

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 1680

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF MONROEVILLE
TO ENTER INTO AN AMENDMENT TO THE COLLECTIVE
BARGAINING AGREEMENT WITH THE MONROEVILLE POLICE
OFFICERS AND AMENDING ORDINANCE NO. 1598

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 into an amendment to the Collective
Bargaining Agreement with the Monroeville Police Department, effective
immediately, concerning the subjects of grievance procedures and arbitration.

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

SECTION 3. Ordinance No. 1598 is hereby amended to include the terms
set forth in Exhibit "A" concerning grievance procedures and arbitration.

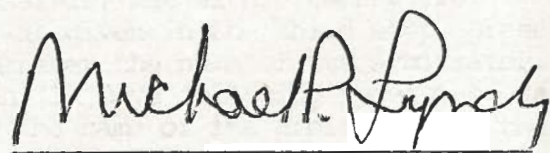
SECTION 4. All Ordinances and parts of Ordinances in conflict with
this Ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED this 12th day of September, 1989.

ATTEST:

MUNICIPALITY OF MONROEVILLE


Washington C. Alston
Municipal Manager


Michael P. Lynch
Mayor

Entered into Legal Book on _____

EXHIBIT "A"

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1 - GRIEVANCE PROCEDURE

In the event of any controversy concerning the meaning or application of any provision of this contract and/or policy or procedures set forth by the administration, and all matters of discipline, there shall be no suspension of work, but such controversy shall be treated as a grievance and shall be settled, if possible, in the simplest and most direct manner, by the Wage Policy Committee and the Municipality in the following manner:

- STEP 1 Any grievance submitted by a member of the Police Department must be presented to the Wage Policy Committee in writing and must be filed no later than fifteen (15) working days following the date the cause of the grievance occurs or knowledge of its occurrence. The Wage Policy committee shall then present the grievance to the Chief of Police or his designee.
- STEP 2 The Chief of Police or his designee shall answer the grievance in writing within seven (7) working days from the date of its submission to him.
- STEP 3 If the grievance is not settled satisfactorily to all parties, the matter shall be presented to the Municipal Manager or his designee for resolution. The Manager or his designee shall meet with the Wage Policy Committee no later than seven (7) working days from the date of its submission to him. The Manager or his designee shall then report his findings to the Wage Policy Committee in writing within seven (7) days of said meeting.
- STEP 4(a) If the dispute or grievance is not settled in the third step, the matter shall be submitted to binding arbitration. The Wage Policy Committee shall as soon as possible, but within twenty (20) working days after the reply was given in the third step, present in writing to the Municipal Manager the name of its arbitrator. The Manager shall within seven (7) days following receipt of said appointment submit in writing the name of its arbitrator to the Wage Policy Committee. The parties will present a joint statement in writing as to the matter to be submitted to arbitration. The two (2) arbitrators so selected shall meet as soon as possible and endeavor to agree on a settlement of the matter in dispute. If settlement by the two (2) arbitrators is not agreed to within five (5) working days they shall endeavor to select a third arbitrator within the next five (5) working days. Should the two (2) arbitrators be unable to agree on a third arbitrator within the time limit specified, then the parties shall jointly request the American Arbitration Association to furnish a list of arbitrators from among whom the third arbitrator shall be selected.

- (b) The three (3) arbitrators so selected shall constitute the Board of Arbitration, shall meet at the earliest possible date, shall review the matter in dispute, and shall make their findings and reach their conclusions as expeditiously as possible. The Board of Arbitration in making findings and reaching conclusions shall confine such findings and conclusions to the matter which was submitted to the Board in writing. The arbitrator shall have no power to add to or subtract from, or modify any terms of this agreement. The findings made or conclusions reached by a majority of the arbitrators shall be submitted to the parties in writing and shall be final and binding upon the parties and the aggrieved.
- (c) The Wage Policy Committee and the aggrieved party shall be allowed the necessary time off, without loss of scheduled pay to attend grievance meetings. The expenses of any salary incident to the services of the third arbitrator and all general expenses of the board shall be as provided in Act 111 of June 24, 1968.

SECTION 2 - SUSPENSION OF WORK

The Wage Policy Committee and members of the Policy Department covered by this agreement agree that as long as this agreement is in effect, there shall be no strikes, sit-downs, concerted slowdowns, stoppages of work, boycotts, or any unlawful acts that interfere with the Municipality's operations and with the public safety of the citizens of the Municipality. Any violation of the foregoing may be the subject of disciplinary action, including discharge, subject to all existing laws.

SECTION 3 - UNTIMELY ACTION

Any grievance not acted upon within the time limits prescribed under this Article shall be deemed to be conceded by the party failing to act within said time limits, unless such time limit has been extended by mutual agreement in writing. Under no circumstances will the failure to meet the prescribed time limits be construed by either party as having established a precedent.

Joseph R. Wentzelle

Washington C. Alton

William E. McAllister

Charles W. Muzzo

Stanley R. ...

James P. ...
