

ORDINANCE NO. 1138

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE  
AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER  
A COLLECTIVE BARGAINING AGREEMENT WITH THE REFUSE  
COLLECTION DIVISION OF THE DEPARTMENT OF PUBLIC  
WORKS

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 a collective bargaining agreement with the Refuse  
Collection Division of the Department of Public Works.

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",

A  
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the REFUSE COLLECTION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS of the Municipality of Monroeville, acting through their duly certified employee representatives, hereinafter called the "Refuse Collection Division".

W I T N E S S E T H:

WHEREAS, more than fifty-one (51%) percent of the members of the Refuse Collection Division of the Municipality of Monroeville have elected duly certified employee representatives to act, bargain and execute a contract on behalf of the entire membership of the Refuse Collection Division with the Municipality of Monroeville for the purpose of establishing wages, salaries, fringe benefits and working conditions for all the members of the said Department for a three-year period beginning on June 1, 1978, and ending May 31, 1981; and

WHEREAS, in pursuance of the authorization and requirements of the Commonwealth of Pennsylvania Act No. 195 of 1970, the said certified employee representatives of the Refuse Collection Division 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 Refuse Collection Division for the year above set forth and have reached an agreement thereon; and

WHEREAS, it is the desire of the Municipality and of the said employees of the Refuse Collection Division, acting through their certified employee representatives, to reduce their said 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 refuse collectors and refuse collector-drivers employed in the Refuse Collection Division of the Municipality of Monroeville.

3. TERM OF CONTRACT.

This contract shall cover the period beginning June 1, 1978 and ending May 31, 1981.

4. REFUSE COLLECTOR - REFUSE COLLECTOR-DRIVER WAGES.

It is agreed that the wages for refuse collectors and refuse collector-drivers shall be increased.

|                         | <u>1978-79</u> | <u>1979-80</u> | <u>1980-81</u> |
|-------------------------|----------------|----------------|----------------|
| Wages shall be:         |                |                |                |
| Refuse Collector        | 5.861          | 6.261          | 6.661          |
| Refuse Collector-Driver | 6.065          | 6.465          | 6.865          |

5. HEALTH CARE.

In addition to continuation of the provision of a hospitalization plan and dental plan as agreed to in the immediately prior contract, the Municipality agrees to provide, at no cost to the individual, beginning the second contract year, a basic eye care plan equivalent to the basic eye care plan as offered by Blue Cross and Blue Shield of Western Pennsylvania and beginning the third contract year, a basic prescription drug coverage plan.

6. HOLIDAYS.

In addition to all paid holidays previously provided, an additional paid holiday shall be added during the first contract year. This holiday shall be a personal day. Both the anniversary and birthday holiday shall be credited at the incentive daily rate. The Monday following Easter shall be substituted for the Good Friday paid holiday.

7. LONGEVITY.

Beginning with the Contract year 1979-1980 the Municipality agrees to pay beginning in 1979 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 accounted for eligibility until December 31 of each year beginning in 1979 and applicable for 1980. Employment start date shall be used in calculating eligibility and entitlements.

8. OTHER MATTERS.

It is agreed that all other items included in the previous contract will be in full force and effect for the period of this contract, except as specifically modified by this contract.

9. MUNICIPAL ACTION.

The same provision as in the immediately prior contract shall be in effect for the duration of this contract.

10. 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, and direct the Refuse Collection Division of the Department of Public Works and its individual members, to increase or decrease the size of the said department, to promote, demote, suspend, discipline or discharge any member thereof, or in any other way limit the authority of the Municipality except as to the establishment of wages and the continuation of existing fringe benefits, sick leave and vacation programs for employees of the Refuse Collection Division.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have caused this instrument to be duly executed by their authorized representatives the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ Michael P. Lynch  
Mayor

WITNESS:

REFUSE COLLECTION DIVISION OF THE  
DEPARTMENT OF PUBLIC WORKS

CERTIFIED EMPLOYEE REPRESENTATIVES

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