

THE CITY OF JEANNETTE, PENNSYLVANIA
Administrative Assistants, Bookkeepers, Tax Collectors (Clerks)
Rehab. Specialists, Parking Enforcement

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 30



JANUARY 1, 2009 through DECEMBER 31, 2012

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THIS AGREEMENT is made and entered into this ____ day of _____, by and between the CITY OF JEANNETTE, hereinafter referred to as the “City“,

A

N

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TEAMSTERS LOCAL UNION NO. 30, of Jeannette, Pennsylvania, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”

WITNESSETH:

WHEREAS, the parties hereto are desirous of entering into an Agreement as to wages, rates and conditions of employment and to minimize or eliminate the possibility of strikes, boycotts, lockouts, and other labor disputes; and

WHEREAS, the parties hereto, through their duly authorized agents have reached agreement with respect to wages, rates and conditions of employment and have set forth such Agreement in writing hereafter; and

WHEREAS, the parties hereto have entered into this Agreement with the intent to consolidate the terms of prior and current agreements and understandings into a single Consolidated Collective Bargaining Agreement.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION:

- A. The City, pursuant to 606 of the Public Employee’s Relation Act No. 195 hereby recognizes the International Brotherhood of Teamsters, Local Union No. 30, as the sole and exclusive bargaining representative of the Employer Eligible Employees for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.
- B. The bargaining unit shall include all eligible full time and part time employees (meter maids) under the Pennsylvania Public Employee Relations Act No. 195.

Excluded from said Unit are all Management Level Employees, Supervisors, First Level Supervisors, Confidential Employees and Guards as defined in Act. 195.

- C. It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate guarantees for their health, safety and welfare. The parties hereto do acknowledge that unresolved disputes between the City and Union are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing such disputes and to provide for their resolution. The City and Union do hereby agree that this overall policy may be best accomplished by negotiating in good-faith and entering into written Agreements evidencing the results of such negotiations, and by establishing procedures to provide for the protection of the rights of the City and its employees and to ensure to the public orderly services.
- D. The accredited representatives of the Union are permitted to enter the City premises during working hours with the provision that at no such time shall such visitation rights interfere with the work requirements or any employee or the operational requirements of his/her department or the City. Prior to contacting employees during work hours, their accredited representatives will secure permission to do so from the appropriate Department Head. Such permission shall not be unreasonably denied.
- E. The Union may post Notices, Pamphlets and Memoranda concerning Union business on bulletin boards in areas so designated by the City, provided that such material is signed, dated and clearly identified as to source. No such material shall be posted which is profane, obscene or defamatory of the City or its representatives or to any individual, nor constitute election campaign material.

ARTICLE II - STRIKE PLEDGES:

- A. For the duration of this Agreement or any extension thereof, the Union, its Officers, Representatives and Members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, as such term is defined in Act. 195. The City reserves exclusive rights to discharge any employee or employees who violate the provisions of this section.
- B. In consideration of this No-Strike Pledge, the City shall not lock out employees for the duration of this Agreement or any extension thereof.

ARTICLE III - NON DISCRIMINATION:

- A. The City and the Union agree not to discriminate against any individuals with respect to hiring compensation, terms or conditions of employment, because of such individual's race, color, religion, sex, natural origin, age or non-work related handicap status nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, natural origin, age or non-work related handicap status.
- B. The City and the Union agree that there will be no discrimination by the City or the Union against any employees because of or his or her membership in the Union or because of any employees lawful activity and/or support of the Union or in any other way infringe upon the rights of such employee as guaranteed by the Public Employee Relations Act, Act. No. 195.

ARTICLE IV - MANAGEMENT RIGHTS:

- A. Except as expressly limited by the Third Class Cities Code, other relevant Statutes or Codes, Municipal Home Rule Charters or provisions of this Agreement, and reserving unto the City all management rights which by law may not be bargainable, the City shall have and retain, solely and exclusively, all other managerial responsibilities shall include, but not be limited to, the following:
 - 1. Areas of discretion or policy as to the functions and programs of the City;
 - 2. Setting standards of services;
 - 3. Providing for its overall Budget;
 - 4. The utilization of technology;
 - 5. The setting of organizational structures; and
 - 6. The selection and direction of personnel.
- B. All inherent managerial rights, management functions and prerogatives which the City has not expressly modified or restricted by a specific provision set forth in this Agreement shall be retained and vested exclusively in the City and are not subject to arbitration under the terms of this Agreement.
- C. The City shall not require, request or suggest than an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE V - UNION SECURITY:

- A. All employees on or after the one hundred twentieth day (120th) following the beginning of their employment or the effective date of this Agreement, whichever occurs last, shall, as a condition of employment, become members and maintain their membership in the Union for the duration of this Agreement.
- B. The Union shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE VI - DUES CHECK OFF:

- A. The City shall deduct regular initiation fees and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of an individual's written Authorization Card voluntarily executed by an employee for that purpose and bearing his or her signature.
- B. All deductions under Section A, above shall be transmitted to the Union no later than the twentieth (20th) day of the current month. The Union shall furnish a receipt to each employee acknowledging payment of said dues or fees. The Union shall assume full responsibility for the disposition of all funds deducted.
- C. The Union shall indemnify and hold the City harmless against and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE VII - GENERAL EMPLOYMENT CONDITIONS & JOB DESCRIPTIONS:

- A. The person designated by the City to be in authority shall have charge of the employees and shall assign work as he or she deems necessary. Employees refusing to work where assigned shall receive a one (1) week suspension for the first refusal and shall be discharged for the second refusal. Nothing in this section shall be deemed or construed to effect any other rights the City may have with respect to suspension and discharge of employees subject to this Agreement as set forth hereafter in Article XI, Section C, relating to suspension and discharge.

- B. In the event an employee is called for Jury Duty, the City will pay the difference between the compensation received by the employee as a Juror and such employee's regular wages for days missed while serving on Jury Duty.
- C. The parties hereto do hereby acknowledge that, from time to time, any employee awarded a position described above may be called upon, from time to time, to perform general duties not listed in any other job description. The parties hereto do hereby agree that, as may be deemed necessary by the City Clerk or person designated by the City to be in charge, any employee may be directed to perform general duties not listed in any job description.
- D. With prior approval by the City, and conditioned upon attendance at a certified trade or technical school, if any employee enrolls and completes a course of training in a skill to benefit the City, and prepays the cost of such course of training, the City will, upon completion with a passing grade, reimburse the employee the entire cost of the course of study, and, in addition, the City agrees to pay an additional \$.50 per hour rate increase to such employee when performing that work. Seniority shall prevail at all times.
- E. The City Clerk or other person designated by the City to be in charge, shall keep accurate time records indicating the amount of time worked.
- F. If at any time an employee's job is eliminated, he/she may bump the next junior person, etc.

ARTICLE VIII - PROTECTION OF RIGHTS:

- A. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket lines at the City's place of business.
- B. It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action, nor such employee be temporarily or permanently replaced, if an employee refuses to perform as an ally of an employer or person whose employees are on strike and which services, but for such strikes, would be performed by the employees of the employer or persons on strike.

ARTICLE IX - SENIORITY/PROBATIONARY PERIOD:

- A. For the purposes of this Agreement, the term seniority shall be defined as the length of an employee's continuous service with the City. Length of continuous service shall be computed from the date of hiring subject, however, to the following conditions:
1. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his/her rights to seniority shall cease upon the following:
 - a. Voluntary termination of his/her employment;
 - b. Discharge for just cause;
 - c. Retirement;
 - d. Absence from work without notification to the city for two consecutive work days and where the employee is unable to offer a rational explanation of his or her absence;
 - e. Self-employed work, or performing work for another employer during an approved leave of absence.
 - f. Immediately upon a final determination that an employee is permanently and totally disabled under Social Security or Workmen's Compensation Guidelines.
 2. The seniority of an employee shall also cease if, when recalled after layoff, the employee fails to return to work within a period of three (3) days after such employee has received notification by Certified Mail from the City to return. However, if the employee notifies the City within the aforesaid three (3) day period that he or she is not immediately available for work, but wishes to remain on the seniority list for a period of thirty (30) additional days. Under these circumstances, following the expiration of the aforesaid thirty (30) day period, an employee may request an additional extension from the City provided a valid reason is given to the City for such extension. The validity of such reason shall be determined solely and exclusively by the City. Nothing in this paragraph shall be deemed or construed to effect the terms of Article XI, paragraph (d) hereafter with respect to layoff recall entitlement.

3. An employee on layoff may refuse without penalty a recall unless he is guaranteed at least five (5) consecutive work days.
 4. When an employee whose continuous service has been broken by any of the above causes is again hired, he shall begin as a new employee of the City.
- B. All new employees shall be considered probationary employees for a period of 120 days from the beginning of their employment, during which time they shall have no seniority rights and entitlement under this agreement. A new employee may be summarily dismissed within said 120 days period from the date of employment at the sole discretion of the City. Such employee must be employed for 120 days during a one year period from the starting date of their employment to be classified as a regular employee. If such employee is retained beyond that 120 days probationary period he/she shall immediately thereafter be classified as a regular employee and his/her seniority and service rights shall commence as of the date of his/her first day of work within the 120 days for seniority purposes only. All probationary employees shall not be entitled to any other benefits additionally, any wage increases as received by the regular bargaining employees covered by this agreement shall be applied to the probationary employee rate. New hires in any position would be paid the rate of \$10.00 per hour and would receive the negotiated hourly rate increases as other members of the bargaining unit during the term of this contract..
- C. The City shall supply the Union within two (2) weeks after the execution of this Agreement, and any extension thereof, a list containing the names and addresses of all employees covered by this Agreement, and their length of service with the City.
- D. City wide seniority shall prevail at all times. Seniority shall be city wide (bargaining group only). For example, if an employee's job is eliminated, replaced, or the employee resigns, retires or is terminated for any reason, once that position becomes vacant, an employee within the bargaining group would have the right to bump a lower seniority employee in the same bargaining group only.

ARTICLE X - VACANCIES:

- A. In the event there is a permanent vacancy in the job classification, the City will post notice of such vacancy for a period of three (3) work days for purposes of bidding. The notice shall state which job(s) are open, how many openings exists, what qualifications are required, how the bid is to be made and the time limit for filing same.

- B. Employees who wish to bid for a vacancy shall, in writing indicate their qualifications for the job and shall file their bid within the prescribed time limit. The most senior employee who bids on a vacancy will be given preference, provided he/she possesses the necessary qualifications and skill for the position, and proved his/her ability to perform the work necessary for such job classification, to the satisfaction of the City within thirty (30) days after assuming the duties of the position. Employees who fail to qualify within the prescribed time period shall be permitted to return to their former job without loss of seniority.
- C. If any position becomes vacant because it has been abolished, the employee who held that position, shall be entitled to bump into a position held by any employee with less seniority. The bumping employee shall have forty-eight (48) hours to select his/her new position to qualify him/her for the position. If the employee is disqualified by the City then said employee must select another position. If the employee fails to select a position after disqualification, within forty-eight (48) hours, the City shall have the right to assign the employee to a position provided said assigned position is not permanently filled. If the City fails to disqualify an employee within the time period described, then the employee shall be deemed qualified for the position.

ARTICLE XI - LAYOFFS:

- A. Whenever it is necessary to reduce the working force of the City, employees who have not completed their probationary period shall be laid off first.
- B. In case of layoff, seniority shall prevail and the order of layoffs shall be in the inverse order of seniority.
- C. Employees scheduled for layoffs shall be given a minimum of one (1) week advance written notice indicating the circumstances which make the layoff necessary.
- D. In the event an employee is laid off, he/she may upon request, receive payment for earned, but unused vacation leave.
- E. Work shall, as much as possible, be distributed evenly among the employees in their various classifications and no layoff shall occur if it's possible for all employees doing similar work to have at least three (3) days work each, **seven (7)** hours per day.

- F. The City agrees to replace employees off work due to bona fide Workers' Compensation Claims with any laid off employees. If a laid off employee refuses the job, he/she will be terminated for the lay off seniority list.
- G. An employee on lay off is entitled to recall for life.

ARTICLE XII - HOLIDAYS:

- A. The following holidays will be observed as paid holidays for full-time employees covered by this Agreement:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Community School Picnic Day
Labor Day	Employee's Birthday

Employees shall be able to use their birthday holiday between January and December 31 of each year.

- B. **The following holidays will be observed as paid holidays for part-time employees covered by this Agreement:**

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

- C. If more than one (1) of the aforementioned holidays falls within the same calendar week, one of the holidays, to be selected by agreement of the Union and the City, shall be celebrated in a different week. Both parties shall also agree upon the substitute day. One of two holidays in a calendar week selected for movement to a different week shall be paid for at time and one-half on the substitute day.
- D. Any Employee required to work on any of the holidays specified in Paragraph A, above, will receive one and one-half times his/her regular pay, plus his/her holiday pay at straight time, or a total of two and one-half times his/her daily rate of pay for holiday worked. The employee shall not receive holiday time off at a later date. Employees required to work on a Sunday shall be paid two times their regular hourly rate.
- E. All employees covered by this Agreement who have 120 days service with the City shall be paid for the above mentioned holidays though not worked on the basis of seven (7) hours at straight pay for each of the foregoing holidays. The employees must work for the City on the last scheduled work day before the next scheduled work day after such holiday. In the

event of death in the employee's immediate family, the last scheduled work day shall be the last day worked prior to death.

- F. Holiday leave shall be granted only during the year in which the employee becomes entitled to it.
- G. All employees covered by this Agreement shall be granted four (4) personal days per year. **All part-time employees covered by this agreement shall be granted one (1) personal day per year.** The granting of the personal day shall be subject to the approval of the person designated by the City to be in charge, said approval being based upon how the taking of such personal day may interfere with scheduled work and whether other employees are requesting the same personal day. In the event more than one (1) employee requests the same personal day, seniority shall govern.
- H. Meter maids can accumulate up to three (3) sick days and three (3) personal days. Any unused personal days could be sold back at the same percentage agreed to for other city employees.

ARTICLE XIII - WAGES

- A. Wages (raises) shall be paid for the various job classifications of employees covered by this Agreement for those years as set forth in the attached Exhibit "A".

ARTICLE XIV- HOURS OF WORK AND OVERTIME:

- A. The City shall be the sole judge of the necessity of overtime.
- B. The City shall retain the sole and exclusive right to determine the work schedule.
- C. Regular hours of work shall be consecutive except that they may be interrupted by a lunch period or meal break.
- D. Work schedules showing the work days and the hours shall be posted on appropriate bulletin boards. Except for emergencies, changes will be made a minimum of 24 hours in advance.

- E. Any employee who is called for emergency work shall be paid at least four (4) hours.
- F. All employees shall be entitled to a coffee break of fifteen (15) minutes generally from 9:00 A.M. on the daylight shift and a unpaid lunch break of one hour.
- G. The City agrees to post overtime weekly. Overtime hours will be shown on the employee's pay stub.
- H. No employee shall be justified or warranted, without valid reason, to refuse to work overtime on any day when the necessity for working such overtime arises because the job must be finished that day or because of an emergency that reasonably necessitates the working of such overtime.
- I. Sick leave shall not be counted as time worked in computation of overtime. Unworked holidays and vacation days shall be counted as time worked in the computation of overtime.
- J. All employees shall be required to perform any and all temporarily assigned duties, regardless of their customary duties or job assignments. A temporary transfer shall not exceed 30 working days except:
 - 1. To fill a vacancy caused by an employee being on sick leave or other approved leave of absence;
 - 2. To provide vacation relief in scheduling;
 - 3. To fill a temporary opening pending the permanent filling of such opening; or
 - 4. To meet an emergency situation.
- K. The City may at its discretion, alter any shift and may create staggered shifts or starting times. The representative appointed by the City to be in charge may assign employees to any such shift depending upon need.
- L. Any employee requested to work beyond his/her regularly scheduled seven (7) hour shift shall be paid a minimum of one (1) hour overtime at time and one-half.
- M. When an employee retires or leave employment, his/her position shall be filled by another existing employee.

- N. All emergency work performed on holidays shall be compensated at the rate of double time and one-half.
- O. The City will agree to guarantee a minimum of five (5) hours to the meter maids upon the meter maids reporting to work plus an additional one (1) hour unpaid lunch period.
- P. If the City notifies the meter maids either the night before or prior to the meter maids reporting to work on a normal work day that the City, in its discretion, believes the meter maids cannot perform their normal work for weather related conditions, the City will not be required to guarantee a minimum of five (5) hours plus the additional one hour (1) unpaid lunch period. The City would have the discretion to have the meter maids report for work even with prior notification, to perform work inside City Hall at their normal daily rate receptionist duty, (answering phones only).

ARTICLE XV - VACATION:

- A. **Full-time employees** covered in this Agreement shall be entitled each calendar year to an annual vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
1 Year	1 Week
2 Years	2 Weeks
6 Years	3 Weeks
10 Years	4 Weeks
15 Years	5 Weeks
20 Years	6 Weeks

- B. **Any full-time employee** discharged shall be entitled to all accrued pro-rata vacation pay pertaining thereto.
- C. Any **full-time** employee who voluntarily terminates his/her employment shall receive his/her accrued vacation entitlement and any pay pertaining thereto.
- D. Any **full-time** employee with a vacation allotment of four (4) weeks or more each year shall be able to take three (3) weeks vacation (1) day at a time, provided he/she gives the person designated by the City to be in charge, notice of his/her intention to do so on or before 2:00 p.m. the day before such day is to be taken. The person designated by the City to be in charge must approve any vacation taken in the one (1) day increments set

forth above, such approval being premised upon other existing vacation schedules.

All full week vacation picks supercede all single vacation days.

All vacations shall be Monday through Sunday.

ARTICLE XVI - FUNERAL TIME:

- A. In the event of the death of an **full-time** employee's immediate family, the bereavement period shall consist of up to four (4) working days commencing with the day of death and concluding no later than one (1) day after the date of the funeral service. In the event of the death of an employee's near relative, the bereavement period shall consist of the day of the funeral only.
- B. A member of the employee's immediate family shall be defined as follows: Father, Mother, Brother, Sister, Son, Daughter, Son-in-Law, Husband, Wife, Grandfather, Grandmother, Grandchild. Parent- in-Law, Half Brother, Half Sister, Step Child(ren) and Step Parents, Brother-in-Law and Sister-in-Law.
- C. A near relative of an employee shall be defined as follows: First Cousin, Aunt, Uncle, Niece, Nephew.

ARTICLE XVII - SICK LEAVE

- A. All **full-time** employees shall be allowed sick leave with pay as follows:
 - 1. All those in the employ of the City with one (1) year of service shall receive one (1) week of sick leave per annum, at full pay;
 - 2. All those in the employ of the City with two (2) years of service shall receive two (2) weeks of sick leave per annum, at full pay;
 - 3. All those in the employ of the City with over three (3) years of service shall receive three (3) weeks of sick leave per annum, at full pay.
- B. For purposes of this Article, a "week" shall mean five (5) workdays.

- C. No physicians certification that an illness has incapacitated. an employee from working during a period of "sick leave" shall be necessary until after an employee uses three (3) consecutive days off. Passed days shall not be considered a sick day in the compilation of three (3) consecutive sick days off.
- D. Sick leave with full pay will be paid for any accumulated time up to twenty five (25) weeks after being earned. However, no employee shall receive more than twenty five (25) weeks leave in any one year.
- E. Upon the death of an employee prior to retirement, the beneficiary designated upon such employee's life insurance, or the estate of the employee if there is no beneficiary designated or beneficiary living, shall be paid for any unused sick leave standing to the credit of such employee at a rate of 55% of full rate per day up to a maximum of 25 weeks. Upon the date of retirement, an employee shall be paid for unused accumulated sick leave standing to the credit of such employee at a rate of 55% of full rate per day up to a maximum of 25 weeks.
- F. All employees who have accumulated the maximum 25 weeks sick leave shall be paid 55% of full rate per day for each unused sick-day after the maximum 25 weeks left at the end of each calendar year. Employees will be paid in a separate check in the first pay period in January.

ARTICLE XVIII - HEALTH AND ACCIDENT:

- A. In addition to the other benefits provided herein, the City agrees to carry for the benefit of the **full-time** employees subject to this Agreement, hospitalization, medical and surgical insurance, together with a dental, vision, and a prescription medicine plan. The plans to be provided shall be the same as those provided to all other City employees. The City may change the providers of such coverage without the consent of the Union, provided, however, that the Union will not be provided with different coverage than that provided to all other City employees. It is the intent of this paragraph to keep a uniform healthcare plan in effect for all union and non-union employee's of the City of Jeannette.

The following provisions contained in A.1 through A.3 relating to Healthcare insurance coverage has been added to this Consolidated Collective Bargaining Agreement pursuant to and consistent with the terms of the Memorandum.

Agreement entered between the parties hereto on March _____, 2009.

- A.1 HEALTH INSURANCE - In addition to the other benefits provided herein, the City Agrees to carry for the benefit of the **full-time** employees subject to this Agreement, hospitalization, medical and surgical insurance, together with a dental, vision and prescription medicine plan. The Parties acknowledge and agree that the Select Blue PPO Enhanced Plan shall be provided for the calendar year 2009.
- A.2 COVERAGE LEVELS - The City shall provide coverage to its **full-time** employees with premium rates quoted for the following coverage levels:
- a. Individual Coverage;
 - b. Employee and spouse;
 - c. Employee and children;
 - d. Family Coverage.
- A.3 HEALTH CARE CONTRIBUTION - Beginning January 1, 2007, each **full-time** employee shall have deducted from their wages an amount equal to ten per cent (10%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage. Beginning January 21, 2009, in the event the cost of the premium for Family coverage exceeds NINE HUNDRED DOLLARS (\$900.00) per month, each **full-time** employee shall have deducted from their wages an amount equal to twelve and one-half per cent (12.5%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage. In the event the cost of Family Coverage beginning January 1, 2009 is LESS than NINE HUNDRED DOLLARS (\$900.00) per month, then each **full-time** employee shall continue to have deducted from their wages an amount equal to ten per cent (10%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage. If any group of employees (Union or non-union) receives a health care plan as identified in sub-paragraph A above, during the term of this Agreement, that provides greater benefits or reduces the amount of premium contribution, then this agreement shall be amended to provide the same benefit and contribution rate. It is the intent of this paragraph to keep the uniform health care plan and contribution rate in effect for all Union and non-union employees of the City of Jeannette.
- B. With respect to determinations under this Agreement, the opinion of the City Physician shall be conclusive as to the nature and extent of the employees disability. The City Physician will also be the authority on when an employee is fit for returning to work after disability.

- C. The City agrees to provide health and Accident benefits not to exceed TWO HUNDRED AND 00/100 (\$200.00) DOLLARS per week for a period of twenty-six (26) weeks in a calendar year, less the number of weeks the **full-time** employee draws sick leave benefits as provided in Article XVII herein. The City may, from time to time modify the foregoing health and accident benefits provided, however, that the dollar value of such benefit and the period of time in which such is payable remain the same.
- D. The City agrees to provide life insurance in the amount of TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS for the benefit of each **full-time** employee.
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- E. The City of Jeannette will provide a \$10,000.00 (TEN THOUSAND DOLLAR) life insurance policy for all full time employees at retirement.
- F. In the event a union **full-time** employee subject to this collective bargaining agreement is eligible and qualifies for retirement prior to reaching medicare age, and such employee elects to retire from employment prior to attaining medicare age, then the City hereby agrees to continue the same hospitalization, medical and surgical insurance equivalent to that carried on other City employees and union members until such retired member reaches medicare age. During such time, the retired employee shall be responsible for any co-payments, deductibles or other expenses associated with such coverage that are imposed upon other non-retired employees within the City.
- G. The parties hereto do hereby acknowledge that the current minimum age for early retirement **for full-time and part-time employees** is fifty-eight (58). In the event that the current minimum age for early retirement is changed to permit early retirement at an age prior to fifty eight (58), the requirement to provide continuing hospitalization, medical and surgical insurance for each **full-time** employee shall continue until employee reaches medicare age shall still be applicable.
- H. The City will offer a mandatory buy-out option to all Union **full-time employees** and non-Union employees within the City of Jeannette that will pay such **full-time** employee the sum of Four Hundred Fifty (\$450.00) Dollars per month if any such employee waives coverage through the City's health and welfare plan referenced above. In February 2009, any employee who is eligible for health care coverage which is equal to or greater than the health care coverage provided by the City shall be required to file a written election form with the City identifying the nature of the

health care coverage available to the employee and releasing the City from any obligation to provide coverage under its health and welfare plan to such employee. Any employee who opts out of coverage under the City's health and welfare plan under this section shall be entitled to re-enroll in the City's plan at any time thereafter if the employee is no longer eligible for alternate health care coverage, provided, however, that at such time of re-enrollment, the Four Hundred Fifty (\$450.00) Dollars per month mandatory buy out option referenced above shall cease.

- I. There shall be no health and welfare coverage for part-time meter maids.

ARTICLE XIX - RETIREMENT:

- A. The parties hereto do hereby acknowledge that the City participates in a Pension Plan through the Pennsylvania Municipal Retirement System that covers all employees subject to this Agreement. The City shall comply in all respects with the requirements of the State's System. All benefits, rate of contribution, methods of vesting, rules and regulations shall be as adopted by the Pennsylvania Municipal Retirement System Board. The plan shall be a contributing plan with the employees and the City each contributing to the fund.
- B. (Reserved in the event plans are switched).
- C. The parties hereto do hereby acknowledge that the City of Jeannette Ordinance No. 00-13 dated January 10, 2009, as the revised non-uniform pension plan.

ARTICLE XX - DEFERRED COMPENSATION:

- A. The City agrees to administratively assist the Union in establishing an employee's Deferred Compensation Plan through a bank or reputable insurance company doing business within the Commonwealth of Pennsylvania. The City shall not be liable hereunder for any contributions to said plan, and all contributions shall be made by each employee electing to participate in such a plan on a voluntary basis. The City agrees to withhold the voluntary contributions from each employee's pay and to pay such amounts over to the bank or insurance company administering said plan.

ARTICLE XXI - GRIEVANCE PROCEDURE:

- A. It is the policy of the City to encourage a harmonious and cooperative relationship between its employees and to resolve employee grievances in

accordance with fair and orderly procedures. A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement.

B. The parties hereto do hereby agree to establish the following procedure for the disposition of grievances hereunder:

1. **FIRST STEP - THE PERSON IN CHARGE AND THE CITY CLERK:** An employee with a grievance shall discuss it with the person designated by the City to be in charge and the City Clerk, who shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within five (5) work days of its representation. The City person in charge and the City Clerk, shall report his or her decision to the employee orally. If the employee does not proceed with his/her grievance to the second step with the time limits prescribed in the following subsection and no extension of time granted, the grievance shall be considered to be satisfactorily resolved.
2. **SECOND STEP-CITY COUNCIL:** If the employee is not satisfied with the disposition of his/her grievance at the First Step, he/she may submit a written appeal to the Council of the City of Jeannette within five (5) work days after receiving a decision at the First Step or not less than ten (10) work days nor more than fifteen (15) work days after the grievance was originally presented to the City Clerk/person in charge and the City Clerk, if such persons have failed to make a decision on the aforesaid grievance, the City Council, within ten (10) work days after receiving the appeal, shall hold a hearing at which the employee may present his/her grievance. The City Council, within ten (10) workdays following the hearing, shall give the employee a written decision. If the employee does not proceed with his/her grievance to the third step within the time limits prescribed in the following subsection, and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.
3. **THIRD STEP - ARBITRATION:** If an employee is not satisfied with the disposition of his/her grievance at the third step, he/she may appeal to Arbitration within five (5) work days after receiving a decision at the second step or not less than twenty (20) work days nor more than twenty-five (25) work days after the grievance was presented to Council for determination. A request for Arbitration may be initiated by the Union which shall serve upon the City a Notice in writing of an intent to Arbitrate. The Notice shall identify

the agreement provision in dispute, the issue to be determined, and the employee or employees involved. Upon receipt of a Notice requesting Arbitration, the parties shall meet to select an Arbitrator. If the parties cannot agree upon the selection of an Arbitrator, they shall notify the State Bureau of Mediation of this inability to do so, Pursuant to 901-1 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven (7) Arbitrators. Each party shall alternately strike a name until one name remains. The City shall strike the first name. The person remaining shall be the Arbitrator. The parties hereto do hereby agree that the Arbitrator shall have no power or authority to add to, subtract from nor modify the provisions of this Agreement in arriving at a decision on the issue or issues presented and shall confine his decision solely to the application or interpretation of this Agreement. The Decision or Award of the Arbitrator shall be final and binding. The costs of Arbitration shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting his or her own case.

4. Except in those cases relating to discharge and suspension under Article XXI, Section (C) (3), any employee to be discharged shall be allowed to remain on the job, without loss of pay, unless and until the discharge is sustained under the grievance procedure. In suspension cases, the employee shall be allowed to remain on the job, without loss of pay unless and until the suspension is sustained under the grievance procedure.

B. SUSPENSION AND DISCHARGE:

1. The City retains the right to suspend without pay or discharge any employee for just cause notwithstanding the terms and provisions of this Agreement. In all cases involving discharge or suspension of an employee, the employer must notify the employee in writing of his/her discharge or suspension and the reason therefore. Such notice shall also be given to the Shop Steward and copy mailed to the Union Officer within forty-eight (48) hours from the time of the discharge and suspension.
2. No employee shall be suspended or discharged except for just cause. It is understood and agreed that any employee who violates an employer policy, rule or regulation or provision of this Agreement, other than as may be set forth above for failure to perform work assignments, shall receive a written warning for a

first offense, a two (2) day suspension without pay for a second offense, and shall be subject to discharge for a third offense. A written warning shall be effective for a period of nine (9) months.

3. The following offenses shall constitute just cause for immediate discharge or suspension without pay without adhering to the progressive disciplinary procedure described in paragraph 1 above.
 - a. Drunkenness on duty;
 - b. Physical assault on a supervisor or any other employee;
 - c. Theft, embezzlement or conviction of a felony; and
 - d. On duty under the influence of liquor, or illegal drugs, or other similar offenses;
 4. Nothing in this paragraph shall prevent the employee suspended or discharged to file appeals under the aforesaid grievance procedure. However, the parties hereto do hereby agree that the employee so suspended or discharged shall remain off the job, without pay pending the resolution of the grievance through the grievance procedure set forth above.
- D. Notwithstanding the above, any individual employee or group of employees shall have the right at any time to present grievances to the City and to have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement and, provided further that the Union has been given the opportunity to be present at such adjustment. Any grievances which affect a substantial number of employees may be initially presented by the Union at Step Two of the grievance procedure.
- E. An employee and his/her representative, if a City employee, shall be allowed such reasonable time, without loss of pay, from his/her regular duties as may be necessary, consistent with his job responsibilities and the operational needs of the work unit, to attend meetings with management for the purposes of resolving a grievance.
- F. A Union Steward shall be present at all steps of the grievance procedure.

ARTICLE XXII - CONFLICTS WITH STATUTES, RULES OR JUDICIAL DETERMINATIONS AND SEVERABILITY:

- A. The parties hereto do hereby acknowledge that it is their intention that all terms and conditions set forth in this Agreement shall comply with all applicable Statutes, Governmental Rules and Regulations and other Judicial Determinations that may apply to same. If changes in Statutory Authority, Governmental Rules and Regulations or Judicial Determinations conflict with the terms or conditions of this Agreement, this Agreement shall be automatically adjusted to comply with the aforesaid Statutes, Governmental Rules and Regulations or Judicial Determinations.

- B. In the event any of the terms or provisions of this Agreement shall be determined to be void or invalid, or declared unenforceable by reason of any Federal or State Statute, Federal or State Directive, Rule or Regulation now in effect or hereinafter to become effective, or by the determination of any Court of any Competent Jurisdiction, the aforesaid void or invalid term shall be severable and the remaining provisions of this Agreement shall continue on in full force and effect as if the void or invalid provision was not contained herein.

ARTICLE XXIII - JOB STEWARDS:

- A. The City recognizes the right of the Union to designate Job Stewards and Alternates.

- B. The authority of Job Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 - 2. The collection of dues when authorized, by appropriate Union action;
 - 3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Offices, provided such messages and information:
 - a. have been reduced to writing; or

- b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the City's business.
- C. Job Steward and Alternates have no authority to take strike action interrupting the City's business, except as authorized by official action of the Union.
- D. The City recognizes these limitations upon the authority of Job Stewards and their Alternates, and shall not hold the Union liable for any unauthorized act. The City in so recognizing such limitation shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action. slow downs or work stoppage in violation of the Agreement.

ARTICLE XXIV - FAMILY MEDICAL LEAVE:

- A. The City recognizes that the Family Medical Leave Act has been adopted and is now in effect. Further, the City does hereby agree to be bound by all applicable terms and conditions of the aforesaid Act as it pertains to cities and municipalities, and does hereby grant all employees covered under this Agreement the benefits conferred by such act.

ARTICLE XXV - DURATION

- A. Pursuant to the requirements of Act 195, this Agreement shall be binding upon the parties hereto, their successors or assigns from January 1, 2009 through December 31, 2012.

ARTICLE XXVI - MANDATORY ATTENDANCE AT BARGAINING SESSIONS:


- A. The City of Jeannette and Teamsters Local 30 hereby agree that in all future contract negotiations a majority of City Council shall be present in order that negotiations may proceed in a timely fashion.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED
THEIR HANDS AND SEALS THIS 23 DAY OF October 2009.

ATTEST:

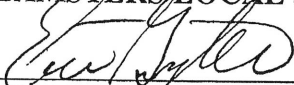


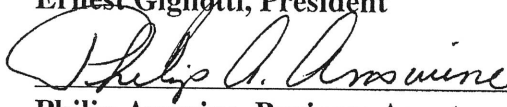
City Clerk

THE CITY OF JEANNETTE


Michael Cafasso, Mayor

TEAMSTERS LOCAL 30:



Ernest Gigliotti, President


Philip Answine, Business Agent

EXHIBIT "A"

Pursuant to Article XIII of the Agreement entered between the City of Jeannette and Teamsters Local Union #30, such Agreement beginning January 1, 2009, and ending December 31, 2012, the wages for job classifications of employees covered by said agreement shall be increased as follows:

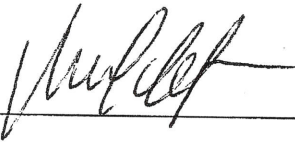
Four (4) Year Contract

	<u>1/1/2009</u>	<u>1/1/2010</u>	<u>1/1/2011</u>	<u>1/1/2012</u>
Meter Maid	\$13.76	\$14.31	\$14.86	\$15.41
Bookkeeper (1)	\$15.94	\$16.49	\$17.04	\$17.59
Secretary	\$16.06	\$16.61	\$17.16	\$17.71
Adm. Assistant (City Clerk's Office)	\$16.06	\$16.61	\$17.16	\$17.71
Rehabilitation Specialist & Bookkeeper	\$16.08	\$16.63	\$17.18	\$17.73
Deputy Treasurer Bookkeeper (2)	\$19.44	\$19.99	\$20.54	\$21.09
Finance Coordinator	\$20.72	\$21.27	\$21.82	\$22.37

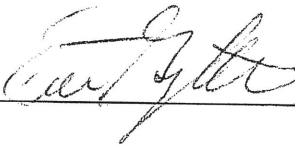
- A. If meter maids are assigned to fill in for a secretary which would involve only answering telephones, the meter-maids will be paid their current rate of pay.
- B. If an employee is required to fill in for another employee who is off for any reason, the employee filling in would get the higher rate of the two positions, as long as they are qualified to perform the work required.
- C. If there is a consolidation of jobs, the employee who is required to perform the consolidated work will be paid the higher rate of pay of the jobs combined.
- D. If an employee is required to train a new or senior employee into a new or existing position, that employee will receive an additional \$1.00 per hour above their normal pay rate for all hours until the training is complete. The City shall have full discretion on the amount of training that would be necessary for the employee.

LETTER OF UNDERSTANDING

- A. The Secretarial and Meter Maid Bargaining Unit Contract would contain identical language to the Street Department Contract except for language deleted as not relevant to the Bargaining Unit and the above agreed upon items.
- B. Wage increases will be retroactive to January 1, 2009.



CITY OF JEANNETTE



TEAMSTERS LOCAL UNION NO. 30