



**JULY 1, 2018
to
DECEMBER 31, 2021**

Prepared by George Zboyovsky, PE
Brentwood Borough
Adopted 8/27/2018

**AGREEMENT BY AND BETWEEN
TEAMSTERS LOCAL UNION NO. 205
REPRESENTING
BRENTWOOD BOROUGH
METER ATTENDANTS & SCHOOL CROSSING GUARDS
AND
THE BOROUGH OF BRENTWOOD
JULY 1, 2018
to
DECEMBER 31, 2021**

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AGREEMENT

MADE AND ENTERED into as of this 27th day of August 2018, by and between the BOROUGH OF BRENTWOOD, hereinafter referred to as the "Borough" or the "Employer" and the SERVICE PERSONNEL AND EMPLOYEES OF THE DAIRY INDUSTRY, TEAMSTERS LOCAL UNION NO. 205 of White Oak, Pennsylvania, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH:

ARTICLE NO. 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of all full-time and regular part-time blue-collar nonprofessional employees including but not limited to laborers, foreman, drivers, janitors, School Crossing Guards, and Meter Attendants, excluding all management level employees, supervisors, confidential employees, and guards as defined in the Act. However, this Agreement shall apply only to School Crossing Guards and Meter Attendants.

"Regular School Crossing Guards" shall be defined as those guards who have been hired to fill a permanent position and who are not substituting for another school guard off work for any reason during the period when the Brentwood School District is in session. An exception to the schedule shall be July 4th, or the date of the Brentwood 4th of July Parade and 5K Race which requires a minimum of twelve (12) School Crossing Guards and/or Meter Attendants to staff. School Crossing Guards, from time to time, will be directed to perform park security and other duties at the discretion of the Employer.

"Substitute School Crossing Guard" shall be defined as any person hired on a temporary basis or to substitute for a regular school crossing guard off work for any reason and which are not subject to this Agreement. Substitute School Crossing Guards may, from time to time, be directed to perform park security and other duties at the discretion of the Employer.

"Meter Attendants" shall be defined as those employees hired to fill a permanent position and who are not substituting for another Meter Attendant off work for any reason. Meter Attendants may, from time to time, will be directed to perform park security and other duties at the discretion of the Employer.

ARTICLE NO. 2 - UNION SECURITY

All present employees covered by this Agreement shall as a condition of employment, become and remain members of the Union in good standing immediately after signing of this Agreement. All future employees shall be required to become and remain Union Members sixty (60) calendar days after being employed.

ARTICLE NO. 3 - DUES CHECK-OFF

A. The Employer agrees to deduct monthly Union dues and/or uniform assessments of the Local Union from the first pay each month for each Employee who provides written authorization.

B. The Employer agrees to send such dues to the Secretary-Treasurer of the Union on or before the end of the month in which the deduction is made.

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 and/or uniform assessments under this Article.

ARTICLE NO. 4 - JOB CLASSIFICATIONS AND WAGE RATES

A. The following are the job classifications of the employees covered by this Agreement and the basic hourly wage rate of compensation such employee shall be paid in their respective job classifications. It is understood, however, that no compensation or wages in this Agreement shall be construed as other than a minimum and no maximum wage shall be set for any classification or employee.

WAGES - HOURLY RATE	6.0%	3.0%	3.0%	3.0%
	1/1/18	1/1/19	1/1/20	1/1/21
School Crossing Guards	\$12.74	\$13.12	\$13.51	\$13.92
Meter Attendants	\$12.74	\$13.12	\$13.51	\$13.92
Probationary Employee	\$10.50	\$10.50	\$10.50	\$10.50

B. The Borough will supply the crossing guards/meter attendants the necessary uniforms as required at the discretion of the Chief of Police. Priority for winter clothing replacements will be given to those employees who have not received winter clothing replacement in the last five (5) years.

School Crossing Guards/Meter Attendants will be responsible for maintaining their uniforms in good repair and may be subject to inspection by the Chief of Police or his designee from time to time to determine the adequacy and condition of the uniform issued. Uniforms issued remain the property of the Borough and shall be returned upon termination of employment.

ARTICLE NO. 5 - WORK SCHEDULES

- A. This section shall not be construed as a guarantee of any minimum number of hours of work per day or per week, or a guarantee of days of work per week.
- B. No employee covered by this agreement may work more than five (5) hours in a work day unless approved in advance by the Chief of Police or his designee. Work hours will be determined by the Borough at the discretion of the Borough Manager and/or the Chief of Police or their designees.
- C. Call-offs must be made to the Police Chief, or his designee, no less than one (1) hour prior to the start of the shift. The employee may leave a message at the Chief of Police's phone extension, or the Police Clerical number. Failure to report a call off to the Chief of Police, or his designee, will result in disciplinary action. Chronic tardiness will not be tolerated. Each Employee shall check in with the Chief of Police or his designee or the person in charge at the beginning of each workday and as otherwise directed by the Chief of Police or his designee.
- D. No Crossing Guard shall be required to remain at their post more than one-half (1/2) hour past the official closing time of the last school serviced by that Crossing Guard.
- E. All employees covered by this agreement are required to be available to work the 4th of July, or the day designated by the Borough for the 4th of July Parade and 5K Race, unless granted approval by the Chief of Police or Borough Manager.
- F. In the event that school is cancelled for any reason, Crossing Guards shall not report for duty and shall not be entitled to compensation during such time of delay or cancellation. Employees covered by this Agreement are responsible for monitoring school delays and/or cancellations.

ARTICLE NO. 6 - STAFFING LEVELS

- A. There is no minimum number of employees of the Borough required for either School Crossing Guards or Meter Attendants nor are there any mandatory school crossing areas. The Borough reserves the right to assign School Crossing Guards or Meter Attendants that the Borough, in its sole discretion deems necessary. In addition, if the number of School Crossing Guards at any time is insufficient to staff established posts, the Employer may move/reassign Crossing Guards from one post to another as deemed appropriate by the Employer. The Employer may assign other municipal employees, including supervisors, to perform bargaining unit work. Supervisors will also be permitted to perform bargaining unit work for purposes of training, demonstration or in an emergency.
- B. A minimum of ten (10) Crossing Guards/Meter Attendants shall be available for assignment to work the period from Memorial Day to Labor Day each year. If the minimum number of Crossing Guards/Meter Attendants are not achieved, then the Police Chief shall assign Crossing Guards/Meter Attendants from the least senior employee until the minimum number is achieved. Failure to work a required shift may result in termination. Exceptions to this section shall be requested in writing to the Chief of Police and Borough Manager no later than April 1st of any year and will be reviewed on a case by case basis and must be approved by the Chief of Police or Borough Manager.

ARTICLE NO. 7 - MANAGEMENT RIGHTS

A. The Employer has the exclusive right and power to manage, control and conduct its business, to plan and direct the working forces, including the right to hire, promote, schedule and transfer its employees, and to make rules relating to operation of its business as it deems advisable, limited only by the provisions of this Agreement. In addition, the Employer may suspend, demote or discharge employees for just cause.

It is the intent of the parties that any rights, privileges or obligations which are not specifically granted to the Union and the employees by this Agreement or by law are retained by the Employer.

ARTICLE NO. 8 - SENIORITY

A. Seniority is based on the length of service the employee has with the Employer in this bargaining unit. 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, the employee with the least seniority shall be first laid off. When the Employer rehires any employees, employees on layoff shall be rehired in reverse order in which they were laid off.

C. All new employees shall be probationary employees for a period of ninety (90) calendar days from the beginning of their employment. During the probationary period they shall have no seniority or other fringe benefits, but they shall otherwise enjoy and be bound by all other provisions of this Agreement. A probationary employee may be summarily dismissed within said ninety (90) probationary day period from the date of employment at the sole discretion of the Employer. If such employee is retained beyond the ninety (90) day 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 (1) week after execution of this Agreement, a list containing the names and addresses of all employees covered by this Agreement and their length of service with the Employer in this bargaining unit. 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. 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 injury on the job.

F. The Employer shall notify the Union of any contemplated layoffs.

G. All jobs shall go up for bid when they become open, for seven (7) work days. The most senior qualified employee bidding is to be awarded the job. Each School Guard to bid an assigned crossing according to seniority at the beginning of each school year.

The Borough retains the right to relocate a crossing guard to a different corner should the Borough determine that such relocation is in the interest of public safety. Said reassignment shall not result in a decrease in hours worked and/or pay.

ARTICLE NO. 9 - GRIEVANCES AND STRIKES

A. General Statement:

All disputes between the parties involving the application or interpretation of this Agreement 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 (5) 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 grievant shall take up the complaint or grievance with the employee's immediate supervisor or the Chief of Police or his designee. This step must occur within five (5) working days from the date the grievant knew or should have known of the facts giving rise to the grievance. If the complaint or grievance is not resolved after five (5) working days, the grievant may proceed to Step Two by notifying the Employer in writing.

Step Two: In the event no resolution is reached at the First Step within the said five (5) working days, the Union, a full time Officer or Business Agent and the Manager of the Borough shall meet and attempt to settle the grievance. The

parties so designated shall meet and attempt to resolve the grievance within five (5) days from the date the grievance is presented to them. If the complaint or grievance is not resolved after five (5) working days, the grievant may proceed to Step Three by notifying the Employer in writing.

Step Three: In the event no agreement is reached at Step Two, 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 Two. 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. If the complaint or grievance is not resolved after five (5) working days, the grievant may proceed to Arbitration by notifying the Employer in writing.

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 Pennsylvania 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 (1) name from the list until but one (1) 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, any costs imposed on securing a panel of arbitrators, the hearing room, and of the transcript of the testimony if the 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 Pennsylvania Bureau of Mediation.

ARTICLE NO. 10 - 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 agreements.

2. 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 Employers business.

B. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer 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 steward has taken unauthorized strike action, slowdown, 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 and/or weekly overtime.

E. There shall be only one job steward and one alternate. The alternate Steward shall assume the responsibility only during the absence or vacation of the regular steward.

ARTICLE NO. 11 - HOLIDAYS

The Employer shall grant all employees covered by this agreement the following legal holidays with four (4) hours full pay at their regular hourly rate:

- Memorial Day
- Labor Day

However, any employee covered by this agreement who is required to work on Memorial Day or Labor Day shall be paid one and one half times (1 ½) their regular hourly rate of pay for all hours so worked and shall NOT be entitled to receive the associated holiday pay. To be eligible for holiday pay, an employee must work their scheduled shift on their last scheduled work day prior to the holiday as well as their next scheduled 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, or jury duty.

Any employee covered by this agreement who is required to work on July 4th shall be paid two times (2x) their regular hourly rate of pay for all hours so worked.

ARTICLE NO. 12 – VEHICLE ALLOWANCE

A. Meter Attendants will be compensated an additional two (\$2) dollars per day if they utilize their personal vehicle in their duties.

ARTICLE NO. 13 - PENSION

The Borough will allow all Crossing Guards/Meter Attendants to contribute to a 457 - B Pension Account.

ARTICLE NO. 14 - UNEMPLOYMENT COMPENSATION COVERAGE

A. The Borough agrees to make the required contributions to the Unemployment Compensation Fund of the Commonwealth of Pennsylvania to cover all employees under this Agreement for benefits under the Unemployment Compensation Law:

The Final decision as to coverage shall be made by the Bureau of Unemployment Compensation and the Borough shall not be prejudiced by its decision.

ARTICLE NO. 15 - LEAVES OF ABSENCE

- A. Jury Duty Leave. Any employee ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty. The Employer shall pay the difference between any jury duty compensation received and the employee's regular rate of pay for each day of jury service. Any employee requesting court leave shall submit to the Borough Manager or his authorized representative a copy of the applicable court order or subpoena.
- B. Witness Leave. If the Employer requires an employee to attend a court proceeding as a witness which prevents such employee from working at his assigned post, the employee shall be paid at his straight time hourly rate of pay.
- C. Personal Leave. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer with the understanding that their position may not be protected. Not to exceed 6-months. Such employee shall not be entitled to any compensation during personal leave time.
- D. Bereavement Leave. In cases of death in the immediate family, one (1) day with pay, if necessary, will be granted to Crossing Guards/Meter Attendants at straight time rate. Immediate family is defined as husband, wife, children, parents, brother, sister, grandmother, and grandfather.

ARTICLE NO. 16 - OTHER BENEFITS/POLICIES

- A. Any and all other additional benefits, prerogatives or substantial rights now enjoyed by and/or given to the employees covered by this Agreement or by accepted past practices shall be continued.
- B. In addition to straight time hourly pay, the Borough agrees to pay any expenses incurred by employees directly related to attending a court proceeding for which the Crossing Guard/Meter Attendant has been duly subpoenaed as a part of their responsibility as a Borough employee, including mileage reimbursement and parking.
- C. The Borough will pay the cost of any background checks required on any employee covered by this Agreement.
- D. Any fighting during working hours may result in disciplinary action.
- E. 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.
- F. 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.

ARTICLE NO. 17 - SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by 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: **EXCEPTION:** The parties agree that the Borough shall have the following rights:

1. The Borough shall have the ability to maintain a pool of individuals to serve as substitute School Crossing Guards/Meter Attendants who may be called to fill vacancies that occur when bargaining unit members who have regular assignments are absent from work. The provisions of this paragraph may not be used to replace bargaining unit members who separate from employment with the Borough due to retirement, resignation or termination.
2. Individuals in the substitute School Crossing Guard pool shall not be eligible for benefits as provided in this Agreement but shall be paid the base rate for bargaining unit School Crossing Guards/Meter Attendants. Individuals in the pool must meet all regular eligibility requirements for bargaining unit School Crossing Guards/Meter Attendants including, but not limited to, police background checks. Individuals in the substitute School Crossing Guard/Meter Attendants shall be given first consideration when openings for regular assignments occur.

ARTICLE NO. 18 - 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 of 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 it has been restrained, shall not be effected thereby; Any masculine terms 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 provisions in this contract to the contrary.

ARTICLE NO. 19 - PROTECTION OF RIGHTS

Section 1: 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 place of business.

Section 2: Struck Goods: It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee 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. 20 - 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. 21 - DRUG AND ALCOHOL POLICY

A. Individuals who appear unfit for work may be subject to immediate fitness-for-duty examination at the Employer's designated medical facility. Such fitness-for-duty examination shall be administered only after the Chief of Police, Police Officer-in-Charge, or Borough Manager determines that the individual appears impaired and/or unfit for work.

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

C. The use of alcohol or drugs during working hours, or reporting to work under the influence of alcohol or drugs, will not be tolerated and may constitute a basis for disciplinary action. In addition, the abuse of alcohol or drugs at any time on duty could jeopardize employment with the Borough.

D. 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 two (2) hours of the accident.

ARTICLE NO. 22 - NON-DISCRIMINATION CLAUSE

A. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, national origin or age nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

The Employer and the Union agree that there will be no discrimination by the

Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

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. 23 - DISCHARGE OR SUSPENSION

Section 1: The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward. Nothing herein shall be deemed to deny the Borough the right to reduce the number of employees covered herein because of reasons of economy or because the School District decides to reduce the number of crossing guards or crossings.

Section 2: The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based. The employer has the right to discharge, discipline, remove, demote or suspend any employee for just cause subject to the grievance process.

Section 3: The Employer has the right to discharge, discipline, remove, demote or suspend any employee for just cause subject to the grievance process.

Section 4: Any employee discharged must be paid in full for all wages owed him by the Employer within twenty-one (21) days from the date of discharge.

Section 5: Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity: If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article No., 7 within ten (10) days after the above notice of appeal is given to the Employer.

ARTICLE NO. 24 - EFFECTIVE DATE

This agreement shall go into effect this 1st day of July 2018, and shall continue in force and effect until December 31, 2021. It is further agreed that on the request of either party hereto, the parties will meet at such times after July 1, 2021, for the purpose of negotiating a new agreement to be effective January 1, 2022. 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 UNION

FOR BRENTWOOD BOROUGH

Carl A. Bailey
Secretary-Treasurer
Teamsters Local Union No. 205

Harold Smith
President of Council
Brentwood Borough

Ed Boehm
Business Agent
Teamsters Local Union No. 205

George Zboyovsky, PE
Borough Manager
Brentwood Borough