

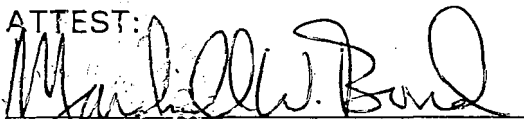
MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2228

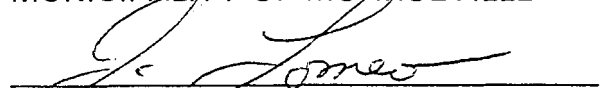
AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, ALLEGHENY COUNTY, PENNSYLVANIA, A HOME RULE COMMUNITY, APPROVING THE MERGER PROPOSAL MEMORANDUM OF AGREEMENT BY AND BETWEEN THE MUNICIPALITY OF MONROEVILLE AND THE MONROEVILLE WATER AUTHORITY CONCERNING THE ASSIGNMENT OF SEIU, LOCAL 585, EMPLOYEES FROM THE MUNICIPALITY OF MONROEVILLE TO THE MONROEVILLE WATER AUTHORITY

BE IT ENACTED AND ORDAINED, on the 11th day of June, 2002, by the authority of Council of the Municipality of Monroeville, Allegheny County, and is hereby ordained by the authority of the same, that the Manager of said Municipality be authorized and directed to sign the attached Merger Proposal Memorandum of Agreement on behalf of the Municipality of Monroeville.

ATTEST:


Marshall W. Bond,
Municipal Manager

MUNICIPALITY OF MONROEVILLE


James Lomeo,
Mayor

ENTERED INTO LEGAL BOOK ON: June 21, 2002

MERGER PROPOSAL MEMORANDUM OF AGREEMENT

By and between

The SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 585

and

The UTILITY WORKERS UNION OF AMERICA, LOCAL 550

and

The MUNICIPALITY OF MONROEVILLE

and

The MONROEVILLE WATER AUTHORITY

WITNESSETH:

WHEREAS, the MUNICIPALITY OF MONROEVILLE (hereinafter referred to as the "MUNICIPALITY") desire to transfer and/or assign its Sewer Department services to MONROEVILLE WATER AUTHORITY (hereinafter referred to as the "AUTHORITY"); and,

WHEREAS, the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 585, AFL-CIO, CLC (hereinafter referred to as the "SEIU.") have entered into a Collective Bargaining Agreement (hereinafter referred to as "Agreement") with the MUNICIPALITY which endures throughout the period of September 1, 1998, up to and including August 31, 2002; and

WHEREAS, the SEIU has been certified as the exclusive bargaining representative for all non-supervisory Department of Public Works employees (hereinafter referred to as the "SEIU EMPLOYEES"), which includes the SEIU EMPLOYEES who work in the Sewer Department; and,

WHEREAS, the UTILITY WORKERS UNION OF AMERICA, LAND 550, AFL-CIO, CLC (hereinafter referred to as the "UWUA") have entered into a Collective Bargaining Agreement (hereinafter referred to as "Agreement #2" with the AUTHORITY which endures throughout the period of April 1, 2001, up to and including March 31, 2006; and

WHEREAS, the UWUA has been certified as the exclusive bargaining representative for all non-supervisory Utility employees (hereinafter referred to as the "UWUA EMPLOYEES"); and,

WHEREAS, the parties hereto, the SEIU EMPLOYEES, and the UWUA EMPLOYEES, the MUNICIPALITY, and the AUTHORITY have met and reached a mutual understanding and desire to incorporate this mutual understanding in this Memorandum of Agreement; and,

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 MUNICIPALITY will assign and transfer up to four (4) SEIU EMPLOYEES from its Sewer Department of the Department of Public Works to the AUTHORITY; together with the right by the AUTHORITY to lease from the MUNICIPALITY any Foreman or Supervisor, qualified or educated in the tasks of the Sewer Department of the Department of Public Works of the MUNICIPALITY in its discretion as it deems necessary without any objection or complaint by the SEIU or UWUA.
3. Said employees who have been assigned and transferred to the AUTHORITY shall be a separate Sewer Department with its own Seniority list. However, said employees shall be subject to, and under the direct supervision of the AUTHORITY, notwithstanding that said employees shall maintain rights under the UWUA Agreement with the MUNICIPALITY; the intention being that all control for disciplinary matters, work tasks, time off, and vacation shall be within the direct control of the AUTHORITY. Further, the SEIU EMPLOYEES being transferred shall not be able to strike, file an Unfair Labor Practice or Grievance as a result of the implementation and enforcement of this Agreement.
4. The SEIU EMPLOYEES transferred to the AUTHORITY will continue to be covered by the current and any succeeding SEIU Collective Bargaining Agreement(s) except as provided herein under Agreement #1 until separation of employment with the newly created AUTHORITY'S Sewer Department (ie. retirement, resignation, and bid award and to an open position in the MUNICIPALITY'S Public Works Department [in which case is considered to be a return to the original bargaining unit], or a successful application into an open position with the AUTHORITY'S Water Line Maintenance Department.) Employees once transferred cannot return to the MUNICIPALITY'S Public Works Department.

Further, in the event the AUTHORITY desires to create and hire additional positions in its Water Department, it shall first offer said position to the assigned SEIU EMPLOYEES. If an SEIU EMPLOYEE elects to take a position in the AUTHORITY'S Water Line Maintenance Department, he or she shall come into said Department at the bottom of the Seniority List; and

5. A UWUA EMPLOYEE can bid into the AUTHORITY'S Sewer Line Maintenance Department; however, said employee shall remain an employee of the UWUA Bargaining Unit together with maintaining his or her seniority in said Bargaining Unit. At no time shall such an employee become employed by the MUNICIPALITY.
6. Separate seniority lists will be developed by the AUTHORITY for the SEIU EMPLOYEES and the UWUA EMPLOYEES. These lists will be used for the following purposes:
 - A. Rotating of available overtime, giving preference to employees in the Department where the overtime is needed. If additional man power is needed beyond giving preference to the employees of that specific Department, then the AUTHORITY shall have the right to call out for overtime employees from the other Department not affected by the specific overtime work task.
 - B. Job bidding, giving preference to employees in the Department where the opening is created, as more fully set forth in this Agreement.
 - C. Any other purpose which requires separation of Union seniority status.
7. The MUNICIPALITY will continue to allow the transferred SEIU EMPLOYEES coverage under its existing pension plan established through the Pennsylvania Municipal Retirement System (hereinafter "PMRS").
8. In the event the transferred SEIU EMPLOYEE(S) desire to vacate their assigned position(s) for any reason with the AUTHORITY'S Sewer Department, the vacated position will automatically become a UWUA bargaining unit position(s) under Agreement #2 and after that be covered by any existing or succeeding Collective Bargaining Agreement between the AUTHORITY and the UWUA. The AUTHORITY will have the right to offer the vacated position(s) to the existing UWUA EMPLOYEES through bid/posting procedures; and/or advertise for prospective candidates.

9. Any SEIU EMPLOYEE who transfers to the Water Department shall placed at the bottom of the seniority list as a UWUA new hire, except for vacation benefits.
10. In the event there is not a formal assignment of the MUNICIPALITY Sanitary Sewer System to the AUTHORITY, then this Agreement shall be null and void and have no effect.
11. All other conditions of employment not covered by this Agreement, including but not limited to, hours of work, rates of pay, paid leave time, health and welfare benefits shall remain in full force and effect under the respective Collective Bargaining Agreements.
12. All new employees hired after the signing of this Agreement by the AUTHORITY, for either the Sewer Department or the Water Department, will become UWUA EMPLOYEES regardless of which Department he or she is hired into.
13. This Memorandum of Agreement does not create any precedent or past practice in construing any provision in any Labor Agreement and shall not be used as evidence in Court in a Court hearing other than concerning the instant understanding.
14. This Memorandum of Agreement shall be binding upon and shall inure to the benefit of all parties, their respective successors, heirs and assigns.

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 23rd day of July, 2002.

S.E.I.U. LOCAL 585, AFL-CIO, CLC

Levon Livingston
James W. Roberts
Gerald A. McInnis
Paul R. Bell

MUNICIPALITY OF MONROEVILLE

Marshall W. Bond
Municipal Manager
6/12/02

U.W.U.A. LOCAL 550, AFL-CIO, CLC

James E. Lewis
Richard D. Dill
Philip H. Eason

MONROEVILLE WATER AUTHORITY

John A. Capra
General Manager
7-30-02