

ORDINANCE NO. 1209

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE APPROVING A COLLECTIVE BARGAINING AGREEMENT PURSUANT TO THE PUBLIC EMPLOYE LAW, ACT 195 OF 1970, WITH THE POLICE DEPARTMENT CIVILIAN EMPLOYEES (PDCE) AND MUNICIPAL CLERICAL WORKERS (MCW) OF THE MUNICIPALITY OF MONROEVILLE FOR THE YEARS 1980, 1981, AND 1982 AND AUTHORIZING THE PROPER MUNICIPAL OFFICIALS TO ENTER INTO SAID AGREEMENT

BE IT ORDAINED and ENACTED by the Municipality of Monroeville in Council assembled as follows:

ARTICLE I - Approval and Authorization

Section 1 - Approval

The approved agreement marked "Exhibit One" is attached hereto and is made part hereof.

Section 2 - Authorization

The proper officials of the Municipality of Monroeville are authorized to sign the collective bargaining agreement between the Municipality and the PDCE and MCW of the Municipality pertaining to wages, salaries, fringe benefits and working conditions for the years 1980, 1981 and 1982, which is attached hereto as Exhibit One.

Section 3 - Applicability

This Agreement shall be applicable to each and every PDCE and MCW of the Municipality, as identified in Section 2 of the Agreement or pursuant thereto, but shall not be construed to be applicable to any other classification of Municipal employee.

ARTICLE II - Effective Date

This Ordinance shall take effect in accordance with the provisions of the Home Rule Charter of Monroeville.

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Any Ordinance or part of an ordinance in conflict with any of the provisions of this ordinance is hereby repealed to the extent of any such conflict.

ORDAINED and ENACTED this 22nd day of January, 1980.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Entered in Legal Book February 11, 1980

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 31st day of January, 1980, 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 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 1980, 1981 and 1982, a true and correct copy of the said committee authorization being attached hereto, made a part hereof, and marked "Exhibit A"; and

WHEREAS, in pursuance of the authorization and requirements of the Commonwealth of Pennsylvania Act 195 of 1970, as amended, said Wage Policy Committee has met and negotiated with Municipality on the subject of wages, salaries, fringe benefits, and working conditions for each and every PDCE and MCW for the years 1980, 1981 and 1982, and have reached agreement thereon, orally and through various writings, and

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

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

Section 1 - Intent

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

Section 2 - Applicability

This Agreement shall be applicable to each and every PDCE and MCW of the Municipality collectively and individually, but shall not be construed to be applicable to any other classification of Municipal employee. Those persons who are PDCE as of the effective date are: Anita Burtosky, Robert Harvey, LuAnn O'Neill, Daniel Maines, Frank Rawson and Dennis Witt. Those persons who are MCW as of the effective date are: Anthony Bacco, Anthony Blazovich, Mary Brown, Barbara Collier, Robert Harkness, Doris LaGorga, Lois Lewis, Carol McDevitt, Sharon Tancaitor, Margaret Romanishin, Alice Schmidt, Alice Winwood and Michelle Walko. Additional PDCE and MCW hired during the term of this Agreement shall be included by means of amending Ordinance No. 1209 Article I, Section 3, to include the name(s) of said additional PDCE and MCW. No persons shall be deleted who are stated herein or who may become included, except those who are separated from employment as PDCE and MCW of the Municipality. All provisions of this Agreement, in current form or as amended, shall apply to each and every person excluding none.

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, hourly wage rates shall be adjusted to provide for the following annual wage increase for each and every PDCE and MCW.

<u>Year</u>	<u>Annual Wage Increase</u>
1980	\$0.50/hr.
1981	\$0.50/hr.
1982	\$0.50/hr.

B. Overtime and Holiday Pay

It is agreed further that each and every PDCE and MCW who works on official duty in excess of eight (8) hours per day or forty (40) hours per week shall be paid for such overtime at a rate equal to one-and-one-half (1-1/2) times their individual regular base hourly compensation; and that each and every PDCE whose day off falls on a holiday specifically identified in this Agreement shall be paid their individual regular base hourly compensation; and that each and every PDCE who is required to work on official duty on a shift or assignment commencing on a paid holiday specifically identified in this Agreement shall be paid at a rate equal to two and one-half (2-1/2) times their individual regular base hourly compensation.

C. Shift Differential

It is agreed further that a shift differential shall be paid each and every PDCE for each hour worked on official duty except for any hour worked between 7:00 a.m. and 2:59 p.m. prevailing time; that said shift differential shall be paid in each of the regular Municipal pay periods; and that the shift differential shall be:

<u>Year</u>	<u>Annual Shift Differential</u>
1980	\$0.14
1981	\$0.14
1982	\$0.24

D. Longevity

It is agreed further that after 5 complete years of employment a longevity payment in the amount of \$25.00 for each completed year of employment shall be paid to each and every PDCE and MCW in the first pay in December of each year, according to the following table:

<u>Years of Service</u>	<u>Longevity Payment</u>
0-4	-0-
5	125
6	150
7	175
8	200
9	225
10	250
11	275
12	300
13	325
14	350
15	375
16	400
17	425
18	450
19	475
20	500
Over 20	500

E. Work Preference

Municipality shall give preference to each and every PDCE as opposed to special or part-time PDCE, regarding all work details, schedules and overtime.

E. Base Pay Plan

It is agreed further that the base pay plan for each and every PDCE and MCW shall be as follows providing said plan shall be amended each January to include Cost of Living Adjustment, if any, from the immediately preceding year:

Grade	Step A				Step B				Step C				Step D				Step E			
	1979	1980	1981	1982	1979	1980	1981	1982	1979	1980	1981	1982	1979	1980	1981	1982	1979	1980	1981	1982
10	4.457	4.957	5.457	5.957	4.580	5.080	5.580	6.080	4.719	5.219	5.719	6.219	4.863	5.363	5.863	6.363	5.029	5.529	6.029	6.529
11	4.580	5.080	5.580	6.080	4.719	5.219	5.719	6.219	4.863	5.363	5.863	6.363	5.029	5.529	6.029	6.529	5.209	5.709	6.209	6.709
12	4.719	5.219	5.719	6.219	4.863	5.363	5.863	6.363	5.029	5.529	6.029	6.529	5.209	5.709	6.209	6.709	5.396	5.896	6.396	6.896
13	4.863	5.363	5.863	6.363	5.029	5.529	6.029	6.529	5.209	5.709	6.209	6.709	5.396	5.896	6.396	6.896	5.585	6.085	6.585	7.085
14	5.029	5.529	6.029	6.529	5.209	5.709	6.209	6.709	5.396	5.896	6.396	6.896	5.585	6.085	6.585	7.085	5.782	6.282	6.782	7.282
15	5.209	5.709	6.209	6.709	5.396	5.896	6.396	6.896	5.585	6.085	6.585	7.085	5.782	6.282	6.782	7.282	5.985	6.485	6.985	7.485
16	5.396	5.896	6.396	6.896	5.585	6.085	6.585	7.085	5.782	6.282	6.782	7.282	5.985	6.485	6.985	7.485	6.204	6.704	7.204	7.704
17	5.585	6.085	6.585	7.085	5.782	6.282	6.782	7.282	5.985	6.485	6.985	7.485	6.204	6.704	7.204	7.704	6.416	6.916	7.416	7.916
18	5.782	6.282	6.782	7.282	5.985	6.485	6.985	7.485	6.204	6.704	7.204	7.704	6.416	6.916	7.416	7.916	6.644	7.144	7.644	8.144
19	5.985	6.485	6.985	7.485	6.204	6.704	7.204	7.704	6.416	6.916	7.416	7.916	6.644	7.144	7.644	8.144	6.882	7.382	7.882	8.382
20	6.204	6.704	7.204	7.704	6.416	6.916	7.416	7.916	6.644	7.144	7.644	8.144	6.882	7.382	7.882	8.382	7.124	7.624	8.124	8.624
35	7.098	7.598	8.098	8.598	7.377	7.877	8.377	8.877	7.647	8.147	8.647	9.147	7.912	8.412	8.912	9.412	8.184	8.684	9.184	9.684

Each and every PDCE and MCW shall enter employment at Step A; shall be eligible for advancement to Step B after six (6) months of continuous service in Step A; shall be eligible for advancement to Step C after one (1) year continuous service in Step B; shall be eligible for advancement to Step D after one (1) year of continuous service in Step C, and shall be eligible for advancement to Step E after one (1) year of continuous service in Step D.

Each PDCE and MCW who is promoted to a higher classification shall be placed in that step in the corresponding higher classification which pays the next highest rate compared to the last before-promotions rate paid said PDCE and MCW.

Each PDCE and MCW who is demoted to a lower classification shall be placed in that step in the corresponding lower classification which pays the next lower rate compared to the last before-demotion rate paid said PDCE or MCW.

Municipality reserves all rights at its sole discretion to reclassify any PDCE and MCW position.

F. Cost of Living

It is agreed further that the base pay plan for PDCE and MCW shall be indexed for each and every PDCE and MCW quarterly to the 1967 equals 100.00 All Cities All Urban Index as follows:

One (1) cent for each one point Cost of Living increase over the December 1979 base figure.

Section 4 - Pension

A. Eligibility

Employees who have been continuously employed with the Municipality for six (6) months, and who are over 21 years old up to 62 years old, are required to participate in the Pension Plan.

B. Contribution

Payroll deduction of 2% of employee earnings to \$4,800 plus 5% deduction on earnings over \$4,800.00

C. Retirement

Eligibility for normal retirement first day of the month coinciding with or next following the attainment of age 65 and completion of 10 years of continuous employment. A reduced early retirement benefit is available at age 60 and 10 years of service. Benefits to be calculated as per formula detailed in Ordinance 830.

D. Disability Retirement

Distribution of disability benefits shall be in a manner selected by the Trustee of the pension plan as approved by the Pension Trust Committee.

E. Death of Employee, Termination of Employment

Employee contribution is refunded plus 5% interest compounded quarterly.

F. Pension to remain the same for years 1980 and 1981. For 1982 - Current plan plus Table I, 10-year average ("Exhibit B") or amended plan, which may effect employee contributions.

Section 5 - Life Insurance

All PDCE or MCW are covered with a \$15,000 Life Insurance upon employment, paid for by the Municipality. A death benefit of \$6,000 is paid if death occurs after retirement.

Section 6 - Uniforms - PDCE

A. Allowance

Each and every PDCE shall receive an annual uniform allowance. The Municipality shall credit each PDCE with the amount agreed upon at 12:01 a.m. of the first month of the year, shall permit said amounts to accumulate from year to year, and shall reimburse each PDCE for expenses incurred against said cumulative amount. The agreed upon amount is as follows:

<u>Year</u>	<u>Annual Amount</u>
1980	\$165
1981	\$190
1982	\$215

B. Requirement

Each PDCE shall maintain a full uniform, consisting of light blue shirt, dark blue tie, dark blue pants, black belt, black shoes and identifying emblems to be worn on shirt sleeves at shoulder. Long sleeve shirt and tie shall be worn in winter and short sleeve shirt shall be worn in summer.

Section 7 - Health Care

A. Blue Cross/Blue Shield

Exception as otherwise provided herein, the Municipality shall provide at no cost to each and every PDCE and MCW and their immediate families Prevailing Fee (Plan U) full coverage Blue Cross, Blue Shield and Major Medical coverage under Group No. 50630 of Blue Cross and Blue Shield of Western Pennsylvania.

B. Health Maintenance Organizations

Employees may substitute an HMO plan for the Blue Cross/Blue Shield coverage. Any difference in the premium will have to be reimbursed to the Municipality.

C. Dental Care

The Municipality shall provide at no cost to each and every PDCE and MCW the Blue Cross/Blue Shield dental care plan known as "High Option", under Group No. 50630.

D. Eye Care

The Municipality shall provide basic eye care through the Vision Service Plan of Penna. and administered by the Municipal Employers Insurance Trust, Policy CO-300.

E. Other Insurance

Accident and Cancer insurance may be purchased through the Municipality, premiums are the employee's responsibility.

Section 8 - Leaves of Absence

A. Sick Leave, Injury Leave

It is agreed that each PDCE and MCW shall be entitled annually to 130 days sick leave at full pay and subsequently to 130 days sick leave at half pay, based upon 52 work weeks per year each having five (5) working days. Municipality at its sole discretion may in any instance require a written report from a physician or psychologist selected by Municipality to use as a basis for payment or non-payment of said sick leave. Sick leave is not paid during the six month probationary period.

B. Vacation Leave

After completion of the probationary period, each and every PDCE and MCW will be entitled to vacation according to the following table:

- 1 week after 6 months employment
- 2 weeks after 1 year employment
- 3 weeks after 6 years employment
- 4 weeks after 12 years employment
- 5 weeks after 18 years employment
- 6 weeks after 24 years employment

Conflicts in vacation scheduling shall be resolved on the basis of seniority in service of Municipality.

C. Holiday Leave

(1) Municipal Clerical Workers (MCW)

The following holidays shall be considered paid holidays:

- | | |
|----------------|------------------------|
| New Year's Day | Election Day |
| Good Friday | Thanksgiving |
| Memorial Day | Day after Thanksgiving |
| July 4 | Christmas |
| Labor Day | Anniversary |
| | Birthday |

(2) Police Department Civilian Employees (PDCE)

The following holidays shall be considered paid holidays:

New Year's Day	Thanksgiving
Easter	Christmas
Memorial Day	(2) Personal Holidays
July 4th	Anniversary
Labor Day	Birthday

Holidays shall be taken on their official dates. Birthdays and anniversaries may be taken within seven (7) working days of their official days. Personal holidays may be taken at any time provided the Municipality receives at least five (5) working days advance notice and that manning standards can be maintained. Supervisors will make every effort to provide personal holidays should less than five (5) working days advance notice be given. (The above paragraph applies to PDCE only).

D. Floating Holidays

The Municipality shall grant an additional paid holiday in 1981 to be taken at the employee's discretion and known as a "floating holiday". An additional paid floating holiday shall be granted in 1982 also. Employees shall give department heads five (5) working days notice of intent to utilize the floating holiday and it shall be granted provided manning requirements for the department are met.

E. Bereavement Leave

Bereavement Leave with pay shall be granted up to and including three (3) scheduled work days for a death in the immediate family, including Father, Mother, In-Laws, Brother, Sister, Husband, Wife and Child. One day of leave shall be granted for the day of the funeral of other relatives.

F. Discretionary Leave

Employees may receive up to three days leave, with or without pay, at the discretion of the Manager.

G. Jury Duty

Leave of absence with pay is granted if employee is called for jury duty or to testify in court, except in cases of their own personal interest. Pay will equal the difference between regular pay and the compensation received for jury duty. Such jury or witness leave shall comprise the regular work day regardless of actual time spent in Court.

H. Official Duty

Official duty leave with full pay is granted while on official business for Monroeville, including training courses, conferences, meetings, or conventions. Prior approval for such official duty leave is required from the Manager.

I. Volunteer Firemen

Time spent in fire suppression during working hours will be paid.

J. Military Leave

Leave without pay may be granted for service in the military during time of war.

Leave with pay will be granted for active duty training in the Reserve Corps or the National Guard. The pay will equal the difference between regular pay and any compensation received. Payment will be made up to ten (10) active duty training days a year.

Section 9 - Grievance Procedure

A grievance shall be any dispute or difference of opinion between any PDCE and MCW and the Municipality arising from interpretation, application or operation of this Agreement. No grievance shall be settled prior to arbitration except by written mutual agreement between Municipality and the Wage Policy Committee of PDCE and MCW, hereinafter referred to as Committee.

A. Step One

Any PDCE or MCW having a grievance shall hereafter be referred to as Grievant and shall submit said grievance in writing to the Director of Administration or other authorized Municipal Official within five (5) working days of the incident and the basis for considering the incident to be grounds for a grievance.

B. Step Two

Director of Administration of Municipality or other authorized Municipal Official, hereafter referred to as Director, shall meet Grievant and Committee to review the grievance, said meeting to be held within five (5) working days of receipt of grievance.

C. Step Three

Director shall submit a written decision to Grievant and Committee within five (5) working days of the meeting between Director and Committee.

D. Step Four

Grievant or Committee or both may submit written appeal of Director's decision to the Municipal Manager of Municipality; hereinafter referred to as Manager, within five (5) working days of receipt of decision.

E. Step Five

Manager shall meet Grievant, Committee and Director within five (5) working days of receipt of appeal to review appeal.

F. Step Six

Manager shall submit a written decision to Grievant, Committee and Director within five (5) working days of the meeting with said parties.

G. Step Seven

Grievant or Committee or both may submit a written appeal of the Manager's decision to Council of Municipality, hereinafter referred to as Council, within five (5) working days of receipt of decision.

H. Step Eight

Council shall meet Grievant, Committee, Director and Manager to review appeal at the regularly scheduled Executive Session of Council which first occurs after the meeting with said parties.

J. Step Ten

If Grievant and/or Committee and Municipality have not reached mutual agreement resolving the grievance within thirty (30) calendar days of submission to Council by Grievant or Committee of written appeal of the Manager's decision, then Grievant or Committee or both may request in writing the appointment of a Board of Arbitration, hereinafter referred to as Board. Arbitration shall proceed in accordance with Act No. 195 of 1970.

K. It is agreed with respect to Steps One through Nine that at any step the grievance shall be decided automatically against the party that fails to meet the time requirement of that step, unless Municipality and PDCE and MCW have mutually agreed in writing to an extension of time between steps.

L. Any PDCE/MCW who is suspended, removed, demoted or reduced in rank shall have the right to appeal to the Personnel Board of the Municipality.

Section 10 - Strikes

PDCE and MCW, individually and collectively, agree that for the duration of this Agreement there shall be no strikes, slowups, work stoppages, or any other interference by any PDCE or MCW with the work of Municipality; there shall be no picketing of the Municipality, its property, or the person or property of its elected or appointed officials or employees. The provisions of this Section shall remain in effect regardless of any other law or agreement which may exist or come to exist.

Section 11 - Municipal Action

Municipality shall take all steps lawfully necessary to execute the provisions of this Agreement.

Section 12 - Term

This Agreement shall take effect at 12:01 a.m. January 1, 1980 and shall remain in effect until 11:59 p.m., December 31, 1982.

Section 13 - Reservation of Municipal Authority

Nothing contained in this Agreement in any way shall be construed so as to limit or diminish the authority of the Municipality, Council or Manager to operate, manage or direct the Municipal work force; to increase or decrease the size of the Municipal work force; or in any other way limit the authority of Municipality except as to the provisions of this Agreement.

Section 14 - Reservation of Past Practices

All existing benefits not modified by this Agreement shall continue in full force and effect.

Section 15. This Agreement represents the entire understanding of the parties hereto and there are no other covenants conditions, representations or provisions which are not specifically herein set forth and any amendments to this agreement shall be in writing executed by both parties.

Section 16 - Repealer

Any agreement or part of an agreement in conflict with any provision of this Agreement is hereby repealed to the extent of any such conflict.

IN WITNESS WHEREOF, and intending to be legally bound hereby parties hereto have caused this instrument to be duly executed by their authorized representatives the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Witness:

S/ Margaret L. Romanishin

S/ James M. Bender

S/ Robert P. Harvey

S/ Raymond K. Schramm

EXHIBIT A

September 11, 1979

To: Marshall W. Bond, Municipal Manager

cc: E. R. McFadden, Director, Administration

At this time the Bargaining Unit composed of Police Dept. Civilian Employees and Municipal Clerical Workers, request a meeting to negotiate for a contract as soon as possible, at your earliest convenience.

S/ R. Harvey

S/ M. Romanishin

Exhibit B

REPORT OF STUDY

Municipality of Monroeville
Employees Pension Plan

Fiscal Impact
of Proposed Benefit Improvements

November 26, 1979

PREPARED BY

MOCKENHAUPT ASSOCIATES
CONSULTING ACTUARIES
UNION BANK BUILDING
PITTSBURGH, PA. 15222
412/261-4060

We have prepared this report to assist the Municipality of Monroeville in the consideration of changes to the retirement benefit formula of the General Employees Pension Plan. Our valuation is based on the asset and employee information and actuarial assumptions as presented in our report covering the December 31, 1978 valuation of the plan.

In that report we recommend a total contribution of \$105,763 for 1979, of which \$46,832 was expected of the employees, leaving \$58,931 to be contributed by Monroeville. Such contributions should be sufficient to fund pensions based on the pay of participants throughout their careers.

The following tables show the contribution increase required to change the definition of pay used to calculate the pension to a 10, 5 or 3 year average of final salary. Under the assumptions of increasing wages, this means higher pensions and therefore a higher cost of providing the benefit. Of course, basing the pension amount on future pay levels (rather than current ones) provides a built-in protection against inflation for the participants.

The contribution increase for the change of definition is presented both in terms of dollars, which are comparable to the 1979 plan costs, and as a percentage of payroll for future years. We calculated the effect of applying the new pay definition to all years of service and to only future service (after 1978). The contribution increases are also shown in terms of the percentage increase over current plan costs.

Table I
Contribution Increase
New Pay Definition Applies
Only to Future Accruals

<u>Pay Averaging Period</u>	<u>1979</u>	<u>Future Years Percent of Payroll</u>	<u>Increase Over Current</u>
10 years	\$ 21,600	1.8%	20%
5 years	\$ 37,300	3.2%	35%
3 years	\$ 44,300	3.8%	42%

Table II
Contribution Increase
New Pay Definition Applies
To All Years of Service

<u>Pay Averaging Period</u>	<u>1979</u>	<u>Future Years Percent of Payroll</u>	<u>Increase Over Current</u>
10 years	\$ 75,000	6.4%	71%
5 years	\$103,400	8.9%	98%
3 years	\$116,000	9.9%	110%