COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF TARENTUM, ALLEGHENY COUNTY, PENNSYLVANIA

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO, LOCAL 238

JANUARY 1, 2010 THROUGH DECEMBER 31, 2013

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ARTICLE 1
AGREEMENT

Section 1.1. This Agreement, hereby entered into by the Borough of Tarentum, Allegheny County, Pennsylvania hereinafter referred to as the "Employer" or the "Borough" and the American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local Union #238, hereinafter referred to as the "Union" has as its purpose, the establishment of a written contract outlining the wages, hours and other terms and conditions of employment in compliance with Act 195 of the laws of the Commonwealth of Pennsylvania.

Section 1.2. This Agreement shall contain and constitute the full and complete understandings and agreements between the parties. This agreement supersedes all previous written and oral contracts. All existing economic benefits not covered by this Agreement shall remain the same.

ARTICLE 2
SEVERABILITY

Section 2.1 Any and all terms and conditions of this Agreement are subject to all applicable federal laws, laws of the Commonwealth of Pennsylvania, or any judicial decision interpreting such laws. In the event any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid or in conflict with any applicable law, that provision shall have no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2.2. In the event a provision of this Agreement is found to be invalid the Employer and the Union shall meet and attempt to negotiate an alternative provision, and the subject matter in question, which is not contrary to law.

ARTICLE 3
RECOGNITION AND SCOPE

Section 3.1. The Employer recognized the Union as the sole and exclusive bargaining representative for all employees included in the bargaining unit as defined herein. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in a regular full-time, non-probationary status in any of the following classifications:

Class A

1. Office and Clerical Personnel
2. Street Dept
3. Water Plant Operator

Class B

1. Chief Water Plant Coordinator
2. Water Distribution Coordinator

Class C

1. Code Enforcement Officer

Section 3.2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

Section 3.3. The term "Employee" wherever used in this agreement, shall be deemed to include only those persons employed in the classifications referred to in Section 1 of this Article who are included in the bargaining unit. This Article shall be deemed to specifically exclude all management, guards, professional employees and supervisors/foremen as defined in the Public Employee Relations Act, and all elected officials.

Section 3.4. Notwithstanding the above, all casual, temporary, seasonal or other employees who work less than fifty percent (50%) of the normal work year shall be excluded from the bargaining unit.

ARTICLE 4
WAIVER IN CASE OF EMERGENCY

Section 4.1. In cases of emergency declared by the President of the United States, the governor the Commonwealth, the General Assembly, or the Mayor of the Borough of Tarentum, which create a threat to the health and safety of Borough residents, the Employer may temporarily suspend provisions of this Agreement dealing with: Callout, shift assignments, job assignments or duties, scheduling, equalization of overtime or granting of paid leaves of absence. The time limit provisions of any grievance in process shall be suspended for the duration of any such declared emergency.

Section 4.2. The Employer shall notify the designated representative of the AFSCME District Council 84 whenever a waiver is involved. Upon conclusion of the emergency, the waiver shall be withdrawn and all provisions of the Agreement shall again become effective from that point forward.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. The Union and the employees recognize the right and authority of the Employer to administer the business of the Borough and in addition to other functions and responsibilities which are required by law, the employees recognize that the Employer has and will retain the full right and responsibility to direct the operations, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

A. To manage and direct all employees of the Borough including the right to select, hire, promote, transfer, assign, evaluate, layoff, or to reprimand, suspend, discharge or otherwise discipline.

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

C. To determine the Borough's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.

D. To determine the size and composition of the work force in the Employer's organization structure, including the right to relieve employees from duty due to lack of work, lack of funds or job abolishment;

E. To determine the hours of work and work schedules required to most efficiently operate;

F. To determine when a job vacancy exists, the duties to be included in all classifications, and the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To maintain the security of personnel and financial records and other important date or information;

I. To determine the overall budget of the Borough;

J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and

K. To determine and implement necessary actions in emergency situations.

Section 5.2. The Union and the employees recognize and accept that all rights and responsibilities of the Employer, not specifically modified by this Agreement, ensuing Agreements or by other applicable statutes shall remain the exclusive function of the Employer.

Section 5.3. The employer reserves the right to sub-contract out all electrical work in the borough of Tarentum during the terms of this agreement.

ARTICLE 6
DEDUCTION OF UNION DUES

Section 6.1. Following the execution of the Agreement, the Borough agrees to deduct from the paycheck of each bargaining employee who has signed a voluntary authorization payroll deduction card; the union monthly membership dues and an annual assessment (if any).

The amounts to be deducted shall be certified to the Employer by the Union. Deductions will be made from the payrolls so that the total deductions in any month do not exceed the fixed monthly dues set by the Union.

Section 6.2. Any employee who voluntarily joins the Union during the term of this Agreement and upon execution of an authorization dues deduction card presented to the Union and Employer, shall have dues deducted commencing with the completion of the first full pay period.

Section 6.3. The Borough agrees to remit to the Union at its designated place of business, or headquarters (currently Council 13 AFSCME - 4031 Executive Park Drive, Harrisburg, PA 17111) any or all deductions made together with an itemized statement. Dues remittance to the Union shall be made no later than the 15th day of the succeeding month, after such deductions are made.

Section 6.4. Deductions shall be made only upon written authorization by the employee and after the execution and delivery to the Borough of such authorization. The payment of dues shall only be a required condition of employment for those employees who voluntarily decide to join the Union.

Section 6.5. Any employee who is a member of the Union may, at his option, withdraw membership from the Union during the last 15 days of this Agreement. Such withdraw must be made in writing, by certified mail, to the Union and the Employer. Such notification shall require surrender of the employees membership card to the Union Bargaining Agent.

Section 6.6. The Union agrees to hold harmless, indemnify and

discharge the Borough from any and all claims and damages of any kind or nature whatsoever; resulting from the deduction, collection, distribution or administration of dues deduction procedures provided for in this Article. Once dues are remitted to the Union, their disposition is the sole responsibility of the Union.

Section 6.7. The Borough reserves the right under specific circumstances to cease deduction of Union dues. Specifically the Borough may cease dues deductions for the following:

A. Resignation or termination of employee.

B. Transfer of the employee out of the bargaining unit.

C. Unpaid leaves of absence.

D. Proper, written withdraw authorizations by the employee.

Section 6.8. Upon execution of the Agreement the Union shall provide the employee and the Employer official authorization/dues deduction cards and official membership withdraw cards or a statement of official procedures of withdraw.

Section 6.9. Fair Share Deduction

The Borough agrees to deduct a regular monthly fair share fee from all employees in the bargaining unit who are not members of the Union. Authorization from non-members to deduct the fair share fee shall not be required. The amounts to be deducted shall be certified to the employer by the Union.

The aggregate deductions of all employees shall be remitted together with an itemized statement showing name, address, social security number and the amount remitted, to the union by the 15th of the month after such deductions are made.

Deductions for newly hired employees will begin in the month of which they receive their first paycheck.

Section 6.10. Union Political Action Committee

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PAL deduction, as provided for in a written authorization. Such authorization may be executed by the employee and may be removed at any time by certified letter to both the Employer and the Union.

The Employer agrees to remit any deduction made pursuant to the provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

B. The Union shall indemnify and hold the Employer harmless against any claim of any person or entity by reason of any action taken under this Article.

ARTICLE 7
SENIORITY

Section 7.1. Seniority shall be defined as an employee's length of continuous service with the Employer since the employee's most recent date of hire.

Section 7.2. Newly hired probationary employees shall have their seniority counted from their most recent date of hire only after they have successfully completed the probationary period.

Section 7.3. Seniority shall not be affected by any authorized leave of absence provided the employee complies with the terms of the leave and promptly returns to work when the leave expires. The seniority of such employee shall be computed from his original commencement of employment with the Employer.

Section 7.4. Any employee returning to work for the employer in a light duty position anywhere within the Borough shall earn seniority on a pro-rata basis.

Section 7.5. A bargaining unit or probationary employee who resigns or whose employment with the Employer is terminated for any reason, shall lose all seniority accrued. If the employee is subsequently reemployed, he shall be required to serve another probationary period and shall have his seniority counted from the date of his reemployment in accordance with this Article.

Section 7.6. After having worked 180 days, part-time employees will receive seniority credit in their departments for purposes of being selected for full time positions within their classifications or departments.

ARTICLE 8
PROBATIONARY PERIOD

Section 8.1. All newly hired employees shall serve a probationary period of six (6) months. Upon successful completion of the new hire probationary period, the employee shall have his/her length of service counted from his/her most recent date of hire provided there is no break in service during the probationary period.

Section 8.2. An authorized leave of absence during the probationary period shall not be considered a break in service, but shall automatically extend the employee's probationary period for a proportionate amount of time. For the purposes of this Article, a break in service shall be any separation from employment other than an authorized leave of absence.

Section 8.3. Any employee whose performance is viewed as unsatisfactory or unacceptable during their probationary period or any extension, thereof shall be removed from service with the Borough. Such an employee shall have no appeal rights under the terms of this Agreement.

Section 8.4. Any employee selected for promotion or transferred from another classification to a different or higher classification shall serve in such classification as a temporary appointee pending the completion of a 90 calendar day probationary period. The employee shall receive the regular rate of pay established for the position during the temporary appointment. If the employee's work performance is unsatisfactory during the temporary appointment, the employee shall be returned to the classification which he held immediately prior to the temporary appointment; at the rate of pay then in effect for such classification.

Section 8.5. Any employee who feels he has been returned to his previous classification unjustly shall have the right to submit an appeal through the grievance procedures as established by this Agreement. Such appeal, however, shall not be subject to arbitration.

ARTICLE 9
REDUCTION IN WORK FORCE

Section 9.1. If the Employer determines that a reduction in the work force is necessary, the Employer shall notify the affected employees and the Union fifteen (15) calendar days in advance of the effective date of the reduction (layoff).

Section 9.2. The Employer shall determine the classification(s) which will be affected by any reduction (layoff).

Section 9.3. Any reduction in force affecting the bargaining unit shall be instituted in the inverse order of seniority as defined by this Agreement.

Section 9.4. Any bargaining unit employee receiving a notice of layoff, may within three (3) working days displace a less senior employee in another bargaining unit classification provided the laid off employee possesses the qualifications, as determined by the Employer, for the position into which the laid off employee wishes to displace.

Section 9.5. Any employee who displaces in accordance with this Article, shall then receive the rate of pay assigned to the classification displaced into.

Section 9.6. Employees who are laid off shall be placed on a recall list for a period of 2 years. If the Employer determines a recall is to be made, employees who are on the recall list and available for duty within 14 calendar days the employee shall be recalled. Recall shall be in the inverse order of their layoff, provided the employee is then qualified to perform the work within the classification to which they are recalled.

Section 9.7. Notice of Recall shall be sent to the employee and the Union by certified mail. The Employer shall be deemed to have fulfilled its obligation under this Article, by mailing and showing proof of such mailing of recall notice to the last address provided by the employee.

Section 9.8. The recalled employee shall have seven (7) calendar days following the date of receipt or attempted delivery of the recalling to notify the Employer of his intention to return to duty. The recalled employee must report to duty on the date specified by the Employer or the employee shall forfeit his right to the recalled position. The Employer must provide at least fourteen (14) calendar days for the employee to report for duty.

Section 9.9. Part-time dispatch work for laid off bargaining unit employees. In the event a bargaining unit employee is on permanent lay-off, the Borough agrees to provide the opportunity for that employee to work any available part-time duty at the dispatch desk subject to the following:

1) The laid off employee must satisfactorily complete the required training and be qualified by the employer to assume duties at the dispatch desk. Training pay will be at the rate established by the employer.

2) Once training/qualification has been completed, the laid off employee will be placed on the part-time list, with first call rights for duty each month. (Each month, the laid off employee will be called first for scheduling work - 1st call rights are limited to the 1st call for scheduling that month.)

3) Payment for all part-time duty hours worked will be at the rate of pay established by the employer for part-time dispatch work.

ARTICLE 10
PROMOTIONS

Section 10.1. The term "promotion" for the purposes of this Agreement shall mean the act of placing a current employee in a position or classification at a higher rate of pay.

Section 10.2. Whenever the Employer determines that a bargaining unit classification position is vacant and desires to fill such position, a notice of such opening shall be posted on the appropriate department bulletin board for ten (10) calendar days. The notice shall specify the rate of pay, department, job duties, and minimum qualifications of the position to be filled. During the posting period, anyone wishing to apply for the vacant position shall submit a written application to the Employer.

Section 10.3. All timely, properly filed applications shall be reviewed by the Employer, with consideration to the following criteria: qualifications, seniority, work record, disciplinary record. If two or more eligible applicants are considered to be relatively equal in qualification, the position shall be awarded to the most senior.

Section 10.4

Bidding on any bargaining unit vacancy, not considered a promotion shall be permitted only in accordance with the following:

1. Bidding once authorized may only occur when the Employer has determined a vacancy exists and such vacancy is posted in accordance with Section 10.2 of this Article.

2. All bid requests will be processed and considered by the Employer in accordance with Section 10.3 of this Article.

3. The clerical employees will not be able to bid on any other positions in the Borough. No other Borough employee will have the right to bid on any clerical position.

4. No other bargaining unit employee will have the right to bid for the Code Enforcement Officer's position. The Code Enforcement Officer will not have the right to bid for any other position within the bargaining unit.

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 11.1. This Article is intended to define the normal hours of work per day and during the work period. It is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work available.

Section 11.2. The regular hours of work for full-time employees shall consist of eight (8) consecutive hours of work per day, (beginning with the start of the employees scheduled work shift) five (5) consecutive days per work week, Monday through Friday, except for employees engaged in continuous operations.

Section 11.3. Continuous operations are defined as being those for which there is a regularly scheduled work for twenty-four (24) hours a day, three hundred sixty five (365) days per year. The Borough may at any time create a continuous operation for any operation provided a schedule of such operation is posted five (5) days in advance of its beginning. The work week for continuous operations shall begin at 12:01 a.m. on Sunday and end the following Saturday at 12 midnight. The regular hours of work for full time employees shall consist of five (5) eight (8) hour days.

Section 11.4. All employees shall receive one thirty (30) minute unpaid lunch break and two fifteen (15) minute paid rest periods taken at the job site, during each eight (8) hours of work except that employees engaged in continuous operations as designated by the Employer, shall receive a paid thirty (30) minute lunch period. Employees may not combine rest periods or combine rest periods with the lunch period for the purpose of extending the break period.

Section 11.5. The work schedule for all employees shall be posted at least five (5) days prior to the beginning of the work schedule. The posted schedule may be changed in accordance with the applicable provisions of this Agreement.

Section 11.6. All work schedules shall be determined and posted by the Employer for all bargaining unit classifications and employees in accordance with the applicable provisions of this Agreement.

Section 11.7. Any employee required by the Employer to work more than eight (8) hours in a work day or forty (40) hours in any work week shall be entitled to overtime compensation at the rate of one and one-half (1 1/2) times his regularly hourly rate, as established by this Agreement, for all hours in excess of forty (40) per work week or eight (8) per work day.

Section 11.7

1. Overtime shall be paid for all hours worked over forty (40) hours per week.

2. Forty (40) hours will include the AFSCME employees' vacation, personal time, sick time and holidays to calculate overtime.

Section 11.8. Employees who work more than two and one-half (2 1/2) consecutive hours beyond their regular shift, shall receive a meal allowance of five dollars ($5.00). Employees shall receive a meal allowance of five dollars ($5.00) for every additional four (4) consecutive hours they continue to work beyond their regular shift.

Section 11.9. Employees called out on an emergency at times not continuous to their regular work shift shall be guaranteed a minimum of two (2) hours work or pay at the appropriate hourly rate in accordance with this Article.

Section 11.10 There shall be no pyramiding of overtime hours.

Section 11.11. With the understanding that all bargaining unit employees are employed in the Department of Public Works, for purposes of equalization of authorized overtime, the following shall apply:

Section 11.12. Street Operation - The distribution of authorized overtime shall be equalized over each six (6) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement. Authorized overtime work shall be offered to the employee who has the least number of overtime hours to his credit.

Section 11.13. Water Operator - The distribution of authorized overtime shall be equalized over each six (6) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement. Authorized overtime work shall be offered to the employee who has the least number of overtime hours to his credit.

Section 11.14. A low time sheet will be updated and posted at each work site bulletin board on a weekly basis.

Section 11.15. The employees will give a letter to the Employer that he/she is willing or not willing to work overtime - to be provided every six (6) months.

Section 11.16. An employee who refuses, or is unavailable for overtime work four (4) times within the six (6) month period, will be disqualified for equalization of overtime in that six (6) month period.

Section 11.17. Time and one-half (1 1/2) will be paid to all employees who work the four (4) to twelve (12) shift (third (3rd) shift of the day) on Christmas Eve.

Section 11.18. Time and one-half (1 1/2) will be paid to employees involved in continuous operations, who work any shift on Easter Sunday.

ARTICLE 12
DISCIPLINE AND DISCHARGE

Section 12.1. Employees shall only be discharged for just cause. "Just Cause" is construed to mean physical or mental disability affecting the employee's ability to continue service; neglect, violation of any law of this Commonwealth constituting a felony, inefficiency, in competency, direct disobedience of orders, conduct unbecoming an employee, intoxication while on duty, the use or being under the influence of any illegal drug or controlled substance while on duty, or other failures of standard good behavior.

Section 12.2. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section 12.3. Progressive discipline will be utilized by management following the action steps below. However, depending on the severity of the infraction, the first step of discipline may be at any level.

h. Verbal reprimand
i. Written reprimand
j. One-day suspension
k. Three-day suspension
l. Five-day suspension with possible discharge hearing

Section 12.4. Should the Employer determine that an action of discipline or discharge is warranted, such action shall be imposed in a manner that will not embarrass the employee before other employees or the public.

Section 12.5. In the event of an action of discharge, the Employee shall notify the affected employee and the Union or such action, once imposed. Such notice shall be in writing, by certified mail.

Section 12.6. The Union shall have the right to take up a

suspension and/or discharge case at the third step of the grievance procedure as provided for in this Agreement. The matter may be processed through the arbitration step of the grievance procedure, by either party, after completion at step three. Any request for arbitration, in cases of suspension or discharge, are subject to the provisions of step four of the grievance procedure as provided by this Agreement.

Section 12.7. All record of disciplinary action shall be removed from the official personnel file after two (2) years from the date such action was recorded, provided that no additional disciplinary action has been recorded within that twenty-four (24) month period. This provision shall not apply to actions of disciplinary suspension.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1. The term "grievance" shall mean an allegation by a bargaining unit member or the Union, that there has been a violation, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 13.2. Where the alleged grievance is of the nature that it qualifies for appeal through any administrative and/or judicial procedures established by law, such matter shall not be appealable through the grievance procedures herein. The employee shall be limited to the appeal procedures established by law but may request informal discussion of the issue with the employer, in an attempt to resolve the matter prior to appealing it to any outside agency.

Section 13.3. All grievances must be processed at the proper step in progression in order to be considered at any subsequent step unless otherwise provided for in this Agreement. The grievant or the Union may withdraw a grievance at any point up to the arbitration step by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Once a grievance has been submitted to arbitration only the Union may authorize its withdrawal.

Section 13.4. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based on the Employer's last answer. Any grievance not answered by the employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits within the procedure may be extended upon mutual consent of the Union and the Employer.

Section 13.5. A grievance may be submitted by the Union or any employee covered by the terms of this Agreement. Where a group of bargaining unit employees desire to file a grievance alleging a violation of the Agreement affecting several employees in the same manner, one employee or the Union may process the grievance as a class action grievance. Each employee who desires to be included in such grievance, shall be listed on the grievance.

Section 13.6. Grievance and Arbitration Procedure

Step 1: The Union Steward with the aggrieved employee shall within three (3) days after the occurrence of the grievance, discuss the grievance with his Foreman. The Foreman shall make a reply to the employee within five (5) working days after this discussion.

Step 2: If the employee or the Borough is aggrieved by the ruling at Step 1, a grievance shall be submitted in writing to the Borough Manager within five (5) days after the ruling at Step 1.

A written reply shall be given, by the Borough Manager within ten (10) working days after receipt of the grievance, unless a hearing is scheduled. If there is a hearing on the grievance, it must be scheduled within ten (10) working days from the receipt of the written grievance. Either party may produce witnesses at the hearing, and may be represented by a person or persons of his choice. The Union agrees to represent any employee covered by this Agreement. The hearing shall be held before the Borough Manager. A written answer shall be given within ten (10) working days after the final hearing.

Step 3: Either party aggrieved with the ruling at Step 2 may, within five (5) working days after the ruling at Step 2, notify in writing the other party of its intention to submit the grievance to arbitration. If the parties cannot voluntarily agree upon the selection of an arbitrator or arbitrators, the parties shall notify the Bureau of Mediation of the Commonwealth of Pennsylvania of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one remains. The Employer shall strike the first name. The person remaining shall be the arbitrator.

Section 13.7. The costs of arbitration shall be share equally by the parties. Fees paid to arbitrators shall be based on a schedule established by the Bureau of Mediation. However, each party shall be responsible for compensating its own representatives and/or witnesses. If either party desires a verbatim transcript of the proceedings, that party shall bear the cost of such transcript and provide copies to the other party and the arbitrator.

Section 13.8. The parties agree that the arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented at arbitration, and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding, with the proviso that any decision requiring legislation will only be effective if such legislation is enacted.

Section 13.9. The time limits set forth in the grievance procedure shall be binding on the parties unless extended by mutual written agreement.

Section 13.10. All grievances shall be processed after the regularly scheduled shift of any employee(s) involved in the grievance.

Section 13.11. The Employer and the Union agree to hold grievance committee meetings, upon mutual agreement, to discuss issues which would promote or improve harmonious relations between the parties.

ARTICLE 14
HOLIDAYS

Section 14.1. All full-time bargaining unit employees shall be entitled to the following paid holidays each calendar year:

Christmas Day
Day After Christmas
Thanksgiving Day
Day After Thanksgiving
New Years Day
Good Friday
Independence Day
Labor Day
Memorial Day
Veterans Day

Section 14.2. To be eligible to receive holiday pay, the employee shall have worked their scheduled day immediately prior and after the holiday.

Section 14.3. Eligible employees not required to work on the holidays designated in this Article shall be paid for eight (8) hours at the normal hourly rate as determined by this Agreement.

Section 14.4. Any eligible employee who is required to work on a designated holiday shall be paid at a rate of 1 1/2 times his normal hourly rate, as determined by this Agreement for all hours actually worked on a holiday; in addition to eight (8) hours holiday pay, calculated at the appropriate straight time hourly rate.

Section 14.5. Whenever a holiday occurs while an employee is on vacation, the employee shall receive payment for the holiday, in accordance with this Article and such day shall not be deducted from the employee's accumulated vacation leave.

ARTICLE 15
VACATIONS

Section 15.1. All full-time bargaining unit employees shall be entitled to vacations with pay after one (1) year of continuous service with the Employer. Employees employed in active pay status for a full year shall be entitled to vacation as follows:

1. Less than one (1) full year - no vacation

2. One year of service but less than three years of service - 5 working days.

3. Three years of service but less than eight years of service - 10 working days.

4. Eight years of service but less than fifteen years of service - 15 working days.

5. Fifteen years of service but less than twenty-five years of service - 20 working days.

6. Twenty five years of service or longer - 25 working days.

A. In order to be eligible to take vacation time, all requests for vacation of five (5) days or more must be submitted to the employees department head at least 30 days in advance of the date requested for leave on the official Borough form for vacation requests. Vacation time requests of less than five (5) days must be submitted to the employees department head at least five working days prior to the day vacation is to begin on the official Borough form for vacation requests.

B. Vacation shall be taken in no less than eight (8) hour increments. A maximum of five (5) individual day (8) hour increments) shall be permitted each year.

A maximum of ten (10) individual days (8 hour increments) shall be permitted each year beginning the 25th year of employment.

C. To be eligible for a paid vacation, the employee must work his scheduled day immediately preceding and following the scheduled vacation time.

D. If a holiday occurs during the calendar week in which an employee is on vacation, the employee shall be paid his straight time hourly rate for the holiday and such day shall not be charged against the employees accumulated vacation leave.

E. All timely, properly filed requests for vacation shall be scheduled and granted to the employee in the order in which submitted. Any scheduling conflicts between employee requests for the same time off shall be decided on the basis of seniority.

F. Vacation time must be taken each year, there shall be no accumulation or carry over of vacation time.

G. Any employee who is terminated, layed off or retired, prior to using any or all of his available vacation shall be compensated in cash for the unused portion of vacation earned. The compensation shall be at the employees normal straight time rate of pay as established by this Agreement.

H. If an employee is denied a properly submitted request for vacation due to the operational demands of the Employer and such leave cannot be scheduled and approved by the Employer before the end of the calendar year earned, that employee may carry over that vacation time denied by the Employer, into the next calendar year for use within sixty (60) calendar days.

I. If the Employer is unable to permit scheduling of the vacation carried over within the sixty (60) calendar days, the employee shall then be paid for said vacation at the appropriate rate of pay established by this Agreement.

ARTICLE 16
PERSONAL LEAVE

Section 16.1. Each full-time bargaining unit member after 1 year of service shall be eligible for five (5) personal leave days each calendar year.

Personal leave days shall be paid time off of eight (8) hours at the employees normal hourly rate as established by this Agreement.

Section 16.2. Personal leave days may be taken at the option of the employee subject to the following:

1. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to the consideration of the Employer's responsibility to maintain an efficient operation.

2. If circumstances as determined by the Employer, make it necessary to limit the number of employees on personal leave at the same time, the most senior employee shall be given a choice of personal leave time in the event there is any conflict in selection.

3. Requests for personal leave must be submitted at least five (5) days in advance to the employees immediate supervisor or department head. Such request must be submitted on the official Borough form for personal leave request. The Employer at its sole discretion may accept shorter advance notice of personal leave requests as it determined reasonable and appropriate.

Requests for emergency personal leave may be granted by the Employer with the understanding that an employee may be required to substantiate the emergency nature of their request.

4. Personal leave must be scheduled during the calendar year in which it is granted and shall not be carried over from one calendar year to the next. Personal leave days not used prior to the end of the calendar year shall be forfeited.

Section 16.3. If an employee is denied a properly submitted request for personal leave due to operational demands of the Employer, and such leave cannot be scheduled and approved by the Employer before the end of the calendar year earned, that employee may carry over the personal leave denied, into the next calendar year, for use within sixty (60) calendar days.

Section 16.4. If the Employer is unable to permit scheduling of the personal leave carried over within the sixty calendar days, the employee shall then be paid for said leave at the appropriate rate of pay established in Section 1 of the Article.

ARTICLE 17
SICK LEAVE

Section 17.1. All eligible full-time bargaining unit employees shall earn 6.67 hours of sick leave for each completed calendar month of work. A record shall be maintained showing each employee's accumulation and the number of hours of sick leave used.

Section 17.2. Employees may use sick leave for personal illness or injury not otherwise compensable by the Borough.

Section 17.3. An employee shall be paid his regular base hourly rate; as determined by this Agreement, for each hour of authorized sick leave used.

Section 17.4. Any employee unable to report for work due to personal illness or injury, shall report his absence to his immediate supervisor, or designee at least one (1) hour prior to the time the employee is scheduled to begin his work shift. The employee shall indicate the nature of his illness or injury, the anticipated length of his absence, illness or injury, and where he can be contacted for the duration of his absence. The employee must report his absence each day unless other arrangements are made with the immediate supervisor when the employee initially reports his illness or injury.

Section 17.5. The employee shall be required to submit a signed request for sick leave payment on a standardized form, immediately upon his return to work or prior to the submission or each departmental payroll in cases of longer term absences. Such request shall specify the nature of the illness or injury and other pertinent information which will permit the Employer to make a determination of whether sick leave was used for its intended purpose. If the employee was examined by a physician during his absence or if the absence was for a period of three (3) or more work days, the employee shall submit a physician's statement with his request for sick leave. Such physician's statement must

indicate that the employee is fully capable of returning to his normal job duties. A physician's statement may also be required whenever the Employer has determined and established sick leave abuse by an employee. If an employee uses sick leave the day immediately before or after his scheduled vacation, that employee may be required to provide a physician's statement as defined by this Article.

Section 17.6. The Employer may require an employee be examined by a licensed physician, designated by the Employer, to determine the employees physical or mental capabilities to perform the duties of the employees classification. It is understood this section shall apply when the affected employees, other Borough employees or the general publics health and/or safety is in question. Such employee required examination shall be paid by the Employer.

Section 17.7. Any employee required by the Employer to be examined by a physician and as a result if removed from active payroll status may grieve such removal at the third step of the grievance procedure.

Section 17.8. Any employee failing to comply with the provisions of this Article or requesting or receiving sick leave payments for other than their intended purpose, shall be ineligible for such leave payments and subject to appropriate disciplinary action.

Section 17.9. Sick leave may be accumulated up to a maximum of 120 days. Any sick leave accrued beyond the 120 days, and not legitimately used during the calendar year earned shall be forfeited.

Section 17.10. After any seven sick leave requests in any calendar year, an employee upon returning to work must provide a physician's statement that the employee is fully capable of returning to his normal duties.

ARTICLE 18
BEREAVEMENT LEAVE

Section 18.1. In the event of a death in the employees immediate family, and upon request of the bereaved employee a leave of up to three (3) working days may be granted. These days shall be the day of the funeral and two (2) days immediately prior to or following the funeral.

Section 18.2. If any of these three (3) days are not the employee's regularly scheduled working days, no additional day shall be granted in lieu thereof. If an employee is on vacation the three (3) days of bereavement leave will not be charged against the employees vacation time.

Section 18.3. For purposes of this section, the employees immediate family shall be defined as the employees husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister or step-children, step mother and step father.

Section 18.4. Upon request of the bereaved employee, a leave of one (1) working day may be granted for the funeral of sister-in-law and brother-in-law, if scheduled to work.

ARTICLE 19
TRAINING AND EDUCATION

Section 19.1. Bargaining unit employees shall be compensated for all hours of training which they are required by the Employer to attend.

Section 19.2. The Employer shall pay all registration, tuition, lodging and related fees for any educational or certification programs needed for various classifications which the Employer has pre-approved thru the Borough Secretary.

Section 19.3. Time spent driving to and from any required training session and actual classroom time shall be considered as hours worked in determining an employee's eligibility for overtime in accordance with the Overtime Article herein.

Section 19.4. Bargaining unit employees directed to use their personal vehicle for travel to and from any training program which the Employer has required them to attend, shall be reimbursed for the appropriate mileage at the rate in Article 20. The appropriate mileage shall be the round trip mileage between the Borough Municipal Building and the location where such training is being conducted. The Employer shall have the option of providing transportation to the employee in lieu of paying the mileage allowance.

Section 19.5. Authorization to incur expenses reimbursable by the Borough must be obtained from the Employer in advance and receipts must be submitted for all expenses claimed by the employee, with the employee's written request for reimbursement.

ARTICLE 20
GENERAL PROVISIONS

Section 20.1. Stewards - The number of stewards recognized by the employer for the bargaining unit shall be three. The names of the stewards shall be submitted to the Borough Secretary's office no later than January 1st of each year. Any changes made during the year shall be submitted immediately upon that change.

Section 20.2. Jury Duty Leave - Full time bargaining unit employees who have completed six (6) months service with the employer shall be eligible for jury duty leave. Employees who have not volunteered but are called for jury duty shall be granted a leave without loss of pay while performing such jury duty. Evidence of such duty in the form of a subpoena or other written notification from the court, shall be presented to the Director of Public Works as far in advance as possible. Any appearance or jury fee received by the employee from the court, shall be deducted from the employee's regular pay in determining compensation to be paid to the employee while performing civil duties.

Section 20.3. Direction of Work Force - The Borough designates as its agents for the control of work within the Borough the Director of Public Works, Borough Manager, and the President of Borough Council. The directions of these agents shall be complied with until altered by higher authority.

Section 20.4. Safety Committee - For the purpose of resolving safety issues other than individual grievances, a Union/Management Committee shall be formed, consisting of three (3) members designated by the Union and three (3) members designated by the employer. Such meetings shall be called as needed quarterly, or more frequently, if mutually agreed on. Special meetings shall be scheduled within five (5) work days upon receipt of a written request. Each party wishing to bring matters before the Committee must submit an agenda to the other party not less than three (3) days before the meeting.

Section 20.5. Reporting for Work - An employee shall report promptly at the time and to the place designated by the schedule, ready and able to do his work. Employee violation of this provision will result in loss of one (1) day's pay and ordered to return home by the supervisor in charge or his designated replacement. Employees off work for any reason must report back on to work as specified.

Section 20.6. Residency Requirement

A. All employees hired prior to 1/1/2008 shall be permitted to reside ten (10) air miles from the Tarentum Borough Building.

B. All future full time employees hired must live in the Borough or must relocate into the Borough within six (6) months of their hire or they will be dismissed.

Section 20.7. No Strike/No Lockout - The Union agrees that neither it, its officers, representatives, or members will authorize, instigate, cause, aid, condone or any other concerted activities which interrupt the operations or services of the Employer during the life of this Agreement. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

Section 20.8. Uniform, Safety Shoes and Travel Allowance

The Employer agrees to provide uniforms to all employees in their first year of employment in any of the three departments of Water, Emergency dispatch and Street according to the following allotment:

I. Street & Water Distribution

5 T-Shirts
3 Sweatshirts
4 Pairs of pants

II Water Plant & Emergency Dispatchers

5 Shirts
3 pairs of pants

III

The following years the Employer will provide a uniform allotment as follows:

Street, Water & Code Enforcement - $300.00 additional replacement through purchase order shall be granted as often as needed per approval by the Borough Manager, provided the employee turns in his old uniforms.

Steel-toed Safety Shoes - $200.00 every two years

Emergency Dispatch allotment - $150.00

All employees in the street and water departments are required to wear safety shoes assigned by the employer.

All employees are required to wear borough uniforms at all times during work hours. There will be no clothing replacement option.

Travel Allowance

Employees required to use their personal vehicle for Borough business will be reimbursed mileage at the Internal Revenue Service allowance.

ARTICLE 21
SHIFT DIFFERENTIAL

Section 21.1. All employees assigned to duties in continuous operations shall work a rotating shift schedule as directed by the Employer. The time frame of each shift and the length of shift rotation shall be determined by the Employer.

Section 21.2. The Employer shall post the work schedule, indicating each employees work shift at least five (5) days in advance of the effective date of the schedule.

Section 21.3. There shall be a shift differential for the second (2nd) and third (3rd) scheduled shifts of each work day. The payment of shift differential for all hours actually worked on the 2nd shift shall be fifty (.50) cents per hour. The payment of shift differential for all hours actually worked on the third shift shall be fifty-five (55) cents per hour.

Section 21.4. Continuous operations employees shall not be assigned more than one (1) shift change in any single work week, except as may be required as a result of personal leave and/or vacation requests of bargaining unit employees.

If the employer assigns more than one (1) shift change in any single work week (except as noted above) the affected employee shall receive a shift premium for all hours worked on such additional shift change. The premium shall be equal to half time pay based on the appropriate regular hourly rate as determined by this agreement.

This premium pay shall not be construed to be overtime pay and shall not be considered in overtime eligibility or calculation as defined in this agreement.

ARTICLE 22
WAGES

Effective July 1, 2010, all full-time bargaining unit members shall be compensated in accordance with the following wage schedule. In lieu of receiving retroactive wage increase all fulltime bargaining unit employees will receive a one time lump-sum payment of (five hundred dollars $500.00) in a separate check.

	7/1/2010	1/1/2011	1/1/2012	1/1/2013
Class A Employees	$18.22	$18.87	19.57	20.27
Class B Employees	$19.69	$20.34	21.04	21.74
Class C Employees	$18.46	$19.11	19.81	20.51

Fourth classification : Part-time Employees shall receive 55 cents in the first year of the contract and 30 cents every year for each year of the contract.

Section 22.2. Employees hired by the Borough into any bargaining unit position after January 1, 1989, shall serve for one (1) year in each of the steps as outlined below. Advancement to the next higher step in the scale shall be on the employee's anniversary date of hire.

Probationary Period (0-6 months) - 60% of base rate
Step 1 (6 months to completion of year 1) - 70% of base rate
Step 2 (year 2) - 80% of base rate
Step 3 (year 3) - 90% of base rate
Step 4 (year 4) - 100% of base rate

Section 22.3. The Employer may, in its discretion, enter a newly hired employee with two (2) or more years of related experience at

ARTICLE 23
HEALTH CARE BENEFITS

Section 23.1. In accordance with the provisions of this article, the Employer agrees to make available the stated health care benefits provided in the current agreement for all eligible and qualified full time bargaining unit members and their eligible dependents. The Employer's obligation to provide the herein stated health care benefits is subject to the plan providers requirements and provisions as stated in the plan document, as well as, the availability of the stated or equivalent or better health care benefits within the payment limits required of the Employer. In the year 2010, the employee will be required to pay 1% of their base salary, Beginning of 2011 the employee will pay 1.5% . Beginning of 2012 the employee will pay 3.0% . Beginning of 2013 the employee will pay 3.0% .Employee will divided into 26 equal payments only if the insurance premium increases. If there is no increase in premiums, there will be no contribution by the employee.

Section 23.2. The Employer agrees that the basic hospitalization and major medical coverage shall be similar to the coverage in effect at the time this agreement was executed. The Employer shall not be required to provide any benefit(s) which are restricted, modified or eliminated through action of the plan provider after the execution of this agreement. In such event, the Employer shall notify the bargaining agent in writing of the specific plan changes, and shall meet with the bargaining agent to discuss the impact of such changes on the bargaining unit and attempt to negotiate an alternative or replacement coverage or portion thereof as appropriate.

Section 23.3. The Borough shall maintain the dental and eyecare benefit coverage through the AFSCME health and welfare plan for the term of this agreement subject to the provisions of Section 23.1 and 23.2 of this article.

	Vision	Dental	Total
January 1, 2010 thru December 31, 2011:	$4.50	$65.50	$70.00
January 1, 2012 thru December 31, 2012:	$4.50	$71.75	$76.25
Rates in the fourth year not exceed	$4.50	$77.00	$81.50

Section 23.4. All payments to the AFSCME Health and Welfare Fund shall be by check or other order for money payable to the AFSCME Health and Welfare Fund and shall be transmitted monthly to the aforesaid AFSCME Health and Welfare Fund. Concurrent with the payment by the Employer, the Employer shall submit such reports as the Trustees of the Fund deem necessary for the purpose of properly administering the Fund and the payment of benefits thereunder. Payments by the Employer required hereunder shall be due and payable within thirty (30) days following the end of the payroll period for the month for which such payment is required.

Section 23.5. The Employer agrees to execute and be bound by the declaration of trust of the AFSCME Health and Welfare Fund and by all rules and regulations of the Trustees promulgated thereunder.

Section 23.6. Early Retirement Health Care Benefit

The Employer agrees to provide the opportunity for early retirement for qualified bargaining unit employees in accordance with he following:

A. A full-time employee must be at least 62 years of age and eligible for retirement from Borough service.
B. The employee must submit a written request to the Borough Manager that he/she wishes to enroll in the early retirement program and specify the date on which employment will close.
C. The employee must provide all information requested on the form provided by the Employer when enrolling in the early retirement program.
D. Once the proper application has been approved, the employee shall be eligible for the following benefit:

-The Borough agrees to pay the premium for the continuation of the existing current health care plan or plan of record at the time of early retirement, at the rate then in effect for the plan covering the employee and spouse.

-The continuation of said benefit shall be provided for an eligible employee for a period not to exceed three (3) years from eligibility age 62 to the employee's 65th birthday.

E. The employee must certify annually that neither the employee nor the employee's spouse are eligible to receive or receiving health care benefits provided by another source. Such certification must be provided, in writing, to the Borough Secretary no later than January 15th of each year of benefit eligibility. If the employee or the employee's spouse are eligible

to receive or are receiving health care benefits provided by another source, the Borough shall have no obligation to provide the benefit as described. Failure to provide said certification by the date specified may result in termination of the benefit described.

F. In the event of a participating employee's death while this plan is in effect, the Borough shall have no obligation to continue the benefit beyond the end of the period for which the premium has already been paid.

ARTICLE 24
LIFE INSURANCE

Section 24.1. Beginning January 1, 1989, the Borough shall provide twenty thousand dollars ($20,000.00) of life insurance for each employee covered by this Agreement.

Section 24.2. Beginning January 1, 1989, the Borough shall provide, upon retirement, five thousand dollars ($5,000.00) of life insurance for each employee.

Section 24.3. The Borough shall have sole discretion in the selection of the insurance carrier through which the benefits of this article are provided. The Borough may elect, at any time, to change insurance carriers and/or policies so long as the benefits established herein are upheld and the employers receive appropriate policy information regarding such change.

ARTICLE 25
PENSION PLAN

Section 25.1. The Borough shall provide the 1/80th Pension Plan under Article 4 of the Pennsylvania Municipal Retirement Law. The Borough shall pay the employer's cost and the employee will pay three and one-half percent (3 1/2%) of their salary to cover their share of the cost of the plan.

Section 25.2. The Borough shall maintain the pension plan as stated above for the duration of this agreement, except for changes required by law.

ARTICLE 26
DURATION

This Agreement, pursuant to the requirements of Act 195, shall be binding upon the parties hereto, their successors and assigns; from January 1, 2010 to and including December 31, 2013.

In accordance with applicable provisions of Act 195, either party may notify the other by certified mail, of its desire to modify or terminate this agreement, on or before July 1, 2013.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 17th day of, AUGUST 2010.

On Behalf of Tarentum Borough

BOROUGH MANAGER

On Behalf of Tarentum Borough Employees

BUSINESS AGENT