

ORDINANCE NO. 1578

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

BE IT ORDAINED AND ENACTED by the Municipality of Monroeville, in  
Council assembled as follows:

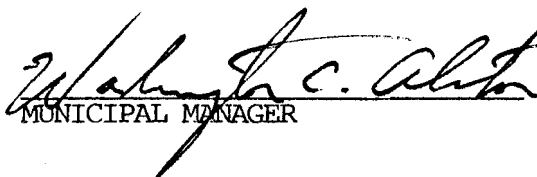
Section 1: The proper officials of the Municipality of  
Monroeville are hereby authorized to enter a Collective Bargaining  
Agreement with the Department of Public Works Maintenance and Sanitary  
Sewer Maintenance Division, said Agreement to be effective from June 1,  
1987 through May 31, 1991.

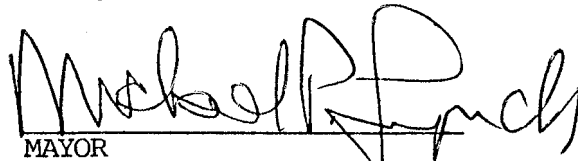
Section 2. A copy of the Agreement is attached hereto, made a  
part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 14th day of July, 1987.

(SEAL)

MUNICIPALITY OF MONROEVILLE

  
MUNICIPAL MANAGER

  
MAYOR

Entered into  
Legal Book \_\_\_\_\_

EXHIBIT "A"

A COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE MUNICIPALITY OF MONROEVILLE

AND

REFUSE COLLECTORS DIVISION, PUBLIC WORKS DEPARTMENT

COVERING THE YEARS

JUNE 1, 1987 UNTIL MAY 31, 1991

REFUSE COLLECTORS'

PARTIAL AGREEMENT 1987 - 1991

COLLECTIVE BARGAINING AGREEMENT

REFUSE COLLECTORS'  
PARTIAL AGREEMENT 1987 - 1991

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 14th day of July, 1987, 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 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".

WITNESSETH

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, 1987 and ending May 31, 1991.

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. TERMS OF CONTRACT

This contract shall cover the period June 1, 1987 through May 31, 1991.

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

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

	1987-88	1988-89	1989-90	1990-91
Refuse Collector	\$9.287	\$9.519	\$ 9.756	\$ 9.999
Collector/Driver	9.701	9.943	\$10.191	\$10.445

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

It is further 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 their regular rate per hour as listed above, for successful completion of all assigned routes.

Also, all hours worked in excess of forty hours, during the work week, will be paid at time and a half; however, the bonus does not apply to scheduled work hours above forty.

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. 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. High Option Dental - Blue Shield, or equivalent
4. Basic prescription Drug - Blue Cross, or equivalent.

Please note that the hospitalization portion of this benefit shall be governed by the conditions of the MEIT Managed Care Program which is now in effect, or as from time to time may be amended, during the duration of this contract.

8. VACATION

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

After one (1) year service	10 days
After five (5) years service	15 days
After ten (10) years service	20 days
After fifteen (15) years service	25 days
After twenty five years service	30 days

Also, please note that vacation pay shall be calculated utilizing the base rate times eight hours per day plus the incentive rate times two hours per day.

9. 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:

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

10. OTHER LEAVE OF ABSENCE

Court Leave Any employee ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty. The employer shall pay the difference between any jury duty compensation received and the employee's regular daily wage without incentive for each day of jury service. Any employee requesting court leave shall submit to the supervisor a copy of the applicable court order or subpoena.

Military Leave Employees will receive up to two (2) weeks per year of paid military leave if called to temporary or summer training duty with the armed forces as part of a military program elected in lieu of active duty. Employees requesting paid military leave shall submit to their supervisor a copy of their orders and any military compensation received from the military during the period of leave. In such case, the employer will provide the difference, if applicable, between the employee's regular pay and the amount he received from such military duty.

Bereavement Leave In the event of a death in the nucleus family of the employee, defined as a spouse or child, paid emergency leave of up to three (3) days will be granted upon request of the employee. In the event of the death of the extended family of the employee, defined as being the employee's parents, parents in law, brothers, sisters, brother and sister in laws, foster children, grandparents, grandparents in law, etc., that one (1) day of paid leave will be granted upon request so long as the travel to the funeral ceremony is feasible.

11. Longevity

Longevity payments begin after the completion of five (5) years of Municipal service at \$125 with an additional \$25 per year of completed service up to a maximum of \$700. Longevity payments will be made in the first pay of December for each year of this contract, although service eligibility will be calculated until December 31st of each year, employment start date shall be used in calculating eligibility and entitlements.

Please note: Longevity which is payable to members of the bargaining unit as of December 31, 1987, shall be paid in the amount of \$30 per year of completed service up to a maximum of \$600. Subsequent longevity payments shall be made at the rate of \$25 per year up to a maximum of \$700 for the remaining contract years.

12. Sick/Injury Leave Plan

Each member of the bargaining unit will receive at the beginning of each contract year, an allocation of ten (10) petty sick days which are to be used for minor illnesses, injuries, etc. The use of petty sick days will entitle the bargaining unit members to 100% of earnings for each of the days they may be absent with a bonafide illness or injury. Should a member of the bargaining unit exhaust all of the petty sick days allowed to him or her, they may participate in the Municipality's short term disability program which provides for  $66 \frac{2}{3}$  of the employee's regular earnings for a period not to exceed twenty six weeks. Note: This particular provision of the contract shall be reopened for adjustments to reflect the same sick/injury benefit leave program as received by the majority of bargaining units in the Municipality of Monroeville.

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 of first refusal to any current job vacancies to which they are qualified. After each refuse collector and refuse



collector-driver has 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. The filling of 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.

Employees from the Refuse Department, residing in the Municipality who are displaced for reasons other than disciplinary actions, will be given an opportunity to bump any temporary, part time or probationary employees of the Municipality of Monroeville, given that the refuse collector or collector-driver displays or can demonstrate having the appropriate skills and abilities to perform in the capacity for which he or she may be bumping. This privilege shall be extended for a period of two years during a bargaining unit member's layoff status or displacement from the refuse collection department.

#### 17. ROUTE EQUALIZATION

The Municipality agrees to make route increase adjustments on a periodic basis and to review at the beginning of each contract year 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 the current contract. Further, each member of the bargaining unit's negotiating team will be paid at their regular rate when engaged in collective bargaining negotiations on behalf of members of their bargaining unit. Such negotiations may take place either during or after the normal work day.

#### 18. 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.

#### 19. OTHER MATTERS

Uniforms The employer will furnish uniforms to employees as required and replace uniforms when worn out or damaged. A maximum of three (3) uniforms per year will be provided plus a rain suit. Uniforms and/or rain suits must be shown to the supervisor when replacement is requested and turned in when replacement is received.

Lunch and Rest period Each employee shall be entitled to a 1/2 hour lunch break and two (2) rest periods of fifteen (15) minutes each during the eight (8) hour day. The lunch break shall be taken after the fourth hour at work, but before the fifth hour at work. The first



rest break shall be taken 2 1/2 hours after starting to work and the second break taken 1 1/2 hours after the end of the lunch break. If the crew decides to forego the lunch and rest periods, they may leave work after completion of the daily route and other duties and still receive credit for a full eight (8) hours pay.

20. NEW HIRES

Wages for all persons hired to collect refuse full time, after the effective date of this agreement, shall be \$.75 per hour less than the prevailing rate afforded to regular permanent members of the bargaining unit, until such time as the employee successfully passes a six month probationary period. Upon the successful completion of a probationary period, the persons hired after the signing of this contract, shall receive \$.25 less than the prevailing rate of regular, full time members of the bargaining unit. The above provision shall not apply to any individual having been temporarily employed as a refuse collector or refuse collector-driver during the twelve month period immediately preceding the signing of this agreement.

21. 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; or in any other way limit the authority of the 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.

22. ENTIRE AGREEMENT

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

23. REPEALER

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

Washington C. Alston  
Washington C. Alston  
Municipal Manager

MUNICIPALITY OF MONROEVILLE

Michael P. Lynch  
Michael P. Lynch  
Mayor

REFUSE COLLECTION DIVISION  
PUBLIC WORK DEPARTMENT  
WAGE POLICY COMMITTEE

WITNESS:

Robert D. Gibson

Wm S Bradley

Jeffrey W Fisher

Charles A. Manuccia

Sumner R Burrell

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