



AGREEMENT

Between

BOROUGH OF DORMONT

(Employer)

AND

LABORERS DISTRICT COUNCIL OF WESTERN PENNSYLVANIA

On Behalf Of

CONSTRUCTION, GENERAL LABORERS AND MATERIAL HANDLERS,

LOCAL UNION 1058 OF LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

(Union)

January 1, 2019 through December 31, 2022

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I. TERMS OF AGREEMENT

The term of this agreement shall be for a period of four (4) years, beginning January 1, 2019 through December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 160 days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than 150 days prior to the termination date.

II. WAGES AND JOB CLASSIFICATIONS

A. New employees in the Police Clerk or Clerk/Receptionist classifications shall be paid under a six-step rate scale. The percent increase from Step 1 to Step 2 is 5%, from Step 2 to Step 3 is 5%, from Step 3 to Step 4 is 5%, from Step 4 to Step 5 is 5%, and from Step 5 to Step 6 is 5%. New employees in the Bookkeeper classification shall be paid under a five-step rate scale, with increases of 5% from Step to Step.

Effective January 1, 2019, and for the remainder of the contract, wages will increase based on the following scale:

BOOKKEEPER	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Step 1 (Probationary Year)	\$48,019.28	\$49,579.90	\$51,191.25	\$52,854.97
Step 2:	\$50,420.24	\$52,058.90	\$53,750.81	\$55,497.71
Step 3:	\$52,941.25	\$54,661.84	\$56,438.35	\$58,272.60
Step 4:	\$55,588.32	\$57,394.94	\$59,260.27	\$61,186.23
Step 5:	\$58,367.73	\$60,264.68	\$62,223.28	\$64,245.54

POLICE CLERK	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Step 1 (Probationary Year)	\$28,942.91	\$29,883.55	\$30,854.77	\$31,857.55
Step 2:	\$30,390.05	\$31,377.73	\$32,397.50	\$33,450.42
Step 3:	\$31,909.55	\$32,946.62	\$34,017.38	\$35,122.95
Step 4:	\$33,505.03	\$34,593.95	\$35,718.25	\$36,879.09
Step 5:	\$35,180.28	\$36,323.64	\$37,504.16	\$38,723.05
Step 6:	\$36,939.30	\$38,139.83	\$39,379.37	\$40,659.20

CLERK/RECEPTIONIST	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Step 1 (Probationary Year)	\$28,942.91	\$29,883.55	\$30,854.77	\$31,857.55
Step 2:	\$30,390.05	\$31,377.73	\$32,397.50	\$33,450.42
Step 3:	\$31,909.55	\$32,946.62	\$34,017.38	\$35,122.95
Step 4:	\$33,505.03	\$34,593.95	\$35,718.25	\$36,879.09
Step 5:	\$35,180.28	\$36,323.64	\$37,504.16	\$38,723.05
Step 6:	\$36,939.30	\$38,139.83	\$39,379.37	\$40,659.20

- B. In addition to regular pay, bargaining unit employees shall receive the following lump sum yearly. Longevity pay to be paid on the anniversary date of their first day of employment with the employer.

LONGEVITY TIME	PAYMENT
4 th Year and 1 Day through 8 th Year	\$450.00
8 th Year and 1 Day through 12 th Year	\$525.00
12 th Year and 1 Day through 16 th Year	\$625.00
16 th Year and 1 Day through 20 th Year	\$725.00
20 th Year and 1 Day through 24 th Year	\$850.00
All Years Beyond 25 th Year	\$1,000.00

Employees who are hired after January 1, 2000 shall not be entitled to longevity pay regardless of the years of service.

III. BENEFITS

A. Bereavement Leave

An employee shall be granted five (5) consecutive working days leave with pay including the day of a death in the immediate family of the employee to make household adjustments and attend funeral services. Immediate family shall be defined as spouse/parents/children/brother/sister/mother-in-law/father-in-law/grandparents and grandchildren; one (1) day for sister-in-law or brother-in-law.

B. Holidays

1. New hires shall be eligible for paid Holidays on the first day of employment.
2. Eligible employees in the unit will receive eight (8) hours pay at their regular rate of each recognized holiday whether they work on that day or not. Any employee who works a holiday will receive eight (8) hours pay plus eight (8) hours pay for the holiday.
3. Employees shall be guaranteed at least four (4) hours pay when they are scheduled or called out to work on a holiday, and employees shall receive double pay for all hours worked on a holiday.
4. The following shall be paid holidays during the term of this Agreement:

New Year's Day	Good Friday	Memorial Day	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve Day	Christmas Day	Day After Christmas	

C. Insurance

1. Administration

1. New employees will be eligible for insurance coverage on the first day of employment.
2. In case of an employee's absence from work due to layoff or leave of absence, the Borough will be obligated to pay for his/her insurance coverage for a period of three (3) months beyond the end of the full calendar month after the month in which such absence begins. When such employee is returned to work, his/her insurance coverage will recommence as of the first of the month following his/her return to work.
3. In case of an employee's absence from work due to illness or injury, the Borough will pay for his/her insurance coverage in accordance with the Family Medical Leave Act and other applicable state and federal laws. When such employee is returned to work, his/her insurance coverage shall recommence as of the first of the month following his/her return to work.

2. Disability Income

The Employer agrees to provide for the members of the bargaining unit a non-occupational long-term disability insurance policy whereby an employee who is injured off the job or suffers an extended illness shall receive, after a ninety (90) day waiting period, a benefit equivalent to two-thirds of his base pay. The Employer will pay the premium required to secure the benefit amount equivalent to two-thirds of base pay. It is agreed that any policy provided shall contain the provision that any benefit amount due is payable until the death of the employee or age 65, whichever occurs first.

It is understood and agreed that an employee cannot receive both sick leave pay from the Employer and the pro rata share of the wage continuation benefit paid for by the Employer under the aforesaid insurance policy for the same periods of time.

During such overlapping periods, the Employer shall deduct from the employee's pay an amount equal to the pro rata share of the benefit which he is entitled to receive under the aforesaid insurance policy.

It is further agreed that an employee cannot use any of his/her accumulated sick time if he/she is injured during the course of secondary, non-work-related employment.

It is further agreed that should it be determined by the Employer's non-occupational long-term disability carrier that any employee is uninsurable for any reason, the Employer's contractual duty under this sub-section as to any such employee shall be discharged. The Employer shall notify any such affected employee in writing within 60 days of receiving notice of uninsurability from its carrier. A determination of uninsurability by the Employer's existing insurance carrier shall be conclusive and the

Employer shall have no duty to attempt to secure coverage for the affected employee from any source other than its existing carrier.

3. Life

The Employer agrees to pay for life insurance coverage for employees, said life insurance to provide employee's beneficiaries with the amount of \$35,000.00 in the event of the employee's death, with a double indemnity provision providing beneficiaries with the amount of \$70,000.00 on the event of the employee's death as a result of an accident.

4. Health Insurance

a. The Employer shall provide Major Medical health insurance, equivalent to, but not limited to, the Plan offered by the Borough at the time of contract renewal, for eligible employees upon review and agreement of both parties.

The Borough will provide a cash payment of 50% of the current premium up to \$250 per month to employees who choose their spouse's insurance coverage. In order to qualify for such payment, each employee shall sign a form designating the coverage, which form shall be provided to the employee in December of each year and which shall be applicable to the following year. The employee may return to the plan only during the enrollment period of each calendar year.

b. In addition, employer shall pay premiums for each eligible employee for:

- i. **Dental Care.** In addition to the health insurance benefits noted above, the Employer will add to the Plan high option Dental Plan Coverage for the employees and dependent members of their family.
- ii. **Vision Care.** In addition to the health insurance benefits noted above, the Employer will add to the Plan Premium Vision insurance.

c. Employees hired prior to January 1, 2019 shall pay a percentage of the premium for health, dental, and vision insurance, with a cap on monthly contributions, at the following rates:

Year	Percentage	Monthly Cap
2019	0%	\$0.00
2020	3%	\$80.00
2021	3%	\$86.00
2022	3%	\$92.00

Employees hired on or after to January 1, 2019 shall pay a percentage of the premium, with a cap on monthly contributions, at the following rates, determined by years of service with the Borough:

Years of Service	Percentage	Monthly Cap
Less than One	10%	\$230.00
More than One, Less than Two	11.5%	\$284.00

More than Two, Less than Three	13.5%	\$359.00
More than Three	15%	\$428.00

- d. The Borough shall pay the remaining cost of the premium. Employees shall be responsible for all of their own co-pays.

D. Jury Leave

Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive for such period of jury duty, the difference between any jury duty compensation they received and their regular wages for each day of jury service.

E. Family and Leave Act

1. Eligibility and Leave Requirements

a. The Borough of Dormont is covered under the Family and Medical Leave Act of 1993 (FMLA or Act). Any Borough of Dormont employee with at least one (1) year of service and who has worked at least 1250 hours in the last twelve (12) months will be eligible to take up to twelve (12) weeks of FMLA leave during a twelve (12) month period for any of the following reasons:

- i. The birth of a son or daughter and in order to care for such son or daughter (leave must be taken and completed within twelve (12) months after birth), or
- ii. The placement of a son or daughter with the employee for adoption or foster care and in order to care for newly placed son or daughter (leave must be taken and completed within twelve (12) months after placement), or
- iii. To care for a spouse, son, daughter, or parent with a serious health condition, or
- iv. An employee's own serious health condition that makes employee unable to perform the functions of his/her job.

b. The twelve (12) month period is calculated on a rolling basis by counting backwards from the date of a leave request.

c. FMLA leave for birth or placement under 1ai and 1aii must be taken at one time in consecutive days or weeks. Leaves of absence due to serious health conditions under 1aiii and 1aiv may be taken intermittently or on a reduced schedule, when medically necessary, and provided the employee complies with the procedures as set forth in Section 2.

d. If both spouses are employed by the Borough of Dormont and are otherwise eligible for FMLA leave, they are permitted to take only a

combined total of twelve (12) weeks leave during any twelve (12) month period for reasons set forth in 1ai and 1a.ii.

- e. Employees are required to first utilize any accrued vacation time and personal days as a part of their twelve (12) week FMLA leave. Employees requesting FMLA leave due to their own serious health condition must first utilize any accrued sick leave, in addition to accrued vacation and personal leave, as part of their twelve (12) week FMLA leave. Once accrued paid leave has been exhausted, the remainder of any FMLA leave shall be unpaid.
- f. Any employee using unpaid FMLA leave shall not be entitled to holiday, bereavement, or jury duty pay while on such leave.
- g. During any period of FMLA leave, the Borough of Dormont will continue to make premium payments to maintain an employee's health coverage under the same terms and conditions as in existence on the date the leave begins, or as changed during the period when the employee is on leave. However, this does not eliminate the requirement of employee co-payments for those employees who normally have co-payments towards their insurance coverage. Provisions for employee co-payments will be made at the time of leave request. If any co-payment is more than thirty (30) days past due, the Borough of Dormont will terminate health care coverage for the duration of the leave period. Coverage will be restored upon return to work.
- h. The Borough of Dormont will be entitled to recoup the costs of providing health care coverage for an employee during the leave period if the employee fails to return to work at the conclusion of his/her FMLA leave period. This obligation does not apply in a situation where the Borough of Dormont grants an additional leave of absence and the employee subsequently returns to work or where the employee is unable to return to work for reasons beyond his/her control.

2. Employee Responsibility

- a. When requesting FMLA leave, whether paid or unpaid, a 30-day advance notice is required where the necessity for leave is foreseeable. Where the need for leave is not foreseeable, the employee must provide such notice as soon as practical (within one or two days of discovering the need for leave). Failure to provide such notice may result in the employee's leave being delayed.
- b. The notice referred to in 2a shall include sufficient explanation of the reason for leave, the date on which leave is anticipated to begin, and the anticipated duration of the leave. An FMLA request form for employees to use is available at the Borough of Dormont office.
- c. Employees requesting leave due to their own or a qualifying family member's serious health condition must, in conjunction with their relevant health care provider, submit medical certification of the need for leave and additional recertification of the need for leave every thirty

(30) days. Failure of the employee to provide the completed forms to the Borough of Dormont within fifteen (15) days of Borough of Dormont's request for such forms may result in denial of leave until recertification is provided or revoking an employee's entitlement to continue leave.

- d. Employees requesting intermittent leave or leave on a reduced schedule due to a serious health condition must first make a reasonable effort to schedule any treatment so as to not unduly disrupt the operations of Borough of Dormont (if such need is reasonably foreseeable) and provide as part of the medical certification from the health care provider a statement as to why such leave is medically necessary.
- e. Employees are required to notify Borough of Dormont of their intent to return to work every thirty (30) days, and where applicable, are required to update their medical certification every thirty (30) days.
- f. Employees returning from a leave due to their own serious illness or injury must provide a "Fitness of Duty/Return to Work" certification from their health care provider prior to reinstatement.
- g. During the leave period, the employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the employee's dismissal, and the employee shall be dismissed if he/she fails to return to Borough employment at the conclusion of the leave period.

3. Borough of Dormont Responsibility

- a. Borough of Dormont shall designate any leave as FMLA where the circumstances indicate that the leave qualifies and shall inform the employee of this fact and of any paid vacation, personal, or sick time that must be used as part of the twelve (12) week FMLA leave, a form providing such notice to the employee is available at the Borough office.
- b. If Borough of Dormont has reason to doubt the validity of any medical certification provided, Borough of Dormont may, at its own expense, require second opinion of a health care provider approved or designated by Borough of Dormont, so long as the provider is not employed on a regular basis by Borough of Dormont. If there are conflicting medical opinions, a third opinion, which will be final and binding on both Borough of Dormont and the employee, may be required by Borough of Dormont, at the Borough's expense, from a health care provider approved jointly by Borough of Dormont and the employee,
- c. An employee who requests intermittent leave or a reduced leave schedule that is foreseeable based on planned medical treatment may be temporarily transferred, at the Borough of Dormont option, to an alternate position having equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

d. Borough of Dormont will be responsible for keeping records required under the FMLA and for ensuring that all medical information is kept in a separate file which will be kept confidential except as required to coordinate the employee's leave.

4. Restoration of Employment

a. Employees returning from a FMLA leave are generally entitled to be restored to their previous position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee will not be reinstated if he/she otherwise would not have been employed at the time reinstatement is requested. Borough of Dormont is not obligated to reinstate any employee whose job position is eliminated while on leave.

b. Employees designated by Borough of Dormont as "Key" employees may be denied restoration if necessary to avoid substantial economic injury to Borough of Dormont's operations, in accordance with the express provisions of the FMLA. These key employees are among the ten percent (10%) most highly compensated salaried employees and will be notified of their status as key employees at the time they make their leave request. If it is anticipated that it may be necessary to deny restoration to a key employee, Borough of Dormont will notify that employee and offer him/her an opportunity to return to work. If that employee elects not to return to work, Borough of Dormont will nevertheless reconsider at the end of the leave whether or not it will be possible to reinstate that employee without suffering substantial and grievous economic injuries.

5. Notification of Rights

a. Borough of Dormont will not interfere with, restrain, or deny the exercise of any right provided under the FMLA. Borough of Dormont will not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA nor will it discriminate against or discharge any person because of involvement in any proceeding under or related to the FMLA. The Secretary of Labor is authorized to investigate and attempt to resolve complaints and violations any may bring an action in any federal or state court against Borough of Dormont for violating FMLA. The FMLA will be enforced by the Department of Labor's Wage and Hour Division. An eligible employee may also bring a civil suit for violation of FMLA. It should be noted that the FMLA does not affect any federal or state law prohibiting discrimination, nor does it supersede any state or federal law which provides for greater family or medical leave benefits. The FMLA does not affect Borough of Dormont's obligation to provide greater leave benefits that are required under a collective bargaining agreement or employee benefit plan or contract. No rights provided for under the FMLA may be diminished or waived by agreement, plan, or contract. A copy of an employee's rights under

FMLA is posted with Borough of Dormont's offices. Questions concerning the FMLA or your leave benefits should be directed to the Borough Manager.

F. Pension Retirement

1. The Employer agrees to pay \$350.00 per month towards the purchase of hospitalization coverage for employees who retire at age 62 and until the employee reaches age 65.
2. Pretax Pension Contributions – The Borough shall take the necessary steps in order to file any application and obtain any governmental approvals so that non-uniform employees will be able to make their pension contributions on pre-tax basis effective January 1, 2007. Under current law, this only applies to federal income tax. Internal Revenue Code §414(h)(2). The pre-tax employee pension contributions are contingent upon the Borough obtaining any necessary application and/or obtaining the necessary governmental approvals.

G. Sick Leave

1. Employees hired prior to January 1, 1992 shall be eligible for fifteen (15) sick days per year and shall be entitled to accumulate indefinite sick leave. Employees hired after January 1, 1992 shall accumulate ten (10) sick days per year and shall be permitted to accumulate indefinite sick leave. For employee hire prior to January 1, 1992, accumulated sick leave will be used for and in the manner required and set out in previous contracts. For those employees hired prior to January 1, 1992, who have accumulated 145 days sick leave, any accumulation of sick days over 90 shall be used only for serious non-work-related illness.

A serious illness is more specifically defined as a protracted lengthy illness or injury which requires an extensive lengthy confinement such as, but not limited to, disease and sickness such as cancer, heart disease, lung disease, impairment or infection of major organs, or fractures of bones which cause lengthy confinement and substantial disability. The term shall not include illness such as the common cold, flu, headaches, dental problems, and other like afflictions. A doctor's certificate evidencing the existence of a serious illness shall be required to enable an employee to qualify, and such serious illness sick leave shall be taken only after the accumulation of sick days provided for herein before has been exhausted. In determining whether a serious illness exists, the Employer may require an informed medical opinion from the employee's physician and/or from a physician selected by the Employer, or both; any physical examination required by the Employer shall be paid by the Employer.

Any employee who has accumulated sick leave at time of normal retirement shall be paid at the rate of Twenty-Five Dollars (\$25.00) per day for each day up to 150 days of accumulated sick leave not used by the employee.

Employees may accumulate sick leave indefinitely for the purpose of long-term illness. The Borough will buy back up to 150 days at the rate of \$25/day at the employee's normal retirement from the Borough.

2. **New Hires**

Employees hired after January 1, 2012, shall be entitled to sick leave at a rate of 0.8 days for every month worked. This monthly accumulation shall continue until the end of the calendar year and can only be used with the Borough Manager's approval. Thereafter, commencing with the new calendar year, the employees shall be granted ten (10) days sick leave per year. The annual grant of sick days shall be made on the first day of each calendar year.

3. Each employee shall be advised in writing by February 28 of each year as to his/her total accumulated sick leave

4. Sick leave may be utilized in increments of four (4) hours when the employee is incapacitated by sickness or non-work-related injury, or for medical, dental, optical or chiropractic visits. Employees shall have the ability to utilize sick leave in increments of two (2) hours for medical, dental, optical or chiropractic visits when the employee provides the Borough with a statement from their healthcare provider confirming the appointment.

5. An employee on extended disability as of the first of the calendar year shall not receive the annual grant of sick days until he is certified by a physician for return to full duty.

H. Vacations

1. Eligible employees shall be granted an annual paid vacation in accordance with the following schedule, based on length of service:

1 through 4 years of employment	2 weeks per year
5 through 10 years of employment	3 weeks per year
10 through 25 years of employment	4 weeks per year
Over 25 years of employment	5 weeks per year

Eligibility for vacation will be determined as of each individual employee's anniversary date of employment.

2. Vacations will, so far as practicable, be granted at times most desired by the Employees (longer service employees being given preference as to choice); however, scheduling of said vacations will be subject to Borough approval. If an employee voluntarily does not use all his/her vacation time in a year, he/she will not be paid for it unless his/her scheduled vacation was canceled due to the extreme needs of the Employer, and in such case he/she will be paid for his/her vacation in addition to his/her regular pay for the work he/she performs, except as provided in Section 7 hereof.

The Borough reserves the right to close down all or part of the operations for vacation purposes. Employees will be expected to take their vacation during the shutdown period.

However, the seniority provision of the contract will not restrict the Borough's right to require all or any part of the employee not entitled vacation to perform work which may be required during such vacation period and will not restrict the Borough's right to assign junior employees to a vacation to work during such period to perform necessary work.

3. When a holiday falls during an employee's scheduled vacation, he or she shall be granted an additional day off with pay on a date agreeable to the Borough.
4. An Employee is not required to schedule all of his/her vacation during the scheduling period. When getting unscheduled vacation leave approved by the supervisor, it shall be approved at the Employer's discretion. Discretion shall be based on the workload, the number of employees already scheduled for leave, and the urgency of the need for leave.
5. Subject to the regulations and limitations set forth in this Subsection J, employees may take as many or as few consecutive vacation days at a time as they deserve; provided, however, that the employees eligible for three, four or five-week vacations must take a certain number of weeks of the vacation time in no less than one week increments as follows:
 - a. Those eligible for three weeks of vacation must take one consecutive week
 - b. Those eligible for four weeks of vacation must take two weeks in no less than one-week increments
 - c. Those eligible for five weeks of vacation must take weeks in no less than one-week incrementsHowever, if scheduling 5 consecutive days or more, 30-day notice shall be submitted unless less time is needed and approved by the Borough Manager.
6. An employee may carry over and accumulate up to maximum of two (2) weeks of vacation from one calendar year to the next.
7. The Employer agrees to buy back up to five (5) days of unused vacation at the regular rate of pay to be included in the first pay of December of each calendar year.
8. Employees hired after January 1, 2000 shall be entitled to the following vacation benefit schedule:

1 through 4 years of employment	1 weeks per year
5 through 9 years of employment	2 weeks per year
10 through 14 years of employment	3 weeks per year
Over 15 years of employment	4 weeks per year

All other sections regarding vacations shall apply to newly hired employees.

I. Personal Days

Each employee is to be granted two (2) personal days during the calendar year, to be selected at his/her option except during the period between December 16 and January 15.

J. Education Pay

The Borough will provide the following education pay for employees. Upon the attainment of any of the following degrees in an education field or endeavor, compensation shall be paid at the following rates on an annual basis on the employee's anniversary date:

Completion of:	Additional Lump Sum Payment
Associates Degree	\$400.00
Bachelor's Degree	\$600.00
Master's Degree	\$800.00

This payment shall be based on the scheduled amount of the highest level of education attained and shall not be cumulative.

The Borough will be responsible for all fees for continuing education as it relates to the Borough's daily operations including but not limited to seminars, conferences, training sessions and continuing education courses. All requests for reimbursed training must be approved by the Borough Manager PRIOR to enrolling, registering, etc.

K. Parking

The Borough agrees to provide parking free of charge in the vicinity of the Borough Office.

IV. ADMINISTRATION

A. Disciplinary Actions

1. The following actions by an employee will be considered serious violations of expected employee conduct and shall be cause for immediate discharge:

- a. Intentional damage to or misappropriation of the property of the Borough, its citizens or other employees
- b. Conviction of a felony or serious misdemeanor, such as theft
- c. Physical assault of any Borough employee or official at any time, or physical assault of any other person while in the conduct of Borough duties
- d. Falsification of records or reports
- e. Involvement in gambling activities
- f. Working under the influence of alcohol or narcotics
- g. Sleeping during working hours or other serious, dereliction of duties which involves complete inattention to job duties

- h. Intentional abuse, destruction or waste of Borough material, tools, and equipment
- 1. Serious insubordination, abuse towards supervisors, or failure to carry out job duties
- 2. The following actions by employees shall be considered violations of expected employee conduct and shall be cause for disciplinary action:
 - a. Insubordination or abuse towards supervisors
 - b. Excessive or unreported absences or absences without good cause
 - c. Disorderly or unsafe conduct on the job
 - d. Unauthorized selling, soliciting or canvassing
 - e. Failure to report personal injuries
- 3. Disciplinary action shall be taken in the following steps:

First Offense:	Written Warning
Second Offense:	One Day Suspension
Third Offense:	Discharge

- 4. The accumulated number of offences on an employee's record shall be reduced by one for each eighteen (18) months which are free of offense following any disciplinary action.
- 5. All disciplinary actions shall be noted in a written record by the Employer, and the Employer shall furnish a notice to the Union of each action within forty-eight (48) hours after it is taken.
- 6. The Employer agrees the Union shall have the right to question any such disciplinary action, including discharge, taken against an employee and file a grievance on the matter if they deem it necessary.

B. Grievance Procedure

- 1. Grievances, or alleged violations of the collective bargaining agreement, shall be first brought to the attention of the employee's supervisor in an informal discussion.
- 2. If after the discussion provided for in Section 1 above, the employee decides to appeal the matter the employee shall put the grievance in writing and submit it to the Union Steward. Nothing herein shall prevent the Union from submitting grievances without the signature or approval of an employee.
- 3. Steps
 - a. First Step: The Union shall designate the steward to represent the aggrieved employee. The employee and his/her representative shall meet with the employee's foreman or supervisor to resolve the grievance. The foreman or supervisor's decision concerning the complaint shall be given promptly and in no event shall be delayed beyond five (5) working days, except where mutually extended in writing by the Union and the foreman or supervisor.
 - b. Second Step: The employee and a union representative shall meet with the Borough Manager to resolve the grievance. The Manager's decision concerning the complaint shall be given promptly and in writing and in no

event shall be delayed beyond five (5) working days, except where mutually extended by the Union and the Manager.

- c. **Third Step:** If the matter is not settled to the satisfaction of the Union, the Business Agent may, within (30) working days from the date of the decision or within thirty (30) working days from the date a decision is due, request arbitration. Either party shall request the Pennsylvania Bureau of Mediation to submit a list of seven arbitrators. The parties shall meet within five (5) working days after the receipt of such a list. The parties shall choose a neutral arbitrator by alternative striking from the list of seven with the first strike obligation alternating from grievance to grievance beginning with the Employer first.
4. The fee and expenses of the neutral arbitrator in a grievance procedure shall be split evenly between parties.
5. The decision of the arbitrator shall be binding on all parties.
6. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearings, unless both parties otherwise agree.
7. Adequate procedures having been established herein for the resolution of grievances, there shall be no strikes, slowdowns or work stoppages during the term of this agreement.

C. Hours

The clerk/receptionist working hours will consist of eight (8) consecutive hours with one (1) hour for lunch included, starting at 8:30AM and concluding at 4:30PM daily.

The bookkeeper working hours will consist of eight (8) consecutive hours with one (1) hour for lunch included, starting at 7:30AM and concluding at 3:30PM daily.

The police clerk working hours will consist of eight (8) consecutive hours with one (1) hour for lunch included, with a starting time no earlier than 7:00AM and concluding no later than 6:00PM, said starting time to be at the discretion of the Chief of Police.

D. Probationary Employees

1. New regular employees shall be deemed Probationary Employees for a period of 6 months from the date of their employment. They shall be subject to layoff or discharge for any cause whatsoever.
2. A regular employee is defined as any person working in any of the job classifications in the bargaining unit in excess of twelve (12) hours per month.
3. It is recognized that students may be employed for short periods, on a seasonal basis by the Borough for specific jobs, and it is agreed that such individuals shall not become regular employees unless and until they have worked for the Borough in excess of eighty (80) days per calendar year or per period of seasonal employment. It is further agreed that such employees shall not be hired or retained in employment if their employment results in the layoff of any bargaining unit employee, nor shall they be hired or retained in place of new regular employees for whom full-time work would be available.

E. Seniority

1. Seniority is based on the length of continuous service an employee has had with the Employer. Seniority shall be accumulated during absences due to illness, layoff or leave of absence, as long as such seniority is not terminated in accordance with other provisions of this Agreement.
2. In all cases of layoff, seniority shall be based on continuous service in the job classification (in agreed upon areas) occupied by the employee. When the Employer rehired in any agreed upon area in any job classification, all employees on layoff in said agreed upon areas from such job classification shall be rehired in reverse order in which they were laid off. In the event the Employer needs additional employees in any job classification, such job vacancies shall be posted for bid (in agreed upon areas) before the Employer may hire any new employees.
3. In the event there is a permanent vacancy in a job, such vacancy shall be posted on bulletin boards at locations accessible to all employees in the bargaining unit for a period of twelve (12) consecutive working days. Regular bargaining unit employees (in agreed upon areas) bidding for vacancy with the most seniority shall be given the first opportunity to qualify for such vacancy. However, the determination of the qualifications of any job shall rest with the Employer, subject to the grievance procedure as set forth in this Agreement.
4. All probationary employees shall have no seniority but shall enjoy and be bound by all other provisions of this Agreement. Any employee retained beyond the probationary period shall be considered as a regular employee, and his/her seniority shall date back to the date of original employment.
5. Continuous service shall be broken by:
 - a. Quit or resignation
 - b. Discharge for cause
 - c. Absence due to layoff or physical disability for a period longer than one (1) year, provided that absence due to a compensable disability shall not break continuous service if the employee reports himself/herself available for work within five (5) days after final payment of statutory compensation for the disability or and the end of the period used in calculating a lump sum payment
1. Failure to report within five (5) days after recall from layoff
6. It is understood and agreed that these seniority provisions shall not be utilized where the Civil Service statues or regulations would cause a different method of selection or retention.

F. Additional Hours and Wage Regulations

1. If the Borough office is open from 8:30AM to 8:00PM on the first working evening of the week, and if the employee chooses to work from 4:30PM to 8:00PM, shift differential in the amount of fifty cents (\$0.50) per hour shall be paid for hours worked between 4:30 P.M. and 8:00 P.M.

2. If an employee provides Notary services for the Borough of Dormont, Employer will compensate the employee for the cost of Notary certification and supplies, and additionally compensate the employee one-hundred dollars (\$100.00) per year, payable by the third pay of the calendar year.

V. MISCELLANEOUS

A. Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent, based upon a certification from the Pennsylvania Labor Relations Board, covering Secretaries and Clerks at PERA-R-5284-W for purposes of establishing salaries, wages, hours and other conditions of employment for all of the employees within the certified units.

B. Union Security

1. The Employer agrees to a maintenance of membership (as defined in the Pennsylvania Employee Relations Act No. 195) to cover all employees who are members of the bargaining unit. Maintenance of membership means any employee who joins the Union must remain a member in good standing until the expiration date of the present Agreement.
2. During the term of the Agreement, an employee who fails to maintain his/her membership in the Union in good standing shall be discharged from employment within twenty-one (21) days and receipt of written notice from the Union of the employee's failure to maintain membership in good standing.
3. An employee may, during the period of fifteen (15) days prior to the expiration of this agreement, notify the Employer and the Union in writing that dues deduction authorization hereinafter provided for and membership in said Union is to be terminated upon the expiration of this Agreement.

C. Check Off

1. The Employer agrees to deduct each month the required Union dues, initiation fees or other assessments from the pay of those employees who request, in writing, that such deductions be made.
2. During the term of this Agreement, the Employer shall be advised by the Union as to the amounts to be deducted. Once such deductions are made, the Employer shall remit all monies deducted to the designated Union office, together with an itemized statement indicating each employee and amounts deducted for dues, initiation fees or other assessments. The Employer agrees to remit all deducted monies along with itemized list to the Union on or before the 15 of the month after such deductions are made.
3. If the Employer is unable to make such deductions from an employee's pay due to the employee being off because of sickness, vacation, temporary layoff or any reason, the Union will notify the Employer in writing after said employee returns to work of the delinquent amounts owed by said employee and the procedure the Employer shall use to deduct the delinquent monies.
4. Subject to state and federal applicable statutes or case decisions, the Borough agrees that any employee elects not to become a member of the

Union shall be required to pay a fair share fee in accordance with applicable law. The Union shall notify the Borough as to the amount of money to be designated as the fair share fee. The Borough agrees to deduct said amount in a manner similar to the procedure utilized for the employees who elect to become members of the Union.

D. Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is certified without discrimination as to age, sex, race, color, creed, national origin or political affiliation. All present employees shall furnish a certified copy of their birth certificate to the Borough within thirty (30) days of the effective date of this Agreement. All new employees shall be required to furnish a similar certificate at the time they are hired.
2. The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative, against any Union employee because of Union membership or because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness or efficiency of the Employer's operation.
3. No employee shall be discriminated against because of his/her participation or non-participation, financial or otherwise, on behalf of a candidate or political party. There will be no loss of employment due to changes in political administration.
4. There shall be no residency requirement for present employees, but the Employer may require any new employees to reside within the Borough of Dormont during the entire time of such new employee's fixture employment.

E. Union Recognition

1. The Union agrees to provide to the Employer, on a current basis, the names of the stewards for the unit.
2. The Union Business Manager, his designated representative or an International Union Representative, shall be given access to the Employer's premises during working hours to conduct Union business, provided that there is no interruption of the Employee's working schedule.
3. To the fullest extent possible, grievances shall be discussed after working hours.

F. Economic Controls

The wage and monetary fringe increases provided for in this Agreement shall go into effect on the dates specified only to the extent permitted by applicable Federal and State laws. If all or part of such increases are withheld pursuant to such laws, and if during the same year the Employer is legally permitted to grant the balance of such increases that were to go into effect earlier in the year, such increases will be put into effect as of that date. The Employer shall not be obligated for any increases or wage

benefits withheld because of such laws. Any dispute under this Section shall be jointly submitted to the appropriate Federal or State agency for resolution.

G. Savings Clause

Should any provision of this Agreement or any application thereof be unlawful by virtue of any Federal or State law, such provisions of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect from the life thereof.

H. Temporary Employees

1. Whenever an employee is absent from employment under V(H) of this Agreement, the Employer shall have the right to hire temporary and/or part time personnel to perform the same duties performed by the employees covered by this Agreement during such absence from employment. Said temporary and/or part time personnel shall not be considered members of the bargaining unit.

2. The Employer has the option to hire a non-bargaining unit, part time clerk in the Borough Office and in the Police Department to work no more than 20 hours per week; or at the discretion of the Chief of Police, if said clerk is hired in the Police Department, said clerk may be directed to work two (2) 28 hour weeks during each calendar quarter in lieu of the above mentioned 20 hours per week. Such clerk shall be paid a salary not to exceed eighty (80) percent of the prevailing hourly rate for the position of clerk. If hired in the Borough Office, said individual will perform such duties as may be prescribed by the Employer. If the individual is hired in the Police Department, said individual will be responsible for performing the following functions:

Processing delinquent tags through to citation by filing tags in alphabetical order according to license, researching tags in fill, documenting tag with needed information, checking license plate numbers with the State, maintaining index files on information received, and preparing citations; recording information into docket book; preparing envelopes for mailing; maintaining and updating towing or booting list; maintaining and updating disposition files from magistrate hearings to include making entries on all pertinent documents.

The Employer agrees that in case of layoffs, such position will be terminated first, and that employee will be the first to be laid off, with duties to be assumed by the bargaining group personnel. As long as such individual is employed, the Employer will maintain its current staffing level, unless a position is vacated through attrition.

I. Job Descriptions

In lieu of specific job descriptions set out in this Agreement, employees shall be expected to perform such duties as shall be assigned to them from time to time by the Employer. The Boroughs will prepare all job descriptions as applicable. Job positions currently exist for all positions.


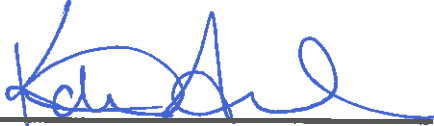
J. Maintenance Clause

The Borough reserves and retains, solely and exclusively, all of its rights to manage the affairs of the Borough as such rights existed prior to the execution of this Agreement, or any other previous Agreement, subject, however, to the provisions of this Agreement. Matters of inherent management policy shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the Borough, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel, determination of the number of hours per day or per week operations shall be carried on, the assignment of work to such workmen in accordance with the requirements determined by the Borough, the establishment and change of work schedules, the right to make and enforce reasonable rules for the maintenance of discipline, the right to suspend, discharge or otherwise discipline employees for cause, the right to contract out work, and otherwise to take such measures as the Borough may determine to be necessary for the orderly and efficient operation of Borough affairs, provided, however, that such rights shall not be used for the purpose of discrimination against members of the bargaining unit.



- K. The Borough reserves the right to negotiate a Drug and Alcohol Treatment Program Clause within the terms of the collective bargaining agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

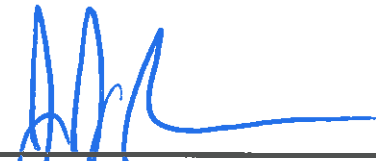
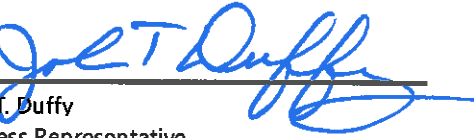
ATTEST: BOROUGH OF DORMONT

X  _____	X  _____
Benjamin Ryan Estell Borough Manager	Kate Abel Council President

ATTEST: LABORER'S DISTRICT COUNCIL OF WESTERN PENNSYLVANIA

X  _____	X  _____
Phillip Ameris President-Business Manager	Witness

ATTEST: LABORER'S LOCAL UNION NO. 1058

X  _____	X  _____
Joseph J. Lacuatra, Jr. Business Manager	John T. Duffy Business Representative