

BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE

AN ORDINANCE OF THE MUNICIPALITY OF)
MONROEVILLE AUTHORIZING THE PROPER)
OFFICIALS OF MONROEVILLE TO ENTER)
A COLLECTIVE BARGAINING AGREEMENT)
WITH THE PUBLIC WORKS BARGAINING UNIT)

ORDINANCE NO. 2646

BE IT ORDAINED AND ENACTED by the Municipality of Monroeville, in Council assembled as follows:

SECTION 1. The proper officials of the Municipality of Monroeville are hereby authorized to enter a Collective Bargaining Agreement with the Public Works Bargaining Unit, said Agreement to be effective September 1, 2015 to December 31, 2019

SECTION 2. A copy of the Agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 12th day of April, 2016.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE



Timothy J. Little
Municipal Manager



Gregory Brosenko
Mayor

ENTERED INTO LEGAL BOOK ON: April 22, 2016

"EXHIBIT A"
A COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE MUNICIPALITY OF MONROEVILLE
AND
LOCAL #537, UTILITY WORKERS UNION OF AMERICA, AFL-CIO
COVERING THE YEARS
SEPTEMBER 1, 2015 THROUGH DECEMBER 31, 2019

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AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April, 2016, by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Employer", and the Pennsylvania Social Services Union, LOCAL #537, UTILITY WORKERS UNION OF AMERICA, AFL-CIO, hereinafter designated as the "Union".

WITNESSETH

WHEREAS, the parties hereto recognize that complete and uninterrupted service is of vital importance to the health, welfare, safety and comfort of the community, and desiring to establish a standard for wages and other conditions under which members of the Union shall work for the Employer during the term of this agreement; and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation and mutual objectives and averting interruptions and interference of service to the community;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE I

RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular Public Works workers per Memorandum of Understanding dated July 23, 2002 of the Employer comprised of Custodians, General Maintenance, Equipment Operator I, Animal Control Officer, Equipment Operator II, Mechanic and special use classification comprised of Journeyman, Heavy Equipment Mechanic, but excluding Working Foremen, Assistant Superintendents, Superintendents, Professional, Management-Level Employees, Supervisors, Confidential Employees, Temporary, Recreational Employees, Seasonal Employees, and Guards, in accordance with the certification of the Pennsylvania Labor Relations Board.

2. A seasonal employee is defined as any employee hired to perform work of a seasonal nature. (for example, summer help) and whose period of employment shall not exceed one hundred and twenty (120) calendar days.

ARTICLE II

MANAGEMENT RIGHTS

1. The Management of the Municipality and the direction of the working forces are vested exclusively with the Employer, except where expressly limited by a specific provision of the Agreement. Matters for inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion of policy as:

- A. The functions and programs of the Employer;
- B. Standards of service;

- C. Its overall budget;
- D. The utilization of technology;
- E. The organizational structure; and
- F. Selection and direction of personnel.

The above set forth management rights are by way of example, but by no way limitations.

- 2. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.
- 3. There shall be no individual agreements between employees and the Employer.
- 4. Nothing herein contained is to be construed to mean that an employee or group of employees have inherent rights to a particular task or job.

ARTICLE III

GENERAL CONDITIONS

It is the intent and purpose of the parties hereto that this Agreement will set forth the rates of pay and other conditions of employment, and will promote and improve orderly and peaceful relations between the parties in order to achieve uninterrupted operations in the Department of Public Works except for the Refuse Collection Division as well as the highest level of employee performance conditions that may be provided elsewhere in this Agreement, the following shall be observed.

- 1. It is the policy of the Employer and the Union that there will be no discrimination against any employee or applicant for employment on account of race, color, creed, sex, age, handicap and/or disability or natural origin. In addition, there shall be no discrimination, restraint or coercion against any employee because of membership in the Union.
- 2. Words used in the Agreement in the masculine gender shall include the feminine and the neuter.
- 3. Union activities shall not interfere with the normal operation of the Employer's services.
- 4. The Employer shall have the right to contract certain work so long as it does not result in layoffs, or reduction of the normal 40-hour workweek. The employer agrees not to contract out ordinary snow removal or routine scheduled overtime as provided by past practice; however the Employer may contract out emergency snow removal or other contract services that require certain expertise or where the nature and subject of said work is not easily provided for by the employee work force.

During the term of this Agreement, the Employer and the Union shall endeavor to create a "Cross Training Program" which would allow employees to be trained for bargaining unit positions for which they were not hired to perform.

- 5. a. Working foreman which shall be excluded from the bargaining unit shall be permitted to perform bargaining unit overtime work provided such work is a continuation of work from his/her preceding shift.

- b. All other bargaining unit overtime work shall be limited to fifteen (15) minutes before bargaining unit employees are assigned and/or called-out. All other supervisors will not be permitted to perform bargaining unit work except in the case of an emergency or for training purposes.
- c. The number of working foremen shall be determined by the Employer. The Employer will give first preference to qualified members of the bargaining unit when selecting new working foreman.

6. It is recognized that the Employer may introduce a revision in the method or methods of operation or revise job duties, including technological advances. The Employer agrees that if substantial changes are made in the regular job duties or requirement of any job, either party may propose a revision of the wage standards, the matter shall be handled in accordance with the grievance procedure set forth in this Agreement. In the event a new job is created and the parties cannot agree upon the wage, the Union shall have the right to appeal the matter through the grievance procedure of this Agreement.

7. Employees may be subject to a mechanized time-keeping system at the discretion of the Employer.

8. In the event that an employee suffers a non-work related illness or injury which renders him temporarily unable to perform his duties but he is physically capable of performing the duties of a vacant position in the Municipality, the Employer shall have the right to place the employee in such position. An employee assigned to modified duty shall continue to receive the rate of pay associated with his regular job classification. Nothing in this section shall be construed to limit the Employer's right to place an employee on disability retirement. However, if an employee does not choose disability retirement when such employee recovers from his non-work related illness or injury, he shall have a right to return to the position he held immediately prior to such disability.

9. When a job is created or vacated, such job shall be posted for a period of five (5) working days. Job vacancy postings shall include the location of the normal duty assignment. Nothing shall diminish management's right to fill jobs or abolish jobs. Employees shall not be permitted to move laterally or move into a lower -rated job more than once in a one-(1) year period. If an Employee is interested in being considered for the position, he must file a written bid with the Municipal Manager within five (5) working days of the posting. Vacancies shall be filled within ten (10) days from among qualified employees. All job bid awards will be based upon seniority. The Municipality of Monroeville agrees to maintain cross training policy to ensure trained persons are available for bid awards.

10. An employee who is promoted to a non-Union position shall be eligible to return to a Union position within six (6) months of the effective date of his promotion. He shall retain the seniority he had at the time that he left the Union and shall also be credited for seniority purposes with the period of time spent in the Non-Union position. Such promotion shall not be considered a break in continuous service. However, holding a Non-Union position for longer than six (6) months constitutes a break in continuous service.

11. Payment of wages by the members of the Union shall be bi-weekly in accordance with present practice. If the scheduled payday falls on any holiday provided for in this agreement, all employees shall be paid before quitting time on the day proceeding said holiday. The pay stubs must be so issued that the employee may retain said stub for his permanent record and must clearly list the following: Employer's name, employee's name, period work, hours worked, gross wages, itemized deductions, and net pay.

12. The union shall have the privilege of using designated bulletin boards for the purpose of informing employees of official Union meetings, functions, affairs, and elections.

13. In the event of a lay-off, all part-time employees will be laid off first.

14. In accordance with the aforementioned, the filling of any vacant position shall be consistent with guidelines as established in the Municipal Employee Handbook as Amended. In the event of a dispute arising from the application of this Section shall be subject to the grievance procedure as set forth in this Agreement.

15. Cleaning services for the Municipal Building and the Library may be the subject of competitive bidding. Current custodial employees shall be assigned to a janitorial pool for assignment by the Municipality.

ARTICLE IV

HOURS OF WORK AND OVERTIME

1. The Municipality guarantees forty (40) hours of work per week. The normal week shall consist of five (5) consecutive days during the week from Monday to Friday, inclusive, except for custodial employees of municipal owned buildings opened during weekends for business. Deviation from the normal workweek shall not be unilaterally changed. The normal workday is eight (8) consecutive hours, exclusive of a one-half (1/2) hour unpaid lunch period. When employees report for the regularly scheduled work, they shall receive no less than their scheduled hours or work or pay for that day. The employees will be granted two (2) fifteen (15) minute rest breaks daily to be taken at the job site.

2. The normal work shift shall be 6:30 a.m. to 3:00 p.m. Custodial hours shall be as currently assigned in previous contracts.

3. (a) any employee scheduled to work prior to the scheduled starting time and after the normal eight (8) hour work day shall be paid at time and one-half the regular straight time hourly rate of pay. All overtime will be paid at the time and one-half rate. Each overtime call-out will be for a minimum of two (2) hours at the time and one-half rate.

(b) In the event that overtime is worked, a paid meal voucher meal break of one-half (1/2) hour must be allowed at least every five (5) hours.

(c) All overtime shall be equally distributed or offered by the Employer based upon rotating seniority and within subdivisions of the Public Works Department so long as the employee is qualified to perform the overtime work and the guidelines followed shall be in accordance with the Memorandum of Agreement as adopted June 1, 1993, with the following changes and/or understandings:

A Separate seniority list for each sub-division shall be established and maintained by the respective supervisors and provided to the Chapter's Chief Steward.

The Municipality shall post a master seniority list for Public Works Division employees to sign-up and express their interest in working overtime that becomes available after the sub-division overtime rosters have been exhausted. This list shall be maintained and updated every month by the Municipality, and provided to Local #537 and the Chapter's Chief Steward.

To assure that the available overtime is distributed on a fair and equitable basis, the supervisor/working foremen shall rotate the overtime opportunities based on seniority (more senior toward least senior). Once the overtime rotation has begun, it shall be continuous and all forms shall be appropriately filed on a monthly basis.

Failure to respond on two (2) overtime call-outs in one (1) month will result in the employee's removal from the overtime call-out list for the remainder of that month. "No" shall be considered as a "Verbal No". All employees shall make himself/herself available when snow is forecasted. No employee on sick leave, STD, or LTD will be called out for overtime.

At the request of an employee and upon approval of the Employer, compensatory time off instead of pay at one and one-half (1-1/2) times the employee's straight time hourly rate of pay will be granted at two times (2X) the number of hours worked. Compensatory time may be taken in increments up to 8 hours, with prior supervisor approval. Compensatory time utilization shall be limited to a total of eight (8) hours per calendar month. Compensatory time accumulation shall be capped at 120 hours.

The Union shall be permitted to verify from records of the Employer compliance with provisions of this Sub-section.

The overtime rotation list shall be posted at all times for employees to observe their position in the rotation.

Modified Duty Employees will be removed from the Overtime rotation list.

4. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours.

5. Employees shall endeavor to work reasonable amounts of overtime when overtime is necessary. If all qualified employees refuse an overtime assignment, the most junior employee qualified to perform the work will be required to accept the overtime assignment. The Employer will make every reasonable effort to give advance notice of scheduled overtime.

6. An employee to be laid off shall be notified of such action by quitting time on the preceding Friday; an employee laid off on any day thereafter shall be entitled to pay for the entire work week. For example, an employee laid off on Wednesday of any workweek shall be paid for that day and any scheduled workdays of that workweek. The term "work week" shall be defined as the period from 12:01 a.m. Sunday through 12:00 p.m. Saturday under the provisions of this paragraph. Lay-off, temporary lay-off, lost time and short time are defined in the Employee Handbook as Amended.

7. Employee Attendance - Unexcused absences and/or tardiness may result in disciplinary action with set penalties in accordance and consistent with guidelines as established in the Municipal Employee Handbook as Amended.

ARTICLE V

SENIORITY

1. Each employee shall have seniority. Seniority, unless otherwise provided, is based on length of continuous service in the Union. Municipal and Union seniority shall be accumulated during approved leaves of absence, except leave without pay, as long as such seniority is not terminated in accordance with other provisions of this Agreement. If any employee is suspended for disciplinary reasons, his Municipal and Union seniority dates shall, for five (5) years subsequent to the suspension, be altered to reflect the time spent on suspension. After five (5) years from the date of suspension, the suspension shall be purged and the Municipal seniority dates shall be restored as they were prior to the disciplinary suspension.

2. In recognition of the responsibility of the Employer for efficient operation, it is understood and agreed that in all cases of layoffs or recalls from layoffs, the following procedure shall be used: there shall be three (3) seniority groups from which layoffs and recalls may be made. The three (3) seniority groups are as follows:

Group 1 - Skilled classifications (for example, Mechanic, Operator II, Journeyman)

Group 2 - Operator I, Animal Control, General Maintenance

Group 3 - Custodians

In the event the Employer determines to lay off any employees in the Seniority Group 1, it shall lay off the most junior employees in the particular job classification in which a reduction in force is being made. If an employee laid off from a Group 1 job has greater seniority than any employee in Group 2 or Group 3, he may displace the junior seniority employee in Group 2 or 3, provided he has the qualifications and ability to perform the work of the Groups 2 or 3 employees. However, if a reduction in force is being made among employees in Seniority Groups 2 or 3, the most junior employee in any job classification in such seniority group shall be laid off first. If an employee in Group 2, he may displace such junior seniority employee in Group 2 provided he has the qualifications and ability to perform the work of the Group 2 employee; he may displace the junior seniority employee in Group 2, who shall be laid off.

Recalls shall be made in reverse order of layoffs, provided recalled employees have the qualifications and ability to perform the available work.

In the event it is necessary to affect a layoff of Union members, the sequence of furlough shall be as follows: first, seasonal employees; second, temporary employees; third, probationary employees, followed by full time regular members of the union as designated by the Municipal Manager by position. Layoff of full time regular employees shall occur in accordance with provisions of Section 2 of Article V. In accordance with the aforementioned, all lay-offs shall be consistent with guidelines as established in the Municipal Employee Handbook as Amended.

3. All new employees shall be considered probationary employees for a period of six (6) months from the beginning of their employment, during which time they shall have no seniority, and be bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said six (6) months period from the beginning of his employment at the sole discretion of the Employer. If such employee is retained beyond the six (6) months probationary period from the beginning of his original employment, he shall immediately thereafter be classified as a permanent employee and his seniority shall commence as of the date of

his original employment. All benefits received by members of the Union are to be equally bestowed upon probationary employees upon the successful completion of the probationary period.

4. The Employer agrees to furnish a seniority list of all Union employees to the Union Representative on or before January 1 and June 1 of each year, and shall be posted on the Employer's bulletin board.

5. (a) Municipal seniority is defined as the period of time from the date of hire as a full-time employee that an individual is continuously employed by the Municipality of Monroeville.

(b) Union seniority is defined as the period of time from the date that the Employee is first covered by the union contract to the present exclusive of any broken or non-continuous employment in a position other than one covered by the Union Contract.

(c) Refuse Division Transferees-Full-time refuse collectors transferring to the Public Works department shall be entitled to use their municipal seniority date for pay and benefit purposes only. Their Union Seniority date shall begin with their first day of work within the Public Works Department.

6. An employee's Municipal or Union seniority will be broken when he:

- (a) Quits or resigns
- (b) Is discharged for cause
- (c) Fails to return on time following the end of a leave of absence
- (d) Is laid off for a period in excess of his length of service or two (2) years, whichever is less
- (e) Fails to return to work on a recall from layoff within fourteen (14) days after the Employer has sent notice to him by registered or certified mail or telegram to the last address furnished to the Employer by the employee.
- (f) Is absent without excuse for five (5) working days or more.
- (g) When an employee is on STD and LTD combined for more than two (2) years.

Employees terminated with cause will be paid any pro-rated accrued leave time.

ARTICLE VI

COMPENSATION

1. The basic rate of compensation shall be the straight time hourly wage.

2. Positions of employees covered by Agreement shall be classified as shown in Appendix A.

(a) Any employee performing out of his job class shall be paid at the hourly rate of the higher job classification to which he may be assigned or upgraded.

3. The schedule of compensation for each position shall be as shown in Appendix A. Compensation rates shall be effective according to the following schedule:

(a) The first (1st) year rate of the schedule shall become retroactive to 12:00 Midnight on September 1, 2015.

(b) The second (2nd) year rate shall become effective at 12:00 Midnight on January 1, 2017.

(c) The third (3rd) year rate shall become effective at 12:00 Midnight on January 1, 2018.

(d) The fourth (4th) year rate shall become effective at 12:00 Midnight on January 1, 2019.

4. Any person hired as an employee who has never been employed in a part-time or full-time position with the Municipality of Monroeville or the Public Works Department shall be compensated using the compensation rates as follows:

| | |
|--|---------------------|
| During the 1 st contract year of employment under this contract | 80% of hourly rate |
| During the 2 nd contract year of employment under this contract | 85% of hourly rate |
| During the 3 rd contract year of employment under this contract | 90% of hourly rate |
| During the 4 th contract year of employment under this contract | 95% of hourly rate |
| During the 5 th contract year of employment under this contract | 100% of hourly rate |

5. Employees shall be eligible for a longevity payment after the completion of the fifth (5th) year of continuous employment with the Municipality. This longevity payment shall be paid on the first (1st) pay date of each December and shall be paid at a rate of \$65.00 per year of service.

6. If an employee is called out for emergency overtime one hour before his/her normal a.m. starting time, a \$7.50 breakfast voucher will be provided. Also, a \$10.00 dinner voucher will be provided when an employee has worked two (2) continuous additional hours beyond his/her normal p.m. quitting time and/or then every five (5) hours of continuous work. This dinner voucher may be paid either by a cash voucher (paycheck) or payment made directly to the vendor at the option of the employee. Paycheck reimbursement for dinner allowance will be paid quarterly. Reasonable opportunity for meals breaks shall be provided or as determined by conditions.

ARTICLE VII

HOLIDAYS

1. Each Employee shall be entitled to the following holidays with pay calculated at the straight-time hourly rate of pay times the employee's normally scheduled hours of work.

- (a) New Year's Day
- (b) Good Friday
- (c) Primary Election Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Thanksgiving Day and the Day After
- (h) Christmas Day
- (i) General Election Day

2. Employees required to work on any of the holidays specified above shall be paid one and one-half (1-1/2) times the employee's straight-time hourly rate of pay plus the holiday pay. Time and one-half plus the holiday pay will be paid for the day which is celebrated as the Holiday. It is recognized that when a holiday falls

on a Sunday, it is usually celebrated on the following Monday; and when a Holiday falls on a Saturday, it is usually celebrated on the prior Friday.

To be eligible for holiday pay, an employee must work his/her last scheduled work day prior to and following the holiday and work on the holiday if scheduled to do so. Vacation shall be considered a workday. The employees shall also be eligible to receive the Holiday pay if laid off or recalled within a thirty (30) day period of the scheduled holiday.

3. Effective 9/1/03 each employee shall receive five (5) personal days. The personal day requested shall be mutually agreed upon by the Employer and the employee forty-eight (48) hours in advance of the day requested. If an employee is called out to work on his personal days, he shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate of pay for all hours worked in addition to the pay for the personal day. No additional personal days will be scheduled.

4. The above scheduling and utilization of holidays will be effective as of 9/1/94.

ARTICLE VIII

VACATIONS

1. For the purposes of calculation, the vacation leave year begins January 1 and ends December 31 of each year.

2. (a) It is agreed, for the duration of the contract, and commencing the first year, the vacation plan for Union members hired before January 1, 1986 shall be as follows:

| | |
|---|-----------------------|
| After six (6) months of service | Five (5) days |
| After one (1) year of service | Ten (10) days |
| After five (5) years of service | Fifteen (15) days |
| After ten (10) year of service | Twenty (20) days |
| After fifteen (15) years of service | Twenty-five (25) days |
| After twenty-five (25) years of service | Thirty (30) days |

(b) The vacation plan for Union members hired after January 1, 1986 shall be as follows:

| | |
|---|-----------------------|
| After six (6) months of service | Five (5) days |
| After one (1) year of service | Ten (10) days |
| After five (5) years of service | Fifteen (15) days |
| After ten (10) year of service | Twenty (20) days |
| After fifteen (15) years of service or more | Twenty-five (25) days |

Vacation pay is calculated by multiplying the employee's normal scheduled hours of work per day times his straight time hourly rate of pay.

Employees shall be permitted to split at least one (1) week of vacation time into one (1) day intervals pending the Municipality's scheduling approval with 48 hours advance notification and management approval.

3. Except in cases of layoffs or termination's, the Employer shall not make payments in lieu of the use of accumulated vacation leave. Unused annual vacation leave may be carried over from one year to the next year

with the prior approval of the Employer. The total amount of accumulation at any time may not exceed the amount which can be earned in one leave year. If approved, accumulated vacation leave carried over must be taken within the following year or paid. However, vacation may be scheduled by the Employer for any employee who failed to schedule his vacation in accordance with Section 5 of this Article.

4. Accrued, but unused vacation leave shall be paid to all terminating or laid off employees on a pro-rated monthly basis at the normal hourly rate.

5. Vacations should be scheduled in accordance with current telestaff rules. Employees will be required to schedule vacation time of three (3) or more consecutive days thirty (30) days in advance. A forty-eight (48) hour approval for less than three (3) consecutive days is required. Preference on vacation will be given to employees with the longest continuous service. The Employer has the final discretion to allot vacation periods and to change such allotments in order to meet the needs and schedules of business for each department.

6. In the event an employee dies prior to using proportionate vacation earned, the appropriate vacation pay the employee is then entitled to for that year shall be paid to the employee's surviving spouse or estate.

7. Employee's military time shall be added to the vacation time for computation of the number of weeks or days if military time was served after beginning employment with the Municipality and during the time of declared war.

ARTICLE IX

SICK/INJURY LEAVE PLAN

1. Each member of the Union will receive, at the beginning of each calendar year, an allocation of ten (10) petty sick leave days which are to be used which worker's compensation is not paid. Union members shall be entitled to their full wages and benefits as provided for in this Agreement for each of the days they may be absent on sick leave with a bona fide illness or injury. At the end of each calendar year, the Municipality will buy back each unused sick day at \$50 per day, not to exceed a total of \$500. Any employee working less than thirteen (13) pay periods will receive five (5) petty sick days in the current year.

2. The Workman's Compensation allowances will be two-thirds (2/3) of the employee's base earnings as computed by the guidelines established in the Workman's Compensation Handbook.

3. Employees shall additionally be entitled to short term disability pay, for illness of a non-occupational nature and for which worker's compensation is not paid, as provided below:

a. A short term disability is defined as a period of disability which may be anticipated to last ten (10) or more calendar days.

b. A non-insured short term disability plan shall be established effective upon ratification of the agreement as follows:

1. The Employer shall, within each calendar year, provide up to a maximum of twenty-six (26) weeks of short term disability pay at seventy-eight percent (78%) of regular earnings, for each occurrence of short term disability of recurrence of previously compensated short term disability.
2. Each and every employee shall pay Ten Dollars (\$10.00) per month to the Municipality for the short term disability coverage. This payment shall be deducted

from each employee's pay on an after-tax basis. No income taxes shall be deducted from the short term disability payments. If it is finally determined that the Municipality should have deducted federal, state and/or local income taxes from the short term disability payments, the Union shall indemnify and save the Municipality harmless of and from any penalties and interest that may be assessed against the Municipality in such a case. If the taxing body asserts such a claim against the Municipality, the Municipality shall promptly notify the Union of the claim, the Union may contest the claim at its sole expense and the Municipality shall cooperate with the Union in case the Union decides to dispute the claim. Any income taxes finally determined to be owed upon receipt of short term disability benefits shall be paid by the employee(s) receiving the benefits with right in the Municipality to withhold such taxes from future earnings and entitlements due to the employee(s) involved until the full amount of the taxes due are recovered.

c. In order to receive short term disability benefits, an employee must first exhaust all accrued petty sick leave. Additionally, the employee must present to the Municipal Manager, for approval, appropriate medical documentation that the illness may be anticipated to last ten (10) or more calendar days.

d. There shall be a ten (10) calendar day waiting period for each occurrence (as distinguished from reoccurrence of disability). During the waiting period, an employee shall first use all accrued petty sick leave, if such leave is available. When petty sick leave is not available, and the employee does not elect to use other earned leave, the employee shall be placed on approved leave without pay status during which the employee shall retain all benefits provided under this agreement, and shall continue to earn Municipal and Union seniority. If an employee suffers a reoccurrence of an earlier compensated disability, there shall be no second or subsequent waiting period upon approval of the Municipal Manager. In the event that an employee becomes disabled more than once in a calendar year, and the second disability is not a re-occurrence of the first, the Municipality may, upon a case by case basis and at the sole discretion of the Municipal Manager, assume the cost of the second or subsequent waiting period.

5. The disabled employee shall cooperate fully with the medical and insurance personnel.

6. It is agreed that periodic medical examinations may be required by the Municipal Manager and, if so required, will be at the Municipality's expense. After receipt of a valid medical examination and at the discretion of the Municipal Manager, an individual injured in the line of duty and not otherwise qualified for full disability, may be assigned to another position in the Municipality for which he qualifies.

7. The Municipality shall provide Long Term Disability (LTD) coverage at Sixty percent (60%) of regular earnings for non-occupational illnesses or injuries after twenty six (26) weeks of short-term disability (STD). LTD shall continue until the employee is recovered with a maximum of eighteen (18) months. After eighteen (18) months of LTD, the employee will fall under Article III, Section 8. When an employee receives LTD he/she must then apply for Social Security Disability and the LTD will then be reduced by the amount received for the Social Security Disability benefit. If an employee returns to work within eighteen (18) months of receiving LTD he/she will return to their former position with the corresponding rate in the collective bargaining agreement. Employees that fill the position of an employee on LTD will also return to their former position. Benefits will remain in effect for all employees on LTD.

ARTICLE X

OTHER LEAVES OF ABSENCE

1. Bereavement Leave. In the event of a death in the nuclear family of an employee, defined as spouse, parent, step-parent, child, stepchild or foster child, paid emergency leave up to five (5) days will be granted upon request of the employee. In the event of a death in the immediate family of the employee defined as being the employee's parent-in-law, brother, sister, brother-in-law, sister-in-law, foster parent, grandparent, grandparent-in-law, and grandchild, up to three (3) paid days will be granted upon request. For other relations defined as uncles, aunts, nieces, nephews, first cousins, one (1) day of paid leave will be granted upon request so long as travel to the funeral or ceremony is feasible.

2. Paternity Leave. An employee may request up to three (3) days of paid paternity leave for the birth of a child by the employee's spouse.

3. Military Leave. Employees will receive up to two (2) weeks of paid military leave if called to temporary or summer training duty with the armed forces as part of a military program elected in lieu of active duty. Employees requesting paid military leave shall submit to the Personnel Officer a copy of their orders and any military compensation received from the military during the period of leave. In such case, the Employer will provide the difference, if applicable, between the employee's regular pay and the amount he received from such military duty.

4. Court Leave. Any employee ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty. The employer shall pay the difference between any jury duty compensation received and the employee's regular daily wage for each day of jury service. Any employee requesting court leave shall submit to the Personnel Officer a copy of the applicable court order or subpoena.

5. Family/Medical Leave Act. Family/Medical Leave shall be granted in accordance with the Employee Handbook as Amended.

ARTICLE XI

INSURANCE AND OTHER BENEFITS

1. Life Insurance. All employees shall be eligible for group term life insurance paid for by the Employer. The amount of this insurance shall be \$25,000. Upon retirement, all employees with at least ten (10) years of service shall be covered by retirement life insurance; the amount of insurance shall be \$15,000. The cost of such retirement life insurance shall be paid by the Employer. Effective September 1, 2012, the Municipality of Monroeville agrees to contact Standard Insurance to provide an option to purchase additional insurance.

2. Health Care. It is the intent of the employer to provide Healthcare coverage and other health related coverage to the employee. The parties agree that the Employer and the Union shall be permitted to seek and accept competitive bids and quotations for such coverage, provided they are substantially similar to the coverage in effect at the time of the signing of this agreement. The Labor Management Committee will review said coverage and recommend the insurance carrier and co-pays, which will be chosen. Coverage shall be provided under the MBS medical plan contained in the November, 2015 open enrollment package provided to all employees. Said coverage is as follows:

- (a) Hospitalization
- (b) Basic Eye Care
- (c) High Option Dental
- (d) Basic Prescription Drug-Incentive Formulary

Retroactive to January 1, 2016 public works bargaining unit members agree to contribute 8% pre-tax of monthly premium towards the cost of healthcare. Effective January 1, 2018 public works bargaining unit members agree to contribute 9% pre-tax of monthly premium towards the cost of healthcare. Effective January 1, 2019 public works bargaining unit members agree to contribute 10% pre-tax of monthly premium towards the cost of healthcare. The healthcare contribution will be adjusted accordingly (equally) rescinded or reduced if non-union employees have their contribution altered.

Health Benefit Rebate

Health-Benefit rebate for: a) Current Employees enrolled in the rebate program, b) Employees hired post-ratification of the contract, c) Employees currently covered by Municipality-provided health benefits, d) Spouses who both are employees of the Municipality:

- a. The rebate for current employees enrolled in the rebate program shall remain at 43% of the total healthcare premium with the premium capped at the 2016 premium rates;
- b. Employees hired post-ratification of the contract, the annual rebate shall be \$4,000 for opting- out of family coverage and \$3,000 for opting out of all other coverages for employees.
- c. Employees who are currently covered by the municipality-provided health insurance, but who, post-ratification of the contract, opt-out of the municipality-provided health insurance and thereafter re-enroll in the rebate program, the annual rebate shall be \$4,000 for opting out of family coverage and \$3,000 for opting-out of all other coverages for employees.
- d. Employees who are hired post-ratification of the contract, and whose spouses are also hired in the future, if one of the spouses is covered by municipality-provided health insurance, the other spouse shall not receive the health benefit rebate.

Hospitalization coverage only shall be afforded to those Union members retiring after twenty-five (25) years of service, or, ten (10) years of service and attaining age 62. Also, hospitalization coverage shall be provided to employee's spouse for all employees retiring after twenty-five (25) years of service and attaining age (60) sixty.

In lieu of hospitalization coverage at retirement (as above), all Employees who were hired on or after April 19, 2007 will receive a \$1,000 Retirement Healthcare Savings Account (RHS) contribution annually at their anniversary date of hire. This contribution may be used for tax-free medical expense reimbursements for the employee, spouse or dependents. The RHS remains the property of the employee regardless if the employee retires from active employment or not.

3. Pension Plan. The Employer agrees to maintain the existing Monroeville Employees Pension Trust Plan as provided by Pennsylvania Municipal Retirement System (PMRS). At least one representative of the employee group shall serve on any employee pension committee now or in the future. The Employer agrees to ask PMRS for an actuarial study of the costs of increasing the pension benefit from 2% to 2 ½% with a maximum payment of 75% of final salary and increasing the employee contribution at 8%, 7%, 6% respectively. (Any change in the Monroeville Employee's Pension Plan with PMRS is required to be voted on and approved by 75% of all employees covered by the pension plan.)

4. Uniforms and Equipment. The Employer will furnish a uniform and boot allowance of \$375 per employee per year to be paid in January. Uniforms are required at all times defined as shirt/jacket, including name of employee and Municipality of Monroeville in full view, dark pants and steel toed shoes. All uniforms shall be of a consistent color. Shoes must meet the requirements of the American National Standards Institute and bear the ANSI label. Shoes must fit properly, be made of material that breathes and has lining. The Municipality will pay the uniform embroidery cost of the name of the employee as well as the name of the Municipality. Any additional uniform embroidery will be charged to the employee's uniform allowance.

Summer and winter uniform requirements with drawings shall be posted on bulletin boards. Employees out of uniform may be sent home to change. Uniforms shall be relatively clean and sanitary consistent with the season and work performed. Exceptionally odiferous, soiled, or ripped uniforms shall be changed if so instructed.

5. Social Security and Workmen's Compensation. All employees shall be covered by Social Security Old Age and Survivors Insurance and Workmen's Compensation Insurance as prescribed by applicable state and federal laws

6. If the currently pending arbitration proceedings between the Monroeville Police Department and the Municipality of Monroeville result in the Police Department employees being permitted to reside outside the municipality, the parties agree, upon the request of the Union, to meet and discuss eliminating the residence requirement for bargaining unit employees. "Meet and Discuss" is defined as set forth in ACT 195 of the Pennsylvania General Assembly (The Public Employee Relations Act).

ARTICLE XII

REMOVAL, DEMOTION AND SUSPENSION

1. The Employer has the right to discharge, discipline, remove, demote or suspend any employee for just cause.

2. The Employer may promulgate and enforce reasonable work rules and regulations.

3. Any Employee removed for cause shall not be entitled to receive any of the benefits provided for in this Agreement, except for earned and accrued vacation benefits and vested rights, if any under the Pension Plan.

4. The Employer will notify the Union in writing within forty-eight (48) hours after the discharge, removal, demotion or suspension of any employee in the Union. Such written notice shall also be given to the employee removed.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. All disputes between the Employer and the Union or between the Employer and any of its employee relating to this Agreement, its meaning application or interpretation, shall be settled in accordance with the following grievance procedure, and there shall be no strikes or cessation of work by the employees or lockouts by the Employer during the term of this Agreement.

STEP ONE: All grievances must be initiated within ten (10) working days of the alleged occurrence or from that time that the employee could reasonable have been expected to have knowledge of such occurrence. It shall be first discussed orally by the grievant and/or his bargaining representative, and the employee's department head. The department head must give his answer within ten (10) working days of such meeting.

STEP TWO: If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance to writing and give or send a copy of to the Municipal Personnel Officer and the Union within ten (10) working days after receipt of the Step One answer.

The Personnel Officer, the grievant, and one of the Union representatives shall meet in an attempt to settle the dispute. A written answer must be given by the Personnel Officer within ten (10) working days after such meeting.

STEP THREE : In the event no agreement is reached at Step Two, the grievance may be appealed within ten (10) working days after receipt of the Step Two answer to the Municipal Manager. The Municipal Manager shall meet with the grievant and the Union representatives to attempt to settle the dispute. Within ten (10) working days of such meeting; the Employer shall give its written answer.

STEP FOUR: In the event no agreement is reached at Step Three, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within ten (10) working days after receipt of the Step Three answer. The Employer and the Union shall then request the Bureau of Mediation to submit a panel of seven (7) names of suggested arbitrators.

The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Employer shall strike the first name.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this agreement and shall have no authority whatsoever to modify, alter, subtract from or add to its terms. The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

The impartial arbitrator shall submit his decision within thirty (30) days after the hearing, unless time is extended by mutual agreement by both parties.

ARTICLE XIV

SAFETY, HEALTH AND MISCELLANEOUS

1. The Employer and the employees shall cooperate to eliminate unsafe working conditions and areas.
2. The Employer shall make reasonable provisions for the safety of his employees during the hours of their employment. It shall be the exclusive responsibility of the Employer to insure the safety rules contained herein or established by the Employers.
3. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent safety rules to protect the health and safety of the employees.

4. The Employer shall continue to provide some protective apparel for its employees, including but not limited to such items as rubber boots, hard hats, gloves and safety glasses.
5. The Employer may assess a fair charge with reasonable limits to employees for loss or destruction of any items.
6. The Employer agrees to grant all employees sufficient time to clean up at lunch time and sufficient time to clean-up at quitting time.
7. The Employer shall provide a suitable locker for each full-time employee. Suitable showers shall be provided for the employees to clean up at quitting time at the Public Works Building.
8. Any Employee who is injured in the course of employment shall receive his rate of pay for any lost time on the day of the accident.
9. A copy of any accident report prepared by the Employer shall be given to the employee and the Bargaining Representative, if requested.
10. Once every three (3) months during the term of this Agreement, designated representatives of the Union shall have the right to request a safety and health meeting with the Municipal Manager, or designated representative, which meeting shall take place not less than five (5) days from any written request.
11. Safety training shall be required and provided to all employees during working hours. Such training shall be in accordance with guidelines as established in the Municipal Employee Handbook as Amended and/or Safety Ordinance as adopted.
12. All employees shall be subject to drug/alcohol testing if the Employer has probable cause or reasonable suspicion. Such testing shall be in accordance with guidelines as established in the Municipal Employee Handbook as Amended.
13. The Municipality will pay for CDL testing, training, license and renewal for all employees. New hires will be required to obtain a CDL license within six (6) months from their date of hire.
14. Refuse collection misses will be re-assigned to the Refuse Employees. Management reserves the right to assign Public Works employees to pick up misses if refuse employees have completed work schedule.
15. The Municipality has the right to add additional recycling material to recycling collector's job responsibilities, e.g. newspaper and determine the method of collection.

ARTICLE XV

PAYROLL DEDUCTIONS

1. Each employee who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain his membership in the Union as presently defined in Sections 301(18) and 705 of the Public Employee Relation Act, Act 195 of 1970. The payment of dues and assessment while a member shall be the only requisite employment condition.

2. Check-off of Union Dues

a. The Employer agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the first (1st) day of the succeeding month after such deductions were made.

b. The employee's authorization shall be irrevocable during the term of this Agreement as provided in the maintenance of membership provision above.

c. The Employer agrees to use the Local 537 dues billing form for the purposes of remitting Union dues. The Employer agrees to update this form on a monthly basis by indicating the correct dues rate and initiation fees, adding new applicants and coding employees who may have resigned, retired, died, been promoted or placed on inactive status as a result of layoff, worker's compensation, medical LOA, or personal LOA.

The Employer agrees to provide the social security number of employees and home addresses, as well as other relevant information that may be requested by the Union (job title, date of hire, rate of pay, number of hours of work, etc.).

The Employer agrees to deduct owed Union dues and/or Fair Share Fees from an employee's pay upon return from said LOA and remit said dues and/or fees to the Union.

3. Agency Fee -

(a) Each non-member in the Bargaining Unit represented by the Union shall be required to pay a fair share fee as provided for by Act 399 of 1993.

(b) The Employer and the Union agree to comply with all provisions of said law.

(c) The Union agrees to extend to all non-members the opportunity to join the Union.

(d) If any legal action is brought against the Employer as a result of any actions it is requested to perform by the Union pursuant to this Section, the Union agrees to provide for the defense of the Employer at the Union's expense and through counsel selected by the Union. The Employer agrees to give the Union immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Union in the defense of the case. If the Employer does not fully cooperate with the Union any obligation of the Union to provide a defense under this Section shall cease.

(e) The Union agrees in any action so defended, to indemnify and hold the Employer harmless for any monetary damages the Employer might be liable for as a consequence of its compliance with this Section; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the Employer as a result of the Employer's failure to properly perform its obligations under this Section.

(f) The Employer agrees to deduct a fair share fee biweekly from all employees in the Bargaining Unit who are not members of the Union.

(g) Authorization from non-members to deduct fair share fee shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made."

4. The Union's Chief Steward shall be provided with a work schedule of two (2) hours less work time per week (with no loss of pay) than the regular full-time schedule for the occupation. Three (3) job stewards shall be provided with a work schedule of one (1) hour less work time per week (with no loss of pay) than the regular full-time schedule for the occupation. This time off shall be for the purpose of conducting appropriate union business. The Union shall certify to the Employer the employees who are receive the hours per week schedule reduction. The scheduling of said hours shall be at the discretion of the Manager.

5. If selected to attend a Union Convention or perform any other function on behalf of the Union necessitating a suspension of active employment, a leave of absence not exceed three (3) days in any one (1) calendar year per delegate will be granted with pay upon approval of the Manager. The number of delegates not to exceed three (3) per year.

6. Voluntary Political Contribution - Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of _____ from each of my regular paychecks and to forward that amount to the UTILITY WORKERS UNION OF AMERICA, AFL-CIO Local 537 COPE. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the UTILITY WORKERS UNION OF AMERICA, AFL-CIO COPE are not conditions of membership in the Union or of employment with the Employer and that UTILITY WORKERS UNION OF AMERICA, AFL-CIO COPE will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections."

A check will be issued to the UTILITY WORKERS UNION OF AMERICA, AFL-CIO Local 537 COPE which includes the aggregate deductions of all employees authorizing check-off of political contributions, together with an itemized statement, by the twentieth (20th) of the month following the month in which the deductions are made. The Union shall notify the Employer in writing of the name of the person (together with his/her title and address) to whom the check should be sent, and any changes concerning this information.

The Union agrees to indemnify the Employer and hold it harmless against and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer of the purposes of complying with the foregoing provision of this Article.

ARTICLE XVI

SCOPE, COMPLIANCE AND SEVERABILITY

1. This Agreement spells out the total Agreement between the parties including wages and all fringe benefits, and there shall be no other addition or changes during the term of the contract, except as provided below.

2. It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

3. In the event that any article or section is held invalid or enforcement of or compliance with which has been restricted as set forth above, the parties affected, upon the request of the Union or the Employer, will attempt to negotiate a replacement article or section, as the case may be, for the remaining term of this Agreement.

4. The public interest in the accomplishment of the purposes of the Department of Public Works is paramount. Therefore, this agreement is to be applied and constructed subject to and in accordance with applicable statutes of the Commonwealth of Pennsylvania, the Home Rule Charter of Monroeville, and any Personnel Ordinance of Monroeville, Pennsylvania.

5. Each party hereto recognizes and agrees to abide by the obligations to bargain collectively as set forth in Act 195 of 1970.

Should a mutually accepted amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and shall be executed by both parties. Additionally, any amendment to the Employee Handbook shall be bargained with the Union prior to adoption.

6. All current policies as addressed and established in the Municipal Employee Handbook as Amended shall be adopted by this Agreement.

ARTICLE XVII

NO STRIKE - NO LOCKOUT

1. The Union will not call, cause, assist, encourage, participate in condone, ratify or sanction, nor will the employee engage in any strike, sit down, slowdown, picketing, boycott, stoppage of work, or other interference with the operations of the Employer during the period of this Agreement. However, this provision shall not restrict the right of an employee to lawfully picket or boycott on non-working time where such activity does not interfere with the operations of the employer.

2. The Employer agrees that it will not lock out employees during the period of this Agreement.

**ARTICLE XVIII
DURATION AND TERMINATION**


This Agreement shall be retroactive to September 1, 2015, and shall remain in effect up to and including midnight, December 31, 2019, and shall remain in effect from year to year hereafter unless either party gives notice of its desire to terminate this Agreement in accordance with the provisions of Act 195 prior to the end of any subsequent yearly period.

ATTEST:

MUNICIPALITY OF MONROEVILLE

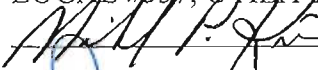



Timothy J. Little
Municipal Manager





Gregory Elosenko
Mayor

LOCAL #837, UTILITY WORKERS UNION OF AMERICA, AFL-CIO

 Pres. Mon. Local 537 U.W.U.A







APPENDIX A

Utility Workers Union of America, AFL-CIO, System Local 537
PUBLIC WORKS EMPLOYEE COLLECTIVE BARGAINING AGREEMENT

| Job Titles | 9/1/15 - 12/31/16 | | | |
|--|-------------------|---------------|---------------|---------------|
| | 3.00% 9/1/2015 | 2.00% 2017 | 3.00% 2018 | 2.00% 2019 |
| Mechanic/Journeyman | \$30.11 | \$30.71 | \$31.63 | \$32.27 |
| Operator II | \$28.83 | \$29.41 | \$30.29 | \$30.89 |
| Operator I | \$28.08 | \$28.64 | \$29.50 | \$30.09 |
| Animal Control Officer | \$28.08 | \$28.64 | \$29.50 | \$30.09 |
| General Maintenance | \$28.08 | \$28.64 | \$29.50 | \$30.09 |
| Custodian | \$28.08 | \$28.64 | \$29.50 | \$30.09 |
| Heavy Equipment Repair | \$32.61 | \$33.26 | \$34.26 | \$34.95 |
| Snow Removal ** | \$0.30 | \$0.30 | \$0.30 | \$0.30 |
| Temporary Crew Leader *** | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Utility Rate ***** | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Pesticide Spraying Rate (parks)**** | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Pesticide Spraying Rate-Street, Right of Ways **** | \$2.00 | \$2.00 | \$2.00 | \$2.00 |

** Rate effective while driving snow removal route during normal duty hours.

***Additional hourly rate while working as a crew leader. Temporary Crew Leader shall be rotated among qualified candidates on a fair and equitable basis.

****Employees receiving spraying rate must be certified rate applies only to time spraying work is being performed by a certified employee.

*****All Laborers with a CDL license will receive the Operator I rate. All Laborers without a CDL will receive General Maintenance rate.

*****Employee will receive the Utility rate when performing the following tasks: Cement finishing, carpentry, tree pruning (in bucket), signal repair, finish bricklaying (above a catch basis repair), and other tasks that are mutually agreed upon. Employees will also receive the Journeyman rate for the following: Electric and plumbing duties that require inspection by an outside agency whether inspected or not.

APPENDIX B

JOB CLASSIFICATIONS FOR NEW HIRES

| | |
|---|-------------------------|
| During the 1st contract year of employment under this contract. | 80% of the hourly rate |
| During the 2nd contract year of employment under this contract. | 85% of the hourly rate |
| During the 3rd contract year of employment under this contract. | 90% of the hourly rate |
| During the 4th contract year of employment under this contract. | 95% of the hourly rate |
| During the 5th contract year of employment under this contract. | 100% of the hourly rate |