

BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE

AN ORDINANCE OF THE MUNICIPALITY OF)
MONROEVILLE AUTHORIZING THE PROPER)
OFFICIAL OF MONROEVILLE TO ENTER INTO) ORDINANCE NO. 2789
A COLLECTIVE BARGAINING AGREEMENT WITH)
THE REFUSE COLLECTION DIVISION OF THE)
DEPARTMENT OF PUBLIC WORKS)

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

SECTION 1. The proper officials of the Municipality of Monroeville are hereby authorized to enter into a Collective Bargaining Agreement with the Refuse Collection and Recycling Division of the Department of Public Works, said Agreement to be effective January 1, 2024.

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

ORDAINED AND ENACTED this 13th day of February, 2026.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE



Alexander J. GraZiani
Municipal Manager



Dr. Nicholas J. Gresock
Mayor

ENTERED INTO LEGAL BOOK ON: February 23, 2024

A COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE MUNICIPALITY OF MONROEVILLE

AND

UTILITY WORKERS UNITED ASSOCIATION, LOCAL 537 FOR THE
REFUSE COLLECTORS/RECYCLERS, PUBLIC WORKS DEPARTMENT

COVERING THE YEARS

JANUARY 1, 2024 UNTIL DECEMBER 31, 2024

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, _____, by and between the **MUNICIPALITY OF MONROEVILLE**, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Municipality"

AND

The **UTILITY WORKERS UNITED ASSOCIATION, LOCAL 537** of the Municipality of Monroeville, acting through their duly certified employee representatives, hereinafter called "the Refuse Collection/Recycling Division".

WITNESS ETH

WHEREAS, more than fifty-one (51%) percent of the members of the Refuse Collection/Recycling Division of the Municipality of Monroeville have elected the Utility Workers United Association, Local 537 as the duly certified employee representatives to act, bargain and execute a contract on behalf of the entire membership of the Refuse Collection/Recycling Division with the Municipality of Monroeville for the purpose of establishing wages, salaries, fringe benefits and working conditions for all the members of the said Department for a one (1) year period beginning on January 1, 2024 and ending on December 31, 2024.

WHEREAS, in pursuance of the authorization and requirements of the Commonwealth of Pennsylvania Act No. 195 of 1970, the said certified employee representatives of the Refuse Collection/Recycling Division have met and negotiated with representatives of the Municipality of Monroeville on the subject of wages, salaries, fringe benefits and working conditions for the members of the Refuse Collection Division for the year above set forth and have reached an agreement thereon; and

WHEREAS, it is the desire of the Municipality and of the said employees of the Refuse Collection Division, acting through their certified employee representatives, to reduce their said agreement to a legally binding written contract;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. INTENT OF AGREEMENT

It is the intent and purpose of the parties that this Agreement shall cover all matters related to wages, salaries, hours, fringe benefits, grievances, and working conditions, which, by law or otherwise, public employees are now, or may be hereafter, entitled to bargain for, individually or collectively, with their municipal employers.

1.1. PERSONS COVERED

A. This Agreement shall cover all full-time recyclers, refuse collectors and refuse collector-drivers employed in the Refuse Collection And Recycling Division of the Municipality of Monroeville except those Recyclers transferred from Public Works who will continue to receive the wages and benefits as listed in the 2024 Public Works contract.

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

1.2. TERMS OF CONTRACT

This Contract shall cover the period of January 1, 2020, through December 31, 2023.

1.3. REFUSE COLLECTOR/REFUSE COLLECTOR- DRIVER/RECYCLERS WAGES AND DAILY ROUTE COMPLETION INCENTIVE

A. *It is agreed that the wages for refuse collector, refuse collector-drivers and recyclers shall be:*

3%
1/1/2024 -
12/31/2024

Refuse Collector \$ 31.79
Collector-Driver \$ 33.90

3%
Recyclers \$ 34.88

(Recyclers Transferred Into Refuse/Recycling Division Under The 2024 Public Works Contract Will Receive The Recycler Rate. New or Future Recyclers Will Receive The Collector-Driver Rate.)

JOB CLASSIFICATIONS FOR NEW HIRES/PART-TIME EMPLOYEES

During the 1 st year of employment under this contract	80% of hourly rate
During the 2 nd year of employment under this contract	85% of hourly rate
During the 3 rd year of employment under this contract	90% of hourly rate
During the 4 th year of employment under this contract	95% of hourly rate
During the 5 th year of employment under this contract	100% of hourly rate

B. It is agreed that for the duration of this contract, recyclers, refuse collectors and refuse collector-drivers shall normally work a basic forty-hour week. Legitimate sick days, vacation and approved personal days will be considered as part of the forty-hour week for each individual covered by this contract.

C. All hours worked after completing daily 8 Hour route, during the work week, will be paid at time and a half-including Saturdays when a paid holiday occurs during such week.

D. Nothing herein shall limit or affect the right of the Employer to lay-off covered by this contract.

E. The Refuse collection crew will consist of three (3) men and the Recycling collection crew

will consist of two (2) men except when extreme emergencies occur. The Municipality can increase or decrease the number of men per crew if technology, equipment or any collection

vehicles change. In addition, the Municipality can increase or decrease the number of men per crew if the current allowable refuse or recyclable solid waste changes due to forces beyond the control of the Municipality (i.e., Commonwealth agency directives, landfill owner/operator feasibility of taking solid waste, etc.). If a decrease in the number of employees occurs for any of the aforementioned reasons, the reduced-force employees shall be infused into the Public Works Department.

- F. All overtime will be distributed on a rotating basis based on seniority.
- G. Recycling position vacancies caused by time-off, injuries, disability, etc. will be filled by full-time refuse workers on a rotating basis based on seniority (more senior toward least senior) and shall be continuous once started. When no full-time refuse workers are available nor accept a vacancy, part-time employees shall be used to fill the vacancy. Part-time employees will receive the part-time refuse rate while performing recycling work.

I.4. STARTING TIMES AND COMPLETION OF WORK

It is agreed that all recyclers, refuse collectors and refuse collector-drivers shall commence work each day at 4:30 a.m. When authorized by the Municipal Manager, assigned routes may be completed on Saturday, but in no event shall work be done after 5:00 p.m., on Saturday, and no work shall be done on Sunday.

I.5. DUTIES OF EMPLOYEES

Employees subject to this agreement shall collect all Municipal refuse and recyclables in accordance with Municipal ordinances, and the directions of the Municipal Manager. It is agreed that in addition to collection duties, all other necessary work done in conjunction with the washing and maintenance of equipment shall be performed by the members of the Refuse Collection and Recycling Division as part of their required weekly duties. It is understood between the parties that the collection of recyclable materials, as designated by the Municipality, in accordance with law, shall be collected by employees of the Refuse Collection and Recycling Division. Refuse and Recycling misses and remote location pick-ups, previously the responsibility of the Public Works Bargaining Unit, shall be the responsibility of the Refuse and Recycling Collection Division as part of the daily route collection. Refuse and Recycling misses shall be picked up by the responsible crew as soon as possible but not later than 12:00 noon of the next collection day. Collector/Drivers and Recyclers shall be responsible for picking up a "misses" sheet each morning prior to starting their route. Remote pick-ups shall be the responsibility of the assigned crew even through an equipment change is required.

I.6. ROUTE EQUALIZATION

The Municipality agrees to make route increase adjustments on an annual basis and to review at the beginning of each contract year the increases and decreases in route pickups with the intention of equalizing routes for all crews. It is agreed that a committee will be established including two refuse collection division employees and two management representatives to study route equalization and implement results for maximum efficiency of routes. Members of the bargaining unit's negotiating team will be paid at their regular rate when engaged in collective bargaining negotiations on behalf of members of their bargaining unit, for any negotiations which take place during regular working hours.

1.7 METHODS OF COLLECTION

It is agreed that a Committee will be established to study alternatives for refuse collection i.e. Automated Equipment, Side Loaders, Recycling alternatives. The goal is for efficiencies of collection and reduction in costs.

2. MANAGEMENT

2.1. The management of the Municipality and the direction of the working forces are vested exclusively with the Employer, except where expressly limited by a specific provision of the Agreement. Matters for inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as:

1. The functions and programs of the Employer;
2. Standards of service;
3. Its overall budget;
4. The utilization of technology;
5. The organizational structure; and
6. Selection and direction of personnel.

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

2.2. The Refuse Collection And Recycling Division, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.

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

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

2.5. 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; or in any other way limit the authority of the Municipality except as to the provisions of this Agreement. Changes in policy and practice affecting members of this bargaining unit shall be discussed with the members of the bargaining unit prior to implementation.

3. CONDITIONS OF EMPLOYMENT

3.1. MEDICAL EXAMINATION/ DRUG/ ALCOHOL TESTING

A. It is agreed that periodic medical examinations may be required by the Municipal Manager and, if so required, will be at the Municipality's expense. After receipt of valid medical examination and at the discretion of the Municipal Manager, an individual injured in the line of duty and not otherwise qualified for full disability, may be assigned to another position in the Municipality for which he qualifies.

B. Drug and alcohol random testing will be instituted as per the Drug and Alcohol Random Testing Policy (to be adopted).

3.2. SAFETY TRAINING will be conducted as per the Employee Handbook.

- A. All safety training conducted after 12:30_p.m. or after completion of 8 hr. route will be paid at a rate of 1 ½ times normal pay rate.
- B. Safety Equipment provided by Employer shall include: ear protection, protective eye wear, hard hat, head liner, safety vest, back belt, safety shoes and gloves!

3.3. RESIDENCY REQUIREMENT

Those refuse collectors and refuse collector-drivers who presently live in the Municipality of Monroeville must continue to reside in the Municipality of Monroeville as a condition of employment. All new refuse collectors or refuse collector-drivers must reside within the Municipality of Monroeville as a condition of employment.

3.4 GRIEVANCE PROCEDURE

1. All disputes between the Employer and the Refuse Collector's Division or between the Employer and any of its employee relating to this Agreement, its meaning application or interpretation, shall be settled in accordance with the following grievance procedure, and there shall be no strikes or cessation or work by the employees or lockouts by the Employer during the term of this Agreement.

STEP ONE: All grievances must be initiated within ten (10) working days of the alleged occurrence or from that time that the employee could reasonable have been expected to have knowledge of such occurrence. It shall be first discussed orally by the grievant and/or his bargaining representative, and the employee's department head. The department head must give his answer within ten (10) working days of such meeting.

STEP TWO: If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance to writing and give or send a copy of to the Municipal Personnel Director and the Refuse Collector's Division within ten (10) working days after receipt of the Step One answer.

The Personnel Officer, the grievant, and one of the Refuse Collector's Division representatives shall meet in an attempt to settle the dispute. A written answer must be given by the Personnel Officer within ten (10) working days after such meeting.

STEP THREE : In the event no agreement is reached at Step Two, the grievance may be appealed within ten (10) working days after receipt of the Step Two answer to the Municipal Manager. The Municipal Manager shall meet with the grievant and the Refuse Collector's Division representatives to attempt to settle the dispute. Within ten (10) working days of such meeting; the Employer shall give its written answer.

STEP FOUR: In the event no agreement is reached at Step Three, either the Refuse Collector's Division of the Employer may, upon written notice to the other, appeal the grievance to arbitration within ten (10) working days after receipt of the Step Three answer. The Employer and the Refuse Collector's Division shall then request the Bureau of Mediation to submit a panel of seven (7) names of suggested arbitrators.

The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Employer shall strike the first name.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this agreement and shall have no authority whatsoever to modify, alter, subtract from or add to its terms. The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Refuse Collector's Division.

The impartial arbitrator shall submit his decision within thirty (30) days after the hearing, unless time is extended by mutual agreement by both parties.

4. LEAVE TIME

4.1. VACATION

A. It is agreed that for the duration of this contract, and commencing the first year, the vacation plan for refuse collectors and refuse collector-drivers hired after Jan. 1, 1986 shall be as follows:

After one (1) year of service	10 days
After five (5) years of service	15 days
After ten (10) years of service	20 days
After fifteen (15) years of service	25 days

Also, please note that vacation pay shall be calculated utilizing the base rate time eight (8) hours per day.

B. Utilization of vacation days shall be according to the Employee Handbook with seniority prevailing in preference for dates.

4.2 HOLIDAYS

It is agreed that for the duration of this contract and commencing on the first year, that the following shall be paid holidays utilizing the base rate times eight (8) hours per day:

- | | |
|---------------------|----------------------------|
| I. New Years Day | 6. Veterans' Day• |
| 2. Good Friday • | 7. Thanksgiving |
| 3. Memorial Day | 8. Christmas |
| 4. Independence Day | 9. Seven (7) Personal Days |
| 5. Labor Day | |

New hires receive seven (7) Personal Days if completing probationary period from January 1 through June 30. If completion of probationary period is July 1 through December 31, new hires will receive three and one-half (3 1/2) Personal Days.

*Employees shall be permitted to work the actual Holiday and be paid for the Holiday plus time and one-half rate.

4.3 OTHER LEAVES OF ABSENCE

- A. **Court Leave.** Any employee ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty. The employer shall pay the difference between any jury duty compensation received and the employee's regular daily wage for each day of jury service. Any employee requesting court leave shall submit to the supervisor a copy of the applicable order or subpoena.

- B. **Military Leave.** The employer shall abide by all Federal Uniformed Services Employment and Re-employment Rights Act (USERRA) and PA CS Title 51 Military Affairs Laws. Employees requesting paid military leave shall submit to their supervisor a copy of their orders and any military compensation received from the military during the period of leave. In such case, the employer will provide the difference, if applicable, between the employee's regular pay and the amount he received from such military duty.

- C. **Bereavement Leave.** In the event of a death in the nuclear family of an employee, defined as spouse, parent, step-parent, child, stepchild or foster child, paid emergency leave up to five (5) days will be granted upon request of the employee. In the event of a death in the immediate family of the employee defined as being the employee's parent-in-law, brother, sister, brother-in-law, sister-in-law, foster parent, grandparent, grandparent-in-law, and grandchild, up to three (3) paid days will be granted upon request. For other relations defined as uncles, aunts, nieces, nephews, first cousins, one (1) day of paid leave will be granted upon request so long as travel to the funeral or ceremony is feasible.

- D. **Leave Without Pay.** When all leave time has been used by an employee, an employee may not take additional time off without pay. If this should occur, the first time will result in a written warning and the second time, without written medical verification of need, shall result in dismissal.

- E. **Paternity Leave.** An employee may request up to three (3) days of paid paternity leave for the birth of a child by the employee's spouse.

4.4 SICK/INJURY LEAVE PLAN

A. Each member of the bargaining unit 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. Bargaining unit members 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 bona fide illness or injury. New hires will receive ten (10) sick days if the completion of probationary period is January 1 through June 30. If the probationary period is completed from July 1 through December 31, new hires will receive five (5) sick days. At the end of each calendar year, the Municipality will buy back each unused sick day at \$50 per day, not to exceed a total of \$500. New hires will receive a buy back payment consistent with eligible sick days.

B. Worker's Compensation allowances will be two-thirds of the employee's base earnings as computed by the guidelines established in the Worker's Compensation Handbook.

C. Short Term Disability Leave. Employees shall have the benefit short term disability for illnesses and accidents of a non-occupational nature and for which worker's compensation is not paid, as provided below:

1. A short-term disability is defined as a period of disability which may be anticipated to last ten (10) or more calendar days and prevents the employee from performing the ordinary requirements of his/her job as described by the employee's job description.
2. The employer shall within a three hundred and sixty-five (365) day period provide up to a maximum of twenty-six (26) weeks of short term disability pay at 70% of regular base earnings for each occurrence of short term disability or recurrence of previously compensated short term disability.
3. In order to receive short-term disability benefits the employee must present to the Municipal Manager, for his/her approval appropriate medical documentation that the illness may be anticipated to last ten (10) or more calendar days and prevents the employee from performing the ordinary requirements of his/her job as described by the employee's job description.
4. 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 paid time-off, if such leave is available. •When paid time-off 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 ordinance, and shall continue to earn municipal 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 three hundred and sixty-five (365) day period, 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.
5. The Municipality may, if it desires, self-insure or purchase the short-term disability benefit herein described. The disabled employee shall cooperate fully with the medical and insurance personnel.
6. Modified duty is available as per the Employee Handbook. Modified duty shall be within the department and be performed during regular refuse hours.
7. Employees failing to notify supervisory personnel of utilization of sick leave prior to 4:30 a.m. of the day sick leave is requested shall not be entitled to any payment for that day regardless of circumstances. This non-payment provision shall continue until notification does take place prior to 4:30 a.m. of the succeeding work day.

8. Once an employee has reported for work, he shall only leave for reasons of sickness or injury. An employee who has used all available sick leave and who leaves work due to sickness shall require a medical statement signed by a medical doctor prior to returning to work regardless of the duration. Repeated over use of available sick leave may result in dismissal due to physical inability to perform the requirements of the position.

D. Long Term Disability Leave. The Municipality shall provide Long Term Disability (LTD) coverage at Sixty percent (60%) of regular earnings for non-occupational illnesses or injuries after twenty-six (26) weeks of short-term disability (STD). LTD shall continue until the employee is recovered with a maximum of eighteen (18) months. After eighteen (18) months of LTD, the employee will fall under Article III, Section 8. When an employee receives LTD he/she must then apply for Social Security Disability and the LTD will then be reduced by the amount received for the Social Security Disability benefit. If an employee returns to work within eighteen (18) months of receiving LTD he/she will return to their former position with the corresponding rate in the collective bargaining agreement. Employees that fill the position of an employee on LTD will also return to their former position. Benefits will remain in effect for all employees on LTD.

5. **BENEFITS**

5.1 **Life Insurance.**

All employees shall be eligible for group term life insurance paid for by the Employer. The amount of this insurance shall be \$25,000. Upon retirement, all employees with at least ten (10) years of service shall be covered by retirement life insurance; the amount of insurance shall be \$15,000. The cost of such retirement life insurance shall be paid by the Employer.

5.2 **Health Care.**

2. Health Care. It is the intent of the employer to provide Healthcare coverage and other health related coverage to the employee. The parties agree that the Employer and the Refuse Collector's Division shall be permitted to seek and accept competitive bids and quotations for such coverage, provided they are substantially similar to the coverage in effect at the time of the signing of this agreement. The Labor Management Committee will review said coverage and recommend the insurance carrier and co-pays, which will be chosen. Said coverage is as follows:

- (a) Hospitalization
- (b) Basic Eye Care
- (c) High Option Dental
- (d) Basic Prescription Drug-Incentive Formulary

Retroactive to January 1, 2016 refuse bargaining unit members agree to contribute 8% pre-tax of monthly premium towards the cost of healthcare. Effective January 1, 2018 refuse bargaining unit members agree to contribute 9% pre-tax of monthly premium towards the cost of healthcare. Effective January 1, 2019 public works bargaining unit members agree to contribute 10% pre-tax of monthly premium towards the cost of healthcare.

Health *Benefit* rebate/or: a) *Current Employees*, b) *Employees hired post-ratification of the contract*, c) *Employees currently covered by Municipality-provided health benefits, but who opt-out*, d) *Employees who are not covered through Municipality-provided health benefits*, e) *Spouses who both are employees of the Municipality*:

- a. The rebate/or *current employees* shall remain at 43% of the total healthcare premium with the premium capped at the 2016 premium rates.
- b. Employees hired past-ratification of the *contract*, the annual rebate shall be \$4,000 for opting-out of family coverage and \$3,000 for opting out of all other coverages for employees.
- c. *Employees* who are currently covered by the municipality-provided health insurance, but past-ratification of the contract, opt-out of the municipality-provided health insurance and thereafter re-enroll, the annual rebate shall be \$4,000 for opting out of family coverage and \$3,000 for opting-out of all other coverages for employees.
- d. Employees who are currently opted-out of municipality-provided health insurance and past-ratification of the contract, re-enroll for municipality-provided health insurance, the annual rebate shall be \$4,000 for opting-out of family coverage and \$3,000 for opting-out of all other coverages.
- e. Employees who are hired past-ratification of the contract, and whose spouses *currently work/or the Municipality* or are hired in the future shall not receive the health benefit rebate. if one of the spouses is covered by municipality-provided health insurance, the other spouse shall not receive the health benefit rebate.

In lieu of hospitalization coverage at retirement (as above), all Employees who were hired on or after June 1, 2007 will receive a \$1,000 Retirement Healthcare Savings Account (RHS) contribution annually at their anniversary date of hire. This contribution may be used for tax-free medical expense reimbursements for the employee, spouse or dependents. The RHS remains the property of the employee regardless if the employee retires from active employment or not.

Hospitalization coverage only shall be afforded to those Refuse Collector's Division members retiring after twenty-five (25) years of service, or, ten (10) years of service and attaining age 62.

5.3. UNIFORMS

The Employer will furnish a uniform and boot allowance of \$500 per Collector employees per year to be paid to the vendor in January. Uniforms are required at all times defined as shirt, jacket or sweatshirt, including name of employee and the Municipality of Monroeville in full view, dark pants and steel toed shoes. All uniforms shall be of a consistent safety green color and include safety reflectorized markings as specified by the Municipality. Shoes must meet the requirements of the American National Standards Institutes and bear the ANSI label. Shoes must fit properly, be made of material that breathes and has lining.

5.4. LUNCH AND REST PERIOD

Each employee shall be entitled to a 1/2 hour lunch break and two (2) rest periods of fifteen (15) minutes each during the eight (8) hour day. The lunch break shall be taken after the fourth hour at work, but before the fifth hour at work. The first rest break shall be taken 2 1/2 hours after starting to work and the second break taken 1 1/2 hours after the end of the lunch break. If the crew decides to forego the lunch and rest periods they may leave work after completion of the daily route and other duties and still receive credit for a full eight (8) hours pay

S.S. LONGEVITY

Longevity payments begin after the completion of five (5) years of Municipal service at \$375 with an additional \$75 per year of completed service. Longevity payments shall be capped at a maximum of 20 years of service. Longevity payments shall not be capped for employees with 20-year service as of December 1, 2020. Longevity payments will be made in the first pay of December for each year of this contract, although service eligibility will be calculated until December 31st of each year, the employment start date shall be used in calculating eligibility and entitlement.

5.6. PENSION

It is agreed that at least one representative from the recycler, refuse collector, collector-driver bargaining group shall meet with representatives of the Monroeville Employees Pension Plan to discuss improvements which can be considered for amendment to the plan.

6. HIRING

A. Filling of vacancies shall be according to the Employee Handbook.

7. REDUCTION IN FORCE

A. Seniority based lay-off as per the Employee Handbook.

B. In the event that the Municipality elects to contract for refuse collection and recycling services rather than provide refuse collection and recycling service, using its own employees, those refuse collectors, refuse collector-drivers and recyclers will be given the right to bid on job vacancies in which they are qualified before the position is advertised to outside candidates. The filling of job vacancies under the stipulations above shall be on a strict seniority basis. In the event that more than one individual has the same date of employment for seniority purposes and a limited number of job vacancies for which these individuals would qualify, then the Municipal Manager would select the individual who could serve the best interest of Monroeville. The privilege shall be extended for a period of one year during a bargaining unit member's layoff status.

8. LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established and meet quarterly to discuss refuse collection and ways to improve the departmental operations. The Committee shall be comprised of the Municipal Manager, Director of Human Resources, Public Works Director and up to three representatives from the Refuse/Recycling Department.

9. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding of the parties. There are no other agreements or covenants which are not specifically herein set forth. Any Agreement hereto must be written and executed by the parties hereto.

10. **REPEALER**

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

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

ATTEST:

MUNICIPALITY OF MONROEVILLE



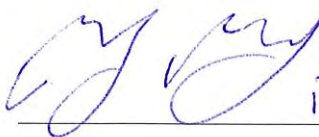
Alexander J. Graziani
Municipal Manager



Dr. Nicholas J. Gresock
Mayor

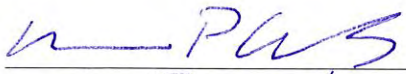
**Utility Workers United
Association, Local 537**

WITNESS:




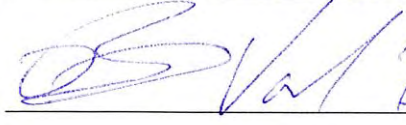
Richard Atwood



 PWS

Milan Adams



 BV

Brian Vogel