


MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2227

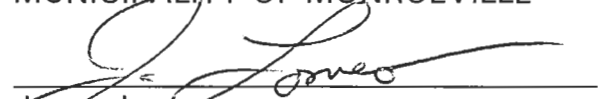
AN ORDINANCE OF THE MUNICIPALITY OF
MONROEVILLE, ALLEGHENY COUNTY, PENNSYLVANIA,
A HOME RULE COMMUNITY, APPROVING
MEMORANDUM OF UNDERSTANDING BETWEEN THE
MUNICIPALITY OF MONROEVILLE AND THE
MONROEVILLE WATER AUTHORITY

BE IT RESOLVED, this 11th day of June, 2002, by the authority of Council of the Municipality of Monroeville, Allegheny County, and is hereby resolved by the authority of the same, that the Manager of the Municipality of Monroeville be authorized and directed to sign the attached Memorandum of Understanding between the Municipality of Monroeville and the Monroeville Water Authority.

ATTEST:


Marshall W. Bond,
Municipal Manager

MUNICIPALITY OF MONROEVILLE


James Lorneo,
Mayor

ENTERED INTO LEGAL BOOK ON: June 21, 2002


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ALLEGHENY COUNTY, PENNSYLVANIA

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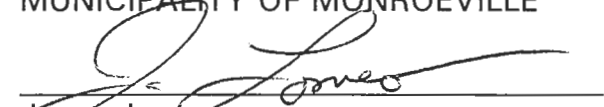
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Marshall W. Bond,
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MUNICIPALITY OF MONROEVILLE


James Lorneo,
Mayor

ENTERED INTO LEGAL BOOK ON: June 21, 2002

MEMORANDUM OF UNDERSTANDING

By and between

The MUNICIPALITY OF MONROEVILLE

and

The MONROEVILLE WATER AUTHORITY

**CONCERNING THE ASSIGNMENT OF SEIU EMPLOYEES FROM THE
MUNICIPALITY OF MONROEVILLE TO THE MONROEVILLE WATER
AUTHORITY**

WHEREAS, the parties have entered into a Memorandum of Agreement with the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 585, AFL-CIO, CLC** (hereinafter referred to as the "SEIU.") and the **UTILITY WORKERS UNION OF AMERICA, LAND 550, AFL-CIO, CLC** (hereinafter referred to as the "UWUA") whereby certain employees have been assigned from the MUNICIPALITY OF MONROEVILLE to the MONROEVILLE WATER AUTHORITY; and

WHEREAS, under the terms and conditions of the Assignment, the MUNICIPALITY OF MONROEVILLE continues to remain liable for wages and other benefits contained within its Collective Bargaining Agreement with the SEIU; and

WHEREAS, the MONROEVILLE WATER AUTHORITY desires to reimburse the MUNICIPALITY OF MONROEVILLE for said wages and other benefits paid by the MUNICIPALITY OF MONROEVILLE to said assigned employees.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals contained hereinabove are incorporated by reference and made part of this Agreement;
2. The MONROEVILLE WATER AUTHORITY shall upon the presentation of a written bill or invoice from the MUNICIPALITY OF MONROEVILLE pay over to the MUNICIPALITY OF MONROEVILLE certain sums of monies

which represent the continued liabilities for wages and other benefits incurred by the MUNICIPALITY OF MONROEVILLE for the SEIU employees assigned and transferred to the MONROEVILLE WATER AUTHORITY, which is more fully set forth in the Agreement that is contemporaneous to this within Agreement by and between the SEIU, UWUA, MONROEVILLE WATER AUTHORITY and the MUNICIPALITY OF MONROEVILLE, a copy of which is attached hereto marked Exhibit No. "A" and made part of this Agreement.

3. It is mutually agreed between the parties that there shall be a quarterly billing by the MUNICIPALITY OF MONROEVILLE to the MONROEVILLE WATER AUTHORITY, and the MONROEVILLE WATER AUTHORITY will within thirty (30) days of the receipt of the invoice/bill pay over to the MUNICIPALITY OF MONROEVILLE as reimbursement for wages and other benefits, the sum so stated in the invoice.
4. It is contemplated under this Agreement that at some point in time in the future, all of the SEIU employees will separate from service, retire, resign or bid into a position at the MONROEVILLE WATER AUTHORITY'S Department of Water Line Maintenance, at which time through attrition this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers and/or representatives, intending to be legally bound, have hereunder affixed their hands and seals this ____ day of _____, 2002.

MUNICIPALITY OF MONROEVILLE

Marshall W. Bond, Mun. Mgr.

MONROEVILLE WATER AUTHORITY

