

ORDINANCE NO. 1275

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 9th day of June, 1981.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June, 1981, 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",

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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 purposes 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, 1981, and ending May 31, 1984; 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 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, 1981, and ending May 31, 1984.

4. REFUSE COLLECTOR - REFUSE COLLECTOR DRIVER WAGES & DAILY ROUTE COMPLETION INCENTIVE

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

	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
Wages shall be:			
Refuse Collector	7.261	7.911	8.561
Refuse Collector-Driver	7.665	8.315	8.965

It is agreed that for the duration of this contract, refuse collectors and refuse collector-drivers shall work the basic forty (40) hour week. Legitimate sick days, vacation, and approved personal days will be considered as part of the basic forty (40) hour week for each individual covered by this contract.

It is agreed that for the duration of this contract all employees covered by this contract shall be eligible for a daily incentive payment equal to two (2) additional hours at the regular rate per hour listed above for successful completion of the assigned route.

5. STARTING TIMES AND COMPLETION OF WORK.

It is agreed that all refuse collectors and refuse collector-drivers shall commence work each day beginning April 15 and ending October 15, in each year of the contract at 5:30 A.M., and shall complete their assigned routes within the working week. For work days from October 16 to April 14 of each year of this contract, the starting time shall be as specified by the Municipal Manager but no earlier than 5:30 A.M., and refuse collectors and refuse collector-drivers shall complete their assigned routes within the working week. When authorized by the Municipal Manager, assigned routes may be completed on Saturday but in no event shall work be done after 5:00 P.M., on Saturday, and no work shall be done on Sunday.

6. DUTIES OF EMPLOYEES.

Employees subject to this agreement shall collect all Municipal refuse in accordance with Municipal ordinance, and the directions of the municipal manager. It is agreed that in addition to collection duties, all other necessary work done in conjunction with the washing and maintenance of equipment shall be performed by the members of the Refuse Collection Division as part of their required weekly duties.

7. OVERTIME.

Members of the Refuse Collection Division shall receive no payment for overtime services.

8. HEALTH CARE.

It is the intent of and it is agreed for the duration of this contract the health care benefits shall be:

1. Hospitalization - Blue Cross/Blue Shield/Plan U-100 and major medical, or equivalent;
2. Basic Eye Care - Vision Service Plan of Pa., or equivalent
3. Basic Dental - Blue Shield, or equivalent
4. Basic Prescription Drug - Blue Cross, or equivalent

9. VACATION.

It is agreed that for the duration of this contract and commencing the first year that the vacation plan for refuse collectors and refuse collector/drivers covered under this agreement shall be as follows:

After one (1) year service	- 10 days
After five (5) years service	- 15 days
After twelve (12) years service	- 20 days
After twenty (20) years service	- 25 days

Vacation pay shall be calculated utilizing the base rate x 8 hours per day plus (+) the incentive rate x 2 hours per day.

10. HOLIDAYS.

It is agreed that for the duration of this contract and commencing on the first year that the following shall be paid holidays utilizing the base rate + incentive rate:

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|------------------------|--|
| 1. New Years Day | 8. Christmas |
| 2. Monday after Easter | 9. Birthday |
| 3. Memorial Day | 10. Anniversary of Marriage or Anniversary of employment if single employees |
| 4. Independence Day | 11. Personal Holiday |
| 5. Labor Day | 12. President's Day |
| 6. Veterans' Day | |
| 7. Thanksgiving | |

11. LONGEVITY

Longevity payments begin after completion of five (5) years of municipal service at \$125.00 with an additional \$25.00 per year of completed service 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 although service eligibility will be calculated until December 31 of each year. Employment start date shall be used in calculating eligibility and entitlements.

12. ANNUAL ATTENDANCE INCENTIVE & SICK/INJURY LEAVE PLAN

It is agreed that each employee shall be provided two petty sick leave days at the beginning of each contract year. Each employee covered by this agreement will be entitled to accumulate an additional 1/2 day of petty sick leave per month of perfect attendance up to a maximum of six days per year plus the initial entitlement of 2 days per year equaling a maximum of eight days per year. Each full day or portion thereof remaining at the end of the contract year shall be compensatable to the individual at the equivalent of \$62.50 per day. Petty sick leave annual attendance incentive payments shall be made to employees entitled to payments as soon as administratively feasible after the end of the contract year.

A maximum of two days sick leave waiting period for payment of sick leave benefits shall be imposed for those employees who have exhausted their petty sick leave accumulations. Vacation days or paid holidays of an individual occurrence nature, i.e. birthday, anniversary, personal floating holiday, may be utilized in lieu of petty sick leave or when petty sick leave balances are exhausted.

When petty sick leave accumulations, vacation, and holidays of an individual occurrence nature are exhausted, payment of sick leave shall begin at the regular rate of pay upon presentation of a medical doctor's excuse after the second day. Extended illness or injury leave begins after the second day and may extend up to 125 working days at the regular rate of pay and an additional 125 days thereafter of 1/2 the regular rate of pay or the workman's compensation rate where the individual is eligible, whichever is greater. The Municipality reserves the right to require medical examinations by a doctor of its choice to maintain extended sick or injury leave entitlements.

13. PRIOR NOTIFICATION OF SICK LEAVE.

Employees failing to notify supervisory personnel of utilization of sick leave prior to 4:30 A.M. of the day sick leave is requested shall not be entitled to any payment for that day regardless of circumstances and this non-payment provision shall continue until notification does take place prior to 4:30 A.M. of each succeeding work day.

14. MEDICAL EXAMINATION.

It is agreed that periodic medical examinations may be required by the Municipal Manager and if so required will be at the Municipality's expense. After receipt of a valid medical examination and at the discretion of the Municipal Manager, an individual injured in the line of duty and not otherwise qualified for full disability, may be assigned to another position in the Municipality for which he qualifies.

15. RESIDENCY REQUIREMENT.

It is agreed that refuse collectors and refuse collector-drivers who were hired prior to this Agreement and lived outside the boundaries of the Municipality of Monroeville, may continue to live outside the boundaries of the Municipality of Monroeville. Those refuse collectors and refuse collector-drivers who presently live in the Municipality of Monroeville must continue to reside in the Municipality of Monroeville as a condition of employment. All new refuse collectors or refuse collector-drivers must reside within the Municipality of Monroeville as a condition of employment.

16. JOB SECURITY.

In the event that the Municipality elects to contract refuse collection service rather than provide refuse collection service, using its own employees, those refuse collectors and refuse collector-drivers who reside within the Municipality of Monroeville will be given the right to first refusal to any current job vacancies to which they are qualified. After each refuse collector and refuse collector-driver have been given the opportunity to fill a current job vacancy for which they qualify, the remaining refuse collectors and refuse collector-drivers who reside outside of the Municipality shall be considered for any remaining vacancies for which they qualify. To fill job vacancies under the stipulations above, shall be on a strict seniority basis. In the event that more than one individual at the same date of employment for seniority purposes and a limited number of job vacancies for which these individuals would qualify are available then the Municipal Manager would select the individual who could serve the best interests of the Municipality.

17. PENSION.

It is agreed that at least one representative from the refuse collector, collector-driver bargaining group shall meet with representatives of the Monroeville Employees Pension Plan to discuss improvements which can be considered for amendment to the plan.

18. ROUTE EQUALIZATION.

The Municipality agrees to make route increase adjustments on a periodic basis and to review on at least an annual basis the increases and decreases in route pickups with the intention of equalizing routes for all crews. It is agreed that negotiations with the duly appointed representatives of the Refuse Collection Division and the Municipality of Monroeville shall commence four (4) months prior to termination of this contract. Each member of the bargaining unit will be paid at the regular rate for whichever job classification he is performing for the particular day.

19. RESERVATION OF MUNICIPAL AUTHORITY

Nothing contained in this Agreement in any way shall be construed so as to limit or diminish the authority of the Municipality, Council or Manager to operate, manage or direct the Municipal work force; to increase or decrease the size of the Municipal work force; or in any other way limit the authority of Municipality except as to the provisions of this Agreement. Changes in policy and practice affecting members of this bargaining unit shall be discussed with the members of the bargaining unit prior to implementation.

20. ENTIRE AGREEMENT.

This Agreement represents the entire understanding of the parties. There are no other agreements, covenants which are not specifically herein set forth. Any Agreement hereto must be written and executed by the parties hereto.

21. REPEALER.

Any agreement or part of an agreement in conflict with any provision of Agreement is hereby repealed to the extent of any such conflict.

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 written above.

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

REFUSE COLLECTION DIVISION OF
THE DEPARTMENT OF PUBLIC WORKS

WITNESS:

S/ Lois Lewis

S/ Robert A. Gibson

S/ Lois Lewis

S/ Jeffrey W. Fisher

S/ Lois Lewis

S/ James R. Burrell