

ORDINANCE NO. 1137

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER AN
AGREEMENT WITH THE PUBLIC WORKS, MAINTENANCE AND
SANITARY SEWER MAINTENANCE DIVISION EMPLOYEES

BE IT ORDAINED and enacted by the Municipality of Monroeville, in Council assembled as follows:

Section 1. The appropriate officials of the Municipality of Monroeville are hereby authorized to enter an agreement with the Public Works, Maintenance and Sanitary Sewer Maintenance Division Employees.

Section 2. A copy of said Agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED and ENACTED this 8th day of August, 1978.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Entered in Legal Book August 22, 1978

COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into this 8th day of August, 1978, by and between the Municipality of Monroeville, a Municipal Corporation, organized and existing under the laws of the Commonwealth of Pennsylvania hereinafter called the "Municipality", and the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees of the Municipality of Monroeville, through their duly certified employee representatives.

W I T N E S S E T H:

WHEREAS, more than fifty-one (51%) percent of the members of the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees have elected duly certified employee representatives to act, bargain and execute a contract on behalf of the entire membership of the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees with the Municipality of Monroeville for the purpose of establishing wages, salaries, fringe benefits and working conditions for all members of said department for a three (3) year period beginning May 1, 1978 and ending April 30, 1981; and

WHEREAS, in pursuance of the authorization and requirements the Commonwealth of Pennsylvania, Act No. 195 of 1970, the said certified employee representatives of the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees have met and negotiated with representatives of the Municipality of Monroeville on the subject of wages, salaries, fringe benefits and working conditions for the members of the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees for the year set forth above and have reached an agreement thereon; and

WHEREAS, it is the desire of the Municipality and the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees, acting through their certified employee representatives, to reduce their set agreement to a legally binding written contract;

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties hereto agree as follows:

1. INTENT - It is the intent and purpose of the parties hereto that this agreement shall cover all matters related to wages, salaries, hours, fringe benefits, grievances, and working conditions, which, by law or otherwise, public employees are now, or may be hereafter, entitled to bargain for individually or collectively, with their municipal employers.
2. PERSONS COVERED - This agreement shall cover all persons and positions of laborers, sewer maintenance men, equipment operator I, equipment operator II, general maintenance men, mechanic and foreman in the Public Works Maintenance/Sanitary Sewer Maintenance Division, and all other organizational units created from the above mentioned units performing similar duties, except for employees designated as trainees and part-time laborers.
3. TERM OF CONTRACT - This contract shall cover the period beginning May 1, 1978 and ending April 30, 1981.

4. PUBLIC WORKS MAINTENANCE AND SANITARY SEWER MAINTENANCE DIVISION EMPLOYEES SALARIES - It is agreed that the salary schedule for the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees shall be based upon arrangements made pursuant to Municipality of Monroeville Ordinance No. 479, as last amended, provided that the five (5) step existing ranges for all positions shall be changed to three (3) step ranges beyond the probationary period. Eligibility promotion from the first (probationary) to the second step shall occur after six (6) months. Eligibility for promotion from the second to the third step shall occur after one (1) year at the second step. Eligibility from the third step to the fifth step shall be after eighteen (18) months at the third step. Promotion shall not be mandatory or automatic. The probationary step shall be ten (10%) percent lower than the second step. An across the board salary increase of forty (.40) cents per hour shall be made for the first year of the contract. An additional forty (.40) cents per hour across the board salary increase shall be made for the second year of the contract. An additional forty (.40) cents per hour across the board salary increase shall be made for the third year of the contract.
5. HEALTH CARE - In addition to the continuation of the present hospitalization plan including Blue Cross/Blue Shield and Major Medical or equal, the Municipality agrees to provide basic dental insurance equal to the provisions of the Blue Cross/Blue Shield of Western Pennsylvania Basic Dental Coverage Plan, effective as soon as administratively possible, after May 1, 1978. Beginning May 1, 1980, the Municipality agrees to provide basic eye care coverage equivalent to the basic plan as provided by Blue Cross/Blue Shield of Western Pennsylvania or subsequent companies.
6. LONGEVITY - The Municipality agrees to pay beginning in 1978 longevity payments after completion of five (5) years of municipal service, lump sum pays equal to \$125.00 with an additional \$25.00 per year of service increments for each completed year after five (5) years up to a maximum of \$500.00 after completion of twenty (20) years of service. Longevity payments will be made with the first pay in December for each year of this contract and service eligibility will be counted for longevity purposes until December 31 of each year beginning in 1978 and applicable for 1979 and 1980. Employment start date shall be used in calculating eligibility and entitlements.
7. VACATIONS - Effective May 1, 1979, the Municipality agrees to institute the following vacation schedule:
- After completion of one year service - 2 weeks
 - After completion of six years service - 3 weeks
 - After completion of twelve years service - 4 weeks
 - After completion of eighteen years service - 5 weeks
 - After completion of twenty-four years service - 6 weeks
8. HOLIDAYS - In addition to all paid holidays currently provided, under the previous contracts, the Municipality agrees to provide an additional personal holiday.

In order to be eligible for holiday pay, an employee must work the last and next scheduled work day prior to and after the holiday unless excused by the Municipality.

- 9. OTHER MATTERS - All matters pertaining to equipment and working conditions in the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees, not otherwise enumerated, shall remain within the sole province and discretion of the Municipality.

An Advisory Committee composed of labor and management shall be created to develop a recommended disciplinary code for the Public Works and Sanitary Sewer Maintenance Division Employees. Reasonable working time will be provided for development of this recommendation utilizing representatives from the bargaining group and the municipal management. This activity will take a maximum of six (6) months after commencing work.

Uniforms and safety equipment prescribed by management shall be worn at all times while on the job and as a condition of employment.

- 10. The Municipality will take all steps lawfully necessary to effect by legislation the increases in salary for the period indicated in this agreement.
- 11. All benefits provided under previous contracts and not specifically amended by this contract shall remain in full effect for the duration of this contract.
- 12. RESERVATION OF MUNICIPAL AUTHORITY - Nothing contained in this agreement shall be in any way construed so as to limit or diminish the authority of the Municipality, its Council, or Manager to operate, manage, or direct the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees covered herein, and to increase or decrease the number of position to promote, demote, suspend, discipline, or discharge any member thereof for just cause or in any way limit the authority of the Municipality except to the establishment of wages, salaries, hours, fringe benefits, grievances, and working conditions for the Public Works Maintenance and Sanitary Sewer Maintenance Division Employees.

IN WITNESS thereof and intending to be legally bound, hereby, the parties have caused this instrument to be duly executed by the authorized representatives the day, the year, herein mentioned above.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

WITNESS:

PUBLIC WORKS MAINTENANCE AND
SANITARY SEWER MAINTENANCE EMPLOYEES
(Certified Employee Representatives)

