

AGREEMENT

BETWEEN

THE CITY OF JEANNETTE, PENNSYLVANIA

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 30

JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 1 st. day of January, 2001, by and between the CITY OF JEANNETTE, hereinafter referred to as the "City",

A

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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, lock outs 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.

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 employees under the Pennsylvania Public Employee Relations Act No. 195 in the following Departments under the jurisdiction of the City:
 - 1. The Sanitation Department; and
 - 2. The Street Department

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 his or her 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 that 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 (120th) day 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 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 VII. - GENERAL EMPLOYMENT CONDITIONS AND JOB DESCRIPTIONS:

- A. The City Foreman and/or anyone 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. The City shall pay to all employees covered by this Agreement a clothing allowance in the amount of FOUR HUNDRED and 00/00 (\$400.00) DOLLARS per annum. The clothing allowance will be paid in two (2) installments, TWO HUNDRED (\$200.00) DOLLARS the first pay period in June and TWO HUNDRED (\$200.00) DOLLARS in the first pay period of December. This allowance is intended to be used to purchase boots, coveralls, weather gear or uniforms as needed.
- C. The City shall provide to all employees covered by this Agreement work gloves as required.
- D. 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.
- E. The parties hereto do hereby agree to the general job descriptions set forth hereafter for the Street and Sanitation Departments:
 - 1. HEAVY EQUIPMENT OPERATORS - 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 one (1) hour;
 - 2. PAINTER/SIGN REPAIR - The employee awarded this job shall paint curbs and all street markings, replace and repair traffic signs and repair parking meter posts.
 - 3. TRUCK DRIVER/BRICK LAYER - 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 catch basins, manholes and perform all masonry and carpenter work;
 - 4. TRUCK DRIVER - The employee awarded this position shall operate a truck in the Street Department and perform other duties within the Street Department as may be designated by the City Foreman or other person designated by the City to be in charge.
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 within either the Street or Sanitation Department. The parties hereto do hereby agree that, as may be deemed necessary by the City Foreman 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 set forth above.
- F. 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.

- G. All jobs in the Street Department and the Sanitation Department shall be bid each year and awarded in seniority order on Monday, the second week of December, each year. All jobs shall be posted for bid and shall remain posted for five (5) days. At the end of the shift of the fifth day, the Steward shall remove the bid sheet and in seniority order, shall verify each individual's bid preference. The Steward shall then provide the City with a certified list of all employees and the jobs which they have selected. In the first week of January, the bids will become effective. If any time an employee's job is eliminated, he may bump the next junior man, etc.
- H. Any employee who suffers a loss of driver's license shall be afforded an opportunity to work a non-driving classification, provided, however, such loss of license is not for reasons that may subject such employee to suspension or discharge as set forth hereafter in Article XI, Section C, relating to suspension and discharge.
- I. The City shall pay the expense of an employee's Commercial Driver's License (CDL) or the renewal thereof, for any employee required to have or maintain same for their employment..
- J. The City Foreman or other person designated by the City to be in charge, shall keep accurate time records indicating the amount of time worked on any assigned project and the nature of the work performed. Each employee shall, upon request, provide the City Foreman or person assigned by the City to be in charge, with information as may be necessary for the completion of the aforesaid records.

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 to 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 day 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 day 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 day period for seniority purposes only. All probationary employees shall be paid at a rate of Seven and 90/100 (\$7.90) Dollars per hour and shall not be entitled to any other benefits. Additionally, any wage increases as received by the regular bargaining unit employees covered by this Agreement shall be applied to the probationary employee rate.
- 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 time.
- E. The City shall be entitled to replace any Sanitation employee with a temporary

- employee provided that no regular employee is on layoff at the time.
- F. The City shall have the right to apply to the Private Industry Council or 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 cooperate by executing any sign-off or consents as may be necessary to meet the eligibility requirements of the program. If for some reason there is a problem with said workers, the City and the Union will meet to try to resolve those problems. This shall not apply during any layoff.

ARTICLE X. - VACANCIES:

- A. In the event there is a permanent vacancy in a job classification, the City will post notice of such vacancy for a period of five (5) work days for purposes of bidding. 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 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 proves 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 possible for all employees doing similar work to have at least three (3) days work each, eight (8)

- 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 refuse the job, he/she will be terminated from 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
- B. 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 collected for movement to a different week shall be paid for at time and one-half on the substitute day.
- C. Employees 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.
- D. 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 eight (8) 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 the death.
- E. Holiday leave shall be granted only during the year in which the employee becomes entitled to it.
- F. All employees covered by this Agreement shall be granted four (4) personal days per year; said employee to give his supervisor notice by 5:00 A.M. on the day the personal day is to be taken. The granting of the personal day shall be subject to the approval of the City Foreman or 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.
- G. Refuse workers shall be paid at one and one-half times their regular rate of pay for all work performed on Saturdays when the work on Saturday is required to complete routes missed during a holiday falling on any normal work day in the preceding week.

ARTICLE XIII. - WAGES:

- A. Wages shall be paid for the various job classifications of employees covered by this Agreement for those years and at those rates as set forth in the attached Exhibit "A".
- B. Should an emergency arise and no heavy equipment operator is available, any employee operating such equipment shall be paid the heavy equipment rate of pay when operating such equipment and shall be paid a minimum of four (4) hours work.
- C. The parties hereto do hereby acknowledge that, from time to time, members of the union will be required to perform work for the Jeannette Municipal Authority and that the Municipal Authority compensates its employees at a greater wage rate than that is provided by the City for such work. The parties hereto do hereby agree that in performing work for the Municipal Authority, the union employees will be compensated at the Municipal Authority wage rate for any hours worked.

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. The regular work week of the Street and Sanitation Department employees shall the Street Department shall be 6:00 A.M. and the regular quitting time shall be 2:00 P.M., unless otherwise directed by the City Foreman or other designated representative of the City to be in charge. Each employee shall take his/her break on the job site. Lunch break shall be taken at the City garage with the understanding that travel time to and from the job site is part of the one-half hour lunch period.
- D. There shall be two (2) employees assigned to each of the two (2) refuse collection trucks, i.e. one (1) driver and one (1) helper for each of the 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. Further, there shall be two (2) employees assigned to one (1) recycling truck, one (1) driver and one (1) helper.
- E. All men who work in the Sanitation Department for any portion of the year, commencing January 1, 2001 and continuing for the life of this contract shall be entitled to a pro rata share of a fund generated by recycled goods. Specifically, for each ton of recycled material withdrawn from the waste stream, the City shall pay FIVE and 00/100 (\$5.00) DOLLARS per ton into a fund to be shared by each employee on a basis of pro rating his/her hours worked in the Sanitation Department. The City shall employ its best efforts in securing accurate weight slips for the recycled materials. The share shall be payable annually during the term of this Agreement.
- F. The hours designated for starting in the morning and afternoon shall be computed to begin with 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.
- G. Regular hours of work shall be consecutive except that they may be interrupted by a lunch period or meal break.

- H. Work schedules showing the work days and the hours shall be posted on appropriate bulletin boards. Except for emergencies, changes will be posted two (2) days in advance.
- I. Overtime within the Street Department will be determined by seniority. Any unscheduled overtime within the Sanitation Department will be covered by Street Department employees on a seniority basis. All scheduled overtime with the Sanitation Department will be covered by the Sanitation Department employees.
- J. Any employee who is called for emergency work shall be paid at least four (4) hours work.
- K. 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 lunch break of one-half hour.
- L. The City agrees to post overtime weekly. Overtime hours will be shown on the employee's pay stub.
- M. 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.
- N. 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.
- O. 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 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.
- P. The City may at its discretion, alter any shift and may create staggered shifts or starting times. The City Foreman or other representative appointed by the City to be in charge may assign employees to any such shift depending upon need. The parties hereto do hereby acknowledge that separate shifts may be created for street sweeping, snow removal or other standard services on a seasonal basis. City wide seniority shall still prevail.
- Q. The parties hereto do hereby acknowledge that, from time to time, the City may require employees to work an afternoon shift and/or a night shift. 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. All employees who work the afternoon shift shall receive an additional \$.20 per hour and all employees who work the night shift shall receive an additional \$.25 per hour. Such shift differential shall be in addition to the employee's regular job classification rate of pay.
- R. Any employee requested to work beyond his/her regularly scheduled eight (8) hour shift shall be paid a minimum of one (1) hour overtime at time and one-half.

- S. 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.
- T. When an employee retires or leaves employment, his position shall be filled by another existing employee.
- U. All emergency work performed on holidays shall be compensated at the rate of double time and one-half.
- V. In the event of an emergency call out for snow removal, the City will call all Street Department employees according to seniority. If all refuse, then the City shall call out Sanitation Workers. Sanitation Workers shall only be called out for emergencies. One (1) employee shall be assigned per truck for all snow removal work.

ARTICLE XV. - VACATION

- A. 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

- B. Vacation leave shall be granted at such times as are determined by the City to be in the best interests of the City and to be consistent with providing full services to the public. Employees shall select their vacation period in order of their seniority during the approved vacation period established by the City.
- C. Any employee discharged shall be entitled to all accrued pro-rata vacation pay pertaining thereto.
- D. Any employee who voluntarily terminates his employment shall receive his/her accrued vacation entitlement and any pay pertaining thereto.
- E. No more than two (2) Street Department employees shall be permitted to leave on vacation at any one time.
- F. 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 established by the City.
- G. Any employee entitled to vacation under this Agreement may take a maximum of two (2) weeks of the vacation in increments of one (1) day at a time provided he/she give the City Foreman or other person designated by the City to be in charge notice of his/her intention to do so by not less than forty eight (48) hours before such day is taken. The City Foreman or other person designated by the City to be in charge must approve any vacation taken in the one (1) day increment set forth above, such approval being premised upon other existing vacation schedules, the ability to put together a work crew, the necessity to complete projects designated by the City and the best interests of the City in general. Of

the one (1) day increments set forth above, only one (1) week may be taken during June, July, or August. Under no circumstances shall the second week of one (1) day increments be taken during the month of June, July or August.

- H. The City shall provide a vacation sign-up sheet for all employees in January. The City shall assign vacation preference according to seniority. An 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 the same. On or about March 1 of each year, the City will inform employees with unscheduled remaining vacation time of the amount of unscheduled vacation time available to them. Employees who do not complete signing up vacation before March 31 will have the remainder of their vacation assigned by the City.

ARTICLE XVI. - FUNERAL TIME:

- A. In the event of the death of an 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, Daughter-in-Law, Husband, Wife, Grandfather, Grandmother, Grandchild, Parent-in-Law, Half Brother, Half Sister and Step Children.**
- C. A **near relative** of an employee shall be defined as follows: **First Cousin, Aunt, Uncle, Niece, Nephew, Brother-in-Law, Sister-in-Law, and Step Parent.**

ARTICLE XVII. - SICK LEAVE:

- A. 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:
1. All those in the employ of the City with over 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 over two (2) years of service shall receive two (2) weeks of sick leave per annum, at full pay;
 3. All those with over three (3) years of service or more shall receive three (3) weeks of sick leave per annum, at full pay.
- B. Sick leave with full pay will be paid for all accumulated time up to twenty-five (25) weeks after being earned. However, no employee will receive more than twenty-five (25) weeks sick leave in any one (1) year.
- C. 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 THIRTY EIGHT and 00/100 (\$38.00) per day up to a maximum of twenty-five (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 the rate of THIRTY EIGHT AND 00/100 (\$38.00) per day up to a maximum of twenty-five (25) weeks.

ARTICLE XVIII. - HEALTH AND ACCIDENT:

- A. In addition to the other benefits provided herein, the City agrees to carry for the benefit of the employees, hospitalization, medical and surgical insurance equivalent to that carried on other City employees.
- B. The City agrees to provide accident and health benefits, and dental and vision programs. 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 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 FIFTEEN THOUSAND and 00/100 (15,000.00) DOLLARS for the benefit of each employee.
- E. The City agrees to provide a dental plan with Blue Cross and Blue Shield (Major Medical), and a prescription drug plan containing not less than an 80/20 split.
- F. The City of Jeannette will provide a TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLAR life insurance policy for all full time employees at retirement.
- G. In the event a union employee subject to this collective bargaining agreement is eligible and qualifies for retirement prior to reaching age sixty-five (65), and such employee elects to retire from employment prior to attaining age sixty-five (65), 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 age sixty-five (65). 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.1. The parties hereto do hereby acknowledge that the current minimum age for early retirement is sixty-two (62). In the event that the current minimum age for early retirement is changed to permit early retirement at an age prior to sixty-two (62), the requirement to provide continuing hospitalization, medical and surgical insurance for such employee until such employee reaches age sixty-five (65) shall still be applicable.

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, rates 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, 2001 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-CITY FOREMAN/PERSON IN CHARGE AND THE CITY CLERK:** An employee with a grievance shall discuss it with the City Foreman or 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 Foreman/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 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.
 - 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 Foreman/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) work days 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.

C. 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. Loss of driver's license because of driving on duty under the influence of liquor, or illegal drugs, or other similar offenses, and/or willful concealment of loss of driving privileges.
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 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 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 this 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, 2001 to December 31, 2004.

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.

EXHIBIT "A"

Pursuant to Article XIII of the Agreement entered between the City of Jeannette and the Teamsters Local Union No. 30, such agreement beginning January 1, 2001 and ending December 31, 2004, the wages for job classifications of employees covered by said agreement shall be as follows:

STREET DEPARTMENT:

1. Group Leader

\$.50 per hour above his/her classification
(includes his/her replacement)

Filled from the Street Department in seniority order
THIS BID WILL BE POSTED SEPARATELY

Hourly Rates Beginning with the following dates:

	<u>01/01/01</u>	<u>01/01/02</u>	<u>01/01/03</u>	<u>01/01/04</u>
2. Heavy Equipment Operator (Operating or Non Operating)	\$14.98	\$15.48	\$15.98	\$16.48
3. Painter/Sign Repair	\$14.73	\$15.23	\$15.73	\$16.23
4. Truck Driver/Brick Layer	\$14.83	\$15.33	\$15.83	\$16.33
5. Truck Driver	\$14.73	\$15.23	\$15.73	\$16.23

SANITATION DEPARTMENT:

1. Driver	\$14.73	\$15.23	\$15.73	\$16.23
2. Worker	\$14.73	\$15.23	\$15.73	\$16.23

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS _____ DAY OF _____, 2001.**

ATTEST:

Ronald E. Dinsmore, City Clerk

THE CITY OF JEANNETTE:

Carl J. Matt, Mayor

TEAMSTERS LOCAL 30:

Ron Miller, President