

AN ORDINANCE OF THE MUNICIPALITY OF)
MONROEVILLE AUTHORIZING THE PROPER)
OFFICIALS OF MONROEVILLE TO ENTER) NO. 1581
A COLLECTIVE BARGAINING AGREEMENT)
WITH THE PUBLIC WORKS BARGAINING)
UNIT)

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 public works bargaining unit, said Agreement to be effective 1-1-87.

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


ORDAINED AND ENACTED this 11 day of August, 1987.

(SEAL)

MUNICIPALITY OF MONROEVILLE



Washington C. Alston
Municipal Manager



George C. Dale
Deputy Mayor

Entered into Legal
Book on 8-21-87

(ORA1581)

EXHIBIT "A"

A COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

MUNICIPALITY OF MONROEVILLE

PUBLIC WORKS MAINTENANCE AND SANITARY SEWER
MAINTENANCE DIVISION BARGAINING UNIT

COVERING THE YEARS

JANUARY 1, 1987 THROUGH AUGUST 31, 1991

AGREEMENT

THIS AGREEMENT is made and entered into this 11 day of Aug., 1987, by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Employer", and the Public Works and Sanitary Sewer Maintenance Division Bargaining Unit, hereinafter designated as the "Bargaining Unit".

WITNESSETH:

WHEREAS, the parties hereto recognize that complete and uninterrupted service is of vital importance to the health, welfare, safety and comfort of the community, and, desiring to establish a standard for wages and other conditions under which members of the Bargaining Unit shall work for the Employer during the term of this Agreement; and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation and mutual objectives and averting interruptions and interference of service to the community;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE I
RECOGNITION

1. The Employer recognizes the Bargaining Unit as the sole and exclusive bargaining agent for all regular Public Works and Sanitary Sewer Division workers of the Employer comprised of Laborers, custodians, general maintenance, equipment operator I, equipment operator II, mechanic and special use classification comprised of journeyman, utility and heavy equipment mechanic, but excluding working foremen, assistant superintendents, superintendents, professional, management-level employees, supervisors, confidential employees, temporary, recreational employees, seasonal employees, and guards, in accordance with the certification of the Pennsylvania Labor Relation Board.

2. A seasonal employee is defined as any employee hired to perform work of a seasonal nature, (for example, summer help) and whose period of employment shall not exceed one hundred and twenty (120) calendar days.

ARTICLE II

MANAGEMENT RIGHTS

1. The Management of the Municipality and the direction of the working forces are vested exclusively with the Employer, except where expressly limited by a specific provision of the Agreement. Matters for inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as:

- (a) The functions and programs of the Employer;
- (b) Standards of service;
- (c) Its overall budget;
- (d) The utilization of technology;
- (e) The organizational structure; and
- (f) Selection and direction of personnel.

The above set forth management rights are by way of example, but not by way limitations.

2. The Bargaining Unit, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.

3. There shall be no individual agreements between employees and the Employer.

4. Nothing herein contained is to be construed to mean that an employee or group of employees have inherent rights to a particular task or job.

ARTICLE III

GENERAL CONDITIONS

It is the intent and purpose of the parties hereto that this Agreement will set forth the rates of pay and other conditions of employment, and will promote and improve orderly and peaceful relations between the parties in order to achieve uninterrupted operations in the Department of Public Works except for the Refuse Collection Division as well as the highest level of employee performance consistent with safety, good health, and sustained effort. In addition to the conditions that may be provided elsewhere in this Agreement, the following shall be observed.

1. It is the policy of the Employer and the Bargaining Unit that there will be no discrimination against any employee or applicant for employment on account of race, color, creed, sex, age, or natural origin. In addition, there shall be no discrimination, restraint or coercion against any employee because of membership in the Bargaining Unit.

2. Words used in the Agreement in the masculine gender shall include the feminine and the neuter.

3. Bargaining Unit activities shall not interfere with the normal operation of the Employer's services.

4. Working foremen excluded from bargaining unit will be permitted to perform bargaining unit work provided such work is not created to result in lay off or lost time for bargaining unit members. All other supervisors will not be permitted to perform bargaining unit work except in an emergency or for training purposes. It is agreed that the present number of working foreman positions who perform bargaining unit work shall not be increased during the term of this Agreement; however this provision shall not apply to any other supervisors or management-level employees.

5. It is recognized that the Employer may introduce a revision in the method or methods of operation or revise job duties, including technological advances. The Employer agrees that if substantial changes are made in the regular job duties or requirement of any job, either party may propose a revision of the wage standards for that job. In the event the parties cannot agree upon a revision of the wage standards, the matter shall be handled in accordance with the grievance procedure set forth in this Agreement. In the event a new job is created, and the parties cannot agree upon the wage standard and the Bargaining Unit shall have the right to appeal the matter through the grievance procedure of this Agreement.

6. Employees may be subject to a mechanized time-keeping system at the discretion of the Employer.

7. In the event that an employee suffers a non-work related illness or injury which renders him temporarily unable to perform his duties but he is physically capable of performing the duties of a vacant position in the Municipality, the Employer shall have the right to place the employee in such position. An employee assigned to light duty shall continue to receive the rate of pay associated with his regular job classification. Nothing in this section shall be construed to limit the Employer's right to place an employee on disability retirement. However if an employee does not choose disability retirement when such employee recovers from his non-work related illness or injury, he shall have a right to return to the position he held immediately prior to such disability.

8. When a job is created or vacated, such a job shall be posted for a period of five (5) working days. Nothing shall diminish management right to fill jobs or abolish jobs. Employees shall not be permitted to move laterally or move into a lower-rated job more than twice in a one (1) year period. If an employee is interested in being considered for the position, he must file a written bid with the Municipal Manager within five (5) working days of the posting. Vacancies shall be filled within ten (10) days from among qualified employees, giving consideration to the following factors;

- a. Ability to perform the work, as determined by periodic evaluation and demonstrated proficiency,
- b. Physical fitness, as determined by sick and injury leave records
- c. Length of bargaining unit service

9. An employee who is promoted to a non-bargaining unit position shall be eligible to return to a bargaining unit position within six (6) months of the effective date of his promotion. He shall retain the seniority he had at the time that he left the bargaining unit and also be credited for seniority purposes with the period of time spent in the non-bargaining unit position. Such promotion shall not be considered a break in continuous service. However holding a non-bargaining unit position for longer than six (6) months does constitute a break in continuous service.

10. Payment of wages to the members of the bargaining unit shall be bi-weekly in accordance with present practice. If the scheduled pay day falls on any holiday provided for in this Agreement, all employees shall be paid before quitting time on the day preceding said holiday. The pay stubs must be so issued that the employee may retain said stub for his permanent record and must clearly list the following: Employer's name, employee's name, period worked, hours worked, gross wages, itemized deductions, and net pay.

11. The Bargaining Unit shall have the privilege of using designated bulletin boards for the purpose of informing employees of official Bargaining Unit meetings, functions, affairs, and elections.

ARTICLE IV

HOURS OF WORK AND OVERTIME

1. The Municipality guarantees forty (40) hours of work per week. The normal work week shall consist of five (5) consecutive days during the week from Monday to Friday, inclusive, except for custodial employees of municipal owned buildings opened during weekends for business. Custodial employees shall cover the weekend periods as required. Where there are two custodians assigned to such buildings, weekend days of normal scheduling should be split. Deviation from the normal work week shall not be unilaterally changed. The normal work day is eight (8) consecutive hours, exclusive of a one-half (1/2) hour unpaid lunch period. When employees report for the regularly scheduled work, they shall receive no less than their scheduled hours of work or pay for that day. The employees will be granted two (2) fifteen minute rest breaks daily to be taken at the job site.

2. The normal work shift shall be 6:30 A.M. to 3: P.M. Custodial shift hours shall be:

Municipal Building (senior custodian)	6:00 A.M. to 2:30 P.M.
(junior custodian)	11:00 P.M. to 7:00 A.M.

Library	Normal 7:00 A.M. to 3:30 P.M.
	Winter 7:00 A.M. to 3:30 P.M.

Public Works Building	Normal 4:30 A.M. to 1:00 P.M.
	Winter 5:30 A.M. to 2:00 P.M.

3. (a) Any employee scheduled to work prior to the scheduled starting time and after the normal eight(8) hour work day shall be paid at time and one-half the regular straight time hourly rate of pay.

(b) In the event that overtime is worked, an unpaid meal break of one-half (1/2) hour must be allowed at least every five (5) hours.

(c) The first fifteen (15) minutes of overtime worked in excess of the regular scheduled eight hour day shall not be subject to overtime work in excess of 1/4 hour, a minimum of thirty (30) minutes overtime rate shall be paid and each fifteen (15) minute increment thereafter shall be paid at a minimum of thirty (30) minutes of the overtime rate.

(d) All overtime shall be equally distributed or offered by the Employer based upon rotating seniority and within subdivisions of the Public Works Department so long as the employee is qualified to perform the overtime work. The Bargaining Unit shall be permitted to verify from records of the Employer compliance with the provisions of this paragraph.

(e) At the request of an employee and upon approval of the Employer, compensatory time off instead of pay at one and one-half (1-1/2) times the employee's straight time hourly rate of pay will be granted at two times the number of hours worked.

4. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours.

5. Employees shall endeavor to work reasonable amounts of overtime when overtime is necessary. If all qualified employees refuse an overtime assignment, the most junior employee qualified to perform the work may be required to accept the overtime assignment. The Employer will make every reasonable effort to give advance notice of scheduled overtime.

6. An employee to be laid off shall be notified of such action by quitting time on the preceding Friday; an employee laid off on any day thereafter shall be entitled to pay for the entire work week. For

example, an employee laid off on Wednesday of any work week shall be paid for that day and any scheduled work days of that work week. The term "work week" shall be defined as the period from 12:01 A.M. through 12:00 P.M. Sunday under the provisions of this paragraph.

ARTICLE V

SENIORITY

1. Each employee shall have seniority. Seniority, unless otherwise stipulated, is based on length of continuous service within the bargaining unit. Municipal and bargaining unit seniority shall be accumulated during approved leaves of absence, except leave without pay, which includes periods of disciplinary suspensions in the last five (5) years and as long as such seniority is not terminated in accordance with other provisions of this Agreement.

Note: The seniority of John DiGuilio and Joseph Zegar shall be considered bargaining unit seniority.

2. In recognition of the responsibility of the Employer for efficient operations, it is understood and agreed that in all cases of layoffs or recalls from layoff, the following procedure shall be used: There shall be three (3) seniority groups from which layoffs and recalls may be made. The three (3) seniority groups are as follows:

Group 1 Skilled classifications (for example, mechanic, operator II, journeyman)

Group 2 Operator I, General Maintenance, Sewer Maintenance

Group 3 Custodians and Laborers

In the event the Employer determines to lay off any employees in the Seniority Group 1, it shall lay off the most junior employees in the particular job classification in which a reduction in force is being made. If an employee laid off from a Group 1 job has greater seniority than any employee in Group 2 or Group 3, he may displace the junior seniority employee in Groups 2 or 3, provided he has the qualifications and ability to perform the work of the Groups 2 or 3 employee. However, if a reduction in force is being made among employees in Seniority Groups 2 or 3, the most junior employee in any job classification in such seniority group shall be laid off first. If an employee laid off from Group 3 has greater seniority than any employee in Group 2, he may displace such junior seniority employee in Group 2 provided he has the qualifications and ability to perform the work of the Group 2 employee, he may displace the junior seniority employee in Group 2, who shall be laid off.

Recalls shall be made in reverse order of layoffs, provided recalled employees have the qualifications and ability to perform the available work.

In the event it is necessary to affect a layoff of bargaining unit members, the sequence of furlough shall be as follows: first, seasonal

employees; second, temporary employees; third, probationary employees, followed by full time, regular members of the bargaining unit as designated by the Municipal Manager by position. Layoff of full time, regular employees shall occur in accordance with provisions of Section 2 of Article V.

3. All new employees shall be considered probationary employees for a period of six (6) months from the beginning of their employment, during which time they shall have no seniority, shall be probationary rate, and be bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said six (6) months period from the beginning of his employment at the sole discretion of the Employer. If such employee is retained beyond the six (6) months probationary period from the beginning of his original employment, he shall immediately thereafter be classified as a permanent employee and his seniority shall commence as of the date of his original employment. All benefits received by members of the bargaining unit are to be equally bestowed upon probationary employees upon the successful completion of the probationary period.

4. The Employer agrees to furnish a seniority list of all bargaining unit employees to the Bargaining Unit Representative on or before January 1 and June 1 of each year, and shall be posted on the Employer's bulletin board.

5. Municipal seniority defined: that period of time from the date of hire an individual is continuously employed by the Municipality of Monroeville.

6. An employee's municipal or bargaining unit seniority shall be broken when he:

- (A) quits or resigns
- (B) is discharged for cause
- (C) fails to return on time following the end of a leave of absence
- (D) is laid off for a period in excess of his length of service or two (2) years, whichever is less
- (E) fails to return to work on a recall from layoff within fourteen (14) days after the Employer has sent notice to him by registered or certified mail or telegram to the last address furnished to the Employer by the employee
- (F) is absent without excuse for five (5) working days or more.
- (G) disciplinary suspension in prior five (5) years.

ARTICLE VI

COMPENSATION

1. The basic rate of compensation shall be the straight time hourly wage.

2. Positions of employees covered by Agreement shall be classified as shown in Appendix A.

(a) Any employee performing out of his job class shall be paid at the hourly rate of the higher job classification to which he may be assigned or upgraded.

3. The schedule of compensation for each position shall be as shown in Appendix A. Compensation rates shall be effective according to the following schedule:

(a) The first year rate of the schedule shall become effective at 12:00 Midnight on January 1, 1987.

(b) The second year rate shall become effective at 12:00 Midnight on April 30, 1988.

(c) The third year rate shall become effective at 12:00 Midnight on April 30, 1989.

(d) The fourth year of the contract shall be reopened for negotiations of wages only, with the bargaining unit giving management ninety (90) days notice prior to the date of May 1, 1990. Wages agreed upon during renegotiation shall remain in effect until August 31, 1991 and each additional twelve (12) month period through August 31, 1994.

If the bargaining unit elects not to reopen the fourth year of the contract, wages indicated in appendix A, for the period April 30, 1990 through August 31, 1991 shall be the compensation schedule during the fourth year of the contract.

Note: While negotiations for fourth year wages are in process, the previous contract year's wage schedule shall remain in effect.

4. The probationary rate for the first six (6) months of employment in a position classification shall be seventy-five (75) cents per hour less than the hourly rate effective for that classification.

5. Employees shall be eligible for a longevity payment after the completion of the fifth year of continuous employment with the Municipality, this longevity payment shall be paid on the first pay date of each December and shall be paid at a rate of \$25.00 per year of service with the maximum of \$700.

6. If a crew is called out to work before 6:30 A.M. or past 6:00 P.M. for emergency overtime, such as for snow removal or sewer repairs,

cash payments will be made for meals missed at the rate of \$4.50 for breakfast and \$6.50 for dinner. No food charge privileges will be substituted. Reasonable opportunity for meal breaks shall be provided as determined by conditions.

ARTICLE VII

HOLIDAYS

1. Each employee shall be entitled to the following holidays with pay calculated at the straight-time hourly rate of pay times the employee's normally scheduled hours of work.

- (a) New Year's Day
- (b) Good Friday
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Thanksgiving Day
- (g) Christmas Day

2. Employees required to work on any of the holidays specified above shall be paid one and one-half (1-1/2) times the employee's straight-time hourly rate of pay plus the holiday pay. Time and one-half plus the holiday pay will be paid for the day which is celebrated as the holiday. It is recognized that when a holiday falls on a Sunday, it is usually celebrated on the following Monday; and when a holiday falls on a Saturday, it is usually celebrated on the prior Friday.

To be eligible for holiday pay, an employee must work his/her last scheduled work day prior to and following the holiday and work on the holiday if scheduled to do so. Vacation shall be considered a work day. The employees shall also be eligible to receive the holiday pay if laid off or recalled within a thirty (30) day period of the scheduled holiday.

3. Each employee shall receive four (4) personal days at the employee's straight time hourly rate of pay. The personal day requested shall be mutually agreed upon by the Employer and the employee forty-eight (48) hours in advance of the day requested, however, personal days are only to be utilized between the period of May 1 through September 1 of each calendar year of the contract. If an employee is called out to work on his personal days, he shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate of pay for all hours worked in addition to the pay for the personal day. No additional personal days will be scheduled.

4. The above scheduling and utilization of holidays will be effective as of 1/1/88.

ARTICLE VIII

VACATIONS

1. For the purposes of calculation, the vacation leave year begins January 1 and ends December 31 of each year.

2. It is agreed, for the duration of the contract, and commencing the first year, the vacation plan for bargaining unit members shall be as follows:

After one (1) year of service	Ten (10) days
After five (5) years of service	Fifteen (15) days
After ten (10) years of service	Twenty (20) days
After fifteen (15) years of service	Twenty (25) days
After twenty five (25) years of service	Thirty (30) days

Vacation pay is calculated by multiplying the employee's normal scheduled hours of work per day by his straight time hourly rate of pay.

3. Except in cases of layoffs or terminations, the Employer shall not make payments in lieu of the use of accumulated vacation leave. Unused annual vacation leave may be carried over from one year to the next year with the prior approval of the Employer. The total amount of accumulation at any time may not exceed the amount which can be earned in one leave year. If approved, accumulated vacation leave carried over must be taken within the following year or paid. However, vacation may be scheduled by the Employer for any employee who failed to schedule his vacation in accordance with Section 5 of this Article.

4. Accrued, but unused vacation leave shall be paid to all terminating or laid-off employees on a pro-rate monthly basis at the normal hourly rate.

5. Vacations may be scheduled throughout the calendar year. Prior to December 15 of each year each employee shall specify in writing his vacation preference for the vacation leave to which he is entitled for the following year. Preference on vacation selection will be given to employees with the longest continuous service. The Employer has the final discretion to allot vacation periods and to change such allotments in order to meet the needs and schedule of business for each department.

6. Absence from work due to non-job related related illness or injury not exceeding one hundred twenty-five (125) working days in any

year shall not limit or abridge the employee's right to full vacation with pay, except as provided for under the sick leave provisions below.

7. In the event an employee dies prior to using proportionate vacation earned, the appropriate vacation pay the employee is then entitled to for that year shall be paid to the employee's surviving spouse or estate.

8. Employee's military time shall be added to the vacation time for computation of the number of weeks or days, if military time was served after beginning employment with the Municipality and during the time of declared war.

ARTICLE IX

SICK/INJURY LEAVE PLAN

Each member of the bargaining unit will receive at the beginning of each calendar 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 member 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 100% of the employee's regular earnings, which earning rate was in effect as of May 1, 1986. The short term disability program shall be made available to the bargaining unit member for a period not to exceed twenty-six (26) weeks per calendar year.

ARTICLE X

OTHER LEAVES OF ABSENCE

1. Bereavement Leave. In the event of a death in the nucleus family of an employee, defined as spouse or child, paid emergency leave up to five (5) days will be granted upon request of the employee. In the event of a death in the immediate family of the employee defined as being the employee's parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, stepchild, foster child, foster parent, grandparent, grandparent-in-law, and grandchild, up to three (3) paid days will be granted upon request. For other relations defined as uncles, aunts and first cousins, one (1) day of paid leave will be granted upon request so long as travel to the funeral or ceremony is feasible.

2. Paternity Leave. An employee may request up to three (3) days of paid paternity leave for the birth of a child by the employee's spouse.

3. Military Leave. Employees will receive up to two (2) weeks 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

the Personnel Officer 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.

4. 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 for each day of jury service. Any employee requesting court leave shall submit to the Personnel Officer a copy of the applicable court order or subpoena.

ARTICLE XI

INSURANCE AND OTHER BENEFITS

1. Life Insurance. All employees shall be eligible for group term life insurance paid for by the Employer. The amount of this insurance shall be \$15,000. Upon retirement, all employees with at least fifteen (15) years of service shall be covered by retirement life insurance; the amount of insurance shall be \$6,000. The cost of such retirement life insurance shall be paid by the Employer.

2. Health Care - it is the intent of and it is agreed for the duration of this contract, that the health care benefits shall be:

- (a) Hospitalization - Blue Cross, Blue Shield Plan U 100 and Major Medical with \$100 deductible or equivalent,
- (b) Basic eye care - Vision Service Plan of PA or equivalent
- (c) High option dental - Blue Shield or equivalent
- (d) 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. Furthermore, hospitalization coverage only shall be afforded to those bargaining unit members retiring after twenty five (25) years of service, or, ten (10) years of service and attaining age 62.

3. Pension Plan. The Employer agrees to maintain the existing Monroeville Employees Pension Trust Plan as provided by Pennsylvania Municipal Retirement System (PMRS). At least one representative of the employee group shall serve on any employee pension committee now or in the future.

4. Uniforms and Equipment. The Employer will furnish uniforms to employees as required for each position. A maximum of five (5) uniforms per year will be provided. Worn or damaged uniforms will be

