

A G R E E M E N T

Between

THE CITY OF JEANNETTE, PENNSYLVANIA

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS
LOCAL UNION NO. 30

JANUARY 1, 1988 to DECEMBER 31, 1989

ARTICLE I - RECOGNITION

SECTION 1: The CITY OF JEANNETTE, hereinafter referred to as "City", pursuant to section 606 of the Public Employee Relations Act Number 195 hereby recognizes the TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 30, hereinafter referred to as "UNION", as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

SECTION 2: The bargaining unit shall include all eligible full time employees under the Pennsylvania Public Employee Relations Act Number 195 in the following departments under the jurisdiction of the City:

SANITATION DEPARTMENT
SEWERAGE DEPARTMENT
STREET DEPARTMENT

Excluded from said Unit are all management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in Act 195.

SECTION 3: 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 the guarantees for their health, safety and welfare, 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 them and providing for their resolution. The City and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the City and its employees and to insure to the public orderly and services.

SECTION 4: The accredited representatives of the Union are permitted to enter the City premises during working hours, with the proviso that at no such time shall such visitation rights interfere with the work requirements of any employee or the operational requirements of his department or the City.

SECTION 5: 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

SECTION 1: 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 that term is defined in Act 195.) The City reserves the exclusive right to discharge any employee or employees who violate the provisions of this section.

SECTION 2: In consideration of this no-strike pledge, the City shall not lockout employees, for the duration of this Agreement or any extension thereof.

ARTICLE III - NON-DISCRIMINATION

SECTION 1: The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 70), nor will they limit, segregate or classify employees in any way to deprive any individual employees of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70.)

SECTION 2: The City and the Union agree that there will be no discrimination by the City of the Union against any employee because of his or her membership in the Union or because of any employee's 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

SECTION 1: Except as expressly limited by the Third Class City Code, other relevant Statutes and Codes, municipal Home Rule Charters or provisions of this Agreement, and reserving unto the City and all management rights which by law may not be bargainable, the City shall have and retain, solely and exclusively, all other managerial responsibilities which shall include, but not be limited to, such areas of discretion, or policy as the functions and programs of the City, standards of services, its overall budget, utilization of technology, the organizational structures and selection and direction of personnel.

Further, all inherent managerial rights, management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the City and are not subject to Arbitration under the Agreement.

SECTION 2: The City shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE V - UNION SECURITY

SECTION 1: All employees on or after the 90th day following the beginning of their employment or the effective date of this Agreement, whichever is the later, shall, as a condition of employment, become members and maintain their membership in the Union for the duration of this Agreement.

SECTION 2: 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 - CHECK OFF

SECTION 1: 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 individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

SECTION 2: All deduction under Section 1 shall be transmitted to the Union no later than the 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.

SECTION 3: The Union shall indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE VII - GENERAL EMPLOYMENT CONDITIONS

SECTION 1: The City Foreman and/or anyone in authority shall have charge of the employees and shall make such changes as he deems necessary. Employees refusing to work where assigned shall receive one week's suspension for the first refusal and shall be discharged for the second refusal.

SECTION 2: The City shall pay to all employees covered by this Agreement a clothing allowance in the amount of Four Hundred and no/100 (\$400.00) Dollars. The clothing allowance will be payable during the first pay period of December in 1988 and likewise in 1989. This allowance is intended to be used to purchase boots, coveralls, weather gear or uniforms as needed.

SECTION 3: The City shall provide to all employees covered by this Agreement work gloves as required.

SECTION 4: City will pay the difference if employee is called for Jury Duty as far as wages for days missed while on Jury Duty.

SECTION 5: JOB DESCRIPTIONS

Street Department

Heavy Equipment Operator - shall be those employees awarded and qualified to operate the grader, high-lift and back-hoe. Assignments for these jobs shall mean operation of the listed equipment for a period of more than (1) hour. When an employee is assigned to operate this equipment and qualified, he shall be paid an additional twenty-five (.25¢) cents per hour for eight (8) hours.

Painter/Sign Repair - The employee awarded shall paint curbs and all street markings, replace and repair traffic signs, repair parking meter posts.

Truck Driver/Bricklayer - The employee awarded this position shall operate the truck primarily in maintaining streets. Provided, however, when awarded bricklayer or carpenter work, the employee shall repair and build catchbasins, manholes and perform all masonry and carpenter work.

Truck Driver - The employee awarded this position shall operate a truck in the street department and perform other duties within the street department.

Laborer - The employee awarded this position shall perform all general duties not listed in any other job description within the street department.

Sewage Department

Class I Operator/Certified - The employee awarded this position shall perform all functions and duties relative to the operation and maintenance of the sewage plant, including but not limited to, testing process, procedures and certifications and with the employee being "Certified" by the Commonwealth of Pennsylvania.

Operator - The employee awarded this position shall perform all functions and duties relative to the operation of the sewage plant, including but not limited to, taking readings of previous day operation; change over all pumps; take morning samples from the raw, final and waste sewage, and bring it into the lab for testing by the certified operator; changing charts in main building; calculate daily readings; hose and clean the screen and check operation of pump house; clean telescopes; pump primary clarifiers; drain compressors; clean overflow pipes; clean all five (5) clarifiers; take grab samples every two (2) hours; drain dig roofs; cut grass; load sludge trucks with sludge from the secondary digesters; help remove grit on Wednesday; help to drain clarifiers when needed; record amount of flow coming into the plant every two (2) hours; help to put the plant back into operation when there is a power failure.

Maintenance Man - The employee awarded shall perform all maintenance and repair on equipment at the sewage plant.

Sewer Maintenance Driver and Helper - Employees awarded these positions shall perform all duties pertaining to operation of sewer maintenance truck. Additionally, the employees shall clean catchbasins, storm and sanitary sewer lines. When not awarded the duties listed, the employees shall assist the street department in repair and maintenance.

Greasing and Light Maintenance - The City may assign the duties of greasing and light maintenance of vehicles to any employee during his regularly scheduled eight (8) hour shift. Such assignments shall be made as needed within the sole discretion of the City.

ARTICLE VIII - PROTECTION OF RIGHTS

SECTION 1: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event 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 line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

SECTION 2: It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any services which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE IX - SENIORITY - PROBATIONARY PERIOD

SECTION 1: For the purposes of this Agreement, the term seniority shall be defined as the length of an employee's continous service with the City. Length of continous service shall be computed from the date of hiring subject, however, to the following provision:

- (1) An employee's continous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:
 - (a) Voluntary termination of his employment.
 - (b) Discharge for just cause.
 - (c) When recalled after layoff, upon his failure to return to work within a period of three (3) days after employee has received notification by certified mail to so return; provided, however, if the employee notifies the City within the said three-day period he is not immediately available for work, but wishes to remain on the seniority list, he should be retained on such list for a period of thirty (30) days subject to an extension, provided valid reason is given the City.
- (2) When an employee whose continous service has been broken by any of the above causes is again hired, he shall begin as a new employee of the City.

SECTION 2: All new employees shall be considered probationary employees for a period of ninety (90) days from the beginning of their employment, during which time they shall have no seniority or other rights and entitlements under this Agreement. A new employee may be summarily dismissed within said ninety (90) day period from the date of employment at the sole discretion of the City. If such employee is retained beyond the ninety (90) days probationary period from the beginning of his employment, he shall immediately thereafter be

be classified as a regular employee and his seniority and service rights shall commence as of the date of his original employment. All probationary employees shall be paid the rate of Five and no/100 (\$5.00) Dollars per hour and shall not be entitled to any other benefits.

SECTION 3: The City agrees to supply the Union within two (2) weeks after execution of this Agreement a list containing the names and addresses of all employees covered by this Agreement, and their length of service with the City.

SECTION 4: City wide seniority shall prevail at all times.

SECTION 5: The City shall be entitled to replace any sanitation employee with a temporary employee provided that no regular employee is on lay-off at the time.

SECTION 6: The City shall have the right to apply to the Private Industry Council of any other governmental or quasi-governmental agency, for seasonal, part-time employees, to perform non-essential work for the City, and the Union shall agree to co-operate by executing any sign-off or consents as may be necessary to meet the eligibility requirements of the program.

ARTICLE X - VACANCIES

SECTION 1: In the event there is a permanent vacancy in a job classification, except in cases of vacancies in the sewage plant department, the City will post notice of such vacancy for a period of five (5) work days. The notice shall state which job(s) are open, how many openings exist, what qualifications are required, how the bid is to be made and the time limit for filing of same.

Employees who wish to apply 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 possesses the necessary qualifications, skill and proves his ability to the satisfaction of the City within two (2) months after assuming the duties of the position. Employees who fail to qualify within this prescribed time period shall be permitted to return to their former job without loss of seniority.

SECTION 2: When a vacancy occurs in the sewage plant department, the most senior employee within said department who bids on the vacancy will be given preference provided he possesses the necessary qualifications and skill and proves his ability to the satisfaction of the City within two (2) months after assuming the duties of the position. Employees who fail to qualify within this prescribed time period shall be permitted to return to their former job without loss of seniority.

- A. In the event the vacancy is not filled from within the sewage plant department, the most senior employee *OUTSIDE* of said department, but who is within the bargaining unit,

will next be afforded an opportunity to bid for the vacancy in accordance with this section. In event of opening of laborers job classification in the sewage plant, the most senior employee outside of said department, but who is within bargaining unit, will next be afforded an opportunity to bid for the laborers job classification in accordance with this section.

- B. If the vacancy is not filled in accordance with the above subsections, the City will fill the positions from outside the bargaining unit.

SECTION 3: When 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 new position. The City shall have forty-eight (48) hours after the employee is in his new position to qualify him 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 job 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

SECTION 1: 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.

SECTION 2: In case of layoff, seniority shall prevail and the order of layoff shall be in the inverse order of seniority.

SECTION 3: Employees scheduled for layoff shall be given a minimum of one (1) week advance written notice indicating the circumstances which make the layoff necessary.

SECTION 4: In the event an employee is laid off, he may, upon request, receive payment for earned, but unused, vacation leave.

SECTION 5: Work shall as much as possible be distributed evenly among the employees in their various classifications, and no layoffs shall occur if it is possible for all employees doing similar work to have at least three (3) days work each, eight (8) hours per day.

SECTION 6: The City agrees to replace employees off work, due to bonafide workmen's compensation claims, with any laid-off employees. If a laid-off employee refuses the job, he will be terminated from the

ARTICLE XII - HOLIDAYS

SECTION 1: The following holidays will be observed as paid holidays for full time employees covered by this Agreement.

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

SECTION 2: If more than one (1) of the aforementioned holidays fall 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 (2) holidays in a calendar week selected for movement to a different week shall be considered as falling on the day agreed upon as the substitute and shall be paid for at time and one-half ($1\frac{1}{2}$) on the substitute day.

SECTION 3: Employees required to work on any of the holidays and Sundays specified in Section 1 will receive one and one-half ($1\frac{1}{2}$) times his regular pay, plus his holiday pay at straight time, or a total of two and one-half ($2\frac{1}{2}$) times his daily rate of pay for the holiday worked. The employee shall not receive holiday time off at a later date.

SECTION 4: All employees covered by this Agreement who have ninety (90) days service with the City shall be paid for the above mentioned holidays though not worked on the basis of eight (8) hours at straight pay for each holiday. In order to receive eight (8) hours holiday pay for each of the foregoing holidays, the employees must work for the City on the last scheduled work day before and 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 the death. When an employee is off sick the day before or the day after a holiday, he must furnish a Doctor's Certificate verifying such sickness in order to receive holiday pay.

SECTION 5: Holiday leave shall be granted only during the year in which the employee becomes entitled to it.

SECTION 6: All employees covered by this Agreement shall be granted three (3) personal days per year; said employee to give his supervisor notice by 10:00 P.M. on the day preceding the personal day, the granting of the personal day to be with the approval of the supervisor and provided that the same does not interfere with the scheduled work, and provided that seniority shall govern where more than one (1) employee request the same personal day.

SECTION 7: Refuse workers shall be paid at one and one-half ($1\frac{1}{2}$) times their regular rate of pay for all work performed on Saturdays, when the work on Saturdays is required to complete routes missed due to a holiday falling on any normal work day in the preceding week.

ARTICLE XIII - WAGES

SECTION 1: The wages for job classification of employees covered by this Agreement shall be as follows:

<u>STREET DEPARTMENT</u>	<u>Per Hour</u> <u>Effective 1/1/88</u>		<u>Per Hour</u> <u>Effective 1/1/89</u>	
Heavy Equipment Operator when not operating/when operating	\$ 10.18	\$ 10.43	\$ 10.58	\$ 10.83
Painter/Sign Repair	\$ 10.18		\$ 10.58	
Truck Driver/Bricklayer	\$ 9.93	\$ 10.28	\$ 10.33	\$ 10.68
Truck Driver	\$ 9.93		\$ 10.33	
Laborer	\$ 9.78		\$ 10.18	
 <u>SEWAGE DEPARTMENT</u>				
Class 1 Operator-Certified	\$ 10.33		\$ 10.73	
Maintenance	\$ 10.14		\$ 10.54	
Operator - Uncertified	\$ 10.04		\$ 10.44	
Sewer Maint. Driver/Helper	\$ 10.18		\$ 10.58	
 <u>SANITATION DEPARTMENT</u>				
Driver	\$ 10.18		\$ 10.58	
Worker	\$ 9.97		\$ 10.37	
 <u>MISCELLANEOUS</u>				
Custodian (City Hall)	\$ 9.78		\$ 10.18	

- (1) Truck Drivers and Laborers shall receive ten (.10¢) per hour additional wages when working the Jack Hammer.
- (2) Should an emergency arise and no heavy equipment operator is available, employee operating such equipment shall be paid the Heavy Equipment rate of pay when operating such equipment and shall be paid minimum four (4) hours work.
- (3) Trucks to be washed one (1) time each week.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

SECTION 1: The City shall be the sole judge of the necessity of overtime.

SECTION 2: The City shall retain the sole and exclusive right to determine the work schedule.

SECTION 3: In the sewage department, the work week shall consist of five (5) work days in a pre-established work week. The work day shall consist of any twenty-four (24) hours in a pre-established work schedule. The work shift shall consist of eight (8) hours within a work day. Daylight shift shall start at 7:00 A.M. and end at 3:00 P.M.

SECTION 4: The regular work week of the street and sanitation department employees shall consist of eight (8) hours per day and forty (40) hours per week. The street department starting time shall be 7:00 A.M. and the regular quitting time shall be 3:15 P.M. with thirty (30) minutes granted for a lunch period, unless otherwise ordered or directed by the Foreman.

SECTION 5: There shall be three (3) men assigned to each of the two (2) refuse collection trucks, i.e. one (1) driver and two (2) helpers for each of two (2) trucks. The City reserves the right to improve the efficiency of the sanitation department by adjusting the routes and the system of collection during the course of this Agreement.

SECTION 6: The hours designated for starting in the morning and afternoon shall be computed from the time the employee leaves the City garage and the hours for quitting at noon and afternoon shall be computed from the time the employee leaves the job; provided, however, that the City supplies transportation from the City garage to the job and from the job to the City garage.

SECTION 7: Regular hours of work shall be consecutive except that they may be interrupted by a lunch period or meal break.

SECTION 8: Work schedules showing the work days and hours shall be posted on appropriate bulletin board. Except for emergencies, changes will be posted two (2) days in advance.

SECTION 9: Overtime shall be distributed within job classifications as equitably as practical between the jobs the employees are working, with the provision that the work in process shall not be affected or impaired. Overtime hours declined shall be counted as overtime hours worked for purposes of overtime distribution. Overtime hours shall not be pyramided.

SECTION 10: Any employee who is called for emergency work shall be paid for at least four (4) hours work.

SECTION 11: All employees shall be entitled to a coffee break of fifteen (15) minutes generally from 9:00 A.M. to 9:15 A.M. on the daylight shift and a lunch break of one-half ($\frac{1}{2}$) hour.

SECTION 12: The City agrees to post overtime weekly. Overtime hours will be shown on the employees pay stub.

SECTION 13: 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 reasonable necessitates the working of such overtime.

SECTION 14: Sick leave, holiday and vacation time shall not be counted as time worked in computation of overtime.

SECTION 15: All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignments. A temporary transfer shall not exceed thirty (30) working days, except: (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling, (3) to fill an opening temporarily pending permanent filling of such opening, or (4) to meet an emergency situation. When an employee is temporarily transferred to another job classification.

- A. If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate.
- B. If the rate of pay for such other classification is higher than his regular rate, he shall receive the higher rate.

SECTION 16: All employees who work the afternoon shift shall receive an additional twenty (20¢) cents per hour and all employees who work the night shift shall receive an additional twenty-five (25¢) cents per hour. Such shift differential shall be an addition to the employee's regular job classification rate of pay. The afternoon shift is a work schedule in which the majority of the working hours are between 3:00 P.M. and 11:00 P.M. The night shift is a work schedule in which the majority of the working hours are between 11:00 P.M. and 7:00 A.M.

SECTION 17: Any employee requested to work beyond his regular schedule eight (8) hour shift shall be paid a minimum of one (1) hour overtime at time and one-half (1½).

SECTION 18: The City agrees that the men with the least seniority in the street department shall be used as drivers and helpers in the refuse department when the regular and extra employees of the refuse department are unavailable for work.

SECTION 19: When an employee retires or leaves employment his position shall be filled by another employee.

SECTION 20: All emergency work performed on holidays shall be compensated at the rate of double time.

SECTION 21: In the event of emergency call-out for snow removal, the City will call all street department employees including sewer maintenance driver and helper according to seniority. If all refuse, then the City shall call our sanitation workers. The City agrees to distribute the overtime for snow removal equally among the street and sewer maintenance driver and helper. Sanitation workers shall only be called out for emergency.

ARTICLE XV - VACATIONS

SECTION 1: 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
12 years	4 weeks
20 years	5 weeks
25 years	6 weeks

SECTION 2: Vacation leave shall be granted at such times as are determined by the City to be consistent with the provision of full services to the public and in the best interests of the City. Employees shall select their vacation period in **order of their** seniority during the approved vacation period established by the City.

SECTION 3: Any employee discharged shall be entitled to all accrued pro-rata vacation and vacation pay pertaining thereto.

SECTION 4: Any employee who voluntarily terminates his employment shall receive his accrued vacation entitlement and any pay pertaining thereto.

SECTION 5: No more than two (2) street department employees shall be permitted to leave on vacation at any one time, and such employees shall be permitted to take only one (1) week of their vacation during the months of June, July and August.

SECTION 6: Only two (2) sanitation department employees shall be permitted to take a vacation at any given time, provided, it does not interfere with the operational needs of the department and the working schedule.

SECTION 7: Any employee entitled to vacation under this Agreement may take a maximum of one (1) week of the vacation in increments of one (1) day at a time, provided he give the City notice of his intention to do so prior to 10:00 P.M. on the day immediately preceeding the intended vacation day.

SECTION 8: The City shall provide a vacation sign-up sheet for all employees. Vacations sign-up shall occur prior to March 31 of each successive year. To allow maximum productivity, the City shall assign vacation preference according to seniority. Any employee desiring to exchange his vacation with a fellow employee, in his department, shall be entitled to exchange, provided the City receives adequate notice of same.

ARTICLE XVI - FUNERAL LEAVE

SECTION 1: When death occurs in the immediate family, upon request, an employee will be excused a maximum of three (3) consecutive scheduled working days, which shall include the day of the funeral. Immediate family shall include: parent, brother, sister, spouse, child, mother-in-law and father-in-law. Upon the death of a grandparent, and upon request, an employee will be excused a maximum of one (1) day which shall be the day of the funeral.

ARTICLE XVII - SICK LEAVE

SECTION 1: All employees shall be allowed sick leave with pay as follows, provided the City Physician certifies that said illness incapacitated the employee from working during said period.

- A. All those in the employ of the City over one (1) year of service shall receive one (1) week's sick leave per annum at full pay.
- B. All those in the employ of the City over two (2) years of service shall receive two (2) weeks sick leave per annum at full pay.
- C. All those with over three (3) years service or more shall receive three (3) weeks sick leave per annum at full pay.
- D. Sick leave with full pay will be paid for all accumulated time up to thirteen (13) weeks after being earned. However, no employee will receive more than thirteen (13) weeks sick leave in any one year.
- E. Upon retirement, an employee will be paid for accumulated sick leave at the rate of Ten (\$10.00) Dollars per day; up to a maximum of thirteen (13) weeks.
- F. 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 unused accumulated sick leave standing to the credit of such employee at the rate of Ten (\$10.00) Dollars per day up to a maximum of thirteen (13) weeks.

ARTICLE XVIII - HEALTH AND ACCIDENT

SECTION 1: In addition to the other benefits hereunder, the City agrees to carry for the benefit of the employees, hospitalization, medical and surgical insurance equivalent to that carried on other City employees.

SECTION 2: The City agrees to provide Accident and Health benefits, dental and vision programs. City Physician shall be deciding factor that employee is disabled and cannot work. He will also be the authority on when an employee is fit for returning to work after disability.

SECTION 3: The City agrees to provide Health and Accident benefits not to exceed One Hundred (\$100.00) Dollars per week for a period of twenty-six (26) weeks in a calendar year less the number of weeks the employee draws sick leave benefits as provided in Article XVII herein. During the years of 1988 and 1989, the City may, with the approval of the Union, amend, modify and change the foregoing Health and Accident benefits in conformity with the proposal submitted by Mockenhaupt Associates November 15, 1979.

SECTION 4: The City agrees to provide Life Insurance in the amount of Fifteen Thousand (\$15,000.00) Dollars for the benefit of each employee.

SECTION 5: Dental plan with Blue Cross and Blue Shield (Major Medical). Also, 80/20 prescription plan.

SECTION 6: The City of Jeannette will provide a Two Thousand Five Hundred (\$2,500.00) Dollar Life Insurance Policy for all full time employee at Retirement.

ARTICLE XIX - RETIREMENT

SECTION 1: Any person over seventy (70) years of age shall be retired when and if they are eligible for Social Security with sixty (60) days after reaching age seventy (70).

ARTICLE XX - DEFERRED COMPENSATION

SECTION 1: The City agrees to administratively assist the Union in establishing an employees deferred compensation plan through a bank or reputable insurance company doing business within the State of Pennsylvania. The City shall not be liable hereunder for any contribution 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 contribution from each employee's pay and to pay such amounts over to the bank or insurance company administering said plan.

ARTICLE XXI - GRIEVANCE PROCEDURE

POLICY: 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.

DEFINITION: A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement.

The Grievance Procedure shall be as follows:

First Step - Immediate Supervisor

An employee with a grievance shall discuss it with his immediate supervisor, 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 supervisor shall report his decision to the employee orally. If the employee does not proceed with his grievance to the second 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.

Second Step - Head of Department

If the employee is not satisfied with the disposition of his grievance after discussion with his immediate supervisor, he may submit a written appeal to the department head within five (5) work days receiving a decision at the first step or within not less than five (5) work days or not more than ten (10) work days after the grievance was presented at the first step. The department head, within five (5) work days after receiving the appeal, shall meet with the employee in an attempt to resolve the grievance. The department head shall give the employee a written decision within five (5) work days following the meeting. If the employee does not proceed with his 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.

Third Step - City Council

If the employee is not satisfied with the disposition of his grievance at the second step, he may submit a written appeal to the City Council within five (5) work days after receiving a decision at the second step or within not less than ten (10) work days nor more than fifteen (15) work days after the grievance was presented at the second step. The City Council, within ten (10) work days after receiving the appeal, shall hold a hearing at which the employee may present his grievance. The City Council, within ten (10) work days following the hearing, shall give the employee a written decision. If the employee does not proceed with his grievance to the fourth 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.

Fourth Step - Arbitration

If the employee is not satisfied with the disposition of his grievance at the third step, he may appeal to arbitration within five (5) work days after receiving a decision at the third step or in not less than twenty (20) work days nor more than twenty-five (25) work days after the grievance was presented at the third step. A request for arbitration may be initiated by the Union serving upon the City a notice in writing of an intent to proceed to arbitration. 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 voluntarily agree upon the selection of an Arbitrator, they shall notify the State Bureau of Mediation of this inability to do so. Pursuant to Sec. 901-1 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven 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.

- A. The Arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the Arbitrator shall be final and binding.
- B. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting his own case.

EXCEPTIONS:

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 grievance which affects a substantial number of employees may initially be presented by the Union at Step 3 of the grievance procedure.

TIME OFF:

An employee and his representative, if a City employee, shall be allowed such reasonable time off, without loss of pay, from his 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 purpose of resolving a grievance.

STEWARDS:

A Steward shall be present at all steps of this grievance procedure.

ARTICLE XXII - LEGALITY

SECTION 1: Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, Governmental Regulations and Judicial Decisions, and if it shall be determined by proper authority that this Agreement, or any part thereof is in conflict with said statutes, Governmental Regulations or Judicial Decisions, this Agreement shall be automatically adjusted to comply with the referred to statutes, Governmental Regulations or Judicial Decisions.

ARTICLE XXIII - SEPARABILITY

SECTION 1: In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State Statute, or Federal or State Directive, Rule or Regulations, now in effect or hereinafter to become effective, or by reason of the decision of any Court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

ARTICLE XXIV - JOB STEWARDS

- SECTION 1:
- 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 officers, provided such messages and information
 - (a) have been reduced to writing, or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the City's business.
 - C. Job Stewards 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 Steward and their Alternates, and shall not hold the Union liable for any authorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

ARTICLE XXV - DURATION


SECTION 1: Pursuant to the requirements of Act 195, this Agreement shall be binding upon the parties hereto, their successors or assigns, from January 1, 1988 to and including December 31, 1989.

IN WITNESS WHEREOF, the parties hereto set their hands
this _____ day of _____, 1988.



For the City of Jeannette

ATTEST:



City Clerk



For Teamster, Local 30

ATTEST:
