

MEMORANDUM

Date: November 15, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *gn*
Subject: Agreement with Laborers Local Union No. 1058

Background:

In August, the Laborers Local Union No. 1058, who represents our four clerical 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. After discussing the Borough's position with the members of the union, we have reached agreement on the terms of a new contract.

Discussion:

The union requested the following for their new contract:

1. A five (6) year contract retroactively beginning on January 1, 2011 and expiring on December 31, 2016.
2. A 3.5% wage increase retroactively as of January 1, 2011.
3. A 3.5% wage increase retroactively as of January 1, 2012.
4. A 4.25% wage increase on January 1, 2013.
5. A 3.75% wage increase on January 1, 2014.
6. A 3.5% wage increase on January 1, 2015.
7. A 3.5% wage increase on January 1, 2016.
8. A wage increase of \$1,000 for the Police Clerk.
9. The addition of the Martin Luther King Jr. Day Holiday.
10. Changes in when probationary employees receive their benefits.
11. An increase in life insurance from \$35,000 to \$50,000.
12. An increase in vacation days for new employees.
13. The addition of one personal day to go from 2 days to 3 days.

14. Sick Leave Buy Back to change from \$25 per day to the current hourly rate times 8 hours in a day.

Our counter proposal to the Union, which was ultimately accepted, was:

1. A 3% wage increase retroactive to January 1, 2011.
2. A 3% wage increase retroactive to January 1, 2012.
3. A 3% wage increase effective on January 1, 2013.
4. A 3% wage increase effective on January 1, 2014.
5. A 3% wage increase effective on January 1, 2015.
6. A 3% wage increase effective on January 1, 2016.
7. Changes to when new employees can receive their benefits to comply with Federal law.
8. Removal of any health insurance re-opener language.
9. Removal of references to specific health insurance plans.
10. Removal of language allowing alternative work schedules.
11. Changing the probationary period to six months.

The costs for these approved items are as follows:

1. \$17,794.57 in the first year of the contract for the two years of 3% retroactive wage increases, plus the 3% wage increase for 2013 and the changes in when probationary employees can receive benefits.
2. \$4,876.93 in the second year of the contract for the 3% wage increase for 2014.
3. \$5,028.27 in the third year of the contract for the 3% wage increase in 2015.
4. \$5,184.33 in the final year of the contract for the 3% wage increase in 2016.

Total cost to the Borough for the approved proposals over the life of the contract is \$28,395.74. Funds have been placed in the FY 2013 Budget to cover these expenses. The attached contract reflects all of the changes noted above and is ready for Council approval.

Recommendation:

I recommend that Council approve the six year contract with the Laborers Local Union No. 1058 beginning retroactively on January 1, 2011 and continuing until December 31, 2016.

JN

Attachment

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, 2011 THROUGH DECEMBER 31, 2016

I. TERM OF AGREEMENT

The term of this Agreement shall be for a period of six years, beginning January 1, 2011 through December 31, 2016. 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 shall be paid under a five 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%, and from Step 4 to Step 5 is 5%.

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:

BOOKKEEPER	January 1, 2011	January 1, 2012
Step 1 (Probationary Year):	\$36,771.57	\$37,874.72
Step 2:	\$39,069.79	\$40,241.89
Step 3:	\$41,368.01	\$42,609.06
Step 4:	\$43,666.24	\$44,976.22
Step 5:	\$45,964.46	\$47,343.39

POLICE CLERK	January 1, 2011	January 1, 2012
Step 1 (Probationary Year):	\$23,271.70	\$23,969.85
Step 2:	\$24,726.18	\$25,467.96
Step 3:	\$26,180.66	\$26,966.08
Step 4:	\$27,635.14	\$28,464.19
Step 5:	\$29,089.62	\$29,962.31

CLERK/RECEPTIONIST	January 1, 2011	January 1, 2012
Step 1 (Probationary Year):	\$23,271.70	\$23,969.85
Step 2:	\$24,726.18	\$25,467.96
Step 3:	\$26,180.66	\$26,966.08
Step 4:	\$27,635.14	\$28,464.19
Step 5:	\$29,089.62	\$29,962.31

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:

BOOKKEEPER	January 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016
Step 1 (Probationary Year):	\$39,010.96	\$40,181.29	\$41,386.72	\$42,628.33
Step 2:	\$41,449.14	\$42,692.62	\$43,973.39	\$45,292.60
Step 3:	\$43,887.33	\$45,203.95	\$46,560.06	\$47,956.87
Step 4:	\$46,325.51	\$47,715.28	\$49,146.74	\$50,621.14
Step 5:	\$48,763.70	\$50,226.61	\$51,733.41	\$53,285.41

POLICE CLERK	January 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016
Step 1 (Probationary Year):	\$24,688.94	\$25,429.61	\$26,192.50	\$26,978.27
Step 2:	\$26,232.00	\$27,018.96	\$27,829.53	\$28,664.42
Step 3:	\$27,775.06	\$28,608.31	\$29,466.56	\$30,350.56
Step 4:	\$29,318.12	\$30,197.66	\$31,103.59	\$32,036.70
Step 5:	\$30,861.18	\$31,787.01	\$32,740.62	\$33,722.84

CLERK/RECEPTIONIST	January 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016
Step 1 (Probationary Year):	\$24,688.94	\$25,429.61	\$26,192.50	\$26,978.27
Step 2:	\$26,232.00	\$27,018.96	\$27,829.53	\$28,664.42
Step 3:	\$27,775.06	\$28,608.31	\$29,466.56	\$30,350.56
Step 4:	\$29,318.12	\$30,197.66	\$31,103.59	\$32,036.70
Step 5:	\$30,861.18	\$31,787.01	\$32,740.62	\$33,722.84

- 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	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
	Day after Christmas

C. Insurance

I. Administration

- a. New employees will be eligible for insurance coverage on the first day of employment.
- b. 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.

- c. 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 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 (90) ninety day waiting period, a benefit equivalent to two-thirds (2/3) 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 employees 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 (2/3) of base pay. The premium paid by the employee shall be deducted from the employee's pay for 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 it is understood that, notwithstanding 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 provide 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 provisions 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 rate 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/she 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 the Employer shall be 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 insurance carrier that an 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.

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 in the event of the employee's death, with a double indemnity provision providing beneficiaries with the amount of \$70,000 on the event of the employee's death as a result of an accident.

4. Health Insurance

- a. The Employer shall pay the full premium for eligible employees upon review and agreement of both parties. The Borough will provide cash payment of 50% of current premium up to \$250.00 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 employees may return to the plan only during the enrollment period, which is 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, the employer shall pay full premiums for each eligible employee for:
 - (1) Dental Care - The Borough shall provide high-option Dental Plan coverage for the employee and their families. **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 - The Borough shall provide vision coverage minus a \$10.00 deductible.

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 Medical Leave Act

1. Eligibility and leave Requirements

- 1.1 Dormont Borough is covered under the Family and Medical leave Act of 1993 (FMLA or Act). Any Dormont Borough employee with at least one (1) year of service and who has worked at least 1250 hours in the last 12 months will be eligible to take up to 12 weeks of FMLA leave during a 12 month period for any of the following reasons:
 - a. The birth of a son or daughter and in order to care for such son or daughter (leave must be taken and completed within 12 months after birth), or
 - b. 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 12 months after placement), or
 - c. To care for a spouse, son, daughter, or parent with a serious health condition, or
 - d. An employee's own serious health condition that makes the employee unable to perform the functions of his/her job.

- 1.2 The twelve month period is calculated on a rolling basis by counting backwards from the date of a leave request.
- 1.3 FMLA leave for birth or placement under 1.1a and 1.1b, must be taken at one time in consecutive days or weeks. Leaves of absence due to serious health conditions under 1.1c and 1.1d 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.
- 1.4 If both spouses are employed by Dormont Borough and are otherwise eligible for FMLA leave, they are permitted to take only a combined total of 12 weeks leave during any 12 month period for reasons set forth in 1.1a or 1.1b.
- 1.5 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 12 week FMLA leave. Once accrued paid leave has been exhausted, the remainder of any FMLA leave shall be unpaid.
- 1.6 Any employee using unpaid FMLA leave shall not be entitled to holiday bereavement, or jury duty pay while on such leave.
- 1.7 During any period of FMLA leave, Dormont Borough will continue to make premium payments to maintain an employee's health care 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, Dormont Borough will terminate health care coverage for the duration of the leave period. Coverage will be restored upon return to work.
- 1.8 Dormont Borough 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 Dormont Borough 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

- 2.1 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.
- 2.2 The notice referred to in 2.1 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 Dormont Borough office.
- 2.3 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 Dormont Borough within fifteen (15) days of Dormont Borough's request for such forms may result in denial of leave until certification is provided or revoking an employee's entitlement to continue leave.
- 2.4 Employees requesting an 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 Dormont Borough (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.
- 2.5 Employees are required to notify Dormont Borough 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.
- 2.6 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.
- 2.7 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. Dormont Borough Responsibility

- 3.1 Dormont Borough shall designate any leave as FMLA leave 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.
- 3.2 If Dormont Borough has reason to doubt the validity of any medical certification provided, Dormont Borough may, at its own expense, require second opinion of a health care provider approved or designated by Dormont Borough, so long as the provider is not employed on a regular basis by Dormont Borough. If there are conflicting medical opinions, a third opinion, which will be final and binding on both Dormont Borough and the employee, may be required by Dormont Borough, at the Borough's expense, from a health care provider approved jointly by Dormont Borough and the employee.
- 3.3 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 Dormont Borough's option, to an alternate position having equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.
- 3.4 Dormont Borough 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

- 4.1 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. Dormont Borough is not obligated to reinstate any employee whose job position is eliminated while on leave.

4.2 Employees designated by Dormont Borough as "Key" employees may be denied restoration if necessary to avoid substantial grievous economic injury to Dormont Borough's operations, in accordance with the express provisions of the FMLA. These key employees are among the ten percent 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, Dormont Borough will notify that employee and offer him/her an opportunity to return to work. If that employee elects not to return to work, Dormont Borough 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 injury.

5. Notification of Rights

5.1 "Dormont Borough will not interfere with, restrain or deny the exercise of any right provided under the FMLA. Dormont Borough 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 and may bring an action in any federal or state court against Dormont Borough 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 effect 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 effect Dormont Borough's obligation to provide greater leave benefits that is 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 your rights under FMLA is posted with Dormont Borough'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 \$150 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 the 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 .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 28th 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.
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. His 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 vacation must take two weeks in no less than one-week increments
 - c. Those eligible for five weeks vacation must take three weeks in no less than one-week increments

However, 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 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
Bachelors Degree	\$600.00
Masters 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
 - 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. 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. (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 employee's 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.

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 after the end of the period used in calculating a lump sum payment
 - d. 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 statutes or regulations would cause a different method of selection or retention.

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 after 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 15th 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 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.
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 future 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

Jeff Naftal
Borough Manager

Willard McCartney
President of Council

ATTEST:

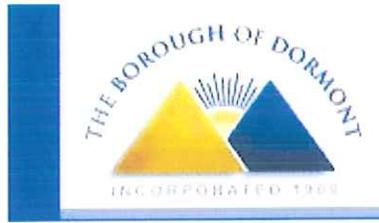
WITNESS

LOCAL UNION 1058

ATTEST:

WITNESS

PRESIDENT-BUSINESS
MANAGER LABORERS' DISTRICT
COUNCIL OF WESTERN
PENNSYLVANIA



MEMORANDUM

Date: November 15, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Ordinance No. 1593 – Temporary Special Event Signs

Background:

Earlier this year, Council asked staff to prepare an Ordinance which would address concerns about the size and quantity of temporary special event signs. An Ordinance was drafted and was approved by the Planning Commission. It was then sent to the County as required by State law for their review. Since the 45 day waiting period has expired and the County has not submitted any comments on this Ordinance, we are now free to adopt it.

Discussion:

Ordinance No. 1593 is attached for your review. It modifies the existing Code language by increasing the maximum signage allowed for a temporary special event from one sign to one sign per property. It then expands the maximum allowable area for these signs from 20 square feet to 128 square feet but no more than 64 square feet at any one location. So for example, a special event could have 2 signs at 2 separate locations of 64 square feet each or 4 signs at 4 separate locations of 32 square feet each or 3 signs at 3 separate locations with 2 being 32 square feet and one being 64 square feet.

Recommendation:

I recommend that Council adopt Ordinance No. 1593 regulating Temporary Special Event Signs.

JN

Attachment



ORDINANCE NO. 1593

AN ORDINANCE AMENDING CHAPTER 210 ZONING §210-81(E) OF THE CODE OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA RELATIVE TO THE ERECTION OF TEMPORARY SPECIAL EVENT SIGNS

WHEREAS, the Dormont Borough Council adopted Ordinance Number 1449 on July 3, 1994 and it was subsequently codified as Chapter 210, Zoning; and

WHEREAS, Subsection §210-81(E) provides regulations for the erection of “temporary special event signs” limiting the size of such signs to a maximum of twenty (20) square feet in area; and

WHEREAS, the Council wishes to amend this language and add provisions as established herein below;

NOW, THEREFORE, Section 210-81(E) is hereby amended as follows:

Section 1. Temporary special event signs shall be permitted with the following restrictions:

(A) Temporary special event display signs, as defined by this chapter, shall be permitted to be erected on any lot containing a public building, church, or a building housing a nonprofit organization, **provided that the total area of all signs for the special event shall not exceed 128 square feet and provided that no one sign may exceed 64 square feet.**

(B) No more than one (1) sign shall be permitted at any one location.

(C) The temporary special event display signs shall be displayed for a period no longer than 30 days and must be removed within five days following the event that it is erected to promote.

(D) The temporary special event display sign shall be either securely affixed to the building or to an existing freestanding sign or, if freestanding on the lot, shall be securely anchored and shall be located outside the public street right-of-way, behind any sidewalk and in a location which does not constitute a public safety hazard for pedestrian or vehicular traffic.

Section.2. Any Ordinance or Resolution or part of an Ordinance or Resolution in conflict with any provision of this Ordinance is hereby repealed.

IT IS HEREBY ORDAINED AND ENACTED BY THE DORMONT BOROUGH COUNCIL ON THIS 3rd DAY OF DECEMBER, 2012.

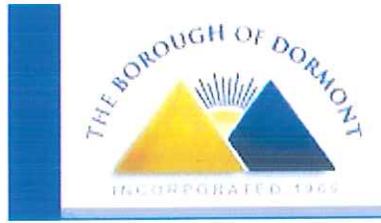
ATTEST:

BOROUGH SECRETARY

BY: COUNCIL PRESIDENT

APPROVED on this _____ day of _____, 2012

MAYOR



MEMORANDUM

Date: November 15, 2012

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *gn*

Subject: Ordinance No. 1594 – Front Yard Fences

Background:

Earlier this year, Council asked staff to prepare an Ordinance which would address concerns about a change that was made to allow front yard fences. Both the Solicitor and I felt that the new language was too restrictive and could be easily challenged in court. Therefore, an Ordinance was drafted and was approved by the Planning Commission to modify the language to still allow front yard fences but to broaden the varieties that could be constructed. It was then sent to the County as required by State law for their review. Since the 45 day waiting period has expired and the County has not submitted any comments on this Ordinance, we are now free to adopt it.

Discussion:

Ordinance No. 1594 is attached for your review. It modifies the existing Code language by repealing the added language in Section 210-67 of the Code of Ordinances and instead making front yard fences a Conditional Use, subject to approval by both the Planning Commission and Borough Council. Because front yard (and front side yard) fences will now be a Conditional Use, they will need to meet the following criteria for approval:

1. Fences cannot be higher than 4 feet.
2. Fences cannot be made of chain link or barbed wire.
3. Fence materials must be consistent with the neighborhood and surrounding properties.
4. Fences must contain openings equal to at least 75% of the surface area of the fence.
5. Fences must be at least 5 feet from the right-of-way.

The Solicitor and I, as well as a majority on the Planning Commission, feel that these changes protect the Borough and will make it easier for residents to have front yard fences if they choose.

Recommendation:

I recommend that Council adopt Ordinance No. 1594 making front yard fences and front side yard fences permissible as a Conditional Use.

JN

Attachment



A ORDINANCE OF THE COUNCIL OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE FENCE ORDINANCE TO MAKE FRONT AND FRONT SIDE YARD FENCES A CONDITIONAL USE IN ALL RESIDENTIAL ZONING DISTRICTS SUBJECT TO CONDITIONS SET FORTH IN SECTION 210-62 (LL).

WHEREAS, Council for the Borough of Dormont desires to place reasonable conditions on the placement of fences in front and front side yards.

WHEREAS, such conditions will protect the health, safety and general welfare of the community.

NOW, THEREFORE, be it ordained and enacted in to law the following amendments by the Council of the Borough of Dormont and is hereby ordained as follows:

Section One. Section 210 -67 regarding Front and Side Yard Fences is repealed and Front and Front Side Yard Fences are made a conditional use in found in Section 210-62 (LL).

Section Two. Paragraph (LL) is added to section 210-62 stating as follows:

Front yard and front side yard fences shall be made conditional use in all residential Zoning Districts subject to the following criteria:

- a. Fences may not exceed four (4') feet in height.
- b. Barbed wire or chain link fences are not permitted in the front and front side yards.
- c. Fencing material and design shall be consistent with the neighborhood and the other surrounding properties.

- d. Fences must contain openings equal to at least seventy-five (75%) percent of the surface area of the fence.
- e. Fences shall be no less than five (5') feet from the right-of-way.

Section Two. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section Three. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith, except to the extent otherwise provided herein, are hereby repealed. The following Ordinances or parts thereof are specifically repealed.

ORDAINED AND ENACTED into law this 3rd day of December, 2012.

ATTEST:

BOROUGH OF DORMONT

By: _____
 Jeffrey Naftal
 Borough Manager/Secretary

By: _____
 Willard McCartney
 President

Examined and approved by me this _____ day of _____, 2012.

By: _____
 Mayor