence without pay, an employee is not eligible to receive the healthcare buy-back benefit.

When an employee is terminated or in an unpaid leave status, the healthcare buy-back benefit shall cease and any amount due will be paid on a pro-rated basis for the months in

which the employee had waived the Brentwood Healthcare plan benefit.

ARTICLE NO. 17 - DISABILITY BENEFITS

Long Term Disability

The Borough shall continue to provide Non-occupational Short and Long Term Disability Coverage as in effect and will provide the employees with a copy of the current plan for a maximum period of fifty-two (52) weeks for the term of this agreement.

Short and Long Term Disability benefits shall begin only after an employee has exhausted his current and accumulated, "Sick Days", "Sick Bank," "Vacation Days", or "PTO Hours", benefits as provided for in this Agreement. It is understood and agreed that an employee cannot receive both "Sick Days", "Sick Bank", "Vacation Days", or "PTO" benefit pay from the Employer and the pro rate share of the wage continuation benefit paid for by the Employer under the STD or LTD insurance policy for the same periods of time. During such overlapping periods, the Employer shall deduct from the employee's pay an amount equal to the pro rata share of the benefit, which he/she is entitled to receive under the aforesaid insurance policy.

Short Term Disability benefits shall commence for an employee who is injured off the job or suffers an extended illness after a thirty (30) calendar day waiting period. The benefit is equivalent to two-thirds (2/3) of their base pay.

Long Term Disability benefits shall commence for an employee who is injured off the job or suffers an extended illness after a ninety (90) calendar day waiting period. The benefit is equivalent to two-thirds (2/3) of their base pay.

An employee shall be eligible for short and long term disability benefits only if such employee has been a regular full-time employee for one (1) or more years and becomes totally disabled as a result of sickness or accident so as to be prevented from performing the duties of their employment and a licensed physician certified such total disability. Benefits will not be payable for any period during which an employee is not under the care of a licensed physician.

To be eligible for such STD or LTD benefits, the employee must give written notice to the Employer of his claim no later than twenty-one (21) days after the disability commences.

ARTICLE NO. 18 - PENSION

The Employee shall be entitled to participate in the Brentwood Borough NON-POLICE (GENERAL) EMPLOYEE S PENSION AND BENEFIT PLAN. The Employee shall contribute to the Pension Fund that amount stipulated In the Summary Plan Description, as amended from time to time. Monthly pension benefits shall be calculated pursuant to the Summary Plan Description. Overtime pay is to be included for contribution to Pension. The Employee shall be entitled to an early retirement pension at fifty-five (55) years of age with twenty-five (25)

years or service and a full pension. Each Employee has the option to contribute to the Public Employees 457 Deferred Compensation Program sponsored by the AIG Valic or the approved Plan in effect with the Borough of Brentwood. Employer shall recommend one person selected by Employees as a member of the Non-Police Pension Plan Board of Trustees * Code of Ordinances of the Borough of Brentwood Chapter I, Part 6B, Sections 321-339.

ARTICLE NO. 19 - SICK LEAVE – [EMPLOYEES HIRED PRIOR TO January 1, 2014.]

A. All employees hired prior to January 1, 2014, shall, as of January 1 of each year receive twelve (12) sick leave days per year accumulative up to ninety (90) days. Any employee absent one, two or three days will not need a doctor's certificate in order to be paid. However, any employee off work four (4) days or more must supply the Public Works Director with a doctor's certificate in order to be paid for all lost time.

   The Employer agrees to "buy back" unused sick leave, not to exceed ninety (90) days accumulated ONLY at retirement or in the case of death to the employee's listed

   1. Up to 30-days at the employee's current hourly rate of pay.
   2. 31-90-days at 50% of the employee's current hourly rate of pay.

   Days accumulated beyond ninety (90) days shall not be bought back.

B. The Borough agrees to pay, by separate check, for all buy-back of sick days.

C. Sick Leave can be used in one (1) hour increments.

D. Sick Days are only to be used when the employee is sick and unable to report for work. An exception is for Doctor Appointments when provided with an excuse.

E. Paid Sick Leave shall accrue at the rate of one (1) day per month, but shall not be granted until after the employee completes the probationary period. No paid sick leave in excess of the amount accrued will be granted. An employee shall not accrue or accumulate more than 90 paid sick leave days as of January 1 of any calendar year.

F. Employees hired on January 1, 2014, or thereafter shall not be eligible for Sick Leave and shall fall under the criteria for Paid Time Off (PTO) as outlined in Article 11A.

G. It is understood that paid sick leave is an important benefit available for use in those circumstances outlined in this Article. Any abuse, improper or excessive use will result in disciplinary action.

ARTICLE NO. 20 - NON-DISCRIMINATION

A. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation and other terms and conditions of employment because of such

individual's race, color, religion, sex, national origin or age (between the years of 40 and 70) nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70).

B. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE NO. 21 - MANAGEMENT RIGHTS

All rights, responsibilities, and authority to manage and direct the activities of employees in the performance of their employment, are reserved to the employer except as otherwise clearly specifically and expressly provided in this agreement or in applicable Federal and State Statutes and Regulations.

ARTICLE NO. 22 - SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement during the term of this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other corporation, partnership, person or non-unit employees, without consent of the Union, unless otherwise provided in this Agreement or unless such work has been subcontracted by the Employer in the past and then in such event it is agreed that no bargaining unit employee shall be laid off as a result of such contracting.

The Borough will develop a list of citizens requesting community service work and any social service or community service agencies (Boy Scouts of America, students, faith based agencies, community organizations, etc.) requesting to do community service shall work from such list. The Borough shall negotiate with the Union on a case-by-case basis any other subcontracting of bargaining unit work, especially for specialized skills or equipment.

ARTICLE NO. 23 - JURY DUTY

A. Any employee who has been called for jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for jury duty. If an employee serves on jury for five days, Monday through Friday and is required to work the Saturday or Sunday of such week, he shall receive the overtime rate. An employee excused from jury duty shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service of a jury duty notice or summons and the amount of pay received for such service.

B. When an employee receives notice that he is to report for jury duty, he shall notify his supervisor immediately.

C. An employee on jury duty shall be considered the same as being at work.

D. The Employer reserves the right to request the Court to release and relieve any employee from jury duty.

ARTICLE NO. 24 - SEPARABILITY AND SAVINGS CLAUSE

A. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine term as used herein shall include the feminine and vice versa.

B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision on this contract to the contrary.

C. If any party of the aforesaid Agreement between the parties cannot be put into effect because of applicable legislation, Executive Order or Regulations dealing with Wage and Price Stabilization, then such provisions or any part thereof, including retroactive requirements thereof shall become effective at such time, in such amounts and for such periods, retroactively and prospectively as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE NO. 25 - SAFETY

Members of the Public Works Committee of Brentwood Borough Council will meet with the Employees when requested, in writing, to conduct Employee's safety meetings. Additionally, the Borough of Brentwood agrees to purchase and maintain appropriate safety equipment to be used in the safe completion of assigned jobs.

1. It is mandatory that safety vests or bright clothing are to be worn while working on the roadways or near traffic of any kind.

2. OSHA approved Hard Hats are required for the following jobs:
    a. Building Construction Sites
    b. Excavation Sites
    c. Areas on or adjacent to Roads or Highways where Construction or

maintenance activity is being performed.

d. Sign Installation
e. Where danger from electrical hazards exist
f. Where there is risk of overhead or side impact from objects
g. Tree/brush cutting &/or trimming
h. Near equipment, vehicles, machinery.
i. Areas where there is a possibility of falling objects

3. Hard hats must be maintained and worn in accordance with the manufacturer's recommendations.

4. Exceptions – Hard Hats need not be worn when the hazard created by wearing them offsets the benefits of protection created by their use. Determinations under such circumstances will be left up to the Supervisor's discretion and NOT the involved employee(s).

5. Safety is a priority. Employees shall use appropriate caution in their daily routine

6. Proper work attire is as follows: steel toe work boots, long pants, shirts at all times, work gloves, safety equipment as needed, e.g. goggles, hard hats, face masks, ear protection and safety belts when in manholes, etc.

7. Any work-related accident or injury must be reported immediately to the Superintendent or person in charge. You must complete an Injury report and, if requested by Borough officials, you must see one of their medical providers.

ARTICLE NO. 26-- PROTECTION OF RIGHTS

A. Picket Lines: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business.

B. Struck Goods: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action of any employee who refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE NO. 27 - LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE NO. 28 - TERMINATION PAY

When the employment of any employee is terminated and money due such employee for wages and/or vacations shall be paid on the first regular pay date after such termination.

ARTICLE NO. 29- DRUG AND ALCOHOL POLICY

A. Individuals who appear unfit for work may be subject to immediate fitness-for-duty examination at the Employers designated medical facility. Such fitness-for-duty examination shall be administered only after the Public Works Superintendent, Police Officer-in-Charge, or Borough Manager agrees the individual appears unfit for work.

B. Employees are encouraged to request assistance through the Employer's Medical Insurance Coverage Program. Medical benefits will be provided as specified in Employer's Plan.

C. The Employer will secure drug testing for all new job applicants.

D. The use of alcohol or drugs during working hours, or reporting to work under the influence of alcohol or drugs, will not be tolerated. In addition, the abuse of alcohol or drugs at any time on duty could jeopardize employment with the Borough.

E. Any employee involved in a work related accident involving injury or property damage, whether or not the employee is at fault, shall submit to a drug and alcohol test within four (4) hours of the accident.

ARTICLE NO. 30 - POLICIES

All previous Borough policies remain the same unless they are specifically addressed herein. The policies set forth herein are meant as guidelines to promote an efficient and safe working environment.

1. If you are unable to report for work, you may give notice no later than 6:30 a.m. on that day, you may call the Borough offices, leaving a message at the Public Works extension, or the Public Works Superintendent at home or at his pager number. Failure to report to the Public Works Superintendent or call off work will result in disciplinary action, whichever is warranted in the decision of council. Chronic tardiness will not be tolerated. Each Employee shall check in with the Superintendent or the person in charge each workday.

2. Any fighting during working hours may result in disciplinary action.

3. Employees are to be courteous to residents at all times. Employer will not tolerate any abusive language or behavior by Employees regardless of the circumstances.

4. Operators (Borough Employees) are to complete an Inspection of their vehicles

every morning prior to leaving the Borough Building and every day upon their return. This also applies to use of any of the Borough's equipment.

5. Operators are to complete specified paperwork at the end of each day - with signature.

6. The Sexual Harassment Policy shall be per the latest edition of the Brentwood Borough Personnel Policies and Procedures Manual as may be amended from time to time.

7. The Borough reserves the right to formulate and install a time keeping device which the employees will be required to utilize on a daily basis.

ARTICLE NO. 31 - EFFECTIVE DATES

This Agreement shall go into effect this 1st day of January 2014, and shall continue in force and effect until December 31, 2017. It is further agreed that on the request of either party hereto, the parties will meet at such time or times after July 1, 2017, for purpose of negotiating a new agreement to be effective January 1, 2018. The purpose of such early meeting is in order to enable the parties to comply with the provisions of the Public Employee Law of the Commonwealth of Pennsylvania.

FOR THE EMPLOYER:

WITNESS:

GEORGE ZBOYOVSKY,
BOROUGH MANAGER

BRENTWOOD BOROUGH:

CHARLIE JOHNSON,
PRESIDENT BOROUGH COUNCIL

FOR THE UNION:

WITNESS:

EDWARD A. BOEHM
BUSINESS AGENT

TEAMSTERS LOCAL UNION NO. 205:

CARL A. BAILEY
SECRETARY-TREASURER