

Agreement

Between

Borough of Mifflinburg

And

**American Federation of State, County
and Municipal Employees, AFL-CIO
District Council 86**

Local 3133

Effective January 1, 2016 to December 31, 2018

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EMPLOYMENT CONTRACT

THIS CONTRACT made this 19th day of, January, 2016, entered into by and between the BOROUGH OF MIFFLINBURG (hereinafter referred to as "Borough"), a municipal corporation organized under the laws of the Commonwealth of Pennsylvania, with its office and place of business at 120 N. Third Street, Mifflinburg, Union County, Pennsylvania 17844;

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and its LOCAL NO. 3133 the exclusive bargaining representative of the certain non-uniformed employees of Mifflinburg Borough (hereinafter referred to as the "UNION").

THE BACKGROUND OF THIS CONTRACT IS AS FOLLOWS:

It is the intent and purpose of the parties hereto to promote and improve the efficiency of the Employer's operations and continued harmony between the Borough and its employees; to establish a basic understanding relative to hours of work, rates of pay and conditions of employment; and to provide for a peaceful method of settling disputes which might arise concerning the application of such understanding.

NOW, THEREFORE, FOR THE MUTUAL COVENANTS AND UNDERTAKINGS HEREIN STATED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1
(RECOGNITION)

1.1 Recognition. The Borough recognizes the UNION as the sole and exclusive bargaining representative for the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case NO. PERA-R-13, 382-C and more particularly as follows:

This is a subdivision of the Borough unit comprised of all full-time and regular part-time secretarial/clerical employees, utility maintenance employees, general maintenance employees, electric linemen and working foreman; and excluding professional employees, management level employees, supervisors, first-level supervisors, confidential employees and guards as defined in the Act.

ARTICLE 2
(GENERAL PROVISIONS)

2.1 Rates of Pay. This Contract sets forth a complete agreement between the parties with respect to rates of pay, as set forth in Exhibit A, wages, hours of work and other conditions of employment.

2.2 No Discrimination Clause. There shall be no discrimination or distinction in the treatment of an individual or group in matters affecting their employment status because of race, age, religion, national origin, sex, union affiliation or non-affiliation or political affiliation.

2.3 Employee Defined. The terms "employee" and "employees" as used in this Contract shall be deemed to apply only to those persons within the hereinafter described bargaining unit and this Contract shall apply to and affect only such persons.

2.4 Regular Part-Time Employee Defined. A regular part-time employee shall be an employee who works a minimum of twenty-eight (28) hours per week. With the exception of life/disability insurance, health insurance and pension benefits, all other benefits provided the full-time employees shall be provided to these regular part-time employees in proportion to the amount of hours they work to that worked by a full-time employee.

2.5 Permanent Employee Defined. A permanent employee is an individual who has successfully completed the required probationary period set forth in this agreement.

2.6 Temporary Employee Defined. A temporary employee shall be an individual whose employment is limited in duration to not more than six (6) months for the purpose of filling a temporary vacancy within the bargaining unit by separate agreement. If the temporary vacancy exceeds the six (6) month period, the six (6) month temporary status may be extended upon agreement by management and the union.

ARTICLE 3 (MAINTENANCE OF MEMBERSHIP)

3.1 Maintenance of Membership. Each employee who, on the effective date of this Contract, is a member of the UNION and each employee who becomes a member after that date shall maintain his membership in the UNION, provided that such employee may resign from the UNION during a period of fifteen (15) days prior to the expiration of this Contract. The payment of dues and assessments, while a member, shall be the only requisite employment condition.

3.2 Dues Deductions. The Borough agrees to deduct the monthly membership dues of the UNION from the pay of those employees who individually request to the Borough 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.

3.3 Use of Coercion. Neither the UNION nor its members will use any form of coercion to force non-member employees to join the UNION.

3.4 Hold Harmless. The UNION shall indemnify and hold the Borough harmless against any and all claims and liability that may arise out of any action taken by the Borough for the purpose of complying with this Article.

ARTICLE 4
(MANAGEMENT)

4.1 Management Rights. The UNION acknowledges that it is the exclusive function of the Borough to hire, promote, demote, transfer, classify and suspend employees; and also the right of the Borough to discipline or discharge any employee for just cause.

4.2 Managerial Policy. The UNION recognizes the exclusive rights of the Borough to determine the operating policies and to manage the Borough in light of its experience, business judgment, and changing conditions. It is understood and agreed that all rights, powers and authorities possessed by the Borough prior to the signing of this Agreement, whether exercised or not, shall be retained by the Borough. All management functions and responsibilities which the Borough has not expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Borough. These management rights include, but shall not be limited to, the right to establish and administer policies, procedures and standards of services related to Borough operations, including research education, training, services and maintenance of the Borough; to determine Borough financial, budgetary, accounting and organizational policies and procedures; to introduce a change in method or methods of operation which will produce a change in job duties and reduction in personnel; the right to give or assign work to outside contracts when, in the judgment of the Borough, current employees do not have the time nor the necessary experience to perform the work; no employee shall be subject to layoff solely as a result of the giving of outside contracts; the right to allocate Act 205 monies to the Pension Plan established for the benefit of Borough employees; to reprimand, suspend, discharge and otherwise discipline employees; to hire, promote, transfer layoff and recall employees to work; to evaluate and determine the qualifications of and selection of employees for promotion; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to require employees to work overtime; to control and regulate the use of facilities, supplies, equipment and other Borough property; to determine the number, location and operation of division, departments and all other units of the Borough; the assignment of work, the qualifications required, the size and composition of the work force, to make or change Borough rules and regulations, policies and practices; and to otherwise manage the Borough, attain and maintain full operating efficiency and direct the workforce. It is agreed that the above recited management rights are not subject to the grievance and arbitration procedures set

forth herein unless the Borough has violated a specific term or provision of one or more of the other Articles of this Contract.

ARTICLE 5
(PROBATIONARY PERIOD)

5.1 Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months of employment and may be discharged without recourse to the grievance procedure as set forth in this Contract during the probationary period. The probationary period can be extended for an additional three (3) months by written agreement between the Borough and the district council of the Union. Probationary employees continuing employment after the probationary period and upon approval by the Borough Council shall be considered regular employees with seniority commencing with the last date of hire.

ARTICLE 6
(HOURS OF WORK)

The following sections and paragraphs are intended to define the normal hours of work but shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

6.1 Work Week. The regular work week shall consist of five (5) days per week, Monday through Friday, from 7:00 am to 12:00 pm and from 12:30 pm to 3:30 pm, with one fifteen minute coffee break in the morning and one fifteen minute coffee break in the afternoon. Coffee breaks shall be taken on the job site.

6.2 Office Staff Hours. The office staff shall work from 8:00 am until 4:30 pm, Monday through Friday, with one-half (1/2) hour unpaid lunch period each day.

6.3 Overtime. Overtime at the rate of one and one-half times the employee's individual hourly rate will be paid for all hours worked in excess of forty (40) hours in any work week. This forty hour requirement includes vacation and sick leave time.

6.4 Pyramiding of Overtime. There shall be no pyramiding of overtime.

6.5 Scheduling of Overtime. The Borough shall have the right to schedule overtime when, in its discretion, same is required. Employees are expected to work a reasonable amount of overtime. If there are no qualified volunteers to work overtime, then the least senior qualified person must work overtime.

6.6 Allocation of Overtime. Overtime hours shall be equally divided among the qualified employees in each area insofar as is practicable.

6.7 Equalization of Work Hours. The equalization of work hours will not be on a week-to-week or month-to-month basis but will be equitably divided over a period of time, typically six (6) months. If at the end of six months there is an imbalance in the allocation of overtime work, no grievance will be filed but the Borough will attempt to equalize it over the next six month period.

6.8 Computation of Partial Hours. Any portion of an hour worked on overtime will be adjusted upward to the nearest half-hour for the purpose of computing overtime for the payroll.

6.9 Assignment of Off-Hours Employees. All maintenance employees shall be assigned, on a rotating basis, to be available for weekend and holiday duty. Probationary employees must work for the Borough for three (3) months before they are eligible for weekend duty. Two employees each weekend and each holiday (as determined by Section 14.1) shall be guaranteed three (3) hours pay at time and one-half (1 1/2) for Saturday; three (3) hours pay at time and one-half (1 1/2) for Sunday, and three (3) hours pay at time and one-half (1 1/2) for holidays. Work performed on Easter, Thanksgiving and Christmas shall be double time. The work responsibilities for each two-man team shall include, but not be limited to, routine care at the water treatment plant, waste water treatment plant and pump stations. Hazardous work shall be performed in tandem. The scope of work and responsibilities for work to be performed at the water treatment plant and the waste water treatment plant shall be in accordance with a written procedure prepared by personnel with appropriate Pennsylvania Department of Environmental Protection Operator's Certificates and the Borough Manager.

6.10 Work Shifts. The Borough has no intention of instituting a different shift than at the present during the life of this Contract. If another permanent shift is instituted, the permanent shift change will be posted two (2) weeks in advance and the rate shall be negotiated with the UNION. If no agreement on the rate is reached, negotiations will continue and any settlement will be made retroactive to the date the new shift began. Temporary shift changes will be posted forty-eight (48) hours in advance, unless an emergency situation dictates the change in shift.

6.11 Assignment of Duties. The regular daily working hours shall be directed by the Borough Manager or his or her designee. When an employee is called out to perform work after securing from the regular work day hours, he or she will be credited with a minimum of two (2) hours of work time during this period or credited with the actual time worked should the time exceed two hours.

6.12 Performance of Bargaining Unit Work by Non-Bargaining Unit Employees. Given the size of the Borough work force and the specialized skills of Borough employees, non-bargaining unit employees may perform bargaining unit work for the purpose of instruction, illustration, lending an occasional hand as a matter of safety or in emergency situations to carry out the functions and programs of the Borough or to maintain the Borough's standard of service. Non-bargaining unit employees performing bargaining unit work as described in this section will not result in the layoff of bargaining unit employees.

ARTICLE 7 (SENIORITY)

7.1 Commencement. Seniority shall commence from the employee's date of last hire after completion of the probationary period.

7.2 Loss of Seniority. Employees shall lose seniority and employment shall cease for the following reasons:

7.2.1 the employee quits or resigns;

7.2.2 the employee is discharged by the Borough;

7.2.3 the employee is absent for three (3) working days without notifying the Borough;

7.2.4 the employee works on another job or for another Borough while on leave of absence;

7.2.5 the employee fails to return to work within five (5) working days after recall from layoff;

7.2.6 the employee fails to return as scheduled from an approved leave of absence; or

7.2.7 the employee is laid off for a period in excess of six (6) months.

7.3 Seniority Disputes. In the case of seniority disputes, the Borough's records shall govern.

7.4 Seniority Prevailing. In the event of an increase or decrease in personnel, length of service shall prevail as between employees physically fit and competent through knowledge, training, skill, efficiency and prior work record to perform the available work.

7.5 Job Positions Available. When a vacancy occurs or a new position is created in the bargaining unit, an opportunity shall be afforded employees to all permanent full time employees to bid for job openings by signing and dating the notice within the time frame specified on the notice. The notice shall not specify a bidding time frame less than three (3) working days following the posting. Notices of job openings shall be posted on the bulletin board at the Borough office and at the Maintenance Facility. The posted notice shall state the position open and the qualifications necessary.

7.6 Accumulation of Seniority. Any employee, who was or will hereinafter be promoted to any supervisory position, or to any other position not included in the bargaining unit, shall continue to accumulate seniority. If said employee should no longer qualify for such a position, or if such a position is abolished within six (6) months, he or she may be transferred back to his former position with accumulated seniority. If requested by the UNION, the Borough will furnish to the UNION annually a seniority list of employees in the bargaining unit.

7.7 Notice Before Leaving Employment. All regular employees of the Borough are requested to work out a two (2) week notice before leaving the employment of the Borough, and the Borough will provide a two (2) week notice to the employee before laying him/her off his/her work.

ARTICLE 8 **(LEAVES OF ABSENCE)**

8.1 Leave of Absence. An unpaid leave of absence may be granted for up to six (6) months to employees on certification from a physician that such leave of absence is necessary for medical reasons. The physician's written statement shall include the diagnosis, the estimated length of disability, and expected date of the

employee's return. Such medical leave of absence may be extended in the sole discretion of the Borough for an additional three (3) months.

8.2 Validation of Need. The Borough may require a second opinion of a physician selected by it to validate the need for a medical leave of absence.

8.3 Leaves for Personal Reasons. The Borough will consider granting a leave of absence for personal reasons, if the reasons given are satisfactory in the Borough's judgment. Except in emergencies, such leaves must be requested in advance and in writing to Borough Council prior to its regularly-scheduled meeting.

8.4 Military Related Leaves. Employees who serve with the Pennsylvania National Guard or Reserves shall receive pay for the period of their absence from work while at summer camp in accordance with the provision of existing law.

ARTICLE 9 **(BULLETIN BOARD)**

9.1 Use of Bulletin Board. The Borough shall provide space on a bulletin board for use of the UNION. The UNION may use this bulletin board provided such notice pertained to official UNION business and is non-political in nature. The UNION further agrees that it will not post any material of an inflammatory or critical nature and that no notices posted by them will be posted any place on the Borough's property other than the space on the bulletin board so provided.

ARTICLE 10 **(GRIEVANCE PROCEDURE)**

10.1 Grievance Procedure. A grievance, as that term is used within this section, is any dispute regarding the interpretation and/or implementation of one or more provision of this Contract. The term "Grievance" shall include matters relating to the interpretation or application of the terms of this Agreement. An earnest effort shall immediately be made to settle any differences in the following manner:

Step 1. The grievant, either alone or accompanied by a UNION representative or the UNION where entitled, shall present the grievance in writing to the employee's immediate supervisor within five (5) working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The immediate supervisor will attempt to resolve the matter and report a decision to the grievant or UNION representative in writing within five (5) working days of receipt of the grievance.

Step 2. If the grievance remains unresolved after Step 1 within five (5) working days after the immediate supervisor's response, the grievant or the UNION representative may refer the grievance to the Borough Manager. The Manager will respond in writing within five (5) working days of receipt of the grievance.

Step 3. If the grievance remains unresolved after Step 2, the UNION shall serve upon the Borough a notice in writing of the intent to proceed to mediation within five (5) working days after the Step 2 response.

The notice shall identify the provisions of the agreement in dispute, the employees involved and a copy of the grievance. The UNION will contact the Bureau of Mediation with a request to have a mediator listen to both sides and provide the UNION and Borough with a recommendation. This mediation will not be binding to either party and any recommendation made by the Mediator can not be introduced into arbitration, if the arbitration step (Step 4) is used.

Step 4. If the grievance remains unresolved after Step 3, the UNION shall serve upon the Borough a notice in writing of the intent to proceed to arbitration within five (5) working days after receipt the step 3 recommendation. The notice shall identify the provisions of the agreement in dispute, the employee(s) involved and a copy of the grievance. Said appeal shall be submitted to the Philadelphia Office of the American Arbitration Association in accordance with Section 903 of the Public Employee Relations Act (PLRA). The then-existing American Arbitration Association Labor Arbitration Rules shall govern the selection of the arbitrator. The arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearing or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved and upon the parties to this agreement.

10.2 The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits, and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

10.3 The arbitrator's jurisdiction shall be limited to the issues placed before the arbitrator by the parties, and the arbitrator shall not have jurisdiction to add to, subtract from, or modify the provisions of this agreement.

10.4 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. If a Court Stenographer is agreed to by both parties, the Borough and UNION shall each pay one-half (1/2) the cost of the Court Stenographer who shall make a stenographic record of each arbitration case.

10.5 All time limits contained in this Article may be extended by mutual agreement.

10.6 An employee shall be permitted to have a representative of the UNION present at each step of the grievance procedure up to and including Step 5 subject, however, to Section 6.06, Article IV of the Public Employee Relations Act.

10.7 The failure of the grievant or UNION representative, to proceed to the next level of the grievance procedure within the time limits set forth unless the time limit has been mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Borough's representatives at any level, to give their written response within the specified time limit shall automatically move the grievance to the next step, unless the time limits have been extended by mutual agreement.

10.8 Grievances may only be submitted to arbitration during the life of the Contract and the arbitrator may only hear a single grievance unless the parties jointly agree otherwise.

10.9 The arbitrator shall not award back pay for any period before the dispute was first submitted by the UNION or the aggrieved employee to the Borough, and, if an arbitrator awards back pay, then any compensation received by the aggrieved employee during the non-working period must be deducted from the award.

10.10 It is understood that the Borough and the UNION are authorized to settle grievances at any time during the grievance procedure and at any time prior to the final decision of the grievance by the arbitrator; provided, however, that any such settlement shall not be accepted by both parties as a precedent for any other grievance that may be filed.

ARTICLE 11 (STRIKES AND LOCKOUTS)

11.1 Policy. The UNION recognizes that the Borough must operate continuously and the employees' need to perform their work so there is not interruption of services.

11.2 Limitation on Strikes. The UNION agrees that there shall be no strike, stoppage, slowdown, walkout, sit down, concentrated refusal to work overtime, or any other interruption of work or impeding of work or prevent or attempt to prevent the access of employees or anyone properly having access to the Borough's facilities during the term of this Contract (all of which are hereinafter referred to as "strike"). The Borough agrees that there shall be no lock outs during the term of this Contract. The Borough shall be under no obligation to discuss or bargain with the UNION concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this Contract.

11.3 Prompt Termination. In the event of any such strike, the UNION agrees that it will, in good faith and without delay, exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the employee or employees involved therein shall return to work.

11.4 Violation of Strike Clause. Employees who engage in a strike in breach of this Article may be subject to discipline up to and including discharge without recourse to the grievance and arbitration procedure of this Contract. However, an issue of fact as to whether or not any particular employee has engaged in such violation may be subject to the grievance procedure and/or arbitration.

ARTICLE 12 (BEREAVEMENT PAY)

12.1 Bereavement Pay. An employee who is absent from work in order to attend the funeral of a member of the employee's immediate family shall receive pay for the time lost from his regular work week not

to exceed five (5) days of eight (8) hours at his regular rate. For the purpose of this particular section, these days may be taken in a non-consecutive sequence.

12.2 Immediate Family Member. An immediate member of the employee's family shall be: wife, husband, child, mother, father, brother, sister, mother-in-law, and father-in-law.

ARTICLE 13
(VACATIONS)

13.1 Vacations. All full-time employees on the payroll as of January 1 of each year shall be entitled to vacation with pay, in accordance with the following schedule:

(A) Any employee hired on or before January 1, 1993, and who has been in continuous employment of the Borough shall be entitled to vacation with pay in the year in accordance with the following schedule:

Service	Vacation Time Allowed
1 Year	5 Days
2 Years	10 Days
4 Years	11 Days
6 Years	12 Days
8 Years	13 Days
10 Years	15 Days
12 Years	16 Days
14 Years	17 Days
16 Years	18 Days
18 Years	19 Days
20 Years	20 Days
25 Years	25 Days

Any employee hired on or after January 1, 1993, and who has been in continuous employment of the Borough shall be entitled to vacation with pay in the year in accordance with the following schedule:

Service	Vacation Time Allowed
1 Year	5 Days
2 Years	10 Days
4 Years	11 Days
6 Years	12 Days
8 Years	13 Days
10 Years	15 Days
11 Years	16 Days
12 Years	17 Days
13 Years	18 Days
14 Years	19 Days
15 or more Years	20 Days

(B) Any employee hired, or terminated, during any contract year, except for any employee hired on or before December 31, 1989, shall receive a pro rated share of the vacation time earned, if not taken, during the time employed in said contract year.

13.2 Rate of Vacation Pay. The rate of vacation pay shall be the employee's regular hourly rate on a straight time basis as of the time vacation was taken.

13.3 Vacation Schedule. A vacation schedule shall be established for all employees. A copy of this schedule will be posted in the equipment center. Vacations shall be scheduled and granted on a first come, first served basis for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. The parties acknowledge the Borough's ability to deny an employee's vacation request. All vacation leave must be requested and approved a minimum of twenty-four (24) hours in advance. If the nature of the work makes it necessary to limit the number of employees on vacation at the time, the employee with the greatest seniority with the Borough shall be given a choice of vacation periods in the event of any conflict in selection. Employees requesting a complete week's time off shall have precedence over employees scheduling single days off. All vacation days that must be taken in any given year must be scheduled by October 31 of that year. Any vacation requests after October 31 shall be granted, subject to management maintaining efficient operations, on a first come, first served basis. If there are seniority claims for vacation scheduling after October 31, that are requested the same day, the employee with the greatest seniority will be given preference.

13.4 Vacation Carryovers. A maximum of five (5) days of vacation may be carried over to the next year.

ARTICLE 14 **(HOLIDAYS)**

14.1 Holidays. Eligible employees will be paid eight (8) hours pay at the employee's regular straight time hourly rate for the following holidays, if not worked: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

14.2 Qualifying Employees. To qualify for the above benefits, an eligible employee shall have:

14.2.1 completed his probationary period prior to the date of such holiday;

14.2.2 worked the full work day immediately preceding such holiday and the full work day immediately following such holiday;

14.2.3 performed work for the Borough during the last week in which the above-named holidays fall, unless he/she was absent on vacation; and

14.2.4 reported as scheduled and actually performed the assigned work when the employee is scheduled to work on such holiday. Notwithstanding the requirement of paragraph 14.2.2 herein, employees would not have to work the day before and the day after the holiday in order to be paid for the holiday in the following circumstances:

(a) Personal Day - if requested in advance and approved by the Borough Manager.

(b) Sick Day - with doctor's excuse although absent only for one (1) day.

(c) Vacation - approved in advance.

14.3. Holiday Rate of Pay. Time worked on Easter, Thanksgiving or Christmas will be paid for at a rate twice the normal hourly wage of the employee. Any work performed on any of the other designated holidays (except personal day) shall be paid at the rate of time and one-half (1 1/2) the employee's normal hourly wage.

14.4 Personal Days. Each employee shall be entitled to four (4) paid days off for personal reasons. One of these days shall be the employee's birthday. This day may be used in the same manner as the other personal days. Any employee hired or terminated during any contract year shall receive a prorated share of the personal leave time earned during the time employed in said contract year.

ARTICLE 15 **(USE OF VEHICLES)**

15.1 Use of Personal Vehicles. Except in exceptional circumstances, employees shall not be required to use their personal vehicles for Borough business, however, if an employee is required to use their personal vehicle for Borough business, they shall be reimbursed at the IRS prevailing mileage rate for the actual miles traveled for Borough approved business only.

15.2 Travel to Training Sessions. Employees shall be paid at the prevailing IRS rate when he/she uses their personal vehicle for travel to educational or training sessions.

ARTICLE 16 **(UNIFORMS AND CLOTHING)**

16.1 Uniforms and Clothing. The Borough will provide employees with specialty clothing required for the performance of the employee's job such as coveralls for all outside employees, gloves, hard hats, and rain gear. The Borough will permit lineman to purchase lineman's climbing boots required for the performance of their job and will reimburse them up to \$150 per year for approved footwear. The annual lineman footwear allotment if not used may be carried over to the next calendar year, allowing employees a maximum lineman footwear reimbursement of \$300 every two (2) years for approved footwear.

ARTICLE 17 **(WORK-RELATED INJURIES)**

17.1 Pay for Work Related Injuries. If an employee is injured at work in a work-related injury, he shall receive his full pay for the day of the injury if a doctor or hospital sends him home for the balance of the day.

17.2 An Employee who sustains an injury which becomes a compensable injury under the Pennsylvania Workers' Compensation Act, during the period of this agreement, shall be entitled to supplement those payments received from the Workers' Compensation Fund by using his accumulated sick, vacation or personal leave, capped in the amount of one-third (1/3) of a day of accumulated leave per absence while on leave compensated under the terms of the Workers' Compensation Act.

17.3 An Employee who sustains a non-work related injury which becomes a compensable injury under a Short Term Disability Insurance policy, during the period of this agreement, shall be entitled to supplement those payments received from the Short Term Disability Insurance policy by using his accumulated sick, vacation or personal leave, capped in the amount of one-third (1/3) of a day of accumulated leave per absence while on leave compensated under a Short Term Disability Insurance policy.

17.4 The ability to supplement payments received while on leave compensated under the terms of the Workers' Compensation Act or while on leave compensated under a Short Term Disability Insurance policy shall not continue if an employee is separated from Borough employment due to his inability to return to duty (or for any other reason). In that instance, following separation, an employee may be eligible for continued payments under the Pennsylvania Workers' Compensation Act or the Short Term Disability Insurance policy and may additionally be entitled to payment for accumulated, but unused, leave time; provided, however, that payment for any accumulated, but unused, leave time is addressed specifically in this Agreement.

17.5 Eyeglasses. If an employee who wears glasses damages said glasses in a work-related accident, he shall be entitled to replacement or repair of said glasses up to an amount equal to the cost of the glasses which were damaged.

17.6. Drug and Alcohol Testing. All employees covered by this Contract shall be subject to pre-employment, post accident and random drug and alcohol testing. This testing shall be completed in accordance with the standards for testing required for CDL drivers.

ARTICLE 18 (HEALTH AND WELFARE)

18.1 Insurance Coverage. Subject to the language contained in Article 18, the Borough shall provide health insurance for each full time employee (as well as their spouse and dependents) covered by this Contract who were hired prior to December 31, 2015. The Borough will provide health insurance for any employee (only) hired after January 1, 2016 who successfully completes sixty (60) days of his six (6) month probationary period. The Borough will also provide health insurance for the spouse and eligible dependents of any employee hired on or after January 1, 2016; provided that if the spouse is covered by or eligible for any other health insurance coverage, the spouse shall be required to enroll in such plan without regard to whether the spouse's plan requires any form of cost sharing or to whether the spouse's employer offers an incentive to the spouse not to enroll in such coverage. The spouse's non-borough coverage shall be considered primary coverage, and the Borough's secondary, and the enrollment in the non-borough plan shall be a condition of the spouse's eligibility for coverage by the Borough's plan. Employees hired on or after January 1, 2016 will be responsible for the full cost of any spouse or dependent coverage. The Borough shall pay any employee who waives their right to all health insurance coverage under this section two thousand dollars (\$2,000.00) per year, to be paid in four

quarterly installments (starting from January 1 of each year) of five hundred dollars (\$500.00); provided that the employee provides evidence of other available satisfactory coverage.

(A) The Borough shall have the right to change insurance carriers or plans, so long as the plans and benefits are reasonably equivalent to the current plan. Reasonably equivalent to does not mean that each and every coverage is identical. Rather, "reasonably equivalent to" means that on the whole, based upon a comparison of every particular aspect of the new coverage, a comparable benefit level to that which presently exists would continue. The Borough shall be entitled to self-insure aspects of coverage, to maintain "reasonably equivalent to." (B) Should the Borough wish to change carriers or plans subject to Section 18.1 (A), it shall notify the Union at least thirty (30) days in advance of the same. (C) The prescription plan may require a mandatory generic feature unless the prescribing physician directs "brand specific". An employee who chooses a brand drug that has a generic equivalent without the prescribing physician directing "brand specific" may be required to pay the highest co-pay set forth.

18.1.1 The Borough shall provide a group term life insurance policy with an accidental death and dismemberment benefit of fifty thousand dollars (\$50,000).

18.1.2 The Borough shall provide a short and long term disability policy of insurance solely for the employee. The policy shall provide a benefit in the amount of fifty percent (50%) of the employee's weekly wage up to a maximum of three hundred dollars (\$300). Any exclusions, elimination periods or waiting periods or any other material term affecting or defining eligibility for coverage shall be governed solely by the terms of the policy or the plan document which shall control any dispute.

18.2 Disputes Over Claims. All insurance coverage's provided for in this Agreement (including but not limited to, the group hospitalization and surgical plan, the long and short term disability coverage) is in the form of contracts between the Borough and the insurance carrier. The parties agree that the benefits provided are controlled solely by the terms of the applicable policy or plan document. No dispute over claims for any benefits provided under any insurance coverage provided for in this agreement will be subject to the grievance procedure established in this Contract.

18.3 Limit of Employer's Liability. It is expressly agreed and understood that the Borough does not accept, nor shall the Borough be charged with, any responsibility connected with the determination of liability to any employee claiming benefits provided under any insurance coverage provided for in this Agreement. It is agreed that the Borough's liability and responsibility shall be limited solely to the payment of premiums as stated above.

18.4 Reimbursement for Medical Expenses. The Borough shall reimburse an employee up to a maximum of Two Hundred Dollars (\$200) towards the cost of vision care, dental care and prescription costs

and doctors visits. Distribution of the reimbursement shall be made in increments of not less than fifty dollars (\$50) in June and December of each year. This benefit extends for each calendar year of this Contract.

18.5 Separation Bonus. Current employees hired before January 1, 2013 having twenty-five (25) or more years of service and covered under this Agreement shall be qualified to receive a separation bonus and will be grandfathered to the end of their employment assuming he retires from the Borough employment voluntarily and is not discharged from employment. For each five (5) years of continuous service to the Borough, a qualified employee shall be entitled to a bonus equal to two percent (2%) of the employee's average annual salary at the time of separation. The Borough shall pay this separation bonus to each employee on the date of said employee's separation from service with the Borough. The separation bonus shall be paid by separate check and the parties agree that the separation bonus shall not be considered part of an employee's final average salary for purposes of calculating that employee's monthly retirement benefit payment. New employees hired on or after January 1, 2013, will not receive the separation bonus.

18.6 Health Insurance Employee Premium Co-pay. Commencing January 1, 2016 and continuing through the remainder of the Contract, each employee covered by the terms of this Contract shall be required to contribute to the cost of medical insurance. The covered employee's contribution shall be made each payroll, via automatic payroll deduction, the amounts outlined below (depending on the type of medical insurance coverage selected by the covered employee). As noted above, employees hired on or after January 1, 2016 will be responsible for the full cost of spouse and dependent coverage in addition to the Employee Only Premium Share below.

Level of Coverage	Employee Premium Share Per Pay Period		
	2016	2017	2018
Family	\$54.00	\$69.00	\$69.00
Employee and Spouse	\$46.00	\$61.00	\$61.00
Parent and Children	\$46.00	\$61.00	\$61.00
Employee Only	\$36.00	\$51.00	\$51.00

18.7 Health Insurance Deductible Share. Beginning January 1, 2017, employees shall be responsible to pay one half of the annual deductible amount applicable to the coverage selected by the employee. Employees will be responsible for the first half of the deductible costs and the Borough shall be responsible for the second portion of the deductible, if applicable. Proof of the payment of this deductible may be required in order to authorize payment of the second half of the deductible share. In 2017 this would result in the following maximum deductible shares for employees:

Coverage Type:	
Family	\$500.00
Employee and Spouse	\$500.00
Parent and Children	\$500.00
Employee Only	\$250.00

Employees hired on or after January 1, 2016, who elect spouse or dependent coverage shall be eligible to receive reimbursement for up to Two Hundred Fifty (\$250.00) dollars in deductible costs from the Borough each year and such employees will be responsible for all remaining deductible costs.

ARTICLE 19
(SICK LEAVE)

19.1 Sick Leave Time. Each employee shall be entitled to receive twelve (12) sick days per year at an accrual rate of one (1) day per month. The accumulation of these sick days is unlimited. An employee may take all accumulated sick leave in a year, with full pay, and other benefits, provided that any sick leave utilized in excess of three (3) consecutive days may require, at the option of the Borough, to be verified in writing by a physician. Any employee hired or terminated during any year shall receive a prorated share of the sick time earned for the time he was employed.

19.2 Lump Sum Retirement Benefit. Upon the retirement of any employee, the employee shall be entitled to receive a lump sum payment of Ten Dollars (\$10) per day for each day of unused sick leave accumulated, up to a maximum of one hundred twenty (120) days. In the event the employee dies before his/her retirement, the Borough shall pay the employee's beneficiary Ten Dollars (\$10) per day for up to one hundred and twenty (120) days unused sick days.

ARTICLE 20
(PENSION BENEFITS)

20.1 Pension Benefits. Employees hired on or after January 1, 2013 will participate in a defined contribution plan. Funding of this plan shall be a combination of the 5% Borough share and employee contribution of 5% of the employee's base rate of compensation. Mandatory Employee Contributions will be made on a pre tax basis under IRC Section 414(h)(2).

For employees hired before January 1, 2013 the Borough shall provide employees with those pension benefits as set forth in Ordinance No. 93-05, as amended. Funding of this plan shall be a combination of the Borough - 9% of the basic wage contribution, and the employee's - 4% of basic wage contribution.

ARTICLE 21
(LABOR/MANAGEMENT MEETINGS)

21.1 Persons Permitted to Meet. The local may appoint up to two (2) persons on a committee to meet at mutually agreed times and places with representatives of the Borough to confer on "meet and discuss" matters as defined in Act 195. Council and International staff representatives may also be present. Such meetings may be initiated by either party and the agenda shall be in writing specifying the items to be discussed.

21.2 Subjects of Discussions. Safety and health may be a part of these discussions.

ARTICLE 22
(RETIREMENT MEDICAL INSURANCE)

22.1 Retirement Medical Insurance. For any full-time employee who retires with at least twenty-five (25) years of service and has attained the age of sixty-two (62) years, the Borough shall pay a maximum amount of Three Hundred Dollars (\$300) per month toward medical insurance premiums providing that the employee is not eligible for similar coverage through another source, cost free, or through federal health insurance such as Medicare. Such coverage shall apply to the retiree, his spouse, and any dependent children. It is the intent of this provision to provide such coverage for an employee, his spouse, and dependent children, as long as the employee lives and only when there is no similar, cost free, coverage available to the employee. This benefit is to be provided only for full-time employees employed as of January 1, 1995. Coverage is to be through the Borough provider or paid directly to the retiree's medical insurance provider.

ARTICLE 23
(WORKERS' COMPENSATION)

23.1 Workers' Compensation. The Borough will provide Workers' Compensation to full-time employees in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE 24
(JOB CLASSIFICATIONS)

24.1 Job Classification. The Job position classification plan shall be established revised and maintained by the Borough as a management right; consists of employment classification titles with classification requirements for each employment classification that define and describe specific representative duties and responsibilities and set forth the minimum requirements and qualifications for each classification. All job classifications for this bargaining unit are understood to have Fair Labor Standards Act (FLSA) non-exempt status.

In the event an employee fails to maintain the necessary qualifications or is unable to perform the essential functions of his/her job position classification and no vacancy in a lower job classification exists, the employee shall forfeit employment.

The Union recognizes the right of the Employer to direct its work force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's job classification. Cross utilization of employees will not affect an employee's set hourly rate of pay. Specifically, employees asked to work temporarily in classification different than their normal classification will continue to be paid at the rate of pay for their current classification.

Nothing contained in this article creates any obligation on behalf of the Borough or management to promote existing employees to higher paying job classifications based on employment credentials.

24.2 Voluntary Demotion. In the event an employee bids for, qualifies for based on the minimum job classification requirements, and is selected to fill a permanent position that is of a lower pay rate job position or classification, the employee will forfeit the higher pay rate and will assume the lower pay rate that is commensurate with the new lower pay rate upon accepting and beginning work in the new position.

24.3 Involuntary Demotion. In the event an employee is required to accept or transfer to a lower pay rate job classification due to downsizing, layoff, or elimination of his/her currently held position, said employee will retain the current rate of pay for the higher paying job position or classification.

ARTICLE 25
(WAGES AND INCENTIVE WAGES)

25.1 Wages: The base hourly rate of pay for each employee in this bargaining unit and that has a base wage that falls within the job classification pay range contained in Appendix A shall receive the following annual increases:

- January 1, 2016 - \$.60/hour for all employees
- January 1, 2017 - \$.65/hour for all employees
- January 1, 2018 - \$.65/hour for all employees

Employees who have reached the maximum pay for their job classification pay range (Exhibit A) shall receive an annual stipend of One Thousand Two Hundred (\$1,200.00) per year, and will not be eligible to receive hourly increases that will cause them to exceed the maximum pay for their job classification pay range during the term of this contract .

Employees that have not reached their annual maximum pay for their job classification pay range, but who would exceed the maximum pay for their job classification pay range if they received the "full" annual increase will receive the greater of either the increase received by those who have exceed the maximum or an increase that will get the employee to the maximum of the pay range. Management shall reserve the right to increase an employee's pay based on merit or performance within the employee's job classification range.

ARTICLE 26
(TERM OF CONTRACT)

26.1 Savings Clause. In the event that any provision of this Contract shall at any time be declared invalid by a final judgment of any Court of competent jurisdiction or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Contract shall be modified to comply with the existing regulations or laws.

26.2 Entire Agreement: The parties agree that the terms of this Agreement set forth in the entire agreement among the parties and that the parties have discharged their bargaining obligations regarding all

issues both included and excluded from this Agreement. The parties acknowledge that they have not relied upon any representation or statement, written or oral, not set forth in this Agreement.

26.3 Effective Term. This Contract shall become effective on the date executed by both the Borough and AFSCME District Council 86 and approved in a public meeting by the Borough as required by law. This Contract shall remain in full force and effect from the effective date up to and including the thirty-first (31st) day of December 2018.

26.4 The parties agree to submit requests for subsequent contract negotiations by June 30 of the final year of the contract.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound hereby, have hereunto set their hands and seals this 4th day of March 2016

ATTEST:

EMPLOYER:
THE BOROUGH OF MIFFLINBURG

Margaret A Metzger
Margaret A. Metzger

Beverly Hackenberg
Beverly Hackenberg, President

UNION:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, AND ITS LOCAL NO 3133

WITNESS :

[Signature]

Von L. Treas
Von L. Treas, Staff Rep.

[Signature]

EXHIBIT A
JOB CLASSIFICATION PAY RANGES

2016 - 2018

The pay ranges below reflected the low and high hourly wages for classification covered by this collective bargaining agreement.

	Low	High
General Maintenance 1	14.00	22.00
General Maintenance 2	11.00	19.00
Water/Sewer 1	17.75	30.00
Water/Sewer 2	14.50	22.00
Water/Sewer 3	12.00	18.00
Electric Foreman	23.25	30.00
Electric Lineman 1st Class	20.00	28.00
Electric Lineman 2nd Class	15.25	22.50
Electric Lineman 3rd Class	12.00	19.00
Billing Clerk	12.00	19.00
Police Clerk	12.00	19.00
Assistant Secretary/Clerk	9.50	15.50