

AGREEMENT

by and between the

BOROUGH OF PENNINGTON

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL NO. 35

Effective: January 1, 2018

Expiration: December 31, 2020

## TABLE OF CONTENTS

AGREEMENT .....	2
ARTICLE 1 - RECOGNITION CLAUSE .....	2
ARTICLE 2 - CHECKOFF OF DUES AND AGENCY SHOP.....	2
ARTICLE 3 - JOB STEWARDS .....	2
ARTICLE 4 - GRIEVANCE PROCEDURE .....	3
ARTICLE 5 - MANAGEMENT RIGHTS .....	5
ARTICLE 6 - SENIORITY.....	5
ARTICLE 7 - EMPLOYEE RIGHTS.....	6
ARTICLE 8 - DISCRIMINATION OR COERCION.....	6
ARTICLE 9 - SAVINGS CLAUSE .....	6
ARTICLE 10 - PENSION.....	6
ARTICLE 11 - DRIVER'S LICENSE .....	6
ARTICLE 12 - BEREAVEMENT LEAVE .....	7
ARTICLE 13 - SICK LEAVE .....	7
ARTICLE 14 - UNPAID UNION LEAVE.....	8
ARTICLE 15 - MILITARY OR NATIONAL GUARD DUTY.....	8
ARTICLE 16 - NO STRIKE-NO LOCKOUT .....	8
ARTICLE 17 - PROBATION PERIOD .....	8
ARTICLE 18 - SAFETY REPORT .....	9
ARTICLE 19 - BULLETIN BOARDS.....	9
ARTICLE 20 - ON THE JOB INJURY/WORKERS COMPENSATION.....	9
ARTICLE 21 - PROMOTIONS AND TRANSFERS .....	9
ARTICLE 22 - HOURS OF WORK / BREAKS / OVERTIME .....	10
ARTICLE 23 - HEALTH BENEFITS .....	11
ARTICLE 24 - WORK CLOTHES .....	13
ARTICLE 25 - HOLIDAYS.....	14
ARTICLE 26 - VACATION TIME .....	14
ARTICLE 27 - JURY AND COURT SERVICE .....	14
ARTICLE 28 - WAGES.....	15
ARTICLE 29 - TERMINATION AND EXTENSION OF AGREEMENT.....	18

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the Borough of Pennington, with its main offices at 30 North Main Street, Pennington, New Jersey 08534, hereinafter referred to as the BOROUGH and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey, hereinafter referred to as the UNION.

### ARTICLE 1 RECOGNITION CLAUSE

The Borough hereby recognizes Teamsters Local No. 35 affiliated with the International Brotherhood of Teamsters as the exclusive representative for collective negotiations concerning terms and conditions of employment for Public Works employees eligible to be a member of the Union including the job titles of assistant foreman, public works operations coordinator, laborer-maintenance workers 1-2, crew members and administrative assistants employed by the Borough of Pennington, Department of Public Works and excluding all other employees, including guards and supervisors as defined by the Act.

### ARTICLE 2 CHECKOFF OF DUES AND AGENCY SHOP

1. The Borough agrees to deduct dues from the earnings of each employee union member when said employee has properly authorized such deduction in writing. The Union shall indemnify, defend and save harmless the Borough against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough. The Borough shall forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Union on or before the 15<sup>th</sup> of each month. A list of names and deductions will be forwarded monthly.
2. The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of Teamsters Local No. 35 may pay an agency shop fee equal to eighty-five (85% percent of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of the employees affected on the basis of the employee's authorization. The Union agrees to save the Employer harmless from any and all action it takes under this Article.

### ARTICLE 3 SHOP STEWARDS

The Borough recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of Shop 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 provision of this Collective Bargaining Agreement.

2. The transmission of such messages and information as 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, refusals to work, or any other interference with the Borough's business.
3. The Borough recognizes these limitations upon the authority of Shop Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken strike action, slowdown, work stoppage or other interference with the Borough's business in violation of this Agreement or appropriate law. The Shop Steward shall be permitted reasonable time to investigate, present and process grievances on Borough property without loss of time or pay during the regular working hours; and where mutually agreeable to the Local Union and Borough, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Shop Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Shop Steward. Time spent handling Grievances shall not qualify for Overtime, Sunday or Holiday Pay.

Any written or verbal warnings given to employees must be done in the presence of a Shop Steward or Alternate, if requested by the employee.

The Union shall not designate more than one (1) Shop Steward or more than one (1) Alternate.

#### ARTICLE 4 GRIEVANCE PROCEDURE

1. A "grievance" is a claim by an employee or the Union based upon the interpretation, application or violation of this Agreement affecting an employee or a group of employees.
2. A "grievant" is the employee or employees, or the Union making the claim on behalf of the employees or group of employees, or the Union on behalf of itself.
3. A "party in interest" is the person or persons making the claim and any person, including the Union or Borough, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at each level of the procedure.
5. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be business days.

- A. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Union's designated representative, with the objective of resolving the matter informally.
  - B. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the discussion at Level One or ten (10) days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Borough Administrator for resolution informally.
  - C. Level Three: If the Union is not satisfied with the disposition of the grievance by the Borough Administrator at Level Two, or if no decision has been rendered within five (5) days after a discussion with the Borough Administrator or ten (10) days after the grievance was delivered to the Borough Administrator, whichever is sooner, the Union may present the grievance to the Borough Council.
  - D. Level Four: If the Union is not satisfied with the disposition of the grievance by Borough Council at Level Three, or if no decision has been rendered within forty-five (45) days after the grievance was delivered to the Borough Council, the Union may submit the grievance to arbitration.
6. Within ten (10) days after such written notice of submission to arbitration, the Borough and Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties do not agree upon an arbitrator within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC).
  7. The decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The Arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be in writing stating the reasons therefore except by mutual consent of the parties.
  8. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the Arbitrator.
  9. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Borough and the Union. Any other expenses incurred shall be paid by the party incurring same.
  10. All documents, communications and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 5  
MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:
  - A. to hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote and to transfer all employees within the Public Works Department.
  - B. to suspend, demote, discharge or take disciplinary action for good and just cause.
  - C. to reduce the workforce for economic reasons.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and uses of judgment and discretion in connection therewith shall be limited only by express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of New Jersey, and the Constitution and laws of the United States.

2. Nothing contained herein shall be considered to deny or restrict the Borough of its rights, responsibilities and authority under the New Jersey laws or any other national, state, county, or local laws or regulations.
3. It is understood that, under rulings of the Courts of New Jersey, the Borough is forbidden to waive any rights or powers granted by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this Agreement shall be interpreted in any manner to be construed as to indicate that the Borough has waived rights which are contained and expressly required by courts to be retained by the Borough.

ARTICLE 6  
SENIORITY

1. Seniority is defined to mean accumulated time of service to Pennington Borough. The day an employee is hired by the Borough is the date that the employee's seniority begins.
2. Seniority may be used to determine certain benefits including salary, overtime, vacations and any other benefits that the Borough of Pennington deems appropriate. Seniority may be a consideration if a job opening within the Borough should occur but shall not be the sole determining criteria.
3. When the Borough decides to reduce the number of employees in any particular job title, the Borough will do so in the inverse order of seniority within each job title. Employees shall be

recalled for work from layoff in the order of the seniority, provided that they have the requisite qualifications and ability to perform the work available. Any employee who voluntarily leaves the employment of Pennington Borough, shall not retain any seniority from the previous dates of employment with the Borough. Benefits shall accrue for that employee as if they were a new first time employee.

ARTICLE 7  
EMPLOYEE RIGHTS

The parties agree to comply with all Equal Employment Opportunity guidelines and statutes. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Borough, or any agent or representative thereof, shall be subjected to the grievance procedure herein set forth.

ARTICLE 8  
DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Borough of Pennington or any of its agents against Public Works employees by reason of their Union status. Nor shall any of its agents intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee in violation of the New Jersey Law Against Discrimination.

ARTICLE 9  
SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of any Article(s) or Section(s) of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect, and the parties shall renegotiate concerning such invalidated Article(s) or Section(s).

ARTICLE 10  
PENSION

Pennington Borough shall make contributions to the Public Employees Retirement System (PERS). These contributions shall be according to the terms fixed by statutes and laws of the State of New Jersey.

ARTICLE 11  
DRIVER'S LICENSE

The work of the Pennington Borough Public Works Department requires that each employee be able to operate a commercial motor vehicle in addition to a private passenger motor vehicle. All employees must maintain a Class B Commercial Driver License ("CDL") and a valid driver's license and must present the same to the Superintendent of Public Works on an annual basis or when deemed necessary. Employees who are hired and do not have a Class B CDL must obtain a Class B CDL prior to the end of their probationary period. Any changes in an employee's driving record must be reported immediately or as soon as possible to the Superintendent of Public Works. Failure to maintain valid driver's licenses as

required or failure to report any changes to the Superintendent of Public Works may result in disciplinary action, including termination, being taken against the employee.

ARTICLE 12  
BEREAVEMENT LEAVE

Each employee shall have up to three (3) days leave in the event of the death of an employee's spouse, child, parent, brother or sister, mother-in-law, or father-in-law. Each employee shall have one (1) day for any other relative on the day of the funeral if the event falls on a regular work day, excluding any scheduled and observed holidays. Each such employee shall have three (3) days of bereavement leave for other family members not listed above who reside in the same household of the employee as of the date of the relative's death.

ARTICLE 13  
SICK LEAVE

1. Only full time employees who have completed the first one hundred and eighty days of their Probationary Period are eligible for sick leave. Time taken off prior to the completion of the first one hundred and eighty days of the Probationary Period will be without pay.
2. Eligible employees will receive nine (9) sick days per calendar year.
3. A person who has not been employed for a full year by the Borough will be eligible for paid sick leave (upon completion of the Probationary Period) as follows: six (6) hours for each month from the time that they complete their Probationary Period through the end of the calendar year. By way of example, if a person completes their Probationary Period on May 1, they will be eligible to use forty-eight (48) hours of sick time between May 1 and December 31. Thereafter, they will be eligible for the normal nine (9) paid sick days per calendar year.
4. Sick leave may be used in units of no less than two (2) hours at any one time.
5. Any employee who retires after fifteen (15) or more years of service to the Borough and under the provisions of the Public Employment Retirement System will be reimbursed for unused sick leave according to the following provision:
  - a. The employee must have a minimum of ninety (90) sick days accumulated.
  - b. The employee will be reimbursed at the rate of one (1) day's salary for every three (3) days that they have accumulated up to a maximum of ninety (90) days. Under no circumstances will anyone receive more than thirty (30) days' pay.
6. Employees absent on sick leave for a period of three (3) consecutive days shall submit on an interim basis, as directed by the Borough, medical evidence acceptable to the Borough, substantiating the



illness to the Administrator and/or the Borough Clerk. Additionally, if an employee has three (3) or more sick leave incidents within a ninety (90) day period, then for every one (1) sick day, he may be required to submit medical evidence substantiating the illness to the Borough.

7. There shall be no limit on the number of sick leave days that may be accumulated.
8. Employees may use up to three (3) days of sick leave as personal days provided they give one (1) week notice and have the approval of the Superintendent of Public Works.
9. A one hundred and twenty-five (\$125.00) dollar attendance bonus shall be paid to any employee that does not use any sick leave in a contract year.

#### ARTICLE 14 UNPAID UNION LEAVE

The Shop steward may use up to a total of two (2) aggregate days for Union business leave each year. Employees must request utilization of the leave at least three business days before it is to commence and the taking of such leave shall not impede the operation of any Borough department when it is taken.

#### ARTICLE 15 MILITARY OR NATIONAL GUARD DUTY

The Borough agrees to provide all employees with military leave in accordance with Federal and State Statutes.

#### ARTICLE 16 NO STRIKE-NO LOCKOUT

1. In addition to any other restrictions under the law, the Union will not cause a strike, work slowdown, work stoppage or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the Borough's work. The Borough shall not cause any lockout.
2. If the Union violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

#### ARTICLE 17 PROBATION PERIOD

All new employees shall be considered to be on probation for a period of one year, or three hundred sixty five (365) days and may be discharged without cause during the one year, or three hundred and sixty five (365) day Probationary Period.

ARTICLE 18  
SAFETY REPORT

Whenever an employee is assigned to drive Borough equipment and feels such equipment is in need of such repair that it is hazardous or defective, they shall at once notify their immediate supervisor of the defective or hazardous equipment.

ARTICLE 19  
BULLETIN BOARDS

The Union will have access to a bulletin board in each work area.

ARTICLE 20  
ON THE JOB INJURY/WORKERS COMPENSATION

The Borough shall provide worker's compensation for on the job injury as per State Statute. All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment may be sought through a local hospital. If an employee is sent home by a physician designated by the Borough, the employee shall be entitled to be paid for the remainder of that day on which he is sent home.

ARTICLE 21  
PROMOTIONS AND TRANSFERS

1. For the purpose of this Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.
2. When an opportunity for promotion arises within the bargaining unit, the Borough shall post job openings on the bulletin board. Employees desiring an opportunity to fill such openings must file written requests. Such notices shall be posted for forty-eight (48) hours. In making any promotion within the bargaining unit both seniority and qualifications may be considered by the Borough.
3. A promoted employee promoted to a higher rated job shall be allowed a thirty (30) day probationary period to demonstrate the ability to perform the job. If the employee is unable to qualify, he/she shall be returned to the former job. If any employee should be absent for three (3) or more days during the thirty (30) day probationary period, then that probationary period shall be extended at the Borough's option, for the number of days of the employee's absence.
4. Any employee required by the Borough to fulfill the responsibilities of a vacated higher job classification for a period of longer than fifteen consecutive working days and not longer than 6 months, shall be paid an additional one dollar (\$1.00) per hour while taking on the additional responsibilities. After such period of time, the employee will be returned to the responsibilities and salary associated with his/her job title.

ARTICLE 22  
HOURS OF WORK / BREAKS / OVERTIME

1. The normal work day shall be eight (8) hours, excluding a one-half (1/2) hour lunch period. The normal work hours shall be 7:00 a.m. to 3:30 p.m. Monday through Friday. Work hours and / or work days may be changed by the Borough of Pennington, with two (2) weeks' notice, subject to consultation with the Union.
2. All employees shall receive a fifteen (15) minute break, an adequate clean-up period before lunch and an adequate clean-up period before quitting time. It is understood that lunch may be interrupted as needed.
3. All work performed in excess of forty (40) hours in any one (1) week, or eight (8) hours in one work day, shall receive compensation at time and one-half (1 and ½), unless agreed upon otherwise.
4. In the event an employee is called in or called back to duty other than during his normal hours of work, which may include regularly scheduled overtime, he shall be paid overtime at a rate of time and one-half (1 and ½), for all time worked during such period. The minimum overtime payment shall not be less than two (2) hours except when called to duty less than two (2) hours prior to his work shift. In such an event, the employee shall be paid only for the actual overtime worked. The offer of call in or call back overtime shall be rotational by seniority, skill and ability. The Borough will communicate directly with the employee. If the employee does not respond after one attempt, then it shall be deemed a no contact and the next employee will be contacted. However, should the earlier called employee respond prior to the assignment being filled, the employee will be allowed to fill the overtime.
5. Weekend Water Duty is regularly scheduled overtime on Saturdays, Sundays and Holidays. The minimum overtime payment shall not be less than two (2) hours. All regularly scheduled Weekend Water Duty overtime shall be offered on a rotational basis according to seniority, skill and ability.
6. An employee called-in to work on Sunday shall be paid at a rate of double time, (2 times hourly rate) for all hours worked. The two (2) hour minimum for call in or call back duty and for regularly scheduled overtime shall not apply.
7. An employee assigned to work on any of the Holidays listed in Article 25 shall be paid at a rate of two (2) times for all hours worked, in addition to the Holiday pay. The two (2) hour minimum for call in or call back duty and for regularly scheduled overtime shall not apply.
8. Time worked in excess of twelve (12) hours in one day and overtime work in excess of twenty (20) hours in one week shall be paid at the rate of two (2) times the employee's hourly rate of pay.
9. The Borough Administrator shall establish open accounts for the employees to use for meals during

emergency work. When performing work related to an emergency, after four (4) hours of such emergency work, outside of a scheduled eight (8) hour day the Borough will provide for the actual cost of meals and non-alcoholic beverages consumed with the meal, (not beverages throughout the work detail) for the employees at local establishments with meal limits as follows.

Breakfast \$10.00                      Lunch \$12.00                      Dinner \$16.00

Employees will provide their own meals if pre-scheduled work is performed on days other than the normal work week.

10. There shall be no duplicating or pyramiding of any premium pay provided for under the provisions of this agreement for the same hours worked.
11. Public Works employees will receive credit for time off at another time for all hours the Borough Hall is closed for emergency and Public Works employees are working. The scheduling of such time off shall be subject to the approval of the Superintendent of Public Works.

### ARTICLE 23 HEALTH BENEFITS

1. Benefits for Active Employees. All employees covered by this Agreement are entitled to health and prescription coverage under the New Jersey State Health Benefits Program ("State Program"), with employee having the option of selecting whatever program may be available under the State Program for themselves and their eligible dependents. These benefits are paid for by the Borough of Pennington subject to such contributions by the employee in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of the Public Laws of 2011 or such other contribution levels or deductions as are required by law hereafter.
2. Retirement Health Benefits. The Borough agrees to pay all or part of the premium or periodic charge for benefits under the State Program for certain retired employees who qualify based on length of service and other factors, as further provided below.

As used below, "Service credited in the retirement system" refers to service credited in a State- or locally- administered retirement system, which may include but need not be limited to years of service to the Borough.

- a. The Borough shall pay the full State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who have retired from employment by the Borough after January 1, 2010 and before June 28, 2011, if the employee retired on a benefit based on twenty-five (25) or more years of service credited in the retirement system.
- b. The Borough shall pay the full State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who had twenty (20) or more years of service credited in the retirement system on June 28, 2011 if (i) they thereafter retire from employment with the

Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system and (ii) they were hired by the Borough before May 21, 2010.

c. The Borough shall pay part of the State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who had less than twenty (20) years of service credited in the retirement system on June 28, 2011 if (i) they thereafter retire from employment by the Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system and (ii) they were hired by the Borough before May 21, 2010. The part of premium or periodic charge payable by the Borough shall be the full premium or periodic charge less such contributions by the employee and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of the Public Laws of 2011 or such other contribution levels or deductions as are required by law hereafter.

d. For employees hired by the Borough after May 21, 2010, the Borough shall pay part of the full State Program premium or periodic charge for employees and dependents, but not including survivors, for all employees who retire from employment by the Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system and twenty-five (25) or more years of service with the Borough. The part of premium or periodic charge payable by the Borough shall be the full premium or periodic charge less such contributions by the employee and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of the Public Laws of 2011 or such other contribution levels or deductions as are required by law hereafter.

e. The Borough does not agree to pay all or part of the State Program premium or periodic charges for employees who elect deferred retirement.

f. To the extent required by law, the Borough agrees to pay all or part of the State Program premium or periodic charges for employees who retired on full disability pensions based upon fewer years of service credited in the retirement system or with the Borough than provided above, provided that the disability occurred while in the official line of duty and subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather existing contracts.

g. The Borough's obligation to make payment as provided above shall include reimbursement of retired employees for their premium charges under part B of the Federal Medicare Program covering the retired employees and their spouses as required by the regulation of the State Health Benefits Commission and otherwise by law, subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather existing contracts.

h. The coverage offered to employees eligible to receive benefits paid for by the Borough as provided above shall be the prevailing health coverage extended to active employees at the time of the employee's retirement.

i. Coverage will be limited to the employee and specific dependents that are covered at the time of retirement and only to the extent that the retiree and those same dependents are eligible under the rules of the Plan for the type of coverage in effect at the time of retirement.

j. No coverage will be provided during the period when medical coverage is furnished to the retiree from another source. The retiree is responsible for notifying Pennington Borough at the start of such coverage and its termination. If comparable coverage is available to the retired employee from another source without premium cost to retiree, the retiree is required to elect coverage from that source.

k. A retired employee and/or spouse or legally recognized civil union partner and/or dependent eligible for Medicare coverage by reason of age or disability must coordinate benefits according to the State Program guidelines.

l. It is the intent of this provision to mandate coverage under Medicare as soon as eligibility occurs. Evidence of enrollment in Medicare must be provided to the State Program. Failure to enroll in Medicare when eligible or required may result in the retiree's and/or dependent's coverage being terminated or delayed according to the State Program guidelines.

m. The part of premium or periodic charge payable by the Borough shall be the full premium or periodic charge, subject to such contributions by the retired employee and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010, Chapter 78 of Public Laws 2011 or such other contribution levels or deductions as required by law thereafter.

3. It is the intent of this Article on health benefits to comply with the conditions and limitations of Chapter 2 of the Public Laws of 2010 and Chapter 78 of the Public Laws of 2011 and such other changes in law as may occur from time to time hereafter, unless any such change or changes in law grandfather existing contracts. In the event of conflict between this Article and the requirements of law, the applicable law shall control.

#### ARTICLE 24 WORK CLOTHES

The Borough shall continue to provide employees with work clothing. Each item shall be replaced due to wear and tear as determined by the Superintendent of Public Works. It is understood that all items of clothing are the responsibility of the Borough of Pennington and shall be worn solely while doing Borough work. Any employee whose employment is terminated or is on any leave of absence from the Borough of Pennington shall return all issued clothing and equipment before they receive their final paycheck. Public Works employees shall be reimbursed up to two hundred fifty (\$250.00) dollars per year for steel-toed work boots or other specialty items necessary for Borough work if boots are not needed in any given year.

ARTICLE 25  
HOLIDAYS

Each employee covered by this Agreement shall be allowed the following holidays with pay:

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

ARTICLE 26  
VACATION TIME

1. Only full time employees are eligible for paid vacation. Employees are not eligible for paid vacation during the first one hundred and eighty days of the Probation Period but that time shall count for vacation accrual.
2. Vacation entitlement is based upon the following schedule:

Year 1 accrual	6 hours per month for a total of 9 days (72 hours)
Years 2 thru 5	12 days/year (96 hours)
Years 6 thru 10	15 days/year (120 hours)
Years 11 thru 15	17 days/year (136 hours)
Year 16 +	20 days (160 hours)
3. Upon written request, employees shall receive their vacation pay prior to the start of their vacation.
4. Vacations shall be taken in one-week increments unless otherwise authorized.
5. Vacation time must be approved in advance by the Superintendent of Public Works. If any conflict arises in requests for vacation time, preference shall be given to the employee with the most seniority.
6. Up to one half of one year's vacation allotment may be carried over in a given year. By way of example, an employee who receives twelve (12) vacation days may carry over six (6) to the next year. If at the end of that year, the employee has more than the original twelve (12) days allotment remaining; the employee may still only carry over six (6) days.
7. Unused vacation time is not compensable.

ARTICLE 27  
JURY AND COURT SERVICE

1. An employee shall be excused from work on a work day during which time he serves on a jury of

any federal, state or other court provided he notifies the Borough within forty-eight (48) hours after his receipt of jury notice. Employees shall be paid for such time lost from their regular shift. If the employee is excused from jury duty four (4) hours prior to the end of his regular work shift, he shall be required to report for work for the balance of the day.

2. It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in one (1) week. Pay for jury service will be computed using the number of hours lost on the employee's regular shift times his current hourly rate of pay less any money received for jury service. There shall be no overtime paid for jury service.
3. An employee shall be excused from work on a work day during which time he attends any court on behalf of the Borough or other Borough related matters, as a result of subpoena served on the employee and shall be paid for time lost from his regular shift for the actual hours of court-related service including travel time to and from the Borough.
4. If the employee is excused from Court duty four (4) hours prior to the end of his regular work shift, he shall be required to report for work for the balance of the day.

#### ARTICLE 28 WAGES

1. Probationary period for New Hires - The starting rate for new hires in any title shall be fifty cents (\$0.50)/hour below the rate paid for that title for the first one hundred and eighty (180) days of employment. After one hundred and eighty (180) days in the Probationary Period, the employee shall receive the full rate for that job title but shall continue in the Probationary Period for the full year or three hundred and sixty five (365) days.
2. In addition to the qualification stated in paragraph 1 above, the starting rate for any employee in the Probationary Period who is hired in any position other than Laborer 1 without a Class B CDL, (see Article 11), shall be \$1.00 below the rate paid for that title until the date of receipt of proof of the Class B CDL.
3. Any employee in the Probationary Period who is hired in the position of Laborer 1 without a Class B CDL (see Article 11) shall receive an additional one dollar (\$1.00) per hour added to their hourly rate from the date of receipt of proof of the Class B CDL until the end of the Probationary Period.
4. All employees who are hired and do not have a Class B CDL must obtain a Class B CDL prior to the end of their probationary period. (See Article 11).



Base Wage Table

Position	<u>2018 Hourly Rate</u>	<u>2019 Hourly Rate</u>	<u>2020 Hourly Rate</u>
Assistant Foreman	\$29.40	\$29.99	\$30.59
Public Works			
Operations Coordinator	\$30.32	\$30.93	\$31.55
Crew Member	\$25.35	\$25.86	\$26.38
Laborer 2	\$22.56	\$23.02	\$23.48
Laborer 1	\$21.11	\$21.53	\$21.96
Labor 1 Probationary	\$19.61	\$20.03	\$20.46

**Laborer 1** - Hiring to the Laborer 1 position requires satisfaction of the Borough's criteria to fill the position.

**Laborer 2** - Promotion to or hiring to the Laborer 2 position requires satisfaction of the Borough's criteria for promotion or position. The Laborer 2 will demonstrate a mastery of all Laborer 1 level responsibilities assigned with little or no supervision, direction or instruction. If a Laborer 1 has not been promoted to Laborer 2 after four (4) years of satisfactory performance as a Laborer 1, there will be a mandatory review at the beginning of the fifth (5th) year of employment.

**Crew Member** - Promotion to or hiring to the Crew Member position requires satisfaction of the Borough's criteria for promotion. Crew Members will demonstrate a mastery of all Laborer 2 level responsibilities assigned with little or no supervision, direction or instruction. Crew Members will show the ability to lead, provide guidance and relay instruction to employees in the Laborer 1 and Laborer 2 positions. Crew Members will be well versed in proper practices and safety. Crew Members will receive assignments; plan and direct the work of and be responsible for a field crew; coordinate work activities with others and perform independently all other duties as assigned. Crew Members will have the ability to operate and use nearly every piece of equipment utilized by the Public Works Department. Crew Members will demonstrate an outstanding ability to communicate with the public, fellow employees and supervisors. If a Laborer 2 has not been promoted to Crew Member after four (4) years satisfactory performance as a Laborer 2, there will be a mandatory review at the beginning of the fifth (5th) year.

5. Stipends and Licenses:

The Borough encourages Union employees to obtain training and licenses that will benefit the Borough and employees in their work. The Borough will reimburse employees for any and all approved classes and training and the Borough will pay the annual fee for the license provided that:

1. The number of licenses and the amount of training that an employee may be eligible to obtain with reimbursement from the Borough shall be at the discretion of the Borough based on current operating needs.
2. In order to be eligible for stipend(s) and for reimbursement of annual license fee(s), the

employee shall use the skills and/or license(s) when and as requested by the Borough. The Borough, at its discretion and based on current operating needs, may cap the number of employees eligible for each type of stipend.

3. If the license or certification is terminated or otherwise expires, so shall the increase in wage terminate.

PESTICIDE/HERBICIDE LICENSE

The Borough agrees to pay a stipend per year to the employee who obtains and maintains the necessary pesticide/herbicide license. The stipend shall be as follows:

<u>2018</u>	<u>2019</u>	<u>2020</u>
\$1,260.00	\$1,323.00	\$1,389.00

PEOSHA / JOINT INSURANCE FUND

The Public Works Department Representative to the Borough Safety Committee as required by PEOSHA and the Joint Insurance Fund, shall be responsible for the safety training and associated record keeping of the Public Works Department. The stipend shall be as follows:

<u>2018</u>	<u>2019</u>	<u>2020</u>
997.50	\$1,047.38	\$1,099.75

CERTIFICATION FOR AND/OR DEMONSTRATION OF MASTERY OF SMALL ENGINE  
REPAIR AND MAINTENANCE

<u>2018</u>	<u>2019</u>	<u>2020</u>
\$473.00	\$496.00	\$521.00

SIDEWALK INSPECTION

The Public Works personnel assigned to this work must demonstrate to the satisfaction of the Superintendent of Public Works sufficient mastery of masonry and concrete construction to ensure compliance with Borough Sidewalk permit specifications. All assignments shall be at the discretion of the Superintendent of Public Works.

<u>2018</u>	<u>2019</u>	<u>2020</u>
\$525.00	\$551.00	\$579.00

WATER/SEWER LICENSES

In the classification of Laborer 1, Laborer 2 and Crew, all level 1 water and sewer licenses (W-1, T-1 AND C-1)

<u>2018</u>	<u>2019</u>	<u>2020</u>
\$2,394.00	\$2,514.00	\$2,369.00

CERTIFIED MUNICIPAL ARBORIST

<u>2018</u>	<u>2019</u>	<u>2020</u>
\$525.00	\$551.00	\$579.00

EDUCATIONAL INCENTIVES:

- A. Two (2) year Associates Degree in Forestry or Horticulture: \$500.00 added to base salary. (Forestry, Horticulture, Business degree)

<u>2018</u>	<u>2019</u>	<u>2020</u>
\$525.00	\$551.00	\$579.00

- B. Four (4) year Bachelor's Degree: \$750.00 added to base salary. Not to exceed the highest degree, A.A. = \$500.00, get B.A., receive additional \$250.00

<u>2018</u>	<u>2019</u>	<u>2020</u>
\$788.00	\$827.00	\$868.00


ARTICLE 29  
TERMINATION AND EXTENSION OF AGREEMENT


This Agreement shall be effective from the first day of January, 2018 and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2020. It shall automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration date. If a new contract has not been entered into between the Borough and the Union on or before the first day of January, 2020, then the terms and conditions shall be in full force and effect until such contract is signed.

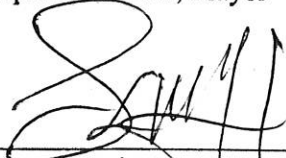
IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seal this.

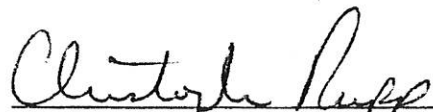
FOR THE BOROUGH OF PENNINGTON

FOR TEAMSTERS LOCAL NO. 35

  
\_\_\_\_\_  
Joseph R. Lawver, Mayor

  
\_\_\_\_\_  
Daniel A. Kreiser, President

  
\_\_\_\_\_  
Eileen M. Heinzl, Administrator

  
\_\_\_\_\_  
Christopher Rupp., Secretary-Treasurer