

NORTH VERSAILLES TOWNSHIP UNION AGREEMENT

THIS AGREEMENT, entered into this 29th day of December, 201⁵ between the **TOWNSHIP OF NORTH VERSAILLES**, hereinafter referred to as the ‘EMPLOYER’,

and

the **SYSTEM LOCAL 537**, UWUA, AFL-CIO, NORTH VERSAILLES TOWNSHIP ROAD DEPARTMENT, hereinafter called the ‘UNION’.

WITNESSETH:

The parties hereto in consideration of their mutual promises and agreement as herein set forth and with due regard to their mutual interests and desires to stabilize employment, attain mutual understanding, harmony and cooperation amongst employees and between union and employer, and to promote efficiency and service, agree as follows:

ARTICLE I

UNION RECOGNITION:

1. The employer recognizes the union as the sole collective bargaining agency for employees in connection with all matters relating to pay, hours of work and working conditions covered by this agreement.
2. The term employee as used in this agreement refers only to those employees for whom the union is recognized as an established bargaining agent.

ARTICLE II

UNION DUES DEDUCTION:

1. During the term of this agreement, the employer will check off monthly dues from all employees who furnish it a “dues checkoff authorization release card” from the first pay each month of said employee.

2. All money deducted under the provisions of this Article shall be paid to the order of the "SYSTEM SECRETARY-TREASURER OF LOCAL 537" and remitted to him by the employer.

It is agreed that the dues are presently 2 HOURS PAY PLUS \$5.00 per month and that any change in said dues will be communicated to the employer.

ARTICLE III

HOURS OF WORK:

1. Eight (8) hours shall constitute a day's work. The working day shall begin at 7:00 A.M. and end at 3:30 P.M. with one-half hour (1/2) hour, namely, 12:00 to 12:30 P.M. allowed for lunch. Ten minute morning break shall be taken on the job at 9:00 am without returning to the municipal building.
2. A work week for all employees shall consist of five (5) consecutive days starting at 7 AM on Monday morning.
3. Time and one-half shall be paid for all work performed: (a) any work performed before 7 AM; (b) after 3:30 PM; (c) any work performed on Saturday or Sunday.
4. Two and one-half (2 ½) hours shall be paid for each hour of work performed on the holidays enumerated in Article IV below.
5. Compensation for overtime work shall be paid for in money or by an equal amount of paid free time hereinafter referred to as compensatory time. A maximum of 100 hours of compensatory time may be carried over at the end of year. Any time/hours in excess of 100 unused at the end of the year shall be forfeited. Employee has no notice requirement for scheduling and use of compensatory time but it must be approved by the supervisor/working foreman in his sole discretion. Compensatory time can only be used in half day or full day increments.
6. Any person hired after December 31, 2015 shall not receive nor be entitled to take any compensatory time.

ARTICLE IV

1.) HOLIDAYS:

The employer agrees to recognize the following holidays with pay:

<i>NEW YEAR'S DAY</i>	<i>MARTIN LUTHER KING'S BIRTHDAY</i>
<i>PRESIDENT'S DAY</i>	<i>GOOD FRIDAY</i>
<i>MEMORIAL DAY</i>	<i>FOURTH OF JULY</i>
<i>LABOR DAY</i>	<i>VETERAN'S DAY</i>
<i>THANKSGIVING DAY</i>	<i>CHRISTMAS DAY</i>

When a holiday falls on a Saturday, Friday shall be considered the legal holiday; when a holiday falls on Sunday, Monday shall be considered the legal holiday.

2.) ***PERSONAL DAYS:***

<i>0-5 YEARS OF SERVICE</i>	<i>3 PERSONAL DAYS</i>
<i>5+ YEARS OF SERVICE</i>	<i>4 PERSONAL DAYS</i>

ONE (1) ADDITIONAL PERSONAL DAY TO BE TAKEN THE DAY AFTER THANKSGIVING

New hires will receive three personal days (as described above) per year only if hired prior to July 1 of that year. If hired after July 1, only two days will be available.

Personal days will be paid at employee's regular rate, and can only be used in half day or full day increments.

ARTICLE V

3.) VACATIONS:

Employees will receive vacation with pay in accordance with the following schedule subject approval by the Road Superintendent of the time of taking vacation:

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Floating Vacation</u>
1 year	1 week	0
2 through 5 years	2 weeks	1 week
6 through 14 years	3 weeks	2 weeks
15 years through 21 years	4 weeks	3 weeks
After 21 years	4 weeks and 1 day	3 weeks
After 22 years	4 weeks and 2 days	3 weeks

After 23 years	4 weeks and 3 days	3 weeks
After 24 years	4 weeks and 4 days	3 weeks
After 25 years	4 weeks and 5 days	3 weeks

All vacations, excluding floating days, must be scheduled in writing by March 15 each year. Vacation requests must be submitted to the Road Superintendent. Until March 15 of each year, vacations will be scheduled based on seniority. However, any employee that does not pick his vacation by March 15, can only then pick his vacation during an open week. An open week is defined to mean that no two employees will be on vacation for the same week who are in the same job classification. The employees, among themselves, reserve the right to exchange vacation dates or periods with one another within the same job classification, upon sufficient advance notice to the employer.

Barring a valid emergency, employees are to provide the Township with a minimum of 24 hours notice when utilizing a floating vacation day. Floating vacation days may not be used in conjunction with or adjacent to a sick day, and can only be used in half day or full day increments.

ARTICLE VI

WORKING CONDITIONS:

1. Every employee must obey and follow reasonable orders with respect to performance of his work when directed by his superiors to do so.
2. New hires will be under a 120 day probation period from their start date.
3. No employee is permitted to be under the influence of drugs or alcohol during working hours. Any employee found in said condition may be subject to dismissal. Every employee having a CDL license shall continue to be subject to Township Ordinance No. 943 Drug and Alcohol Policy. Every employee not having a CDL license must submit to drug and alcohol testing upon reasonable suspicion.
4. No employee shall perform or discharge his employment services by not reporting for work, and being absent therefrom, as to constitute chronic absenteeism. Chronic absenteeism shall be disciplined by:
 - a. verbal warning (documented)

- b. letter of warning and placed in employee's record
- c. suspension of three (3) days
- d. termination

Any infraction of the rules and regulations of this contract, unless addressed elsewhere specifically in this contract, shall be subject to the following disciplinary action:

- a. verbal warning (documented)
- b. letter of warning and placed in employees record
- c. suspension of three (3) days
- d. termination

BEREAVEMENT TIME-OFF:

Each employee shall be allowed three (3) days off work, with pay, on the death of any of the following relatives, designated as members of the immediate family of the employee but in no case shall the excused days extend longer than one day after the funeral:

SPOUSE (WIFE OR HUSBAND)

FATHER

MOTHER

CHILDREN (NATURAL BORN OR LEGALLY ADOPTED)

STEP-CHILDREN

FOSTER CHILDREN

MOTHER-IN-LAW

FATHER-IN-LAW

GRANDMOTHER

GRANDFATHER

SISTER

BROTHER

Bereavement days are forfeited if not used. No employee shall be entitled to collect a bereavement benefit for a day worked.

5. The Township shall determine the numbers of employees in each truck.

6. No employee shall maliciously or wantonly destroy Township property, or remove or dispose of Township Property, directly or indirectly; nor shall he commit any unlawful offense toward his fellow employees; or indulge in any disorderly conduct while under employment, for any such offense such as they, he may be subject to dismissal.
7. The employee shall commence his daily employment at the Township Municipal Building and report to the Road Superintendent or other persons in charge under him.
8. The employee shall mark time-cards accurately, allowing a five (5) minute grace period before the commencement of work and ending of work daily. Employees may clock in up to 7:05 a.m. without being docked pay and will not be considered late. Employees cannot clock in before 6:55 a.m. for a 7:00 a.m. shift and shall not perform work prior to 7:00 a.m. unless directed to do so by the supervisor/working foreman. Employees clocking out after 3:30 p.m. to 3:35 p.m. will not be entitled to compensation for overtime pay for this 5 minute grace period. Any act willfully tending to give incorrect time of employment other than for time actually worked shall be grounds for dismissal. Each employee must sign his time card. Three times late in a month will constitute disciplinary action to commence.
9. The pay period shall consist of a two (2) week period, 26 pays per year. The payment of salary or wages for said first two (2) week period shall be made on Wednesday, and regularly thereafter on every other, or every second, Wednesday during continuance of employment.
10. Every employee shall be paid according to the salary of his particular job classification. The Road Superintendent, or anyone duly authorized acting in his place, shall, being governed by seniority, make the assignment of the employee to the job classification that he is fit, able, and qualified to perform.

When an employee advances to another job classification, he will perform the duties of that classification for a probationary period of thirty (30) days at his current salary, with the exception of "Equipment Operator" for which the probationary period will be six (6) months. At the end of the above mentioned probationary periods, and upon approval by the Board of

Commissioners, he will be paid the current wage for the job classification to which he has advanced.

If a union employee is promoted to a management position and does not satisfactorily perform those duties, that employee cannot return to the union bargaining unit.

11. Any employee shall be entitled to compensatory time when called to perform the same by the Road Superintendent at the Municipal Building and fill the proper card showing the time of commencement of employment for compensatory time. A minimum pay of three (3) hours of overtime is guaranteed to employees reporting for duty on emergency call not within the eight (8) hour working period of such employee.
12. Whenever, in the judgment of the Board of Commissioners of the Township, any work should be done under an independent contract with the Township, and not by Township employees, the rules, regulations, and provisions of this Agreement shall not apply to such work and shall be deemed in no way to affect the rights of the employees of the Township. Work performed by independent contractors shall not cause layoffs within the Road Department.
13. Rain gear for the collection of recyclables will be provided by the Township. Each employee is entitled to a \$300 annual clothing allowance paid by employer.
14. All equipment operators shall have and maintain a valid Class B CDL with a tanker endorsement. Employer will reimburse the equipment operator employee for the cost to obtain/renew this license following successful completion and presentation of a proper receipt. The working foreman has the option to obtain and maintain this same license and is also eligible for reimbursement. An equipment operator or working foreman will be paid an additional \$.50 per hour when operating equipment requiring a Class B CDL with a tanker endorsement.

ARTICLE VII

GRIEVANCE PROCEDURE:

Policy: It is the policy of the Employer and Union to encourage a harmonious and cooperative relationship and to resolve employee grievances in accordance with fair and orderly procedures.

Section A: A grievance must be filed within 10 calendar days of the alleged incident. The grievance procedure shall be as follows:

Step 1: Department Head – An employee with a grievance shall discuss it with the Department Head, with or without a Union Official, who shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within 10 calendar days of its presentation. The Department Head shall report his/her decision in writing to the employee and the Union.

Step 2: Township Board or Designee – If the Union is not satisfied with the disposition of the grievance after receiving a decision from the Department Head in Step 1, they may submit a written appeal to the Township Board or its Designee. The written appeal must be submitted within 10 calendar days after the Union has received the Step 1 response. The Board or its Designee shall within 10 calendar days after receiving the appeal, meet with the Union in an attempt to resolve the grievance and shall give the Union a written decision within 10 calendar days following the meeting.

Step 3: Arbitration – If the Union disagrees with the Township response in Step 2, the Union's request to arbitrate the grievance shall be made within 30 days following the receipt of the Township's Step 2 response. If the grievance is referred to arbitration, the party requesting arbitration shall request a panel of seven (7) arbitrators from the Pennsylvania Department of Labor & Industry, Bureau of Mediation. Upon receipt of a panel of arbitrators, the parties shall agree on one (1) arbitrator from the list by alternately striking names from that list until one (1) arbitrator remains. For the first arbitration, the Union will strike first. Thereafter, the parties will alternate who makes

the first strike. Nothing contained herein shall be construed to forbid the parties from mutually agreeing to the selection of an arbitrator. The arbitrator's decision shall be final and binding upon both parties. The arbitrator shall have the authority to decide if the grievance is arbitrable or the ability to arbitrate. The arbitrator shall have no authority to add to, subtract from, alter or modify the terms of this Agreement and the decision will not be contrary or inconsistent with applicable law. The expense of the arbitrator and any other cost of the arbitration shall be shared equally. The respective parties shall pay legal fees and other expenses needed to present their case. The arbitration shall be held at a mutually agreeable location.

Section B: The arbitrator shall be requested to issue a decision within 30 days after the conclusion of the arbitration hearing.

Section C: The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the parties, be considered to the highest degree binding. In the event a response to the grievance is not timely provided, the grievance may be appealed to the next step.

Section D: A grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to that grievance or any future grievance.

Section E: Copies of all correspondence shall be sent to the designee of the Union and a copy to the grievant.

Section F: The Township shall pay employees required to participate in the grievance procedure (i.e. steward, grievant) if any meetings are held during normal work hours.

ARTICLE VIII

SENIORITY:

All matters pertaining to seniority shall be adjudicated by the Road Superintendent, or his authorized representative, and the steward, or his authorized representative.

ARTICLE IX

SICK LEAVE:

Each employee shall be entitled to twelve (12) days sick leave per year, to the exclusion of any days or period of time during which workman’s compensation is being paid to and received by any employee. New hires sick days are to be credited one per month from the first of the month after start date but not available until completion of probation period. Example: hired on May 15—sick days for that year would be seven (7) not to be available until after September 15. Sick days can only be used in half day or full day increments. Before any employee shall be entitled to any sick leave in excess of two (2) consecutive days, he shall produce to the Road Superintendent a certificate signed by a qualified member of the medical profession certifying that the employee was treated or confined to his home due to ill health for the day or days involved. Each employee’s sick leave shall be cumulative up to a maximum of forty-five (45) days. Fifty (50) days prior to retirement said sick days may be used or they may be purchased by the Township at full value.

In addition, each employee shall be entitled to a maximum sick/disability benefits to age sixty-five (65) at an amount of \$375.00 per week but which benefit is not to exceed \$1,500.00 per month, which benefits shall commence after fifteen (15) days of consecutive sick leave absence in accordance with the provisions of current insurance.

ARTICLE X

The following hourly pay rates are applicable for full time employees as per Article III:

TITLE	2015	2016	2017		
WORKING FOREMAN					
MECHANIC	23.45	24.15	24.87		
EQUIPMENT OPERATOR	22.74	23.42	24.12		

TRUCK DRIVER	22.04	22.70	23.38		
SKILLED LABORER	22.04	22.70	23.38		
LABORER	21.63	22.28	22.95		
PROBATION	19.08	19.65	20.24		

The rate increase, as listed above, is a guaranteed hourly rate for the three (3) years stated.

“WORKING FOREMAN”

- Duties:
1. In the absence of a Road Superintendent maintain a weekly work schedule.
 2. In the absence of a Road Superintendent maintain a daily log of activities.
 3. In the absence of a Road Superintendent maintain a schedule with the help of the mechanic.
 4. Maintain a safe working environment.
 5. Have a valid Pennsylvania driver’s license.
 6. The Working Foreman will not have the right to hire, fire or discipline.

The Working Foreman shall receive one dollar (\$1.00) higher than the highest paid worker in the Collective Bargaining Unit.

The Working Foreman shall report directly to the Road Superintendent and the Road Department Commissioner Chairman. He will not attend meetings or discussions regarding discipline.

Anyone that is moved to the Working Foreman position for any reason shall receive the Working Foreman rate of pay.

“MECHANIC” shall have the duty of repairing and maintaining any and all the employer’s equipment, automobiles, trucks, mechanical or automotive devices owned and operated by the employer, in the conduct of its municipal functions.

“EQUIPMENT OPERATOR” shall include the following:

1. Loader
2. Paver
3. Backhoe
4. Vactor
5. Street Sweeper
6. Bobcat
7. Brushhog
8. Roller

“**TRUCK DRIVER**” shall include any vehicle on rubber tires with the exception of the backhoe, including dump trucks and pick-up trucks.

All Truck Drivers must have a Commercial Drivers License (CDL). Bidders into the Truck Driver classification will have one year to obtain a CDL. The Township will pay for all training, retraining, testing for the difference between a CDL and a regular driver’s license. If an employee does not obtain the CDL within the one year he/she must reimburse the Township for the cost of training, retraining and testing.

“**SKILLED LABORER**” shall include the following:

1. Installation of storm sewer system
2. Brick laying personnel
3. Carpentry personnel
4. Grade layout personnel
5. Personnel engaged in the cleaning of storm sewers
6. Operate rubber tire vehicles under 26,000 pound weight limit, including pick-up trucks and light dump trucks, when a truck driver is unavailable.

“**LABORER**” shall include any manual work required by an individual to perform his job as directed by the Township Commissioners.

In the event a machine or piece of equipment shall be introduced during this contract term which does not appear herein, the employer and the union shall bargain as to the proper classification of that machine or piece of equipment.

In cases of emergency, personnel in one classification may perform work of another classification, but will continue in his assigned salary classification

In the event an employee is moved into a classification with a higher rate of pay, they shall receive the higher rate of pay.

ARTICLE XI

MEDICAL PROTECTION PLAN:

The following individual and family hospitalization and dental and eye coverage shall be provided to all full-time employees:

- A. UPMC HSA 1250/100, or equivalent.
- B. Guardian Dental Plan with the Township paying 100% of the Premium.
- C. Highmark Opti-Choice Vision Plan with the Township paying 100% of the premium.
- D. Every employee is obligated to pay 5% of his health insurance monthly premium up to a maximum contribution of \$60 per month per employee. Employer will provide a debit card to be used solely for medical expenses as follows: \$2,600 for a family plan; \$1,300 for a single plan.

The employer agrees to pay the full cost of hospitalization, upon normal retirement at age 60, for retirees until reaching age 65. Said coverage will be the same as that provided to active employees with the same contribution requirement. Any person hired after January 1, 2016 will be entitled only to single coverage (excluding spouse) after retirement from age 60-65.

The union agrees to fill out all necessary documents that would enable the Township to seek alternative comparable health insurance. Any switch in healthcare will be by mutual agreement.

MEDICAL ALLOWANCE

Each employee who elects to be covered under his or her spouse's health coverage shall receive a Medical Allowance payable when Longevity is paid as follows:

- a. Single Insured: \$3,000 per year
- b. Couple Insured: \$3,000 per year
- c. Family Insured: \$4,000 per year

However, the employee who elects to do this must show proper evidence that they have such coverage before they are entitled to this medical allowance. In the event the employee elects to go back to the Township plan, they must notify the Township immediately, in order to pick up coverage offered by the Township the following month.

ARTICLE XII

LIFE INSURANCE

Each employee shall receive life insurance coverage under a group life plan for death benefits in the amount of \$20,000.00 with a reliable life insurance company, premiums for which shall be paid by the employer, during the term of employment; then, upon retirement at age 60, life insurance death benefits in the amount of \$10,000.00.

ARTICLE XIII

PENSION PLAN

- A. Employer agrees to an improved pension plan under the Pennsylvania Municipal Retirement Fund Act, Article IV, Employees are to receive an annual benefit of one and seventy five-hundredths (1.75%) percent for each year of credited service with a cost of living increment. Effective January 1, 1994, the highest three (3) years of salary will be used to calculate the final average salary. All employees shall contribute four and five-tenths (4.5%) percent to said plan. There will be a 120 day probation period before entrance to pension plan.

- B. Employer agrees to meet and discuss the establishment of a 457 Plan if requested by Union.

ARTICLE XIV

LONGEVITY SERVICE BENEFITS

Each employee shall be paid the sum of \$150.00 after completing five (5) full years of continuous service with the employer. For each fully completed additional year of service after the aforementioned first five (5) years, each employee shall be paid the sum of \$60.00 annually. Annual payments shall continue until he attains the total maximum of payments in the amount of \$1,000.00 for longevity service benefits. No benefits for longevity service shall accrue, or be due or payable thereafter.

ARTICLE XV

TERM OF THE AGREEMENT

This agreement shall become effective as of the date approved and executed by the parties, and shall remain in full force and effect covering the three (3) calendar year period 2015 through 2017. During said three (3) year period the following wage provisions shall be in effect:

- A. In 2015 the union employees shall receive a 4% increase in wages.
- B. In 2016 the union employees shall receive a 3% increase in wages.
- C. In 2017 the union employees shall receive a 3% increase in wages.

All wages, payments, contributions and benefits agreed to in this contact will be retroactive to July 1, 2015. The clothing allowance for 2015 will be prorated to an additional \$50.00 because \$200.00 allowance was provided.

IN WITNESS WHEREOF, the parties hereto having been properly authorized to do so, and intending to be legally bound by the terms hereof, by their duly authorized officers and agents, affix their hands and seals the day and year first above written:

ATTEST:


TOWNSHIP OF NORTH VERSAILLES


Patricia Logo,
Township Manager

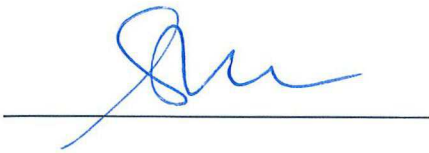
By: 
George S. Thompson, President
Board of Commissioners


ATTEST:

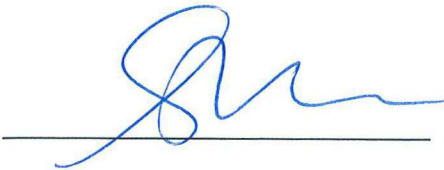
SYSTEM LOCAL 537,
UWUA, AFL-CIO
NORTH VERSAILLES TOWNSHIP ROAD
DEPARTMENT

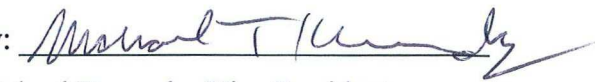


By: 
Jeffrey Zamosky, Local President



By: 
Kevin Booth, System President



By: 
Michael Kennedy, Vice President