

COLLECTIVE BARGAINING AGREEMENT

Between

**NORTH STRABANE TOWNSHIP
MUNICIPAL AUTHORITY**

and

THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 537

**JANUARY 1, 2013
TO
DECEMBER 31, 2018**

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AGREEMENT

This Agreement entered into this _____ day of _____, 2014, by and between the North Strabane Township Municipal Authority, hereinafter referred to as the Municipal Authority or the Employer, and the Utility Worker's Union of America AFL-CIO System Local #537, hereinafter referred to as the Union.

WITNESSETH:

ARTICLE NO. 1 - RECOGNITION

The Employer recognizes the Union as the exclusive representative of its employees in a subdivision of the employer unit comprised of the following classifications of employees:

All full-time and regular part-time nonprofessional employees, including but not limited to laborers, office clerical employees and secretaries; and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the Act. PERA-R-91-212-W.

ARTICLE NO. 2 - MAINTENANCE OF MEMBERSHIP

A. All employees who are members of the Union, as of the date of this Agreement, and all employees who hereafter become members of the Union shall as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

B. Employees who are or who may become members of the Union may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

ARTICLE NO. 3 - DUES CHECK OFF

A. The Employer agrees to deduct monthly Union dues, and/or uniform assessments of the Local Union from the first pay of each month of any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

B. A dues check-off authorization is to be voluntary, but once given, it may not be revoked until fifteen (15) days prior to the expiration of this Agreement.

C. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deduction of money for Union dues under this Article.

D. The Secretary-Treasurer of the Local Union is to notify the Board of the amount of dues to collect per month.

ARTICLE NO. 4 - JOB CLASSIFICATION AND WAGE RATES

A. The following job classifications of the employees covered by this Agreement and the basic hourly wage rate of compensation for such employees shall be paid in their respective job classifications as follows, retroactive to the dates set forth herein

I WAGES-OPERATIONS AND MAINTENANCE

WAGES	1-1-13	1-1-14	1-1-15	1-1-16	1-1-17	1-1-18
Operations/Maintenance	\$20.90	\$23.50	\$24.20	\$24.90	\$25.60	\$26.10
Laborer	\$15.00*	\$15.40*	\$15.70*	\$16.00*	\$16.30*	\$16.55*

II WAGES-OFFICE CLERICAL EMPLOYEES AND SECRETARIES

	1-1-13	1-1-14	1-1-15	1-1-16	1-1-17	1-1-18
Office Clerical & Secretaries	\$19.90	\$20.70	\$21.30	\$21.90	\$22.50	\$23.00
Office Clerical & Secretaries Hired after 07/08/2012	\$15.00*	\$15.40*	\$15.70*	\$16.00*	\$16.30*	\$16.55*

* Any Laborer, Office Clerical or Secretary hired in any year of this contract will receive the starting rate as set forth herein for that year, and in subsequent years receive the same hourly rate increase as set forth Office, Clerical, and Secretaries. The current laborer hired in 2012 shall receive the same hourly rate increases as set forth for Office, Clerical and Secretaries.

Employees classified as Laborer, upon receipt of their appropriate (Certification E) for pump station operation, shall receive an additional \$1.00 per hour over their normal hourly rate from the date of said certification, and will continue to do so as long as said certification is kept updated and current. Employees classified as a Laborer who receives their appropriate certification as a sewer plant operator (currently designated as Certification A, B, C, or D), shall receive operator's wages from the date of said certification, as long as said certification is kept updated and current.

ARTICLE NO. 5 - WORK WEEK AND HOUR REGULATION

A. The regular work week for all employees covered by this Agreement shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, where such schedule is possible and has been the past practice for such employees. A regular work day shall consist of eight (8) consecutive hours of work, exclusive of a one-half (½) hour lunch period. A split shift may be applied to the youngest worker (seniority wise) only. The regular working shift shall start between 6 a.m. to 8 a.m.

B. Time and one-half (1-1/2) will be paid for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week. Time and one-half (1-1/2) will be paid for all work on the sixth consecutive work day for an employee. Time and one-half (1-1/2) will be paid for all work on the seventh consecutive work day for an employee. There will be no pyramiding of overtime payments under this Agreement.

C. The work week shall start at 12:01 a.m. Monday and shall end the following Sunday at midnight.

D. A regular work schedule shall be posted for all employees. Such schedule shall not be changed unless at least forty-eight (48) hours' notice of such change is given to the employee or employees involved.

E. Any employee who is called back to work after completing his regular day's work shall be guaranteed two (2) hours work at time and one-half (1-1/2).

F. Any employee who is assigned to work in a higher classification shall receive the rate of pay for such higher classification for the hours he so works, provided that he works in said capacity for a minimum of one-half (½) of his regular shift, and has all current certifications necessary for said classification. However, if an employee is assigned to work in a lower classification, he shall nevertheless be paid his regular rate of pay.

G. No employee shall be justified or warranted without valid reason to refuse to work overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of any emergency that reasonably necessitated the doing of such overtime work. Any employee shall be given a one-half (½) hour paid lunch period for every four (4) hours worked after eight (8) hours in any work day.

H. Any full-time employee called out to work on Saturday or Sunday shall be guaranteed a minimum of two (2) hours work at time and one-half (1-1/2). Call-outs shall normally be done by rotating seniority in conjunction with certification, when applicable. If an employee does not answer the call-out immediately, the employer will

call the next person on the seniority list. The first person that responds and acknowledges the call-out shall be the only person paid for said call-out. In the event that management decides to effectuate an "on-call" policy, said policy shall be subject to review and approval by the Union. If no one indicates that he will respond to the initial call within 15 minutes of when the call is made, management may answer the call out utilizing management personnel or a third party contractor, in Employer's discretion.

I. When called out on overtime, the employee is to be paid from the time he receives the call and allowed thirty minutes to report.

J. If there is work to be performed on a weekend, the Authority will offer three (3) hours per day to full-time employees on a rotating basis. The Authority shall not be obligated to offer this three (3) hours of work to more than one full-time employee per day, nor shall the Authority be obligated to offer more than three (3) hours of weekend work per day, if available, to a full-time employee. At the end of the three (3) hour period, if the work is not complete, the employee will contact the Supervisor for authorization to continue with the work.

ARTICLE NO. 6 - SENIORITY

A. Seniority is based on length of continuous service the employee has with the Municipal Authority. Seniority shall be accumulated during the absence due to illness, or permitted leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement

B. In all cases of layoffs, rehiring and promotion, seniority shall govern with due consideration for ability to perform the particular job. Employees last hired shall be the first laid off, provided those employees remaining are capable of performing the available work. When the Employer rehires any employees, employees on layoff shall be rehired in reverse order in which they are capable of performing the available work. The determination of the ability of any employee to perform the available work shall rest with the Employer, subject to the grievance procedure in this Agreement.

C. All new employees shall be considered probationary employees for a period of one calendar year from the beginning of their employment, during which time they shall have no seniority and no rights to holiday pay, insurance benefits, bereavement pay or jury duty pay, but they shall otherwise enjoy and be bound by all of the other provisions of this Agreement, except that medical benefits for the employee only will be provided on the first day of the month following employment, and said employee shall have the option to purchase additional coverage during his probation period. A new employee may be summarily dismissed within said one calendar year probationary period from the date of employment at the sole discretion of the Employer. If such employee is retained beyond the one calendar year probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of his original employment and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment.

D. In the event that there are any job vacancies, such jobs shall be posted on a bulletin board in locations accessible to all employees for a period of ten (10) calendar days. The senior employee in each job classification bidding for such job shall have the first opportunity to qualify for such job. Although the Union recognizes that the employee with the greatest seniority bidding for such job may not be capable of performing such job, the Employer agrees that first consideration for the same shall be given to such senior employee. However, the determination of the ability of any employee to perform such job shall rest with the Employer, subject to the grievance procedure in this Agreement.

E. The Employer agrees to supply the Union within one week after execution of this Agreement, a list containing the names and addresses of all employees covered by this Agreement, with their length of service (exact hiring date). Such list shall be kept up to date by notice to the Union of all employees who are listed, laid off, discharged, hired or rehired.

F. Seniority shall be broken for any of the following reasons:

- I An employee quits or resigns;
- II An employee is discharged for cause;
- III An employee is laid off for a period longer than thirty (30) consecutive months unless he is off sick due to injury on the job.

G. The Employer shall notify the Union of any contemplated layoffs and the cause therefore.

ARTICLE NO. 7 - GENERAL PROVISIONS

A. Proper rest rooms are to be kept clean and all facilities are to be kept in good working condition.

B. The Employer agrees it will not hold any of its employees who are required to collect money on behalf of the Employer responsible for any monies that are lost as a result of a hold-up or theft by other persons.

C. For all regular scheduled hours worked between 3:00 p.m. and 11:00 p.m., employees shall be paid \$.30 per hour shift differential. All employees working the midnight shift shall receive \$.35 per hour shift differential (11:00 p.m. to 7:00 a.m.).

D. Employee equipment shall be maintained in proper working order.

E. Employer agrees that it will not assign any unit work to supervisors except in emergency situations or for instructional purposes. The use of supervisors in emergency situations will not be for the purpose of avoiding employee call-out. Emergency

situations involve potential danger to life, limb or property, or if the Authority is subjected to a mandated time deadline.

F. If substantial changes are made in the regular job duties or requirements of any job, either the Union or Employer may propose a revision of the wage standards for that job. Such proposal shall be handled in accordance with the grievance procedure as set forth in this Agreement. Substantial changes are those changes that fundamentally alter job duties or job requirements, and they do not include technological changes which can be dealt with by providing the employees with the *appropriate* proper training to use the new technology.

G. No Union member shall make any verbal or written agreements or contracts that will conflict with the articles of this Agreement.

H. Any employee required by the Employer to attend a school shall receive (straight time) his regular hourly rate for all hours he attends the school, plus mileage at rates equal to the amount permitted for non-taxable reimbursement by the Internal Revenue Service. Any employee required to attend a school to maintain a necessary certification shall be permitted to attend the school at the time that the schooling is scheduled. The Employer and Employee will work together to insure that these classes are scheduled locally whenever possible. The Employer shall reimburse the employee at the straight time regular hourly rate for all hours spent attending the school, plus mileage at the rates equal to the amount permitted for non-taxable reimbursement by the Internal Revenue Service. If the Employee does not successfully complete the schooling and receive a certificate of completion for said schooling after two consecutive attempts, the Employee will be responsible for all costs associated with the same schooling and will not receive any wages for said schooling, but may utilize paid leave if available.

I. The Municipal Authority will provide and pay for protective clothing and mechanics will be furnished overalls. (Total cost to be paid by the Municipal Authority). The Municipal Authority shall own these clothes, such clothes will remain on the North Strabane Township Municipal Authority property, i.e.: left in the maintenance building or in the Authority's truck.

Employer will also provide a \$100.00 credit on a yearly basis for steel-toed work boots. Reimbursement will be based upon the presentation of an acceptable receipt.

ARTICLE NO. 8 - MANAGEMENT RIGHTS

A. The Employer has the exclusive right and power to manage, control and conduct its business, to plan and direct the working forces, including the right to hire, promote, demote, schedule and transfer its employees, and to suspend or discharge for good cause, and to make rules relating to operation as it deems advisable, subject however, to other provisions of this Agreement.

ARTICLE NO. 9 - HOLIDAYS

A. The Employer shall grant to all full-time employees ten (10) legal holidays with full pay.

B. The holidays observed shall be as follows:

New Year's Day	Labor Day	Christmas Day
Good Friday	Veterans Day	Day after Christmas
Memorial Day	Thanksgiving	Day after Thanksgiving
Fourth of July		

C. The Employer shall grant to all full-time employees a total of four (4) personal days per year during the term of this Agreement.

D. When a holiday falls on Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, Friday is to be observed as the holiday.

E. Any employee who is required to work on any of the above enumerated holidays shall be paid one and one-half (1-1/2) times his regular hourly rate of pay plus holiday pay.

ARTICLE NO. 10 - VACATIONS

A. All current employees hired before January 1, 2007, shall be entitled to receive the following vacations with pay:

1 year	1 week
2 years	2 weeks
5 years	3 weeks
10 years	5 weeks
17 years	5 weeks + 2 additional days
18 years	5 weeks +3 additional days
19 years	5 weeks + 4 additional days
20 years	6 weeks

All new employees hired after January 1, 2007, shall be entitled to receive the following vacations with pay:

1 year	1 week
3 years	2 weeks
10 years	3 weeks
15 years	4 weeks
20 years	5 weeks

B. A week's vacation shall consist of five (5) working days, or forty (40) hours of pay at the employee's straight time hourly rate.

C. Employees must schedule up to two (2) weeks of their vacation entitlement in minimum units of one (1) week. In the event that an employee is entitled to receive more than two (2) weeks of vacation, all remaining vacation days can be used in less than one (1) week units, subject to the prior written approval of the Authority Manager. Employees shall be encouraged to take their total vacation in consecutive weeks.

D. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the Employer and the employee.

E. If a holiday falls during an employee's vacations period, such employee may take that holiday at a later date as agreed upon with the Employer or receive an additional day's pay for the holiday.

F. If an employee is called out on a scheduled vacation day, that is also a regularly scheduled work day, he or she shall be paid the greater of eight (8) hours straight time pay, or time and a half (1 1/2) for the actual time worked. The employee will also be able to reschedule the vacation day not utilized.

G. It is recognized that vacations are based on past service. Hence, when an employee has completed a year of service in accordance with his anniversary date of hire, he shall be deemed to have earned his vacation and pay, even though he does not take a vacation nor receive vacation pay at that time. Further, if his employment is terminated prior to his anniversary date of hire, he shall also receive vacation pay prorated in accordance with the number of months he worked since the last anniversary date of his employment to the date of termination. However, if any employee quits his job without two weeks' notice or is discharged for just cause, he shall forfeit his termination vacation pay.

ARTICLE NO. 11 - GRIEVANCES AND STRIKES

A. Grievance Statement:

All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes or cessation of work by the employee or lockouts by the Employer during the term of this Agreement.

B. Grievance Procedure:

Should there be any disputes or differences between the Employer and the Union or between the Employer and any of its employees, such grievances shall be reduced to writing within ten (10) working days from the date of the alleged occurrence and

submitted to the other party. The following procedure shall then be used to adjust the same.

Step One: The Union Steward and the grievant shall take up the complaint or grievance with the Authority Manager. Such effort shall be made within ten (10) working days from the date the grievance is first presented.

Step Two: If the grievance is not settled in Step One, the Union will notify the Chairman of the Board of Directors of the Municipal Authority, in writing, of the Union's desire to hold a meeting with the Board of Directors of the Authority, or its designee. Such a meeting shall be held within twenty (20) working days from the date of such request, and the Authority shall notify the Union in writing of its decision within ten (10) working days after the meeting is held.

The Employer may institute a grievance with the Union Steward.

Step Three: In the event that no agreement is reached at Step Two, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within ten (10) working days after the decision in Step Two. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within ten (10) working days after the notice of appeal to the arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within ten (10) working days, then the Employer and the Union shall request the Pennsylvania 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 and the Union shall alternate in striking the first name from such list during the term of this Agreement.

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 the terms of this Agreement.

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 Union. The fees paid to the arbitrator shall be based on the schedule established by the Pennsylvania Bureau of Mediation.

C. Grievances cannot be filed over written reprimands that do not include a demotion or loss of pay. However, the individual who receives such a reprimand is permitted to file a counter-statement, if he or she so chooses, to be placed in his/her file, in the event that the Employee disagrees with the facts contained in the reprimand. If there is a 24-month consecutive period in which the Employee has no other discipline,

including reprimands, the letter of reprimand cannot be utilized for purposes of progressive discipline.

ARTICLE NO. 12 - SUSPENSION AND DISCHARGE

A. The Employer retains the right to suspend and discharge any employee for just cause. In all cases involving discharge or suspension of an employee, the Employer must notify the employee in writing of his discharge or suspension and the reason therefore. Such notice shall also be given to the Job Steward and a copy mailed to the Union office within forty-eight (48) hours from the time of the discharge or suspension.

B. A discharged or suspended employee who believes he was not suspended or discharged for just cause must notify the Employer in writing within five (5) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step Two.

ARTICLE NO. 13 - JOB STEWARDS AND OTHER UNION BUSINESS

A. The Employer recognizes the right of the Union to designate Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- (2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information—
 - a) have been reduced to writing, or
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

B. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

C. The Employer recognizes these limitations upon the authority of the Job Stewards and other alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

D. Job Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer and without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Stewards shall be reasonable in taking time off to handle grievances. When outside normal working hours, the Employer is not responsible. There shall be only one Job Steward. Any work time in excess of one hour per week will be reimbursed by the Union to the Employer.

E. Employees may be allowed unpaid time off for Union business, including national conventions, regional and national conferences, in the discretion of management. The Union must give the Employer as much advance notice as possible when this time off is required. Time off for said Union business shall not exceed 40 hours in any calendar year. An Employee taking regular paid leave has precedence over Employees seeking unpaid leave. All unpaid leave shall be in the discretion of management, and not subject to the grievance process.

ARTICLE NO. 14 - BEREAVEMENT PAY

A. In cases of death in the immediate family, up to three consecutive days, including the day of the funeral, with pay, if any said days constitute a regularly scheduled work shift, will be granted to full-time employees at straight time rate. Immediate family is defined as Mother, Father, Children, Husband, Wife, Brother, Sister, Mother-in-Law, Father-in-Law, or any relative who is a member of his household.

B. In the event of death of an employee's Uncle, Aunt, or Grandparent who lives outside of his household, employees will be granted one day off with pay for his absence on the day of the funeral if such day is the employee's regular scheduled work day.

C. The intent of the parties is to permit employees time off in the event of bereavement without loss of regular pay.

ARTICLE NO. 15 - HEALTH AND WELFARE

A. The Employer agrees to provide and pay for hospitalization and medical insurance coverage for all of its employees and their eligible dependents and family members, with the exception of any full-time employees hired on or after January 1, 2007, including full-time students and disabled dependents, to the extent permitted by the UPMC PPO HSA \$1,250 Plan, and any subsequent insurer. Employer may move coverage in subsequent years to equivalent coverage upon agreement of Union that it is equivalent. If the parties cannot agree, it shall be referred to expedited binding arbitration to determine equivalency. All employees, effective upon the signing of this Agreement, will pay 2.5 percent of said premium.

Employer, in agreement with the Union, will select and implement the equivalent coverage. If the Employer and the Union cannot agree on equivalent

coverage, the parties will each submit their positions to a neutral arbitrator, who shall select the parties position that the arbitrator determines is closer to equivalent coverage, and the arbitrator's decision shall determine the coverage issue.

All co-pays and deductibles will be the responsibility of Employer through the current insurance contract year, which runs from September 1, 2014, through August 31, 2015. Beginning in September, 2015, Employee will be responsible for all co-pays and deductibles, and Employer will match Employee's annual payment into a health savings account up to an amount equivalent to 50 percent of the deductible in place at that time.

(1) Employees on approved sick and accident leave shall be covered by the Hospitalization and medical insurance for a period of three (3) months. However, if any employee is on leave of absence due to an injury received on the job, he shall be covered by said Hospitalization and medical insurance for a period of six (6) months.

(2) If an employee is laid off, the Employer will pay it's share of Hospitalization and medical insurance coverage as set forth herein for a period of three (3) months.

(3) Any employee retiring between the ages of 62 and 65 shall have his individual medical benefits paid as set forth herein by the Employer, up to and including his 65th birthday.

(4) The Employer agrees to provide and pay for hospitalization and medical insurance coverage for any employee hired on or after January 1, 2007, for said employee only. Such employees, to the extent allowed by the insurance coverage in place at the time, may purchase, at their own cost, hospitalization and medical insurance for their eligible dependents and family members.

B. The Employer will provide a Dental and Eye Care Program for each of its full-time employees and their dependents and family members, including full-time students and disabled dependents, to the extent permitted by the insurer at the cost of the employer. Coverage shall be the current Highmark Blue Cross Blue Shield Eye Program, and United Concordia Dental Program, or its equivalent. Full-time employees hired on or after January 1, 2007, shall receive said coverage for the employee only. If the parties cannot agree as to equivalency, it shall be submitted to expedited binding arbitration.

C. Life Insurance: Employees shall be covered by the following Life Insurance Program at the sole cost of the Employer to the employees age 65 or 5 years after employment with the Authority ceases:

Life Insurance - \$25,000.00

Accidental Death/Dismemberment - \$50,000.00

D. Disability: The Employer shall provide disability coverage as follows:

- (1) The Authority will pay regular wages for ninety (90) days after the employee exhausts all of their remaining paid time (i.e. vacation leave, sick leave, and personal leave).
- (2) After using the first ninety (90) days of disability pay and the disability leave days associated therewith as described in Subparagraph (1) above, the Authority will pay the employee sixty (60%) percent of their “current salary” as prorated, up to nine (9) months from the date of the expiration of the ninety (90) days described in Subparagraph (1).
- (3) Any employee who is required to exhaust their “vacation” time may use “unpaid leave” in replacement for the vacation lost as a result of this provision to the maximum of vacation available to such employee.

There shall be no duplication in the use of sick leave days and the payment of benefits under this Disability Plan.

- (4) An employee shall not accumulate paid leave while on disability under this Section.

E. Within thirty (30) days of placement into the new health benefits program, a determination will be made, based upon the medical experience and final cost for premiums for the five (5) eligible employees, as to the total savings by the Authority for calendar year 2004, in moving from the prior health care plan to the Health Assurance Premier HMO. To the extent that there are savings for said calendar year, said savings shall be paid to the employees, pro rata, in equal shares within said thirty (30) days

ARTICLE NO. 16 - PENSION PLAN

A. The North Strabane Township Municipal Authority will provide a pension plan to employees. The plan is currently administered by, subject to a change in administrator as agreed between the parties:

Pennsylvania Municipal Retirement Board
P.O. Box 1165
Room 602
Executive House
101 South Second Street
Harrisburg, PA 17103

The pension plan contribution of the Employer for each employee during the term of this Agreement shall be nine (9%) percent of the gross earnings of the employee in each year of this Agreement.

ARTICLE NO. 17 - CIVIL RIGHTS PROVISION

No employee or probationary employee covered by this Agreement shall be discriminated against with respect to hiring, compensation, or any other terms or conditions of employment because of membership in the Union or activities on behalf of the Union or because of such individual's race, color, religion, gender, age, national origin, religious creed, political affiliation, or any other discriminatory practice proscribed by federal or state statute or regulation, nor shall this contract be construed to limit, segregate, or classify Employees in any way to deprive any individual Employee of any of the benefits under this contract for the aforesaid reasons. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific Employee or group of Employees but is intended to refer to all Employees and job classifications regardless of sex.

ARTICLE NO. 18 - SUBCONTRACTING

A. No work or services of the kind, nature, or type presently being performed by the employees covered hereunder will be subcontracted to the extent that a layoff of employees covered by this Agreement would result.

ARTICLE NO. 19 - JURY DUTY

A. Any employee who has been called for jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for jury duty.

If any employee serves on a jury for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, he shall receive the overtime rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service of a jury duty notice or summons and the amount of pay received for such service.

B. When an employee receives notice that he is to report for jury duty, he shall notify his supervisor immediately.

C. An employee on jury duty shall be considered the same as being at work.

D. The Employer reserves the right to request the Court to release and relieve any employee from jury duty.

E. Jury duty is defined as actually serving as a member of a jury, or being present in court, not just on call.

ARTICLE NO. 20 - SEPARABILITY AND SAVINGS CLAUSE

A. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction, compliance with or enforcement of any Article or election should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine term as used herein shall include the feminine and vice versa.

B. In the event that any Article or Section is held invalid or enforcement with which has been restricted as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

C. If any part of the aforesaid Agreement between the parties cannot be put into effect because of applicable legislation, Executive Order, or regulations dealing with wage and price stabilization, then such provisions or any part thereof, including retroactive requirements thereof shall become effective at such time, in such amounts and for such periods, retroactively and prospectively as will be permitted by law at any time during the life of this Agreement and any extension thereof.

D. The parties agree to use their best efforts to secure approval from the appropriate Boards, Commissions or Agencies designated or appointed by the President of the United States or his designee for all wage increases and other increased benefits agreed upon between the parties and set forth in this written Agreement. Such best efforts include appearing and participating in all necessary and appropriate hearings, joining in petitions, and signing documents as may be necessary to secure such approval.

ARTICLE NO. 21 - SEVERANCE PAY

A. Purpose: The purpose of the Employer's Severance Pay plan is to assist financially an employee whose employment is terminated by action of the Employer through no fault of the employee or who is not eligible for other specific benefits.

B. Eligibility: Any regular full-time employee whose employment is permanently terminated for any of the reasons listed below shall be eligible for severance pay in accordance with the Schedule in Section C:

- (1) Elimination of jobs;

- (2) Consolidation or mergers;
- (3) Abandonment of plants; or
- (4) Technological changes.

An employee will not be eligible for severance pay if his employment is terminated for any one or a combination of the following reasons:

- 1. Layoff of less than six months due to seasonal schedule reductions;
- 2. Layoff as the result of an act of God or a national war emergency;
- 3. A strike or picketing causing temporary cessation of work;
- 4. Dismissal for cause;
- 5. Resignation or refusal of job reassignment;
- 6. Retirement;
- 7. Death; or
- 8. Military service or other approved leaves of absence.

C. Schedules and Calculations of Payments: Severance pay for an eligible employee shall be paid thus:

Minimum of five (5) years of service-fifteen (15) day's pay.

The amount payable will be calculated on the basis of the employee's straight time hourly or daily rate. Payments shall be made no sooner than ninety (90) days after the date of termination and shall be made weekly until the full amount is paid.

If an employee is rehired within two (2) years of the date of which his employment was terminated, he shall begin to accumulate service credit towards further severance pay from the date of which he was rehired.

ARTICLE NO. 22 - TESTING OF EMPLOYEES

The parties agree to work cooperatively and prepare a mutually agreeable policy concerning employee testing.

ARTICLE NO. 23 - PROTECTION OF RIGHTS

Section 1 - Picket Line:

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union's party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2 - Struck Goods:

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an employer or person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE NO. 24 - EFFECTIVE DATE

The Agreement shall become effective the first day of January, 2013, and shall continue in force and effect until December 31, 2018. It is further agreed that on request of either party hereto, the parties will meet at such time or times after July 1, 2018, for the purpose of negotiating a new Agreement to be effective January 1, 2019.

ARTICLE NO. 25 - PART-TIME WORKERS

Up to three part-time workers may be utilized at any given time on an as-needed basis, at rates to be determined by the Employer pursuant to policy, subject to amendment, at the Employer's discretion. Under no circumstances shall part-time employees be paid in excess of the hourly rate for full-time employees, and shall not be utilized if any full-time employee in the same job classification is on lay-off status.

ARTICLE NO. 26 - SICK LEAVE

Each full-time employee with one or more years of service is granted sick leave, for an illness of an employee that prevents said employee from performing his job duties during a regularly scheduled work day, annually on a calendar year basis as indicated below:

(a) For full-time employees in operations and maintenance classifications, the following days of sick leave shall be credited per year on the opening day of the work year:

- 2013 - Eight (8) sick days per year
- 2014 - Eight (8) sick days per year
- 2015 - Eight (8) sick days per year
- 2016 - Eight (8) sick days per year
- 2017 - Eight (8) sick days per year
- 2018 - Eight (8) sick days per year

(b) For full-time employees in office clerical and office secretary classifications, the following days of sick leave shall be credited per year on the opening day of the work year:

- 2013 - Eight (8) sick days per year
- 2014 - Eight (8) sick days per year
- 2015 - Eight (8) sick days per year

2016 - Eight (8) sick days per year
2017 - Eight (8) sick days per year
2018 - Eight (8) sick days per year

During the first year of employment, sick leave shall be earned on a prorated basis at a rate of one-half ($\frac{1}{2}$) day per completed calendar month of actual work for the Employer.

Sick leave is cumulative to a maximum of sixty (60) days and the employee may use all or part in any one or more years. The employee shall be required to provide a doctor's certificate if the employee is absent for four (4) days or longer. The Employer reserves the right to require a doctor's certificate for any absence of less than four (4) days if the Employer has cause to believe the employee is abusing the use of such leave. If an employee utilizes sick leave for the work day immediately preceding a holiday, or the work day immediately following a holiday, said employee will not receive any holiday pay for said holiday.

No employee's sick leave shall be paid if an accidental injury is incurred while the employee is engaged in any work for which compensation or consideration is paid and which is unrelated to their job responsibilities for the Employer.

In the event, at the completion of any calendar year, an employee has accumulated the maximum of sixty (60) days of sick leave and has unused sick leave days from the current calendar year, the Employer agrees to compensate the employee for these sick leave days in excess of sixty (60) days at the rate of fifty (50%) percent of the daily rate of the employee per day. The daily rate of an employee shall be calculated by multiplying the hourly rate of such employee times the hours in their regularly scheduled work day or eight (8) hours, whichever is less hours. Payments of said buyback shall take place in the last pay period of the work year.

In the event of retirement or death while in the employ of the Authority, the employee or the employee's estate shall be paid for accumulated and unused sick leave days at the rate of fifty (50%) percent of the daily rate of the employee per day. The daily rate of an employee shall be calculated by multiplying the regular hourly rate of such employee times the hours in the regularly scheduled work day or eight (8) hours, which is less hours. Payments shall be made as soon as possible following the resignation or death of the employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

FOR THE EMPLOYER

FOR THE UNION

Michele Sites, Chairperson
Board of Directors

J. Kevin Booth, President

Greg Lanham, Vice-President

Darla L. Opel, Treasurer

Dave Rowland, Recording Secretary

Jeanette Salko, District President

Jim Lewis, National Representative