

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF MONROEVILLE
TO ENTER A COLLECTIVE BARGAINING AGREEMENT WITH
THE DEPARTMENT OF PUBLIC WORKS MAINTENANCE AND
SANITARY SEWER MAINTENANCE DIVISION

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 Department of Public Works Maintenance and Sanitary Sewer Maintenance Division, said Agreement to be effective from May 1, 1981 to April 30, 1984.

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

ORDAINED and ENACTED this 8th day of December, 1981.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

EXHIBIT "A"

A COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

MUNICIPALITY OF MONROEVILLE

AND

PUBLIC WORKS MAINTENANCE AND SANITARY SEW
MAINTENANCE DIVISION BARGAINING UNIT

COVERING THE

YEARS

MAY 1, 1981 until APRIL 30, 1984

A G R E E M E N T

THIS AGREEMENT is made and entered into this 11th day of March, 1982,
by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision
of the Commonwealth of Pennsylvania, hereinafter designated as the "Employer", and
the Public Works and Sanitary Sewer Maintenance Division Bargaining Unit, hereinafter
designated as the "Bargaining Unit".

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 of wages and other conditions under which
members of the Bargaining Unit 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 Bargaining Unit as the sole and exclusive
bargaining agent for all regular full-time Public Works and Sanitary Sewer Division
workers of the Employer comprised of laborers, custodians, general maintenance,
equipment operator I, equipment operator II, mechanic and special use classification
comprised of utility and heavy equipment mechanic, but excluding working foremen, assis-
tant superintendents, superintendents, professional, management-level employees, super-
visors, confidential employees, temporary, recreational employees, seasonal employees,
and guards, in accordance with the certification of the Pennsylvania Labor Relation
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 speci-
fic provision of the Agreement. Matters of inherent managerial policy are reserved
exclusively to the Employer. These include, but shall not be limited to, such areas
of discretion or 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 not by way of limitations.

2. The Bargaining Unit, 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 consistent with safety, good health, and sustained effort. In addition to the conditions that may be provided elsewhere in this Agreement, the following shall be observed.

1. It is the policy of the Employer and the Bargaining Unit that there will be no discrimination against any employee or applicant for employment on account of race, color, creed, sex, age or national origin. In addition, there shall be no discrimination, restraint or coercion against any employee because of membership in the Bargaining Unit.

2. Words used in the Agreement in the masculine gender shall include the feminine and the neuter.

3. Bargaining Unit activities shall not interfere with the normal operation of the Employer's services.

4. Working foremen excluded from bargaining unit will be permitted to perform bargaining unit work provided such work is not created to result in lay off or lost time for bargaining unit members. All other supervisors will not be permitted to perform bargaining unit work except in an emergency or for training purposes. It is agreed that the present number of working foreman positions who perform bargaining unit work shall not be increased during the term of this Agreement; however this provision shall not apply to any other supervisors or management-level employees.

5. 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 requirements of any job, either party may propose a revision of the wage standards for that job. In the event the parties cannot agree upon 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 standard and the Bargaining Unit shall have the right to appeal the matter through the grievance procedure of this Agreement.

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

7. 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 bargaining unit, the Employer shall have the right to place the employee in such position, at the rate of pay for such position. Nothing in this section shall be construed to limit the Employer's right to place an employee on disability retirement.

8. When a new job is created, such job shall be posted for a period of five (5) working days. Employees shall not be permitted to move laterally or move into a lower-rated job more than twice in a one (1) year period. If an employee is interested in being considered for the position, he must file a written application with the designated Employee representative within the five (5) day working period of the posting. Vacancies shall be filled from among qualified employees giving consideration to the following factors:

- (a) Ability to perform the work, as determined by periodic evaluation,
- (b) Physical fitness,
- (c) Length of continuous service.

Only when factors (a) and (b) are relatively equal between employees shall factor (c) be the determining element.

9. An employee who is promoted to a non-bargaining unit position shall be eligible to return to a bargaining unit 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 bargaining unit and also be credited for seniority purposes with the period of time spent in the non-bargaining unit position. Such promotion shall not be considered a break in continuous service.

10. Payment of wages to the members of the bargaining unit shall be bi-weekly in accordance with present practice. If the scheduled pay day falls on any holiday provided for in this Agreement, all employees shall be paid before quitting time on the day preceding 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 worked, hours worked, gross wages, itemized deductions, and net pay.

11. The Bargaining Unit shall have the privilege of using designated bulletin boards for the purpose of informing employees of official Bargaining Unit meetings, functions, affairs and elections.

ARTICLE IV

HOURS OF WORK AND OVERTIME

1. This section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. The normal work 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. Custodial employees shall cover the weekend periods as required. Where there are two custodians assigned to such buildings, weekend days of normal scheduling should be split. Deviation from the normal work week shall not be unilaterally changed. The normal work day is eight (8) consecutive hours, exclusive of a one-half (1/2) hour unpaid lunch period. When employees report for their regularly scheduled work, they shall receive no less than their scheduled hours of work or pay for that day. The employees will be granted two (2) fifteen 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. commencing the first work day after April 15 and terminating the last work day on or before October 14. At all other times the work shift will be 7:30 A.M. to 4:00 P.M. except for custodial employees, and the foregoing scheduled shift time shall not be changed without reasonable notice to the employees except in the cases of snow removal, and other exigencies under which it is not reasonable for the Employer to provide such notice, in which case the Employer will provide such notice as can be reasonably given under the circumstances. Deviation from the above work shifts shall not be unilaterally changed. Custodial shift hours shall be:

Municipal Building	6:00 A.M. to 2:30 P.M.
Library	Normal 7:00 A.M. to 3:30 P.M. Winter 7:00 A.M. to 3:30 P.M.
Public Works Building	Normal 4:30 A.M. to 1:00 P.M. Winter 5:30 A.M. to 2:00 P.M.

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.

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

(c) The first fifteen (15) minutes of overtime worked in excess of the regular scheduled eight hour day shall not be subject to overtime pay. For any overtime work in excess of 1/4 hour, a minimum of thirty (30) minutes overtime rate shall be paid and each fifteen (15) minute increment thereafter shall be paid at a minimum of thirty (30) minutes of the overtime rate.

(d) All overtime shall be equally distributed or offered by the Employer as far as practicable among members of the bargaining unit and working foremen based upon rotating seniority and within subdivisions of the Public Works Department so long as the employee is qualified to perform the overtime work. The Bargaining Unit shall be permitted to verify from records of the Employer compliance with the provisions of this paragraph.

(e) 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 shall be granted.

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 may be required to accept the overtime assignment. The Employer will make every reasonable effort to give advance notice of scheduled overtime.

6. The Employer agrees that any employee requested to report to work shall be guaranteed and shall receive no less than the normal forty (40) hour work week with pay for each work week said employee is scheduled to work and reports for work. Thus, 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 work week shall be paid for that day and any scheduled work days of that work week. The term "work week" shall be defined as the period from 12:01 A.M. Monday through 12:00 P.M. Sunday under the provisions of this paragraph.

ARTICLE V

SENIORITY

1. Each employee shall have seniority. Seniority is based on length of continuous service with the Public Works Department and previous Library Custodial service if any. 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.

2. In recognition of the responsibility of the Employer for efficient operations, it is understood and agreed that in all cases of layoffs or recalls from layoff, 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, General Maintenance, Sewer Maintenance

Group 3. Custodians and Laborers

In the event the Employer determines to lay off any employees in 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 Groups 2 or 3, provided he has the qualifications and ability to perform the work of the Groups 2 or Group 3 employee. 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 laid off from Group 2 has greater seniority than any employee in Group 3, he may displace such junior seniority employee in Group 3, provided he has the qualifications and ability to perform the available work. The employee in Group 3 so displaced shall be laid off. If an employee laid off from Group 3 has greater seniority than an employee in Group 2 and 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 in reverse order of layoffs, provided recalled employees have the qualifications and ability to perform the available work.

In the case of all layoffs, first probationary employees, then temporary employees, then seasonal employees who perform bargaining unit work, shall be laid off first in accordance with the procedures outlined above.

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, shall be paid the probationary rate, 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 date of 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 employment, he shall immediately thereafter be classified as a permanent employee and his seniority shall commence as of the date of his original employment. A probationary employee shall be provided the hospitalization and workmans compensation benefit only upon commencing work. All other benefits shall become effective after completion of the probationary period.

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

5. An employee's municipal seniority shall 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

ARTICLE VI

COMPENSATION

1. The basic rate of compensation shall be the straight time hourly wage.
2. Positions of employees covered by this Agreement shall be classified as shown in Appendix A.
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 year rate of the schedule shall become effective at 12:00 Midnight on April 30, 1981.
 - (b) The second year rate shall become effective at 12:00 Midnight on April 30, 1982
 - (c) The third year rate shall become effective at 12:00 Midnight on April 30, 1983.
4. The probationary rate for the first six (6) months of employment in a position classification shall be seventy-five (75) cents per hour less than the hourly rate effective for that classification.
5. Employees shall be eligible for longevity pay commencing on the first pay period of December for years of service completed after the anniversary of their employment date through December 31 of each year according to the following schedule:

After 5 years of employment	\$125
After 6 years of employment	150
After 7 years of employment	175
After 8 years of employment	200
After 9 years of employment	225
After 10 years of employment	250
After 11 years of employment	275
After 12 years of employment	300
After 13 years of employment	325
After 14 years of employment	350
After 15 years of employment	375
After 16 years of employment	400
After 17 years of employment	425
After 18 years of employment	450
After 19 years of employment	475
After 20 years of employment	500

6. If a crew is called out to work before 6:30 A.M. or past 6:00 P.M. for emergency overtime, such as for snow removal or sewer repairs, cash payments will be made for meals missed at the rate of \$3.50 for breakfast and \$5.00 for dinner in the first contract year; \$4.00 and \$5.75 in the second contract year and \$4.50 and \$6.50 in the third contract year. No food charge privileges shall be substituted. Reasonable opportunity for meal breaks shall be provided 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) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Thanksgiving Day
- (g) Marriage Anniversary or Employment Anniverary Date for single employees
- (h) Birthday
- (i) Christmas 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 wok on the holiday if scheduled to do so. 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. Each employee shall receive two (2) personal days at the employee's straight time hourly rate of pay. 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.

ARTICLE VIII

VACATIONS

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

2. Employees are eligible for vacation days with pay according to the following schedule:

More than one (1) year but less than six (6) full years of service as of December 31 of any year	Ten (10) days
More than six (6) years but less than twelve (12) years of service as of December 31 of any year	Fifteen (15) days
More than twelve (12) full years but less than eighteen (18) years of service as of December 31 of any year	Twenty (20) days
More than eighteen (18) full years but less than twenty-four (24) years of service as of December 31 of any year	Twenty-five (25) days
More than twenty-four (24) full years of service as of December 31 of any year	Thirty (30) days

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

3. Except in cases of layoffs or terminations, 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-rate monthly basis at the normal hourly rate.

5. Vacations may be scheduled throughout the calendar year. Prior to December 15 of each year each employee shall specify in writing his vacation preference for the vacation leave to which he is entitled for the following year. Preference on vacation selection 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 schedule of business for each department.

6. Absence from work due to non-job related illness or injury not exceeding one hundred twenty-five (125) working days in any year shall not limit or abridge the employee's right to full vacation with pay.

7. 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 then be paid to the employee's surviving spouse or estate.

8. 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 LEAVE

It is agreed that each employee shall be entitled annually to 125 days sick leave at full pay and subsequently to 125 days sick leave at half pay, based upon 52 work weeks per year each having five (5) working days. The Municipality at its sole discretion may in any instance require a written report from a physician or psychologist selected by the Municipality to use as a basis for payment or non-payment of said sick leave. Sick leave is not paid during the initial probationary period.

Other insurance paid for by the Municipality shall be subtracted from sick pay with the intent being that an employee cannot receive more pay while on sick leave than while working. The employee may choose to receive the provided insurance benefit during the second 125 day period where entitlements are more than 1/2 pay.

ARTICLE X

OTHER LEAVES OF ABSENCE

1. Emergency Leave. In the event of a death in the nucleus family of an employee, defined as spouse or child, paid emergency leave of 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, parent-in-law, brother, sister, brother-in-law, sister-in-law, step child, foster child, foster parent, grandparent, grandparent in-law, and grandchild, up to three (3) days will be granted upon request. For other relations defined as uncles, aunts and 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 per year 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.

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 \$15,000. Upon retirement, all employees with at least fifteen (15) years of service shall be covered by retirement life insurance. The amount of such insurance shall be \$6,000. The cost of such retirement life insurance shall be paid by the Employer.

2. Medical Insurance. The Employer will provide coverage for Blue Cross Hospitalization Plan U, Blue Shield Series 100 and catastrophic Major Medical Insurance (250,000 exception, mental/nervous care) with \$100 deductible, or their equivalent, for employees and their eligible dependents. The cost of such insurance shall be paid by the Employer. The Employer will also provide and pay for, as soon as administratively feasible, after the signing of this contract, Blue Shield high option dental care coverage for employees and their eligible dependents and effective the second year after the signing of this contract, prescription drug coverage equivalent to coverage provided other employees of the Employer for employees and their eligible dependents. The Employer retains the right to substitute other plans or self insurance programs provided coverages are not diminished. The basic eye care plan or its equivalent shall remain in effect for the duration of this contract.

3. Reserved.

4. Pension Plan. The Employer agrees to maintain the existing Monroeville Employees Pension Trust Plan applicable to general employees as that plan, may from time to time, be amended. The Employer shall sponsor a series of plan review meetings among bargaining representatives and other representatives of participating employees in the plan for the purpose of reaching consensus on improvements desired, investigating the cost of improvements, and the basis for payment for improvement(s) to the plan.

In addition the Employer agrees to utilize the highest seven (7) years earnings as the basis for the average earnings calculation of pension benefit pursuant to the pension trust ordinance for bargaining unit employees who retire from municipal service pursuant to the eligibility requirements of the employee pension trust.

An employee participant in the pension plan who terminates his employment for reasons other than retirement or disability shall receive his contribution back from the pension trust fund plus 7-1/2% compounded quarterly.

Effective January 1, 1982, existing retirees who were members of the bargaining unit or could have been had it existed at the time of retirement, based upon work with the Public Works Department shall receive a ten (10%) percent increase in the monthly pension benefit.

5. Uniforms and Equipment. The Employer will furnish uniforms to employees as required for each position. A maximum of five (5) uniforms per year will be provided. Worn or damaged uniforms will be replaced by the Employer upon return by the employee, at no cost to the employee. Uniforms furnished will be worn by all bargaining unit employees while on duty. The Employer will furnish all tools, extensions and equipment needed to complete the work performed by all employees, and employees shall be responsible for the care and use of said tools, extensions and equipment in a workmanlike manner.

6. 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.

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 Bargaining Unit in writing within forty-eight (48) hours after the discharge, removal, demotion or suspension of any employee in the bargaining unit. Such written notice shall also be given to the employee removed.

ARTICLE XIII

NO STRIKE - NO LOCKOUT

1. The Bargaining Unit will not call, cause, assist, encourage, participate in, condone, ratify or sanction, nor will the employee engage in any strike, sitdown, 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 nonworking 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 XIV

GRIEVANCE PROCEDURE

1. All disputes between the Employer and the Bargaining Unit or between the Employer and any of its employees 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 reasonably 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 seven (7) 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 the same to the Municipal Personnel Officer and the Bargaining Unit within five (5) working days after receipt of the Step One answer. The Personnel Officer and one of the bargaining unit representatives shall meet in an attempt to settle the dispute. A written answer must be given by the Personnel Officer within five (5) working days after such meeting.

STEP THREE:

In the event no agreement is reached at Step Two, the grievance may be appealed within five (5) working days after receipt of the Step Two answer to the Municipal Manager. The Municipal Manager shall meet with the bargaining unit representatives to attempt to settle the dispute. Within five (5) 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 bargaining unit 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 Bargaining Unit 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 Bargaining Unit.

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 XV

SAFETY AND HEALTH

1. The Employer and the employees shall cooperate to eliminate unsafe working conditions or 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 of its employees and compliance by them with any safety rules contained herein or established by the Employer.

3. The safety standards and rules contained herein are minimum standards and not intended to imply that the Bargaining Unit 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 and hard hats.

5. The Employer may assess a fair charge within 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 bargaining unit shall have the right to request a safety and health meeting with the Municipal Manager, or his designated representative, which meeting shall take place not less than five (5) days from any such written request.

ARTICLE XVI

PAYROLL DEDUCTIONS

1. Effective the date of this Agreement, the Employer, upon presentation of appropriate authorizations executed by individual employee bargaining unit members will deduct membership dues from the pay of bargaining unit employees, provided that the combined deductions are in one fixed dollar amount and can be transmitted by a single check to a trustee or agency designated by the bargaining unit. The amounts to be deducted shall be certified to the Employer by the bargaining unit and deductions from all employees shall be remitted together with an itemized statement to the Bargaining Unit by the fifteenth (15) day of the succeeding month, after such deductions are made.

2. The bargaining unit agrees to hold the Employer harmless and to defend said Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any such action taken or not taken by the Employer under the provisions of this Article.

ARTICLE XVII

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 additions 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 bargaining unit 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 and Sanitary Sewer Maintenance Division is paramount. Therefore, this Agreement is to be applied and construed 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.

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.

ARTICLE XVIII

DURATION AND TERMINATION

This Agreement shall become effective May 1, 1981 and shall remain in effect up to and including midnight, April 30, 1984 and shall remain in effect from year to year thereafter 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.

WITNESS the due execution of this Agreement this 1 day of March, 1982, 1981.

PUBLIC WORKS MAINTENANCE AND SANITARY SEWER
MAINTENANCE DIVISION BARGAINING UNIT

BY Thomas A. McLaugh
Mark E. Ruffing
Walter Sobel

MUNICIPALITY OF MONROEVILLE

Marshall W. Bond
Michael P. Fyfe

APPENDIX A

COMPENSATION RATE SCHEDULE (expressed in \$ per hour)

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Mechanic/Journeyman	8.80	9.60	10.40
Operator II	8.16	8.96	9.76
Operator I	7.99	8.79	9.59
General Maintenance	7.99	8.79	9.59
Custodian	7.99	8.79	9.59
Laborer	7.65	8.45	9.25
Heavy Equipment Repair Rate *	9.82	10.52	11.17
Utility Rate **	8.33	9.13	9.93
Snow Removal Rate ***	Regular Rate + .20/hour	Regular Rate + .25/hour	Regular Rate + .30/hour

* Rate effective when mechanics are repairing municipal equipment heavier than 8 ton dump truck or construction related equipment such as backhoe, roller, fire pumper or ladder truck, etc.

** Utility rate effective when working skilled jobs as per current policy. Utility rate shall be paid to qualified individuals and utilization shall be by rotating seniority for individuals qualified for the same utility rate jobs.

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