

BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE

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

ORDINANCE NO. 2051

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

SECTION 1. The proper officials of the Municipality of Monroe ville are hereby authorized to enter into a Collective Bargaining Agreement with the Refuse Collection Division of the Department of Public Works, said Agreement to be effective June 1, 1997.


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

ORDAINED AND ENACTED this 12th day of August, 1997.

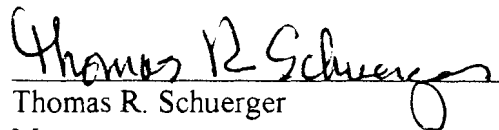
(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE



Mary Ann Nau
Municipal Manager



Thomas R. Schuerger
Mayor

ENTERED INTO LEGAL BOOK ON: August 22, 1997

A COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE MUNICIPALITY OF MONROEVILLE

AND

REFUSE COLLECTORS, PUBLIC WORKS DEPARTMENT

COVERING THE YEARS

JUNE 1, 1997 UNTIL MAY 31, 1999

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 12th day of August, 1997, 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 two (2) year period beginning on June 1, 1997 and ending on May 31, 1999.

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 OF AGREEMENT

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.

1.1. PERSONS COVERED

A. This Agreement shall cover all refuse collectors and refuse collector-drivers employed in the Refuse Collection Division of the Municipality of Monroeville.

B. 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

national origin. In addition, there shall be no discrimination, restraint or coercion against an employee because of membership in the Bargaining Unit.

1.2. TERMS OF CONTRACT

This Contract shall cover the period of June 1, 1997 through May 31, 1999

1.3. REFUSE COLLECTOR/REFUSE COLLECTOR - DRIVER WAGES AND DAILY ROUTE COMPLETION INCENTIVE

A. It is agreed that the wages for refuse collector and refuse collector-drivers shall be:

	2.5% <u>June 1, 1997-May 31, 1998</u>	2.9% <u>June 1, 1998-May 31, 1999</u>
Refuse Collector	\$15.68	\$16.13
Collector-Driver	\$16.71	\$17.19

- B. It is agreed that for the duration of this contract, refuse collectors and refuse collector-drivers shall normally 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.
- C. All hours worked after completing daily route, during the work week, will be paid at time and a half-including Saturdays when a paid holiday occurs during such week.
- D. Nothing herein shall limit or affect the right of the Employer to lay-off covered by this contract.
- E. The collection crew will consist of three (3) men except when extreme emergencies occur.
- F. All overtime will be distributed on a rotating basis based on seniority.

1.4. 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 by 1:30 p.m. within the normal 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.

1.5. DUTIES OF EMPLOYEES

Employees subject to this agreement shall collect all Municipal refuse in accordance with Municipal ordinances, 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. It is understood between

the parties that the collection of recyclable materials, as designated by the Municipality, in accordance with law, shall be collected by employees of the Public Works Bargaining Unit, and not by the employees covered by this Agreement.

1.6. 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. Members 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, for any negotiations which take place during regular working hours.

2. MANAGEMENT

2.1. 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 of limitations.

2.2. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.

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

2.4. 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.

2.5. 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.

3. CONDITIONS OF EMPLOYMENT

3.1. MEDICAL EXAMINATION/ DRUG/ ALCOHOL TESTING

- A. 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 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.
- B. Drug and alcohol random testing will be instituted as per the Drug and Alcohol Random Testing Policy (to be adopted).

3.2. SAFETY TRAINING will be conducted as per Sec. 7.2 of the Employee Handbook.

- A. All safety training conducted after 1:30 p.m. or after completion of 8 hr. route will be paid at a rate of 1 1/2 times normal pay rate.
- B. Safety Equipment provided by Employer shall include: ear protection, protective eye wear, hard hat, head liner, safety vest, back belt, safety shoes

3.3. RESIDENCY REQUIREMENT

It is agreed that refuse collectors and refuse collectors-drivers who are hired prior to June 1, 1987, and who 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 conditions of employment. All new refuse collectors or refuse collector-drivers must reside within the Municipality of Monroeville as a condition of employment.

4. LEAVE TIME

4.1. VACATION

- A. 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 hired before Jan. 1, 1986 shall be as follows:

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

- B. 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 hired after Jan. 1, 1986 shall be as follows:

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

Also, please note that vacation pay shall be calculated utilizing the base rate time eight (8) hours per day.

- C. Utilization of vacation days shall be according to Section 3.2.1 of Employee Handbook with seniority prevailing in preference for dates.

4.2. 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 times eight (8) hours per day:

- | | |
|------------------------|--------------------------|
| 1. New Years Day | 6. Veterans' Day |
| 2. Monday after Easter | 7. Thanksgiving |
| 3. Memorial Day | 8. Christmas |
| 4. Independence Day | 9. Six (6) Personal Days |
| 5. Labor Day | |

New hires receive six (6) Personal Days if completing probationary period from January 1 through June 30. If completion of probationary period is July 1 through December 31, new hires will receive three (3) Personal Days.

4.3. OTHER LEAVES OF ABSENCE

- A. **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 supervisor a copy of the applicable order or subpoena.
- B. **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.
- C. **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 as defined as being the employee's parent, brother, sister brother-in-law, sister-in-law, parent-in-law, step child, 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, first cousins, one (1) day of paid leave will be granted upon request so long as travel to the funeral or ceremony is feasible. Management may require documentation to verify request.

4.4. SICK/INJURY LEAVE PLAN

- A. Each member of the bargaining unit will receive, at the beginning of each calendar year, an allocation of ten (10) petty sick leave days which are to be used for absence due to illness or injury of a non-occupational nature and for which worker's compensation is not paid. Bargaining unit members shall be entitled to their full wages and benefits as provided for in this agreement for each of the days they may be absent on sick leave with a bona fide illness or injury. New hires will receive ten (10) sick days if the completion of probationary period is January 1 through June 30. If the probationary period is completed from July 1 through December 31, new hires will receive five (5) sick days. At the end of each calendar year, the Municipality will buy back each unused sick day at \$50 per day, not to exceed a total of \$500. New hires will receive a buy back payment consistent with eligible sick days.

- B. Worker's Compensation allowances will be two-thirds of the employee's base earnings as computed by the guidelines established in the Worker's Compensation Handbook.

- C. Employees shall additionally be entitled to short term disability pay, for illness of a non-occupational nature and for which worker's compensation is not paid, as provided below:
 - 1. A short term disability is defined as a period of disability which may be anticipated to last ten (10) or more calendar days.

 - 2. The Employer shall , within each calendar year, provide up to a maximum of twenty-six (26) weeks of short term disability pay, 100% of regular earnings, for each occurrence of short term disability of recurrence of previously compensated short term disability.

 - 3. In order to receive short term disability benefits, an employee must first exhaust all unused leave. Additionally, the employee must present to the Municipal Manager, for approval appropriate medical documentation that the illness may be anticipated to last ten (10) or more calendar days.

 - 4. There shall be a ten (10) calendar day waiting period for each occurrence (as distinguished from recurrence) of disability. During the waiting period, an employee shall first use all unused leave, if such leave is available. When petty sick leave is not available, and the employee does not elect to use other earned leave, the employee shall be placed on approved leave without pay status during which the employee shall retain all benefits provided under this Agreement, and shall continue to earn municipal and bargaining unit seniority. If an employee suffers a recurrence of an earlier compensated disability, there shall be no second or subsequent waiting period. In the event that an employee becomes disabled more than once in a calendar year, and the disability is not a recurrence of the first, the Municipality may, upon a case by case basis and at the sole discretion of the Municipal Manager, assume the cost of the second or subsequent waiting period.

 - 5. The Municipality may, if it desires, self-insure or purchase the short term disability benefit herein described.

6. Modified duty is available as per Sec 3.3 and 3.3.6 of the Employee Handbook.

7. 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. This non-payment provision shall continue until notification does take place prior to 4:30 a.m. of the succeeding work day.

5. BENEFITS

5.1. MANAGED HEALTH CARE

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

1. Hospitalization - Managed Care - \$10.00 co-pay primary care or specialist.
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 managed care plan (5.00/co-pay)

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.

It is agreed that the Municipality is authorized to obtain competitive quotes for hospitalization coverage. It is further agreed that this contract may be re-opened if other Municipal Bargaining Units negotiate alternate health care options.

5.2. UNIFORMS

The Employer will furnish a uniform allowance of \$250 per employee per year to be paid to the vendor in January. Uniforms are required at all times defined as shirt/jacket, including name of employee and the Municipality of Monroeville in full view, dark pants and steel toed shoes. All uniforms shall be of a consistent color. Shoes must meet the requirements of the American National Standards Institutes and bear the ANSI label. Shoes must fit properly, be made of material that breathes and has lining. The employer will provide a \$75 boot allowance .

5.3. 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

5.4. LONGEVITY

Longevity payments begin after the completion of five (5) years of Municipal service at \$225 with an additional \$45 per year of completed service up to a maximum of \$1125.00. 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, the employment start date shall be used in calculating eligibility and entitlement.

5.5. 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.

6. HIRING

- A. Filling of vacancies shall be according to Employee Handbook sec 1:2.1.
- B. Wages for all persons hired to collect refuse full-time, after June 1, 1987, shall be \$0.75 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.

7. REDUCTION IN FORCE

- A. Seniority based lay-off as per Section 4.3 of the Employee Handbook.
- B. In the event that the Municipality elects to contract for refuse collection services 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 for which they are qualified. After each resident 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 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 has the same date of employment for seniority purposes and a limited number of job vacancies for which these individuals would qualify, then the Municipal Manager would select the individual who could serve the best interest of the Municipality.
- C. 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 refuse 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 year during a bargaining unit member's layoff status or displacement form the Refuse Collection Department.
- D. Nothing in this Article 16 shall be construed to interfere with the rights of employees of the Municipality who are covered by other Collective Bargaining Agreements with the Municipality. The rights of employees covered by this contract, as set forth in this Article 16. shall be subordinate to the right of employees covered by other Collective Bargaining Agreements, with respect to the work and jobs covered by each Collective Bargaining Agreement.

8. 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.

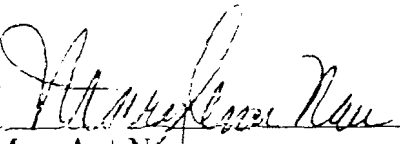
9. REPEALER

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

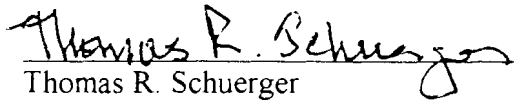
IN WITNESS WHEREOF, and intending to be legally bound hereby the parties have caused this instrument to be duly executed by their authorized representatives the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Mary Ann Nau
Municipal Manager



Thomas R. Schuerger
Mayor

**REFUSE COLLECTION DIVISION
WAGE POLICY COMMITTEE:**

WITNESS:

