

BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE

AN ORDINANCE OF THE MUNICIPALITY OF)
MONROEVILLE AUTHORIZING THE PROPER)
OFFICIALS OF MONROEVILLE TO ENTER INTO)
A COLLECTIVE BARGAINING AGREEMENT WITH)
THE PSSU, LOCAL #668, SEIU (REPRESENTING)
THE MUNICIPAL CLERICAL WORKERS (MCW))

ORDINANCE NO. 2245

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 Municipal Clerical Workers (MCW), said Agreement to be effective January 1, 2002.

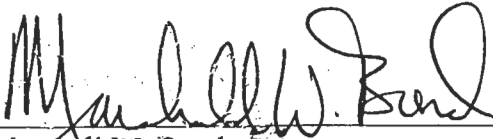
SECTION 2. A copy of the Agreement is attached hereto, made a part hereof and marked "Exhibit A."

ORDAINED AND ENACTED this 14th day of January, 2003.

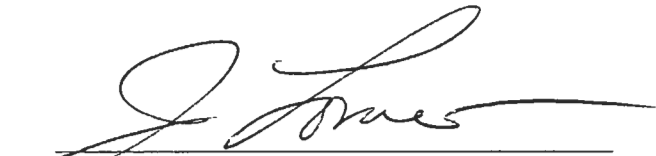
(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager



James Lomeo
Mayor

"EXHIBIT A"

A COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE MUNICIPALITY OF MONROEVILLE

AND

**PSSU LOCAL #668, SEIU AFL-CIO, CLC
(REPRESENTING THE MUNICIPAL CLERICAL WORKERS (MCW))**

COVERING THE YEARS

JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

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AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of January, 2003, by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Employer", and the PSSU Local #668, SEIU AFL-CIO, CLC, located at One Smithfield Street, Pittsburgh, PA 15221, hereinafter designated as the "Union". This Agreement is retroactive to January 1, 2002.

WITNESSTH:

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 advertising 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:

1. RECOGNITION

1.1. The Employer recognizes the Union 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)

1.2. 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.

1.3. A part-time employee is defined as any employee hired to perform work of a part-time nature and whose period of employment shall not exceed 32 hours per week excluding training sessions/classes and emergencies. **Part-time employees will be entitled to a percentage wage increase as provided other full-time employees for subsequent years under the agreement.** Additionally, part-time employees will be entitled to four holidays per year as follows: Christmas, Good Friday, Fourth of July, and Thanksgiving. Part-time employees will have no other benefits under the term of this agreement.

2. MANAGEMENT RIGHTS

2.1 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. It's 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.

2.2 The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.

2.3. There shall be no individual agreements between employees and the Employer.

2.4. 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.

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:

3.1. The Employer and the Union 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 against qualified individuals 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.

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

3.3. Union activities shall not interfere with the normal operation of the Employer's services. The Union's President 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. Two (2) secretaries 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 to receive the hours per week schedule reduction. The scheduling of said hours shall be at the discretion of the Manager.

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 to 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.

3.4. Supervisory personnel not belonging to the Union will be permitted to perform Union work provided such work is not created to result in lay off or lost time for Union members.

3.5. 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 Union shall have the right to appeal the matter through the grievance procedure of this Agreement.

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

3.7. 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.

3.8. When a job is created or vacated, such job shall be posted for a period of five (5) working days. 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 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 Personnel Director within five (5) working days of the posting. Vacancies shall be filled within ten (10) days from among qualified employees.

Promotion selection for positions covered by this agreement shall be graded with the following weighted criteria: (1) demonstrated proficiency (pass/fail test or qualification rating)-40%, (1) union seniority-40% and (3) attendance (avg. over last three years effective with signing of contract-unexcused sick leave only)-20%.

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

3.10. Payment of wages to the members of the Union shall be biweekly in accordance with present practice. The pay stubs must be so issued that the employee may retain said stub for his

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3.10. Payment of wages to the members of the Union shall be biweekly in accordance with present practice. 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.

3.11. 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.

4. HOURS OF WORK AND OVERTIME

4.1. The Municipality guarantees forty (40) hours of work per week. The normal workweek shall consist of five (5) consecutive days during the week from Monday through Friday, inclusive. The normal workweek shall not be unilaterally changed.

The normal workday is eight (8) consecutive hours exclusive of 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.

4.2. The normal work shift shall be 8:00 a.m. to 4:30 p.m. for MCW. Additionally, Union members reserve the right to participate in a "flexible time program" as may be offered by the employer.

4.3. 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 Union members by job classification within the Union. The Municipality shall give preference to full-time employees as opposed to special or part-time employees regarding all work details, schedules and overtime. The Union shall be permitted to verify from records of the Employer compliance with the provisions of the 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 (2) times the number of hours worked.

4.4. 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.

4.5. 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.

4.6. 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 pay period 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.

5. SENIORITY

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

5.2. 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 amended through the date of execution of this agreement.

5.3. 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 and shall 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. Upon successful completion of the probationary period, all benefits received by members of the Union are to be equally bestowed upon the successful probationary employee.

5.4. 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.

5.5. Municipal seniority defined: the period of time from the date of hire as a ~~full-time~~ employee an individual is continuously employed by the Municipality of Monroeville.

5.6. An employee's municipal or Union 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 just *cause*;
- c. fails to return on time following the end of a leave of absence or short term disability;
- 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. if the leave of absence or illness lasts for more than one (1) year, wherein the employee misses 12 consecutive months without pay, for whatever reason.

6. **COMPENSATION**

- 6.1. The basic rate of compensation shall be the straight time hourly wage.
- 6.2. Positions of employees covered by this 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.
- 6.3. The schedule of compensation for each position as shown in Appendix A 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, 2002 (**retroactive**);
 - b. The second year rate shall become effective at 12:01 a.m. on January 1, 2003.
 - c. The third year rate shall become effective at 12:01 a.m. on January 1, 2004.
 - d. The fourth year rate shall become effective at 12:01 a.m. on January 1, 2005.

The entire term of this contract period expires as of Midnight, December 31, 2005.

- 6.4. 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 \$65.00 per year of service.
- 6.5. Any person hired as an employee who has never been employed **in a part-time or full-time position with the Municipality of Monroeville 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

7. **HOLIDAYS**

7.1. 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. General Election Day
- h. Thanksgiving Day
- i. Day after Thanksgiving
- j. Christmas Day.

7.2. 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 workday prior to and following the holiday. Vacation shall be considered a work day. Approved sick leave shall also be considered a workday. If there is suspicion of sick leave abuse, a physician's statement may be required.

7.3. Each employee shall receive **four (4) personal days at the employee's straight time hourly rate of pay. Effective 1/1/04 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. Supervisors may waive this requirement if an emergency situation arises. If an employee is called out to work on his personal day, he shall be paid at the rate of one and one-half (1-1/2) time 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.

Personal days for newly hired employees completing their probationary period shall be pro-rated in the following manner: Employees completing their probationary period between January 1st and June 30th shall receive five (5) personal days. Employees completing their probationary period between July 1st and December 31st shall receive two and one-half (2 1/2) personal days.

VACATION

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

8.2. (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) 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

(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) years 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 by his straight time hourly rate of pay.

8.3. Except in cases of layoff or termination, 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.

8.4. 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.

8.5. Vacations may be scheduled throughout the calendar year. Preference on vacation selection will be given to employees with the longest continuous service in the Union. Vacation request 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.

8.6. 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.

8.7. 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.

9. SICK/INJURY LEAVE PLAN

9.1. 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 for absence due to illness or injury of a non-occupational nature and for 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 bonafide illness or injury. At the option of the employee at the end of each calendar year, the Municipality will buy back each unused sick day at \$100 per day, not to exceed a total of \$1,000 beginning in 2003 or the employee may accrue up to 20 sick days for emergency purposes. The Municipality will provide an initial (5) five days. Once twenty (20) days are accumulated, the initial five (5) days will be returned to the Municipality. In the case of retirement, all unused days will be paid at a rate of \$100.00 each.

Sick time for newly hired employees shall be pro-rated in the following manner: Employees completing their probationary period between January 1st and June 30th shall receive ten (10) petty sick days and employees completing their probationary period between July 1st and December 31st shall receive five (5) petty sick days. Newly hired employees shall also receive five (5) sick days in their bank upon completion of the employee's probationary period.

9.2. 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.

9.3. 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. The employer shall, within each calendar year, provide up to a maximum of twenty six (26) weeks of short term disability pay at 100% 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 Union 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.

9.4. The Municipality may, if it desires, self-insure or purchase the short-term disability benefit herein described. The disabled employee shall cooperate fully with the medical and insurance personnel.

9.5. 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 Manger, 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.

10. OTHER LEAVES OF ABSENCE

10.1. *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.

10.2. *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.

10.3. *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.

10.4. *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.

10.5. *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.

10.6. *Fire Suppression Leave.* Employees who are active volunteer firefighters shall receive their regular wages if called to respond to a fire call during regularly scheduled work hours.

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

10.8. *Family/Medical Leave Act.* Family/Medical Leave shall be granted in accordance with Section 3.15 of the Employee Handbook.

11. INSURANCE AND OTHER BENEFITS

11.1. *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 fifteen (15) 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.

11.2. *Health Care.* It is the intent of the employer to provide Healthcare coverage and other health related coverage to the employee and family. 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 any applicable co-pays, which will be chosen. Said coverage is as follows:

- a. Hospitalization
- b. Basic Eye Care
- c. High Option Dental
- d. **Basic Prescription Drug-Incentive Formulary (3 tier co-pay \$5, \$15, \$30)**

11.3. **Any healthcare rebate shall be paid based upon 50% of the Employer's portion of healthcare calculation retroactive to 2002.**

11.4. Furthermore, hospitalization coverage only shall be afforded to those bargaining union members retiring after twenty-five (25) years of service, or ten (10) years of service and attaining age 62.

11.5. *Pension Plan.* The Employer agrees to maintain the existing Monroeville Employee 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.

11.6. *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.

12. REMOVAL, DEMOTION AND SUSPENSION

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

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

12.3. 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.

12.4. 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. The Union will also be notified in writing of written reprimands and written confirmations of oral reprimands.

13. NO STRIKE-NO LOCKOUT

13.1. 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 nonworking time where such activity does not interfere with the operations of the Employer.

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

14. GRIEVANCE PROCEDURE

14.1. All disputes between the Employer and the Union 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 Union 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 Union representative within five (5) working days after receipt of the Step One answer.

B. Within ten (10) work days of receipt of the grievance, the Manager or his designee, 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 Manager or his designee within five (5) working days after such meeting.

STEP THREE:

In the Event no agreement is reached at Step Two, 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 Two 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.

15. **SAFETY AND HEALTH**

15.1. The Employer and the employees shall cooperate to eliminate unsafe working conditions and areas.

15.2. 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 Employer.

15.3. The safety standards and rules contained herein are minimum standards and 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.

15.4. The Employer shall provide appropriate protective apparel for its employees, as clear and present conditions may warrant.

15.5. The Employer may assess a fair charge within reasonable limits to employees for loss or destruction of any items.

15.6. The Employer may grant to all employees sufficient time to clean up at lunchtime and sufficient time to clean up at quitting time.

15.7. 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.

15.8. A copy of any accident report prepared by the Employer shall be given to the employee and the Union Representative, if requested.

15.9. 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 his designated representative, which meeting shall take place not less than five (5) days from any written request.

15.10. 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 adopted April 12, 1994.

15.11. All employees shall be subject to drug/alcohol random testing. Such testing shall be in accordance with guidelines as established by the Municipality.

16. PAYROLL DEDUCTIONS

16.1. Effective the date of this agreement, the Employer, upon presentation of appropriate authorizations executed by individual employee Union members, will deduct membership dues from the pay of Union 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 Union. The amount to be deducted shall be certified to the Employer by the Union and deductions from all employees shall be remitted together with an itemized statement to the Union by the fifteenth (15) day of the succeeding month, after such deductions are made.

16.2 Agency Fee-

- (1) 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.
- (2) The Employer and the Union agree to comply with all provisions of said law.
- (3) The Union agrees to extend to all non-members the opportunity to join the Union.
- (4) 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 any obligation of the Union to provide a defense under this Section shall cease.
- (5) 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.
- (6) The Employer agrees to deduct a fair share fee bi-weekly from all employees in the Bargaining Unit who are not members of the Union.
- (7) 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.

16.2 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 PSSU, Local 668, SEIU COPE. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the PSSU, Local 668, SEIU COPE are not conditions of membership in the Union or of employment with the Employer and that SEIU 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 PSSU, Local 668, SEIU COPE which includes the aggregate deductions of all employees authorizing check-off political contribution, 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.

16.3. The Union 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.

17. SCOPE, COMPLIANCE AND SEVERABILITY

17.1. This Agreement spells out the total Agreement between the parties including wages and all fringes benefits, and there shall be no other additions or charges during the term of the contract, except as provided below.

17.2. 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.

17.3. In the event that any article or section is held invalid or enforcement of 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.

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.

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

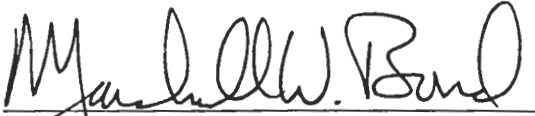
Should the parties negotiate a mutually accepted amendment to this Agreement, it shall be reduced to writing and shall be executed by both parties.

18. **DURATION AND TERMINATION**

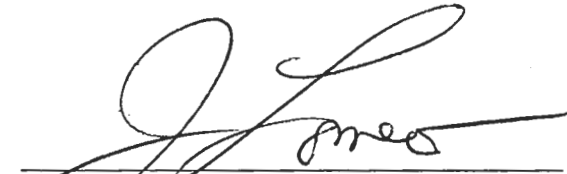
This Agreement shall become effective January 1, 2002 and shall remain in effect up to and including midnight, December 31, 2005, and shall remain in effect from year to year thereafter as described per conditions of Article VI. Either party, upon proper notice, may terminate this Agreement in accordance with the provisions of Pennsylvania Act 195 of 1970.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager

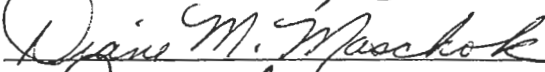


James Lomeo
Mayor

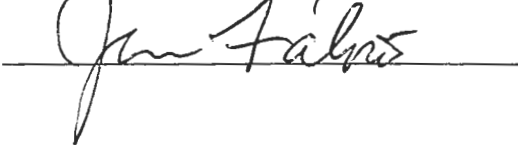
WITNESS:



PSSU #668, SEIU Bargaining Unit Representative



PSSU #668, SEIU Bargaining Unit Representative



PSSU #668, SEIU Bargaining Unit Representative

APPENDIX A

JOB CLASSIFICATION

<u>TITLE</u>	<u>Dept</u>	<u>2001</u>	<u>3.00%</u> <u>2002</u>	<u>3.00%</u> <u>2003</u>	<u>3.00%</u> <u>2004</u>	<u>3.25%</u> <u>2005</u>
Police Records Clerk I	2135	\$ 13.78	\$ 14.19	\$ 14.62	\$ 15.06	\$ 15.55
Police Scheduling Clerk I	2135	\$ 13.78	\$ 14.19	\$ 14.62	\$ 15.06	\$ 15.55
Sr. Citizen's Clerk I	7100			\$ 14.62	\$ 15.06	\$ 15.55
Police Vehicle Maint Clerk II	2135	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
TV-15 Production Assistant	9801	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
Data Systems Operator	1530	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
Police Records Clerk II	2135	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
General Clerk II-Purchasing	1500	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
General Clerk II-Receptionist/Switchboard	1500	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
Earned Income Tax Clerk II	1300	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
Earned Income Tax Clerk II	1300	\$ 16.05	\$ 16.53	\$ 17.03	\$ 17.54	\$ 18.11
Building/Engineering Secretary	2300	\$ 16.51	\$ 17.01	\$ 17.52	\$ 18.05	\$ 18.64
Finance/Personnel Secretary	1500	\$ 16.51	\$ 17.01	\$ 17.52	\$ 18.05	\$ 18.64
Parks and Recreation Secretary	4500	\$ 16.51	\$ 17.01	\$ 17.52	\$ 18.05	\$ 18.64
*Planning Secretary	5100	\$ 16.51	\$ 17.01	\$ 17.52	\$ 18.05	\$ 18.64
Police Secretary	2105	\$ 16.51	\$ 17.01	\$ 17.52	\$ 18.05	\$ 18.64
Accounts Payable Clerk	1500	\$ 17.32	\$ 17.84	\$ 18.38	\$ 18.93	\$ 19.55
Payroll/Benefits Clerk	1500	\$ 17.93	\$ 18.47	\$ 19.02	\$ 19.59	\$ 20.23

* Present employee in this position i.e. Dara Brown is "red circled" and will be paid the following rate: 2002-\$17.84, 2003-\$18.38, 2004-\$18.93 and 2005-\$19.55.

JOB CLASSIFICATIONS FOR PART-TIME EMPLOYEES

<u>TITLE</u>		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Part-Time Tax Office Clerk*	1300	\$9.62	\$ 9.91	\$ 10.21	\$ 10.52	\$ 10.86
Part-Time Clerk	1500	\$9.40	\$ 9.68	\$ 9.97	\$ 10.27	\$ 10.60
Part-Time Earned Income Tax Clerk	1300	\$9.62	\$ 9.91	\$ 10.21	\$ 10.52	\$ 10.86

*Present employee in this position i.e. Janet Weisberg is "red circled" and will be paid the following rate: 2002-\$13.58, 2003-\$13.99, 2004-\$14.41 and 2005-\$14.88.