

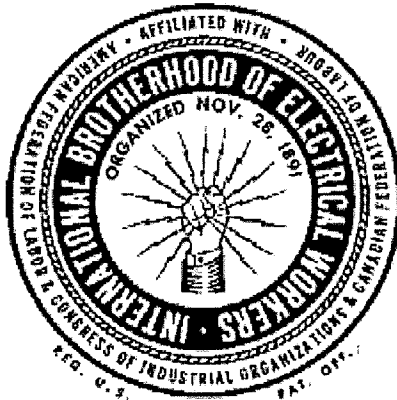
# **CONTRACT AGREEMENT**

between

the

**BOROUGH  
OF  
EPHRATA**

and



## **IBEW LOCAL 1600**

January 1, 2017 – December 31, 2021

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## **ARTICLE 1**

### **PREAMBLE**

This Collective Bargaining Agreement (hereinafter "Agreement"), represents the entire Agreement concerning the terms and conditions of employment for the employees identified in Article IV of this Agreement and was reached as a result of collective bargaining between Local Union 1600, International Brotherhood of Electrical Workers, (hereinafter "Union") and the Borough of Ephrata (hereinafter "Borough"), in accordance with the requirements of Act 195 of 1970.

The parties agree to abide by all applicable Federal, state and local laws. If any provision of this agreement is or becomes illegal under any law or government regulation, or if any law or government regulation makes illegal the performance of any provision or a portion of this Agreement, the Borough and the Union shall negotiate for a new agreement provision to replace the provision deemed illegal.

## **ARTICLE 2**

### **PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Borough and its employees, to establish wages, hours and other conditions of employment and benefits for the term of this Agreement and to protect the interests of the Borough as the Municipal Employer responsible for the safety and welfare of citizens and property in the community. The Borough and the Union pledge their cooperation to work together under this Agreement in order to insure continued improvement and efficiency of services to the citizens of Ephrata Borough. This Agreement shall apply uniformly to all employees who are members of the bargaining unit.

**ARTICLE 3**  
**TERM OF AGREEMENT**

This Agreement shall be effective as of **January 1, 2017** and shall remain in full force and effect up to and including **December 31, 2021** and shall renew itself from year to year thereafter, unless one of the parties shall serve written notice on the other, in accordance with the requirements of Act 195, of its desire to terminate, modify or amend this Agreement.

**ARTICLE 4**  
**RECOGNITION**

The Union is recognized as the exclusive representative for collective bargaining purposes under Act 195 of 1970 for employees within the classifications established by certification of the Pennsylvania Labor Relations Board in case number PERA-R-13,318-C dated March 4, 1980. This Agreement pertains only to the classifications falling within the above certification and when the term “employee” is used herein, it refers only to those persons falling within the classification within the above certification. The job classifications covered hereunder shall be those listed in Job Classification Index. Any changes in existing classifications, additions or deletions to this list shall be mutually agreed upon between the Borough and the Union.

**ARTICLE 5**  
**PEACE AND STABILITY**

- A. It is understood there shall be no strike, work stoppage, sit-down, slowdown or other interference with Borough operations by Borough employees during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.
  
- B. Should any of the above mentioned activities occur not authorized by the Union, the Union within twenty-four (24) hours following the request of the Borough shall:

1. Publicly disavow such action by the employees.
  2. Advise the Borough in writing that such employee action has not been authorized or sanctioned by the Union.
  3. Inform all employees that it disapproves of such action and instruct them to return to work immediately.
- C. The Employer reserves the right to discipline, suspend, demote employee or employees who violate the provisions of Section A
- D. The Employer will not engage in any lockout during the life of this agreement.

## **ARTICLE 6**

### **BOROUGH AUTHORITY**

The Borough retains all rights not specifically modified by the terms of this Agreement, which rights shall include, but not be limited to, the right to the selection, direction, assignment and scheduling of the operations of the Borough's work force; the advancement of employees to higher rank; the authority to determine employee fitness and ability for a particular job; the determination of the number of employees to be employed or retained in employment; the suspension, demotion or discharge of employees for just cause; the establishment and maintenance of standards of quality of performance and fitness; the elimination, change or consolidation of jobs, departments or subdivisions thereof; and, the establishment of a budget or long-range plans for Borough activities.

In the event that the Borough decides to subcontract work being performed by members of the bargaining unit and the subcontract will result in the permanent layoff of bargaining unit members or a reduction in hours worked by bargaining unit members, the Borough will meet with the Union prior to the implementation of the subcontract to discuss such subcontract, however, reserving the right of the Borough to subcontract such work. Before the Borough implements a subcontract which

results in the loss of bargaining unit jobs, the Borough will give the Union at least thirty (30) calendar days' notice of the effective date of the subcontract. (For layoff rules see Article 22).

In the exercise of these rights, the Borough shall retain the right to adopt and enforce reasonable rules and regulations as it may deem necessary and proper with regard to the management and operation of the Borough's work force.

**ARTICLE 7**  
**MISCELLANEOUS**

**A. Probationary Period**

The first six (6) months of continuous employment with the Borough shall be considered a probationary period. Seniority will be credited to an employee only after the successful completion of the probationary period and shall include the first six (6) months of service. Employees terminated prior to the completion of their probationary period may not challenge their termination of employment pursuant to the grievance procedure.

New full time employee medical benefits will begin after 30 days of continuous employment.

New full time employees after his/her first three (3) months of employment will receive the following:

- |                   |                   |
|-------------------|-------------------|
| Sick days (3)     | Smokeless program |
| Personal days (4) | CPR training      |
| Holidays          |                   |

An employee whose three (3) month waiting period ends on or before December 15th must take his/her personal time where the schedule permits prior to the end of the calendar year.

If the schedule does not permit an employee whose waiting period ends after December 15th to take his/her Personal Time by the end of the calendar year, the Borough will pay the employee for all unused Personal Time at their straight time hourly rate in the calendar year the time was earned.

An employee hired on or after October 1 and whose three (3) month waiting period will not end until the next calendar year will receive a total of four (4) Personal Days at the end of the waiting period to be used in the calendar year in which the waiting period ends.

Article 7B will also extend to regular part-time employees who are eligible and receive personal time on a pro-rated basis.

All other provisions of the Contract shall apply.

### **B. Benefits**

All benefits hereinafter specified in this Agreement are applicable to regular full-time employees only. A regular fulltime employee is an employee regularly scheduled to work thirty-two (32) or more hours per week. A regular part-time employee is an employee regularly scheduled to work twenty (20) or more but less than thirty-two (32) hours per week. These employees would be eligible to receive personal days, holidays and vacation days on a pro-rated basis.

Any part-time employee hired for full-time employment will accrue full-time seniority based on the total part-time hours worked. Accumulated years of service will be used to pro-rate applicable benefits. Pension, holidays, personal days and sick days will not be pro-rated based on prior accrued part-time service and will begin on the first full day of employment.

### **C. Payroll Procedures and Deductions**

All employees shall be paid on a biweekly basis. The pay period begins on Monday and ends on Sunday; checks and direct deposit receipts will be distributed the Friday following the end of the payroll period.

In addition to Federal, State and Local mandated withholdings, the following voluntary deductions are available to employees:

- Credit Union
- Christmas and Vacation Club
- 457 Deferred Savings Plan

United Way  
Optional Life Insurance  
Optional Long Term Disability Insurance  
Uniform Rental  
Union dues for IBEW Local 1600

**D. Meal Allowance**

After four (4) consecutive hours of overtime an employee shall be paid \$13.00 for a meal and an additional \$13.00 for each six (6) hour period thereafter. The Borough reserves the right to limit the amount of time used during such overtime period for eating and may require employees to eat at the work site. In the event the employee is unable to leave the work site, a meal of the employee's choice will be brought to the employee and paid for by the Borough in lieu of meal allowance. The meal allowance increment will be calculated into the pay period during which the overtime occurred. When work, other than emergencies, is scheduled that will involve overtime hours, an employee so scheduled will not be entitled to receive any meal allowance.

**E. Job Related Training and Meeting Expense**

Any employee attending job related training or a meeting on behalf of the Borough will be reimbursed for all out of pocket expenses. Every attempt shall be made to prepay expenses. However when an employee incurs out of pocket expenses, the employee shall complete an expense account report detailing the expenses incurred, and submit receipts documenting those expenses to be reimbursed.

**F. Mileage**

When an employee is required to use a personal vehicle for Borough related business the employee will be reimbursed using the current IRS rate.

The Borough will make every attempt to provide employees with a Borough vehicle when on Borough business. Mileage allowance will not apply to passengers or if Borough transportation is offered.



## **G. Tools**

The Borough will provide at no cost to the employee all tools required for the performance of the job (see MA 10EPH-05).

## **H. Safety**

During the term of this Agreement, a Safety Committee, composed of an employee selected by the Borough Manager, who shall serve as Chairperson, plus an equal number of representatives of the Borough and an equal number of bargaining unit employee representatives, shall meet as a Joint Committee regularly.

This Committee shall review and monitor safety programs; recommend new programs; establish award provisions; review accidents and conduct inspections; make recommendations regarding capital expenditures; and assume other responsibilities as assigned.

## **I. Inclement Weather**

Employees are not expected to work outside when weather conditions are severe enough to cause unsafe working conditions, or could be injurious to employees' health, except during emergencies and specific jobs where continuous services must be maintained. It is also agreed that in the course of assignments of outdoor work during inclement weather, the Borough will direct its Supervisors to use sound judgment and common sense in these assignments.

It is understood that the Supervisor and the Steward and/or the employees will cooperate in the application of the above general principles. If a dispute arises and the Supervisor and the employees cannot agree on what constitutes inclement weather, then the employees will perform the work, unless personal safety is involved, and refer the matter to the Grievance Procedure. It is also understood that the applicability of the above general principles apply to the Meter Readers.

## **ARTICLE 8**

### **HOURS OF WORK**

- A. The work week shall consist of seven (7) consecutive days commencing at 7:00 A.M. on each Monday.

For office employees, the normal work week shall be forty (40) hours of work consisting of five (5) consecutive days of eight (8) hours of work based upon a schedule established by the Borough. Except as provided below, the normal daily tour of duty shall not be scheduled to commence before 7:00 A.M. or end later than 6:00 P.M.

For building inspectors, customer service representatives, and police secretaries, one time per business week (Monday - Friday) the Borough may schedule the employee day to end no later than 8:00 P.M. The Borough shall first seek volunteers to work the extended day shift. If insufficient employees volunteer to work the extended shift, the Borough shall assign employees in these classifications with shifts scheduled to end no later than 8:00 P.M. on a rotating basis. (No more than two (2) employees per relevant job classification shall be scheduled to work the extended workday).

For Water Treatment and Production employees, when an operator who is regularly scheduled to work the evening or night shift has been approved for an absence of three days or more, the regularly scheduled day shift operator shall be reassigned to the evening or night shift work week schedule created by the absence. An operator is required to give a minimum of two weeks' notice to the Borough for vacation of three days or more. Approval will be the sole authority of management and consistent with the approval process for all employees in the division (see MA 11EPH-002).

- B. For all production and maintenance employees, the normal work week shall consist of forty (40) hours of work consisting of five (5) consecutive days of eight (8) hours of work based upon a work schedule established by the

Borough. The basic three-shift starting times are as follows:

Day Shift	5:00 A.M. to 12:59 P.M.
Evening Shift	1:00 P.M. to 8:59 P.M.
Night Shift	9:00 P.M. to 4:59 A.M.

A rest period of at least eight (8) hours shall intervene between the termination and commencement of scheduled shift changes.

A shift premium of \$1.50 per hour shall be paid to any employee who is scheduled for work on the evening or night shifts.

For all waste water employees, a shift premium of \$2.00 per hour shall be paid to any employee who is scheduled for work on the evening or night shifts and will be included in overtime calculations (see MA 06EPH-006).

- C. For crossing guards, during the school term, the normal week shall be ten (10) hours consisting of five (5) days of two (2) hours of work within a seven (7) day period based upon a work schedule established by the Borough.
- D. For regular part-time employees, the normal work week shall be twenty (20) hours consisting of five (5) days of work within a seven (7) day period based on a work schedule established by the Borough.
- E. The definition of the normal daily tour of duty does not restrict the right of the Borough to call employees into work prior to the scheduled commencement of the tour of duty or to remain after the scheduled end of the tour of duty.
- F. The regular hours of work for any tour of duty shall be consecutive except that they may be interrupted by a meal period.
- G. Employees who work an eight (8) hour day will be permitted a fifteen (15) minute paid rest period during each one-half tour of duty schedule at a time scheduled by the supervisor. Employees should carry snacks or beverages with them as

it normally will not be possible to leave a work site to obtain such snacks and return within the fifteen (15) minute period.

- H. An employee assigned to Work in a higher classification for a period of four (4) hours or more will be paid at the wage rate of the higher classification for the actual hours worked in that classification. Employee assignment to the higher classification will be determined by the employee's fitness and ability to perform the work. Where fitness and ability of the employees' under consideration is equal, departmental seniority will control. In the event that department seniority is equal, Borough seniority will control. The Borough's determination of fitness and ability is subject to challenge under Article 27 on the grounds that the Borough's determination was arbitrary, capricious, or discriminatory. See Article 8 "Promotions" for pay treatment.
- I. Tentative weekly work schedules when available shall be posted in each department by the Department Supervisor or his/her designee. Posted schedules are subject to change without notification and are not subject to grievance procedures.

## **ARTICLE 9**

### **WAGES**

- A. The general wage increase will be applied to each rate on the salary schedule as follows:
- **All job classification wage steps shall be increased by 3 % January 1, 2017**
  - **For all job classifications a 3% cash payment (based on 2017 wages) will be paid with the first paycheck of January 2018 in a separate check**
  - **All job classification wage steps shall be increased by 3% January 1, 2019**
  - **All job classification wage steps shall be increased by 1 % January 1, 2020 and a 2% cash payment (based on 2019 wages) will be paid with the first paycheck of January in a separate check**

- **All job classification wage steps shall be increased by 3 % January 1, 2021**

**(The value of the cash payments in 2018 and 2020 will not be included in the regular rate of pay for any purpose except as required by law.)**

- B. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.
- C. The Borough shall have the authority to create new jobs and/or to revise bargaining unit jobs. When a new job is created or an existing job is substantially revised the Borough will give the Union a copy of the job description along with the proposed wage rate for the new/substantially-revised position. Upon request from the Union the Borough will bargain with the Union over the proposed wage rate. If the parties are unable to agree to a wage rate for the new/substantially-revised job, the parties agree that the dispute shall be submitted to arbitration under the terms of Article 27 of the Agreement.

## **ARTICLE 10**

### **SERVICE INCREMENT**

Based upon length of service as of January 1, 1983 and annually thereafter, all full-time employees hired before January 1, 2013, shall be credited with a length of service increment determined by the following formula:

Base Annual Salary x Months of Service X .00013

- a) Employees hired on or after January 1, 2013 are not entitled to this benefit.
- b) For purposes of the payment made in calendar year 2013, the current formula and \$1500.00 cap will remain in effect.
- c) Effective with the payment made in 2014 and thereafter, a cap of 4% of the employee's base wage will apply to the service increment payment.

- d) All service increments will be paid in a lump sum in a separate check on the first pay day in April of each year. The service increment will be converted to an hourly factor increment divided by 2080 for regular full-time employees and for the regular full time meter reader by straight-time hours paid in the prior calendar year. The hourly factor will be added to the employee's base hourly rate for overtime pay purposes. It will not be added to an employee's base hourly rate for any other pay purposes. Regular part-time employees, Crossing Guards and temporary employees do not receive service increment.

## **ARTICLE 11**

### **OVERTIME**

Overtime will be paid only when it has been authorized by the Department Head or Supervisor as initialed on the employee's time sheet. Overtime pay shall be computed according to the following schedule:

- A. All employees who work in excess of eight (8) hours per day or forty (40) hours per week will be compensated for such overtime worked at a rate equal to one and one-half (1 1/2) times their base hourly rate.

Employees who work on their second day of rest will be compensated for such overtime worked at a rate equal to two (2) times their base hourly rate.

Employees who work each consecutive hour immediately following sixteen (16) consecutive hours will be compensated for such overtime worked at a rate equal to two (2) times their base hourly rate.

- B. The following items will be regarded as hours worked for the purpose of computing overtime:

1. Hours worked, excluding standby time
2. Holidays
3. Personal time off
4. Sick leave
5. Funeral leave

6. Civil leave
7. Vacation
8. Official Union business dealing exclusively between the Borough of Ephrata and Local Union 1600
9. Family time

C. Rest periods shall be applicable in accordance with the following provisions when employees are called out or when arrangements are made in advance for work during non-scheduled hours provided employees are eligible as defined in the "Rest Period Rules".

D. Employees working for a period that consists of at least three (3) overtime hours, and up to sixteen (16) consecutive overtime hours, shall be entitled, when relieved from duty, to a rest period as shown on the table. If scheduled hours fall within the time designated as a rest period, the employee will be paid straight time pay for these scheduled hours.

Employees (with the exception of Water Treatment and Production) required to work during scheduled hours that fall within the prescribed rest period, will receive pay at time and one-half the employee's straight time rate for such hours worked. When a WTP employee works during an earned rest period, they shall receive straight time pay (see MA 07EPH-01).

E. Employees working sixteen (16) or more consecutive hours shall be entitled, when relieved from duty, to an eight (8) hour rest period or a rest period as shown on the rest period table, whichever is greater, without loss of straight time pay for scheduled hours falling within the rest period. Employees required to work during the rest period, will be paid at two (2) times the straight time rate for such hours worked.

## **REST PERIOD RULES & TABLE**

In accordance with the Labor Agreement, the following rules shall be applicable for determining “qualifications of eligibility” and “length of rest period”.

### **RULES:**

1. Employees must actually work a minimum of three (3) non-scheduled overtime hours.
2. When the number of non-scheduled hours worked and the time of the overtime completion are represented on the rest period table, mathematical “rounding off” principles are applicable.
3. Hours worked during the eight (8) hour period prior to starting time is accumulative for purposes of determining total non-scheduled hours worked provided the sum of the non-scheduled hours worked equals or exceeds the three (3) hour requirement as defined in Rule #1.
4. For purposes of determining the time of the overtime completion:
  - a. Starting time of the scheduled work hours is always utilized if the work is not completed and/or the employee cannot be released at starting time.
  - b. If more than one work period is involved, utilize the hour that the last work period ended.
5. Rest period table is not applied to holidays, or to vacation days and personal days when an employee is not eligible for at least four (4) hours of rest following a call out.

When an employee is eligible for at least four (4) hours of rest following a call out, and the next scheduled work assignment is scheduled as a vacation and/or personal day, the employee shall be entitled to 1/2 day of rest and 1/2 day of scheduled vacation or personal time. If the employee is entitled to an entire day of rest, the vacation or personal day will be rescheduled.



**F. Change of Schedule Premium:**

Employees who are notified of a change in their scheduled shift after the start of the work week will receive premium pay at the rate of one and one-half times the regular rate of pay for the first eight (8) hours of such a change. A shift change is defined as a change from one group of hours to another as shown:

<u>STARTING TIME</u>	<u>GROUP</u>
5:00 A.M. to 12:59 P.M.	I
1:00 P.M. to 8:59 P.M.	II
9:00 P.M. to 4:59 A.M.	III

NOTE: The above mentioned change of schedule premium shall not apply to employees whose schedule has been changed due to another employee being granted an unscheduled personal day.

When an employee's normal schedule includes a Holiday, they are not permitted to take a vacation day on the Holiday. If they cannot work, it is their responsibility to find a qualified replacement.

G. An employee assigned to a temporary work schedule shall not have his/her starting time changed after the end of his/her prior day's shift.

		TIME OVERTIME IS COMPLETE							
		7 Hours Before Starting	6 Hours Before Starting	5 Hours Before Starting	4 Hours Before Starting	3 Hours Before Starting	2 Hours Before Starting	1 Hours Before Starting	Starting Time
<b>NON-SCHEDULED HOURS WORKED</b>	3 Hours	Due Back Two (2) Hours After Starting Time							Work Four (4) Hours into Scheduled Hours
	4 Hours								Work Three (3) Hours into Scheduled Hours
	5 Hours	Due Back in Time to Work Last Four (4) Hours Of Scheduled Hours							Off During Scheduled Hours
	6 Hours								
	7 Hours								
	8 Hours								
	9 Hours								
	10 Hours Or More								

**ARTICLE 12**  
**STANDBY PAY**

- A. The Borough may schedule employees to remain on standby for a period of seven (7) consecutive days beginning at 7:00 A.M. on Friday. During the period of standby, employees will be issued a communication device or will be required to keep the Borough informed of their location. Employees will report to work immediately upon being called and in no event shall an employee report later than thirty (30) minutes after his receipt of the call. Employees will be paid eight (8) hours pay based upon base hourly rate for the entire standby period. Time spent in standby status will not be considered hours worked for overtime purposes.
  
- B. During the term of this Agreement, the Borough will continue its current practice with regard to the rotation of employees for standby duty.
  
- C. Employees may be assigned to a forty-eight (48) consecutive hours of standby beginning at the end of their regularly scheduled shift. Employees will be paid three (3) hours pay based upon their base hourly rate whenever assigned to forty-eight (48) hour standby. Employees will report to work immediately upon being called, and in no event shall an employee report later than thirty (30) minutes after the receipt of the call. When an employee is called while assigned to forty-eight (48) hours standby, they shall be paid a minimum compensation equal to three (3) hours at the applicable overtime rate. This standby shall only be implemented whenever a “Public Emergency” is declared by a legitimate public official or a “Severe Storm Warning” is issued by the weather service under contract with Ephrata Borough.

Whenever implemented, assignment to forty-eight (48) hour standby will follow current divisional standby rotational rules.

- D. Public Works - When the designated total number of Crew Leaders and Equipment Operators are filled, both positions will serve standby within an 8-week schedule.

Equipment operators will receive a standby pay premium equal to the difference between equipment operator and crew leader rate of pay for all call-out hours worked during the standby assignment.

All employees comprising the standby pool may swap in or out of standby.

If an equipment operator on standby is called out and required to mobilize additional assistance from the overtime volunteer list, and a crew leader is called in, the crew leader will take over as the leader for the entire period of the response. The equipment operator will continue to receive the standby premium for all hours worked in association with the call out.

The fulfilling of standby rotation by an equipment operator shall not be used as a fitness and ability factor in determining the future eligibility for temporary upgrades or promotions to a higher job classification (see MA 10EPH-011).

**E. MINIMUM CALLOUT ALLOWANCE**

When an employee not assigned to standby is called out to work during non-scheduled hours, they shall be paid a minimum compensation equal to three (3) hours at the applicable overtime rate. Employees should make every effort to report within forty-five (45) minutes after accepting the callout.

When an employee assigned to eight (8) hours paid standby status is called out to work during non-scheduled hours, they shall be paid a minimum compensation equal to two (2) hours at the applicable overtime rate.

**F. VOLUNTEER OVERTIME**

The parties agree a volunteer overtime sheet shall be used on a departmental basis.

A volunteer list shall be posted and used on a daily/weekly basis, unless agreed not to use in a department.

Employees may add to or remove their name at any time.

Employees shall be called in progression line/department seniority order.

When a called employee responds to a message that was left for them, they shall be offered the callout only if no one has accepted the callout by the time they returned the call.

If a busy/no answer, not home, refusal or message left response is obtained; the next senior employee shall be called without hesitation.

Callout signup sheets and dispatcher call logs shall be retained on a rolling one (1) year basis with access provided to both the Borough and Local 1600.

No discipline nor record of responses shall be administered or maintained in association with the volunteer callout sheet or non-standby call-outs.

The volunteer sheet is to be used for call-outs only after employees assigned to standby are called. If no one on the volunteer sheet responds, the dispatcher shall revert to normal call-out procedures.

Employees off duty due to sickness, vacation or personal days will be considered unavailable for overtime from the time of notification of their sickness until they return to work. For vacation and personal days, employees will be considered unavailable from quitting time of their last work day until the start of their next work day following their vacation/personal day unless the employee indicates differently.

Any issues associated with the overtime sheet will be addressed through a meet and discuss prior to filing a grievance (see MA 04EPH-008).

## **ARTICLE 13**

### **RETIREMENT PROGRAM**

The parties shall maintain the current retirement program with the following changes:

The pension plan vesting is as follows:

Less than 5 years	0%
5-6	50%
6-7	60%
7-8	70%
8-9	80%
9-10	90%
10+	100%

All regular full-time employees of the Borough **hired on or before 12/31/2016** are eligible to participate in the Ephrata Borough Pension Plan. Funding of the plan is provided solely by contributions from the Borough. Enrollment in the Plan is automatic. An employee becomes a participant in the Plan coincident with the completion of the employee's probationary period. An employee's normal retirement date is the last day of the month in which their 65th birthday occurs. Details of this Pension Program are covered in the Ephrata Borough Pension Plan document.

In addition full-time employees are eligible to participate in a deferred compensation plan in accordance with the provisions of Section 457 of the IRS code. This plan is funded solely by employee deferred compensation elections.

Employees hired after January 1, 2013 shall be eligible for employee (individual) only medical benefits coverage upon retirement.

**Employees hired on or after 1/1/17 will not be eligible for the Ephrata Borough Pension Plan.**

**Employees hired on or after 1/1/17 will be eligible for a defined contribution plan with a Borough contribution of 6% of annual base wages. Vesting will be consistent with the Ephrata Borough Pension Plan.**

**ARTICLE 14**  
**INSURANCE, HEALTH & FITNESS**  
**BENEFITS MEDICAL**

The Borough will provide full benefit hospitalization and medical coverage for all regular full-time employees and dependents.

The Borough will pay to the provider the full premium for this plan, both the borough's and the employee's share.

The Borough reserves the authority to select the provider of medical insurance benefits, provided the coverage is equivalent to the prior benefit.

**Employee biweekly pay period contributions will be deducted from their participant paychecks in the amount listed below:**

**2017: Individual \$30; 2-Party \$45; Family \$60**

**2018 and 2019: Individual \$35; 2-Party \$50; Family \$70**

**2020 and 2021: Individual \$40; 2-Party \$60; Family \$80**

**Plan deductibles will be \$400 individual and \$800 2-party/family for calendar year 2017, \$500 individual and \$1000 2-party/family for calendar years 2018 and 2019, \$600 individual and \$1200 2-party/family for calendar years 2020 and 2021.**

**Out of network deductibles will be two times the in network deductible for each contract year.**

**\$75 emergency room co-pay will be waived for the employee if admitted or held for observation.**

**Spouse Opt Out Payment**

An employee shall receive a payment of \$1250 payable over the course of the total number of pay periods in a plan calendar year less appropriate deductions, should an employee's spouse opt out of the Borough's medical and Rx insurance plans. This payment is applicable each year of the ratified agreement that the spouse opts out from the Borough's medical and prescription drug insurance plans. The employee may elect to continue dental insurance for spouse offered by the Borough at no additional cost.

## **PRESCRIPTION DRUG PLAN**

The Borough will maintain a prescription drug plan for all fulltime employees and their dependents as contained in the Borough's Medical Plan Document. The terms are defined in the Borough's Plan Document. The Borough will pay to the provider the full premium for this plan, both the borough's and the employee's share:

	<b>Retail / Mail</b>
Generic	\$15 / \$30
Brand Formulary	\$30 / \$60
Brand Non-Formulary	\$45 / \$90

## **LIFE INSURANCE**

All regular full-time employees will be provided with group/term life insurance with AD&D in the principal amount of \$50,000. The full premium will be paid by the Borough.

In addition, regular full-time employees may purchase additional life insurance up to an additional \$50,000. The full premium for additional life insurance coverage will be paid by the employee.

## **DENTAL INSURANCE**

The Borough will provide all regular full-time employees with dental insurance benefits and the Borough will pay to the provider the full premium for all regular full time employees and their dependents, both the borough's and the employee's share. Details explained in the Group Insurance Certificate Booklet. The annual maximum benefit (types A, B & C combined) per calendar year is \$2,000.

## **DISABILITY BENEFIT**

The Borough shall pay the full cost of the premium for the benefit. The Borough shall continue to self-insure the benefit for those employees who have a pre-existing condition that disqualifies them from coverage under the insured plan. The Borough shall apply the terms of the insured program for purposes of administering the self-insured program. For purposes of the plan, the phrase "during a specified period" means three (3) months.

**Return To Work Following Completion of Long Term Disability Leave.** With regard to any full-time employee who qualifies for coverage under the Borough sponsored long term disability plan who is able to return to work without restrictions within twelve (12) months of the commencement of the elimination period, the Borough will make a reasonable effort to return the employee to the same or similar position held at the time of the commencement of the elimination period, provided however, that no guarantee can be given as to position, classification or shift. If an employee is returned to a classification which differs from the classification held at the time of the commencement of the elimination period, the Borough will place the employee in his previously held classification when the next available opening occurs. This right supplants any promotional rights provided for under the seniority or promotional provisions of the Agreement.

**EYE CARE**

Coverage equal to or better than Davis PMHIC Option C dated 1/1/2013.

**ARTICLE 15**  
**HOLIDAYS**

A. The following days will be observed and recognized as Contract Holidays:

New Year's Day	Good Friday
President's Day	Memorial Day
Independence Day	Christmas Day
Labor Day	Supplemental Christmas Holiday
Thanksgiving Day	(as designated by the Borough
Day After Thanksgiving	at Christmas time)

B. Recognizing that the citizens of the Borough need certain Borough services every day of the year and that certain employees may be scheduled or required to work in spite of a designated holiday, the Borough will make an effort, where possible, to give employees off on the holiday. The needs of the Borough shall be controlling in determining the number and classification of employees who are required to work on a holiday. Employees not required to work by the Borough



on a holiday designated in Section A above will be paid holiday pay at their straight-time hourly rate multiplied by their normally scheduled number of daily work hours. Employees who work on a holiday will be paid at the rate of one and one-half times their base hourly rate for each hour worked in addition to their holiday pay, if applicable.

- C. To be eligible for holiday pay, the employee must be on compensable status the last scheduled working day before and the first scheduled working day after the holiday.
- D. Monday will be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday. Premium holiday pay is attributable only to the day on which the holiday is observed by the Borough.
- E. Personal Time: Full-time employees will be entitled to four (4) personal days off with pay per calendar year. Full-time employees may use up to sixteen (16) hours of personal leave time per year in minimum increments of one (1) hour each. Remaining personal leave time must be used in increments of full or half shifts. Personal leave shall be taken at a time approved by the Borough taking into consideration the time requested by the employee. Except for emergencies which will be handled on a case-by-case basis, employee requests for personal time off must be submitted prior to the time the schedule is prepared for the week or weeks during which the personal time off will occur. In the event that an employee is required to work on a pre-selected personal day off, the employee shall select a different day off in accordance with the procedure outlined above, and the premium pay provisions of the overtime article shall not be applicable to the day worked. Up to 16 hours of personal time may be carried over from one calendar year to the next and must be used by March 31st of the year to which it was carried. Unused personal time will be lost and not be paid out.
- F. The Borough will provide one (1) day of Family Time to be used for family illnesses and/or personal or a family member's doctor appointment. Family time may be used**

**in one (1) hour increments and will not accumulate from one year to the next.**

**ARTICLE 16**  
**VACATIONS**

A. For earning purposes, the vacation year shall be based on the employee's anniversary date.

B. The vacation benefit is as follows:

After 1 year	5 days
After 2 years	10 days
After 6 years	15 days
After 11 years	20 days
After 20 years	25 days

C. Employees shall be paid at their base hourly rate for all approved vacation time used. Vacation time may only be used in full or half shift increments.

D. The needs of the Borough must be considered in the scheduling of vacation. Vacation time will be scheduled early in the calendar year by the employee and approved by the Department Head. In the event changes are necessary due to employee circumstances or work requirements, vacation schedules may be changed with the appropriate Department Head approval. In the event that two or more employees within the same department request vacation at the same time and the Borough finds it necessary to limit the number of employees within the department on vacation at the same time, the employee with the greatest seniority within the department shall prevail as to choice. Borough seniority will be determined if departmental seniority is equal.

E. If an employee is required to work by the Borough during his scheduled vacation and is unable to reschedule his vacation during the calendar year because the Borough has

required the employee to work, the calendar year shall be extended for 90 days for rescheduling purposes.

- F. Vacation schedules will be posted and made accessible to all employees. Postings will be on bulletin boards or in the departmental office.

## **ARTICLE 17**

### **SICK LEAVE**

- A. Sick leave shall be earned at the rate of one (1) day for each month of service. Earned, but unused, sick leave may be accumulated up to a maximum of 150 days, except for incumbent employees named in a Memorandum of Agreement, dated October 1995 (see MA 95EPH-02).
- B. If an employee is unable to report to work due to illness, it is the employee's responsibility to notify their supervisor or designee directly as far in advance of their starting time as possible. Employees who fail to report their absence will be charged with an unexcused absence. Sick leave may not be used for medical appointments or for time off when dependents are ill.
- C. A doctor's statement certifying the nature of the illness and need for time off is required for all absences due to illness of three (3) or more consecutive days. For absences of less than three (3) days, a doctor's statement may be required if requested by the Borough.
- D. At retirement, the Borough will pay each retiring employee an amount equal to fifty percent (50%) of all accrued and unused sick leave. The Borough and the Union further agree to cooperate in curbing any abuse of sick leave.

## **ARTICLE 18**

### **FUNERAL LEAVE**

- A. When a death occurs within the immediate family, which

means brother, sister, grandparent or grandchild, an employee will be entitled to a paid leave of absence of **four (4)** consecutive working days, one of which will be the day of the funeral. Any additional time, at the request of the employee and approved by the Borough may be charged to vacation or personal time off, or taken as time off without pay.

- B. When a death of a spouse, child, step-child, mother, father, mother-in-law, father-in-law or judicially declared legal guardian occurs an employee will be entitled to a paid leave of absence of five (5) consecutive working days, one of which will be the day of the funeral. Any additional time, at the request of the employee and approved by the Borough, may be charged to vacation or personal time off or taken as time off without pay.
- C. In the event of the death of a relative residing with the employee, the employee will be entitled to a day off with pay to attend the funeral, provided the employee is scheduled to work the day of the funeral.
- D. In the event of the death of a brother-in-law or sister-in-law, the employee will be entitled to a day off with pay to attend the funeral, provided the employee is scheduled to work the day of the funeral. If extended travel is involved in conjunction with the day of the funeral and the funeral is to be held on a weekend day, the employee may elect to utilize the travel day as a bereavement day. Extended travel is defined as travel in excess of 150 miles by auto, using the most expeditious roadways. The Borough may approve a travel day of a lesser amount of miles if inclement weather is a factor.
- E. An employee may substitute funeral leave for scheduled vacation time in the event a death occurs while on vacation.

## **ARTICLE 19**

### **CIVIL LEAVE**

- A. Employees who have completed their probationary period

and who are called and not a volunteer for jury duty; or who are not a party in a civil or criminal action, however if an employee is subpoenaed as a witness to attend such court proceeding, the employee shall be granted a leave from work with pay for such time spent away from work while serving jury duty or witness in court. If the civil duty requires less time than the employee's shift, the employee must contact his/her supervisor and report for work for the balance of the shift if directed by the supervisor.

- B. For time spent in a civil leave, employees will be paid the difference between their court pay and their base hourly rate multiplied by the number of hours in the employee's regular schedule for any day affected by such leave.
- C. Employees must notify their supervisors of a call to court the first working day following receipt of the call.

## **ARTICLE 20**

### **MILITARY LEAVE**

#### **A. General**

The Borough will comply with all Federal and State regulations.

The Borough and the Union have agreed on a detailed plan for employees who enter and return from military service, which meets the re-employment provisions of the Universal Military Training Act as amended by the Vietnam Era Veterans Readjustment Assistance Act of 1974. The Borough will grant military leave and intends to treat every employee returning from military service, insofar as possible, as though there had been no interruption in his/her employment.

#### **B. Leave of Absence**

1. Employees who enter military service will be considered to be on military leave for the period and under

conditions prescribed by law. Although the law makes no provision for employees entering the Merchant Marine, the Borough will give due consideration, with respect to leave of absence, to each such case.

2. An employee entering military service may use any unused vacation allowance or personal days just prior to the date he/ she is required to report for duty. In the event an employee has no unused vacation allowance or personal days, he/she will be given up to five (5) work days off without pay.
3. An employee entering military service will be paid in full, for time worked and allowed with pay, on the day he/she is released from duty with the Borough or as soon thereafter as practicable.
4. Employees who enter military service will have their participation in the Retirement Plan suspended until their return to active employment. Benefit entitlement for employees who do not return to active employment will be determined in accordance with the termination of employment provisions of the Plan.

**C. Reinstatement:**

1. Employees who return from military service and comply with the re-employment provisions of the Act will be restored to their former positions, or to positions of like seniority, status and pay, unless circumstances have so changed as to make it impossible or unreasonable. In addition, such employees will:
  - a) Be credited with the time they were in military service in determining their position on the salary tables.
  - b) Be given promotional opportunities as spelled out in the Act.
2. In order for an employee returning from military service to be eligible for the benefits under this Plan, he/she must:

- a) Have left a position other than a temporary position.
  - b) Have a certificate of satisfactory completion of such training and service.
  - c) Be qualified to perform the duties of such position.
  - d) Apply for re-employment within ninety (90) days after he/she is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one (1) year.
3. A disabled employee returning from military service if not qualified to perform the duties of his former position by reason of disability sustained during such service but qualified to perform the duties of any other positions will be restored to such other position as will provide him with like seniority, status and pay or to a position which is the nearest approximation thereof consistent with the circumstances in the case.

#### **D. Retirement Plan**

1. The time spent in military service will be counted in determining eligibility, vesting and benefit accrual. This affords the employee the opportunity to receive the same retirement benefits under the Plan as if there had been no interruption in employment.
2. If employee contributions were required under the Plan during any period of the employee's absence, the employee will be able to receive contributory credit for that time provided the employee pays the monthly contributions which were not made during the leave.

#### **E. Vacation and Longevity Allowance**

The time spent in military service will be counted as a period of employment with the Borough in determining vacation and longevity allowance.

#### **F. Periodic Military Training**

Where an employee who is a member of a reserve military organization of the United States required absence from work

in order to attend a mandatory training period, the Borough will, in any calendar year, grant such employee a leave of absence of up to two (2) weeks (eighty (80) scheduled hours) and will pay such employee the difference between the regular pay he would have received if he had worked and his government pay. To the extent that the mandatory training period exceeds two (2) weeks, the Borough will grant additional time off without pay.

## **ARTICLE 21**

### **UNPAID LEAVES OF ABSENCE**

- A. All requests for leave under this Article must be submitted in writing to the employee's supervisor and will be answered in writing.
- B. Employees who have completed their probationary period are eligible for consideration for personal leaves of absence, without pay, not to exceed ninety (90) days, where the Borough, in its discretion, determines that there is an acceptable cause for such leave and the leave will not impede the efficiency of operation.
- C. Fringe benefits will not be provided for employees on unpaid leave status and employees must make the necessary arrangements to pay any premiums to keep a benefit in effect during the term of leave. However, seniority will continue to accrue during the term of such leave.
- D. Upon the expiration of any leave of absence without pay, the Borough will make a reasonable effort to return the employee to the same or similar position held at the time the leave commenced, provided however, that no guarantee can be given as to position, classification or shift. If an employee is returned to a classification which differs from the classification held at the time of the commencement of the leave, the Borough will place the employee in his previously held classification when the next available opening occurs.



This right supplants any promotional rights provided for under the seniority or promotion provisions of the Agreement.

## **ARTICLE 22**

### **SENIORITY, PROMOTIONS AND** **REDUCTION IN FORCE**

#### **Seniority**

- A. For the purpose of this Agreement, the term “seniority” means a preferred position for specified purposes which one employee may have over another employee because of a greater length of continuous service within the Borough, or department, whichever is designated as being applicable.
- B. Borough seniority is measured by the length of continuous service of any employee with the Borough.
- C. Departmental seniority is measured by the length of continuous service within a specific department of the Borough.
- D. The Borough will maintain one seniority list for all employees. All regular full-time employees will accrue seniority at the rate of one year seniority for each 2080 hours of compensable time.
- E. Loss of Seniority - An employee’s seniority shall be broken in the following cases:
  - 1) If an employee quits or resigns;
  - 2) If an employee is discharged for cause;
  - 3) If an employee fails to return to work following the end of an authorized leave of absence;
  - 4) If an employee is laid off for a continuous period of twelve (12) months;
  - 5) If an employee fails to return to work on a recall from layoff within ten (10) working days after the Borough has sent a written notice by certified mail

- to the last address furnished to the Borough by the employee;
- 6) If an employee is absent without leave for five (5) working days or more.

## **Promotions**

### **A. Employees being upgraded / promoted:**

- a) If the employee's being promoted or upgraded, current hourly rate of pay exceeds the entry hourly rate of the new classification, the employee shall be paid at the first wage step of the new classification resulting in a wage increase for the employee.
- b) Therefore, on each annual anniversary of the employee's promotion to the new classification the wage step will increase to the next wage step of the classification up to the maximum of the wage scale for the classification.
- c) Upon each successive calendar year, (January 1), from the employee's promotion date the hourly wage step will be adjusted consistent with their wage step and according to the annual wage scale defined in this collective bargaining agreement (see MA 11EPH-05).

B. When the Borough determines that promotions will be made, the promotions will be made on the basis of employee fitness and ability. Where the fitness and ability of the employees under consideration is equal, departmental seniority will control, or in the event if departmental is equal, Borough seniority will control.

C. The Borough will provide an eight (8) week probationary period to employees awarded positions through the bidding procedure. When an employee is awarded a job but subsequently determined by management they cannot satisfactorily perform the work or the employee decides they do not want to remain in the job, the employee may promptly

return to their former job. In all cases, management's decision as to whether the employee is performing satisfactorily or the employee requests to return to their former job must be made in writing within eight (8) working weeks of physically reporting to the new job. If the former position was filled, the employee awarded that position will be returned to their former position (see MA 02EPH-08)

- D. When employees voluntarily or involuntarily demote in the same line of progression during the eight (8) week probationary period, they will demote to their former job classification. They will receive departmental seniority in the lower classification for all time spent in the higher classification. Employees voluntarily or involuntarily returning from a job in another line of progression during the eight (8) week probationary period will return to the job classification where they last completed their probationary period. Employees voluntarily returning will receive no seniority credit in the department they return to for the time spent in the other progression line. However, seniority credit will be resumed starting with the first pay period after receipt of their written request to return. Employees involuntarily returning will receive seniority credit in the department they return to for the time spent in the other progression line.

When employees involuntarily demote in their progression line after the eight (8) week probationary period for reasons other than displacements, they will return to the next lower job classification they are capable of performing satisfactorily, which may result in subsequent promotions for other employees in the line of progression, unless a vacancy exists in the lower classification. Employees will receive department seniority credit in the lower job classification for the time spent in the higher classification.

To demote voluntarily after the eight (8) week probationary period, the employee may request to be placed in a vacancy in a lower job classification in the progression line they

satisfactorily held unless the lower job was not in the progression line when the employee promoted to the higher job. In this instance, the employee can demote to a position they did not hold. If a vacancy is not available and it is possible to demote the employee to a job classification he satisfactorily held in the progression line through subsequent promotions in the progression line, with the approval of the Borough and IBEW Local 1600, such a move may be initiated. For departmental seniority purposes, the employee will receive no seniority credit in the lower classification for time spent in the higher classification. However, if the employee subsequently promotes to the higher classification, he will be credited with the time previously held in the higher classification.

When a vacancy occurs within a progression line and employee requests for demotion are on record prior to the vacancy, they will be considered along with promotional candidates. Employees shall forward a copy of the demotion request to IBEW Local 1600. For seniority purposes, the consideration order will be determined by comparing the time spent by each employee in their departments. The employee with the longest department time will receive first consideration (see MA 03EPH-003).

- E. When new jobs are created or a permanent vacancy occurs within the bargaining unit and the Borough decides to fill such vacancy, the job title, wage rate and hours of work shall be posted on employee bulletin boards for a period of seven (7) days, excluding Saturdays, Sundays and holidays, during which time employees may bid on the vacancy by submitting a written bid to the Human Resources Manager.

The Chief Steward and Local 1600 will be notified in writing of all postings and of all successful and unsuccessful bidders. In selecting the successful bidder, the Borough shall select from among the bidders on the basis of employee fitness and ability. Where fitness and ability are relatively equal,

selection shall be made in the following manner:

- 1) Bidders within the promotional group shall take preference over bidders outside the promotional group.
- 2) As between bidders within the promotional group, department seniority will control.
- 3) As between bidders outside the promotional group, Borough seniority will control.

Where, in the Borough's opinion, a replacement is not available from the bidders possessing the requisite skill and ability to perform the duties and responsibilities associated with the vacancy, nothing contained herein shall limit the authority of the Borough to fill such vacancy with a non bidding employee or a non-employee applicant, who based upon prior training and/or work experience, possesses the requisite skill and ability to perform the duties and responsibilities of the position.

### **Reduction in Workforce**

- A. In the event the Borough reduces the size of its workforce, part-time, probationary or the least senior full-time employee by Borough seniority within the affected classification shall be displaced first. The following options apply in displacement:
1. Displaced employee in the job classification will have a right to bump any junior employee with less Borough seniority in his/her department, provided they have the fitness and ability to perform the job of the junior employee.
  2. Displaced employees shall have the right to bump any bargaining unit job held by an employee who is on a probationary period in any department, provided they have the fitness and ability to perform the job.
  3. Displaced full-time employees shall have a right to any part-time job, provided they have the fitness and ability to perform the job and benefits shall be extended for a period of six (6) months on the following basis:
    - a) Hospital/medical insurance, full coverage.

- b) Retirement, based on reduced salary.
- c) All other negotiated benefits, based on pro-rated hours of work.

4. If a displaced employee does not choose Option 1, 2 or 3 the displaced employee shall be laid off with recall rights for twelve (12) months.

B. Any employee who exercises their displacement right will be paid at the pay grade of the job into which he/she bumps at the same step he/she held in his/her former position.

### **Reduction in Workforce Due to Use of Contractors**

In the event that the Borough reduces its workforce due to the use of contractors, no regular full-time employee with ten (10) or more years of service will be laid off or caused to suffer a loss in regular straight time hourly pay as a result of the implementation of the subcontract. Affected employees with ten (10) or more years of service will be allowed to bump the junior most full-time employee in any job classification which the bumping employee has the fitness and ability to perform, and will be red-tagged at their current straight time hourly rate of pay until such time as the job they are filling is equal to or greater than the new position. Any employee laid off as a result of this position shall have recall rights for twelve (12) months, or may elect to sever their employment with the Borough and receive severance pay in the amount of two (2) week's pay per full year of service.

## **ARTICLE 23**

### **COMMERCIAL DRIVER'S LICENSE**

The Borough will pay any additional cost for an employee to

obtain a commercial driver's license. In addition, the Borough will provide adequate training to allow employees to meet requirements of the current Pennsylvania Motor Vehicle Code.

Incumbent employees who are unable to obtain a Commercial Driver's License will:

1. Continue in their present position provided the Borough can make the necessary accommodations in his/her work group.
2. Be placed in another position which does not require a commercial driver's license without loss of pay. Employee would remain at present wage rate until such time as new classification wage rate meets or exceeds his/her present wage rate. This placement will be by mutual agreement of Local 1600 and the Borough.

All employees possessing a commercial driver's license as a requirement of their job function must comply with the Borough's CDL drug testing program (see MA 01EPH-04).

## **ARTICLE 24**

### **COMMUNITY SERVICE WORKERS**

It is the intent of the Borough to cooperate with the Court System Community Service Work Program and to utilize minor offenders who have been sentenced to Community Service work programs to perform Community Service tasks. Community Service work will be identified which consists of duties which are routine in nature and not generally a part of the normal daily work schedule of the bargaining unit employees.

Supervision of Community Service workers will be the responsibility of the department supervisor and Community Service workers will not be integrated with normal assigned work crews.

## **ARTICLE 25**

### **UNION SECURITY**

A. Each employee who, on the effective date of this Agreement,

is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership in the Union, provided that such employee may resign from the Union, in accordance with the following procedure:

1. The employee shall send a letter of resignation along with the official membership card of the Union, to the headquarters of Local 1600 of IBEW and a copy of the letter to the Borough.
  2. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning his/her membership in the Union, and where applicable, is revoking his/her check-off authorization.
- B. The payment of dues while a member shall be the only requisite employment condition.
- C. The parties recognize that all employees have the right to join or refrain from joining the Union. The Union, its agents or any of its members shall not solicit employees for Union membership, collect dues or engage in other Union activities on Borough time, however, nothing herein is intended to restrict normal conversation between employees that does not interfere with the efficient performance of work.

## **ARTICLE 26**

### **DUES DEDUCTION**

- A. The Borough agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Agreement except when revoked by the employee in accordance with Article 25, the



Borough shall halt the check-off of dues effective the first full pay period following the expiration of the Agreement.

- B. Request and authorization for dues deduction will be submitted on the Union's standard dues authorization form.
- C. The Union shall indemnify and hold the Borough harmless against any and all claims, suits, orders of judgment brought or issued against the Borough as a result of the action taken or not taken by the Borough under the provisions of this Article.

## **ARTICLE 27**

### **GRIEVANCE PROCEDURE**

#### **A. General Provisions**

1. A "grievance" under the terms of this collective bargaining Agreement is defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement. Should an employee have a grievance as defined above, an effort shall be made to resolve such grievance in the manner set forth in the steps below. An alleged grievance should, if all possible, be resolved at the lowest administrative level. All grievances and appeals must be submitted in writing and must cite the part or parts of the contract in issue. Additionally, the grievance must state the relief requested.
2. To be considered under this procedure, a grievance must be initiated by the grieving party **within five (5) working days of the conclusion of the initial meet and discuss (#9 below)**.
3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall constitute denial of the grievance which shall permit the grievant and/or the Union to proceed to the next step.
4. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

5. Time limits in the appeal steps may be extended by written mutual consent of the parties.
6. Failure of the grievant to appear at a scheduled meeting shall constitute abandonment of the grievance, provided that written notice has been given to grievant as to the time and place of the meeting.
7. The grievant must appear at all meetings on his/her grievance. The grievant may be represented at Step I by a Union Steward; at Step II by a Steward, Chief Steward and the President of Local 1600 and/or designee; and at Step III by a Steward, Chief Steward and the President of Local 1600 and/or his/her representative. An International Representative of the Union may be present at the Step III hearing to assist the representative of Local 1600.
8. All meetings or hearings under this procedure shall be held by mutual agreement of representatives of Local 1600 and the Borough. In the event that such meetings or hearings are held during working hours, the grievant(s), and Union representatives who are employees of the Borough will be granted time off from their regularly scheduled work with pay in accordance with the provisions of section "B" of this Article.
9. **Prior to a grievance being filed, the alleged violation must be brought to the attention of the department supervisor and a meet and discuss held. This meet and discuss will be between the potential grievant and his/her supervisor in the presence of a Union Steward.**
10. **This meet and discuss must be initiated by the potential grievant within five (5) working days of the occurrence or within five (5) working days after the potential grievant should reasonably be expected to know of its occurrence. To be considered under this procedure, a grievance must be initiated by the grieving party no later than two (2) business days following the conclusion of the initial meet and discuss.**

## **B. Procedure**

STEP I - Subject to the time limitations contained in section "A" above, the grievant shall first submit the grievance to the department head and attempt to resolve it at that level. **The Human Resources Manager or designee will** schedule a meeting with the grievant to be held within five (5) working days of notification by the grievant that a grievance is being presented. The department head shall have five (5) working days to answer the grievance after that meeting. A copy of the answer will be provided to the union steward named on the grievance.

STEP II - If the grievance is not resolved to the grieving party's satisfaction in Step I, the grieving party, may, within five (5) working days of the Step I decision, forward the grievance to the Borough Manager for review. The Manager, or designee, will schedule a meeting with the grievant to be held within seven (7) working days after the Manager's receipt of the grievance.

Written disposition of the grievance will be given to the grievant within ten (10) working days of the meeting with the Manager. A copy of the answer will be provided to the union steward named on the grievance.

STEP III - If the grievance is not resolved at Step II, within seven (7) working days of the Step II decision, I.B.E.W. Local 1600 may submit the matter to arbitration.

Representatives of the Union and Borough will meet and attempt to agree on an arbitrator. If the parties fail to agree on an arbitrator within seven (7) working days of the notice to submit the matter to arbitration, either party may notify the American Arbitration Association requesting a list of seven (7) possible arbitrators. Each party shall alternately strike a name until one name remains and that person shall be the impartial arbitrator. The Union shall make the first strike.

In rendering a decision, the arbitrator shall be confined to an interpretation of the meaning of the terms of this Agreement and shall not have any authority to add to, subtract from or modify

in any way any of the provisions of this Agreement or its duly authorized supplements. The decision of the arbitrator shall be final and binding on the parties.

Cost of the arbitrator will be shared equally by the parties. Each party shall bear the expenses of its witnesses and other expenses incurred in the presentation of its case and other expenses incidental to the proceeding, including the cost of the stenographic record of all testimony presented to the arbitrator shall be borne equally by the Borough and the Union.

### **C. Forms**

Forms for filing grievances, and other necessary documents will be prepared by the Union and distributed to the Chief Steward and other Stewards. Local 1600's grievance forms will be accepted by the Borough. Forms will also be available at a designated location within Borough Hall. Non-availability of forms shall not excuse compliance with the provisions thereof.

## **ARTICLE 28** **TOTALITY OF AGREEMENT**

The Borough and the Union acknowledge this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 195 of 1970 and constitutes the entire agreement between the parties for the duration of the life of said Agreement or any extensions thereof. Each party waives the right to bargain collectively with the other with reference to any subject, matter, issue or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

## **ARTICLE 29** **SENIORITY LISTS**

The Borough will provide quarterly seniority lists to Local 1600.

**ARTICLE 30**  
**TIME OFF FOR UNION BUSINESS**

- A. Any employee elected or appointed to serve in a Union Officer capacity will be granted one (1) day per month without pay to attend to monthly Union business. The Borough will allow this for up-to three (3) employees per month. No more than one (1) employee per department may be off for Union business at any given time.
  
- B. In addition to the union officers mentioned in article 30, A, up to ten (10) additional days off per year without pay (grand total of 10 days irrespective of number of users) will be granted to Union designated employees to attend Union conferences, workshops or conventions, provided the Borough's operating conditions permit.
  
- C. During the three (3) month period immediately prior to the expiration date of this contract, up to five (5) members of the Union's negotiation committee will be granted up to three (3) days off without pay (no more than one (1) day in any week) to prepare for negotiations. Moreover, a maximum of five (5) members of the Union's negotiating committee will be granted release time from scheduled work to participate in bargaining during the work day. For time spent in joint negotiations between the Union and the Borough for a successor collective bargaining agreement, the Borough will pay up to five (5) employee members of the Union bargaining committee up to four (4) eight-hour days pay per person per round of bargaining for a successor contract at straight time rates. Paid negotiating time shall commence at the mutually agreed upon time for the start of the bargaining session, and shall end with the completion of the joint session for the day. A round of bargaining is the total number of days that the parties meet as part of the process to negotiate a successor collective bargaining agreement. In no event will the Borough's obligation be more than four (4)


eight-hour days pay per employee, or a grand total of one hundred sixty (160) hours pay at straight time rates for the five (5) members of the Union bargaining team.


**ARTICLE 31**  
**DRESS CODE**

The parties agree that the employees are a reflection of the Borough and that employees shall refrain from wearing inappropriate clothing, such as torn, stained or tattered clothing, or any other clothing or personal items that present a poor public appearance.

**ARTICLE 32**  
**USE OF BULLETIN BOARDS**

The Borough will provide bulletin board space, which may be used by the Union for official Union business. Union postings (inclusive of stickers and bumper stickers) are limited to bulletin boards and may not be affixed (either permanently or temporarily) on other Borough property or vehicles without the express written permission of the Borough.

  
\_\_\_\_\_  
FOR THE BOROUGH OF EPHRATA                      3/28/2017  
DATE

  
\_\_\_\_\_  
FOR IBEW LOCAL 1600                                      4/4/17  
DATE

# **INDEX JOB CLASSIFICATIONS**

## **Wastewater Treatment**

Chief Operator  
Quality Assurance Technician  
Plant Operator I  
Plant, Operator II  
Plant Operator III  
Apprentice Plant Operator  
Maintenance Technician  
Maintenance Worker

## **Water Treatment**

Chief Operator  
Plant Operator I  
Plant Operator II  
Plant Operator III  
Apprentice Plant Operator

## **Public Works**

Crew Leader  
Construction Technician  
Certified Mechanic  
I&I Foreman  
Mechanic  
Equipment Operator  
Public Works cont.  
Temporary Utility Worker

## **Electric**

Crew Leader  
First Class Lineman  
Lineman Helper

## **Engineering**

Engineering Technician

## **Code Enforcement**

Building Inspector  
Codes Compliance Rep

## **Business Office**

Customer Service  
Meter Reader

## **Police**

Secretary  
Community Service Officer  
Laborer

**2017 - 2021 IBEW CONTRACT WAGE SCALES**

<b>Dept: Wastewater Treatment</b>		<b>Title: Chief Operator</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Start	27,53	28,36	28,64	29,50	
After One Year	30,07	30,97	31,28	32,22	
<b>Dept: Wastewater Treatment</b>		<b>Title: Q.A. Technician</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Wage Rate	27,53	28,36	28,64	29,50	
<b>Dept: Wastewater Treatment</b>		<b>Title: Plant Operator I</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Wage Rate	25,46	26,22	26,49	27,28	
<b>Dept: Wastewater Treatment</b>		<b>Title: Plant Operator II</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Wage Rate	24,83	25,58	25,83	26,61	
<b>Dept: Wastewater Treatment</b>		<b>Title: Plant Operator III</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Wage Rate	23,74	24,45	24,70	25,44	
<b>Dept: Wastewater Treatment</b>		<b>Title: Apprentice Operator</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Wage Rate	21,35	21,99	22,21	22,88	
<b>Dept: Wastewater Treatment</b>		<b>Title: Plant Maintenance Technician</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Start	26,38	27,17	27,45	28,27	
After One Year	29,43	30,31	30,62	31,53	
<b>Dept: Wastewater Treatment</b>		<b>Title: Maintenance Worker</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Start	20,67	21,29	21,50	22,15	
After One Year	21,71	22,36	22,58	23,26	
After Two Years	22,16	22,82	23,05	23,74	
After Three Years	23,74	24,45	24,70	25,44	
<b>Dept: Wastewater Treatment</b>		<b>Title: I &amp; I Equipment Foreman</b>			
	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
Start	26,38	27,17	27,45	28,27	
After One Year	29,43	30,31	30,62	31,53	



**2017 - 2021 IBEW CONTRACT WAGE SCALES**

**Dept: Wastewater Treatment**

**Title: I & I Equipment Operator**

Start	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
After One Year	21,18	21,82	22,03	22,69
After Two Years	21,66	22,31	22,53	23,21
After Three Years	23,14	23,83	24,07	24,80

**Dept: Wastewater Treatment**

**Title: I & I Laborer**

Start	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
After One Year	19,25	19,83	20,03	20,63
After Two Years	19,76	20,35	20,56	21,17
After Three Years	21,08	21,71	21,93	22,59

**Dept: Water Treatment**

**Title: Operator I**

Wage Rate	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
	27,53	28,36	28,64	29,50

**Dept: Water Treatment**

**Title: Operator II**

Wage Rate	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
	25,46	26,22	26,49	27,28

**Dept: Water Treatment**

**Title: Operator III**

With Certification	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
	22,60	23,28	23,51	24,21

**Dept: Water Treatment**

**Title: Chief Operator**

Start	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
After One Year	27,53	28,36	28,64	29,50
	30,07	30,97	31,28	32,22

**Dept: Public Works**

**Title: Crew Leader**

Start	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
After One Year	22,55	23,23	23,46	24,16
	26,60	27,40	27,67	28,50

**2017 - 2021 IBEW CONTRACT WAGE SCALES**

<b>Dept: Public Works</b>		<b>Title: Construction Technician</b>			
	<u><b>2017</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>	
Start	22,55	23,23	23,46	24,16	
After One Year	26,60	27,40	27,67	28,50	
<b>Dept: Public Works</b>		<b>Title: Certified Mechanic</b>			
	<u><b>2017</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>	
Start	21,18	21,82	22,03	22,69	
After One Year	22,22	22,89	23,12	23,81	
After Two Years	22,73	23,41	23,65	24,36	
After Three Years	24,26	24,99	25,24	25,99	
<b>Dept: Public Works</b>		<b>Title: Mechanic</b>			
	<u><b>2017</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>	
Start	20,86	21,49	21,70	22,35	
After One Year	21,90	22,55	22,78	23,46	
After Two Years	22,37	23,05	23,28	23,97	
After Three Years	23,91	24,63	24,87	25,62	
<b>Dept: Public Works</b>		<b>Title: Equipment Operator</b>			
	<u><b>2017</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>	
Start	19,69	20,29	20,49	21,10	
After One Year	20,71	21,33	21,55	22,19	
After Two Years	21,18	21,82	22,03	22,69	
After Three Years	22,60	23,28	23,51	24,21	
<b>Dept: Public Works</b>		<b>Title: Laborer</b>			
	<u><b>2017</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>	
Start	18,31	18,86	19,05	19,62	
After One Year	19,25	19,83	20,03	20,63	
After Two Years	19,76	20,35	20,56	21,17	
After Three Years	21,09	21,72	21,94	22,60	
<b>Dept: Public Works</b>		<b>Title: Temporary Utility Worker</b>			
	<u><b>2017</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>	
Wage Rate	13,93	14,35	14,49	14,93	

**2017 - 2021 IBEW CONTRACT WAGE SCALES**

**Dept: Electric Department**

**Title: Crew Leader**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Start	38,68	39,84	40,24	41,45
After One Year	42,51	43,79	44,23	45,55

**Dept: Electric Department**

**Title: 1st Class Lineman**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Lineman Help - 6 Mos.	24,83	25,58	25,83	26,61
Level 1	26,68	27,48	27,75	28,59
Level 2	30,32	31,23	31,54	32,48
Level 3	32,42	33,39	33,72	34,74
Level 4	34,48	35,51	35,87	36,95
Level 5	36,56	37,66	38,03	39,17
Job Rate	40,35	41,56	41,97	43,23

**Dept: Engineering**

**Title: Engineering Technician**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Start	26,90	27,71	27,98	28,82
After One Year	29,90	30,80	31,11	32,04

**Dept: Codes Enforcement**

**Title: Building Inspector/Codes Compliance Representative**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Building Inspector	20,53	21,14	21,36	22,00
Level I	23,41	24,11	24,35	25,08
Level II	25,02	25,77	26,03	26,81

**Dept: Codes Enforcement**

**Title: Surveyor**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Wage rate	25,05	25,81	26,06	26,85

**Dept: Business Office**

**Title: Customer Service Representative**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Start	18,98	19,55	19,75	20,34
After One Year	19,98	20,58	20,79	21,41
After Two Years	20,48	21,09	21,31	21,94
After Three Years	21,88	22,54	22,76	23,44

**Dept: Business Office**

**Title: Meter Reader**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Start	18,15	18,69	18,88	19,45
After One Year	19,09	19,66	19,86	20,45
After Two Years	19,71	20,31	20,51	21,12
After Three Years	20,88	21,50	21,72	22,37

**2017 - 2021 IBEW CONTRACT WAGE SCALES**

**Dept: Business Office**

**Title: Custodian**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Start	17,48	18,01	18,19	18,73
After One Year	18,43	18,98	19,17	19,74
After Two Years	20,48	21,09	21,31	21,94
After Three Years	21,88	22,54	22,76	23,44

**Dept: Police**

**Title: Secretary**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Start	18,98	19,55	19,74	20,34
After One Year	19,98	20,58	20,79	21,41
After Two Years	20,48	21,09	21,31	21,94
After Three Years	21,88	22,54	22,76	23,44

**Dept: Police**

**Title: Community Service Officer**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Start	18,98	19,55	19,74	20,34
After One Year	19,98	20,58	20,79	21,41
After Two Years	20,48	21,09	21,31	21,94
After Three Years	21,88	22,54	22,76	23,44

**Dept: Police**

**Title: Crossing Guard**

	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Wage Rate	0	0,00	0,00	0,00