

BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE

**AN ORDINANCE OF THE MUNICIPALITY OF)
MONROEVILLE AUTHORIZING THE PROPER)
OFFICIALS OF MONROEVILLE TO ENTER INTO)
A COLLECTIVE BARGAINING AGREEMENT WITH) ORDINANCE NO. 2531
POLICE DEPARTMENT WAGE POLICY COMMITTEE)
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 Wage Policy Committee, said Agreement to be effective January 1, 2012.

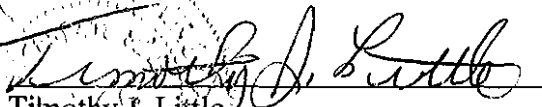
SECTION 2. A copy of the Agreement is attached hereto, made a part hereof and marked "Exhibit A."

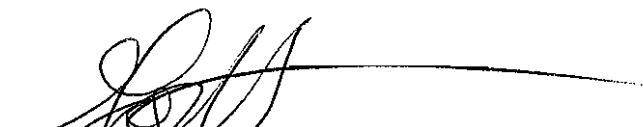
ORDAINED AND ENACTED this 9th of November, 2011.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE


Timothy J. Little
Municipal Manager


Gregory J. Brosenko
Mayor

ENTERED INTO LEGAL BOOK ON: November 19, 2011

"EXHIBIT A"

2012-2014 LABOR AGREEMENT

BETWEEN

THE MUNICIPALITY OF MONROEVILLE

AND

MONROEVILLE POLICE DEPARTMENT

WAGE POLICY COMMITTEE

(PF-R-86-85-W)

COVERING THE YEARS

JANUARY 1, 2012 TO DECEMBER 31, 2014

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2012, by and between the Municipality of Monroeville, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Municipality", and the Wage Policy Committee of the Monroeville Police Department, hereinafter referred to as "Wage Policy Committee").

WITNESSTH:

WHEREAS, the parties hereto are bound by the act of the Pennsylvania Legislature, being Act No. 111 of the regular 1968 Session entitled, "Police and Firemen Collective Bargaining; and

WHEREAS, a more than 51 percent of the members of the Police Department have pursuant to Section 1 of Act No. 111 designated the "Wage Policy Committee" of the Monroeville Police Department to negotiate on behalf of all the members of the Department with the Municipality regarding all matters related to wages, salaries, hours, fringe benefits, grievances and working conditions of their employment; and

WHEREAS, the parties through their designated representatives, have bargained collectively regarding wages and other conditions of employment, pursuant to the binding arbitration section of Act 111; and

NOW THEREFORE, This contract, in consideration of the mutual promises and in consideration of the following agreements by and between the Municipality of Monroeville and the Wage Policy Committee do hereby agree with each other as follows:

15.4.1 RECOGNITION

15.4.1.1 The Municipality hereby recognizes the Wage Policy Committee as the sole and exclusive collective bargaining representative for wage and other terms and conditions of employment pursuant to the Certification of Representation by the Pennsylvania Labor Relations Board, in accordance with Act 111 and the Pennsylvania Labor Relations Act, in Case No. PF-R-86-85-W dated October 29, 1986, for all regular sworn police officers of the Monroeville Police Department from the rank of probationary patrol officer through the rank of Lieutenant, and excluding all management level employees.

15.4.1.2 The Employer agrees that it will not enter into any written or oral agreement with any employees covered by this agreement which is inconsistent with or which in any way modifies or waives any provision of this agreement.

15.4.2. MANAGEMENT RIGHTS

15.4.2.1 Except to the extent expressly abridged by a specific provision of this Agreement, or the express provision of the Home Rule Charter, the Municipality reserves and retains the sole and exclusive right to operate, manage and direct the police department and its regular police force, as such rights existed prior to the execution of this or any other previous agreement with the Wage Policy Committee. It is understood and agreed that all management rights repose in the Municipality, and such rights must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:

- A. The right to direct employees of the Department.
- B. The right to hire, promote, and retain employees in a position within the Department, and to suspend, demote, discharge, or take other disciplinary action against employee, except as limited by applicable laws and Civil Service regulations and to set standards with respect to these rights.
- C. The right to relieve employees from duties in conformance with the Civil Service rules and regulations as outlined by the Commonwealth of Pennsylvania.
- D. The right to maintain efficiency of the Department and to set standards for the safety of the public.

15.4.2.2 The Wage Policy Committee and on behalf of the employees, agrees to cooperate with the Employer to attain and maintain service and efficiency.

15.4.3. RIGHTS OF THE WAGE POLICY COMMITTEE AND MEMBERS OF THE MONROEVILLE POLICE DEPARTMENT

15.4.3.1 The Municipality shall make every effort to permit, when on duty, the members of the Wage Policy Committee to attend all special meetings of the committee and to meet with individual officers during his or their tour of duty when required. In no event shall these meetings interfere with the emergency operations of the police department.

15.4.3.2 The Municipality shall take due caution and care to protect the rights of individual officers in any administrative proceedings that might result in criminal charges or disciplinary action being filed against an individual officer. The Municipality shall give the officer the right to have legal counsel before making any statement, which is in addition to his/her normal police report. The Municipality shall not suspend, demote, or otherwise discipline an officer without just cause. The officer shall have the right to grieve any disciplinary actions under this Article including matters of suspension, demotion, or discharge.

15.4.3.3 Suspensions, charges and specifications and all references thereto shall be removed from the personnel jackets of the members after a period of three (3) years from the date of occurrence.

15.4.3.4 Those members serving as officers in the recognized collective Bargaining Unit for Monroeville Police Officers or serving as an officer in any police fraternal organization shall receive necessary time off without loss of scheduled pay to attend meetings, conventions or any other meetings that are scheduled or called for emergency purposes. Any expenses incurred while attending such gathering shall be borne by the officer. Also, the officer must give due and timely notice of such events.

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

15.4.3.6 Payment of wages to the members of the bargaining unit shall be biweekly in accordance with present practice. If the scheduled pay day falls on a holiday provided for in this Agreement, all employees shall be paid before quitting time on the day preceding said holiday. The pay stubs must be 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. Payment of wages may be by direct deposit ACH.

15.4.3.7 The Wage Policy Committee shall have the privilege of using designated bulletin boards for the purpose of informing employees of official Bargaining unit meetings, functions, affairs, and elections.

15.4.3.8 Police Officer's Bill of Rights-

Any complaint against a Police Officer must be in writing and signed by the complainant and delivered to the Municipality. The complainant must be willing to confront the accused Police Officer with regard to the complaint. At any meeting involving both the accused officer and the complainant, the Municipal Manager, Chief of Police, or the Assistant Chief of Police must be in attendance.

1. When an anonymous complaint is made against a Police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
2. When a citizen complaint is filed greater than three (3) months after the date of the alleged event complained of, which if true could not lead to a criminal charge, then such complaint shall be classified as unfounded.
3. If a Police officer is interviewed as part of an internal investigative or disciplinary procedure, and writes a statement as part of that investigation, or a transcript is taken or other mechanical record is made, of statements provided by the Police Officer, then a copy of the same must be given to the interviewed Police Officer, without cost or delay, upon request of said Police Officer or representative thereof.
4. If any Police Officer under interrogation is in any type of custody, he shall be completely informed of all his rights under Miranda prior to the commencement of the interrogation.

5. Any Police Officer under interrogation for the purpose of an internal investigation that may or may not lead to criminal charges shall be completely informed of his rights under Garrity.
6. At the request of any Police Officer under interrogation, he shall have the right to be represented by a member of the Wage/Policy Committee, who shall remain present at all times during the interrogation. The interrogation shall be suspended for a reasonable amount of time until such representation can be obtained.

15.4.3.9 Bidding of Shifts

All Police Officers shall bid on a shift and relief days according to seniority and will not rotate among other shifts or relief days. The bids shall be posted by the Municipality on the first Monday in November and the employees shall have at least three (3) weeks to complete the bidding process, the bids shall then take effect the first pay period in January.

A mandatory change in shift may only take place in the event of an emergency, which is defined for the purpose of this agreement as an unanticipated event that requires immediate police action. In the event a schedule is changed, the changed shift shall be paid at the overtime rate of pay. This section shall not apply to an officer attending periodic training in which his shift and pass days would need to be changed to allow attendance during a particular training exercise, however, the Municipality shall make every effort to schedule training on the officer's regularly scheduled workday.

This section shall not restrict the Administration from conducting additional bids throughout the year due to promotions, retirements, or officers being removed from probationary status.

15.4.4. WAGES

A. Wage Increase

Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014
1.0%	0.0%	0.0%

*** Percentage based on top patrolman's wage as of December 31 of each year, applied across the wage scale.

B. Equalize and maintain equal wage scale between the ranks of top Patrolmen and Lieutenants.

15.4.4.1 Patrolman Classification - Classification of police patrolman shall have six (6) pay steps, and employees within such classification shall be eligible for advancement from Step A to Step F as follows:

STEP A - After six (6) months of continuous service in Step A advance to Step B

STEP B - After six (6) months of continuous service in Step B advance to Step C
STEP C - After one (1) year continuous service in Step C advance to Step D
STEP D - After one (1) year continuous service in Step D advance to Step E
STEP E - After one (1) year continuous service in Step E advance to Step F
STEP F - Top Patrolman

B. Wage Scale for new Police Officers shall be as follows:

STEP A - \$25.00
STEP B - 60% of top Patrolman rate
STEP C - 70% of top Patrolman rate
STEP D - 80% of top Patrolman rate
STEP E - 90% of top Patrolman Rate
STEP F - 100% of top Patrolman Rate

COLA and annual wage increases shall be applied according to the proper percentage rate listed in each step, based on top patrolman pay increases.

15.4.4.2 Additional Police Classification - Classifications for police positions other than regular patrolman performing police work other than regular patrol work which shall be created, such as, detective, community safety officer, training officer, juvenile officer and traffic officer shall be appointed from the ranks of regular police officers.

15.4.4.3 Specialist Pay - Premium pay for persons performing in the capacity of detective, community safety officer, training officer, juvenile officer, traffic officer and school resource officer or other category of special activity designated by the Municipal Manager shall receive \$1,300.00 annually for the performance of the special detail. This additional \$1,300.00 shall be made in two annual installments of equal amounts. Effective January 1, 2004, the Specialist Pay will be increased to \$1,400.00 annually to be paid in two annual installments of equal amounts.

15.4.4.4 Cost of Living Adjustment (COLA) – Each police officer’s hourly wage rate shall be adjusted on a quarterly basis to reflect a \$0.02 per hour increase in the base wage for each .6 (6/10 of 1 full point) point increase in the 1967 = 100 ALL CITIES ALL URBAN AREAS CONSUMER PRICE INDEX as published by the U.S. Department of Labor. Hourly wage adjustments shall use the December calculative figure of each immediately prior year as the base for calculation. Cost of living payments are to be paid via separate check.

15.4.4.5 Shift Differential - Shift differential shall be \$0.70 per hour to be paid to officers working the hours other than 7:00 a.m. to 3:00 p.m.

15.4.4.6 Longevity Payment - Each police officer who has completed three (3) years of continuous service shall be entitled to a separate annual payment in the pay that is the first pay in December in the amount .10 of 1% of top patrolman base annual salary per year of service and for each succeeding year of service per continuous years of service and no cap shall

be placed on the number of years for which longevity compensation is computed. For officers who are hired after January 1, 2012, longevity will be paid beginning with completion of five (5) years of continuous service.

- 15.4.4.7** **Supervisor Pay** – The following shall be the pay differential for supervisors:
- a. Corporals shall be paid an additional \$1.00 above the top patrol rate.
 - b. Sergeants shall be paid an additional \$2.00 above the top patrol rate.
 - c. Lieutenants shall be paid an additional \$3.00 above the top patrol rate.

15.4.5. OVERTIME

15.4.5.1 **Overtime Work** - The Municipality shall not hire special police for the express purpose of eliminating overtime for regular full time police officers. Preference shall be given to regular full time police officers regarding all work details, schedules and overtime.

15.4.5.2 **Overtime Rate** - The Municipality shall pay each police officer one and one half (1-1/2) times his appropriate hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. In calculating time worked, all paid time shall be included, whether the time is actually worked or not.

If an officer works an overtime detail and call off sick for his regularly scheduled shift in the same workday, the officer will be compensated at the straight time rate for the overtime detail. In the event the Police Officer has a legitimate injury or illness and provides written documentation from a doctor then the Officer will be compensated at the appropriate overtime rate of pay. For the purpose of this paragraph, a workday shall be defined as a twenty-four hour period beginning at 7:00 a.m. one day and ending at 7:00 a.m. the next day.

15.4.5.3 **Appropriate Hourly Rate** - The appropriate hourly rate is defined as the regular hourly rate added to all forms of compensation, such as, longevity, shift differential, specialist pay, and all other compensation paid by the Municipality

15.4.5.4 **Overtime Scheduled by Classification** - Overtime shall be scheduled by particular divisions of the department, i.e., patrol division, detective division, special operations division, and traffic division. Overtime shall be allocated to these respective divisions personnel prior to allowing a person outside of the division for which overtime is required to bid on that overtime. Individuals filling a higher classification may be utilized in a lower classification when necessary, but at their current rate of pay.

15.4.5.5 **Overtime Option**– The Administration will provide officers with the option to receive compensatory time or pay for all overtime hours worked.

15.4.5.6 **Accumulated Compensatory Time** - Officers shall be allowed to accumulate compensatory time to a maximum of 480 hours. Accumulated compensatory time shall be taken at the time of an officer's retirement or he may elect to receive compensation totaling the dollar value of accumulated compensatory time. All compensatory time over 480

hours is to be scheduled for utilization within a thirty (30) day period of earning said compensatory time. All time not scheduled within thirty (30) days of notification of attaining 480 hours will be forfeited by the employee. It is the employee's responsibility to maintain 480 hours or less.

All Officers hired after the effective date of July 21, 2005 shall be allowed to accumulate compensatory time to a maximum of three hundred sixty (360) hours. Accumulated compensatory time shall be taken at the time of an officer's retirement or he may elect to receive compensation totaling the dollar value of accumulated compensatory time. All compensatory time over three hundred sixty (360) hours is to be scheduled for utilization within thirty (30) days of earning said compensatory time. All time not scheduled within thirty (30) days of notification of attaining three hundred sixty (360) hours will be forfeited by the employee. It is the employee's responsibility to maintain three hundred sixty (360) hours or less.

15.4.5.7 Use of Compensatory Time – All compensatory time requests of more than four (4) hours will be granted to an employee provided that it does not result in overtime cost to the Municipality. Once compensatory time has been approved it cannot be withdrawn due to others using others types of leaves which causes overtime. No compensatory time will be granted on Holidays and/or Christmas Eve and New Years Eve.

15.4.5.8 Overtime Utilization Policy -

Purpose-The purpose of the overtime utilization policy is to provide an equal opportunity for police officers to meet the established replacement needs of the department. Opportunities for overtime are generally elective on the part of the individual officer; however, the administration reserves the right to require (draft) personnel for overtime work based upon the needs of the department except for probationary employees and police officers not assigned to the patrol division.

Shift Overtime Selection System- All Patrol Officers will be considered for shift overtime unless they give notification of intention to sign off for the day. Sign off codes must be placed prior to the overtime offer.

Selection for shift overtime shall be based upon the following priorities, day off on the shift assigned and the least recent (oldest) opportunity. If more than one (1) officer has equal opportunity, and the same call out date, seniority will determine the call out.

The following priorities will be followed:

1. Days off from the shift with the vacancy, officer with the least recent opportunity
2. Days off from the other two shifts, officer with the least recent opportunity
3. Double out from the shift going off duty, officer with the least recent opportunity
4. Double out from the shift coming on duty following the shift with the vacancy, Officer with the least recent opportunity
5. Agreed to split four hour shift between shift going off duty and the shift coming on

Duty

6. Volunteer from any other division before draft
7. Draft the least senior man to the most senior man from the shift going off duty on a Rotating basis
8. Draft Exempt
 - A. Probationary employees (except in case of emergency)
 - B. Police officers not assigned to the patrol division (except in case of emergency)
 - C. Police officers off duty on the day of the vacancy (except in case of emergency)

Special Detail Overtime Selection System-Special detail overtime is exempt from the shift overtime utilization policy. Special detail overtime is defined as any event known at least four (4) hours in advance (i.e.: athletic events, mall details, parades, public gatherings, special patrol details, etc.) that normally would involve less than an eight (8) hour overtime period. Special detail overtime shall be rotated equally among the police officers within the department. Both acceptance and non-acceptance of a detail shall be counted as an opportunity, in the number of hours, towards that officer's special detail overtime opportunity hours.

The following are the exceptions whereby an officer **would not** be called to work or charged with non--acceptance of special detail overtime opportunity hours.

1. The officer is already working his assigned shift, flex shift or another overtime detail
2. The officer is off on paid leave, to include the following:
 - a. Anniversary
 - b. Bereavement
 - c. Birthday
 - d. Comp time (greater than four hours)
 - e. Injury
 - f. Jury Duty
 - g. Military
 - h. Paternity
 - i. Personal Day
 - j. Personal Holiday
 - k. Sick
 - l. Vacation
3. Officers that are off during "Block Weeks" of vacation shall not be called or credited for overtime opportunities during that time. Pass days before; during and after the block weeks of vacation shall be considered vacation for the purposes of this section.

Special detail opportunities will be logged by the staffing computer. If a special detail overtime shift arises, the most senior officer with the least amount of special detail overtime opportunity hours shall be notified of the opportunity. Regardless of whether or not the officer accepts or declines the special detail overtime, he shall be "charged" with the number of hours for that particular special detail overtime. The next special detail overtime will subsequently be offered first to the next most senior officer with the least amount of special detail overtime opportunity

hours. This procedure will be followed from the most senior officer to the least senior officer. Once the list goes from the most senior officer through the least senior officer in the department, the next opportunity shall revert back to the most senior officer with the least amount of special detail overtime opportunity hours and will continue in this manner as special detail overtime opportunities arise. In the event that a newly hired officer becomes eligible to work special detail overtime, he shall receive as his beginning special detail overtime hours the average number of hours accrued by the officers on the list. At the beginning of every calendar year, the number of special detail overtime hours shall revert back to zero for all officers and the process shall begin again from the most senior officer to the least senior officer.

Police Officers shall not be scheduled, called out, or credited for an opportunity to work for a twenty-four (24) hour shift cycle (i.e. 7:00 a.m.– 7:00 a.m.) except in the event of an emergency.

When a Police Officer utilizes sick leave that Officer shall not be eligible for overtime for a sixteen (16) hour period following the shift called off sick, except in the event of an emergency.

Officers may opt out of the special detail overtime rotation. Officers who wish to not be contacted for special detail overtime shall sign a waiver prior to the start of the calendar year. An Officer who has opted out may be returned to the rotation one time during the calendar year upon notice. Officers returning will be credited the average amount of hours in the detail system at the time of their return.

Short Notice Details: Details known less than four (4) hours in advance shall be filled according to the “pick list” generated by Telestaff. Officers who accept the detail shall be credited for the hours worked, officers who reject the detail shall not be credited for the hours.

15.4.6. VACATION

15.4.6.1 Accrued Vacation - Vacation shall be accrued at the following rate:

After 6 months of service	5 working days
After 1 year of service	10 working days
After 5 years of service	15 working days
After 10 years of service	20 working days
After 15 years of service	25 working days
After 16 years of service	26 working days
After 17 years of service	27 working days
After 18 years of service	28 working days
After 19 years of service	29 working days
After 20 years of service	30 working days

15.4.6.2 Annual Vacation Schedule –

(A) Vacation requests may be submitted by seniority in the following manner:

Officers with 30 days	submit request 1 st week of vacation bid
Officers with 25 days	submit request 1 st week of vacation bid
Officers with 20 days	submit request 2 nd week of vacation bid
Officers with 15 days	submit request 2 nd week of vacation bid
Officers with 10 days	submit request 2 nd week of vacation bid

- (B) Vacation requests shall be granted on a seniority basis. Vacation requests submitted after vacation bid dates shall be granted provided however, that any such date requested is not at maximum quota.

15.4.6.3 Block Week Vacation Scheduling - Each officer may be required to schedule his vacation in certain block weeks during the first two full weeks of February. Block weeks are defined as five (5) consecutive scheduled work days per week, provided however, individual vacation days may be taken as follows:

Officers with 30 days	3 block weeks and 15 individual days
Officers with 25 days	2 block weeks and 15 individual days
Officers with 20 days	2 block weeks and 10 individual days
Officers with 15 days	1 block week and 10 individual days
Officers with 10 days	1 block week and 5 individual days
Officers with 5 days	1 block week or 5 individual days

15.4.6.4 Vacation Quotas -

- A. A maximum of two (2) patrol officers and one (1) patrol supervisor officer shall be permitted on vacation during each shift.
- B. A maximum of two (2) detectives and one (1) supervising detective shall be permitted on vacation during each shift.
- C. Supervisors may authorize a day's vacation to any officer on short notice even though it may exceed the maximum permissible number of officers on vacation, provided however, by doing so there is no overtime involved or the shift does not go below shift minimum.

15.4.6.5 Vacation Request on a Holiday - Any officer requesting vacation on a holiday shall be required to take five (5) or more vacation days with the requested holiday as one of the vacation days. Eight (8) hours straight time shall be paid for the holiday in addition to vacation pay.

15.4.7. HOLIDAYS AND PERSONAL DAYS

15.4.7.1 Holidays - The following holidays shall be considered as official paid holidays for purpose of implementing the terms of this contract.

- | | |
|------------------|------------------|
| 1. New Years Day | 6. Thanksgiving |
| 2. Easter | 7. Christmas Day |

3. Memorial Day
4. July 4th
5. Labor Day

8. Employees Wedding Anniversary or Hire Anniversary Date (if single)
9. Employees Birthday

15.4.7.2 Personal Holidays - Each officer shall receive six (6) additional paid holidays of the officer's own choice each calendar year. Notification of intent to utilize a personal holiday shall be given one (1) week in advance. The Municipality will make every effort to provide the personal holiday when requested and requests may be made later than one week minimum; however, the Municipality reserves the right to maintain minimum standards of police protection and establish priorities for time off which could result in alternate days off for the personal holiday but in all cases with the agreement of the individual officer. Personal holidays are not to be construed as vacation leave.

Personal Holidays for newly hired Police Officers shall be pro-rated in the following manner. Officers being hired between January 1st and June 30th shall receive six (6) personal holidays. Officers being hired between July 1st and December 31st shall receive three (3) personal Holidays.

15.4.7.3 Anniversary Date and Birthday - Each police officer may move his/her anniversary date and birthday within seven (7) workdays of their official dates. Notification of intent shall be given one (1) week or less in advance and subject to the following exceptions:

1. To any other official paid holiday, Christmas Eve and/or New Year's Eve.
2. To Officer's Pass Day for purpose of overtime.

15.4.7.4 Holiday Pay - Each police officer scheduled to work on an official holiday is entitled to paid holiday compensation which shall be at double time and one half (2 1/2) times the officers regular base hourly wage for all hours worked. Each police officer scheduled to work on an official holiday on his regular scheduled day off is entitled to paid holiday compensation which shall be at double time and one half (2-1/2) times his regular base hourly wage for all hours worked. Each police officer scheduled to be off on an official holiday is entitled to his regular base hourly wage for a normal workday. Each police officer whose regular scheduled day off falls on an official holiday is entitled to an additional eight (8) hours pay at this regular base hourly wage.

15.4.7.5 Special Detail on Official Holiday - Each police officer scheduled to work or called out to work a special detail on an official paid holiday as defined in this article shall be paid at the holiday rate of double time and one half (2-1/2) times the officers regular base hourly wage for a minimum of four (4) hours.

15.4.8. SICK/INJURY LEAVE

15.4.8.1 Sick Leave -- Each sworn police officer will receive at the beginning of each calendar year, an allocation of ten (10) petty sick leave days which are to be used for absence due to illness or injury of a non-occupational nature and for which worker's

compensation is not paid. Police Officers shall be entitled to their full wages and benefits as provided for in this agreement for each of the days they may be absent on sick leave with a bonafide illness or injury. At the option of the employee at the end of each calendar year, the Municipality will buy back each unused sick day at \$100 per day, not to exceed a total of \$1,000.00 or the employee may accrue up to 30 sick days for emergency purposes. The Municipality will provide an initial 20 banked days. In the case of retirement, all unused days will be paid at a rate of \$100.00 each and payment will be made in the first pay in February.

Sick time for newly hired Police Officers shall be pro-rated in the following manner, Officers being hired between January 1st and June 30th shall receive ten (10) petty sick days and officer hired between July 1st and December 31st shall receive five (5) petty sick days. Newly hired officers shall also receive twenty (20) sick days in the bank upon appointment to the department.

15.4.8.2 Short Term Disability – Employees shall additionally be entitled to short term disability, for illnesses of a nonoccupational nature and for which worker’s compensation is not paid, as provided below:

- A. A short-term disability is defined as a period of disability which may be anticipated to last ten (10) or more calendar days.
- B. The employers shall, within each calendar year provide up to a maximum of twenty-six (26) weeks of short term disability pay at 100% of regular base earnings, for each occurrence of short term disability or recurrence of previously compensated short term disability.
- C. In order to receive short-term disability benefits, the employee must present to the Municipal Manager, for his approval appropriate medical documentation that the illness may be anticipated to last ten (10) or more calendar days.
- D. There shall be a ten (10) calendar day waiting period for each occurrence (as distinguished from reoccurrence) of disability. During the waiting period, an employee shall first use petty sick leave, if such leave is available. When petty sick leave is not available, and the employee does not elect to use other earned leave, the employee shall be placed in approved leave without pay status during which the employee shall retain all benefits provided under this Agreement, and shall continue to earn municipal and bargaining unit seniority. If an employee suffers a reoccurrence of an earlier compensated disability; there shall be no second or subsequent waiting period. In the event that an employee becomes disabled more than once in a calendar year, and the second disability is not a reoccurrence of the first, the Municipality may, upon a case by case basis and at the sole discretion of the Municipal Manager, assume the cost of the second or subsequent waiting period.

15.4.8.3 This short term disability period shall be fixed per incident at twenty-six (26) weeks, however in the event that the illness remains for any length of time beyond the twenty-six (26) weeks as documented by appropriate professional medical opinion, the

Municipality shall self insure this additional period of time pending outcome or disability claim application.

15.4.8.4 Related to the short-term disability leave, it is agreed the periodic medical examinations may be required by the Municipal Manager and, if so required, will be at the Municipality's expense.

15.4.9. BEREAVEMENT LEAVE

15.4.9.1 Immediate Family - Each police officer shall be entitled to his/her next five (5) scheduled working days off with pay in the event of a death in the employees' immediate family. If the death occurs while the police officer is on vacation, the employee shall be entitled to bereavement leave in the same manner, and shall not be charged with vacation leave. For the purpose of this section, the immediate family is defined as spouse, child, stepchild, parent, and parent of spouse, grandchild, sister, brother, and grandparent of employee.

15.4.9.2 Near Family - Each police officer shall be entitled to his/her next three (3) scheduled working days off with pay in the event of a death in the employees near family. If the death occurs while the police officer is on vacation, the employee shall be entitled to bereavement leave in the same manner, and shall not be charged with vacation leave. For the purpose of this section the near family is defined as grandparent of spouse, sister-in-law, brother-in-law, and foster child.

15.4.9.3 Other Family Members - Each police officer shall be entitled to one (1) day off with pay in the event of a death in the employees other family. No payment will be made if the funeral falls on a day when the employee is not scheduled to work, or if travel to the funeral is not feasible. For the purpose of this section, the other family members are defined as aunts, uncles, nephew, niece, and first cousins.

15.4.10. ADDITIONAL LEAVE

15.4.10.1 Additional Leave - The Municipality may grant an additional leave to each police officer in emergencies for a period not to exceed three (3) consecutive days, either with or without pay, under such circumstances as it deems appropriate as determined by the Municipal Manager. Examples of additional leave may include but are not limited to grievous injury or illness requiring emergency attention for the spouse, children, or other dependents of an officer; crisis requiring extreme emotional adjustment where the mental stability of the officer and his ability to perform his duties may be in question; and other instances where in the judgment of the Municipality the best interest of the police service of the Municipality and the individual police officer are served by the granting of additional leave.

15.4.10.2. Family/Medical Leave Act - Family/Medical Leave shall be granted in accordance with Section 3.15 of the Employee Handbook.

15.4.11. MODIFIED DUTY WORK ASSIGNMENT

15.4.11.1 A modified duty work assignment program shall be instituted to require employees to perform duties other than normal duties, which suit their physical condition. No employee shall perform modified duty work assignments for more than six (6) months without approval of the administration. The types of modified duty assignments are as follows: reception desk work, report writing, records maintenance, vehicle shuttling, etc. All modified duty assignments shall be performed in civilian clothes, on the shift and at the time determined by the Municipal Manager provided that nothing contained herein shall abridge the rights of an employee under the provisions of the Pennsylvania Workers Compensation Act, disability or pension system.

15.4.12. INSURANCE

Health care benefits shall be provided to all full-time sworn police officers and their immediate family and qualified dependents, and shall be fully paid by the municipality except that all participating sworn police officers shall contribute 7% of total cost of healthcare premium deducted on a pre-tax basis.

15.4.12.1 Health Care- It is the intent of the employer to provide Healthcare coverage and other health related coverage to the employee. Said coverage is as follows:

- a. Hospitalization- The Municipality shall provide active officers with health insurance coverage through the existing, PPO 316 Plan
- b. Basic Eye Care Vision Benefits of America Plan C
- c. High Option Dental
- d. Basic Prescription Drug-Incentive Formulary (3 Tier)
Retail \$10, \$20, \$35, Mail Order \$20, \$40, \$70

Further, it is the intent of the Employer and the Union to work together to control increased costs of Healthcare benefits. The employer shall have the right to seek out other alternate health insurance plans including via other providers. The alternate plan selected by the Municipality must be comparable to the current health insurance plan (to include vision, dental and prescription benefits) enjoyed by the bargaining unit. Once the Municipality has selected an alternate plan, it must notify the Police Wage/Police Committee (WPC) and provide a comprehensive summary of all plan benefits to the WPC for analysis and consideration.

If the WPC disagrees that the suggested alternate plan is comparable it shall notify the Municipality in writing within fifteen (15) calendar days of receiving the presentation. The parties shall then submit the dispute as to comparability to expedited arbitration. The arbitrator if not agreed upon by the parties shall be selected from a list of three arbitrators provided by the AAA.

The hearing shall be held within 45 calendar days of the WPC's notification that the alternate plan has been rejected. The arbitrator shall thereafter issue his/her award within 15 calendar days of the close of the hearing. The award shall either grant the alternate plan or mandate that coverage remain pursuant to the existing plan. The Municipality shall only be permitted to arbitrate a plan once per calendar year.

15.4.12.12 Health Care Rebate Program-The Municipality shall offer a cash rebate program for non-participation in the Municipality's group health care plan. The cash rebate shall be forty-five percent (45%) of the monthly premiums paid by the Municipality and shall be paid on a monthly basis. Employees shall have the right to cancel the agreement at any time.

15.4.12.3 Life Insurance - Life Insurance shall be provided to all full-time sworn police officers in the amount of \$85,000.00 with \$170,000.00 accidental death double indemnity and shall be fully paid by the Municipality.

15.4.12.4 Non-Work Related Long Term Disability Insurance:

SECTION 1: Calculation of Benefits - The amount of monthly benefit payable to a Police Officer who is "totally and permanently disabled", as a result of a non-service related injury or illness, shall be equal to the following:

a. Non-Work Related Disability from Day One on the Job – a percentage of an Officer's "final monthly average wage", reduced, dollar for dollar by the monthly amount of any short-term disability payments, workmen's' compensation benefits, Federal social security disability payments or any other benefits provided by the Municipality, to the extent and only to the extent that the Officer shall not receive more than 100 percent of the officer's annual wage at the time Officer is declared disabled., based upon years of service as a police officer for the Municipality according to the following schedule:

- 1-5 years of service – 7.5% of final monthly average wage
- 5-10 years of service – 25% of final monthly average wage
- 10-15 years of service – 37.5% of final monthly average wage
- 15 or more years of service – 50% of final monthly average wage

SECTION 2: It is the intention of the Municipality to exclude consideration of short-term disability payments, workmen's' compensation payments and the like when calculating an Officer's final monthly average wage for disability benefit purposes. Therefore, "final monthly average wage" shall take into account only wages paid to the Officer while he was an active employee. "Final monthly average wage" shall be calculated on the basis of the Officer's highest 36 months of wages, or if the Officer has worked less than three (3) years on the job, the average of months actually worked.

SECTION 3: Definition of "Total and Permanent Disability" and "Wages" - "Total and Permanent Disability" shall mean a condition of physical and mental impairment due to

which an Officer is unable to perform the usual and customary duties of a Monroeville Police Officer, which condition is reasonably expected to continue to be permanent for the remainder of the Officer's lifetime.

Whether an Officer is "totally and permanently disabled" shall be determined by a medical examiner appointed by or acceptable to the Municipality.

"Wages" are total compensation, including but not limited to, overtime, longevity, shift differential, and premium pay. Wages shall be based up an individual's W-2 form for a calendar year.

SECTION 4: Payment of Disability Benefits - Disability payments from the Plan shall be made monthly as of the first day of each month commencing as of the first day of the month immediately following or coincident with the Officer's disability date.

15.4.12.5 Police Professional Liability Insurance - Each full-time sworn police officer shall be insured against liability claims that may arise out of the performance of his duties. The insurance shall be fully paid by the Municipality and shall have the following coverage: Two hundred fifty thousand dollars (\$250,000.00) per individual, five hundred thousand dollars (\$500,000.00) per claim and a one million-dollar (\$1,000,000.00) aggregate.

15.4.12.6 Reimbursement of Legal Defense Costs - The Municipality shall reimburse legal defense costs incurred by an officer who is charged with the commission of a crime arising out of the performance of his duties where the charges are dropped or he is not found guilty after trial.

15.4.13. PENSION RETIREMENT

15.4.13.1 Pension Eligibility - Each full-time sworn police officer may retire at age fifty-five (55) with twenty-five (25) years of service. An early retirement option shall be available to all full-time police officers with the following provisions: Early retirement after twenty-five (25) years of service and attainment of age fifty (50). Any full-time police officer may exercise this option at a time designated by the Municipality, known as the "open window". This "Window" will be open annually upon the completion of an actuarial study regarding this benefit.

Early Retirement Benefit- The early retirement benefit shall be provided to a member of the police force with twenty or more years of service who terminates employment prior to the completion of superannuation retirement age and service requirements and who files a written application for any early retirement benefit with the governing body of the Municipality. The early retirement benefit shall become effective as of the date the application is filed with the governing body or the date designated on the application which ever is later, and shall be actuarial equivalent of a partial superannuation retirement benefit calculated by using the last actuarial valuation report filed by the Public Employee Retirement Commission

under the Act of December 18, 1984 (P.L. 1005, No. 205), the Municipal Pension Plan Funding Standard and Recovery Act.

15.4.13.2 Pension Contributions –

Each member shall contribute five (5%) percent of gross earnings to the pension fund plan. In the event any member separates from Municipal service, he shall receive the dollar amount of contributions made plus interest earnings of five and one-half (5-1/2% percent) compounded quarterly. If the unfunded liability of the pension fund is reduced or paid off, the employee contributions may be reduced at an equal percentage rate.

15.4.13.3 Calculation of Pension Benefits –

A. The monthly pension benefit shall be calculated at 50% of the participant's monthly average salary.

B. For police officers hired prior to January 24, 2001, normal retirement benefits shall be the average of the highest 36 months during the last 60 months of the participant's employment, and service-related disability pensions shall be based on the average of the participant's highest 36 months. Lump sum payments will be included in the calculation of monthly pension benefits, including service related disability pensions, consistent with past practice.

C. For police officers hired after January 24, 2001, the monthly average salary shall be the average of the last 36 months of employment, for normal retirement benefits and service-related disability pensions. Lump sum payments received upon retirement shall not be included in the calculation of monthly pension benefits, including service related disability pensions, except to the extent that said payments are for benefits which were earned during the calculation period, pursuant to the Pennsylvania Auditor General Bulletin No. 2001-01, as amended.

15.4.13.4 Service Increments - Each member shall be eligible for a fifty (\$50.00) dollar per month increase upon retirement for each year past twenty-five (25) years he remains as a full-time police officer in the Municipality of Monroeville. The Maximum shall be one hundred (\$100.00) dollars per month for twenty-seven (27) years or more of service.

15.4.13.5 Social Security Offset - The Municipality shall modify the Police Pension Trust Agreement to provide for a zero (0%) percent offset of social security, except for a disability pension.

15.4.13.6 Survivor Benefits-

Definitions- Attending College-For an eligible child shall mean the child is registered at an accredited institution of higher learning and is carrying a minimum course load of 7 credit hours per semester.

A. Death of participant after beginning to receive benefits under this plan or if eligible to retire and dies before retirement benefits commence.

A survivor benefit shall be paid in an amount equal to 50% of the participant's monthly accrued benefit as of the date of death. The survivor benefit shall be paid monthly to the surviving spouse of the participant, if any, until the date of death of the surviving spouse. Upon the death of the surviving spouse, or if there is no surviving spouse, the survivor benefit shall be paid monthly in equal shares to the surviving dependent children of the deceased participant until the attainment of age 18, or if any dependent children are attending college, for the child until they obtain age 23. The shares payable to the surviving dependent children shall be adjusted as each child ceases to be eligible to receive a share of the benefits hereunder.

B. Return of Contributions

A surviving spouse of a participant who dies before his pension has vested, or if no spouse survives, or if he or she survives and subsequently dies the child or children under the age of 18 years, or if attending college until or attaining the age of 23 years, shall be entitled to receive repayment of all money which the participant invested in the pension fund plus interest or other increases in value of the participant's investment in the pension fund, unless the participant has designated another beneficiary for this purpose.

C. Retirement Benefit for Families of Participants Killed in Service

A monthly benefit calculated at 100% of the participant's monthly salary at the time of death shall be paid to a participant who is killed in service.

The benefit shall be paid to the surviving spouse, or if there is no surviving spouse, the benefit shall be paid monthly in equal shares to the surviving dependent children of the deceased participant until the age of 18, or if attending college, to that dependent child until attaining the age of 23. The shares payable to the surviving dependent children shall be adjusted as each child ceases to be eligible to receive a share of the benefit hereunder.

All References to the Killed in Service Benefit are hereby deleted from the Collective Bargaining Agreement.

15.4.13.7 Pension Vesting - An officer completing a minimum of twelve (12) years service with the department shall be entitled to vest his pension account in the event he is voluntarily or involuntarily separated from Municipal Service. This allows a member to leave Municipal Service without withdrawing his pension contributions and to receive a monthly pension benefit at such time as he attains fifty (55) years of age and his account has remained on record for the required twenty-five (25) year period. Vested police officer shall be entitled to receive a monthly retirement benefit payable on the officers normal retirement date equal to fifty (50%) percent of average monthly earnings times the ratio of completed years of service to complete years from date of hire to normal retirement date.

15.4.13.8 Use of Military Service Time –

A. Each police officer shall be entitled to use up to twenty-four (24) months of non-intervening military service in the Armed Forces of the United States toward retirement, except for service increments, provided, however, such participating employee makes an additional contribution to the pension fund in order to compensate the fund for the crediting of such service. Said additional contributions shall be calculated by the Municipal Actuary in accordance with State Law. The participating employee at the time of selecting to purchase the non-intervening military service time shall have the option of utilizing the previous twenty-four (24) months for benefit calculation or of using an estimate of the prospective twenty-four (24) months utilizing established contractual obligations. A DD214 with honorable discharge must be presented to the Police Pension Trust Committee for validation and qualification.

B. Each police officer shall be entitled to purchase intervening military service in accordance with Act 600, 53 P.S. 770(a).

15.4.13.9 Work Related Disability Pension:

SECTION 1: Calculation of Benefits - The amount of monthly benefit payable to a Plan participant who is "totally and permanently disabled" as a result of a service related injury shall be equal to the following:

a. Work Related Disability from Day One on the Job - 50 percent of the participant's monthly average salary, as set forth in Section 15.4.13.3. However, pursuant to Act 30 of 2002, disability pension benefits will be offset or reduced by the amount of social security disability benefits received for the same injuries.

SECTION 2: It is the intention of the Municipality to exclude consideration of short-term disability payments, workmen's' compensation payments and the like when calculating a participant's monthly average salary for disability pension benefit purposes. Therefore, for purposes of the Plan, "monthly average salary" shall take into account only wages paid to the participant while he was an active employee. Time spent on Heart and Lung Act leave shall be deemed active service.

SECTION 3: Definition of "Total and Permanent Disability" and "Wages" - "Total and Permanent Disability" shall mean a condition of physical and mental impairment due to which a Plan participant is unable to perform the usual and customary duties of a Monroeville Police officer, which condition is reasonably expected to continue to be permanent for the remainder of the Participant's lifetime.

Whether a plan participant is "totally and permanently disabled" for Plan purposes shall be determined by a medical examiner appointed by or acceptable to the Municipality.

"Wages" are total compensation, including but not limited to, overtime, longevity, shift differential, and premium pay. Wages shall be based upon an individual's W-2 form for a calendar year, except as set forth in Section 5.4.13.3C.

SECTION 4: Payment of Disability Benefits - Disability payments from the Plan shall be made monthly as of the first day of each month commencing as of the first day of the month immediately following or coincident with the participant's disability date.

SECTION 5: The disability pension benefit provided by the Plan shall also include the Widow's Benefit established by Monroeville Ordinance No. 892.

15.4.13.10 Health Care Benefits for Retirees and Spouse -

A. For all officers hired prior to 7/21/05, all health care benefits as provided to all police officers covered by this contract shall be provided to all police officers who retire, and to the spouse of retired police officer, and shall be fully paid by the Municipality until such time as they respectively obtain the age of Medicare eligibility.

A Freedom Blue Supplement plan equal to the currently available plan shall be provided to each retired police officer and spouse beginning at Medicare eligibility.

B. For all officers hired after 7/21/05, the Municipality shall create and provide for Officers to exercise two options. The first is a tax exempt Retirement Health Savings Account (RHS) in order to provide an array of approved benefits to its member Officers. The second is a tax deferred 457 Retirement Plan to provide supplemental retirement funds to members Officers. In either case, the Municipality shall contribute \$1,175 per year on behalf of the Officer to his/her chosen plan. Annual contributions shall be made by the Municipality no later than the Officer's anniversary date of hire. The choice exercised by the Officer shall be irrevocable unless Internal Revenue Code Provisions allows the Officer to transfer funds from one plan to the other without penalty to the Municipality. In the case of the RHS Plan, the Municipality shall take whatever steps are necessary to establish the trust, to appoint a trustee and to obtain IRC approval. In the case of the 457 Retirement Plan, the Municipality shall take whatever steps are necessary to establish it.

Additionally, for Officers hired after 7/21/05, said Officers, their immediate families and qualified dependents (i.e. individual, husband and wife, parent with children, and family coverage) shall, upon retirement of the Officer, be permitted to remain in the Hospitalization Group Plan in effect for the full-time active members of the Police Department so long as the retiring Officer reimburses the Municipality for the cost of said coverage. This shall apply to dental and vision benefits under the same circumstances.

15.4.13.11 Life Insurance for Retirees - The Municipality shall provide each police officer who retires \$15,000.00 in life insurance payable to retirees' beneficiary upon death of retiree.

15.4.14. CLOTHING, UNIFORM, EQUIPMENT AND MAINTENANCE ALLOWANCE

15.4.14.1 Clothing, Uniform, Equipment and Maintenance Allowance - The Municipality agrees to pay annually to each officer a uniform allowance of seven hundred (\$700.00) dollars and accumulative for two (2) years. Uniform allowance shall include all leather goods. Clothing, Uniform, Equipment and Maintenance Allowance shall include all items used or worn in the performance of an officer's duty including secondary or "back-up" weapons.

15.4.14.2 New Hires - New police officers hired by the Municipality shall receive a complete outfitting of uniforms at the Municipality's expense, which initial outfitting shall be in lieu of the uniform allowance for the year of hire, and shall be paid at fifty (50%) percent) for the following year.

15.4.14.3 Extra- Ordinary Uniform Cost - All extra ordinary uniforms costs, i.e., specified department cleaning process, additions to or redesign of uniforms, etc. will be borne by the Municipality of Monroeville.

15.4.14.4 Article Damage – In the event that a Police Officer damages his clothing or equipment (to include but not limited to, wrist watch, eyeglasses) in the course of the performance of this assigned duties, reimbursement for such damaged article or articles shall be provided by the Municipality upon presentation of the damaged article and providing the damage was not the direct result of neglect or negligence on the part of the officer. (Watches-\$200-maximum and Sun Glasses-\$150 maximum)

15.4.14.5 Safety Equipment – The Municipality shall provide Police Officers assigned to the Traffic Division with the necessary safety equipment needed for the performance of their assigned duties. Such equipment shall consist of motorcycle helmets, riding boot, gloves, safety glasses and waterproof clothing.

15.4.14.6 Soft Body Armor-The Municipality shall provide up to eight hundred dollars (\$800.00) toward the purchase of soft body armor for Police officers. These vests will be replaced in accordance with the manufacturer's established useful life. It shall be the responsibility of the Police Officer to notify the Administration at least six (6) months prior to the expiration date for his soft body armor.

15.4.14.7 Prescription Eyeglass Inserts-The Municipality shall (at no cost to the employee) provide each employee who wears prescription eyewear with a prescription lens insert designed for the use in the employee's Department issued protective mask. This shall apply only to the initial issue of the prescription lens insert. Once the Municipality has paid for the initial

insert, any changes in prescription requiring a new insert shall be a cost assigned to the employee alone.

15.4.15. COURT APPEARANCE

15.4.15.1 Court Appearance - Each officer shall be permitted to appear at all his own scheduled court cases. Court cases are defined as follows:

- | | |
|------------------------------------|---------------------------------------|
| 1. Arraignments | 5. Juvenile Court and Intake Hearings |
| 2. Hearings (criminal and traffic) | 6. 302 Commitment Hearings |
| 3. Pre-Trial | 7. Civil Court |
| 4. Court (criminal and traffic) | 8. LCB Hearings |
| | 9. Act 33 Hearings |

15.4.15.2 Off Duty Court Appearance Compensation - Each officer when appearing at any scheduled court case on his regular scheduled off duty time shall be compensated at the following rate:

1. Hearings - 2 hours minimum at a time and one-half pay rate
2. Pre-Trial - 4 hours
3. Court (criminal and traffic) - 12 hours
4. Juvenile Court - 12 hours
5. Intake Hearings - 12 hours
6. 302 Commitment - 4 hours
7. LCB Hearings - 2 hours

15.4.15.3. Court Appearance - Each officer shall receive the day off without loss of pay to appear at the following court cases:

1. Court (criminal, traffic, or civil)
2. Juvenile Court
3. Intake Hearings
4. Act 33 Hearings

15.4.16. GRIEVANCE PROCEDURE AND ARBITRATION

15.4.16.1 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 ONE: 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 TWO: 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 THREE: 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 FOUR: 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 three (3) arbitrators from among whom the third arbitrator shall be selected. It shall be the responsibility of the Municipality to make the first "strike" when selecting the third arbitrator.

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 expense 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.

15.4.16.2 The Wage Policy Committee and members of the Police 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.

15.4.16.3 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.

15.4.16.4 The Municipality and Wage Policy Committee shall split grievance costs 50/50.

15.4.16.5 The grievance procedure is limited to active employees only.

15.4.17. SAFETY AND HEALTH

15.4.17.1 The Wage Policy Committee agrees to the Municipality of Monroeville's Safety Manual Ordinance #1934 as amended.

15.4.17.2 All employees shall be subject to drug/alcohol random testing. Such testing shall be in accordance with guidelines as established in the Drug and Alcohol Testing Ordinance.

15.4.18. PAST PRACTICE

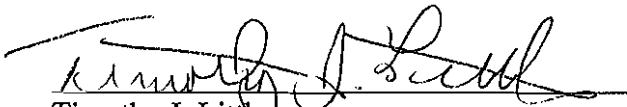
15.4.18.1 All existing working conditions, understandings, existing benefits, and past practices previously enjoyed by members of the Bargaining Unit not modified by this agreement, shall remain "AS IS".

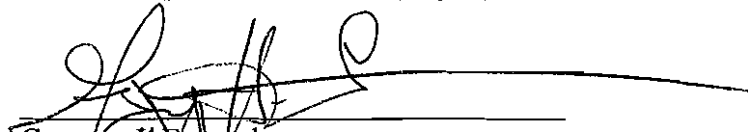
15.4.19. DURATION AND TERMINATION

15.4.19.2 This Agreement shall become effective January 1, 2012 and shall remain in effect up to and including midnight, December 31, 2014, and shall remain in effect from year to year thereafter.

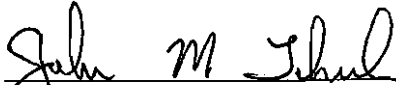
ATTEST:

MUNICIPALITY OF MONROEVILLE

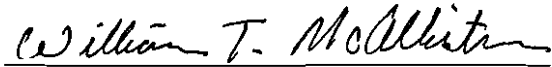

Timothy J. Little
Municipal Manager


Gregory H Brosenko
Mayor

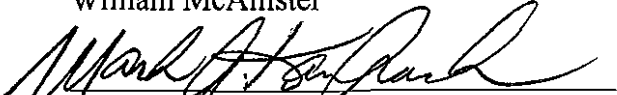
WAGE POLICE COMMITTEE:



John Trkula



William McAllister



Mark Kandrack