

AGREEMENT

BETWEEN

Borough of Mt. Pleasant Meter  
Attendants & Crossing Guards

AND

The United Steel, Paper & Forestry,  
Rubber, Manufacturing, Energy, Allied  
Industrial & Service Workers  
International Union  
AFL-CIO-CLC, on behalf of Local Union  
14693-67

**EFFECTIVE January 1, 2022**

**EXPIRES December 31, 2026**

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## AGREEMENT

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2023 is by and between the Borough of Mount Pleasant, or its successors, (hereinafter referred to as the "Employer"), and The United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC, or its successors, (hereinafter referred to as the "Union").

### WITNESSETH:

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

#### ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours and other terms and conditions of employment for all Crossing Guards and Meter Attendants.

#### ARTICLE II - UNION SHOP

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on the effective or execution date of the Agreement, whichever is the later, shall on the thirtieth (30<sup>th</sup>) day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth (30<sup>th</sup>) day following the beginning of such employment become and remain members in good standing in the Union.

#### ARTICLE III - CHECKOFF

The Employer will make collection through payroll deduction of general and uniform Union dues, initiation fees, and assessments as such are certified by the International Secretary Treasurer of the Union. Such collection will be made without cost to the Union upon the receipt of the signed authorization cards for the individual employee and for such period of time as the check-off authorization may remain unrevoked as provided by law. The Employer shall remit to the International Secretary Treasurer of the Union each month the total sums so deducted for the month just ended along with the completed designated form.

In cases of earning insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month; provided, however, that the accumulation of dues shall be limited to two months. The International Secretary Treasurer of the Union shall be provided with a list of those employees for whom double deduction has been made.

The management of the work, the direction of the working force, the right to hire and the right to discharge for just cause are vested exclusively in the Employer subject to the provisions of this Agreement. It is not the intention of this provision to encourage the discharge of employees.

Authorized representatives of the Union may visit the plant or operations of the Employer during working hours but must not hinder or interfere with the progress of the work.

The Union reserves the right to appoint Unit President from among the employees. There shall be no discrimination against any job steward nor shall the Employer or his representative interfere with any job steward in the performance of his Union duties.

#### ARTICLE V - PROBATIONARY PERIOD

A new employee shall be classified as a probationary employee during the first thirty (30) calendar days of his employment. If his employment continues beyond such time, he shall then be considered an employee within the terms of this Agreement and shall become eligible for membership in the Union. Part-time and temporary employees shall not be considered under this Agreement for their employment, however do fall under the Schedule A wages.

#### ARTICLE VI - HOURS OF WORK

Under normal working conditions, the workday shall consist of eight (8) consecutive hours Monday through Friday. Crossing Guards shall work two (2) hours per day, Monday through Friday. All work performed in excess of the regularly scheduled eight (8) consecutive hours per day shall be paid time and one-half (1 1/2).

#### ARTICLE VII - HOLIDAYS/ PERSONAL DAYS

New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and employee's birthday shall be observed as paid legal holidays for Meter Attendants.

New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and the opening day of deer season shall be observed as paid legal holidays for Crossing Guards.

Beginning in January, 2018, Full Time Crossing Guards only will also be granted two personal days per year, to be paid as a legal holiday.

The above legal holidays shall be recognized as paid holidays and paid for as such. Employees shall be credited with time compensation for all work performed on any of these holidays in addition to their holiday pay.

Seniority is defined as the employee's length of service with the Borough. The Borough recognizes the

principle of seniority in layoffs, recalls, and promotions within the bargaining unit provided that the employee has the qualifications and ability to efficiently perform the required work.

Seniority shall be broken by: (1) discharge; (2) voluntary quit; (3) layoff for over fourteen (14) months; (4) failure to report back to work within ten (10) working days when recalled after a layoff; and (5) absence without reasonable excuse or permission from management.

#### ARTICLE IX—GRIEVANCE PROCEDURE

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

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

Second: Through the Unit President and the Chairperson of the Public Safety Committee;

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

Fourth: Should this procedure fail, the matter shall within ten (10) days be referred to an Umpire to be mutually agreed upon by the Union and the Borough. The Umpire so agreed upon shall expeditiously and without delay decide said case. The decision of the Umpire shall be final and the expenses incident to his services shall be paid equally by the Borough and the Union.

A decision reached at any stage of the proceedings outlined above shall be binding upon both parties hereto and shall not be subject to reopening by any other party except by mutual agreement.

#### ARTICLE X — PROTECTIVE CLAUSE

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

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

#### ARTICLE XI- SAFETY, HEALTH & CONDUCT

The Borough agrees to make all reasonable provisions for the safety and health of its employees. The employees agree to observe all reasonable rules and regulations of the Borough to insure the protection of life and the preservation of property.

The Borough will provided at no cost to the employee safety vests, safety paddles and the proper rain gear as needed by the employees.

The Borough and the Union agree that all Crossing Guard and Meter Attendant employees shall be subject to background checks as described in Pennsylvania Acts 34,35 and 151 and that the fees for background checks shall be paid by the Borough.

## ARTICLE XII- BULLETIN BOARDS

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

## ARTICLE XIII - WAGES

A wage scale setting forth the hourly wage rates for the various classifications and occupations represented in the performance of all work is hereby accepted by the parties hereto, attached as Schedule "A" and made a part of this Agreement. Wages will be paid every two (2) weeks.

## ARTICLE XIV - SICK LEAVE

Each employee shall be entitled to six (6) sick days per year with no accumulation provision and no buy back provisions.

## ARTICLE XV - BEREAVEMENT LEAVE

An employee having a death in his immediate family shall be given three (3) scheduled work days off with pay at their regular straight-time hourly rate. Members of the immediate family are defined herein as the employee's spouse, son, daughter, father, step father, mother, step mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchildren.

## ARTICLE XVI - UNIFORMS

The Borough will supply complete uniforms for Crossing Guards and Meter Attendants and replace same when no longer usable.

## ARTICLE XVII - ALLOWANCE FOR JURY DUTY AND WITNESS SERVICE

An employee who is called for jury service or subpoenaed as a witness shall be excused from work for the days on which he or she serves. Service as used herein, includes requiring reporting for jury or witness duty when summoned, whether or not he or she is used. Such employee shall receive, for each day of service on which he or she otherwise would have worked, the difference between the payment he or she receives for such service and the amount he or she would have earned working. The employee will present proof that he or she did serve or report as a juror or was subpoenaed and reported as a witness and the amount of pay, if any, received therefore.

## ARTICLE XVIII - LIFE INSURANCE

Crossing Guards shall receive life insurance of \$5,000.00 through the life of this Agreement.

## ARTICLE XX – NON-DISCRIMINATION CLAUSE

The Union and the Borough agree that they will not discriminate against any employee because of race, color, religion, sex, national origin, age or because of physical or mental handicap, membership or non-membership in

the Union.

### ARTICLE XIX - TERMINATION

This AGREEMENT shall become effective **January 1,2023** and shall remain in full force and effect for the period ending **December 31,2026** and shall continue to remain in full force and effect from year to year thereafter unless either party shall desire a change or termination shall send notice at least one hundred eighty (180) days prior to termination.

The parties further agree to provide one another with their respective proposal (or desired changes) of the basic agreement no later than **November 1, 2025**.


### SCHEDULE A

	Crossing Guards	Meter Attendants
January 1,2023	\$11.20	
January 1,2024	\$11.30	
January 1,2025	\$11.40	
January 1,2026	\$11.50	

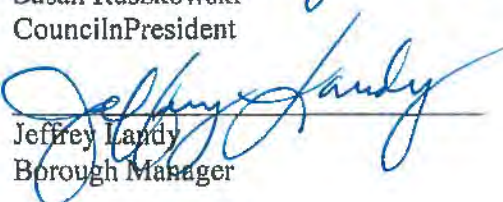
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and or officers.

**Borough of Mount Pleasant**

**United Steelworkers AFL-CIO-CLC**

  
\_\_\_\_\_  
Susan Ruszkowski  
Council President

\_\_\_\_\_  
Thomas M. Conway  
International President

  
\_\_\_\_\_  
Jeffrey Landy  
Borough Manager


\_\_\_\_\_  
John E. Shinn  
International Secretary-Treasurer

\_\_\_\_\_  
D.R. McCall  
International Vice-President, Administration

\_\_\_\_\_  
Kevin J. Mapp  
International Vice-President, Human Affairs

\_\_\_\_\_  
Bernie Hall  
Director, District 10

\_\_\_\_\_  
Daniel A. Nunzir  
Staff Representative

  
\_\_\_\_\_  
Robert Alderson  
Local Union 14693 President

\_\_\_\_\_  
Local Union Negotiation Committee