

MUNICIPALITY OF MONROEVILLE

ORDINANCE NO. 2470

**AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE,
ALLEGHENY COUNTY, PENNSYLVANIA, A HOME RULE CHARTER
COMMUNITY, AMENDING ORDINANCE 2395 TO INCLUDE A LETTER OF
AGREEMENT BETWEEN THE MUNICIPALITY OF MONROEVILLE AND
THE REFUSE COLLECTION DIVISION OF THE DEPARTMENT OF PUBLIC
WORKS**

WHEREAS, the Municipality and the Refuse Collection Division of the Department of Public Works have negotiated a revision to the current collective bargaining agreement; and

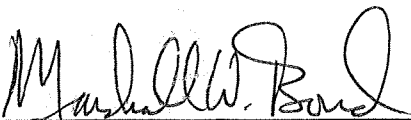
WHEREAS, the Municipality and the representatives of the Refuse Collection Division of the Department of Public Works have reduced the revisions to writing and attached a copy hereto.; and

WHEREAS, the negotiating committee of Council and the Refuse Collection Division of the Department of Public Works after approval from their membership have recommended the attached Letter of Agreement.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, that the Municipality of Monroeville accepts and ratifies the attached Letter of Agreement between the Municipality of Monroeville and the Refuse Collection Division of the Department of Public Works.

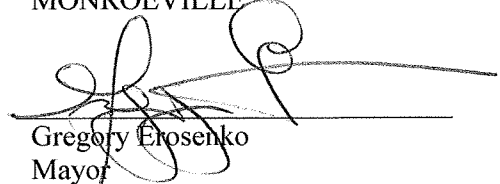
ORDAINED and ENACTED this 12th day of January, 2010.

ATTEST:



Marshall W. Bond
Municipality Manager

THE MUNICIPALITY OF
MONROEVILLE



Gregory Eroshenko
Mayor

ENTERED INTO LEGAL BOOK: January 22, 2010

Municipality of Monroeville

A Home Rule Charter Municipality

Municipal Center
2700 Monroeville Boulevard
Monroeville, PA 15146-2388

Phone (412) 856-1000
Fax (412) 856-3366
www.monroeville.pa.us

December 29, 2009

Dear Bargaining Unit Representative:

Council has directed that I send you this letter stating that if your collective bargaining unit agrees to accept a wage freeze for 2010 the Municipality would agree to no layoffs for 2010. If you are interested in accepting this offer I need you to sign and return a copy of this letter by close of business on December 30, 2009. Failure to respond will result in letters reducing the department by 3 full time to 3 part time positions and all 6 part time refuse collectors on December 31, 2009.

This proposal in conjunction with the attached legal opinion stating that members of the Refuse CBU can not be displaced by laid off employees from other departments is acceptable to our membership by majority vote.

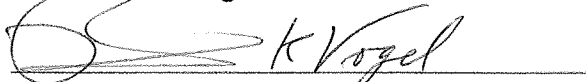
Very Truly Yours,

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager

Accepted by Refuse Collection Division
Attn.: Brian Vogel



cc: Mayor and Council

Brian Vogel

From: "Bond, Marshall" <bondma@monroeville.pa.us>
To: <briankvogel@verizon.net>
Cc: "Erosenko, Greg" <eroseg@monroeville.pa.us>
Sent: Wednesday, December 30, 2009 10:08 AM
Subject: FW: Lay-off language of CBAs & Employee Handbook

Brian:

I have enclosed a copy of the legal opinion that the Municipality received regarding your discussion with Mayor Erosenko. I believe it clarifies the Municipality's position that there is no legal basis or rights between employees of different bargaining units.

Hopefully this will provide you what you need.

Marshall W. Bond
Municipal Manager
Municipality of Monroeville
2700 Monroeville Blvd.
Monroeville, PA 15146
412-856-3304
412-856-3366 (fax)

From: Dice, Chelsea (DICELAW)
Sent: Tuesday, December 29, 2009 4:09 PM
To: Bond, Marshall; Erosenko, Greg (outside email)
Subject: Lay-off language of CBAs & Employee Handbook

Dear Marshall and Greg,

As per my conversation with Greg, it is my understanding that the issue was raised by the Refuse Union that if they agree to the wage freeze and public works does not, can a public works employee who has been laid off, but who has been hired prior to the least senior refuse worker, take the least senior refuse workers position as per the Employee Handbook (section 4.3)? It is our legal opinion that this scenario cannot occur for the following reasons:

1. There would be no vacant position for the public works employee to move into;
2. There is an established past practice that part-time refuse workers are used first when needed, then non-union public works employees when there is a need for another refuse worker. As such, there is never a crossing of unions;
3. The public work CBA does not refer to lay-offs in the same manner as the refuse contract. It merely states part-time employees are to be laid off first. Furthermore, the public works CBA specifically indicates that it does not pertain to refuse workers under the General Conditions section. As a result, we cannot hold the refuse workers to any language set forth in the public works CBA;
4. Lastly, and most important, it would be our contention that the relative CBA trump what is stated in the Employee Handbook as the Handbook is merely guidelines to follow. Furthermore, both CBA were negotiate after the Handbook was established and last in time would prevail.

As you are aware, the Municipality cannot guarantee that someone will not file a grievance, but I believe we would support the refuse union and have a strong argument to prevail in litigation.

12/30/2009

If you have any questions please call me.

Thanks,
Chelsea

Chelsea Dice, Esquire
BRUCE E. DICE & ASSOCIATES, P.C.
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