

ORDINANCE NO. 1044

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE APPROVING  
A COLLECTIVE BARGAINING PURSUANT TO ACT 111 OF 1968 WITH  
THE MONROEVILLE POLICE DEPARTMENT FOR THE YEARS 1977, 1978,  
AND 1979 AND AUTHORIZING THE PROPER MUNICIPAL OFFICIALS TO  
ENTER INTO SAID AGREEMENT

BE IT ORDAINED, and it is hereby ordained by the Council of Monroeville.

ARTICLE I.

Section 1.

The proper officials of the Municipality of Monroeville are authorized to sign a collective bargaining agreement with the Monroeville Police Department pertaining to wages, salaries, fringe benefits and working conditions for the years 1977, 1978, and 1979.

Section 2.

The above mentioned agreement is attached hereto, made a part thereof, and marked Exhibit "1".

ARTICLE II.

Section 1.

This ordinance shall take effect at the earliest date provided by law.

ORDAINED AND ENACTED this 14th day of December, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ R. E. Droske  
Mayor

Entered in Legal Book January 3, 1977

COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 17th day of December, 1976, 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" and the Police Officers of the Municipality of Monroeville acting through their lawfully designated agents, hereinafter called "Police".

W I T N E S S E T H:

WHEREAS, more than fifty-one (51%) percent of the members of the Police Department of the Municipality of Monroeville have named a committee, known as their Wage Policy Committee, to act and bargain and execute a contract on behalf of the entire membership of the Monroeville Police Department with the Municipality of Monroeville for the purpose of establishing wages, salaries, fringe benefits, and working conditions for all the members of said department for the calendar years 1977, 1978, and 1979, a true and correct copy of the said committee authorization being attached hereto, made part thereof, and marked Exhibit "A"; and

WHEREAS, in pursuants of the authorization and requirements of the Commonwealth of Pennsylvania Act 111 of 1968, the said wage policy committee of the Police Department has met and negotiated with Municipal Council of the Municipality of Monroeville on the subject of wages, salaries, fringe benefits, and working conditions for the police officers for the years 1977, 1978, and 1979 have reached agreement thereon; and

WHEREAS, it is the desire of the Municipality and of the said police officers acting through their said Wage Policy Committee, 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 Municipal Police Officers now or may be hereafter entitled to bargain for individually or collectively, with their Municipal employers.
2. PERSONS COVERED: This agreement shall cover all sworn police officers (both probationary and regular) of the Municipality of Monroeville, but shall not be construed to cover police radio dispatchers, animal control officers, or any other classification of Municipal employee.
3. WAGES: It is agreed that beginning the first day of the following years, hourly wage rates shall be adjusted to provide for the following annual total wage increases for all steps and classifications of sworn police officers:

1977 - \$900.00 per year  
1978 - \$900.00 per year  
1979 - \$900.00 per year

4. HEALTH CARE: It is agreed that beginning the first day of January 1977 or as soon as procedurally possible, a dental care plan of protection having the same coverage as the Blue Cross/Blue Shield of Western Pennsylvania Plan commonly known as "High Option" for 1977 shall be provided all sworn police officers and their immediate families as defined in the above mentioned plan.

It is agreed that beginning the first day of January 1979, or as soon as procedurally possible, an eye care plan of protection having the same coverage as the basic Blue Cross/Blue Shield of Western Pennsylvania Plan shall be provided all sworn police officers and their immediate families as defined in the above mentioned plan.

The expense of both plans once initiated shall be borne solely by the Municipality.

5. VACATIONS: Effective at the beginning of 1978, the vacation plan for all sworn police officers shall be modified to reflect the following:

After 13 years service - 20 working days (4 weeks)  
After 18 years service - 25 working days (5 weeks)  
After 25 years service - 30 working days (6 weeks)

Effective at the beginning of 1979, the vacation plan for all sworn police officers shall be modified to reflect the following:

After 10 years service - 20 working days (4 weeks)  
After 15 years service - 25 working days (5 weeks)

6. PENSION FUND: Effective at the beginning of 1978, it is agreed that the Municipality shall modify the Police Pension Trust Agreement to reduce the monthly average from sixty (60) months to thirty-six (36) months for calculation of pension entitlement and provide for all costs to the police pension trust resulting from this decrease, if any.

Effective at the beginning of 1979, it is agreed that the Municipality shall modify the Police Pension Trust Agreement to provide a fifty (50%) percent social security offset for retired qualified police officers and provide for all costs to the police pension trust resulting from this benefit, if any, except the increased contributions required of police participants in the plan.

7. TERM: This agreement shall remain in full force and effect until December 31, 1979.
8. MUNICIPAL ACTION: The Municipality shall take all steps lawfully necessary to effectuate by legislation the increase in salary for the period indicated as set forth in this agreement and all other legislation necessary to implement the provisions of this agreement.

9. STRIKES: The police, individually and collectively, agree that during the term of this agreement there shall be no strikes, slow-ups, stop-pages of work, or any other form of police interference with the work of the Municipality. There shall be no picketing of the Municipality, its property, or the person or property of its elected or appointed officials or employees. The provisions of this paragraph shall remain in effect whether or not such action shall be now or shall, any time in the future become lawful.
  
10. 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 Manager, and Municipal Council to operate, manage and direct the police department and its individual members, to increase or decrease the size of the police department, to promote, demote, suspend, discipline or discharge any member thereof, or in any other way limit the authority of the Municipality except as to the establishment of wages and uniform allowances and a continuation of existing fringe benefits, sick leave and vacation programs for sworn police officers.
  
11. OTHER MATTERS: All existing terms, conditions, and benefits not modified by this agreement shall continue in full force and effect.

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

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ R. E. Droske  
Mayor

POLICE OFFICERS OF THE MUNICIPALITY  
OF MONROEVILLE, WAGE POLICY COMMITTEE

WITNESS

S/ Donald L. Jones

S/ Bernice Bedsworth

S/ William E. McAllister

S/ Bernice Bedsworth

S/ John Garofolo

S/ Bernice Bedsworth