

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding ()
()
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Between () Fact-Finding Report
() and
The Borough of Pleasant Hills () Recommendations
()
and ()
()
Utility Workers Union of America, () Case No. PERA-F-13-93-W
AFL-CIO, Local 433 ()

Thomas L. Hewitt
Fact-Finder

Michael J. Yagercik
Mediator

District

Gretchen Love, Esquire
Cambell, Durrant, Beatty, Palombo & Miller

Deborah Englert, Borough Manager
Brad Rodeheaver, Borough Council (w)
Daniel Soltesz, Borough Council (w)

(w) witness

Association

Joseph S. Pass, Esquire
Jubelierer, Pass & Intrieri

Joseph G. Swenglish, Local Union President
Bernie LaBelle, National Union Repr.
Robert J. Nix, P.H.A. (w)
William J. Sterner, Region II Staff Repr.

Filed	April 19, 2013
Appointment	May 21, 2013
Hearing	June 24, 2013
Report Issued	July 1, 2013
Reporting Date	July 12, 2013

FACTS

On April 14, 2011, a secret ballot election was conducted by the Pennsylvania Labor Relations Board and all full-time and regular part-time non-professional employees of PLEASANT HILLS BOROUGH voted to have the UTILITY WORKERS UNION OF AMERICA, AFL-CIO, represent them for collective bargaining purposes. The bargaining unit was composed of four diversified departments of employees, which were the Public Works, Authority, Administration and Dispatchers. Each department operated independently and had different working patterns and practices. The Borough's Employee Handbook outlined the benefits and conditions of employment and was used as a guide in negotiations of the parties first Collective Bargaining Agreement.

After two years of negotiations and even with the assistance of State Mediator Michael; J. Yagercik, the parties failed to reach an agreement on a labor contract and upon impasse, the matter was referred to Fact-Finding. The Pennsylvania Labor Relations Board appointed Thomas L. Hewitt as Fact-Finder. The parties submitted issues in dispute and their positions to the Fact-Finder in advance of the hearing, in compliance with Public Employee Relations Act 195 of 1970. A Fact-Finding hearing was held at the Penn Hills Borough offices on Monday, June 24, 2013. The parties were provided the opportunity to present positions on the issues in dispute and support them with exhibits, evidence, reports, statistical data and testimony.

A rather comprehensive contract had been developed and reduced to writing covering all articles of the Labor Agreement. Tentative agreements were reached on several articles and the disputed articles each contained many issues therein which were tentatively agreed upon. A substantial amount of work had been put forth by the parties in an effort to resolve all issues.

Statistical data presented showed the Borough, containing 2.6 miles. was 97% built out. The data evidenced 4.7% of the properties are vacant and there is a population decline, accompanied with an increase of retired residents. The Borough's budget and expenditures were submitted and reviewed which outlined the distress the community is experiencing as a result of a financial shortfall. Tennis courts could not be resurfaced as a result of economic conditions and a local resident restored them to use using his own wherewithal.

Many municipalities are experiencing similar conditions. Evidence shows this Borough is planning and working diligently to preserve its excellent community. It is understandable that economics were the stumbling block to achieve an agreement.

The Fact-Finder took into consideration all the evidence, positions and presentations concerning the economics of the situation, as well as prior practices of administration, when he found the below listed facts and total contract language recommendations.

THE COMPLETED ARTICLES AND APPENDIX ONE LISTED BELOW ARE TENTATIVE AGREEMENTS AND/OR FINDINGS OF FACT THAT ARE INCORPORATED INTO AND BECOME THE TOTAL AND COMPLETE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES.

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TENTATIVE AGREEMENT
ARTICLE 1 – Recognition (TA 10/30/12)

Section 1 The Borough agrees to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and terms and conditions of employment for those individuals employed by the Borough who fall within the order of certification issued by the Pennsylvania Labor Relations Board on April 22, 2011, in Case No. PERA-R-11-32-W, which includes:

All full-time and regular part-time non-professional employees including, but not limited to, truck drivers, laborers, mechanics, labor foremen, head mechanics, plant operators, lab technicians, press operators, administrative coordinators, accounting employees, billing specialists, AP/AR specialists, building/zoning assistants, payroll supervisors, desk supervisors, and desk officers, and excluding management-level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

The term “employee” as used in this Agreement applies to all individuals occupying such jobs as set forth in the certification.

Section 2 Definitions:

A full-time employee is defined to include individuals who are regularly scheduled to work a minimum of thirty-five (35) hours per week.

A regular part-time employee is defined to include individuals who are not assigned to a temporary/seasonal or probationary status and who are regularly scheduled to work less than thirty-five (35) hours per week.

Temporary or seasonal employees are those individuals who are hired as interim replacements to temporarily supplement the work force for a limited time period or to assist in the completion of a specific job. Temporary or seasonal employees retain their status unless and until notified of a change. Temporary or seasonal employees are not part of the bargaining unit and are not entitled to any benefits contained in this agreement. In general, seasonal employees shall work during the months of April through September and shall not work more than eight hundred (800) hours (either of which may be extended by mutual agreement of the parties).

Section 3 The Borough shall have the authority to create new bargaining unit positions. In such an event, the Borough shall give the Union notice of the creation of the new position and upon request from the Union will negotiate the wage rate.

The Borough shall provide the Union with the name, address, hire date, department and job title of each new bargaining unit employee prior to the start date of the new employee.

TENTATIVE AGREEMENT
ARTICLE 2 - Management Rights (TA 10/30/12)

The management of the Borough and the direction of the working force are vested exclusively with the Borough, its elected officials and management staff, subject to the terms of this Agreement. The management rights of the Borough include, but are not limited to, the sole right to hire, discipline and discharge with just cause; lay off; assign, promote and transfer employees; determine the starting and quitting time and the number of hours to be worked; the right to introduce new technology and methods; the right to determine levels of service; and to make such rules relating to operations, safety, and employee conduct as the Borough shall deem advisable, subject only to the limitations governing the exercise of these rights as are expressly provided in the Agreement.

The right to manage shall include the right to contract out any and all work as has been subcontracted in the past and/or to use volunteers. The parties recognize that certain bargaining unit work has been performed by subcontractors and/or volunteers in the past and it is the intention of the parties to codify this practice. This work includes, but is not limited to, sanitary sewer line repairs;

cleaning manholes (VAC truck); work requiring a certified electrician; work requiring equipment or tools not in the possession of the Borough; front end alignments; state inspections; maintenance or repair work that is covered by a warranty; HVAC maintenance and repair; laboratory testing that falls outside the scope of a certified laboratory; inspection work; work performed by volunteers to clean up or better the community; and work performed by individuals referred by the criminal justice system. The right to manage shall also include the right of supervisors or managers to perform bargaining unit work for training purposes or emergency work when all appropriate bargaining unit employees have been utilized. It is the intention of the parties to continue to permit supervisors and managers to perform bargaining unit work in the same manner as has been in the past. This includes the use of managers and supervisors to respond to alarms at the plant and to take appropriate remedial measures to address the events that caused the alarm; to perform inspection work with the Township Engineer; and to operate vehicles to perform snow plowing when all other eligible drivers are in service.

FINDING

ARTICLE 3 - Conformance to Law, Savings and Zipper Clauses

Section 1 This Agreement shall be subordinate to all present and future federal and state laws applying to the Borough and in case of conflict between any part of this Agreement and any such laws, the laws shall govern.

Section 2 Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, executive order, or by any decree of a court of competent jurisdiction, the invalidation of such part or provision of this Agreement shall not invalidate the remaining provisions hereof and such remaining provisions shall remain in full force and effect.

Section 3 This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make, and none of the parties shall be bound by or be liable for, any statement, representation, promise, inducement, or agreement not set forth herein. This Agreement spells out the total agreement in its entirety between the parties, including wages, salaries, pensions and all fringe benefits, and there shall be no other additions or changes during the term of the contract. Any such matters or subjects not herein covered, have been satisfactorily addressed, compromised or waived by the parties for the life of this Agreement, and no past practices or understandings existing prior to the date of this Agreement are intended to survive unless specifically included in the terms herein.

Rationale:

The parties had the opportunity to present practices and issues in negotiations. They addressed practices such as a declaration of emergencies, comp time and relief situations. To leave the door open on non-presented issues could result in a never-ending line of disputes over practices, which a contract is designed to eliminate.

FINDING

ARTICLE 4 - Continuity of Work (no strike /no lockout)

Section 1 The Union agrees that, during the life of this Agreement, neither it nor its officers, representatives or members will, for any reason, directly or indirectly, call, cause, assist, encourage, participate in, condone, ratify, or sanction any strike, sympathy strike, sit-down, sit-in, slowdown, boycott, stoppage or other form of interruption of work.

Section 2 The Borough agrees that it shall not cause or engage in any lockout during the life of this Agreement.

Rationale:

Borough has the right to discipline for just cause. Violation of contract provisions is a determination subject to the grievance procedure.

FINDING

ARTICLE 5 – Union Security and Dues Deduction

Section 1 Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who thereafter becomes a member of the Union during the term of this Agreement, shall maintain his/her membership in the Union for the duration of this Agreement, with the provision that any employee may resign his/her membership during the period of fifteen (15) days PRIOR TO THE EXPIRATION of this Agreement, in conformance with applicable state law. The payment of uniform periodic dues and assessments while a member of the Union shall be a requisite condition of employment for all employees, except as modified by the fair share provision of this Article.

Section 2 The Borough agrees to deduct the Union membership dues and assessments from those employees who individually request in writing that such deductions be made. The specific amounts to be deducted shall be certified to the Borough by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union by the last business day of the month such deductions are made.

Section 3 If the Borough is unable to make such deductions from an employee's pay due to the employee being off because of sickness, vacation, temporary lay-off or any other reason, the Union will notify the Borough in writing, after said employee returns to work, of the delinquent amounts owed by said employee and the procedure the Borough shall use to deduct the delinquent monies.

Section 4 The Union shall indemnify and hold the Borough harmless against any and all claims, suits, orders of judgment, demands or other forms of liability brought by or issued against the Borough as the result of any action taken, initiated or brought against the Borough as a result of the provisions of this Article.

It is agreed that neither an employee nor the Union shall have any claim against the Borough for any deductions made or not made, as the case may be, unless a claim of error is made by the Union in writing to the Borough within thirty (30) calendar days after the date of such deductions were or should have been made.

Rationale:

Acceptable and reasonable public employee standard.

TENTATIVE AGREEMENT
ARTICLE 6 – Responsibilities of the Parties (TA – 9/25/12)

Section 1 The Borough, and its officers and representatives, at all levels, are bound to observe the provisions of this Agreement. The Union, and its officers and representatives at all levels, are bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. Neither the Union nor the Borough shall intimidate or coerce employees into joining the Union or continuing their membership therein.
2. The Borough shall not 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 Borough against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union. There shall be no discrimination, restraint or coercion against any employee because of Union activity.
3. Except as otherwise provided in this Agreement, neither Union representatives nor Borough employees shall engage in Union activity while on duty or in Borough work areas. The Borough may take disciplinary action against any employee who engages in such Union activities while on duty or in work areas unless otherwise approved by provisions of this Agreement. Nothing contained herein shall be construed to prevent a Union representative or steward from contacting management representatives regarding personnel related matters during working hours.

Section 2 The Borough and the Union agree that no provision of this Agreement shall be applied to discriminate against any employee or with respect to hiring, compensation, terms or conditions of employment, because of an employee's race, color, sex, creed, religion, disability or national origin. The parties agree that they will not limit, segregate or classify employees in any way to deprive any employee of employment opportunities because of age, race, color, creed, religion, sex, disability, or national origin.

Section 3 The Union's Representative or Business Agent shall at all times have access to the Borough's place of business, during working hours, for the purpose of adjusting grievances and ascertaining that this Agreement is being adhered to provided, however, that the same shall be done after notifying the Borough Manager or his/her designee first, if practical, and without interruption of the Borough's work schedule.

Section 4 A written list of the Union steward and alternates and other representatives shall be furnished to the Borough, immediately after their designation, and the Union shall notify the Borough of any changes, provided that the Union shall not designate more than two (2) stewards at any given time. Alternates shall only act as stewards during the absence from work of a designated steward.

FINDING
Article 7- Seniority

Section 1 Seniority is the status secured by length of continuous service to which certain rights as defined herein accrue to a regular employee.

Section 2 All new employees covered by this Agreement shall serve a probationary period of six (6) months. The probationary period may be extended by mutual agreement between the parties. The probationary employee shall work under the provisions of this Agreement but is employed only on a trial basis, during which period the probationary employee may be discharged without further recourse provided. Probationary employees will not be eligible to receive any benefits as set forth in this Agreement. During the probationary period, neither the probationary employee nor the Union may initiate a grievance or arbitration process on behalf of the probationary employee. After successfully completing the six (6) month probationary period, the employee shall be placed on the regular seniority list with credited seniority to date of hire.

Section 3 An employee will lose seniority rights and forfeit employment if:

- a. He/she is absent from work for three (3) consecutive working days without notifying the Borough as to the reason for his/her absence;
- b. He/she quits, retires or is justifiably discharged;
- c. He/she is on lay-off for a period of two (2) years or more from last day worked;
- d. He/she fails to report to work within five (5) calendar days after recall to work sent by certified mail to the employee's last known address. Each employee is responsible for maintaining residence address information with the Borough;
- e. He/she is absent from work for a period of two (2) years whether compensated or not.

Section 4 Whenever a job opening occurs, other than an entry level job or a temporary opening, a notice of such opening shall be posted on all bulletin boards for five (5) working days. Where skill and ability are relatively equal among the bidding employees, the Borough shall fill the opening by promoting from among the applicants the qualified employee having the longest continuous service.

Rationale:

Reasonable and fair according to accepted standards.

FINDING
Article 8 - Layoffs

Section 1 If the Borough determines that it is necessary to reduce the working force, the Borough will identify the department to experience the reduction, (e.g. Authority, Public Works, Administration, and Dispatch). Within the affected department, employees will be laid off in reverse order of seniority, provided the employees with the most seniority have the necessary skills, abilities and certifications (if any) to perform the work. The Union shall be notified in writing seven (7) days prior to the effective date of the layoff.

Section 2 Employee's laid off shall be placed on a recall list and recalled by seniority by department for a period of two (2) years from the effective date of their layoff. Employees on the recall list will be recalled to fill regular vacancies in their department by reverse order of layoff provided the employee has the present skill, ability and certifications (if any) to perform the work. Employees on the recall list will be removed from the list at the end of two (2) years, or after a refusal to accept a recall, whichever occurs first.

Rationale:

Conformity of contract. Reasonable amount of time.

FINDING

Article 9 - Hours of Work , Workweek, Scheduling and Overtime

Section 1 For payroll and scheduling purposes, the regular workweek shall commence at 12:00 a.m. Monday and shall end at 11:59 p.m. the following Sunday. The municipal building is open 8:30 a.m. through 4:30 p.m. Monday through Friday. Nothing in this Article or any other Article in this Agreement shall be construed as a guarantee of any specified number of hours per day or per week.

Section 2 Due to the nature of the services the Borough provides, the work week and work schedule is subject to change based on the weather, construction projects, special events, emergencies or other circumstances. Supervisors will advise employees of changes that may be required by special circumstances. Only when the Borough determines that this flex scheduling is required by special circumstances, each employee who is required to report to work more than two (2) hours different from his/ her regular starting time shall receive an inconvenience allowance of two (2) hours straight time pay in addition to pay for all hours worked. This inconvenience pay is an allowance and not used in any pay calculation.

Section 3 Administrative employees are permitted a one (1) hour unpaid lunch period. Plant employees are permitted a half (1/2) hour paid lunch which must be taken at Plant. Public Works employees are permitted a half (1/2) hour unpaid lunch period to be taken on the fly at the work site.

Section 4 Overtime compensation, at the rate of time and one-half an employee’s straight time rate, is paid for all non-exempt employees for actual hours worked in excess of forty (40) in a work week and hours worked in excess of eight (8) in a work day. As exceptions, holiday pay and vacation days shall be considered as time worked in the calculation of days worked in the computation of overtime. In general, paid time off, including, but not limited to, sick time, personal time, compensatory time used, or any leave of absence, is not actual hours worked and will not be considered hours worked for the purposes of overtime pay, except in the case where there is an “emergency” as designated by the Borough. All overtime work must receive the supervisor’s authorization before being performed.

Section 5 For Public Works Employees - In lieu of overtime, an employee may elect to accumulate compensatory time off. Compensatory time off is earned at the rate of 1.5 hours for every hour that is worked. Compensatory time off may be used in intervals in excess of fifteen (15) minutes subject to management’s approval. Compensatory time must be used within the same pay-period that it is earned or all will be paid out as overtime.

Rationale:

Holidays and vacations are products of this Agreement and an employee should not be required to forfeit his entitlement to overtime pay for use of these contractual days. This is also an acceptable standard. Vacations are taken in full week increments, which results in a rare occasion when vacation time would be applicable.

FINDING

ARTICLE 10 – Vacation

Section 1 Vacation is earned based upon the past service. Full-Time employees who have successfully completed the probationary period shall earn vacation leave according to their anniversary date as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>
1 through 4 years	2 weeks
5 years through 9 years	3 weeks
10 + years	4 weeks

All present employees hired before April 1995 who have earned five (5) weeks of vacation shall be grandfathered and continue to receive five (5) weeks of vacation.

Section 2 In general, vacation leave shall not carry over from year to year and must be either utilized or lost. However, vacation time may be carried over to the following year with the approval of Borough Council, but must be used by March 31st.

Section 3 Employees must take their vacations in full week increments. For purposes of this Article, payment for vacation for regular full-time employees is based on an eight (8) hour day and a forty (40) hour work week at the employee's regular straight time rate. No single vacation days are permitted.

Section 4 Requests for vacation must be submitted in writing to the employee's supervisor no later than two (2) weeks in advance. While the Borough will attempt to accommodate vacation requests, the Borough may in its sole discretion deny any vacation request based on its operational needs. It is the practice of the Public Works Department to permit no more than two (2) drivers to be off on vacation at the same time. In order to maintain appropriate coverage during peak times, the Borough requires that the sector employee requesting vacation time during any peak week secure the names of three (3) individuals, who will be required to work on Saturday and Sundays during the vacation period.

Section 5 Subject to the Borough's right to set the number of full-time employees who may be on vacation at the same time, full-time employees shall select their vacation period by seniority. Vacation selection shall be accomplished by providing the most senior employee in a department with the vacation selection calendar. The most senior employee may select two (2) weeks of vacation before passing the selection calendar to the next most senior employee. Once all members of a department have selected the initial two (2) weeks, the calendar will be rotated to the most senior employee having additional vacation time to select. This process shall continue until all employees have selected their vacation time off.

Section 6 Regular part-time employees have no vacation benefit.

Section 7 Upon separation from employment for any reason, employees are not entitled to pay for any earned but unused vacation days.

Rationale:

In line with efforts of cost containment due to financial constraints of the District and protection of previous benefits.

**FINDING
ARTICLE 12 - Compensation**

Section 1 All full-time and regular part-time employees covered by this Agreement shall be paid in accordance with the following schedule:

AUTHORITY / TREATMENT PLANT						
JOB TITLE	FT/PT	2012 HOURLY RATE	2013 HOURLY RATE	2014 HOURLY RATE	2015 HOURLY RATE	2016 HOURLY RATE
Head Mechanic, Plant Operator / Foreman	FT	\$26.85	\$28.06	\$28.76	\$29.48	\$30.22
Authority Lab Technician	FT	\$25.74	\$26.90	\$27.57	\$28.26	\$28.97
Press Operator	FT	\$24.70	\$25.81	\$26.47	\$27.12	\$27.66
Plant Operator A, 20 Years	FT	\$25.74	\$26.90	\$27.57	\$28.26	\$28.97
Plant Operator A	FT	\$24.70	\$25.81	\$26.46	\$27.12	\$27.80
Mechanic/Plant Operator	FT	\$20.20	\$21.11	\$21.64	\$22.18	\$22.73
Plant Operator A, Non-License	FT	\$19.06	\$19.92	\$20.42	\$20.93	\$21.45
PUBLIC WORKS DEPARTMENT						
JOB TITLE	FT/PT	2012 HOURLY RATE	2013 HOURLY RATE	2014 HOURLY RATE	2015 HOURLY RATE	2016 HOURLY RATE
Labor Foreman	FT	\$24.55	\$25.65	\$26.29	\$26.95	\$27.64
Truck Driver	FT	\$22.69	\$23.71	\$24.30	\$24.91	\$25.54
Laborer A	FT	\$21.37	\$22.33	\$22.89	\$23.46	\$24.05

ADMINISTRATION						
JOB TITLE	FT/PT	2012 HOURLY RATE	2013 HOURLY RATE	2014 HOURLY RATE	2015 HOURLY RATE	2016 HOURLY RATE
Manager of Accounting	PT	\$28.80	\$30.10	\$30.85	\$31.62	\$32.41
Administrative Coordinator	FT	\$17.08	\$17.85	\$18.30	\$18.76	\$19.23
Zoning Department Assistant	PT	\$17.08	\$17.85	\$18.30	\$18.76	\$19.22
AP/AR Specialist	PT	\$17.08	\$17.85	\$18.30	\$18.76	\$19.23
Billing Specialist	PT	\$17.08	\$17.85	\$18.30	\$18.76	\$19.23

POLICE DEPARTMENT, NON-UNIFORMED DESK OFFICE						
JOB TITLE	FT/PT	2012 HOURLY RATE	2013 HOURLY RATE	2014 HOURLY RATE	2015 HOURLY RATE	2016 HOURLY RATE
Desk Supervisor	FT	\$18.92	\$19.77	\$20.26	\$20.77	\$21.29
Payroll Supervisor	FT	\$18.92	\$19.77	\$20.27	\$20.77	\$21.29
Desk Officer	PT	\$17.58	\$18.37	\$18.83	\$19.30	\$19.78

Rationale:

No wage increase for the year 2012. Based upon facts stated above, the next four (4) years of the Agreement are reasonable based upon the financial and tax position of the Borough.

Section 2 Pay periods: The Borough will initiate efforts to move from its existing payroll procedure to a traditional payroll process existing of either twenty-four (24) or twenty-six (26) pay periods in each calendar year. January 1, 2014 is the target date. The Borough will keep the Union informed of its progress and the parties will discuss the problems that will naturally occur when a payroll system is changed.

Rationale:

The current pay system, with its draw system, is not standard practice and creates a problem for employees in their financial procedures. With current computer and payroll systems available, this is not an insurmountable economic task as in the past.

**FINDING
Article 13 – Insurance**

The Employer shall maintain the following Insurance coverage for full-time employees:

Section 1 HEALTH INSURANCE

- A. The Borough will provide full-time employees covered by this Agreement, and their dependents, medical and prescription drug insurance coverage. Full-time employees receiving medical and prescription drug insurance coverage under this Agreement for themselves and/or their dependents shall pay fifteen (15%) percent of the current applicable coverage. In the event the total premium for coverage increases at a rate of ten (10%) percent or more, either party may request that the contract be reopened for purposes of negotiating a change in the carrier, plans, plan designs, or other cost containment efforts. A request to reopen must be made with ten (10) days of receipt of notice of an applicable rate increase and, if the parties fail to resolve any dispute within thirty (30) days of that notice, then the parties may proceed to arbitration on the issue(s), subject to the reopener as set forth above.

- B. The Borough’s health insurance plan will be the current PPO Blue High option plan provided by MEIT. The parties, during bargaining, discussed the reality that certain third parties (for example, insurance carriers, group plans, and/or legislatures) have the ability to unilaterally make changes to the health insurance arrangements being provided to the employees under the Collective Bargaining Agreement. These changes potentially include, but are not limited to, changes to plans, elimination of plans, changes to the available medical procedures (such as in-patient drug and alcohol treatment) and/ or number of treatments available during a particular time period, changes in available healthcare providers (such as hospitals or clinics) and/or healthcare professionals (such as physicians or physical therapists), changes to co-pays and/or deductibles, and elimination of insurance plan options (such as traditional/indemnity or point of service). In addition, the changes potentially include, but are not limited to, changes in record-keeping requirements and procedures, point-of-service and pre-certification rules, and in-network/out-of-network rules. The parties agree that the Borough is not a

guarantor of health insurance plans or any components of the plans being provided to the employees under the Collective Bargaining Agreement, and that the Borough has not agreed to self-insure any aspect of the plans or the components of those plans should they be modified in whole or in part or eliminated. This negotiated understanding applies to all forms of health insurance that are the subject of this Collective Bargaining Agreement.

- C. The Borough has a responsibility to timely pass on to the employees' collective bargaining representative, any written notice received by the Borough from the carrier and/or group plan of changes to the existing health plans as more thoroughly detailed above. If an insurance plan is to be eliminated or changed so substantially as to the available hospitals and/or physicians as to mean de facto elimination, the Borough shall have the responsibility to act in good faith to change the employees to a new plan and/or carrier, which is comparable to the coverage presently being provided and which costs the same or less than such coverage. The term "comparable" in this context does not mean equal to or equivalent, but that which is reasonably available. The Union, however, retains the right to grieve the Borough's determination that the plan and/or carrier are "comparable." If the Union does not agree that a plan and/or carrier selected by the Borough is "comparable," or if the employees are willing to pay the premium and/ or cost (co-pays, deductibles, etc.) difference for a more expensive plan, the Union will so state, in writing, to the Borough, within seven (7) calendar days of the plan and/or provider being presented to the Union by the Borough, or such longer period as mutually agreed to by the parties in writing. In the event the Union does not agree with the Borough's determination and is unwilling to pay for a more expensive plan, the Borough may not unilaterally implement the proposed new plan and/or provider, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this issue shall be issued within thirty (30) calendar days of the Union's written notice contesting that the plan selected by the Borough is "comparable" and shall be final and binding and will determine if the Borough is authorized to implement the new plan and/or carrier.
- D. To the extent required by law, the Borough will make available minimum essential affordable coverage to its part-time employees; the cost of such coverage shall be borne by the part-time employee.

Section 2 VISION

A vision plan is available for full-time employees (and eligible dependents) and is subject to the employee contribution rates in the same manner as the Borough's health insurance plan.

Section 3 LIFE INSURANCE

Full-time employees are provided with life insurance in the amount of \$100,000 and accidental death and dismemberment insurance in the amount of \$100,000. The Borough will comply with all federal and state tax regulations to account for the tax liability of this benefit.

Section 4 SHORT TERM DISABILITY

Full-time employees are eligible for short-term disability insurance immediately upon hire. This insurance is designed to replace income for non-work related injuries or illnesses that require more than seven (7) days off work. Disability benefits will become available after an employee has exhausted his or her sick leave bank. Short term disability benefits are calculated at sixty-seven percent (67%) percent of wages for up to one hundred eighty (180) days.

Section 5 LONG TERM DISABILITY

Full-time employees are eligible to receive long-term disability benefits after short-term disability benefits lapse, provided the necessity for such benefit continues.

Rationale:

Awareness of the constant increases in the cost of coverage and in conjunction with an effort to protect the employees' in-place benefits.

TENTATIVE AGREEMENT ARTICLE 14 – Driver's License (TA 9/25/12)

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and a driving record that is acceptable to the Borough's automobile insurer. Changes in your driving record must be reported to the Borough Manager immediately. Violations of this Article may result in discipline, up to and including discharge.

FINDING
ARTICLE 15 – Pensions

The Borough shall provide pension benefits to eligible employees in accordance with the Borough of Pleasant Hills Ordinance Nos. 421 and 893, as amended. The employee contribution rate shall be four (4%) percent of compensation, as defined by the General Employees Pension Plan document, as amended.

Rationale:

Actuarially it was determined a larger contribution was necessary to maintain a sound fund. Although not the total amount recommended, it is a significant increased effort based upon the percentage of funding. The fund is healthy and nearly one hundred percent funded. Increased recovery and accompanying results should assist in the funding.

FINDING
ARTICLE 16 – Uniforms

Section 1 Each full-time employee working in the Public Works Department or assigned to the Authority shall be entitled to be reimbursed up to Two Hundred (\$200) Dollars per year for the purchase of safety boots. Seasonal or temporary employees shall be entitled to be reimbursed up to One Hundred Fifty (\$150) Dollars a year for the purchase of safety boots.

Section 2 Employees are required to wear the uniform selected and provided by the Borough.

Section 3 Dispatchers are provided with an annual uniform allowance of One Hundred Twenty-Five (\$125) Dollars. Upon approval of a supervisor, Dispatchers may, through the purchase order system, use these funds to purchase approved articles of clothing.

Section 4 The uniform allowance shall be annual and shall not be banked from year to year.

Rationale:

Necessary and reasonable based upon costs and it is controlled against abuse.

TENTATIVE AGREEMENT
ARTICLE 18 - Grievance Procedure (TA 9/25/12)

A grievance shall be defined as an expressed difference, dispute or controversy between the Union and the Borough as to the interpretation, application, or compliance with the provisions of this Agreement. A grievance involving the interpretation, application or compliance with the provisions of this Agreement shall be handled in the following manner:

Step 1: The aggrieved employee or union steward shall first submit a grievance in writing to his/her immediate supervisor (and a copy of the grievance shall be provided by the employee to the union steward) within five (5) working days of the occurrence or employee's notice of such alleged violation. Such grievance shall include a statement as to the specific provision of the Agreement alleged to have been violated, a short statement of the facts supporting the grievance, and the relief requested. The Steward may be present at any meeting between the employee and the Borough concerning the grievance, provided such presence does not interfere with the operation of the Borough. The immediate supervisor shall review the nature and facts of the grievance and shall within five (5) working days of their receipt of the grievance, submit a written answer to the grievance. Should the supervisor fail to provide a written answer within the proscribed timeline, the grievance shall be considered denied at this step. If the Union does not proceed with the grievance to the next step within the time limits prescribed in the following sub-section, the grievance shall be considered to be satisfactorily resolved.

Step 2: Grievances that cannot be settled at the Step 1 level or are not timely responded to by the Borough within the five (5) day period shall be appealed in writing to the Borough Manager or designee (and a copy of the appeal shall be provided to the Union's Business Representative by the employee) within five (5) working days. The Borough Manager and the Union shall meet to review the nature and facts of the grievance. The Borough Manager, within ten (10) working days of receipt of the Step 2 meeting, shall submit a written answer to the grievance. (Union to review new language) Should the Borough Manager fail to provide a written answer within the prescribed timeline, the grievance shall be considered denied at this step. If the employee does not proceed with his/her grievance to the next step within the time limits prescribed in the following sub-section, the grievance shall be considered to be satisfactorily resolved.

Step 3: The Union may within ten (10) working days of the Step 2 response process the grievance to arbitration by sending written notification of its intention to proceed to arbitration. The Union, within seven (7) calendar days after sending its notice of

arbitration, will request a list of seven (7) names of persons available to act as arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties will share the cost of obtaining the arbitration list. The arbitration panel shall be composed of arbitrators from the state of

Pennsylvania who are members of the FMCS. The Union and the Borough shall alternate the right to strike first with each successive arbitration. The arbitrator shall be the person whose name remains on the list after the alternating striking. The Union shall notify the FMCS of the name chosen. The arbitrator chosen will hear the grievance subject to the rules of the FMCS relating to the arbitration of labor disputes.

In rendering a decision, the arbitrator shall be confined to the meaning and interpretation of the particular provision of this Agreement that gave rise to the grievance. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties, provided such decision is consistent with and does not violate the Borough Code or any other state or federal law.

The time limits specified herein are considered jurisdictional and must be strictly adhered to, it being the intention of the parties that all grievances be filed and processed promptly. Provided, however, the time limits specified herein may be extended by mutual agreement of the parties in writing.

The Union agrees that the provisions of this Article shall constitute the only method for adjusting employee grievances.

The costs of the arbitrator shall be shared equally by the parties.

FINDING
ARTICLE 19 - Term of Agreement

This Agreement shall become effective on January 1, 2012 and shall remain in effect until December 31, 2016.

Rationale:

This is a first agreement and it will take time for it to settle in and for stability in the Boroughs planning of its future financial obligations.

FINDING
APPENDIX ONE
EMPLOYEES ASSIGNED TO TREATMENT PLANT

1. Vacations:

Vacation is selected on a first-come, first-served basis. Employees requesting two (2) or more vacations days must get approval from the Superintendent/Foreman one (1) week in advance of the first day to be taken. No more than two employees may use a week of vacation during the same week. Vacation days cannot be used on weekends or holidays. If an employee wishes to be off on the weekend, it is his responsibility to find an employee to replace him or trade with him subject to the approval of the Superintendent/Foreman. An employee requesting to schedule a single vacation day must get approval from the Superintendent/Foreman at least twenty four (24) hours in advance.

2. Responding to Alarm:

In the case of an alarm during a non-scheduled shift, the automatic dialer will contact a pre-determined list of employees. The first employee to respond will determine the course of action based on the alarm and determine if any other employees should be called in. Any employee called in as a result of an alarm will be paid a minimum of three (3) hours of overtime regardless of the number of visits required for correction. The Borough and its designated supervisors have the discretion to determine which employees will be placed on the "pre-determined list."

3. Planned Overtime:

At the beginning of each year, Authority employees are assigned planned overtime which occurs over the weekend. Employees are permitted to switch these planned overtime occurrences provided they obtain approval from a designated supervisor.

4. Required or Forced Overtime Opportunities:

Overtime opportunities for weekend work assignments which occur because of long-term absences (workers compensation injuries and non-work related injuries/disabilities) will be filled by utilizing a separate overtime list which will be rotated on a round-robin basis.

5. Compensatory Time Off:

Compensatory time is earned at the rate of 1.5 hours for every hour that is worked as overtime in lieu of payment of overtime wages. An employee may not earn more than a total of eighty (80) hours of compensatory time in a calendar year. Any overtime worked after eighty (80) hours have been accumulated will be paid. Compensatory time off may be used in either four (4) hour or eight (8) hour intervals during any weekday excluding holidays. Compensatory time should be used in either the year in

which it is earned or within the first ninety (90) days of the next calendar year. After March 31st, accrued but unused compensatory time will be cashed out. Compensatory time off must be requested and approved before being taken following established policy.

6. Licensed Plant Operators shall be paid fifty (\$.50) cents per hour worked in the classification requiring certification.

7. Cost of required courses for use on the job, upon written request, may be advanced at time of registration by the Borough. The employee is required to sign a payroll deduction for repayment of the amount advanced to be deducted equally out of the next three (3) pays if the employee does not timely submit certification that he/she has successfully completed the course.

RESOLUTION OF ISSUES

All collective bargaining proposals or issues not addressed in this Fact-Finder's Report, whether submitted or not, are considered moot or resolved. There are no other outstanding issues and this is the total and complete Collective Bargaining Agreement.

ISSUED AT LATROBE, PENNSYLVANIA, ON THIS 1st DAY OF JULY IN THE YEAR OF OUR LORD TWO THOUSAND THIRTEEN.

Thomas L. Hewitt

**THOMAS L. HEWITT
FACT-FINDER**