

**BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE**

AN ORDINANCE OF THE MUNICIPALITY OF )  
MONROEVILLE AUTHORIZING THE PROPER )  
OFFICIALS OF MONROEVILLE TO ENTER )  
A COLLECTIVE BARGAINING AGREEMENT )  
WITH THE PUBLIC WORKS BARGAINING UNIT )

ORDINANCE NO. 2393

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

SECTION 1. The proper officials of the Municipality of Monroeville are hereby authorized to enter a Collective Bargaining Agreement with the Public Works Bargaining Unit, said Agreement to be effective September 1, 2006 to August 31, 2011.

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

**ORDAINED AND ENACTED** this 8th day of May, 2007.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

\_\_\_\_\_  
Marshall W. Bond  
Municipal Manager

\_\_\_\_\_  
James Lomeo  
Mayor

ENTERED INTO LEGAL BOOK ON: May 18, 2007

**"EXHIBIT A"**

**A COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE MUNICIPALITY OF MONROEVILLE**

**AND**

**LOCAL #537, UTILITY WORKERS UNION OF AMERICA, AFL-CIO**

**COVERING THE YEARS**

**SEPTEMBER 1, 2006 THROUGH AUGUST 31, 2011**

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## **AGREEMENT**

**THIS AGREEMENT** is made and entered into this 8th day of May, 2007, by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Employer", and the Pennsylvania Social Services Union, LOCAL #537, UTILITY WORKERS UNION OF AMERICA, AFL-CIO, hereinafter designated as the "Union".

### **WITNESSETH**

**WHEREAS**, the parties hereto recognize that complete and uninterrupted service is of vital importance to the health, welfare, safety and comfort of the community, and desiring to establish a standard for wages and other conditions under which members of the Union shall work for the Employer during the term of this agreement; and

**WHEREAS**, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation and mutual objectives and averting interruptions and interference of service to the community;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

### **ARTICLE I**

#### **RECOGNITION**

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular Public Works workers per Memorandum of Understanding dated July 23, 2002 of the Employer comprised of Custodians, General Maintenance, Equipment Operator I, Animal Control Officer, Equipment Operator II, Mechanic and special use classification comprised of Journeyman, Heavy Equipment Mechanic, but excluding Working Foremen, Assistant Superintendents, Superintendents, Professional, Management-Level Employees, Supervisors, Confidential Employees, Temporary, Recreational Employees, Seasonal Employees, and Guards, in accordance with the certification of the Pennsylvania Labor Relations Board.

2. A seasonal employee is defined as any employee hired to perform work of a seasonal nature. (for example, summer help) and whose period of employment shall not exceed one hundred and twenty (120) calendar days.

### **ARTICLE II**

#### **MANAGEMENT RIGHTS**

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 of policy as:

- A. The functions and programs of the Employer;
- B. Standards of service;