

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:

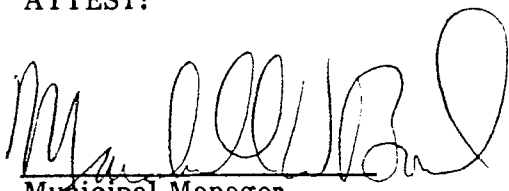
Section 1. The proper officials of the Municipality of Monroeville are hereby authorized to enter a Collective Bargaining Agreement with the Police Department Civilian Employee (PDCE) and the Municipal Clerical Workers (MCW) of the Municipality of Monroeville. A copy of said Agreement executed by both parties is attached hereto, made a part hereof and marked exhibit "A".

BE IT ORDAINED and ENACTED this 8th day of January, 1985.

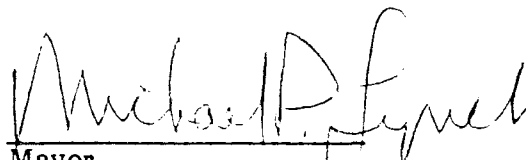
RESOLVED this 8th day of January, 1985.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Municipal Manager



Mayor

(SEAL)

## COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 8th day of January, 1985, 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 1985, 1986 and 1987, a true and correct copy of the said committee authorization being attached hereto, made 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 1985, 1986 and 1987, 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 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 proceedings 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 partime 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 legal 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>
1985	6%
1986	6%
1987	6%

### Section 4 - Health Care/Retirement

Effective January 1, 1985, unit members shall be eligible to receive paid hospitalization (BC/BS and MM) after retirement if 25 years of service or more has been rendered to the Municipality. This benefit should be available until the employee is eligible for medicare or received comparable coverage from a spouse's health care coverage, however the benefits shall not be paid by the Municipality for a period greater than eight years after retirement. Hospitalization shall be made available to employee on a self-pay basis should he/she retire before 25 years of service.

### Section 5 - Sick/Injury Leave

The parties acknowledge the Sick/Injury Leave Benefits set forth in Section 8-A of the Collective Bargaining Agreement adopted by Ordinance 1209 on June 22, 1980. The benefit therein set forth shall remain in effect modified only to delete the subsequent sick leave at half pay.

Any employee currently entitled to the Sick/Injury Leave shall be entitled to said benefit for the years 1985 through 1996 inclusive. However, any such employee and any new employee or employees not currently having said benefits shall accumulate such sick leave as hereinafter set forth.

For each calendar month of service to the Municipality without a day off due to sickness or injury an employee shall be entitled to one day sick/injury leave with pay. After appointment to full time status, probationary employees shall have credited any days earned during the probationary period. However during the probationary period, employees shall not be entitled to sick/injury leave benefits paid by the Municipality. Such days of sick leave may be accumulated to a maximum of 132 which may be utilized in any calendar year and in the event such days are not so used, they may be converted at the option of the employee at the time of retirement or at the time of separation if vested with the pension plan, to the cash equivalent of \$25.00 per sick day accumulated

to a maximum of \$3,300.00.

The sick/injury leave benefit herein set forth shall be applied to all Municipal employees after his or her six month probationary period and shall be provided to existing employees immediately. However, as to such existing employees the accumulation of sick/injury days shall not increase the number of sick/injury days currently allowed pursuant to Ordinance 1209 and days so accumulated shall become effective only when the existing employees currently sick leave benefit expires on December 31, 1996. The accumulated sick/injury leave shall apply immediately for the \$25.00 per day cash conversion benefit available at the time an employee retires.

The number of sick/injury days accumulated may be utilized by an employee for early retirement in lieu of cash benefits at such time as an employee qualifies for retirement.

The accumulated sick/injury cash conversion benefit or early retirement benefit herein set forth shall not be applicable to any other benefit or contract provisions whether required by law or Collective Bargaining Agreement. Any cash conversion of sick/injury leave or use of such accumulated days or early retirement shall not be considered as wages or salary and shall not be utilized for the computation of any benefits of any nature.

Each employee shall be eligible to participate in the perfect attendance recognition and incentive program.

It is specifically agreed that the sick and injury leave benefit herein provided shall not exceed 132 days for any incidence of sickness or injury notwithstanding that any such incident begins in one calendar year and terminates in another calendar year. If an incidence of sickness or injury occurs all in one calendar year, 132 days plus scheduled days off for holidays shall be available. If an incidence of sickness or injury begins in one calendar year, and fewer than 132 days are used, the sickness injury leave will be carried into the following year, but the total days for each incident shall be limited to 132 days plus scheduled holidays, and the days used in the second calendar year shall be deducted from the available 132 days for that year. Under no circumstances shall the number of sick or injury days exceed 132 for any calendar year or any sick or injury incident.

An incident of sickness or injury shall be defined as the period between when the employee first utilizes sick/injury leave and when an employee is released by the medical doctor to return to work or returns on his/her own volition.

In the event an employee is off work due to a work related injury and uses all of the sick and injury leave days, to-wit 132, the employee returns to work the employee shall be entitled to an additional 15 days sick leave over and above the 132 previously taken for work related injury. This provision applies only to work related injuries.

#### Section 6 - Extended Leave of Absence

Members of the Bargaining Unit desiring permission to go on extended leave of absence (paid or unpaid) must have utilized all available vacation days before such a request will be considered by management, for this purpose vacation does not include personal holidays, personal days, birthdays, anniversary days, etc.

Section 7 - Longevity

Effective January 1, 1987, bargaining unit members shall receive a longevity award increased to \$35.00 per year of continuous services, with a maximum award of \$700.00.

Section 8 - Work Preference

Include MCW in Section 3E of Ordinance 1209 which will give first preference in any new work details and overtime to full time personnel before part time personnel.

Section 9 - Pension

It is agreed that at least one representative from the PDCE and MCW bargaining group shall meet with representatives of the Monroeville Employees Pension Plan to discuss improvements which can be considered for amendment to the Plan, and to monitor the existing pension plan.

Section 10

All provisions of Agreements with this Bargaining Unit set forth in Ordinances 1209 and 1384 not deleted, changed or herein modified are continued in full force and effect in this agreement.

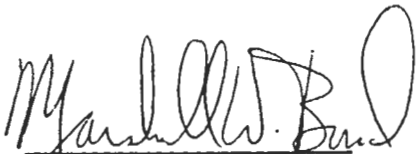
Section 11 - Repealer


Any Ordinance or part of an ordinance in conflict with any of the provisions of this Ordinance is hereby repealed to the extent of any such conflict.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

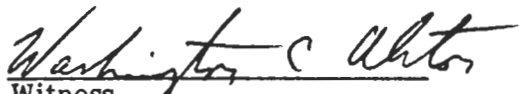
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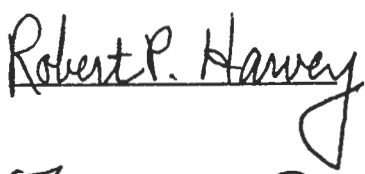
MUNICIPALITY OF MONROEVILLE


  
Municipal Manager

  
Mayor

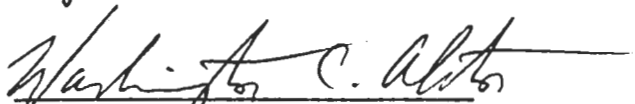
Rita S. Blum

  
Witness



  
Witness

Frank Rawson

  
Witness