

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE APPROPRIATE OFFICIALS OF THE
MUNICIPALITY TO ENTER A COLLECTIVE BARGAINING
AGREEMENT WITH THE POLICE DEPARTMENT CIVILIAN
EMPLOYEE (PDCE) AND MUNICIPAL CLERICAL WORKERS
(MCW) OF THE MUNICIPALITY OF MONROEVILLE

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 Police
Department Civilian Employee (PDCE) and the Municipal Clerical Workers (MCW) of
the Municipality of Monroeville. A copy of said Agreement executed by both
parties is attached hereto, made a part hereof and marked Exhibit "A".

BE IT ORDAINED AND ENACTED this 11th day of October.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 11th day of October, 1983, by and between the Municipality of Monroeville, a Municipal Corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "Municipality" and each and every Police Department Civilian Employee, hereinafter called PDCE, and Municipal Clerical Workers, hereinafter called MCW, of the Municipality of Monroeville, acting through their lawfully designated agents.

W I T N E S S E T H:

WHEREAS, more than fifty-one (51%) percent of each and every PDCE and MCW of the Municipality have named a committee, known as their Wage Policy Committee, to act and bargain for a contract, on behalf of each and every PDCE and MCW with the Municipality and subject to ratification by a majority of a quorum of said PDCE/MCW, for the purpose of establishing wages, salaries, fringe benefits, and working conditions for each and every PDCE and MCW for the calendar years 1983 and 1984, a true and correct copy of the said committee authorization being attached hereto, made a part hereof, and marked "Exhibit A"; and

WHEREAS, in pursuance of the authorization and requirements of the Commonwealth of Pennsylvania Act 195 of 1970, as amended, said Wage Policy Committee has met and negotiated with Municipality on the subject of wages, salaries, fringe benefits, and working conditions for each and every PDCE and MCW for the years 1983 and 1984, and have reached agreement thereon, orally and through various writings, and

WHEREAS, it is the desire of Municipality and of each and every PDCE and MCW to reduce said Agreement to a single legally binding written document,

NOW THEREFORE, in consideration of the above and in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby the parties hereto agree as follows:

Section 1 - Intent

It is the intent and purpose of the parties hereto that this Agreement shall include all matters related to wages, salaries, hours, fringe benefits, grievances, and working conditions which by law or otherwise each and every PDCE and MCW now is or hereafter may be entitled to bargain for individually or collectively with their Municipal employers.

Section 2 - Applicability

This agreement shall be applicable to each and every PDCE and MCW of the Municipality collectively and individually, but shall not be construed to be applicable to any other classification of Municipal employee.

The Municipality of Monroeville recognizes the Police Department Civilian Employees and Municipal clerical Workers organizations as the employee organizations certified by the Pennsylvania State Labor Relations Board in proceeding numbered PERA-R-12,567-W to be the exclusive bargaining representative for all the employees in the following unit:

In a subdivision of the employee unit comprised of all full-time and regular part-time non professional employees, including, but not limited to police department civilian employees, police communications dispatcher, animal control officer, and municipal clerical workers, and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the Act.

Section 3 - Wages and Compensation

A. Hourly Wage Rates

Beginning with the first shift commencing after 12:01 a.m. of January 1 of each year in which this agreement is in effect (unless another date is specifically designated below), hourly wage rates shall be adjusted to provide the following wage increase for each PDCE/MCW employee covered by this agreement.

| <u>Year</u> | <u>Annual Wage Increase</u> |
|-------------|--|
| 1983 | Wage Freeze to rate paid Dec. 31, 1982 |
| 1/1/84 | 4% Increase |
| 6/1/84 | 2% Increase |

All other paragraphs of Exhibit 1 of Ordinance 1209, Section 3, shall remain in full force and effect for the duration of this contract except paragraph F dealing with Cost of Living. It is agreed that the Cost of Living provision is removed from this contract, and that no cost of living pay adjustment will be made pursuant to this contract.

Section 4 - Pension

As provided in Resolution No. 82-41 of August 10, 1982.

Section 5 - Life Insurance

Section 5 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract.

Section 6 - Uniforms - PDCE

Section 6 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract, except that, beginning January 1, 1984, the annual uniform allowance shall be raised by \$20 to a total of \$235 per year.

Section 7 - Health Care

Section 7 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract except that in paragraph D the current carrier - Blue Cross/Blue Shield of Western Pennsylvania shall be substituted for the previous insurance carrier, Vision Service Plan of Pennsylvania, and a new paragraph F, entitled Prescription Drug Care is added to read as follows:

F. Prescription Drug Care

Effective October 1, 1983, the Municipality shall provide at no cost to the employee the Blue Cross/Blue Shield Prescription Drug Plan, as provided all other Municipal employees.

Section 8 - Leaves of Absence

Section 8 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract except that in paragraph B, vacation leave shall be amended beginning January 1, 1984, as follows:

3 weeks after 5 years employment
4 weeks after 10 years employment

Also, it is agreed that employees who are ill or sustain injury prior to beginning their vacation may re-schedule their vacation leave at a later date provided the vacation does not carry into the next calendar year, which is prohibited.

Section 9 - Grievance Procedure

Section 9 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of the contract.

Section 10 - Reductions in Force, Strikes and Lockouts

Section 10 of Exhibit 1 of Ordinance 1209 is amended to read as follows:

It is agreed that reduction in force imposed by the employer shall be accomplished by seniority within the job classification. The least senior employee, based upon date of hire, shall be furloughed first within the particular job classification being reduced. If more than one position is being eliminated within the same job classification, then the order of furlough shall be from least senior to most senior based upon date of hire until the reduction in force is completed.

For the duration of this agreement, the PDCE and MCW, its officers and members, shall not engage in a strike as that term is defined in Act 195.

The Municipality of Monroeville for the duration of this agreement, or any extensions thereof, shall not institute a lockout.

Section 11 - Municipal Action

Section 11 of Exhibit 1 of Ordinance 1209 shall remain in force and effect for the duration of this contract.

Section 12 - Term

This Agreement shall take effect at 12:01 a.m. on January 1, 1983 and shall remain in effect until 11:59 p.m., December 31, 1984.

Section 13 - Reservation of Municipal Authority

Section 13 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract.

Section 14 - Reservation of Past Practices

Section 14 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract.

Section 15

Section 15 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract.

Section 16 - Repealer

Section 16 of Exhibit 1 of Ordinance 1209 shall remain in full force and effect for the duration of this contract.

IN WITNESS WHEREOF, 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/ Michael P. Lynch
Mayor

S/ Robert P. Harvey
Robert P. Harvey

S/ Lois Lewis
Witness

S/ Rita S. Blum
Rita S. Blum

S/ Lois Lewis
Witness

S/ Frank W. Rawson
Frank W. Rawson

S/ Lois Lewis
Witness