

ORDINANCE NO. 1099

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
ADOPTING AND APPROVING A COLLECTIVE BARGAINING
AGREEMENT WITH THE REFUSE COLLECTION DIVISION OF
THE DEPARTMENT OF PUBLIC WORKS

BE IT ORDAINED and enacted by the Municipality of Monroeville, in Council assembled as follows:

Section 1. The Collective Bargaining Agreement between the Municipality of Monroeville and the Refuse Collection Division of the Department of Public Works is hereby adopted and approved. The term of the contract shall be retroactive to June 1, 1977, and terminate on May 31, 1978. A copy of said Agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED and ENACTED this 14th day of February, 1978.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Entered in Legal Book February 27, 1978

EXHIBIT "A"

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 14th day of February, 1978, 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",

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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".

W I T N E S S E T H:

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 representation 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 one-year period beginning on June 1, 1977, and ending May 31, 1978; and

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.

It is the intent and purpose of the parties hereto 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.

2. PERSONS COVERED.

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

3. TERM OF CONTRACT.

This contract shall cover the period beginning June 1, 1977 and ending May 31, 1978.

4. REFUSE COLLECTOR - REFUSE COLLECTOR-DRIVER WAGES.

It is agreed that the wages for refuse collectors and refuse collector-drivers shall be increased thirty-five (35¢) cents per hour over the previous contract year.

Wages shall be:

Refuse Collector	5.461
Refuse Collector-Driver	5.635

5. COST OF LIVING INCREASE.

The cost of living increase is eliminated.

6. HEALTH CARE

In addition to continuation of the provision of a hospitalization plan, as agreed to in the immediately prior contract, the Municipality agrees to provide, at no cost to the individual, a general health plan equivalent to the basic dental plan as offered by Blue Cross and Blue Shield of Western Pennsylvania. This plan will be implemented as soon as administratively possible upon proper approvals by both parties to this contract.

7. VACATION WAGES.

For the contract year beginning June 1, 1977, the Municipality agrees to pay a daily vacation wage rate equivalent to the daily hourly rate plus equivalent bonus rate.

8. PRODUCTIVITY AND ABSOLUTE MANAGEMENT RIGHTS.

While it is understood that the Municipality has the right to undertake changes in the refuse collection service to increase productivity, it is likewise realized that the full cooperation of refuse collectors and refuse collector-drivers is desirable to bring about the fulfillment of productivity objectives. Consequently, it is agreed by both parties that changes in the refuse collection service which decrease costs, maintain or increase the level of service, or increase output per unit will be a goal of both the Municipality and the members of the bargaining unit during the contract year. Further, it is agreed by both parties that changes in the refuse collection service as provided by the Municipality, will be first discussed by representatives of the Municipality and bargaining unit, tested, where feasible, and evaluated by both the Municipality and representatives of the bargaining unit.

9. OTHER MATTERS.

It is agreed that all other items included in the previous contract will be in full force and effect for the period of this contract, except as specifically modified by this contract.

10. MUNICIPAL ACTION.

The same provision as in the immediately prior contract shall be in effect for the duration of this contract.

11. RESERVATION OF MUNICIPAL AUTHORITY.

Nothing contained in this Agreement shall be in any way construed so as to limit or diminish the authority of the Municipality, its Council or Manager, to operate, manage, and direct the Refuse Collection Division of the Department of Public Works and its individual members, to increase or decrease the size of the said department, to promote, demote, suspend, discipline or discharge any member thereof, or in any way limit the authority of the Municipality except as to the establishment of wages and the continuation of existing fringe benefits, sick leave and vacation programs for employees of the Refuse Collection Division.

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

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

By S/ Michael P. Lynch
Mayor

WITNESS:

REFUSE COLLECTION DIVISION OF THE
DEPARTMENT OF PUBLIC WORKS

CERTIFIED EMPLOYEE REPRESENTATIVES

S/ Earl Hemby

S/ Robert O. Gibson

S/ James R. Burrell