

LABOR AGREEMENT

BOROUGH OF BUTLER

AND

BUTLER BLUE COLLAR WORKMAN'S ASSOCIATION

TERM: JANUARY 1, 2017 THRU DECEMBER 31, 2019

TABLE OF CONTENTS

| | |
|---|----|
| Preamble..... | 1 |
| Article I Recognition | 2 |
| Article II Scope | 2 |
| Article III Collective Negotiating Procedures | 3 |
| Article IV Hours of Work and Overtime..... | 3 |
| Article V Absence or Lateness | 6 |
| Article VI Second Job | 6 |
| Article VII Management Rights | 6 |
| Article VIII Management Responsibilities | 7 |
| Article IX Personnel Policy | 7 |
| Article X Orientation | 8 |
| Article XI Employee Responsibilities | 9 |
| Article XII No Strike No Lockout | 9 |
| Article XIII Salary and Wages..... | 10 |
| Article XIV Performance Review | 10 |
| Article XV Promotions | 10 |
| Article XVI Training and Schooling..... | 11 |
| Article XVII Transfers/Assignments..... | 11 |
| Article XVIII Sick Leave | 12 |
| Article XIX Workman’s Compensation..... | 13 |
| Article XX Death In Family | 14 |
| Article XXI Holidays..... | 14 |
| Article XXII Vacations..... | 15 |
| Article XXIII Leave of Absence | 17 |
| Article XXIV Military Leave | 17 |
| Article XXV Jury Duty | 17 |
| Article XXVI Longevity | 18 |
| Article XXVII Insurance | 18 |
| Article XXVIII Grievance Procedure | 19 |
| Article XXIX Safety | 20 |
| Article XXX Payday | 21 |
| Article XXXI Miscellaneous | 22 |
| Article XXXII Part-Time Telecommunicators | 24 |
| Article XXXIII Full-Time Telecommunicators | 25 |
| Article XXXIV Retirement | 27 |
| Article XXXV Duration | 28 |
| Schedule of Pay Scales | 29 |

REVISIONS

PREAMBLE

Public service is the noblest profession, for the tasks performed are designed to benefit the public at large.

Although duties are performed under the supervision and direction of immediate superiors and Department Heads, and pay checks received from the Borough, our real employer is the people we serve - the citizens of Butler.

To retain their confidence, we must continue to give the efficient, prompt service and attention that the facilities and people we work with require. A sincere desire to be of service is just as important as the actual service performed, and at times, even more so.

Our policy is to provide the best service possible. With the Employees help, the Borough can continue to please its residents and customers and make the Borough and its service area an attractive place for people to locate.

This Amended Agreement, made this _____ day of December, 2016 by and between The Borough of Butler, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Employer”, and The Butler Blue Collar Workman’s Association, hereinafter referred to as the “Employees”.

Witnesseth:

Whereas, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968, the Employer and the Employees have met and negotiated the terms and conditions of the employment of the Employees of The Borough of Butler for the years 2017, 2018 and 2019.

Whereas, both the Employer and the Employees believe in the soundness of the principle of collective bargaining and contracting; and

Whereas, these negotiations have resulted in an agreement respecting the terms and conditions of employment;

Now, Therefore, in consideration of the mutual premise and covenants herein contained, it is mutually agreed by and between the parties as follows:

**ARTICLE I
RECOGNITION**

Pursuant to consent election held February 23, 1973, the Employer agreed, and continues to agree, to recognize and deal with the Employees through the respective officers of the Employees as the exclusive representatives of all blue-collar employees employed by the Borough of Butler’s Public Works, Power and Light, Telecommunicators, Road, Sewer, and Water Departments, excluding all office, clerical, professional, and craft employees, police and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

**ARTICLE II
SCOPE**

This Agreement shall govern all matters pertaining to employment wages, hours, working conditions, holidays, vacations, sick leave, grievance and all other such matters concerning the terms and conditions of employment of the Employees of the Borough of Butler.

ARTICLE III
COLLECTIVE NEGOTIATING PROCEDURES

Collective negotiations with respect to the rates of pay, hours of work, and other conditions of employment and bargainable issues, shall be conducted by the duly authorized agents of each of the parties. The Employees shall be represented by three representatives plus counsel and experts as deemed necessary by the aforesaid.

Collective negotiations for the contract shall commence no later than the second week in September of the last year of the contract.

Negotiating sessions shall begin on a day agreed upon, and the representatives of the Employees, if on duty shall be permitted to attend that negotiations session, and all subsequent negotiation sessions, without loss of pay.

ARTICLE IV
HOURS OF WORK AND OVERTIME

This Article covers all employees except Telecommunicators. Telecommunicators hours of work and overtime are covered in Article XXXIII.

Section 1

- A.** The normal work week for Employees shall consist of forty (40) hours per week on the basis of five (5) days per week and eight (8) hours per day from Monday through Friday, inclusive. Hours of work shall be 7:00 a.m. to 3:30 p.m., year round. Employees reporting late for work or lunch or leaving early for lunch shall be docked pay in $\frac{1}{4}$ hour increments. Late shall be considered punching in more than 5 minutes after their scheduled start time. Early shall be considered punching out more than 5 minutes earlier than their scheduled departure time.
- B.** The lunch period for all Employees shall be one-half (1/2) hour, from 11:00 a.m. to 11:30 a.m. Emergency situations may require working beyond that time at supervisory discretion. In addition to this period, Employees shall be allowed five (5) minutes of "wash up time" prior to their lunch period. Full use of the Borough's kitchens or lunchrooms, as designated, are offered to Employees who wish to avail themselves of these facilities.
- C.** Employees required to work through their half hour mid-day meal period, if directed by the Department Director or Foreman, shall be paid for that period at the rate of time and one-half (1-1/2) and shall later be granted a meal period without pay.

- D. In the course of an overtime situation at intervals of four (4) hours, Employees will be allowed a \$10.00 meal allowance. The Employees will be notified by the Department Head or Foreman if he may avail himself of this benefit, and charge the meal at cooperating restaurants. If the Employee exceeds the allowance, he will be required to reimburse the Borough at a later date.
- E. All Employees shall be entitled to two (2) fifteen minute coffee breaks, one in the morning from 9:00 a.m. to 9:15 a.m. and one in the afternoon from 1:30 p.m. to 1:45 p.m. No travel time is permitted.
- F. Employees shall be allowed five (5) minutes of “wash up time” prior to the end of the work day.

Section 2

All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered “overtime” and shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate of pay, except when the rate of pay is governed by other Articles, Sections or Sub-Sections of this Agreement.

Section 3

In the event that it becomes necessary for an Employee to perform more than eight (8) consecutive hours of overtime work, compensation shall be as follows:

- A. After eight (8) consecutive hours of overtime work an Employee shall be compensated at the rate of two (2) times the regular hourly rate of pay.
- B. The Employer shall continue to pay at the double-time rate until the Employee is relieved of duty for a minimum of six (6) hours. If the six hours relief occurs in a normal work day, the Employee will be paid for the six hours, or the remainder of the work day, (provided it does not exceed six hours) at a straight time rate. No leave balance shall be charged.
- C. If the normal workday comes during the one and one-half pay rate time, the pay rate will go back to straight time and the eight (8) consecutive hour counter for double time will be reset to zero (0).

Section 4

An Employee shall not be compelled by the Employer, in any way, to work more than sixteen (16) consecutive hours without a minimum of six (6) hours relief from duty.

Section 5

The Employer agrees to pay overtime wages for work performed outside of normal working hours. Overtime will be paid in 1 hour increments, unless governed by another article in this contract. The hour will be automatically paid provided that a minimum of 15 minutes is worked into the overtime hour. If less than 15 minutes is worked, it shall be the Supervisor's discretion as to whether or not the hour is paid and shall be based on extenuating circumstances (i.e. employees worked through their meal period while on overtime). If this work is performed within three hours of the normal beginning of the workday, the Employer has the option of allowing the Employee to go home after 8 hours of work rather than paying overtime. Any other schedule change requests require a mutual agreement between the BBCWA and the Borough of Butler before they can be enforced.

Section 6

The Employer agrees to pay a minimum of three (3) hours overtime wages to any Employee who is called to work outside the normal work hours.

Section 7

When an Employee is called out to report for work more than one and one-half hours (1-1/2) prior to the start of his normal scheduled work day, the Employer will pay for a meal and provide time to eat it.

Section 8

When an employee is called out to report to work after 11PM and works a minimum of four (4) hours prior to the start of the next workday (7am), the Employer shall provide a (4) four hour re-coup time starting at the later of either the normal start time of 7am or (4) hours after completion of the callout. This re-coup is provided as a safety measure and as such must be used the day it is earned. There will be no banking of re-coup time, nor can the Employee elect to be paid in lieu of taking the re-coup time.

Section 9

The Employer agrees to pay double time to all Employees who work on Holidays.

Section 10

At the Employee's discretion and upon approval of the Department Head, he shall be given time off to compensate for overtime work in lieu of pay. Under no circumstances shall compensatory time be allowed to accumulate during a declared State of Emergency. Scheduling of usage of the time will be under the direction of the Department Head, or his designee. No more than 80 hours of compensatory time will be allowed to be accumulated in any year. Any compensatory hours in excess of 40 hours as of December 31st will be paid by the end of the following January at the hourly rate earned by the employee on December 31st of the year in which it was earned. All usage of compensatory time shall be scheduled at least 2 weeks in advance.

**ARTICLE V
ABSENCE OR LATENESS**

Any Employee who is unable to come to work or who knows that he will be late must notify the Department Head before the scheduled starting time. Not doing so may result in disciplinary action.

**ARTICLE VI
SECOND JOB**

A second job is defined as any work performed for an employer other than the Borough of Butler and on a regular basis on either a full or part-time schedule. Employees employed in a second job must report this to the Mayor and Council and must be available to respond to emergency situations as deemed necessary by the Department Head.

**ARTICLE VII
MANAGEMENTS RIGHTS**

Section 1.

It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough and, except as modified by this Agreement, to manage and direct the affairs of the Employees, and to fulfill its lawful obligation.

Section 2.

It is further understood and agreed that all rights of management are retained by the Employer, and except as modified by this Agreement, these rights include, but are not limited to:

- (A) Select and direct the Employees
- (B) Hire, promote, transfer and assign
- (C) Suspend, demote, discharge or take other disciplinary action for good and just cause
- (D) Establish work schedules, and manpower requirements, and establish and enforce existing and new rules and regulations not inconsistent with the terms of this Agreement.
- (E) Relieve Employees from duty because of lack of work or for other legitimate reasons.
- (F) Determine the work to be performed within the unit of Employees covered by this Agreement.

**ARTICLE VIII
MANAGEMENT RESPONSIBILITIES**

The Employer agrees to accept responsibility towards the Employees, granting Employees the right to:

- (A) Have the security of a good job at a fair pay.
- (B) Work in a pleasant, friendly atmosphere where they receive intelligent supervision and fair treatment.
- (C) Work under conditions and surroundings, which are clean, comfortable and safe.
- (D) Enjoy a measure of freedom from worry by a good plan of benefits for health, life insurance and retirement benefits.
- (E) The Employer shall furnish all necessary standard tools and equipment for all Employees to carry out their assigned tasks.
- (F) The determination of standard tools and equipment for assigned tasks shall be made by the Department Head.
- (G) The Employer shall provide legal defense for Employees as prescribed in Chapter 36, of the Code of the Borough of Butler adopted June 7, 1982.
- (H) The Employer will provide all necessary protective equipment as is now furnished such as rubber blankets, rubber gloves, rubber coats, rubber boots, rubber hoses, etc. including first-aid kits, first-aid blankets and fire extinguishers to all crews.

**ARTICLE IX
PERSONNEL POLICY**

The Employer agrees to abide by the following policies in dealing with the unit of Employees covered by this Agreement.

- (A) To select employees on the basis of their ability to meet the qualifications for the position, through the standard Civil Service procedures, without regard to race, religious creed, color, sex, national origin, ancestry or age.
- (B) To pay Employees fairly in relation to their position.

- (C) To respect the rights of each and every Employee and to treat them with courtesy, dignity and consideration.
- (D) To make prompt and fair adjustments of any personnel complaints which may arise.
- (E) To fill vacancies by promotion from within where possible through regular Civil Service procedures.
- (F) To do all things in a spirit of friendliness and cooperation so that the Borough of Butler will be a "better organization to work for".
- (G) To provide every help that can be given to Employees to retain and advance them.
- (H) No employee shall be required to perform any task with which he is not familiar without proper instruction and training under close supervision, and no employee shall be required to work on a complicated or hazardous job without a qualified assistant. Department Directors shall define "complicated" or "hazardous".
- (I) Part-time Telecommunicators shall only be entitled to those benefits listed in Section XXXIII of this contract. Wherever the term Telecommunicator is used in this contract it shall refer to full-time Telecommunicators unless Part-time Telecommunicators are specifically included in the language.
- (J) There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Association because of membership or activity in the Association.
- (K) All members of the Association shall have access to and shall be permitted to examine their own personnel file upon giving the Borough Administrator at least two working days advance notice.

ARTICLE X ORIENTATION

Section 1.

New Employees will be introduced to their new surroundings and the people they will be working with. The duties and responsibilities of their job will be listed and explained to them. A copy of this Agreement will be supplied to each new Employee covered within this Agreement's scope. Everything that can be provided to help them to succeed in their new position will be furnished through the training and guidance offered by their supervisors and co-workers.

Section 2.

Employees who have been promoted will have been selected for their positions because of their ability to excel in their former positions and to qualify through competitive tests. They will receive the same attention in their new position as a first time employee. They will be shown the most effective ways to handle their new responsibilities and duties. Consultation with the Department Head is available for any special problems that may arise.

ARTICLE XI EMPLOYEE RESPONSIBILITIES

Employees must be willing to make certain contributions to the Borough as follows:

- (A) They must realize that they are representatives of the Borough at all times, and their conduct should always reflect credit on themselves and the Borough.
- (B) They are expected to work diligently, with a sense of responsibility, cooperation and loyalty, because as individuals, they contribute to the Borough's continuing success.
- (C) Employees may not accept any gifts.
- (D) Personal mail should be sent to the home address to assure the most efficient use of our mail handling facilities. The same, general rule would apply to the use of telephones, unless there is an urgent need. If an emergency necessitates a toll call, the Department Head should be told so that the charge can be recorded.
- (E) Personal visitors are discouraged completely, unless absolutely necessary.

By meeting these few obligations, Employees help build a better future for themselves and the Borough.

ARTICLE XII NO STRIKE NO LOCKOUT

Section 1.

It is recognized that the need for continued and uninterrupted operations of the Borough's departments is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Accordingly, the parties hereto agree that there will not be and the Employees will not engage in, encourage, sanction or suggest strikes, slowdowns, job actions, mass resignations, mass absenteeism or interference with normal work performance.

Section 2.

The Employer shall have the right to discipline or discharge any Employee participating in any prohibited activity set forth in Section 1 of this Article.

Section 3.

The Employer, during the period of this agreement or extension thereof, shall not lock out Employees.

**ARTICLE XIII
SALARIES AND WAGES**

Section 1.

It is the policy of the Borough to provide a fair and equitable basis of payment for services rendered by each Employee. This policy is accomplished by the following salary guide. All Employees hired will start at Step One in the appropriate Grade unless the Employer offers a higher step based on experience. Each Employee not at the maximum of their Grade will move one step within that Grade upon completion of a full years' service until they reach the maximum pay for that Grade.

Employees receiving a promotion involving movement to a higher grade will be guaranteed a salary not less than that which they would be receiving or would receive, had they not taken the promotion.

**ARTICLE XIV
PERFORMANCE REVIEW**

Each Employee's performance shall be continuously monitored by the Department Head. The primary purpose of this is to develop an understanding as to how well each area of the Employee's responsibility is being done as compared with the performance expected under the Employee's job description. The performance review is an important element in the development of the individual Employee for achievement in his present position and in preparing for new or different responsibilities. Employees not meeting expectations shall be given a written review by the Department Head and shall be re-reviewed at six month intervals until performance meets expectations. Each Employee will receive a copy of the review form with a written summary of the areas that need improvement by the Department Head upon the completion of his review.

**ARTICLE XV
PROMOTIONS**

An Employee's past history, performance review, response to callouts and ability to meet the qualifications of a higher position through competitive examination, when necessary, shall determine his eligibility for promotion. As a matter of policy, the Borough fills vacancies from within when permissible to reward its' Employees, and to draw on background and experience.

If an Employee is promoted, he will receive a salary increase for the position he now holds. However, a probationary period of ninety (90) days will be required, during which his performance will be reviewed. If he proves himself and meets the challenge of the new position, he will be permanently appointed to that position. If by chance, his performance is unsatisfactory, he will be returned to his former position or one of equal rank. In this instance, his salary will be appropriately adjusted.

It must be noted that the probationary period starts after the actual appointment and completion of all necessary procedures. At times, it may be necessary to postpone the commencement of this period until all necessary details have been completed, even though he is already working in the position. In such instances, the Employee will be notified of the actual start of his working test period.

If the Employee is designated temporarily to work outside of his regular job classification as described in the appropriate job classification in a higher grade for as much as five (5) consecutive work days, he shall be paid for the period of that assignment the rate for that job.

ARTICLE XVI TRAINING AND SCHOOLING

Training and schooling is offered by the Borough to every Employee in order that each individual may be able to keep himself abreast of the current advances in technology and methods of operation and in order to allow each Employee who meets the requirements to successfully complete promotional examinations. This benefit is provided at no cost to any Employee who requests it. Such request will be submitted to the Borough Administrator for approval. If an Employee is approved to take the training or schooling that he has requested, the program he will participate in is paid for by the Borough and in addition to this, the Borough will also reimburse the Employee for any direct expenses connected with such training or schooling, not to exceed \$500.00 in any given year. The training must be job related. Requests exceeding \$500 must be approved by the Mayor and Council.

ARTICLE XVII TRANSFERS/ASSIGNMENTS

Section 1.

Transfers may be originated by the Borough or an Employee may request same. In either case, the transfer will be to an equal position for which the Employees capabilities and qualifications are most suited.

At times, a temporary transfer is necessary to meet certain needs of the Borough. Such transfers are never permanent and the Employee will always be returned to his permanent position.

Section 2.

An assignment to the position of Backup Licensed Operator can be made based upon the recommendation of the Water Treatment Superintendent and meeting all DEP requirements of a licensed Backup Operator (holding a minimum license of one level below the required license to operate the plant) after consultation with the Appointing Authority. This is an appointed at-will position and will carry a bi-weekly stipend of \$350. This stipend does not apply to the employee's hourly rate for determination of hourly salary or overtime salary. Assignment to this position can be changed whenever the Water Treatment Superintendent deems necessary for failure to perform to the expectations outlined in the Backup Licensed Operator Job Expectations description and upon removal of this assignment from an employee, the stipend goes away.

Section 3.

Up to 2 assignments to the position of Electric Crew Chief can be made by the Electric Superintendent with consent of the Borough Administrator. When assigned to this position, \$1.50 per hour will be added to the employee's hourly base rate. Assignment to this position can be changed whenever the Electric Superintendent deems necessary. Upon removal of this assignment from an employee, the stipend goes away.

ARTICLE XVIII SICK LEAVE

Section 1.

Sick leave is the absence of an Employee from work because of illness, accident, exposure to contagious disease, or attendance for a short period of time upon a member of the Employees immediate family (meaning a member of the household) who is seriously ill and requiring care or attendance of such Employee. A certificate of a reputable physician may be required as sufficient proof of the need for leave or leaves of absence of the Employee or the need of Employee's attendance upon a member of the Employees immediate family. Abuse of sick leave shall be cause for disciplinary action.

Section 2.

If an Employee is absent for reasons that entitle him to sick leave, he shall promptly notify the Department Head or his designated representative. Absences for five (5) consecutive days without notice shall constitute a resignation, unless for good cause shown such as inability to notify due to unusual circumstance the Employer waives this provision.

Section 3.

Sick leave shall be earned at the rate of one (1) working day per month for every month of service during the remainder of the first calendar year of service following permanent employment and fifteen (15) working days per year in every calendar year thereafter.

Section 4.

Under special circumstances, the Employee may be permitted by the Borough Administrator to use his vacation period to extend his sick leave if he does not have

enough days to cover the period of illness.

Section 5.

Any Employee who is absent on sick leave for more than three (3) consecutive days will be required to submit a physician's certificate as evidence substantiating the illness. The cost of obtaining the physicians certificate will be borne equally by the Employee and the Borough. An employee who is absent from work on sick leave on days consecutive to the start of a vacation or holiday, and/or the end of a vacation or holiday may be required to submit documentation to substantiate the illness. Failure to provide such documentation will result in the day(s) being taken as vacation or without pay.

Section 6.

In case of sick leave from exposure to contagious disease, a certificate from the Department of Health as designated by the Employer shall be required.

Section 7.

No payment shall be made for accrued sick time upon resignation or termination of an employee.

Section 8.

If an Employee becomes sick during his vacation time, he may notify his foreman of the situation and have his time charged off to his sick time and his vacation balance will not be deducted. Adequate evidence of illness must be provided to the Employer, in the form of a certification from a licensed physician.

Section 9.

The Borough will allow each Employee to have up to two (2) personal days a year chargeable to the current year's sick leave. Notice shall be given to the Division Head prior to the leave being taken. The employee shall not be unreasonably denied taking the day and shall not have any pre-notification time limits imposed on the use of their 2 personal days. If the days are not used as personal days, they will revert back to sick leave and accumulate as such.

Section 10.

The Borough shall furnish to each Employee documentation as to accrued sick leave on or about May 1 and October 1 of each year.

**ARTICLE XIX
WORKMAN'S COMPENSATION**

If an Employee sustains a job related injury which is recognized as such and covered by Workman's Compensation Insurance, the Borough shall insure payment of full salary to such Employee, for a period of up to one year or until such Employee is placed on

disability retirement, which ever first occurs. The Employees understand and agree that they may be required to make reimbursement to the Insurance carrier in the event of a third party action recovery, and that any such reimbursement will be in addition to pay over of Temporary Disability Benefits to the Employer. There shall be no charge to an Employee's sick leave in the event of a bonafide job related injury. The Employer shall have the right to require periodic medical examinations of Employee's on leave due to job related injuries. It is the responsibility of the employee to notify his or her supervisor immediately of any injury sustained on the job. Failure to notify the supervisor within 24 hours may result in the claim being denied.

ARTICLE XX DEATH IN FAMILY

Section 1.

Every Employee covered by this Agreement may, if he desires, be granted three (3) days leave with pay as needed in accordance with his work schedule upon the death of Employee's spouse, father, mother, sister, brother, children, parent-in-law, grandparents and blood relatives living in the Employee's household. Such leave, as needed, shall be from the date of death to and including the date of burial

Section 2.

Every Employee covered by this Agreement shall be granted one (1) day of leave with pay as needed in accordance with his work schedule to attend the funeral upon the death of a brother-in-law, sister-in-law, aunt, uncle or cousin.

Section 3.

In unusual circumstances, with good cause shown, the time off provided hereunder may be extended as needed upon approval of the Employer.

ARTICLE XXI HOLIDAYS

Section 1.

Holidays which are observed by the Borough of Butler are listed below:

| | |
|-----------------------------------|----------------------------------|
| One (1) day before New Year's Day | New Year's Day |
| Presidents Day | Good Friday |
| Memorial Day | Fourth of July |
| Labor Day | Veteran's Day |
| General Election Day | Thanksgiving Day |
| Day after Thanksgiving Day | One (1) day before Christmas Day |
| Christmas Day | |

In addition to the above, you are given one (1) "floating" holiday.

Section 2.

If a holiday happens to fall on a Saturday, it will be celebrated on the preceding Friday, and if on a Sunday, it will be observed on the Following Monday. If the day before New Year's Day or the day before Christmas Day falls on a Sunday they will be observed on the preceding Friday.

Section 3.

An employee must notify his Department Head of his intention to use his "floating" holiday at least one week prior to the day he wishes to have off.

Section 4.

To be paid for a holiday, you must be actively at work on the regularly scheduled day prior to and following the holiday. The only exception to this rule is if an Employee is observing such days as a vacation day, "floating" holiday, or can satisfactorily show that he or she was legitimately ill.

Section 5.

In the case of the Full-time Telecommunicators who work on holidays, the following options are offered in addition to this regular pay:

1. Telecommunicator works the holiday.

(A) They may elect to be paid for the holiday worked, in which event he/she shall be compensated at the regular hourly rate. He/she may request the payment be made in the next payroll following the holiday or to accumulate the holidays and be paid for them by December 1st of each year

Or

(B) He/she may elect to take a compensatory day off at straight time, the scheduling of which will be approved by the Department Head.

2. Telecommunicator was not scheduled to work the holiday.

He/she will be paid 12 hours straight time for the holiday. He/she may request the payment be made in the next payroll following the holiday or to accumulate the holidays and be paid for them by December 1st of each year

3. Floating Holidays

Telecommunicator may take the floating holiday off or request to be paid 12 hours straight time by December 1st of each year.

ARTICLE XXII VACATIONS

Section 1.

Vacation eligibility: (Only Full-time employment counts towards years of service)

- (A) Up to one year of service, vacation shall be earned at the rate of one day per month of service, which vacation shall be taken not sooner than six (6) months after date of hire.
- (B) Twelve (12) days per year from one through ten complete years of employment
- (C) Fifteen (15) days per year after ten complete years of employment through fifteen complete years of employment
- (D) Twenty (20) days per year after fifteen complete years of employment; and thereafter, one additional vacation day per year, for each complete year of employment after fifteen complete years, up to a maximum vacation entitlement of thirty (30) days per year.

Section 2.

Vacation leave may be accumulated for a two year period. Additionally, if the Department Head determines that accrued leave cannot be taken due to pressure of work, or for Employees hired after July 1st of that year, the unused vacation shall accumulate and shall be granted during the next two succeeding calendar years. There shall be no payment for accumulated vacation time, except in the case of separation from employment as hereinafter provided.

Section 3.

An Employee who resigns from employment with the Borough in good standing shall be entitled to all earned vacation allowance for the previous year. Payment for unused vacation from the prior year shall be based on salary earned in the prior year. The Borough will pay the spouse of a deceased Employee unused/accrued vacation leave.

Section 4.

It shall be the responsibility of the Employer to determine the scheduling of an Employee's vacation, consistent with the needs of the departments. Employees shall submit their requests for vacation at least two weeks prior to the dates they wish to have off. The Employer agrees to give reasonable consideration to an Employee's choice of vacation dates. When conflicts in choice of dates occur, preference will be given to the earliest request. In the event that requests are submitted on the same date, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 5.

Sick slip/vacation slip forms shall be submitted by the Employee in triplicate, one copy going to the Payroll Department, one copy to the Department and one copy being retained by the Employee. A list of available remaining days will be supplied to the Employee by the Employer on or about May 1st and October 1st.

Section 6.

The Borough shall furnish to each Employee documentation as to accrued vacation leave on or about May 1 and October 1 of each year.

**ARTICLE XXIII
LEAVE OF ABSENCE**

In valid circumstances, a request for a leave of absence without pay may be granted by the Mayor and Council for a period not to exceed six (6) months.

If an employee requires a leave of absence, they must consult the Department Head who will assist in the necessary procedures to request the leave.

When on approved leave of absence, an employee will be reinstated without loss of status or seniority.

**ARTICLE XXIV
MILITARY LEAVE**

Permanent Employees who must fulfill their service obligations are granted military leave.

During the terms of such service, permanent Employees are considered to be on approved military leave of absence and upon completion, are eligible for reinstatement as prescribed by Federal Statutes granting reemployment rights which insure full service credits for retirement, life insurance, vacations, or other like benefits. Application for reinstatements must be made within ninety (90) days after discharge from active service.

During annual encampments or other service which requires short-term tours of duty, regular Employees who are members of the Reserve Forces, the National Guard or similar recognized organizations will receive regular pay for periods not exceeding two weeks. Such approved leaves of absence are in addition to, and do not affect the Employees regular vacation.

**ARTICLE XXV
JURY DUTY**

An Employee who serves on a duly constituted jury or as a panel member in the formation of such jury will be paid his regular salary during such service and sign over to the Borough any compensation received for said jury duty, excluding travel expense.

**ARTICLE XXVI
LONGEVITY**

In addition to base pay, Employees shall be entitled to compensation for longevity of service based upon the anniversary date of employment, in accordance with the following schedule:

| <u>Length of Service</u> | <u>Annual Entitlement</u> |
|--|---------------------------------|
| After five (5) complete through ten (10) complete years of full-time employment | Two percent (2%) of base pay |
| After ten (10) complete through fifteen (15) complete years of full-time employment | Four percent (4%) of base pay |
| After fifteen (15) complete through twenty (20) complete years of full-time employment | Six percent (6%) of base pay |
| After twenty (20) complete years of full-time employment | Eight per cent (8%) of base pay |

Longevity shall be paid twice a year, one-half on June 1st and one-half on December 1st of each year, but shall not be considered part of base pay. If the anniversary date of employment falls on or after July 1st, longevity compensation shall not commence until the following January 1st.

**ARTICLE XXVII
INSURANCE**

1. Hospitalization and Prescription

Employees shall receive medical, prescription and hospitalization coverage in accordance with the NJ State Health Benefits Plan (SHBP) or equivalent. Contributions toward medical shall be made in accordance with applicable NJ State Law.

2. Dental

Dental shall be in accordance with the IDA Dental plan or equivalent. The annual limit will be increased from \$1000 to \$2000 per year beginning in 2014.

3. Disability

The Borough agrees to participate in the New Jersey State Temporary Disability Program

**ARTICLE XXVIII
GRIEVANCE PROCEDURE**

Section 1.

The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Employees as quickly as possible so as to insure efficiency and promote the Employee's morale.

Section 2.

A grievance is defined as any disagreement between the Employer and the Employees, involving the interpretation or application of a regulation, violation of agreements or suspension and shall be filed within ten (10) working days of the Employees knowledge.

Section 3.

All grievances shall be processed as follows:

- (a)** They shall be discussed with the Employee(s) involved and the Employees representative with the immediate superior designated by the Department Head. The answer shall be made within ten (10) days by such immediate superior to the Employees.
- (b)** If the grievances are not settled through Step (a), the same shall be reduced to writing by the Employee or Employees and submitted to the Department Head, or any person designated by him. The grievance shall state the date of the occurrence, the pertinent facts, the clauses in the contract, ordinances, rules and regulations or statute that are alleged to have been violated, how the provision was violated, and the remedy being sought. The answer to such grievance shall be made in writing with a copy to the Employee or Employees within ten (10) days of their submission.
- (c)** If the grievances are not settled by Steps (a) and (b) then the Employee or Employee(s) shall have the right to submit such said grievance to the Borough Administrator, stating the reasons that the grievant disagrees with the Department Head's or his designee's decision. A written answer to said grievance shall be served upon the individual and the Grievance Committee within ten (10) calendar days after submission.
- (d)** If the Grievances are not settled by Steps (a), (b) and (c) then the Employee or Employees shall have the right to submit said grievance to the Mayor and Council, stating the reasons that the grievance disagrees with the Administrators and Department Head's decision. A written answer to said

grievance shall be served upon the individual and the Union Grievance Committee within ten (10) calendar days after submission.

Section 4.

If the grievances are not settled by Steps (a), (b) and(c), then the Employee or Employee(s), within ten (10) working days after written decision (Step c), shall have the right to submit only such grievance which are claimed violations, misinterpretations, or misapplication of the terms of this agreement and the referenced policies herein contained directly affecting the Employee and Employee(s) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The arbitrator appointed shall have full power to hear the grievance and make a final decision which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies herein contained. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties.

Section 5.

Nothing herein shall prevent any Employee from processing his own grievance, providing the Employee and the representatives may be present.

Section 6.

If an Employee elects to appeal a suspension of more than five (5) days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.

Section 7.

Grievances must be initially filed within ten (10) days of the incident, or the Employee's knowledge of such incident.

Section 8.

Representatives of the Employees, consisting of officers and/or persons involved (maximum 3), shall be afforded time-off with pay when such time-off is needed to pursue the rectification of legitimate grievance beyond Steps (a), (b) and (c).

Section 9.

Awards made in grievance cases involving wages shall be made retroactive to the date on which the grievance was first officially presented to the Employer.

**ARTICLE XXIX
SAFETY**

The provisions of this Agreement incorporate herein all Federal and State safety regulations, whether by statute or administrative rule, as they may be applicable to municipalities and local safety regulations which may apply.

Vehicles, equipment and facilities must be maintained in a safe and sanitary condition. If

any Employee believes that he is being required to work under unsafe conditions, the Employee may notify the foreman, who will immediately investigate the condition and correct it within the scope of his authority. If the condition is outside of the foreman's authority, he will prepare a memorandum before the end of the day stating the condition and his findings and refer it to the Department Head who will respond accordingly within the next work day. If the Employee is not satisfied that this condition is corrected, he may pursue it further as a grievance.

The Employer shall have all rubber gloves and sleeves, all hoses, hoods and blankets tested in accordance with Occupational Safety and Health Administration (OSHA) standards.

All Borough vehicles utilized by the Employees in the course of their duties will be inspected in accordance with NJ Motor Vehicle Laws.

The Employees of the Electric Department and the Employer shall abide by the safety rules published in the American Public Power Association Safety Manual for an Electric Utility 14th Edition, or latest edition.

The Employees of the Water Department and the Employer shall abide by the safety book published by the American Water Works Association.

The Employer shall attempt to institute the use of a safety manual for all other Departments as well.

All employees shall be responsible for wearing proper safety equipment while performing their job. This includes, but is not limited to safety glasses or goggles, gloves and necessary safety equipment relevant to the job they are performing. In the event a piece of safety equipment needs to be replaced, it shall be the responsibility of the employee to notify his supervisor in writing.

The Employer agrees to provide all foul weather gear, including raincoats and boots.

ARTICLE XXX PAYDAY

All Employees shall be paid their salary on Thursday of every other week. Any overtime pay that is due up to the preceding Friday will be included in this check.

The paycheck voucher will itemize certain amounts deducted regularly from earnings. Certain of these are required by law - Federal Income Tax and Social Security withholding, etc. The amount of income tax withheld is based upon the employees W-4 form. Deductions are also made, as authorized by law to cover contributions towards the cost of insurance, retirement, and other benefit plans.

Employees shall be given in advance the pay due on the pay days falling within their vacation period if desired.

ARTICLE XXXI MISCELLANEOUS

Section 1.

The Employer agrees to provide identification cards for all Employees covered by this Agreement.

Section 2.

All Employees covered by this Agreement shall continue to retain their rights under the rules and regulations of Civil Service of the State of New Jersey.

Section 3.

All non-electric line employees must wear standardized clothing as follows:

A winter jacket, hat, T-shirt, golf shirt, long sleeve shirt (for Telecommunicators only) or sweatshirt - all of which indicate "Borough of Butler." No modification to clothing as indicated will be allowed. The Borough will purchase for each employee one winter jacket, 5 hats, 5 T-shirts and 5 sweatshirts. Full time Telecommunicators will receive only the 5 T-shirts and 5 long sleeve shirts. Part time Telecommunicators will receive 3 T-shirts and 3 long sleeve shirts. New employees will receive these items after their 90 day probation period. Clothing Allowance is \$400 and vouchers must be submitted for reimbursement.

Section 4.

All electric personnel exposed to energized conductors must wear Flame Retardant(FR) clothing at all times. An annual maintenance account in the amount of \$700 will be designated for each employee and shall be used for acquiring replacement items from the choice of items specified by the employer as necessary. Any unused money will be forfeited and can not be carried to the next year. It shall be the responsibility of the employee to maintain their FR clothing in accordance with the manufacturers standards. Failure to wear proper FR clothing will result in the employee being sent home without pay until the proper clothing is worn by the employee.

New employees in the electric utility will be issued an FR clothing account in the amount of \$700 after their 90 day probationary period.

Section 5.

Every on-the-job accident must be reported to the Department Head immediately, or before the end of the day, who will then take the necessary action. The procedures outlined by the Morris County Joint Insurance Fund for Worker's Compensation claims will be followed. Failure to report the injury on the day it occurred may result in denial of the claim.

Section 6.

It is necessary that personnel records be kept up-to-date continuously. An employee must notify his Department Head and the Payroll Department if there is a change that would affect status with respect to insurance, taxes, military service and like matters, including change of name, marital status, the number of dependents, address or telephone number.

Section 7.

An Employee who is subpoenaed as a witness to an incident, which incident was witnessed by the Employee during the performance of his duties will be paid his regular salary during such time required away from work caused by the subpoena. Such time will not be deducted from the Employees available leave balances.

Section 8.

The Employer agrees to replace, at a cost not to exceed seventy-five (\$75.00) dollars, on one occasion per year, eyeglasses broken while performing ones duties. The Employer agrees, in addition to the aforesaid \$75.00, to reimburse Employees a maximum of \$400 for eyeglasses and examination or treatment of eye conditions per family.

Section 9.

The Employer further agrees to recognize the Employees exclusive right to a dues check-off system within the unit of Employees covered by this Agreement.

Section 10.

The Employee may accumulate "Floating" holidays not taken over a maximum period of two years.

Section 11.

The Employer agrees to provide coffee for Employees required to work overtime in emergency conditions (e.g., plowing and sanding roads, electric, water or sewer line repairs). Coffee will be provided for every two (2) continuous hours of overtime worked.

Section 12.

Employees shall be reimbursed within twenty-four (24) hours for the necessary traveling expenses or any other expenses incurred while engaged on Borough duties.

Section 13.

An emergency is defined as an unforeseen circumstance or condition which threatens interruption of service or imperils the safety of people or loss of property. The cause may be fire, floods, a winter storm, acts of God, acts of Government, breakdown of machinery or unforeseen human failure that cannot be planned for in advance.

Section 14.

The Employee agrees to give the Borough 180 days notice of retirement.

Section 15.

All employees working in the DPW and Electric Department that drive Borough vehicles must obtain a CDL within 1 year of employment or they will be dismissed from employment with the Borough. Employees currently in these departments that drive vehicles without CDL licenses will be given until December 31, 2017 to obtain their CDL.

**ARTICLE XXXII
PART-TIME TELECOMMUNICATORS**

This Article covers all benefits for part-time Telecommunicators. This Article shall take effect January 1, 2002 and there shall be no claims by any employee for benefits earned prior to January 1, 2002.

For sections in this Article that are based on the number of hours worked in a calendar year, the calculation of hours will be performed by January 15th of the year following when the work was performed. The benefit shall be used during the year following when it was earned. For example, if a part-time Telecommunicator works 150 hours in 2002, they will be entitled to a \$50 clothing allowance which must be used in 2003.

Section 1.

Part-time Telecommunicators shall be paid regular time for the hours they work. If they work a shift of twelve (12) hours or longer, they shall be paid one (1) additional hour to compensate for their lunch period.

Section 2.

Part-time Telecommunicators shall be compensated for any overtime worked in excess of 12 hours per shift at the rate of one and one-half (1-1/2) times their basic hourly rate of pay.

Section 3.

All Holidays listed in Section 1 of Article XXI will be paid at regular time if they are worked by a part-time Telecommunicator with the exception of the following three (3) holidays which will be paid at double time when they are worked:

New Year's Day
Fourth of July
Christmas Day

Section 4.

Clothing Allowance shall be paid according to the following:

| | |
|---|-------|
| Less than 100 hours worked in a calendar year | \$0 |
| 100 - 500 hours worked in a calendar year | \$50 |
| 500-1000 hours worked in a calendar year | \$100 |
| Over 1000 hours worked in a calendar year | \$200 |

Vouchers and receipts must be submitted to receive reimbursement.

Section 5.

Vacation shall be accrued according to the schedule in Article XXII of this agreement. Actual time earned will be prorated according to the following formula:

$$\frac{(\text{\# of hours worked in calendar year})}{2080 \text{ hours}} \times (\text{Vacation eligibility from XXII Section I})$$

A minimum of 100 hours must be worked in a calendar year in order to count as a year of service for the purposes of determining Vacation eligibility.

Section 6.

Sick Leave shall be earned at the rate of 15 days per year on a pro-rated basis. Actual time earned will be prorated according to the following formula:

$$\frac{(\text{\# of hours worked in calendar year})}{2080 \text{ hours}} \times (15 \text{ days}) = \text{Number of sick days earned}$$

Sick leave is the absence of an Employee from scheduled work because of illness or accident. If an employee is found to have abused sick time (i.e. used it for purposes other than illness) they will not be paid for the time requested and shall be barred from signing up for work shifts for a period of one month.

**ARTICLE XXXIII
FULL-TIME TELECOMMUNICATORS**

All items in this Article pertain to full-time Telecommunicators only and supercede similar language in other Articles of this contract.

- A. Normal Hours of work for a Telecommunicator shall be on a rotating 12 hours shift basis. This will include weekends as part of their normal rotation. The schedule shall be determined by the Department Head. Any permanent changes in shift start times shall be given to the Telecommunicators at least 6 months in advance of the schedule change unless the Telecommunicators agree to change the permanent shift start times with less notice. Changes to the schedule with less

than 6 months' notice can be made by the Department Head to cover issues such as vacations, prolonged absences, or other situations that may arise.

- B. In lieu of their lunch period, Telecommunicators, shall receive an additional hour of compensation for each 12 hour shift worked.
- C. Full-time telecommunicators shall be compensated at time and one-half for any hours worked in excess of 12 continuous hours. In lieu of time and one-half, they may elect to take the overtime as time-off during a future regularly scheduled shift.
- D. Telecommunicators, as applicable, shall be entitled to Garcia days if their schedule meets the criteria set forth by the Garcia Law.
- E. As a further point of clarification regarding holidays, dispatchers are not required to work the day preceding or following a holiday if they were normally scheduled off for those days. If they call-out sick for either the day preceding or day following a holiday, normal rules apply.
- F. The Employer agrees to pay a minimum of one (1) hour of overtime wages for any work performed outside of normal working hours that is contiguous to the start or finish of a normally scheduled shift.
- G. At the Employee's discretion and upon approval of the Department Head, they shall be given time off to compensate for overtime work in lieu of pay. Under no circumstances shall compensatory time be allowed to accumulate during a declared State of Emergency. Scheduling of usage of the time will be under the direction of the Department Head, or his designee. No more than 80 hours of compensatory time will be allowed to be accumulated in any year. Any compensatory hours in excess of 40 hours as of December 31st will be paid by the end of the following January at the hourly rate earned by the employee on December 31st of the year in which it was earned. All usage of compensatory time shall be scheduled at least 2 weeks in advance.
- H. The Employer agrees to pay a minimum of three (3) hours overtime wages to any employee who is called to work outside their normally scheduled work hours.
- I. After sixteen (16) hours of consecutive overtime work (paid at time and one-half), a Telecommunicator shall be compensated at a rate of two (2) times the regular hourly rate.
- J. Vacation and sick days for full-time Telecommunicators will be 12 hours in duration.

ARTICLE XXXIV RETIREMENT

The benefits listed in this section only apply to an employee that is retiring from service with the Borough of Butler in accordance with the definition of retirement as provided by the Public Employees Retirement System (PERS) and in good standing at the time of such retirement. Deferred retirements do not qualify for the benefits listed in this section.

Section 1.

The Employer agrees to pay for unused sick leave upon retirement at the option of the Employee, who may choose one of the following three options:

- (1) at the rate of 80% unused sick leave to a maximum of eight thousand (\$8,000.00) dollars, or
- (2) at the rate of 60% of unused sick leave to a maximum of ten thousand (\$10,000.00) dollars, or
- (3) at the rate of 40% of unused sick leave to a maximum of fifteen thousand (\$15,000.00) dollars: provided the following requirements are met with either option:
 - a. The Employee must have had at least twenty (20) years of consecutive service with the Borough of Butler in order to qualify under the provisions of this section.
 - b. The Employee agrees to give the Borough one hundred and eighty (180) days notice on retirement.
 - c. The Borough will pay the spouse of a deceased Employee unused/accrued sick leave according to the terms of this section.

Section 2.

An Employee who retires from employment with the Borough in good standing shall be entitled to all earned vacation allowance for the previous year. Payment for unused vacation from the prior year shall be based on salary earned in the final year. The Borough will pay the spouse of a deceased Employee unused/accrued vacation leave.

Section 3.

The Borough agrees to pay for hospitalization and medical insurance in accordance with State Law for the employee and spouse upon an employees retirement, provided that the Employee has completed a minimum of twenty (20) years of continuous full-time service with the Borough.

The Borough agrees to pay for hospitalization and medical insurance in accordance with State Law for the employee and family upon an employees retirement, provided that the Employee has completed a minimum of twenty-five (25) years of continuous full-time service with the Borough.

A surviving family will receive medical benefits if an employee dies after 25 years of full-time service with the Borough.

Differences in prescription co-pays between retired and active employees can be submitted to the Borough by the retiree for reimbursement.

ARTICLE XXXV DURATION

Section 1.

This agreement constitutes the entire collective negotiation agreement between the parties and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective negotiations leading to the signing of this Agreement.

Section 2.

This Agreement shall become effective from January 1, 2017 through December 31, 2019. If either party desires to modify or terminate this Agreement, it shall furnish written notice to the other party not later than one-hundred twenty (120) days prior to the expiration date herein above set forth. In the event no such notice is provided this Agreement shall continue in effect for additional terms of one year until such time as appropriate notice is given.

Borough of Butler
Blue Collar Union Agreement
Hourly Pay Scales for the Contract Period January 1, 2017 through December 31, 2019

| Step/ Year | GRADE | | | | | | | | | | | | | |
|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | A | AA | B | C | D | DA | E | F | G | GA | H | I | J | K |
| 1 | | | | | | | | | | | | | | |
| 2016 | 21.30 | 18.36 | 30.86 | 35.83 | 35.83 | 27.74 | 29.00 | 41.00 | 28.51 | 20.51 | 30.86 | 22.01 | 30.85 | 41.63 |
| 2017 | 21.30 | 18.36 | 30.86 | 35.83 | 35.83 | 27.74 | 29.00 | 41.00 | 28.51 | 20.51 | 30.86 | 22.01 | 30.85 | 41.63 |
| 2018 | 21.30 | 18.36 | 30.86 | 35.83 | 35.83 | 27.74 | 29.00 | 41.00 | 28.51 | 20.51 | 30.86 | 22.01 | 30.85 | 41.63 |
| 2019 | 21.30 | 18.36 | 30.86 | 35.83 | 35.83 | 27.74 | 29.00 | 41.00 | 28.51 | 20.51 | 30.86 | 22.01 | 30.85 | 41.63 |
| 2 | | | | | | | | | | | | | | |
| 2016 | 22.96 | 20.06 | 32.32 | 37.62 | 37.62 | 29.19 | 30.50 | 42.50 | 29.95 | 21.71 | 32.32 | 23.22 | 32.32 | 43.54 |
| 2017 | 22.96 | 20.06 | 32.32 | 37.62 | 37.62 | 29.19 | 30.50 | 42.50 | 29.95 | 21.71 | 32.32 | 23.22 | 32.32 | 43.54 |
| 2018 | 22.96 | 20.06 | 32.32 | 37.62 | 37.62 | 29.19 | 30.50 | 42.50 | 29.95 | 21.71 | 32.32 | 23.22 | 32.32 | 43.54 |
| 2019 | 22.96 | 20.06 | 32.32 | 37.62 | 37.62 | 29.19 | 30.50 | 42.50 | 29.95 | 21.71 | 32.32 | 23.22 | 32.32 | 43.54 |
| 3 | | | | | | | | | | | | | | |
| 2016 | 24.96 | 21.06 | 34.00 | 39.45 | 39.45 | 31.00 | 34.00 | 44.00 | 31.37 | 23.10 | 34.00 | 24.43 | 34.00 | 45.69 |
| 2017 | 24.96 | 21.06 | 34.00 | 39.45 | 39.45 | 31.00 | 34.00 | 44.00 | 31.37 | 23.10 | 34.00 | 24.43 | 34.00 | 45.69 |
| 2018 | 24.96 | 21.06 | 34.00 | 39.45 | 39.45 | 31.00 | 34.00 | 44.00 | 31.37 | 23.10 | 34.00 | 24.43 | 34.00 | 45.69 |
| 2019 | 24.96 | 21.06 | 34.00 | 39.45 | 39.45 | 31.00 | 34.00 | 44.00 | 31.37 | 23.10 | 34.00 | 24.43 | 34.00 | 45.69 |
| 4 | | | | | | | | | | | | | | |
| 2016 | 27.28 | 22.74 | 35.50 | 41.31 | 41.31 | 32.57 | 37.50 | 47.50 | 32.88 | 24.49 | 35.50 | 25.63 | 35.50 | 46.99 |
| 2017 | 28.23 | 23.54 | 36.74 | 42.76 | 42.76 | 32.57 | 37.50 | 47.50 | 34.03 | 25.35 | 36.74 | 26.53 | 36.74 | 46.99 |
| 2018 | 29.08 | 24.24 | 37.84 | 44.04 | 44.04 | 32.57 | 37.50 | 47.50 | 35.05 | 26.11 | 37.84 | 27.32 | 37.84 | 46.99 |
| 2019 | 29.81 | 24.85 | 38.79 | 45.14 | 45.14 | 32.57 | 37.50 | 47.50 | 35.93 | 26.76 | 38.79 | 28.01 | 38.79 | 46.99 |
| 5 | | | | | | | | | | | | | | |
| 2016 | | | | | | 34.38 | 39.00 | 50.00 | | | | | | 48.27 |
| 2017 | | | | | | 35.58 | 40.37 | 50.00 | | | | | | 49.96 |
| 2018 | | | | | | 36.65 | 41.58 | 50.00 | | | | | | 51.46 |
| 2019 | | | | | | 37.57 | 42.62 | 50.00 | | | | | | 52.74 |
| 7 | | | | | | | | | | | | | | |
| 2016 | 29.28 | 23.88 | 37.36 | | | 37.09 | | | | 26.54 | | | 37.36 | |
| 2017 | 30.30 | 24.72 | 38.67 | | | 38.39 | | | | 27.47 | | | 38.67 | |
| 2018 | 31.21 | 25.46 | 39.83 | | | 39.54 | | | | 28.29 | | | 39.83 | |
| 2019 | 31.99 | 26.09 | 40.82 | | | 40.53 | | | | 29.00 | | | 40.82 | |
| 10 | | | | | | | | | | | | | | |
| 2016 | 32.89 | 26.16 | 39.22 | | | 38.90 | | | | 30.16 | | | 39.22 | |
| 2017 | 34.04 | 27.08 | 40.59 | | | 40.26 | | | | 31.22 | | | 40.59 | |
| 2018 | 35.06 | 27.89 | 41.81 | | | 41.47 | | | | 32.15 | | | 41.81 | |
| 2019 | 35.94 | 28.59 | 42.86 | | | 42.51 | | | | 32.96 | | | 42.86 | |

Notes

- (1) Step K will be granted as the Council deems necessary. Step movement will be negotiated at the time of appointment.
 - (2) To advance from DA2 to DA3, a diesel certification is required.
 - (3) E1 is an entry level operator (no license), E2 is E1 plus 1 year in the water plant, E3 requires a T1 license, E4 requires a T2 license, E5 is E4 plus 1 year.
 - (4) F1 is granted when a T3 license has been obtained, F2 is F1 plus 1 year plus ICS 100 & ICS 200, F3 is a F2 plus one year plus ICS700 & ICS 800, F4 is granted when a T4 license is obtained, F5 is granted upon obtaining T4 & N2 Licenses
 - (5) For each of the following licenses, \$2,000 per year will be added to the base salary of those employees obtaining and maintaining the licenses. Failure to maintain the license will result in removal of this money. The qualifying licenses are W1, W2, C1 and C2.
- | | | |
|--|--|---|
| A - Laborer | E - Water Treatment Plant Operator | H - Senior Dispatcher |
| AA - Laborer hired after 1/1/11 | F - Sr. Water Treatment Plant Operator | I - Building Maintenance Worker |
| B - Public Works Repairer | G - Dispatcher | J - Maintenance Repairer |
| C - Sr. Public Works Repairer | GA - Dispatcher hired after 1/1/08 | K - Assistant Public Works Superintendent |
| D - Diesel Mechanic | | |
| DA - Mechanic/Diesel Mechanic hired after 1/1/08 | | |

Borough of Butler
Blue Collar Union Agreement
Hourly Pay Scales for the Contract Period January 1, 2017 through December 31, 2019

| Step/ Year | GRADE | | | | | | | | | |
|---------------|-------|-----------|-------|-----------|-------|-------|-------|-------|-------|-------|
| | A | AA | B | C | D | E | F | G | H | HA |
| 1 | | | | | | | | | | |
| 2016 | 21.30 | 18.36 | 29.96 | 35.40 | 42.28 | 27.38 | 35.83 | 47.28 | 28.51 | 27.38 |
| 2017 | 21.30 | 18.36 | 29.96 | 35.40 | 42.28 | 27.38 | 35.83 | 47.28 | 28.51 | 27.38 |
| 2018 | 21.30 | 18.36 | 29.96 | 35.40 | 42.28 | 27.38 | 35.83 | 47.28 | 28.51 | 27.38 |
| 2019 | 21.30 | 18.36 | 29.96 | 35.40 | 42.28 | 27.38 | 35.83 | 47.28 | 28.51 | 27.38 |
| 2 | | | | | | | | | | |
| 2016 | 22.96 | 20.06 | 31.42 | 37.14 | 44.35 | 28.59 | 37.62 | 49.42 | 29.95 | 28.59 |
| 2017 | 22.96 | 20.06 | 31.42 | 37.14 | 44.35 | 28.59 | 37.62 | 49.42 | 29.95 | 28.59 |
| 2018 | 22.96 | 20.06 | 31.42 | 37.14 | 44.35 | 28.59 | 37.62 | 49.42 | 29.95 | 28.59 |
| 2019 | 22.96 | 20.06 | 31.42 | 37.14 | 44.35 | 28.59 | 37.62 | 49.42 | 29.95 | 28.59 |
| 3 | | | | | | | | | | |
| 2016 | 24.96 | 21.06 | 32.91 | 38.94 | 45.56 | 29.79 | 39.45 | 50.72 | 31.37 | 29.79 |
| 2017 | 24.96 | 21.06 | 32.91 | 38.94 | 45.56 | 29.79 | 39.45 | 50.72 | 31.37 | 29.79 |
| 2018 | 24.96 | 21.06 | 32.91 | 38.94 | 45.56 | 29.79 | 39.45 | 50.72 | 31.37 | 29.79 |
| 2019 | 24.96 | 21.06 | 32.91 | 38.94 | 45.56 | 29.79 | 39.45 | 50.72 | 31.37 | 29.79 |
| 4 | | | | | | | | | | |
| 2016 | 27.28 | 22.74 | 34.58 | 42.78 | 46.77 | 31.00 | 41.31 | 52.00 | 32.88 | 31.00 |
| 2017 | 27.28 | 22.74 | 35.79 | 44.28 | 46.77 | 32.09 | 42.76 | 53.82 | 34.03 | 32.09 |
| 2018 | 27.28 | 22.74 | 36.86 | 45.61 | 46.77 | 33.05 | 44.04 | 55.43 | 35.05 | 33.05 |
| 2019 | 27.28 | 22.74 | 37.79 | 46.75 | 46.77 | 33.87 | 45.14 | 56.82 | 35.93 | 33.87 |
| 5 | | | | | | | | | | |
| 2016 | 29.28 | 23.88 | | | 49.41 | | | | | |
| 2017 | 29.28 | 24.71 | | | 51.14 | | | | | |
| 2018 | 29.28 | 25.45 | | | 52.67 | | | | | |
| 2019 | 29.28 | 26.09 | | | 53.99 | | | | | |
| 6 | | | | | | | | | | |
| 2016 | 31.08 | | | | | | | | | |
| 2017 | 31.08 | | | | | | | | | |
| 2018 | 31.08 | | | | | | | | | |
| 2019 | 31.08 | | | | | | | | | |
| 7 | | | | 7 | | | | | | |
| 2016 | 32.89 | | | 44.42 | | | | | | |
| 2017 | 34.04 | | | 45.97 | | | | | | |
| 2018 | 35.06 | | | 47.35 | | | | | | |
| 2019 | 35.94 | | | 48.54 | | | | | | |
| 10 | | 10 | | 10 | | | | | | |
| 2016 | | 25.65 | | 46.28 | | | | | | |
| 2017 | | 26.55 | | 47.90 | | | | | | |
| 2018 | | 27.34 | | 49.34 | | | | | | |
| 2019 | | 28.03 | | 50.57 | | | | | | |

A - Groundhand
AA-Groundhand hired after 1/1/11
B - Lineworker Helper
C - Lineworker
D - Sr. Lineworker
E- Electric Mechanic
F- Sr. Electric Mechanic
G - Supervising Lineworker
H - Meter Reader
HA - Meter Reader hired after 1/1/08

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by its duly authorized representatives this _____ day of _____, 2016

The Borough of Butler

By: _____
Robert W Alviene, Mayor

Attest:

Mary A. O'Keefe, Municipal Clerk

The Butler Blue Collar Workman's Association

By: _____
President

Attest:

Secretary