

AN ORDINANCE OF THE MUNICIPALITY OF)
MONROEVILLE AUTHORIZING THE PROPER)
OFFICIALS OF MONROEVILLE TO ENTER)
A COLLECTIVE BARGAINING AGREEMENT)
WITH THE POLICE DEPARTMENT CIVILIAN)
EMPLOYEES (PDCE) AND MUNICIPAL)
CLERICAL WORKERS (MCW) OF THE)
MUNICIPALITY OF MONROEVILLE)

ORDINANCE NO. 1796

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 Police Department Civilian Employees (PDCE) and Municipal Clerical Workers (MCW), said Agreement to be effective January 1, 1992.

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

ORDAINED AND ENACTED this 14th day of April, 1992.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE



Joseph G. Brimmeier
Municipal Manager



Thomas R. Schuerger
Mayor

ENTERED INTO LEGAL BOOK ON: April 24, 1992

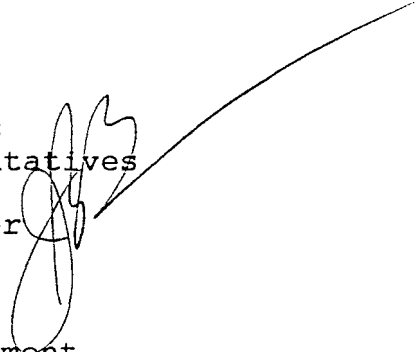
MEMORANDUM

TO: Public Works Union Representatives
PDCE & MCW Bargaining Representatives
Refuse Collection Bargaining Representatives

FROM: Joseph G. Brimmeier, Municipal Manager

DATE: December 10, 1992

SUBJECT: Collective Bargaining Agreement Amendment



A year has passed since the negotiation process and our discussion regarding the short term disability leave. Since there has been no abuse of this benefit, I am returning 100% short term disability pay to your respective bargaining unit contract as per our negotiations, effective January 1, 1993.

If you have any questions, please do not hesitate to call.

JGB:cjm

"EXHIBIT A
A COLLECTIVE BARGAINING AGREEMENT"
BY AND BETWEEN
MUNICIPALITY OF MONROEVILLE
AND
POLICE DEPARTMENT CLERICAL EMPLOYEES
AND
MUNICIPAL CLERICAL WORKERS
COVERING THE YEARS
JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of April, 1992, by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Employer", and the Police Department Clerical Employees (PDCE) and the Municipal Clerical Workers (MCW), hereinafter designated as the "Bargaining unit." This Agreement is retroactive to January 1, 1992.

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 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 that subdivision of Municipal Employees comprised of all of the following full time and regular part time, employees: (See Appendix A)

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 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 as well as to achieve 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. The Employer and the Bargaining unit jointly agree that there shall be no discrimination against any employee or applicant for employment on the basis of race, color, creed, religion, sex, age, national origin, ancestry, or political affiliation. There shall be no discrimination on the basis of handicap or disability or against a qualified individual with a disability as prohibited by the Pennsylvania Human Relations Act or the Americans with Disabilities Act. There shall be no discrimination, interference, restraint, or coercion of employees in the exercise of rights protected by the Pennsylvania Public Employee Relations Act.

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. Supervisory personnel not belonging to the 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.

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 requirement 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, 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 Municipality, the Employer shall have the right to place the employee in such position. An employee assigned to light 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.

8. When a job is created or vacated, such a job shall be posted for a period of five (5) working days. Nothing shall diminish management right to fill jobs or abolish jobs. 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 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, giving consideration but not limited to the following factors:

- a. Ability to perform the work, as determined by periodic evaluation and demonstrated proficiency;
- b. Physical fitness, as determined by sick and injury leave records, or, if necessary, the Municipal physician examination;
- c. Length of bargaining unit service.

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 for municipality service seniority. However holding a non-bargaining unit position for longer than six (6) months constitutes a break in continuous service for bargaining unit purposes, and the employee shall forego any right to return to the unit.

10. Payment of wages to the members of the bargaining unit shall be biweekly 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. The Municipality guarantees forty (40) hours of work per week. With the exception of Communications Dispatchers and the Animal Control Officer, the normal work week shall consist of five (5) consecutive days during the week from Monday through Friday, inclusive. For Communications Dispatchers, the normal work week shall consist of five (5) consecutive days during the seven (7) day period from 7:00 a.m. Sunday through 6:59 a.m. the following Sunday. For the Animal Control Officer, the normal work week is five (5) consecutive days from Tuesday through Saturday, inclusive. 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 regularly scheduled work, they shall receive no less than their scheduled hours at work or pay for that day. Employees shall be granted two (2) fifteen (15) minute rest breaks daily.

2. The normal work shift shall be 8 A.M. to 4:30 P.M. for MCW employees and as posted for PDCE bargaining unit members. Additionally, bargaining unit members reserve the right to participate in a "flexible time program" as may be offered by the employer. When work on different work shifts is posted for PDCE bargaining unit members within their job classification, employees shall be allowed to select their preferred shift on the basis of bargaining unit seniority. Employees shall be offered the opportunity to bid their preferred shift at the beginning of each calendar year, or whenever an employee in their job classification leaves the bargaining unit.

3. (a) Any employee called-out to work prior to their normally scheduled starting time or 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) All overtime shall be equally distributed or offered by the Employer to bargaining unit members by job classification within the Bargaining unit. The Municipality shall give preference to each and every PDCE and MCW as opposed to special or part time (PDCE and MCW) regarding all work details, schedules and overtime. The Bargaining unit

shall be permitted to verify from records of the Employer compliance with the provisions of this paragraph.

(d) 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 may be granted at two times the number of hours worked.

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. 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. through 12:00 P.M. Sunday to Saturday under the provisions of this paragraph.

ARTICLE V

SENIORITY

1. Each employee shall have seniority. Seniority, unless otherwise stipulated, is based on length of continuous service within the bargaining unit. Municipal and bargaining unit seniority shall be accumulated during approved leaves of absence, except leaves without pay, in excess of fifteen (15) days per calendar year.

2. In recognition of the responsibility of the Employer for efficient operations, it is understood and agreed that in all cases of layoffs, the sequence of furloughs shall be as follows:

1. Seasonal employees
2. Temporary employees
3. Regular part-time employees on probationary status
4. Regular part-time employees off probationary status
5. Full-time employees on probationary status
6. Full-time employees off probationary status

Further, nothing in this agreement shall circumvent the prescribed procedures for affecting layoffs in accordance with Municipal Ordinance 1517 or as amended through the date of execution of this agreement.

3. All new employees shall be considered probationary employees for a period of six (6) months from the beginning of their municipal employment, during which time they shall have no seniority, 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 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 bargaining unit 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 bargaining unit employees to the Bargaining unit Representative on or before January 1 and June 1 of each year, and shall be posted on the Employer's bulletin board.

5. Municipal seniority defined: that period of time from the date of hire an individual is continuously employed by the Municipality of Monroeville.
6. Shift scheduling for PDCE personnel shall be awarded by seniority, the most senior employee receiving scheduling preference.
7. An employee's municipal or bargaining unit seniority shall be broken when he:
- (A) quits or resigns provided the Municipality has accepted the resignation by means of correspondence to the employee;
 - (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 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 at 3% increments for 1992, 1993 and 4% for 1994, and shall be implemented in accordance with the following schedule:

- (a) The first year rate of the schedule shall become effective at 12:01 A.M. on January 1, 1992 (Retroactive).
- (b) The second year rate shall become effective at 12:01 A.M. on January 1, 1993.
- (c) The third year rate shall become effective at 12:01 A.M. on January 1, 1994.

The entire term of this contract period expires as of Midnight, December 31, 1994.

4. The probationary rate for the first six (6) months of employment in a position classification shall be \$1.00 per hour less than the hourly rate effective for that classification. Upon successful completion of the six (6) month probationary period, the new employee shall receive full scale pay.

5. Employees shall be eligible for a longevity payment after the completion of the fifth year of continuous employment with the Municipality, this longevity payment shall be paid on the first pay date of each December and shall be paid at a rate of \$35.00 per year of service with the maximum of \$750.

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 (MCW only)
- (c) Easter (PDCE only)
- (d) Election Day (MCW only)
- (e) Memorial Day

- (f) Independence Day
- (g) Labor Day
- (h) Thanksgiving Day
- (i) Day after Thanksgiving (MCW only)
- (j) Christmas Day

2. Employees required to work on any of the holidays specified above shall be paid two and one-half (2-1/2) times the employee's straight-time hourly rate.

To be eligible for holiday pay, an employee must work the last scheduled work day prior to and following the holiday. Vacation shall be considered a work day. Approved sick leave shall also be considered a work day. If there is suspicion of sick leave abuse, a physician's statement may be required.

3. Each employee shall receive four (4) personal days at the employee's straight time hourly rate of pay with the exception that PDCE bargaining unit members receive six (6) 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.

ARTICLE VIII

VACATIONS

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

2. It is agreed, for the duration of the contract, and commencing the first year, the vacation plan for bargaining unit members shall be as follows:

After one (1) year of service	Ten (10) days
After five (5) years of service	Fifteen (15) days
After ten (10) years 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

Vacation pay is calculated by multiplying the employee's normal 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 Manager. 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. Vacation may be scheduled by the Employer for any employee who fails to schedule his vacation.

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. Preference on vacation selection will be given to employees with the longest continuous service in the bargaining unit. Vacation requests shall be posted for a period of seven (7) days. Senior employees not contesting or bidding for vacation as posted shall lose their right to bump junior employees for their vacation days if not exercising their bumping privileges within the seven (7) day posting period. 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. When there is no conflict, management may grant short notice vacation requests.

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 bargaining unit will receive at the beginning of each calendar year, an allocation of ten (10) petty sick leave days which are to be used for absence due to illness or injury of a non-occupational nature and for which worker's compensation is not paid. Bargaining unit 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.

2. 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 illnesses 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. The employer shall, within each calendar year, provide up to a maximum of twenty six (26) weeks of short term disability pay, $66 \frac{2}{3}$ of regular base earnings, for each occurrence of short term disability or recurrence of previously compensated short term disability.

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 his 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 recurrence) 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 in approved leave without pay status during which the employee shall retain all benefits provided under this Agreement, and shall continue to earn municipal and bargaining unit seniority. If an employee suffers a recurrence of an earlier compensated disability, there shall be no second or subsequent waiting period. In the event that an employee becomes disabled more than once in a calendar year, and the second disability is not a recurrence 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.

4. The Municipality may, if it desires, self-insure or purchase the short term disability benefit herein described.

5. 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.

ARTICLE X

OTHER LEAVES OF ABSENCE

1. Bereavement Leave. In the event of a death in the nucleus family of an employee, defined as spouse, 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. 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.

3. 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. The Employee's regular daily wage will be paid when court leave is necessary for official municipal business.

4. Extended Leave of Absence - Members may be granted an extended leave of absence, paid or unpaid, at the discretion of the Municipal Manager; however all available vacation days must be exhausted before such leave is granted.

5. Official Duty Leave - Official duty leave, with full pay, is granted while on official business for the Municipality including training courses, conferences, meetings or conventions.

6. Fire Suppression Leave - Employees who are active volunteer fire fighters shall receive their regular wages if called to respond to a fire call during regular scheduled work hours.

7. Discretionary Leave - Employees may receive up to three (3) days leave, with or without pay, at the discretion of the Municipal Manager.

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 insurance shall be \$6,000. The cost of such retirement life insurance shall be paid by the Employer.

2. Health Care - it is the intent of and it is agreed for the duration of this contract, that the health care benefits shall be:

- (a) Hospitalization - Blue Cross, Blue Shield Plan U 100 and Major Medical with \$100 deductible or equivalent;

- (b) Basic eye care - Vision Service Plan of Pennsylvania or equivalent;
- (c) High option dental - Blue Shield or equivalent; and
- (d) Basic prescription drug - Blue Cross or equivalent.

Please note that the hospitalization portion of this benefit shall be governed by the conditions of the MEIT Managed Care Program which is now in effect, or as from time to time may be amended during the duration of this contract. Furthermore, hospitalization coverage only shall be afforded to those bargaining unit members retiring after twenty five (25) years of service, or, ten (10) years of service and attaining age 62.

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.

4. Uniforms and Equipment. This provision applies to members of the PDCE only. Unit members belonging to the Uniformed Civilian Police Group shall receive an annual appropriation for the purchase of appropriate clothing required for the performance of their duties. The Employer will furnish a uniform allowance of \$500 per employee per year to be paid in January.

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.

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. The Bargaining unit will also be notified in writing of written reprimands and written confirmations of oral reprimands.

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 day 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 unit representative, and the employee's department head. The immediate supervisor must give his answer within seven (7) working days of such meeting.

STEP TWO: (A) 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 Manager or his designee and the Bargaining unit representative within five (5) working days after receipt of the Step One answer.

(B) The Manager or his designee, the grievant, 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) 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 grievant and 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 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 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 provide appropriate protective apparel for its employees, as clear and present conditions may warrant.
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. 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.
8. A copy of any accident report prepared by the Employer shall be given to the employee and the Bargaining unit Representative, if requested.

9. 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 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.