

AGREEMENT

THIS AGREEMENT is made and entered this 30th DAY of December, 2004, by and between the CITY OF JEANNETTE, Westmoreland County, Pennsylvania, herein after called the "City"

A
N
D

The INTERNATIONAL BROTHERHOOD OF TEAMSTER'S, LOCAL #30, hereinafter referred to as the "Union".

WHEREAS, the International Brotherhood of Teamsters Local Union No. 30 is the representative of the road and sanitation crews within the City of Jeannette, Westmoreland County, Pennsylvania; and

WHEREAS, the City and the Union, from time to time have entered into Agreements as to wages, rates and conditions of employment, in an effort to minimize or eliminate the possibility of strikes, boycott, lock-outs and/or other labor disputes; and

WHEREAS, the City had previously negotiated with the Union and entered into a certain Collective Bargaining Agreement effective January 1, 2001 through December 31, 2004; and

WHEREAS, through Collective Bargaining, the parties hereto, through their duly authorized agents, have reached an Agreement with respect to wages, rates and

conditions of employment, that in part, modify that Collective Bargaining Agreement referenced herein; and

WHEREAS, the parties hereto do hereby desire and agree to reduce such amendments to writing.

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

1. ARTICLE VII, PARAGRAPH (E)(1), referring to the definition of "heavy equipment operators" is deleted in its entirety, and shall be replaced with the following:

"Heavy Equipment Operators – shall be those employees awarded and qualified to operate the grader, high-lift, backhoe and sweeper. Assignments for these jobs shall mean operation of the listed equipment for a period of more than one (1) hour."

2. ARTICLE VII, PARAGRAPH (G) is deleted in its entirety and shall be replaced with the following:

"All jobs in the street department and sanitation department shall be bid each year and awarded in seniority order on Monday, the second week in December, each year. All jobs shall be posted for bid and shall remain posted for three (3) work days (i.e. Monday through Wednesday, etc.). At the end of the shift of the third day, the Steward shall remove the bid sheet and, in seniority order, verify each individual's bid preference. The Steward shall then provide the City with a certified list of all employees and 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."

3. ARTICLE VII, PARAGRAPH (J) is deleted in its entirety and replaced with the following:

"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 provide the City Foreman or person assigned by the City to be in charge, completed records daily. A copy of these records shall be made available to each employee, on a daily basis, upon their request".

4. ARTICLE X, PARAGRAPH (A) of the aforesaid Agreement is deleted in its entirety and replaced by the following:

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

5. ARTICLE XIV, PARAGRAPH (C) is deleted in its entirety and shall be replaced by the following:

"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 general starting time for the street department shall be 7:00 a.m. and the regular quitting time shall be 3:00 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 breaks shall be taken at the City garage with the understanding that travel time from the job site is part of the 1/2 hour lunch period."

6. ARTICLE XIV, PARAGRAPH (I) is deleted in its entirety and replaced by the following:

“Overtime within the Street Department will be determined by seniority. Any unscheduled overtime within the Sanitation Department will be covered by the sanitation employees on that day on a seniority basis. All scheduled overtime with the Sanitation Department will be covered by the sanitation employees”.

7. ARTICLE XIV, PARAGRAPH (H) is deleted in its entirety and shall be replaced with the following:

“Work schedules showing the work days and hours shall be posted on appropriate bulletin boards. Except for emergency, changes will be made a minimum of 24 hours in advance”.

8. ARTICLE XV, PARAGRAPH (G) is deleted in its entirety and shall be replaced with the following:

“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 gives the City Foreman or other person designated by the City to be in charge, notice of his/her intention to do on or before 2:00 p.m. the day before such day is to be taken. The City Foreman or other such person designated by the City to be in charge must approve any vacation taken in the one (1) day increments set forth above, such approval being premised upon other existing vacation schedules, 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 months of June, July or August”.

9. ARTICLE XV, PARAGRAPH (H) is deleted in its entirety and shall be replaced with the following:

“The City shall post a vacation schedule from January 1 – January 31 of each year. The City shall assign vacation preference accordingly to seniority within one week after the completion of the vacation schedule, with each employee receiving an approved copy of his/her vacation. Employees taking a week’s vacation in which a holiday falls, will be entitled to use that additional day at a later day of his/her choosing. All full week’s vacation picks supercede all single vacation days. All vacations shall be Monday through Sunday”.

10. ARTICLE XVII, PARAGRAPHS (B) and (C) are deleted in their entirety and shall be replaced by the following:

“(B) A member of the employees 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, Step Child(ren), and Step Parents.

(C) A near relative of an employee shall be defined as follows: first cousin, aunt, uncle, niece, nephew, brother-in-law and sister-in-law.”

11. ARTICLE XVII – Sick Leave-is deleted in its entirety and shall be replaced by the following:

“ARTICLE XVII-SICK LEAVE:

“A. All employees shall be allowed sick leave with pay, as follows:

1. All those in the employ of the City with one (1) year of service shall receive one (1) week of sick leave per annum, at full pay;

2. All those in the employ of the City with two (2) years of service shall receive two (2) weeks of sick leave per annum, at full pay;

3. All those in the employ of the City with over three (3) years of service shall received three (3) weeks of sick leave per annum, at full pay.

B. For purposes of this Article, a “week” shall mean five (5) work days.

C. No physician’s certification that an illness has incapacitated an employee from working during a period of “sick leave” shall be necessary for five (5) individual days or two (2) consecutive days, in any case not to exceed five (5) total days of sick leave taken in any calendar year, provided, however that any request for sick leave for an illness resulting in an absence from work for three (3) or more consecutive days must be accompanied by a physician’s certification that the employee’s illness has incapacitated the employee from working during that period. Such physician’s certification shall also specify the length of time such illness is expected to last. In the event an employee has an illness supported by a physician’s certification occurring within the first five (5) days of sick leave taken during a calendar year, then such days taken with a physician’s certification during this period shall not be counted against the employee’s first five (5)

undocumented days of sick leave referenced above. In reference to the above, any request for sick leave pay in excess of five (5) days in any calendar year, whether consecutive or not, shall be accompanied by a physician's certification that such illness incapacitated the employee from working during that period.

D. Sick leave with full pay will be paid for any accumulated time up to 25 weeks after being earned. However, no employee shall receive more than 25 weeks sick leave in any one year.

E. Upon the death of an employee prior to retirement, the beneficiary designated upon such employee's life insurance, or the estate of the employee if there is no beneficiary designated or beneficiary living, shall be paid for any unused sick leave standing to the credit of such employee at a rate of \$50.00 per day up to a maximum of 25 weeks. Upon the date of retirement, an employee shall be paid for unused accumulated sick leave standing to the credit of such employee at a rate of \$50.00 per day up to a maximum of 25 weeks.

12. ARTICLE XVIII, PARAGRAPH (A) of the aforesaid Agreement is deleted in its entirety and replaced with the following:

"In addition to the other benefits provided herein, the City agrees to carry for the benefit of the employees subject to this Agreement, hospitalization, medical and surgical insurance, together with a dental, vision and a prescription medicine plan. The plans to be provided shall be the same as those provided to all other City employees. The City may change the providers of such coverage without the consent of the Union, provided,

however, that the Union will not be provided with different coverage than that provided to all other City employees. It is the intent of this paragraph to keep a uniform healthcare plan in effect for all union and non-union employee's of the City of Jeannette.

13. The first sentence of Article XVIII, PARAGRAPH (B) shall be deleted. The remaining portions of that paragraph shall remain in effect. Article XVIII, PARAGRAPH (E) shall be deleted in its entirety.

14. ARTICLE XVIII of such Agreement shall be amended to add the following paragraph:

"The parties hereto do hereby agree that the City may offer a buy-out option to all union and non-union employees within the City of Jeannette to pay such employees an additional \$300.00 a month if any such employee elects to waive coverage through the City's health and welfare plan referenced above. In order to participate in this optional benefit, an employee must sign a written election form releasing the City from any obligation to provide coverage under its health and welfare plans to such employee and submit evidence that such employee has secured health and welfare coverage through a separate source. Any employee who opts out of coverage under the City's health and welfare plans under this section shall be entitled to re-enroll in the City's plan at any time thereafter, provided, however, that at such time of re-enrollment, the \$300.00 per month buy out benefit referenced above shall cease.

15. Exhibit "A" to ARTICLE XIII relating to wages payable under the terms of this Agreement is hereby deleted. The parties hereto do hereby acknowledge that wages

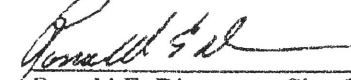
for all job classifications during the term of this Agreement shall be frozen at those levels payable from January 1, 2004 to December 31, 2004 under that Agreement.

16. All other terms, conditions and provisions of the parties' Collective Bargaining Agreement referenced above, not otherwise affected or modified by this Agreement, shall remain and continue in full force and in effect.

17. This Agreement shall be for a period of one (1) year beginning January 1, 2005 and terminating December 31, 2005.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET FORTH
THEIR HANDS AND SEALS THIS 30th. DAY OF December, 2004.

ATTEST:



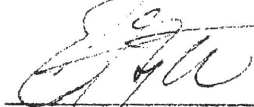
Ronald E. Dinsmore, City Clerk

THE CITY OF JEANNETTE:

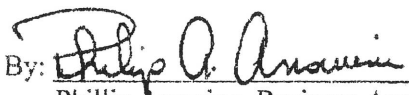


Michael Cafasso, Acting Mayor and Vice
Vice President of Council

TEAMSTERS LOCAL NO. 30

By: 

Ernest P. Giglotti, President

By:  1-25-05

Phillip Answine, Business Agent