

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

ORDINANCE NO. 1599

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 Employees (PDCE) and Municipal Clerical Workers (MCW), said Agreement to be effective January 1, 1988.

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 December, 1987.

(SEAL)

MUNICIPALITY OF MONROEVILLE



Washington C. Alston
Municipal Manager



George C. Dale
Deputy Mayor

"EXHIBIT A
A COLLECTIVE BARGAINING AGREEMENT"
BY AND BETWEEN
MUNICIPALITY OF MONROEVILLE
AND
POLICE DEPARTMENT CLERICAL EMPLOYEES
AND
MUNICIPAL CLERICAL WORKERS
COVERING THE YEARS
JANUARY 1, 1988 THROUGH DECEMBER 31, 1991

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 1988, by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Employer", and the Police Department Clerical Employees (PDCE) and the Municipal Clerical Workers (MCW), hereinafter designated as the "Bargaining Unit."

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 Bargaining Unit 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 Bargaining Unit as the sole and exclusive bargaining agent for that subdivision of Municipal Employees comprised of all full time and regular part time, non-professional employees including Clerk I, Clerk II, Secretarial Assistant I, Secretarial Assistant II, Payroll and Benefit Clerk, Animal Control Officer, Radio Communications Dispatcher, and Police Records Clerk; excluding Management Legal Employees, Supervisors, First Level Supervisors, Confidential Employees and Guards as defined in the Act.

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

ent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as:

- (a) The functions and programs of the Employer;
- (b) Standards of service;
- (c) Its overall budget;
- (d) The utilization of technology;
- (e) The organizational structure; and
- (f) Selection and direction of personnel.

The above set forth management rights are by way of example, but not by way limitations.

2. The Bargaining Unit, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.

3. There shall be no individual agreements between employees and the Employer.

4. Nothing herein contained is to be construed to mean that an employee or group of employees have inherent rights to a particular task or job.

ARTICLE III

GENERAL CONDITIONS

It is the intent and purpose of the parties hereto that this Agreement will set forth the rates of pay and other conditions of employment, and will promote and improve orderly and peaceful relations between the parties in order to achieve uninterrupted operations as well as to achieve the highest level of employee performance, consistent with safety, good health, and sustained effort. In addition to the conditions that may be provided elsewhere in this Agreement, the following shall be observed:

1. It is the policy of the Employer and the Bargaining Unit that there will be no discrimination against any employee or applicant for employment on account of race, color, creed, sex, age, or natural origin. In addition, there shall be no discrimination, restraint or coercion against any employee because of membership in the Bargaining Unit.

2. Words used in the Agreement in the masculine gender shall include the feminine and the neuter.

3. Bargaining Unit activities shall not interfere with the normal operation of the Employer's services.

4. Supervisory personnel not belonging to the bargaining unit will be permitted to perform bargaining unit work provided such work is not created to result in lay off or lost time for bargaining unit members.

5. It is recognized that the Employer may introduce a revision in the method or methods of operation or revise job duties, including

biological advances. The Employer agrees that if substantial changes are made in the regular job duties or requirement of any job, either party may propose a revision of the wage standards for that job. In the event the parties cannot agree upon a revision of the wage standards, the matter shall be handled in accordance with the grievance procedure set forth in this Agreement. In the event a new job is created, and the parties cannot agree upon the wage standard, the Bargaining Unit shall have the right to appeal the matter through the grievance procedure of this Agreement.

6. Employees may be subject to a mechanized time-keeping system at the discretion of the Employer.

7. In the event that an employee suffers a non-work related illness or injury which renders him temporarily unable to perform his duties but he is physically capable of performing the duties of a vacant position in the Municipality, the Employer shall have the right to place the employee in such position. An employee assigned to light duty shall continue to receive the rate of pay associated with his regular job classification. Nothing in this section shall be construed to limit the Employer's right to place an employee on disability retirement. However if an employee does not choose disability retirement when such employee recovers from his non-work related illness or injury, he shall have a right to return to the position he held immediately prior to such disability.

8. When a job is created or vacated, such a job shall be posted for a period of five (5) working days. Nothing shall diminish management right to fill jobs or abolish jobs. Employees shall not be permitted to move laterally or move into a lower-rated job more than twice in a one (1) year period. If an employee is interested in being considered for the position, he must file a written bid with the Municipal Manager within five (5) working days of the posting. Vacancies shall be filled within ten (10) days from among qualified employees, giving consideration to the following factors;

- a. Ability to perform the work, as determined by periodic evaluation and demonstrated proficiency,
- b. Physical fitness, as determined by sick and injury leave records
- c. Length of bargaining unit service

9. An employee who is promoted to a non-bargaining unit position shall be eligible to return to a bargaining unit position within six (6) months of the effective date of his promotion. He shall retain the seniority he had at the time that he left the bargaining unit and also be credited for seniority purposes with the period of time spent in the non-bargaining unit position. Such promotion shall not be considered a break in continuous service for municipality service seniority. However holding a non-bargaining unit position for longer than six (6) months constitutes a break in continuous service for bargaining unit purposes.

10. Payment of wages to the members of the bargaining unit shall be bi-weekly in accordance with present practice. If the scheduled pay day falls on any holiday provided for in this Agreement, all employees shall be paid before quitting time on the day preceding said holiday. The pay stubs

so issued that the employee may retain said stub for his permanent record and must clearly list the following: Employer's name, employee's name, period worked, hours worked, gross wages, itemized deductions, and net pay.

11. The Bargaining Unit shall have the privilege of using designated bulletin boards for the purpose of informing employees of official Bargaining Unit meetings, functions, affairs, and elections.

ARTICLE IV

HOURS OF WORK AND OVERTIME

1. The Municipality guarantees forty (40) hours of work per week. The normal work week shall consist of five (5) consecutive days during the week from Monday to Friday, inclusive. Deviation from the normal work week should not be unilaterally changed. The normal work day is eight (8) consecutive hours exclusive of a one-half hour unpaid lunch period. When employees report for the regularly scheduled work, they should receive no less than their scheduled hours of work or pay for that day. The employees will be granted two (2) fifteen minute rest breaks daily..

2. The normal work shift shall be 8 A.M. to 4:30 P.M. for MCW employees and as posted for PDCE bargaining unit members. Additionally, bargaining unit members reserve the right to participate in a "flexible time program" as may be offered by the employer.

3. (a) Any employee scheduled to work prior to the scheduled starting time and after the normal eight (8) hour work day shall be paid at time and one-half the regular straight time hourly rate of pay.

(b) In the event that overtime is worked, an unpaid meal break of one-half (1/2) hour must be allowed at least every five (5) hours.

(c) All overtime shall be equally distributed or offered by the Employer to bargaining unit members by job classification within the Bargaining Unit. The Municipality shall give preference to each and every PDCE and MCW as opposed to special or part time (PDCE and MCW) regarding all work details, schedules and overtime. The Bargaining Unit shall be permitted to verify from records of the Employer compliance with the provisions of this paragraph.

(d) At the request of an employee and upon approval of the Employer, compensatory time off instead of pay at one and one-half (1-1/2) times the employee's straight time hourly rate of pay will be granted at two times the number of hours worked.

4. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours.

5. Employees shall endeavor to work reasonable amounts of overtime when overtime is necessary. If all qualified employees refuse an overtime assignment, the most junior employee qualified to perform the work may be required to accept the overtime assignment. The Employer will make every reasonable effort to give advance notice of scheduled overtime.

6. An employee to be laid off shall be notified of such action by quitting time on the preceding Friday; an employee laid off on any day thereafter shall be entitled to pay for the entire work week. For example, an employee laid off on Wednesday of any work week shall be paid for that day and any scheduled work days of that work week. The term "work week" shall be defined as the period from 12:01 A.M. through 12:00 P.M. Sunday under the provisions of this paragraph.

ARTICLE V

SENIORITY

1. Each employee shall have seniority. Seniority, unless otherwise stipulated, is based on length of continuous service within the bargaining unit. Municipal and bargaining unit seniority shall be accumulated during approved leaves of absence, except leave without pay, which includes periods of disciplinary suspensions in the last five (5) years and as long as such seniority is not terminated in accordance with other provisions of this Agreement.

2. In recognition of the responsibility of the Employer for efficient operations, it is understood and agreed that in all cases of layoffs, the sequence of furloughs shall be as follows:

- 1. Seasonal employees
- 2. Temporary employees
- 3. Probationary employees followed by full time, regular members of the bargaining unit as designated by the Municipal Manager by position.

Further, nothing in this agreement shall circumvent the prescribed procedures for affecting layoffs in accordance with Municipal Ordinance 1517 or as amended.

3. All new employees shall be considered probationary employees for a period of six (6) months from the beginning of their employment, during which time they shall have no seniority, shall be probationary rate, and be bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said six (6) months period from the beginning of his employment at the sole discretion of the Employer. If such employee is retained beyond the six (6) months probationary period from the beginning of his original employment, he shall immediately thereafter be classified as a permanent employee and his seniority shall commence as of the date of his original employment. All benefits received by members of the bargaining unit are to be equally bestowed upon probationary employees upon the successful completion of the probationary period.

4. The Employer agrees to furnish a seniority list of all bargaining unit employees to the Bargaining Unit Representative on or before January 1

