

AGREEMENT

BETWEEN

**Borough of Mt. Pleasant
Street Department**

AND

**The United Steel, Paper & Forestry, Rubber, Manufacturing, Energy,
Allied Industrial & Service Workers International Union AFL-CIO-CLC,**

on behalf of Local Union 14693-68

EFFECTIVE October 1, 2022

EXPIRES September 30, 2025

THIS AGREEMENT, made and entered into this 1st day of October 2022 is by and between the Borough of Mount Pleasant (Street Department), Mount Pleasant, Pennsylvania, hereinafter referred to as the “Employer”, and The United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC, on behalf of Local Union 14693-68, hereinafter referred to as the “Union”.

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 – PURPOSE

This Agreement is for the exclusive joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties signatory hereto. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationship and to set forth herein the basic agreement covering rates of pay, hours of work, and other conditions of employment to be observed by the parties hereto. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by the Agreement have been decided upon by means of collective bargaining and the following provisions will be binding upon the Employer and the Union during the term of this Agreement and any renewal thereof. This Agreement may be modified by mutual consent in writing by the parties hereto. The provisions of this Agreement shall be subject to any changes made necessary by reason of Federal or State legislation, subject however, to existing law.

ARTICLE 2- UNION RECOGNITION

The word “Employer” where used in this Agreement shall mean the Borough of Mount Pleasant. This Agreement shall cover all employees of the Street Department except office and clerical employees.

The management of the work force, the direction of the work force, the right to hire and the right to discharge for just cause are vested exclusively in the Employer (Borough) subject to the provisions of this Agreement. It is not the intention of this provision to encourage the discharge of employees. Authorized representatives of the Union may visit the plant or operations of the Employer during working hours but must not hinder or interfere with the progress of the work. The Union reserves the right to appoint job stewards from among the employees. There shall not be discrimination against any job steward nor shall the Employer or his representative interfere with any job steward in the performance of his Union duties.

ARTICLE 3- CHECKOFF

The Employer recognizes the Union as the exclusive representative of the employees, excluding, however, all office clerical employees and professional employees, as defined in the Labor-Management Act of 1947, and as certified by the National Labor Relations Board. All employees, as a condition of employment, shall become and remain members of the Union in good standing during the life of this Agreement. All new employees within 30 calendar days after the day of hiring shall, as a condition of continuous employment, become and remain members of the Union in good standing. The Employer for each employee who has signed, or shall hereafter sign an authorization therefore, shall deduct from the first pay of each month the Union dues for the preceding month and promptly remit the same along with the completed reporting form (R-I 15) to the International Secretary Treasurer, United Steelworkers, P.O. Box 644485,

Pittsburgh, Pennsylvania 15264-4485.

The initiation fee and assessments as designated to the Employer by the International Secretary Treasurer of the Union shall be deducted by the Employer and remitted to the International Secretary Treasurer of the Union in the same manner as the dues collections. A checkoff list shall accompany the deductions setting forth the name and amount of dues, initiation fees or assessments. A copy of said list shall be forwarded to the financial Secretary of Local Union 14693-68,210 West Pike St, Suite 2, Canonsburg, Pennsylvania 15317. On receipt of signed authorization to do so, the employer will deduct from the wages of each employee, membership dues of the union which will include monthly dues, initiation fees, and assessment in the amounts designated by the United Steelworks International Secretary Treasurer and or the United Steelworks International Constitution. For dues calculation purposes, the average hourly earnings of each employee be computed by dividing his "earnings" by his "Hours" in such pay period. For this purpose "earnings" shall mean gross earnings but shall not include Sickness and Accident benefits, unworked Holiday Pay or Workmen's Compensation Benefits. For this purpose "hours" shall mean actual hours worked plus 8 hours for each day of vacation pay which may be included in such a period.

In case of earnings insufficient in any such calculation pay period to cover deduction of dues, the dues shall be calculated on the basis of and deducted from earnings in the next period in which there are sufficient earnings. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that arise for the purpose of the Company complying with any provisions of the Section.

ARTICLE 4- PROBATIONARY PERIOD

New Employees hired by Mt. Pleasant Borough as Street Department employees shall be considered probationary employees for their first 6 (six) months of employment, at which time probationary employees may be laid-off or discharged as exclusively determined by Mount Pleasant Borough, of the Street-Department-Supervisor.

During an employee's probation, said employee shall receive his/her applicable wage and any applicable paid holidays. All other benefits will commence the month following completion of the 6 month probation. The 6 month period may be extended by mutual agreement of the parties.

ARTICLE 5- HOURS OF WORK

Under normal working conditions, the workday shall consist of eight (8) consecutive hours Monday thru Saturday. The daily working hours shall be on a staggered work schedule as arrange by the working crew leader and the job steward. Employees called out for emergency work shall receive a minimum of one (1) hour of work or shall be credited for one(1) hour of time compensation at the employee's option. All hours worked in excess of eight (8) hours within a twenty-four (24) hour period commencing with the time the employee(s) beginning of work or starting time, shall be paid at one and one half (1-1/2) times the regular rate of pay. The Borough shall provide a guarantee of forty (40) hours per week for all employees on the payroll in any given week. All hours worked on Sunday shall be paid at one and one half (1 1/2) times the regular rate of pay, with a minimum of four (4) hours paid. No employee(s) shall be mandated, ordered or forced to work more than sixteen (16) hours in a twenty- four (24) hour period unless employee(s) opt.

ARTICLE 6- HOLIDAYS

New Year's Day, Martin Luther King Day (see attach letter of agreement), Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, Juneteenth Day, President's Day, two (2) personal days, and the employee's birthday shall be observed as legal holidays. The above legal holidays shall be recognized as paid holidays and paid for as such. Employees shall be credited with time compensation for all work performed on any of these holidays in addition to their holiday pay.

The Borough and the Union agrees that, if it snows on the Martin Luther King observed holiday, then that day will be considered a normal work day for the Street department employees for snow removal only. The Borough agrees should this occur, the street department employees then will have a floating holiday that they may use at their discretion.

ARTICLE 7- VACATIONS

Employees having completed at least one (1) year of service with the Employer shall be entitled to a vacation of one (1) week with pay based on forty (40) hours at the regular straight-time hourly rate.

Employees having completed at least two (2) years of service with the Employer shall be entitled to a vacation of two (2) weeks with pay based on eight (80) hours at the regular straight-time hourly rate.

Employees having completed at least eight (8) years of service with the Employer shall be entitled to a vacation of three (3) weeks with pay based on one hundred twenty (120) hours at the regular straight-time hourly rate

Beginning with their ninth (9th) year of service employees shall accumulate an additional day of vacation per year until they reach a maximum of four (4) weeks of vacation at their thirteenth (13) year of service.

Vacations cannot be scheduled in the same week for any two employees.

Employees may elect to take their vacation on a day to day basis. One day notice is required for one day of vacation. An employee who wishes to take three or more vacation days at one time must make the request two weeks in advance. Advance request for use of vacation days may be waived in emergency, if approved by the Borough Manager.

ARTICLE 8- SENIORITY

Seniority is defined as the employee's length of service with the Borough, The Borough recognizes the principle of seniority in layoffs, recalls, and promotions within the bargaining unit provided that the employee has the qualifications and ability to efficiently perform the required work. Seniority shall be broken by: (1) discharge; (2) voluntary quit; (3) layoff for over twenty-four (24) months; (4) failure to report back to work within ten (10) working days when recalled after a layoff; and (5) absence from work for a period of three (3) consecutive working days without reasonable excuse or permission from management. In cases where an employee of the Street Department has been appointed to Street Commissioner and when no longer needed, or is removed from the appointed job for some reason, he shall be entitled to return to the job he left before being appointed Street Commissioner with full seniority.

ARTICLE 9- GRIEVANCE PROCEDURE

Should differences arise as to the meaning and application of the provisions of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise on the project, an earnest effort shall be made to settle such differences immediately in the following manner during which time there shall be no suspensions, lockouts, impeding of work, interruptions or concerted work stoppages;

First: Between the aggrieved party who may be accompanied by the job steward if the employee so desires and his supervising foreman;

Second: Through the job steward and the Chairperson of the Department of Streets and Public Improvements;

Third: Through representatives of the Union and the Borough Council;

Fourth: Should this procedure fail, the matter shall within ten (10) days be referred to an arbitrator. The matter shall be referred to the Federal Mediation and Conciliation Service. Said service shall supply a list of arbitrators, and the Borough and Union shall engage in a strike off procedure in order to arrive at the selection of one arbitrator. The decision of the arbitrator shall be final and the expenses incident to his services shall be paid equally by the Borough and the Union. A decision reached at any stage of the proceedings outlined above shall be binding upon both parties hereto and shall not be subject to reopening by any other party except by mutual agreement.

ARTICLE 10-PROTECTIVE CLAUSE

The Union and the employees agree that there will be no stoppage or slowing down of work of any nature during the life of this Agreement. The Union and the employees further agree not to hinder or prevent the Borough from using any type or quality of machinery, tools and/or appliances, or from securing materials or equipment from any source without any interference of any kind. The Borough in return agrees not to lock out employees during the term of this Agreement.

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring nor cause to be brought, any court, or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and the said party after actual notice of same shall fail within a reasonable time to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

ARTICLE 11 - SAFETY, HEALTH & CONDUCT

The Borough agrees to make all reasonable provisions for the safety and health of its employees. The employees agree to observe all reasonable rules and regulations of the Borough to insure the protection of life and the preservation of property. The Borough will provide uniforms and jackets for the full time members of the Street Crew through a uniform service. The Borough will be responsible for maintaining said service and paying the cost of said service. The Borough will reimburse employees up to a maximum of \$175.00 per calendar year for the purchase of safety boots upon presentation of purchase receipts for a pair or pairs of boots. The employees will be required to wear safety shoes during the time at work.

ARTICLE 12-BULLETIN BOARDS

A Bulletin board will be provided by the Borough for the posting of official Union notices. All such notices shall be submitted to the job steward for posting.

ARTICLE 13- WAGES

Date	Increase	Standard Wage (hourly)
11/1/22	3.25%	\$23.96
1/1/24	2.5%	\$24.56
1/1/25	2.5%	\$25.18

New hires shall progress to the “Standard Wage” after 3years according to the following scale:

Experience	% of Standard	11/1/22	1/1/24	1/1/25
New Hire	70%	\$16.78	\$17.20	\$17.63
6-12 months	75%	\$17.98	\$18.42	\$18.89
12-18 months	80%	\$19.17	\$19.65	\$20.15
18-24 months	85%	\$21.55	\$20.88	\$21.41
24-30 months	90%	\$21.55	\$22.11	\$22.67
30-36 months	95%	\$22.77	\$23.34	\$23.93

A working crew leader shall be part of the bargaining unit. This person shall be paid \$.50 per hour over the “Standard Rate”. Also this working crew leader does not have the authority to hire fire or discipline other bargaining unit employees.

Effective January 1, 2007, fifteen cents (\$.15) per hour for all hours worked on the 3:00pm to 11:00pm shift. Twenty cents (\$.20) per hour for all hours worked on the 11:00pm to 7:00am shift.

ARTICLE 14 - SICK LEAVE

Each employee shall be entitled to seven (7) sick days per year with no accumulation provision and no buy back provisions.

If at any time the Borough Manager feels that this privilege is being abused, he may require from the employee a doctor's certificate as proof of illness.

The Borough will provide a non-job related sickness and accident policy providing each employee with the following weekly payment, provided that the employee completes a seven (7) calendar day waiting period for non-hospitalization sickness and no waiting period for accident or sickness which requires hospitalization \$550.00 per week The Borough also agrees that if any member is out on S&A, that the Borough will pay the member the appropriate above mentioned amount and will reclaim the funds from the Insurance payments, from the member.

ARTICLE 15-LIFE INSURANCE

The Employer agrees to provide each employee with Life Insurance and A.D&D. coverage in the amount of \$30,000.00 without cost to the employee, effective January 1, 1996 with conversion privileges.

ARTICLE 16- HOSPITALIZATION - MEDICAL – SURGICAL

The Borough agrees to provide and cover each employee and family with health care coverage through UPMC PPO 5. The employee is

responsible for the amount listed below toward the Health care contributions per month.

New employees shall be entitled to the UPMC PPO 5 after the completions of their probationary period. They will be entitled to the holidays and vacations set forth in the contract and life insurance coverage on completion of their probationary period.

1/1/23

Husband/Wife \$130.00

Employee/Child(ren) \$130.00

Individual \$60.00

Family \$210.00

Either party may elect to search for alternative health care yearly, provided that coverage is equal to or greater than the current benefit level (including physician and hospital networks) and the monthly premium is equal to or less than. In the event that the alternative or new healthcare premiums are below the above rates the employees premium contributions will no longer apply.

Beginning in 2023, should the year-over-year premiums for healthcare increase by more than three percent (3%) in any year, the borough shall have the right to renegotiate with the Union over healthcare (healthcare only). The borough must notify the Union's Staff Representative in writing between November 1st and December 1st in the year they wish to exercise this right.

ARTICLE 17- PENSION PLAN

The Borough will create a Defined Contribution Plan for the Street Department full time employees commencing January 1, 1990. The employee will be allowed to contribute an equal or higher amount as they may elect.

January 1, 2023 pension contribution will increase to \$3.75 cents/hour.

January 1, 2024 pension contribution will increase to \$3.85 cents/hour.

January 1, 2025 pension contribution will increase to \$3.95 cents/hour.

ARTICLE 18- BEREAVEMENT LEAVE

In the event of death to a member of an employee's immediate family, an employee who has passed his probationary period will be eligible for up to three (3) days leave of absence to attend the bereavement of the deceased and be paid at his hourly rate for such time lost from regularly scheduled work. Days for which the employee shall be eligible to receive pay are the day of the bereavement and the two working days immediately after the death and preceding day of the bereavement.

No extra allowance will be made for more than one death in the same three day period. Employee who is on vacation or holiday and suffers a death in the employee's immediate family as stated in this article will be given the additional days off with pay equal to the days used while on holiday or vacation at the time of the bereavement. Members of the immediate family are defined herein as the employee's spouse, son, daughter, father, step father, mother, step mother brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, grandmother

and grandfather.

No benefits will be paid under this section if on request the employee fails to provide the Employer with reasonable proof of death.

ARTICLE 19-TERMINATION

This Agreement shall become effective October 1, 2022 and shall remain in full force and effect for the period ending September 30, 2025 and shall continue to remain in full force and effect from year to year thereafter unless either party shall desire a change or termination shall send notice at least one hundred eighty (180) days prior to any year ending September 30th thereafter. The parties further agree to provide one another with their respective proposal (or desired changes) of the basic agreement no later than July 1, 2025.

Agreement effective October 1, 2022 between the borough of Mount Pleasant and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC.

For the Union:

For the Borough:

Thomas M. Conway
International President

John E Shinn
International Secretary-Treasurer

D. R. McCall
International Vice-President, Administration

Kevin J. Mapp
International Vice-President, Human Affairs

Bernie Hall, Director, District 10

Daniel A. Nunzir, Staff Representative

Robert Alderson, Local Union President

Unit President