MEMORANDUM

Date: **October 23, 2012**

To: **President, Vice-President, Council and Mayor**

From: **Jeff Naftal, Borough Manager**

Subject: **Agreement with Teamsters Local Union No. 249**

Background:

On August 10, 2012, the Teamsters Local Union No. 249, who represents our outside service employees, provided me with their requests as part of contract renewal negotiations. After costing out these proposals, I spoke with Council at an Executive Session about what was being requested, the costs to the Borough, and staff counter-proposals that might be issued. Following that meeting, I spoke again with Association representatives and we reached agreement on the terms of a new contract.

Discussion:

The union requested the following for their new contract:

1. A five (5) year contract retroactively beginning on January 1, 2011 and expiring on December 31, 2015.
2. A 3% wage increase retroactively as of January 1, 2011.
3. A 3% wage increase retroactively as of January 1, 2012.
4. A 3% wage increase on January 1, 2013.
5. A 3% wage increase on January 1, 2014.
6. A 3% wage increase on January 1, 2015.

The costs for these items are as follows:

1. $10,500.67 in the first year of the contract for the 3% retroactive wage increase for 2011.
2. $10,815.69 in the first year of the contract for the 3% retroactive wage increase for 2012.
3. $11,140.16 in the first year of the contract for the 3% wage increase in 2013.

4. $11,474.37 in the second year of the contract for the 3% wage increase in 2014.
5. $11,818.60 in the third year of the contract for the 3% wage increase in 2015.

Total cost to the Borough for the union proposals over the three years of the contract is $55,749.49.

After discussing these costs with Council, I went back to the union to ask for three things. First is that instead of having a base number for the highest paid employee and then calculating all other employees as a percentage of that rate, I asked that they change to a traditional step plan. This would give them 5 steps and once an employee reached Step 5 their only increases would be cost of living adjustments. The second request was that they remove contract language calling for the contract to be reopened if there was any change in health insurance. We would still need to notify them of any changes but we would not need to reopen the entire contract. The third request was to remove references in the contract to specific health insurance plans. This is similar to the second request in that if our insurance provider changed what they called a plan, even if the benefits were the same, we would have to renegotiate the contract. The union agreed to all three of these requests. There was no dollar savings to the Borough for these changes but should we have had to reopen the contract, there would be costs for that.

The attached contract reflects all of the changes noted above and is ready for Council approval.

Recommendation:

I recommend that Council approve the five year contract with the Teamsters Local Union No. 249 beginning retroactively on January 1, 2011 and continuing until December 31, 2015.

JN

Attachment

AGREEMENT

Between

BOROUGH OF DORMONT,

Employer,

AND

THE GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS, LOCAL UNION NO. 249, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, UNION

January 1, 2011- December 31, 2015

I. TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (5) years, beginning January 1, 2011, and ending December 31, 2015.

II. WAGES, JOB CLASSIFICATIONS AND LONGEVITY

A. There shall be one general classification of personnel which shall be as follows: General maintenance personnel with laboring, driving, and general construction duties.

B. New employees shall be paid under a five step rate scale which shall be for all employees hired after January 1, 2000. 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%, and from Step 4 to Step 5 is 10%.

Because the Union worked without a new contract for calendar years 2011 and 2012, the Borough and Union agree that employees will be compensated for those years as if the following wage scale, reflecting a 3% wage increase each year, had been in place:

	January 1, 2011	January 1, 2012
Step 1 (Probationary Year):	$35,028.24 - $16.84	$36,079.09 - $17.35
Step 2:	$37,363.46 – $17.96	$38,484.36 - $18.50
Step 3:	$39,698.67 - $19.09	$40,889.63 - $19.66
Step 4:	$42,033.89 - $20.21	$43,294.90 - $20.81
Step 5:	$46,704.32 - $22.45	$48,105.45 - $23.13

Employees will receive a lump sum for the back pay owed for wage increases in 2011 and 2012 by the third pay period of 2013. Effective January 1, 2013, and for the remainder of the contract, wages will increase based on the following scale:

	January 1, 2013	January 1, 2014	January 1, 2015
Step 1 (Probationary Year):	$37,161.46 - $17.87	$38,276.30 - $18.40	$39,424.59 - $18.95
Step 2:	$39,638.89 - $19.06	$40,828.06 - $19.63	$42,052.90 - $20.22
Step 3:	$42,116.32 - $20.25	$43,379.81 - $20.86	$44,681.21 - $21.48
Step 4:	$44,593.75 - $21.44	$45,931.56 - $22.08	$47,309.51 - $22.74
Step 5:	$49,548.61 - $23.82	$51,035.07 - $24.54	$52,566.12 - $25.27

Employees hired prior t o January 1, 1995 shall be paid at the Step 5 rate established for the job classification.

The Working Foreman in the Street Department and the Parks Department will receive an additional sum of $1.75 per hour above the regular rate set out above.

The Assistant Working Foreman will receive an additional sum of $0.90 per hour above the regular hourly rate set out above.

C. The Employer will pay longevity for the years of service with the Employer at the following rate to Employees hired prior to January 1, 2000.

Years of Service	Annual Pay
4th Year Through 8th Year	$500.00
9th Year Through 12th Year	$625.00
13th Year Through 16th Year	$775.00
17th Year Through 20th Year	$900.00
All Years Beyond 20th Year	$1,025.00

It is agreed that said longevity payments reflect past service with the Employer, with said payments being due on the anniversary date of employment. An employee retiring or leaving the service of the Employer shall be entitled to the pro rata portion of his longevity pay up to the date of retirement or separation.

Employees hired on January 1, 2000 or thereafter shall not be entitled to longevity pay.

III. BENEFITS

A. Bereavement-Leave

In the event of a death in the employees' immediate family, the employee will be given time off from the date of death through the funeral and the day thereafter, but not to exceed five (5) working days. All days taken off during the work week shall be fully compensated. The term "immediate family, shall include spouse, children, parents, brothers and sisters, and mother-in-law and father-in-law. In the event of the death of an employee's grandparent or grandchildren, then they are entitled to the day of the funeral off provided the employee attends said funeral.

B. Holidays

1. The following is a list of the paid holidays which the employees shall receive:

New Year's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day Following Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
	Day Following Christmas Day

2. Should any of the above holidays fall on a Saturday, the previous Friday shall be observed as the holiday.

3. Should any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

4. When any of the holidays fall during the regular vacation of an employee entitled to holiday pay, such employee receives one (1) extra day of vacation for each holiday.

5. Any employee who is requested by the Employer to work on any of the above enumerated holidays shall receive double his regular hourly rate of pay for all time worked on such day, and such double rate of pay shall constitute the total remuneration for his time worked.

6. An employee starting the work week will receive holiday pay for any holiday occurring during said week at the regular hourly rate if he is laid off during said week.

C. Insurance

1. Health

(a) The Employer shall pay the full premium for 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 which is in December of each calendar year.

(b) Subject to Paragraph 4(a), the Employer shall continue to provide the entire premiums for health insurance.

(c) In addition, employer shall pay premiums for each-eligible employee for:

(1) 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. The Employer will pay twenty ($20.00) dollars per employee per month toward said Plan. The Employer will pay one-third of the remaining cost and the employee will pay two-thirds of said cost.

(2) Vision Care. In addition to the health insurance benefits noted above, the Employer will add to the Plan vision insurance.

2. Life Insurance

Employees shall be provided with $25,000.00 Life Insurance ($50,000.00 double indemnity), on which policy he may name or designate his beneficiary. Said policy is to be in force and effect only while the employee is in the employ of the Employer.

3. Wage Continuation

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 equivalent to that being paid for the aforesaid short-term policy providing the benefit of $150.00 per week for twenty-six (26) weeks and the employee will pay all premium costs between the amount paid by the Employer and the total premium required to secure the benefit amount equivalent to two-thirds of base pay. The premium paid by the employee shall be deducted from the employee's pay each month and shall be computed by adding the total premium accrued by each employee for the month and dividing that total by the number of participants in the group plan. It is agreed and understood that, not withstanding the fact that each employee's premium may vary due to age and income, the amount to be paid by the employee will be an average figure computed as described above. It is also agreed and understood that, because age and income factors will change each year, the amount to be deducted from the employee's earnings may change each year. This formula for the computation of deductions and payments will not be altered during the term of this Agreement.

It is understood and agreed that this is a group plan premised upon group participation. Should the minimum number of participants not be achieved in any given year, thereby eliminating the Employer's ability to provide an insurance policy that provides a benefit equivalent to two-thirds of base pay, the Employer will be obligated to provided only a policy with a benefit of $150.00 per week for twenty-six (26) weeks for all employees covered by this contract.

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 understood and agreed that any and all benefit amounts in excess of the pro rata share paid for by the Employer shall be an entitlement to the employee, without deduction from or alteration to sick leave pay, commencing with the first payment under the aforesaid insurance policy.

It is further agreed that an employee cannot use any of his accumulated sick time if he 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 subsection 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.

D. Jury Leave

In the event that any employee loses all or part of his/her time on account of jury service, the Employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work.

E. Leave of Absence

FAMILY AND MEDICAL LEAVE ACT - All employees who worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

F. Pension- Retirement

1. The Employer agrees to continue the Dormont Borough Non-Police Pension Fund for each employee covered by this Agreement. Said pension shall be continued during the term of this Agreement.

2. A yearly report shall be sent to each employee, listing what they have in the Pension Plan, as soon as such report is received by the Employer. In addition, a meeting shall take place once each year to explain the pension program to the employees.

3. The Employer will consider any new benefits to the pension plan that can be funded through employee contributions and state aid as demonstrated by an actuarial report by the Borough's actuaries. An actuarial study will be conducted to determine what new benefits by law can be added to the plan that is supported by plan assets.

4. The Borough will meet and discuss the proposed benefits and the report with the collective bargaining unit.

5. The Borough will implement whatever new benefits the plan can support as long as there are no funding requirements from the Borough. These benefits will be implemented for the year following the year they arc identified.

6. Two (2) members of the Public Works Department will be elected (yearly) by employees covered under this Agreement to represent the interests of employees who are in the Non-Uniform Employees Pension Retirement Fund.

7. 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 a 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) days sick leave per year. The annual grant of sick days shall be made on the first day of each calendar year. Sick leave may be accumulated without limit.

   Employees who were hired from January 1, 1992 through December 31, 1999 shall be eligible for ten (10) days sick leave per year. Sick leave for these employees may be accumulated without limit.

   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. Sick leave may also be used to attend to family needs; family needs being limited to spouses and children.

   Employees may accumulate unlimited sick leave for the purpose of long term illnesses. The Borough will buy back up to 150 days at the rate of $25.00/day at the employee's normal retirement from the Borough.

2. New Hires

   Employees hired on January 1, 2000, or thereafter shall be subject to a one (1) year probationary period. Newly hired employees will be entitled to health care, dental, vision and insurance benefits from the first day of hire.

In addition newly hired employees shall receive their scheduled allotment of sick leave and vacation after six (6) months. Employees in their first year of employment, after the first six (6) months, shall be granted five (5) days sick leave. Such employees shall not be entitled to any additional sick days until the completion of their first year of employment at which time they shall then be eligible for six (6) days sick leave per calendar year with an unlimited accumulation.

3. When an employee is off work and using his accumulated sick leave due to illness or compensable injury, the Employer shall continue to make health insurance payments and other agreed-upon benefit payments until the employee has used up his accumulated sick leave, then the employee shall pay his own health insurance, as well as other benefits.

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

5. An employee on extended disability as of the fist 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. Vacation

1. The following vacation schedule is adopted:

Length of Service	Vacation Days
1 year to 4 years	2 weeks
4 years and a day to 12 years	3 weeks
12 years and a day to 25 years	4 weeks
25 years and a day and above	5 weeks

Any vacation time to which an employee is entitled during a given calendar year shall be taken during said calendar year. Provided, however, that an employee may carry over one week of vacation (5 work days) into the succeeding calendar year. Any such vacation days carried over into the succeeding year must be taken during said calendar year.

2. Vacation pay for one (1) week's vacation shall be an amount equal to such employee's regular hourly rate of pay, calculated for forty (40) hours.

3. Vacation schedule for the current year shall be posted by December 21st of the immediately preceding year, and vacation time shall be selected by March 1st of the current year. All department employees shall be mandated to assign 1-week of vacation on said vacation schedule. Selection of vacation periods by employees shall be made on the basis of seniority.

4. The Employer will give its best efforts to see that the employees receive their vacation pay on the Friday immediately prior to their scheduled vacation period.

5. Employees shall be permitted to sell back up to one week of unused vacation in December of each calendar year at the full rate of pay.

6. In the event of a workers compensation absence, the employee shall be entitled to carry over any unused vacation time from the year of the injury.

7. Employees hired on January 1, 2000 or thereafter shall be eligible for vacation according to the following schedule:

Length of Service	Vacation Days
1 year to 4 years	1 weeks
4 years and a day to 9 years	2 weeks
9 years and a day to 14 years	3 weeks
14 years and a day and above	4 weeks

I. Personal Days

Each employee is to be granted two (2) personal days during the calendar year, to be selected at their option.

J. Parking Permit

Each employee shall be entitled to one (1) annual business parking permit at no charge for the vehicle of their choice for the purpose of parking in the vicinity of the Borough Garage on Tennessee Avenue when coming to work. Should the Borough otherwise provide employee parking at this or, upon relocation of the Borough Garage, another location, this entitlement shall terminate.

K. Post Retirement Health Care - Pre-Tax Savings Plan

The Union will consider a payroll deduction from employees towards a pre-tax account with Valic towards post retirement health care. The Valic representative will meet with employees to explain the benefit and the Borough will discuss with the employees the implementation of the benefit in conjunction with the new pension benefits provided (if any).

L Education Funding

The Employer will fund additional training and certification from employees if it is approved by the Borough Manager and submitted for approval and enough in advance that the Borough can budget for the expenditure.

IV. ADMINISTRATION

A. Additional Hours and Wage Regulations

1. The regular work week for all employees covered by this Agreement shall consist of forty (40) hours. The regular work week shall be Monday through Friday, and the starting time each day shall be no later than 7:00 a.m.

2. A split shift shall not be permitted at any time. All hours worked on any work day must be consecutive, except in the case of emergency before and after regular working hours.

3. All work performed on Sunday shall be paid at the rate of double the regular rate of pay.

4. All employees shall receive one-half (1/2) hour for lunch each day, unpaid.

5. No employee shall be laid off before his regular scheduled daily quitting time or during any regular weekly work schedule for the purpose of off-setting any overtime the employee has worked during the same work week or any pay period.

6. Employees shall be permitted to take one (1) coffee break in the morning.

7. Any employee called out to perform work beyond his regular shift shall work a minimum of four (4) hours and shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate. In the event of a call out for work to be done in the Parks Department, the Parks Department working foreman shall be called out first. If the working foreman is unavailable or refuses the call out, call outs shall then be made by the regular seniority list.

8. All time worked in excess of eight (8) hours per day during the regular work week as defined in this Section IV shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

   All employees shall report to work when called out to work overtime, time in excess of eight (8) hours per day, or on Saturday or Sunday. An employee may, at his option, have his name placed last on the call-out list for a period of six months. On January l and July 1 or the next business day, said list will be opened for revision for a period of five consecutive business days. The right to be placed last on the call-out list shall be by seniority, to be determined at the beginning of each six-month period.

9. All work performed on Saturday shall be paid at the rate of one and one-half (l-1 /2) times the regular hourly rate of pay.

B. Defective Equipment and Dangerous Conditions of Work

1. The Employer shall not require employees to use any vehicle on the street or highway that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement if the employee refuses to operate such equipment, unless such refusal is unjustified, as determined by the Employer. All equipment which an employee refuses to operate because not mechanically sound or properly equipped shall be appropriately tagged so that such equipment will not be used by drivers until the Borough mechanic has adjusted the complaint. After the equipment is repaired, the Employer shall place on such equipment a tag in a conspicuous place so that the driver can see same, indicating that such equipment has been repaired.

2. When the occasion arises where an employee gives written reports forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer, he shall report the matter to the officers of the Union who, in turn, will consult with the Employer.

3. The Employer shall install standard safety equipment in all vehicles.

C. Disciplinary Action

1. The following actions by an employee shall 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 during working hours.

   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.

   i. 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. Excessive or unreported absences or absences without good cause.

   b. Disorderly or unsafe conduct on the job.

   c. Excessive or habitual tardiness.

   d. Unauthorized selling, soliciting or canvassing.

   e. Failure to report personal injuries, other than those of a minor nature.

f. Excessive negligence resulting in damage to Borough property or property of others.

3. Disciplinary action under C (2) shall be taken in the following steps:

First Offense	Written Reprimand
Second Offense	One Day Suspension
Third Offense	Three Day Suspension
Fourth Offense	Discharge

4. The accumulated number of offenses on an employee's record shall be reduced by one for each six months which are free of offenses 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 said 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.

D. General Provisions

1. The Employer agrees that it will not enter into any written or oral agreement with any employee covered by this Agreement which is inconsistent with, or which in any way may modify or waive any of the provisions of this Agreement.

2. The Employer shall provide to each employee a minimum of six (6) freshly- laundered and pressed working uniforms and two coveralls per week at no cost to the employee. The Employer shall provide each employee five (5) safety orange or safety green T-Shirts, once per year.

3. The Employer shall make reasonable provisions for the safety of its employees and shall provide all protective and safety devices required by law, without cost to the employee.

4. The Union shall use its best efforts to determine that all employees covered by this Agreement obey all rules and regulations of employment which are consistent with this Agreement.

5. The Employer agrees to install a Bulletin Board to be used by the Union and the Employer. However, the Employer reserves the right to remove any matter from the Union Bulletin Board which is derogatory to the Employer.

6. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigation of work conditions, collection of dues and ascertaining that the Agreement is being adhered to, PROVIDED, NEVERTHELESS, that there be no interruption of the Employer's working schedule and that approval has been obtained from the Employer.

7. Prior to beginning work as a Borough employee, all applicants for positions covered under this Agreement must submit to and successfully complete, to the satisfaction of the Employer, driving tests on all vehicles of the Employer, including but not limited to its high lilt and all its trucks. All present employees who are licensed to operate a motor vehicle in the Commonwealth of Pennsylvania shall submit to driver's or equipment training when requested to do so and shall become qualified to drive all vehicles and operate all equipment. Refusal of any employee to drive any of the Employer's vehicles or operate any of the Employer's equipment at any time after being qualified thereon without just cause shall subject the employee to immediate disciplinary action.

E. Grievance Procedure

1. Grievances, or alleged violations of the collective bargaining agreement, shall first be brought to the attention of the employee's supervisor in an informal discussion.

2. If after the discussion provided or 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. Grievance Steps

a. First Step: The Union shall designate the steward to represent the aggrieved employee and shall submit the grievance to the Borough Manager within five (5) working days of the date the Union Steward knew or should have known of the existence of the alleged contractual violation.

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 not 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 thirty (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 Federal Mediation and Conciliation Service to submit a list of seven neutral 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 (7) with the first strike obligation alternating from grievance to grievance beginning with the Employer first.

4. The fee and the expenses of the neutral arbitrator in a grievance procedure shall be split evenly between the 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

F. Management Rights

The Union agrees to make every effort to assure that its members in the employ of the Employer obey all rules and regulations established by the Employer. All written rules and regulations shall be forwarded to the Union by the Employer for reference.

The Union further agrees that the size, direction and scheduling of the work force, and the assignment of work to the work force, shall remain entirely within the discretion of management, except as explicitly limited by the terms of this Collective Bargaining Agreement. Furthermore, the Union agrees that management retains all of the rights it had to manage the work force which were in existence prior to the certification of the Union, except to the extent that those rights have been modified by this Collective Bargaining Agreement.

G. Seniority

1. Seniority shall be based on the length of service which the regular employees have with the Employer, Seniority shall be accumulated during absence due to illness, layoff or leave of absence, so long as such seniority shall not have been terminated in accordance with other provisions of this Agreement. In case of layoff, an employee will be laid off in accordance with his seniority.

2. All employees covered by this Agreement hired on or after its effective date shall be considered as probationary employees for a period of one (1) year, during which time they shall accrue no seniority, but during which time they shall enjoy and be bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed without recourse within one (1) year from the date of his employment at the sole discretion of the Employer. If a new employee is retained beyond the one (1) year probationary period following the commencement of this employment, he shall immediately thereafter be classified as a regular employee, in which event his seniority shall commence as of the date of his original employment.

3. The Employer shall supply the Union with the seniority list of all employees, setting forth thereon the date of hiring of each employee. This list shall be maintained by the Employer and be made current each six months. The Employer shall also provide the Union with a complete list of names and addresses of all employees and the dates upon which such of those employees have been most recently laid off, discharged, hired or retired.

4. Employees shall suffer the loss of all of their seniority for any of the following reasons:

   a. Resignation or retirement
   b. Discharge for cause
   c. Failure of an employee to report to work within five (5) days after having received a registered or certified letter, return receipt requested, from the Employer to the employee's last known address as filed with the Employer, notifying said employee to return to work.
   d. On layoff status for a continuous period of twenty-four (24) months.
   e. Misrepresenting the reason for taking a leave of absence.
   f. Upon the employee's being declared permanently and totally disabled by competent legal authority (for example, the Social Security Administration or a Pennsylvania Workmen's Compensation referee).
   g. Absence from work for two (2) consecutive scheduled days of work without notification to the Employer of the need to be absent, unless the employee can demonstrate that there was a reasonable basis for his/her failure to offer such an explanation.

5. To protect their seniority, each employee shall keep the Employer informed of their current home address, telephone number and age. At the time of a layoff, the employee who is laid off will be given an opportunity to write his current home address and telephone number over his signature on a form furnished by the Employer for that purpose, a copy of which form shall be delivered to said employee.

6. If a bargaining unit position becomes vacant, the Employer shall post the position in the street department for a period of thirty days. The Borough shall establish the job description and minimum qualifications for the position. Persons shall be promoted based on merit, ability, and knowledge of the duties of the vacant position. If two applicants are equally qualified the Borough shall appoint the most senior applicant. Any person promoted to a position is subject to a one year probationary period.

H. Shop Stewards

1. The Employer recognizes the right of the Union to designate Shop Stewards and alternates.

2. The authority of Shop Stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:

   a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

   b. The transmission of such messages and information which shall originate with and which is authorized by the Local Union or its officers provided such messages and information:

      (1) Have been reduced to writing, or
      (2) If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

3. The Shop Steward and alternate shall have no authority to take strike action, or any other action interrupting the Employer's business, except as may be authorized by the Secretary-Treasurer of the Union.

4. The Employer recognizes these limitations upon the authority of the Shop Steward and alternate, and shall not hold the Union liable for any unauthorized acts by the Shop Steward in such regard. The Employer, in so recognizing such limitations, shall have the authority to impose such disciplinary actions as shall be determined by the Employer in the event the Shop Steward or alternate has taken unauthorized strike action, slowdowns or work stoppages in violation of this Agreement.

5. The Shop Steward or alternate shall be permitted to investigate, present and process grievances on or off of the property of the Employer without loss of time or pay, provided that the time spent in connection therewith shall not exceed one (1) hour per grievance. The time spent in processing grievances as herein limited shall be considered working time in computing daily and/or weekly overtime. However, it is understood that the Shop Steward shall use his best efforts to process all grievances after work hours.

I. Subcontracting

The Employer recognizes the need for preserving work and job opportunities for the employees covered by this Agreement. However, it recognizes that certain duties cannot be performed by the employees and that emergencies occur which make the use of outside contractors absolutely necessary. Accordingly, the Employer will use its best efforts not to subcontract out the work normally and usually performed by members of the bargaining unit, but in no way loses its right to subcontract out work for emergencies or to subcontract out work which is too large in scope for the bargaining unit to perform, or which is not regularly performed by the bargaining unit.

J. Suspension and Discharge.

1. The Employer shall have the right to discharge any regular employee for just cause and shall notify the Union in writing of such discharge within forty-eight (48) hours after the same is effective.

2. In the case of a suspension of an employee, the employee shall meet with the Business Agent of the Union within ninety-six (96) hours after the effective time of such suspension.

K. Temporary Employees

The Employer shall have the right to hire temporary and/or part-time personnel to perform the same duties performed by employees covered by this Agreement. Said temporary and/or part-time personnel shall not be considered members of the bargaining unit.

In the event that the Borough adds employees by means of this subsection the following will apply: temporary employees shall be hired for a period of no longer than one year, after which time, the Employer will either release the employee or hire them. The new hire shall be subject to a one year probationary requirement from the date of appointment to a regular full time position in accordance with the provisions of this agreement as they relate to new hires.

V. MISCELLANEOUS

A. Discrimination

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. In determining the future continuance of work by the employee, the Employer shall take into consideration the nature of the work performed by the employee, his/her physical ability to perform such work, and a doctor's certificate shall be supplied to the Employer evidencing the employee's physical ability to perform the tasks involved in his/her employment. All new employees shall be required to furnish certified copies of their birth certificate at the time they are hired.

B. Union Recognition

The Employer recognized and acknowledges the Union as the exclusive bargaining agent of all employees in the classifications of work covered by this Agreement, for the purpose of collective bargaining as provided by the Pennsylvania State Labor Board.

C. Union Security

1. The Employer agrees to maintenance of membership as defined in the Pennsylvania Employee Relations Act No. 195, to cover all employees who are members of the bargaining unit. 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 this Agreement, an employee who fails to maintain his membership in the Union in good standing shall be discharged from employment within twenty-one (21) days after receipt of a 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 deductions authorizations hereinafter provided from and membership in said Union is to be terminated upon the expiration of this Agreement.

4. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

5. No provisions of this section shall apply to the extent that they may be prohibited by state law. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

6. If any provision of this section is invalid under the law of the state wherein this Agreement is executed, such provisions shall be modified to comply with the requirements of state law, or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory Agreement, the Union shall be permitted all legal recourse.

7. When the Employer needs additional men, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

8. Check-all: The Employer agrees to deduct each month the required Union dues, initiation fees and other assessments from the pay of those employees who request, in writing, that such deductions be made. 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 alimonies 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 the itemized list to the Union on or before the 15th of the month after such deductions are made.

   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 other 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.

   Subject to state and federal applicable statutes or case decisions, the Borough agrees that "any employee who 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 elected to become members of the union.

9. The Employer shall permit Cross-Training sessions of the proper use of the Parks Department equipment for use during the winter mouths so that in the event that a parks department person is unavailable, the Street Department will have this equipment at their disposal. Trainees will be selected by the Department Head.

10. In the event of a snowfall that requires plowing or brushing of the Borough sidewalks, operators shall report to the municipal center first at 0700 Hrs.

D. The Borough reserves the right to negotiate a drug and alcohol treatment program clause within terms of this Collective Bargaining Agreement.

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

ATTEST:

BOROUGH OF DORMONT

Jeffrey Naftal, Borough Manager

Willard McCartney, Council President

ATTEST:

THE GENERAL TEAMSTERS, CHAUFFEURS, AND HELPERS, LOCAL UN ION #249

Secretary

President

Witness

Chief Steward

MEMORANDUM

Date: **October 23, 2012**

To: **President, Vice-President, Council and Mayor**

From: **Jeff Naftal, Borough Manager**

Subject: **Purchase of Frames for Donated Artwork**

Background:

In September, Vice-President Hodson informed me that we had received two (2) pieces of donated artwork from Johno Prascak. She also provided me with some quotes for framing the artwork from the Gallery which framed the artwork for Taste of Dormont. This is attached for Council's review.

Discussion:

Mr. Prascak is a nationally known Pittsburgh artist whose parents live in Dormont. His paintings have been seen on television shows and candy boxes. Getting this artwork donated allows us to experience his work and show it off to the public and our only expense is to frame the pieces. Even with the most expensive framing, the total cost to do the work will be less than $800.

Recommendation:

I recommend that Council authorize me to spend up to $800 to frame the two pieces of artwork donated by Johno Prascak.

JN

Attachment

JEFF EDWARDS GALLERY

DATE: September 18, 2012
INVOICE:

4909 LIBRARY ROAD
BETHEL PARK PA 15102
412-833-3306

www.jeffedwardsgallery.net

CLIENT: Dormont Boro Building

DESCRIPTION		AMOUNT
Custom Framing of Johno's ***"Pittsburgh at Night"***	(With Discount)	$347.98
"Premium Line" Black Frame / Double B/Core Matting / UV Conservation Glass		
Custom Framing of Johno's ***"Pittsburgh at Night"***	(With Discount)	$308.23
"Premium Line" Black Frame / Single B/Core Matting / UV Conservation Glass		
Custom Framing of Johno's ***"Pittsburgh at Night"***	(With Discount)	$321.44
"Standard Line" Black Frame / Double B/Core Matting / UV Conservation Glass		
Custom Framing of Johno's ***"Pittsburgh at Night"***	(With Discount)	$289.69
"Standard Line" Black Frame / Single B/Core Matting / UV Conservation Glass		
Custom Framing of Johno's ***"Pittsburgh Daytime"***	(With Discount)	$347.98
"Premium Line" Black Frame / Double B/Core Matting / UV Conservation Glass		
Custom Framing of Johno's ***"Pittsburgh Daytime "***	(With Discount)	$308.23
"Premium Line" Black Frame / Single B/Core Matting / UV Conservation Glass		
Custom Framing of Johno's ***"Pittsburgh Daytime"***	(With Discount)	$321.44
"Standard Line" Black Frame / Double B/Core Matting / UV Conservation Glass		
Custom Framing of Johno's ***"Pittsburgh Daytime"***	(With Discount)	$289.69
"Standard Line" Black Frame / Single B/Core Matting / UV Conservation Glass		
	SUBTOTAL	
	TAX RATE	7.00%
	SALES TAX	-
	OTHER	-
	TOTAL	$ -

The above estimate gives you four ways of framing each of your prints. If you have any questions, please give me a call. Just for reference, the pieces that I framed for the "Taste of Dormont" would be a close match to the $ 289.69. This estimate is also based on payment being made in the form of a check made payable to Jeff Edwards Gallery .

THANK YOU FOR YOUR BUSINESS!

MEMORANDUM

Date: **October 23, 2012**

To: **President, Vice-President, Council and Mayor**

From: **Jeff Naftal, Borough Manager**

Subject: **Request for Residential Handicap Parking Space**

Background:

Pursuant to the Accessible Parking Policy of the Borough which was adopted on July 1, 1996, one resident made application for a residential handicap parking space on the street in front of their house. The application was heard by the Traffic and Parking Planning Commission at their regular meeting on October 9, 2012. This application is attached for Council review.

Discussion:

The applicant is Ms. Patricia Napierkowski of 1127 Arkansas Avenue. Ms. Napierkowski requested a residential handicap parking space in front of her house because of an inability to walk at least 200 feet without stopping for rest. There were no apparent issues with this application and the Commission voted unanimously to recommend approval of the request.

Recommendation:

I recommend that Council follow the recommendations of the Traffic and Parking Planning Commission regarding the above residential handicap parking space application.

JN

Cc: Phil Ross, Chief of Police
Traffic and Parking Planning Commission Members

Attachments

1127 ARKANSAS AVENUE DORMONT

CONTENTS:

1: APPLICATION
2: DMV REPORT/ PROOF OF RESIDENCY
3: LETTER TO APPLICANT
4: SITE INSPECTION
5: DIGITAL PICTURES

THE BOROUGH OF DORMONT

Accessible (HP) Parking Signs

APPLICATION

Date 9 M / 10 / 2012 YEAR

Name Patricia S. Napierkowski

Address 1127 Arkansas Ave Apt#

Home Phone 412-563-4372 Work Phone 412-215-9474

1. To the Applicant:

A. Do you possess a HP or PD plate registered to the Commonwealth of PA?
(YES) NO (please circle)

Vehicle Model Subaru Year 2005 Plate 30876 - PD

B. Are you a resident of the Borough?
(YES) NO (please circle)

C. Do you have accessible private off-street parking in a driveway, parking pad, or garage at your residence?
YES (NO) (please circle)

2. The Application and or Renewal must be accompanied by a completed copy of the attached Physician's certification.

Please check one:

New Application ✓ Renewal of Existing Sign

Signature Patricia S Napierkowski Date 9 / 10 / 2012

Office Use Only

Application Submitted Date 9 / 16 / 2012 JK Site Inspected Date 9 / 20 / 2012 JK

Approved Denied Police Chief Initials

Work Order Issued Date / / Manager Initials

BOROUGH OF DORMONT
POLICE DEPARTMENT

1444 HILLSDALE AVENUE
SUITE # 1
PITTSBURGH, PENNSYLVANIA 15216
(412) 561-8900 FAX (412) 561-3516

PHILLIP A. ROSS
CHIEF OF POLICE

THOMAS R. LLOYD
MAYOR

September 25, 2012

Patricia Napierkowski
1127 Arkansas Avenue
Pittsburgh PA 15216

Dear Mrs. Napierkowski,

There will be a meeting of the Dormont Borough Traffic and Parking Commission on **Tuesday October 9, 2012 at 7:00 P.M** in the Borough Council Chambers concerning your application for a handicapped parking space at **1127 Arkansas Avenue.**

In order to complete the process, your attendance is required.

If you have any questions, please call Handicapped Parking Coordinator James Kolesky at 412-561-8900 x 300 or voice mail #372.

Sincerely,

James Kolesky,
Handicapped Parking Coordinator

Cc: Dormont Borough Traffic and Parking Commission

SITE INSPECTION
1127 ARKANSAS AVENUE

On 09/20/2012, James Kolesky performed a site inspection of 1127 Arkansas Avenue, in regards to an application for a Handicapped Parking Space.

Kolesky observed that when you exit the front of the residence you walk directly down a set of 12 steps onto a sidewalk that runs parallel to the 1100 block of Arkansas Avenue. Parking for the 1100 Block of Arkansas Avenue is located on the same side as the applicant's residence.

Kolesky observed there is no parking in the rear of the residence. There are approximately 8 steps that lead to Tasca Alley and if the applicant parked her vehicle in the rear of her residence, the entire alley would be blocked.

There are no handicapped parking spaces issued in the 1100 block of Arkansas Avenue.

Please see digital pictures that accompany this site inspection.

James Kolesky

Handicapped Parking
Coordinator

1127
09/20/2012

09/20/2012