

A G R E E M E N T

Between

PENNSYLVANIA AMERICAN WATER COMPANY
PITTSBURGH DIVISION

And

UTILITY WORKERS UNION OF AMERICA, AFL-CIO
LOCAL UNION NO. 537

Effective August 18, 2014 to May 17, 2018

C O N T R A C T

CONTRACT made and entered into as of August 18, 2014, by and between PENNSYLVANIA AMERICAN WATER COMPANY - PITTSBURGH DIVISION and its successors and assigns, party of the first part, hereinafter usually referred to as the "Company" and System LOCAL UNION NO. 537, UTILITY WORKERS UNION OF AMERICA, affiliated with the A.F.L. - C.I.O., party of the second part, hereinafter usually referred to as the "Union" acting for itself and as the representative of employees of the Company in the Bargaining Unit:

W I T N E S S E T H :

"The Company and Union in recognition of the fact that the Company is in the business of supplying safe, dependable, efficient and reasonably priced service to the communities that it serves and that it may serve in the future, and in recognition of the parties' obligation to cooperate with each other, and in consideration of the obligation hereinafter set forth by each of the parties to be kept and performed, do hereby agree as follows:"

SECTION 1. RECOGNITION AND REPRESENTATION

The Union is hereby recognized and accepted by the Company as the sole and exclusive agent for all the employees of the Company except employees engaged as foremen, supervisors or executives, and the Company agrees that it will negotiate with the accredited representatives of the Union as the representative of employees of the Company in the Bargaining Unit represented.

SECTION 2. NO STRIKE OR LOCKOUT

In furtherance of harmonious relations among employees, the management and the public, it is mutually agreed by the parties hereto that there shall be no lockout, strike, work stoppage, or intentional slowdown during the term of this Agreement. However, there shall be no liability on the part of the Union for any strike, work stoppage, or intentional slowdown when such strike, work stoppage or intentional slowdown is not authorized by the Union, and when in addition duly authorized officers of the Local Union shall within five (5) hours after notification by the Company sign and cause to be posted in prominent places within the office or plant of the Water Company a notice that the strike, work stoppage or intentional slowdown was not authorized by the Local Union and directing all employees to return to their respective jobs promptly or to cease any action which may adversely affect any operation of the Company. The Company shall have authority to discipline any employee or employees engaged in any unauthorized strike, work stoppage or intentional slowdown subject to the Union's right to present a grievance as outlined in this Contract.

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 where a lawful primary picket line is established; provided, however, this clause shall not apply to picket lines established under the Free Speech Proviso of the National Labor Relations Act or to what is commonly referred to as "area standards" picketing.

SECTION 3. ADJUSTMENT PROCEDURES

- (a) In recognition of the fact that the Company and its employees represented by the Union have mutual responsibility to the public which requires that disagreements arising between the employees and the management be settled in an orderly way without interruption to water service, it is agreed that differences which may arise between the employees and management of the nature of those mentioned in the various paragraphs of this Section shall be adjusted in accordance with the provisions of the succeeding paragraphs of this Section.

A grievance is defined as any dispute, difference, complaint, disagreement or controversy over the interpretation or application of this Agreement, or any alleged violation thereof.

- (b) Any grievance which shall arise between the Union or the employees and the Company during the term of the Contract shall be settled by the following procedures:
- (1) The employee, and/or the Union Steward on the employee's behalf shall notify and discuss the grievance with the immediate supervisor and the employee regarding the dispute, disagreement or grievance.
 - (2) If the answer received from the immediate supervisor is unsatisfactory or if the supervisor fails to give an answer, the Union may, within ten (10) working days from the date the grievance occurred, present the grievance in writing and submit the same to the Department Head or his/her designee. The Department Head or his/her designee, shall reply in writing within five (5) working days upon receipt of the written grievance.
 - (3) If the answer received from the Department Head is not satisfactory, the Union may, within five (5) working days of receipt, appeal in writing to the appropriate Manager and the Human Resources Manager. There shall be a meeting between the Union Grievance Committee and the appropriate Manager or his/her designee, and the Human Resources Manager on the second Thursday of each month for each month within which it is necessary to meet to discuss pending grievances at 1:00 p.m. for the purpose of discussing such grievances as are appealed. Following such meeting, the Human Resources Manager shall reply to the Union in writing within ten (10) working days of the date of such meeting.
 - (4) Within thirty (30) days of receipt of the answer from the Human Resources Manager, the Union may file a request for a panel of arbitrators with the Federal

Mediation and Conciliation Service with notice to the Company. The request for a panel of arbitrators shall specify that a list of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, shall be provided to the parties. Within ten (10) days of receipt of the list, either party may request the Federal Mediation and Conciliation Service to provide the parties a second list of arbitrators, also composed of seven (7) persons who are members of the National Academy of Arbitrators. If a second list is requested, selection of an arbitrator shall be made as hereinafter set forth from the second list. If no second list is requested, selection of an arbitrator shall be made from the initial list so provided. Selection of an arbitrator shall be made by each party alternately striking the name of one arbitrator from the list until the name of one arbitrator remains. The last arbitrator remaining shall be the arbitrator selected to hear the grievance. If the grievance involves a matter of discipline, the Company shall first strike the name of an arbitrator from this list, otherwise the Union shall first strike the name of an arbitrator from the list. Nothing contained herein shall be construed to forbid the parties from mutually agreeing to the selection of an arbitrator between them, so long as the time limitations of this section are complied with or waived pursuant to Paragraph (6) of this Section.

- (5) The Arbitration Hearing shall be scheduled with all reasonable dispatch and the Arbitrator shall render his decision within thirty (30) days after the close of the hearings, and such decision shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from, alter or modify the terms of this Agreement and the expense of the Arbitrator shall be shared equally by the parties. The arbitration hearing shall be held at a mutual agreeable location and the hearing room accommodations shall be shared equally by the parties.
- (6) It is expressly understood that the time limitations set forth in this Agreement are of the essence and may only be waived in writing signed by a representative of each of the parties. In the event that the Company fails to comply with any time limitation hereunder, the grievance as submitted shall be deemed to have been granted. If the Union or the employee fails to comply with any time limitation hereunder, the grievance shall be deemed to have been withdrawn.
- (7) Copy of all correspondence to the Union shall be sent to the system Union president by the Company.

SECTION 4. DEDUCTION OF DUES

The Company agrees to deduct from the wages of employees, Union dues and assessments provided the Company has been authorized to do so by the execution of an appropriate authorization form which complies with the provisions of the Labor Management Relations Act of 1947, as amended, and turn over all monies to the Union's financial secretary. The financial secretary of the Union is to notify the Pittsburgh Area Manager in writing of any change in the amount to be deducted by the Company from the pay due each member of the Union.

SECTION 5. UNION SECURITY

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, which-ever is the later, shall on the thirty-first calendar day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

It is understood that "good standing" shall be interpreted to mean only the requirements of tendering initiation fees, periodic dues and assessments uniformly made applicable to all bargaining unit employees.

SECTION 6. NO DISCRIMINATION

The Company agrees that there shall be no interference with the right of employees covered by the terms of this Contract to become members of the Union, and that there shall be no discrimination by the Company or its agents against any employee because of their membership in the Union or for any reason.

EQUAL EMPLOYMENT OPPORTUNITY - STATEMENT OF POLICY

It is recognized by the parties herein that the Company is an Equal Opportunity Employer whose employment policies and personnel practices are such as to insure that all employees and individuals, including disabled individuals and disabled veterans and veterans of the Vietnam era, are treated equally and that recruiting, hiring, training and promoting persons in all job classifications shall be done without regard to race, color, age, religion, national origin, qualifying disability, or sex, except where sex is a bona fide occupational qualification or under a bona fide seniority or merit system; that decisions on employment shall be made so as to further the principle of equal employment opportunity; that decisions with regard to promotion are in accord with principles of equal employment opportunities; that all personnel actions, such as compensations, benefits, transfer, layoffs, return from layoff, Company sponsored training, education tuition assistance, social and recreation programs will be administered without regard to race, color, age, religion, national origin, qualifying disability, or sex.

In all sections of this Contract, any reference to gender shall mean either sex.

SECTION 7. SELECTION OF EMPLOYEES BY THE COMPANY

It is recognized by the parties hereto that in the operation of the water works property of the Company, on account of the responsibility to supply at all times a safe and adequate supply of

water to the communities served and their inhabitants, there can be no division of this responsibility, and it is agreed that the Company, therefore, must be unhampered in the selection of its employees.

SECTION 8. OBSERVANCE OF COMPANY RULES

The Company shall have the right at any time to adopt and put into effect reasonable rules and regulations not in conflict with this Contract. The Company agrees to furnish the Union a copy of any such rules and regulations in advance of publication.

The Union shall have an opportunity to comment upon such rules and regulations and, if necessary, meet with the Company in that regard. In the event that the Union desires to meet with the Company, such meeting shall be held within ten (10) working days from the date the Company furnishes the Union with the rules and regulations. The rules and regulations may be placed in effect on the tenth (10th) working day following the date of posting.

The Union reserves the right to grieve the reasonableness and/or the propriety of the rules and/or the penalty thereunder the procedures in Section 3.

The Union agrees that its officers and members will comply with the Company's rules and regulations which shall be posted in each department where they may be read by all employees.

Any disciplinary action by the Company or the reasonableness of any rule to which objection is raised by the Union will be subject to the grievance procedure in Section 3.

No employee shall be disciplined for any reason for which another employee is not impartially disciplined.

No disciplinary measure, including discharge, will be imposed except for just cause. In cases of suspension or discharge, upon the request of either party, a meeting shall be held within 24 hours to discuss the facts of the case.

Letters of reprimand issued on or before May 17, 2006 which are in excess of one (1) year old shall not be used as a basis of discipline in any program of progressive discipline. Letters of reprimand issued on or after May 18, 2006 which are in excess of two (2) years old shall not be used as a basis of discipline in any program of progressive discipline.

SECTION 9. UNION BUSINESS

The Union and the employees agree that there will be no solicitation, interference, restraint or coercion of the Company's employees on the Company's premises or during working time. Working time includes all periods during the working day except assigned break periods and meal times. However, any authorized representative of the Union, upon permission obtained from the Company's Pittsburgh Area Manager or the appropriate Department Head, shall be allowed the right of ingress to or egress from the Company's premises during working hours for the purpose

of conferring with any employee who is a member of the Union, but such permission shall not be withheld on an unreasonable or arbitrary basis.

For the 2018 negotiations, the Company will pay the wages of four (4) members of the negotiating committee. The Union shall notify the Company prior to the beginning of negotiations of the names of the four (4) employees who will be entitled to reimbursement of wages for attending the negotiating sessions.

SECTION 10. NO SUBTERFUGE

The Union and the Company will not engage in subterfuge for the purpose of defeating or abating the provisions of this Agreement. The Company will not engage in subterfuge to avoid filling needed established, permanent positions.

SECTION 11. SENIORITY

For the purposes of this section, the following definitions shall apply:

(1) Pittsburgh Area Seniority

Pittsburgh Area Seniority shall mean date of employment in the Pittsburgh Area or the most recent date of hire in the event seniority has been lost because of layoffs exceeding the schedule hereinafter provided.

(2) Departmental Seniority

Departmental Seniority shall mean the total accumulated service within a particular department measured from the date on which the employee initially was awarded a job in that department including periods of layoff if the layoff was made from the department.

However, if no physical movement is ultimately made on a bid or bump, no seniority in the job bid to or bumped into will accrue as a result of the bid or bump and the employee will continue to accrue seniority without interruption in the job bid from or bumped from. This will apply to all jobs bid subsequent to May 18, 1977. On jobs bid prior to May 18, 1977, departmental seniority for those employees awarded jobs commenced with the first day of work in that department.

It is agreed that Pittsburgh Area Seniority shall not exist until after sixty (60) calendar days of employment in the Pittsburgh Area; however, after sixty (60) calendar days of employment, Pittsburgh Area Seniority shall revert to and be considered to have been in full force and effect from the beginning of the sixty (60) calendar day period. It is agreed that an employee shall lose his seniority under the following circumstances:

1. Voluntary termination of his employment.

2. Discharge for cause.
3. Upon failure to return to work, when recalled after layoff, within a period of seventy-two (72) hours after notice by registered or certified mail has been received or refused by the employee as evidenced by the return receipt. Said notice shall be mailed to the employee's last known address.

4. When layoff exceeds the following periods:

<u>If accrued seniority is:</u>	<u>Seniority shall be lost after layoff exceeding:</u>
Less than six (6) months	One (1) month
Six (6) months but less than one (1) year	Three (3) months
One (1) year but less than two (2) years	Six (6) months
Two (2) years but less than five (5) years	One (1) year
Five (5) years but less than eight (8) years	Three (3) years
Eight (8) years or more	Five (5) years

Upon execution of this Contract, the Company will make available to all employees Job Interest Bid sheet forms for all jobs covered by this agreement on which an employee shall indicate his preference to move to another job and/or shift in any or all departments of the Company. When a vacancy occurs in any job, the employee with the highest departmental seniority on the Job Interest Bid form shall be awarded the job or shift, and if there is no one with departmental seniority on the Job Interest Bid form, the employee with the highest Pittsburgh Area seniority on the Job Interest Bid Sheet form shall be awarded the job or shift. Probationary employees may sign job interest bid sheets within the department where they are employed, and they will be considered for selection prior to hiring new employees if the probationary employee is determined by the Company to be qualified for the job involved.

Resulting vacancies shall be filled in the same manner. An employee must accept an awarded job. An employee may, after indicating his interest for a particular job, subsequently add or remove his name from any list for any job or shift by executing a Job Interest Change form. However, he may not again indicate his interest in that job or shift for a period of six (6) months nor may he indicate an interest in a job from which he has moved for a period of six (6) months.

Copies of all Job Interest Bid Sheets will be updated on a monthly basis and remain posted on all bulletin boards in all departments at all times. Any changes in the Job Interest Bid Sheets will be given to the Union three (3) working days in advance and posted on bulletin boards after that in a conspicuous place at all times.

Job Interest Bid sheets shall set forth the title of the position to be filled, hours of work, days of relief, rate of pay, and a basic outline of duties. Within five (5) days excluding Saturday, Sunday and holidays after the existence of a vacancy, the Company shall designate the applicant who is awarded the position. However, such an employee may not rebid a job he/she has held during the preceding six (6) months. The Union will be provided with copies of all bid sheets. Nothing contained in this section shall require the Company to fill any vacancy.

In the awarding of bids, if more than one individual bids for the job and they have equal department seniority, the individual with the greatest Pittsburgh Area seniority shall be awarded the job. In the event that two or more individuals have identical Pittsburgh Area and Department seniority, a flip of a coin shall determine who is awarded the job.

A job awarded will become final if not corrected or rescinded by the Company within three (3) business days.

Any employee who bids from one department to another or who bumps into another department to avoid layoff shall retain his seniority in the department from which he has bid or bumped. Seniority in the department to which an employee bids shall begin on the day of the award. Seniority on a bump shall commence on the day he/she begins work in such department.

In the event a vacancy occurs in a newly created job classification or the addition of a job classification on a shift not previously listed on the existing Job Interest Bid Sheets while an employee is absent, the Union and Company will mutually undertake to notify such absent employee of the vacancy. The absent employee shall have ten (10) working days from the date of posting in which to notify the Company in writing of his desire to apply for the subject vacancy.

It is further agreed between the parties hereto that all employees promoted or assigned to positions covered by the terms of the Agreement shall be given a thirty (30) working day trial period in the new position unless the Company and Union agree to a lesser time. In cases of any disagreement as to the employee's fitness, such difference shall be settled in accordance with Section 3 of this Contract. If he/she is unable to qualify, he/she may return to the job from which he/she came without the loss of seniority. An employee who is on a trial period will not be transferred within his department during such trial period.

The party finally determined to be the person entitled to the job by agreement or grievance, shall be paid retroactively to the date the job was permanently filled.

If there are no bidders for a vacancy within the Pittsburgh Area, before hiring a new employee, the Company shall notify laid off employees with retained seniority in the Pittsburgh Area, if the vacancy is not filled the Company shall notify laid off employees with retained seniority in other Districts or Areas who have had prior experience in the job where the vacancy exists. In such

event, the laid off employee may bid into the vacancy and his/her seniority shall be recognized for the purpose of vacation and sick leave but he/she shall be placed at the bottom of the seniority list with respect to all other purposes.

Employees with three (3) years or more of seniority as of May 18, 1977, will not be subject to layoff. Employees having less than three (3) years of seniority as of May 18, 1977, shall not be subject to layoff after they have acquired seven (7) years of seniority. This provision shall continue to apply in the case of permanent transfers to other districts or areas. Employees hired subsequent to May 18, 1977, will be subject to layoff in accordance with the procedure set forth below.

In the event of a layoff, an employee shall be permitted to first exercise his/her departmental seniority to retain employment in the department by bumping anyone in the department with less departmental seniority. Thereafter, an employee shall use his/her Pittsburgh area seniority to bump into another department by bumping the person in that other department with the least Pittsburgh area seniority. If an individual cannot avoid actual job loss either by use of departmental seniority according to the first sentence of this paragraph or by use of Pittsburgh area seniority according to the second sentence of this paragraph, he/she may avoid actual job loss by bumping the person in the department referred to in the first sentence of this paragraph with the least Pittsburgh Area seniority, so long as the person bumping is not the person in that department with the least Pittsburgh area seniority. In case of any bump, if the person bumping bumps into a position over which any governmental agency has jurisdiction, and the governmental agency requires, by virtue of its regulations, that the holder of the position have a current or valid license, the person bumping must possess the current or valid license to bump into that position. If he/she does not have such a license, he/she shall not be permitted to bump into that position. Instead, he/she shall, in case of a bump under the first sentence hereof, bump anyone else, with less departmental seniority in the department, and in case of a bump under the second sentence hereof, he/she shall bump that person in the other department with the least Pittsburgh area seniority not required by such governmental agency to hold a valid or current license, so long as the person bumped has less Pittsburgh area seniority than the person bumping.

If the employee who is bumping into another department has had previous service in that department, that departmental seniority can be used for subsequent bidding in the event a vacancy occurs within the department thereafter. The employee must be capable of performing the duties of the job into which he/she is bumping, and he/she shall be given a thirty (30) working day period within which to qualify for the job bumped into. The parties agree to eliminate all situations of identical seniority for bumping purposes under all paragraphs of this Agreement within a reasonable time after execution of this Agreement. The present practices of resolving questions of identical seniority for bidding, vacation selection and other questions not involving job loss shall continue.

In order to avoid layoff, employees shall be permitted to bump into the office into Grades I and II positions, subject to the above rule regarding bumping. No bumping into Grade III or Grade IV positions shall be permitted unless the employee has had prior service in that department. The employee must be capable of performing the duties of the job into which he/she is bumping. The thirty (30) day trial period shall not be applicable when bumping into the office.

Employees shall be granted leaves of absence for good cause for a period of not more than ninety (90) days without prejudice to seniority or other rights except that leaves of absence need not be approved during periods when vacation demand is heavy. Leave is available to qualifying employees under the Family and Medical Leave Act per Company policy in accordance with the Act.

In the event that the Company elects to combine districts or areas, seniority and length of service dates of all affected bargaining unit employees shall be dovetailed, provided, however, that the combinations involve one or more of the following districts or areas:

Valley/Monongahela, Uniontown/Connellsville, McDonald/Washington.

If the Company acquires another property during the life of this Agreement, the acquired property will be added to the list in the respect to any other districts or areas within a 30-mile radius from the outer limits of the Pittsburgh Area's service territory.

In the event that districts are combined other than those listed above, the seniority lists will also be dovetailed.

An employee who is permanently transferred from one district or area to another as a result of combining one or more functions from their respective departments shall have seniority dovetailed into the seniority list in the district or area to which the transfer is made.

In such event, the employee's Company seniority shall also be regarded as departmental seniority in the district or area into which the transfer is made. Prior to affecting a permanent transfer of a function, the affected employees may have the opportunity to bump. Thereafter, the required number of junior qualified employees needed for the transfer shall have the election of accepting the transfer or a layoff, notwithstanding the fact that they may be protected from layoff by virtue of another paragraph in this section.

If the Company requires an employee to permanently transfer resulting in the necessity of relocating his/her permanent residence, the Company will reimburse such employee for reasonable household moving expenses.

SECTION 12. SERVICE IN THE ARMED FORCES

Both parties agree to abide by and comply with all applicable Federal and State laws, rules and regulations applying to the reemployment of employees who enter the Armed Forces of the United States or the United States Merchant Marine. Members of the National Guard or Reserves who are called for training camp will be paid the difference between normal pay and military pay for a maximum of two (2) weeks during any calendar year.

Members of the National Guard or Reserves who are called to emergency temporary active duty for a period not in excess of thirty (30) days, will be paid the difference between military pay and normal pay for the period they are on active duty.

SECTION 13. WAGES AND HOURS

A schedule setting forth the wage rates, hours and related items for the various classifications and occupations covered by this agreement is hereby accepted by the parties hereto and is marked "Appendix C" and made a part hereof.

SECTION 14. PREMIUM PAY

I. OVERTIME

A. NON-SHIFT EMPLOYEES (Distribution Department, Meter Shop and Office).

- (1) Monday to Friday Work Week - One and one-half (1½) times the regular hourly rate for all hours worked on Saturday and two (2) times the regular hourly rate for all hours worked on Sunday.
- (2) Tuesday to Saturday Work Week - One and one-half (1½) times the regular hourly rate for all hours worked on Monday and two (2) times the regular hourly rate for all hours worked on Sunday.
- (3) Wednesday to Sunday Work Week - One and one-half (1½) times the regular hourly rate for all hours worked on Tuesday and two (2) times the regular hourly rate for all hours worked on Monday.
- (4) One and one-half (1½) times the regular hourly rate of pay shall be paid:
 - (a) All hours worked in excess of eight (8) in any twenty-four (24) hour period commencing with the beginning of the employee's regular shift assignment in any calendar day except in the case of a shift or work week change caused by the employee bidding or bumping into another job or shift assignment. This provision shall not apply to Meter Department employees for any hours worked on Saturday between 8:00 a.m. and noon for those meter serviceman whose regular Tuesday thru Saturday shift commences at noon and any hours worked between 8:00 a.m. and 1:30 p.m. on Saturday for any meter serviceman whose regular Tuesday thru Saturday shift commences at 1:30 p.m.
 - (b) In the event that an employee who is not permanently assigned to a shift which encompasses the hours of 6:00 p.m. to 6:00 a.m. works during such hours, he/she shall be paid one and one-half (1½) times his/her regular rate for all hours worked between 6:00 p.m. and 6:00 a.m. regardless of the duration of that temporary assignment. The foregoing shall not apply in the Meter Shop when the night Serviceman or Garage Attendant is absent on vacation and the

Company changes the schedule of a daylight employee who has signed the Availability List to provide for a replacement, provided a twenty-four (24 hour advance notice is given.) If no employee signs the Availability List, the junior qualified employee in the department will be required to fill the vacancy.

- (5) One and one-fourth ($1\frac{1}{4}$) times the regular hourly rate shall be paid for all normal scheduled hours worked on Sunday. This provision shall not be applicable to any hours for which an employee is receiving overtime pay under any other provision of this contract. This section 14-I-A(5) shall not apply to anyone who bids into or is hired into any such position after the effective date of this contract.

B. SHIFT EMPLOYEES

- (1) One and one-fourth ($1\frac{1}{4}$) times the regular hourly rate shall be paid for all normal scheduled hours worked on Sunday. This provision shall not be applicable to any hours for which an employee is receiving overtime pay under any other provision of this contract.
- (2) One and one-half ($1\frac{1}{2}$) times the regular hourly rate shall be paid for:
 - (a) All hours worked in excess of eight (8) hours in any twenty-four (24) hour period commencing with the start of his/her regular scheduled shift except in the case of a Maintenance Relief Man filling in for an Operator or Assistant Operator or Assistant Operator/Maintenance Man due to illness, funeral leave, jury or witness duty, personal day, or vacation, whose work week is other than Monday through Friday when said relief person has been given at least eight (8) hours advance notice of the fill-in assignment. One and one-half ($1\frac{1}{2}$) times the regular hourly rate shall be paid only to the extent that the hours worked in the twenty-four (24) hour period are continuous.
 - (b) All hours worked on the first off day in any week; provided, however, that if overtime is paid for said day under any other provisions of this Contract, it will not be duplicated and further provided that a maintenance relief man or assistant operator working a scheduled sixth (6th) day in any work week may be utilized as a replacement in another classification.
- (3) Two (2) times the regular hourly rate shall be paid for all hours worked on the second of an employee's regular scheduled days off in any work week, and on his/her single day off in his/her scheduled six (6) day work week.

C. No employee shall be paid both daily and weekly overtime for the same hours worked.

D. SHARING OF OVERTIME

(1) All overtime in each department of the Company shall be shared insofar as possible equally and alike in each class of work. Overtime will be posted monthly.

(2) In assigning overtime in Plant operations, the Company shall not be bound to fill the vacancy by classification. In the event overtime cannot be avoided, the Company shall be required to fill the vacancy by classification, except as provided in 14(B), (2), (a and b). In all other departments, exclusive of plants, overtime shall be assigned by classifications.

If an employee is assigned to another classification on a particular day, and at the end of the day he/she encounters overtime, the employee may continue to work rather than call an employee regularly assigned to that classification. In determining which of the employees in a given classification is entitled to such overtime, the parties will be guided by the overtime "availability list" applicable to the department in which the overtime occurs.

(3) Notwithstanding any of the foregoing provisions of this Section, the Company reserves the right to fill any temporarily existing vacancy in any of the classifications designated as "shift operations" in "Appendix C", Section 3 with any available employee, provided the employee so transferred receives only the applicable straight time rate for the period of such temporary vacancy.

E. EXTENDED OVERTIME

(1) The Company agrees that, except for employees in the classification of Operator, Assistant Operator and Assistant Operator/Maintenance Man who are given no less than four hours notice prior to the normal starting time for their shifts in said classification, when an employee remains at work after completion of his regular work day, he shall be entitled to meal allowances at the following intervals:

One meal or meal allowance at the end of the first three (3) hours of overtime.

One meal allowance at the end of each four (4) hours interval thereafter during such overtime work.

- (2) The Company agrees that when an employee is called out after leaving for the day or is called out on his/her off days (except with prior notice), he/she shall be entitled to meal allowances at the following intervals:

One meal or meal allowance at the end of the first four (4) hours of call-out time, or at his/her next regular eating time, whichever is earlier, and at four (4) hour intervals thereafter during such overtime work.

- (3) When an employee actually leaves a job site and eats a meal, the next time he/she shall be permitted to eat a second meal shall be five (5) hours after the time he/she left the job site to eat the first meal.
- (4) The meal allowance provided under the above paragraph is fixed at \$6.75. The meal allowance will be included in the employee's normal bi-weekly paycheck.
- (5) No meal allowance shall be payable for any period during an employee's regularly scheduled shift except breakfast in connection with a call-out.
- (6) Distribution employees who are entitled to one or more meals or meal allowances will be paid an additional one hour of wage at the appropriate rate of pay applicable to the time period of the first meal or meal allowance entitlement. If employees on overtime desire to eat, they shall eat on the job site during the course of performing the work. At the end of the job, employees will report directly back to headquarters without stopping to eat. In all other departments, the current practices concerning meals and meal allowances shall continue.

If a daylight shift Distribution employee is called-out to unscheduled overtime that begins more than six hours before the start of his/her next regularly scheduled daylight shift and continues working on that overtime until one hour or less before the start of his/her next regularly scheduled daylight shift then he/she will be permitted at the end of this call-out work to take one paid hour to stop and eat a meal (in which case this employee will not receive an additional hour of meal allowance pay per the immediately above paragraph). Should this one paid hour to stop and eat a meal begin after or continue into this employee's next regularly scheduled daylight shift, it will not affect his/her entitlement to this time; but the pay rate for that portion of this hour falling during the regularly scheduled daylight shift shall be at the straight-time, non-premium level.

- (7) If an employee is required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period beginning with his/her regularly scheduled starting time, he/she shall be entitled to an eight (8) hour rest period before being required to again report to work. To the extent that any portion of the

eight (8) hour rest period extends into his/her regularly scheduled work day he/she shall be paid for such hours at the regular hourly rate.

If the Company requires the employee to report to work during any portion of such rest period, the employee shall be compensated for such hours at two (2) times his/her regular hourly rate to the extent that such hours are in the normally scheduled day.

This provision is applicable to employee's second off day provided that employee is called out on or before his/her normal scheduled starting time.

F. OVERTIME - GENERAL

- (1) An employee shall not be required to take time off during his/her scheduled working hours for overtime worked or to be worked unless, in emergencies, he/she is required to work overtime to such an extent as to be unable to obtain sufficient rest before the start of his/her regular working period except as provided for in Section 14, E, (7).
- (2) The Company agrees that employees may refuse extended overtime for urgent personal reasons. If an emergency exists which requires overtime work, the call-out procedure presently in practice will be used. If, however, no employee desires overtime, then the lowest senior employee who can perform the required work shall be required to work the overtime.
- (3) The Company will endeavor to include all overtime in the current paycheck insofar as possible.

G. SCHEDULED OVERTIME

Employees in the Distribution and Meter Departments who are scheduled in advance to work on an overtime basis (except as an extension of the regular work day) will be guaranteed eight (8) hours work at the appropriate rate. Employees in the office who are scheduled in advance to work on an overtime basis (except as an extension of the regular work day) will be guaranteed four (4) hours at the appropriate rate.

Although the particular work assignment(s) may have been designated when overtime is scheduled in advance in any Department, such work assignment(s) may be changed or revised.

H. FLEXIBLE WORK WEEK AND FILLING OF VACANCIES ON ALL SHIFTS

- (1) The Company may establish regularly scheduled shifts Tuesday through Saturday and Wednesday through Sunday in the Distribution Department and Meter Shop. Such shifts shall be filled by bid. No employee employed

as of May 17, 1974, shall be required to accept an assignment on any such shift and no employee employed as of May 17, 1977, shall be required to accept an assignment on the Wednesday through Sunday shift.

In the event of layoff, no employee employed on May 17, 1974, shall be forced to accept an assignment on either shift and no employee employed on May 17, 1977, shall be forced to accept an assignment on a Wednesday through Sunday shift.

- (2) The Company may establish a regularly scheduled shift Tuesday through Saturday in the Office. Such shift shall be filled by bid. No employee employed as of May 17, 1977, shall be required to accept an assignment on such shift and in the event of a layoff no employee employed by the Company on May 17, 1977, shall be forced to accept an assignment on such shift.
- (3) Vacancies due to sickness, vacations, or other excused leaves of absence shall be filled first by moving up, if other qualified employees are available on the particular shift involved, if the Company desires to fill such vacancy.

If, however, the Company desires to maintain the same number of employees on the particular shift involved, the vacancy shall be filled by assigning the junior qualified employee from the daylight shift in that department at the straight time hourly rate.

II. HOLIDAYS AND PERSONAL LEAVE DAY

- A. The following holidays will be recognized for the purposes set forth in the subsequent paragraphs of this Section:

New Year's Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas
Fourth of July	Personal Leave Day(s) See (6) below
Labor Day	

Production employees may elect to take either or both of Election Day and Veterans Day as holidays in lieu of Personal Leave Days.

Except for the Tuesday-Saturday and Wednesday-Sunday shifts, when any holiday falls on Sunday, it will be observed on the following Monday. For the Tuesday-Saturday and Wednesday-Sunday shifts, when any holiday falls on a Saturday or a Sunday, it will be observed on the day upon which it falls.

- (1) When not required to work on any of the foregoing holidays, every regular employee covered by this Contract, shall be paid a holiday bonus equal to his/her regular hourly rate of pay multiplied by the number of normally scheduled hours. In the case of a shift employee, this shall be construed to mean the rate applicable to the daytime shift.
- (2) Each non-shift employee (Distribution Dept., Meter Shop and Office) will normally not be required to work on any of the foregoing holidays, but when required to work, will be paid the holiday bonus described in the immediately preceding paragraph in addition to one and one-half (1½) times his/her regular hourly rate during all hours which would otherwise be normal working hours, and two (2) times the regular hourly rate for all other hours worked that day.
- (3) Each shift employee will normally be required to work when any holiday falls on one of his/her regularly scheduled work days. When so required to work, he/she will be paid a holiday bonus equal to eight (8) hours at his/her regular hourly rate applicable to the first full shift of eight (8) hours worked on such holiday. In addition, he/she will be paid at one and one-half (1½) times his/her regular hourly rate for the first eight (8) hours worked, and two (2) times his/her regular hourly rate for all other hours worked that day.
- (4) When a holiday falls on the sixth day of a shift employee's scheduled work week, he/she will be paid, in addition to the holiday bonus of eight (8) hours at the regular hourly rate, two (2) times his/her regular hourly rate for all hours worked that day.
- (5) When a holiday occurs on a scheduled working day during a vacation period, all regular employees covered by this Contract shall be allowed an extra day's vacation to be taken at such time as work requirements will permit or, at the option of the employee, shall receive an extra normal day's pay at regular hourly rates.
- (6) Each regular employee is granted three Personal Days of Absence (other than a scheduled holiday as set forth in this Agreement) with normal pay. Each employee will request his/her personal Day off at least forty-eight (48) hours in advance, thus to permit the Company to schedule its work program. The Company reserves the right to limit the number of employees absent at one time. However, any employees who wish to use one or more of their Personal Days of Absence on either or both of Election Day and Veterans Day may do so, and there shall be no restriction on the number of employees who may be absent from work on either or both of those days. Any production employee who has elected to retain either or both of Election Day and/or Veterans Day as a holiday, shall have his/her personal days of absence reduced to reflect the retention of either or both of Election Day and Veterans Day as a holiday.

- (7) Any employee who, on either his/her last scheduled work day before any of the above enumerated holidays or on the first of his/her scheduled work days after any of the above enumerated holidays receives only partial pay in the form of (1) accident and sickness benefits not constituting a full day's pay, (2) worker's compensation benefits not constituting a full day's pay or (3) receives no pay, shall not receive holiday pay for the holiday in question. However, notwithstanding the foregoing, an employee who is absent from work on his/her last scheduled day before any such holiday or his/her first scheduled day after any such holiday, while on leave of absence for Union business, or while on leave of absence for a period of one (1) week or less pursuant to the Family Medical Leave Act, or while on an absence for a period of one (1) week or less which absence is approved by the Company, shall not forfeit his/her applicable holiday pay.
- (8) When a holiday occurs on an employee's normally scheduled work day or when a holiday occurs on a shift employee's normal scheduled sixth day, and the employee is off on fully paid sick leave, this employee will be paid the holiday pay at regular straight time hourly rate and will be allowed an extra day of paid sick leave which will be added to his/her total sick leave entitlement for the current disability year. Employee shall not receive holiday and sick leave benefits for the same day.

SECTION 15. OTHER TERMS OF EMPLOYMENT

I. JURY DUTY, WITNESS DUTY AND DEATH IN FAMILY

The Company guarantees normal pay to employees while on jury duty or while serving as a non-party, duly subpoenaed witness by paying the difference between normal pay and the amount received for such duty, provided a written verification is provided by the employee from the court showing the date served and total compensation received. The provision relating to witness pay shall not apply to any proceeding in which the Company and Union are adverse parties nor to any employees subpoenaed in such a proceeding by other than the Company.

Regular employees shall be granted a maximum of four days absence with pay in the event of the death of the employee's father, mother, brother, sister, spouse, child, stepchild, mother-in-law, father-in-law, grandparent, grandchild, stepmother, stepfather, stepbrother, stepsister, daughter-in-law, and son-in-law. For non-traditional funeral practices (i.e., cremation), employees shall be granted two (2) days off to be taken from the date of death up to and including the memorial service so long as that period of time does not exceed thirty (30) calendar days. This provision applies only to those situations covered under this paragraph.

The term "spouse" includes a common law spousal relationship, but only when the employee has at least sixty (60) days prior to the death of the common law spouse (a) filed

with the United States Internal Revenue Service an individual income tax return, Form 1040, listing the employee's filing status as "married" (either married filing joint return or married filing separate return) with the name of that common law spouse, or (b) filed with the appropriate public office a deed stating a proper interest in real estate which specifically lists the employee's and that common law spouse's interest as "husband and wife" or "joint tenants by the entirety" (other joint tenancy terms not specifically referring to "husband and wife" or "tenants by the entirety" are not acceptable).

Regular employees (bloodline only) shall be granted a maximum of one day's absence with pay for the purpose of attending the funeral of the employee's brother-in-law, sister-in-law, uncle, aunt, nephew or niece. Regular employees shall be granted a maximum of one day's absence with pay for the purpose of attending the funeral of the employee's spouse's (bloodline only) uncle, aunt, nephew or niece.

It is agreed, however, that where distance permits, employees will return to work on the day following the funeral.

II. TEMPORARY TRANSFERS WITHIN THE PITTSBURGH AREA

The Company has the right to transfer employees from the Distribution or Meter Department to any other Department including transferring employees between the Meter and the Distribution Departments. Such temporary transferees shall be required to report to the place of transfer at that Department's regular starting time. Such temporary transfers shall be offered in seniority order among the employees on the daylight shift. If no employees desire the transfer, the most junior employee on the daylight shift shall be transferred. The Company reserves the right to select which Department employees will be transferred from.

In all Departments, if employees are temporarily transferred to other jobs paying higher hourly rates they shall receive such higher rates while so employed.

If regular employees are temporarily transferred to other jobs paying a lower hourly rate, there shall be no reduction in their hourly rate except for employees who are provided light-duty type work of a lower rated job because of medical reasons or physical limitations. However, any employee who is provided light-duty type work of a lower rated job because of medical reasons or physical limitations shall continue to receive the higher rate of pay for his/her classified job if said employee elects, for each day for which he/she desires to receive such higher rated pay, to have deducted from his/her sick leave accumulation, a complete sick day.

If said employee has no remaining sick days, he/she shall be compensated for the lower rated job at the lower rate of pay. Notwithstanding the foregoing, any employee who is provided light-duty type work because of medical reasons or physical limitations shall be provided such work for the same number of daily straight-time hours as applies to his/her classified job, unless his/her physical limitations mandate light-duty work for a number of hours less than the regular number of straight-time hours applying to his/her classified job.

The Company will not use temporary transfers as a subterfuge to avoid establishing needed permanent positions.

Any job that exists or is created by reason of additional work not due to sickness, leave of absence, vacation or military service and exists more than ninety (90) days shall be posted and bid as a regular job. The Company shall advise the Union in writing as to the reason for the temporary transfer.

III. TEMPORARY TRANSFERS BETWEEN DISTRICTS AND AREAS

Temporary transfers between districts and areas is defined as a transfer not exceeding thirty (30) consecutive work days. Temporary transfers between districts and areas shall be limited to Valley/Monongahela, McDonald/Washington or Uniontown/Connellsville.

If employees are temporarily transferred to a job in another district or area that pays a lower rate, there shall be no reduction in wages, and if employees are temporarily transferred to a job in another district or area that pays a higher hourly rate, the employees shall receive the higher rate while so employed.

During the first five (5) work days of such temporary transfer, the employee shall report to his regular place of employment and shall be paid his/her regular hourly rate for the time spent in traveling. The same rule shall apply in returning to his/her regular place of employment.

An employee covered by this Agreement shall not be required to accept more than three (3) temporary transfers within any calendar year.

The opportunity to take such transfers shall be offered to employees by seniority order in classification, and if no employee accepts the transfers the junior qualified employee shall be required to accept it.

Commencing with the sixth (6th) work day, the employee may, at the discretion of the Company, be required to report to the location of the temporary transfer at the regular starting time. He/she shall receive a travel allowance of four dollars (\$4.00) for the time spent traveling to and from his home.

In addition, in the event an employee uses his/her own vehicle in traveling, he/she shall be reimbursed on a mileage basis, at the rate recognized for travel reimbursement by the Internal Revenue Service.

If overtime occurs on the job to which employees are temporarily transferred, the transferred employee shall be entitled to work overtime.

IV. MINIMUM TIME ALLOWANCE

Employees who report for work on order of the Company, either expressed or implied, at the beginning of a regularly scheduled work day, and who are not put to work for any reason shall receive a minimum of three (3) hours pay.

Employees who commence work at the beginning of a regular scheduled work day and who are obliged by the Company to stop work during the day for any reason, will be paid one-half (½) of one (1) day's wages if they are forced to stop during the forenoon or a full day's wages will be paid if they are forced to stop during the afternoon.

V. CALL-OUT PAY

Employees called out to perform short time duties shall receive a minimum time allowance of four (4) hours at the applicable premium rate. Forty-five (45) minutes travel time shall be added to the clock-in time in computing the minimum call-out and pay for Bethel and Meter Departments and thirty (30) minutes travel time shall be added to the clock-in time in computing the minimum call-out and pay of Office and Production employees.

VI. INCLEMENT WEATHER

Except in cases of emergency, employees shall not be required to work in weather so inclement as to jeopardize their health or cause extreme discomfort. It is the intent of both parties to work together in applying this rule in a reasonable manner.

VII. WORK BY SUPERVISORS

Except in cases of emergency, the Company agrees that a foreman, superintendent, supervisor or executive in charge shall not perform any work covered by employees in the wage schedule in "Appendix C" which can be performed by the employees under their supervision other than to demonstrate how they desire the work to be done. No leak shall be shut down by a supervisor except in an emergency, in which case he/she shall call Bargaining Unit employees to do the necessary work prior to shutting down the leak.

VIII. CONTRACTING OF WORK

Bargaining Unit work will continue to be performed by members of the Bargaining Unit. Work that was not done or was not done exclusively by bargaining unit employees prior to May 18, 2001 that is assigned to bargaining unit employees at any time on or after May 18, 2001, even if on an exclusive basis for any length of time, shall not become exclusive bargaining unit work. Neither party is waiving any argument under the collective bargaining agreement as to the impact of future technological changes upon work done exclusively by the bargaining unit prior to May 18, 2001; and neither party is waiving any argument as to whether changes in the performance of work that was exclusively done by the bargaining unit prior to May 18, 2001 alters the exclusive nature of that work.

The Company agrees that the following work will not be performed by contractors except as hereinafter set forth:

1. Installation of services on existing or replacement mains, including digging and backfilling.
2. Main line connections (main to main), not including digging and backfilling.
3. Connections between existing water piping in the plants or plant grounds and new construction.
4. All tapping sleeves.
5. Maintenance of existing installations.

Except:

- (a) In cases of emergency when employees covered by this Contract are not available; or
- (b) In cases where excavating or other mechanical equipment not owned by the Company must be hired together with the operator of such equipment.
- (c) Notwithstanding the above, the Company has the right to use contractors to install service lines on dry pipe that is also being installed at the same time by a contractor. This language shall not be interpreted such that contractors would be permitted to install new services on existing mains, replacement mains, or wet pipe. Bargaining Unit "Pipeline Inspectors" will inspect this work.

The Company agrees that no regular employee shall be laid off, or no regular employee who is laid off shall remain off, while work coming under the jurisdiction of this Agreement is being done by outside contractors. For the purposes of this paragraph, a regular employee is one who has one year of continuous service. Provided, however, that this Section shall be inoperative if, in an emergency, the Company makes a bona fide effort to call its employees to work and cannot reach them.

IX. PAYDAYS

Paydays will be uniform in all departments and the pay week will be 12:01 a.m. Monday to midnight Sunday. All departments will be paid every other Friday. If the payday so established falls on a bank holiday, then the employees will be paid the preceding day. Except for employees

who are not utilizing any form of direct deposit as of May 17, 2006, all employees shall be required to have their paychecks deposited directly by the Company, by virtue of wire service, direct wire deposit, or similar process, in an account in a banking institution selected by the employee. As to those employees having paychecks deposited directly, the Company shall only be required to do so if the banking institution to which the deposit is to be made on the employee's account is willing and able to receive funds by such method, and the Company shall only deposit to the employee's account that portion of the employee's pay remaining after all state, federal and local taxes required to be deducted from earnings, and all other deductions agreed to be made by the Company from earnings, either pursuant to this agreement or otherwise are in fact made from said earnings. Such funds to be directly deposited shall be placed into the employee's account by the time that the bank at which the employee maintains the account into which the deposit is to be made opens for business on the pay day in question, except that if said bank is unable to make said deposit at said time as a result of its internal operating procedures or the internal operating procedures of any other bank involved in the wire transmission process, such funds shall be so directly deposited at the earliest possible time thereafter. As to those employees personally receiving paychecks, the Company will endeavor, by use of its best efforts, to have paychecks available to the employees in their respective districts at Company facilities as early as practicable on pay day.

X. TECHNOLOGICAL CHANGES

The Company agrees that it will give the Union as much notice as practical after it has made a decision to make technological changes which will affect the Bargaining Unit. When a department or operation is changed or discontinued by reason of technological change which would result in employees being laid off, the Company shall endeavor to find work for which they are qualified in their own department or in another department.

XI. UNIFORMS

The Company shall provide uniforms for the Distribution, Plant and Meter Department employees and the wearing of the uniform shall be required and may only be worn during working hours, including traveling to and from work.

Five (5) pairs of trousers, five (5) long sleeve shirts and five (5) T-shirts (the T-shirt is the summer uniform shirt) for all employees at Bethel, Meter Shop and Plant. (In lieu of T-shirts the Meter Shop shall receive five (5) short sleeve shirts).

Coveralls shall be furnished to the Meter Distribution Helpers at the Meter Department, Plant Maintenance Men and all employees at Bethel except Shop Clerks, Pipeline Inspectors and Garage Attendants. Aprons shall be furnished to the meter repairmen.

One pair of insulated coveralls will be provided to all maintenance employees in the plants and all outside distribution employees, excluding shop clerks.

All employees will be responsible for the maintenance of his/her own uniforms and unusable articles shall be returned prior to the issuance of replacements. Upon termination of employment for any reason, all uniforms shall be returned to the Company.

XII. PROBATIONARY PERIOD

The probationary period shall be ninety (90) working days. While the Group Insurance Policy regulates coverage thereto, sick leave, holidays and other benefits covered by this Contract shall not be payable during the first 30 working days of the probationary period. During the ninety (90) working days, the Company will have the exclusive right to terminate a probationary employee and such termination will not be subject to the grievance and arbitration procedure.

XIII. FILLING OF TEMPORARY VACANCIES WITHIN A DEPARTMENT

An Availability List will be posted on January 2 and July 1 of each year so employees can sign said Availability List indicating their preference to filling vacancies and employees may be permitted to take their name off the list; however, employees may not sign Availability List again until new list is posted either on January 2 or July 1. All Availability Lists shall remain posted continuously.

A separate Availability List will be posted for each shift in all Departments except the Plants and employees may only sign Availability List applicable to the shift he/she is regularly scheduled on. This Availability List will be separate and independent from the Overtime Availability List.

SECTION 16. VACATIONS

Subject to Paragraph G below, the following vacation schedule shall apply:

- A. Each employee hired prior to May 18, 2001, who within any calendar year will have completed twenty-five (25) years or more of seniority, shall be entitled to six (6) weeks vacation during that calendar year.
- B. Each employee hired prior to May 18, 2001, who within any calendar year will have completed twenty (20) years or more of seniority, shall be entitled to five (5) weeks vacation during that calendar year.
- C. Each employee who within any calendar year will have completed 15 years or more of seniority shall be entitled to four (4) weeks vacation during that calendar year.
- D. Each employee who within any calendar year will have completed eight (8) years or more of seniority shall be entitled to three (3) weeks vacation during that calendar year.

- E. Each employee who within any calendar year will have completed one (1) year or more of seniority shall be entitled to two (2) weeks vacation during that calendar year, except as altered by Sub-section F.
- F. During the first calendar year of employment, the employee will not be entitled to vacation. During the second calendar year of employment, the employee shall be entitled to vacation calculated as follows:

- (1) The employee's full vacation in the second calendar year of employment shall be that percent of two (2) weeks that the number of months or portion of months elapsed from his/her date of hire to the end of his/her first calendar year of employment bears to 12 except that anyone hired after the 15th day of any month shall, for purposes of this Sub-section "F" only, be treated as having been hired on the first day of the following month.
- (2) In order to qualify for a full vacation under sub-paragraph (1) above, an employee must have worked or have been compensated for at least 70 percent of his straight time hours scheduled during his/her first calendar year of employment from the date of his/her hire to the end of the first calendar year of employment.

An employee who works or is compensated for less than forty (40) percent of the straight time hours scheduled during his/her first calendar year of employment from his/her date of hire to the end of his/her first calendar year of employment shall receive no vacation. An employee who works or is compensated for between forty (40) percent and seventy (70) percent of the scheduled straight time hours during his/her first calendar year of employment from his/her date of hire to the end of his/her first calendar year of employment shall receive a pro-rata vacation in accordance with Section "M".

With regard to this sub-section "F" only, the words "scheduled hours" in Section "M" shall mean straight time hours scheduled during the first calendar year of employment from the date of hire to the end of the first calendar year of employment.

If fractional vacation days are involved, they will be dropped in cases of one-half day or less and will be increased to a full day in cases of more than one-half day.

- (3) This clause F. shall be effective as of January 1, 1980.
- G. In all other cases, except as set forth in Clause L in order to qualify for a full vacation, an employee must have worked or have been compensated for at least seventy (70) percent of his/her straight time hours scheduled during the preceding calendar year. An employee who works or is compensated for less than forty (40) percent of the straight time hours scheduled during the preceding calendar year shall receive no vacation. An employee who works or is compensated for between forty (40) percent and seventy (70) percent of the

scheduled straight time hours shall receive a pro rata vacation in accordance with Section "M".

- H. For each full week of vacation to which an employee is entitled, he/she shall be paid an amount equal to his/her normal weekly wages. For vacations of less than one week, an employee shall be paid for each day of said vacation in an amount equal to his/her regular basic hourly rate of pay multiplied by the number of normally scheduled hours.
- I. The Company agrees that the employee's wishes will be considered in setting up the vacation schedule according to seniority; and whenever possible to do so without interfering with the orderly and continuous operation of the Company, employees shall be permitted to take their vacation at the time desired by them.
- J. Employees entitled to vacations of one (1) week or two (2) weeks or more will be permitted to take no more than one or two weeks of vacation, as the case may be, in daily increments. When an employee is scheduled to work some weeks of forty-eight (48) hours, only two (2) such weeks may be included in his vacation for any year, and the vacation pay shall include the sixth (6th) day pay at time and one-half (1½).
- K. The vacation to which an employee is entitled in any calendar year may be taken any time during that year subject to the following conditions:
 - (1) The provisions of sub-paragraph "J" above.
 - (2) The stipulation on that any vacation to which an employee is entitled, in any calendar year will be forfeited if not taken in that year. However, if the failure of the employee to take his/her vacation is the result of specific request of management or because of sick leave preventing the scheduling of all or any part of vacation within the calendar year, up to one week of the unused vacation may be carried over into the first four months of the next calendar year, and any additional unused vacation will be paid for by the company.

If an employee has been required by management to forego all or any part of his/her vacation and substitute periods cannot be arranged before December 31st, he/she shall be paid for each day of vacation so lost an amount equal to eight (8) hours at his/her regular hourly rate. The Company upon request of the employee will pay him/her for the period of his/her vacation in advance.

- L. (1) Upon layoff, termination of service for any reason, commencement of leave of absence for Union Business, commencement of any unpaid leave of absence or commencement of unpaid sick leave, the employee shall be entitled to vacation earned in the year of layoff, termination or commencement of any of said leaves calculated as follows. This entitlement shall be in addition to any vacation earned in the preceding year and not taken as of the time of layoff, termination or commencement of any of said leaves.

- (A) The employee's full vacation earned in the year of layoff, termination or commencement of any of said leaves shall be that percent of a full vacation that the number of months or portion of months elapsed from January 1 of the year of layoff, termination, or commencement of any of said leaves to the date of layoff, termination or commencement of any of said leaves bears to 12, except that anyone laid off, terminated or commencing any of said leaves before the 15th day of any month shall, for the purposes of this subsection, be treated as being laid off, terminated or commencing any of said leaves on the first day of that month.

- (B) In order to qualify for a full vacation under this subsection, an employee must have worked or have been compensated for at least seventy (70) percent of his/her straight time hours scheduled during the year of layoff, termination or commencement of any of said leaves from January 1 of that year to the date of layoff, termination or commencement of any of said leaves. An employee who works or is compensated for less than forty (40) percent of the straight time hours scheduled during the year of layoff, termination or commencement of any of said leaves from January 1 of that year to the date of layoff, termination or commencement of any of said leaves shall receive no vacation. An employee who works or is compensated for between forty (40) percent and seventy (70) percent of the scheduled straight time hours during the year of layoff, termination or commencement of any of said leaves from January 1 of that year to the date of layoff, termination or commencement of any of said leaves shall receive a pro rata vacation in accordance with Section M.

With regard to this sub-section the words "scheduled hours" in Section M shall mean straight time hours scheduled during the year of layoff, termination or commencement of any of said leaves from January 1 of that year to the date of termination, layoff or commencement of any of said leaves. No pro rata vacation shall be paid in the year of recall or return from any of said leaves.

- (2) Upon return to work due to recall from layoff, expiration of leave of absence for Union Business, expiration of unpaid leave of absence, or expiration of unpaid sick leave, an employee shall be entitled to no vacation from the date of said return to work to December 31 of the year of return to work. In the year following the year of his/her return to work, the employee shall be entitled to that percent of a full vacation that the number of months or portion of months elapsed from the date of his/her return to work to December 31 of the year of his/her return to work bears to 12, except that anyone returning to work after the 15th day of any month shall, for the purposes of this sub-section L-2 only, be treated as having returned to work on the first day of the following month. In order to qualify for a full vacation under this subsection L-2, an employee must have worked or have been compensated for at least seventy (70) percent of his/her straight time hours scheduled between the date of his/her return to work and December 31 of the year of his/her return to work.

An employee who works or is compensated for less than forty (40) percent of the straight time scheduled hours between the date of his/her return to work and December 31 of the year of his/her return to work shall receive no vacation. An employee who works or is compensated for between forty (40) percent and seventy (70) percent of the scheduled straight time hours between the date of his/her return to work and December 31 of the year of his/her return to work shall receive pro rata vacation in accordance with Section M. With regard to this sub-section L-2 only, the words "scheduled hours" in Section M shall mean straight time hours scheduled between the date of return to work and December 31 of the year of return to work. If fractional vacation days are involved, they will be dropped in cases of one-half day or less and will be increased to a full day in cases of more than one-half day.

(3) This clause L shall be effective as of May 18, 1980.

M. Pro rata vacation schedule is as follows:

MONTH HIRED*	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
% WORKED**												
10%	0	0	0	0	0	0	0	0	0	0	0	0
20%	0	0	0	0	0	0	0	0	0	0	0	0
30%	0	0	0	0	0	0	0	0	0	0	0	0
40%	2	1	1	1	1	1	1	1	1	0	0	0
49%	4	3	3	3	3	2	2	2	1	1	1	0
60%	8	7	6	6	5	4	4	3	3	2	1	1
70%	10	9	8	8	7	6	5	4	3	3	2	1
80%	10	9	8	8	7	6	5	4	3	3	2	1
90%	10	9	8	8	7	6	5	4	3	3	2	1
100%	10	9	8	8	7	6	5	4	3	3	2	1

*Month hired is rounded up if hired after 50% of the month (ex. April 16th = May, 30 days in the month)

**Percent of the "scheduled hours" worked in hire year, not cumulative hours in the year

EXAMPLE Employee is Hired March 1, 2006

Hired on March 1st
2006:

vacation 2006 - No

days 2007 - 8

[10 days (2 weeks) x 10/12 = 8 1/3 or 8 days vacation (10 days vacation divided by 10/12 (employed 10 months in 2006)]

The percentages would apply if employee missed any ***scheduled straight time***.

N. It is understood that hours worked shall include all hours compensated for by the Company including, but not limited to, paid vacation and fully paid sick leave.

- O. With regard to a retiring employee, he/she shall be entitled in addition to any vacation earned and not yet taken for the immediate previous calendar year, a vacation for the year of retirement equal to the full vacation that would have been permitted to him/her in the year of retirement as if he/she had worked or had been compensated for seventy (70) percent or more of the straight time scheduled hours for the year of retirement notwithstanding actual hours worked or compensated for in the year of retirement.
- P. Employees on a disability leave of absence who have exhausted their sick leave benefits under SECTION 17.-B. of this agreement may elect, at their option, to (1) receive payment for the vacation pay which they have accrued from the prior year but not yet taken, or (2) await scheduling vacation upon returning to work before the end of the calendar year or receive vacation pay if remaining disabled past year end or if insufficient time exists to take such vacation between the return to work and year end for vacation purposes. The payments of unused vacation under option (1) above is limited as follows:
- (a) Only full week increments of vacation pay may be selected and if less than all remaining vacation is selected, the weeks not selected will be treated as provided for in option (2).
 - (b) The payment of this vacation pay does not entitle the employee to any other benefits beyond those otherwise provided to a disabled employee that has exhausted sick leave benefits under SECTION 17.-B. of this agreement. (For example, there will be no holiday pay for the holidays which fall during the time of the payment of this vacation pay, and this vacation pay will not count toward the time worked for establishing the following year's vacation entitlement or toward establishing a new sick leave year.)
 - (c) The election to receive the vacation payments under option (1) can be made only once and can only apply to the period immediately following the exhaustion of sick leave benefits under SECTION 17.-B. of this agreement.
 - (d) It is the employee's responsibility to timely request vacation pay under option (1) and to identify what previously scheduled but unused vacation period the election covers, and if no such request is made at least one week prior to the date on which the employee's sick leave benefits run out, then the employee's remaining vacation pay will be handled under option (2) in accordance with the other terms of this agreement.
 - (e) The Company will continue its practice of transferring retiring employees from any disability benefit roll to vacation pay status sufficiently in advance of their retirement date to exhaust their remaining vacation time prior to their retirement date.

SECTION 17. DISABILITY BENEFITS AND LIFE INSURANCE

A. LEAVES OF ABSENCE FOR SICKNESS OR ACCIDENT DISABILITY

Employees will be granted leaves of absence for sickness or accident disability for the maximum periods shown below:

<u>LENGTH OF SERVICE</u>	<u>MAXIMUM PERIOD OF LEAVE OF ABSENCE</u>
Sixty (60) days but less than one (1) year	Six (6) weeks
One (1) year but less than five (5) years	One (1) year
Five (5) years and over	Two (2) years

Upon receipt of competent medical certification that he/she is physically and mentally able to perform his/her duties without jeopardy to himself/herself and others, an employee who has been disabled by occupational accident or disease incurred in the course of his/her employment by the Company, and who has exceeded the maximum period of leave of absence applicable to his length of service at the date disability commenced, shall be rehired in accordance with his/her accrued seniority at the time such leave of absence terminates.

B. PAYMENTS DURING LEAVES OF ABSENCE FOR SICKNESS OR ACCIDENT DISABILITY

The Disability Year will be from January 1 to December 31 of the calendar year starting with the year 1997.

Paid leave of absence for illness or accident disability during any calendar year will be granted dependent upon years of completed service at January 1 of that year.

Each employee who is disabled and unable to perform his or her regular duties as a consequence of illness or accident shall be paid as follows during such disability:

LENGTH OF SERVICE @ JANUARY 1	MAXIMUM NUMBER OF WEEKS IN ANY CALENDAR YEAR IN WHICH PAYMENTS WILL BE MADE BY THE COMPANY
Less than one (1) year of completed service	One (1) day for each completed three (3) months' of service
One (1) year or more of completed service	One (1) week for each completed year of service with a minimum of two (2) weeks plus one (1) day for each week of sick leave not used in the prior calendar year (to a maximum of thirty (30)

	days). It is not intended that unused sick leave be carried over more than one (1) year.
--	--

Completed year of service means a twelve-month period ending on the day prior to the anniversary date of employment.

One week represents five (5) working days for the purpose of calculating Company-paid sick time.

- (1) The Company may require a suitable statement from the employee's physician certifying to the disability or may elect to have a physician elected by it, examine the employee.
- (2) The employee's completed years of service on January 1 shall be used to determine the maximum number of weeks in which he/she shall be entitled to a paid leave of absence under this SECTION during that calendar year.
- (3) "The Disability Year" shall be a twelve (12)-month period commencing on January 1 of each year of active employment except if a period of disability overlaps January 1 of any year he/she shall continue to draw such pay from the Company until he/she has received the maximum number of weeks of paid leave which he/she would have been entitled to at the beginning of the past "Disability Year." This employee would not be entitled to any further payments until he/she returns to active employment for at least one (1) day nor shall this employee be entitled to further payment for the same or related disability until he/she has returned to active employment for two (2) weeks.
- (4) The Company agrees to permit day-shift employees to take the paid leave of absence for illness or accident disability in hourly increments, up to a maximum of eight hours in any calendar year, for and limited to the purpose of attending a licensed health care provider's medical appointment for the employee if the appointment cannot be scheduled outside of working hours and if the employee provides the Company with reasonable notice of the date and time of the appointment, no later than the end of the next working day after the appointment is scheduled, with the employee required to submit a written statement from the licensed health care provider confirming that the appointment was held and could not be scheduled outside working hours.
- (5) If the employee is entitled to, in any given week, Temporary Total Disability Benefits under the Pennsylvania Workers' Compensation Act, the payment of those benefits and/or sick leave shall be governed by the terms of that certain agreement dated January 13, 2011 between the Company and the Union attached hereto as Appendix "D".

C. INSURANCE AND WELFARE PLAN

The Plans of Group Life Insurance, Accidental Death and Dismemberment Insurance, weekly accident and sickness benefits, hospital, medical and surgical benefits described in the booklet entitled GROUP INSURANCE PLAN, and now in the possession of each employee in the Bargaining Unit, and dated January 1, 1991, as amended, is attached hereto as Appendix "A" and is made a part of this Contract. It is agreed that said plan shall not be subject to renegotiation until August 1, 2010. The Company and the Union agree to be bound by the results of the renegotiation of the Insurance and Welfare Plan to be agreed upon by the American Water Works Company, Inc. or its designee and the Utility Workers Union of America, AFL-CIO, System Local 537.

SECTION 18. PENSION

The Pension Plan described in Appendix "B" will continue in effect and will not be subject to renegotiation until August 1, 2010. The Company and the Union agree to be bound by the results of the renegotiation of the Pension Plan to be agreed upon by the American Water Works Company, Inc. or its designee and the Utility Workers Union of America, AFL-CIO, System Local 537.

SECTION 19. BULLETIN BOARDS

The Union shall have the privilege of using bulletin boards for notices to members. Such notices shall be signed by an officer or grievance committee person of the Union.

SECTION 20. UNION-MANAGEMENT CONFERENCES

There shall be a meeting between the Union Grievance Committee and the Local Manager on the second Thursday of January, April, July and October of each calendar year at 1:00 p.m. for the purpose of discussing such business as shall, in accordance with the terms of this Contract, be proper. On or before the first Wednesday of each such month the System Union President and the Local Manager will each advise the other in writing of such matters as they desire to bring up at the next meeting. However, the agenda of the meeting will not necessarily be limited to matters so presented in writing. Any matters on which mutually satisfactory agreements cannot be reached in such monthly meetings and which are proper matters for the arbitration procedures provided for in Section 3 of this Contract shall proceed from point four of Section 3-(b). These Union-Management Conferences are in addition to the monthly meetings described in Section 3(b)(3) of this Agreement.

SECTION 21. JURISDICTION

The jurisdiction of this Contract shall include the territory within which the Company operates and is represented by System Local No. 537 of the Utility Workers Union of America, A.F.L.-C.I.O.

SECTION 22. DURATION OF CONTRACT

This Contract shall be binding on the parties hereto, their successors and assigns from August 18, 2014 to and including May 17, 2018, and from year to year thereafter unless at least sixty (60) days before May 17, 2018, or any succeeding May 17th, the Company or the Union serves written notice on the other party of its desire to change or terminate the Contract.

SECTION 23. LEAVE OF ABSENCE FOR UNION BUSINESS

An employee shall be granted a leave of absence without pay for the purpose of carrying on Union business provided he/she has either been appointed or elected to a full time executive or administrative position with System Local 537 or the Utility Workers Union of America, AFL-CIO. The leave of absence shall be for the length of the term of office, and shall be automatically renewed upon execution of a new contract for the length of the term of office remaining to be served. Upon application for such leave, the Union shall specify in writing the length of the term of office. Such employee shall retain, but not accumulate seniority during the period of such leave. No more than two employees holding such positions with System Local 537 may be off on such leave at any one time, and no more than one employee from any one department may be off on such leave at any one time. Whenever any employee returns from such leave, he/she shall return to the job he/she left, unless that job has been abolished. Such job shall be deemed abolished if, assuming the employee who is on leave still actually held the job that he held just prior to commencement of the leave, the employee on leave would have to bump another employee to retain his employment with the Company. If that job is abolished during the term of the leave, the employee on leave shall be notified in writing of the job abolition and he/she shall then be given the right to bid or bump into another job, as the case may be, in accordance with the procedures set forth in Section 11 of this contract. Moreover, all conditions set forth in Section 11 relative to bidding or bumping shall be applicable to a bid or bump under this Section, including the requirement that the employee must be capable of performing the duties of the job into which he/she is bumping. He/she shall, upon return from leave, assume the job bid or bumped into. When an employee assumes such a leave, the Company shall fill the job that he/she left as a temporary vacancy, if it determines to fill the job. Said temporary vacancy will be filled from the Job Interest Bid Sheet and the Company shall indicate that the employee on leave shall return to the job so filled upon return from leave. All other vacancies created by the filling of such temporary vacancies shall be filled as permanent vacancies if the Company determines to fill them.

The Company also agrees to allow the Union System President and Vice President time off without pay to attend the following: (a) One (1) third step grievance meeting per month; (b) One (1) meeting per quarter for the purpose of discussing items of mutual interest; (c) arbitration hearings involving any of the Company's districts, including the Pittsburgh Suburban District, Pittsburgh Area. In case of the absence of a plant employee pursuant to this paragraph, the Company shall have the right to reschedule the off days of the relief maintenance person to cover the vacancy to avoid overtime.

Any System Local officer employed in the Pittsburgh Suburban District, Pittsburgh Area, shall be allowed time off without pay to attend six (6) System Local Union Executive Board meetings per calendar year, whether or not the meetings are scheduled during the employee's working hours,

including a reasonable time allowance for travel to or from the meeting when necessary. At least five (5) days notice of the date and time of the meeting shall be given to the Company and the Company may elect not to fill the vacancy thus created. In case of the absence of a plant employee pursuant to this paragraph, the Company shall have the right to reschedule the off days of the relief maintenance person to cover the vacancy to avoid overtime.

The practice of permitting the President, Vice President, Recording Secretary and Secretary-Treasurer of the Pittsburgh Suburban District, Pittsburgh Area, reasonable time off without pay to conduct Union business, including attendance of regular monthly Union meetings, arbitration proceedings and processing of NLRB charges involving the Pittsburgh Suburban District, Pittsburgh Area, shall continue. Not more than four (4) Union members will be permitted time off without pay to attend seminars and conventions.

The parties agree that one individual who is the Union's executive board member employed at the time in Pennsylvania-American Water Company's Mechanicsburg-West Shore District shall be permitted to be absent from his/her employment with Pennsylvania-American Water Company without pay for the purpose of attending system Union executive board meetings, subject to the following conditions:

- a. Such absences shall not occur on more than four days per calendar year.
- b. Such absences shall only be permitted if the employee or the Union provides Pennsylvania-American Water Company with at least two weeks' advance notice of the specific date upon which this leave is sought.
- c. The parties realize that Pennsylvania-American Water Company has or may have a rule or rules regulating the number of employees who may be permitted to be absent from work at any one time for various reasons. It is agreed that such a rule or rules shall not be used to deny the Mechanicsburg system local executive board member or any other bargaining unit employee permission to be absent from work upon the basis that the absence from work covered by this paragraph has caused the number of employees permitted to be absent from work under such rule or rules to be exceeded. However, if the Mechanicsburg system local executive board member seeking to be absent from work pursuant to this paragraph is employed as a plant/production employee (e.g. an employee covered under "Section 2. Wages and Hours Shift Employees" under Exhibit A of the 2000-2005 Mechanicsburg contract), Pennsylvania-American Water Company may, notwithstanding any term of this agreement, deny permission to be absent from work upon the ground that such absence would cause the number of employees permitted to be absent under said rule or rules to be exceeded.
- d. No such executive board meeting shall be more than one day in duration.

The Company agrees to allow the Union System President and Vice President, if employed by Pennsylvania-American Water Company in this Pittsburgh District bargaining unit (or in the Outside Districts contract bargaining unit), time off without pay to attend arbitration hearings involving Pennsylvania-American Water Company's Mechanicsburg district, so long as said officers have requested such unpaid time off at least two weeks in advance of the arbitration hearing date.

The parties agree that the following shall apply to any individual who is a system local Union officer and who is employed by Pennsylvania-American Water Company in this Pittsburgh District bargaining unit (or in the Outside Districts contract bargaining unit):

- a. Such individuals shall, under the limits set forth below, be given unpaid time off from work to attend "final step" grievance meetings in the Mechanicsburg-West Shore District. A "final step" grievance meeting is the meeting step described in the grievance adjustment section of the Mechanicsburg contract immediately preceding the final and binding arbitration step in said grievance adjustment section.
- b. The individual or individuals seeking such unpaid leave shall provide at least two weeks advance notice of the specific date on which this leave is sought.
- c. A "system local Union officer" eligible for this leave includes only the system local Union president, the system local Union vice president, the system local Union recording secretary and the system local Union financial secretary.
- d. The individuals covered by this section, subject to the limits hereinafter stated, shall not be permitted such time off to attend more than four final step grievance meetings per calendar year.
- e. No more than two such individuals may attend any one final step grievance meeting and no more than two such meetings with two such individuals together in attendance shall be held in any calendar year. No more than six such total system local officer absence days shall be permitted in any one calendar year.
- f. In recognition of the fact that the number of Mechanicsburg contract grievances requiring adjustment may, given the dates of filing thereof, require more than four final step grievance meetings in any one calendar year, and in recognition of the fact that the Union may desire to have a system Union officer or officers in attendance at any or all of such final step meetings, Pennsylvania-American Water Company agrees that, if the Union requests a combination of final step grievance meetings for adjustment of grievances, Pennsylvania-American Water Company will agree to such combination, so long as the Union agrees, in writing, that if the requested combination lengthens the time within which such meeting would ordinarily occur, the Union waives any entitlement that it or any affected member may have to be awarded any requested or required relief during the period of the lengthening of time for occurrence of said meeting.
- g. No such final step grievance meeting shall be more than one day in duration.

Absences provided for in the immediately preceding three paragraphs in this Section (regarding Mechanicsburg officers and grievances) shall only be permitted in those cases (1) when the Union executive board meeting, arbitration hearing or Mechanicsburg final step grievance meeting is scheduled on a day when the affected officer is scheduled to work, or, in recognition of the fact that travel may be involved, (2) when it is reasonably necessary for such affected officer to be absent from work to travel to and/or from such meeting or hearing. (For example, a day shift affected officer attending a hearing or meeting on his/her day off shall not have union leave time for any portion of the day before and after the day of the hearing or meeting, however, an affected officer on the evening or night shift, may take off their shift immediately before or after this meeting when such time is necessary and appropriate to travel to or from this hearing or meeting.)

The leave provision provided for in the immediately preceding four paragraphs in this Section (regarding Mechanicsburg officers and grievances) shall cease as to any covered bargaining unit no longer represented by the Union.

SECTION 24. OCCUPATIONAL SAFETY & HEALTH ACT - INSPECTIONS

In the event an Inspector acting under the OSHA Act conducts an inspection of the Company, one Bargaining Unit employee shall be permitted to accompany him/her and the Company agrees to pay such employee for the time spent; it being understood that the obligation to pay the employee shall in no way result in the payment of any premiums or penalties. The Company and the Union agree to comply with all governmental requirements relative to safety in order to protect the safety of its employees.

SECTION 25. TEMPORARY EMPLOYEES

"Temporary employees" shall mean all employees hired by the Company or individuals whose services are contracted through temporary employment agencies or other entities on a temporary basis to either enlarge or maintain the existing workforce as needed, due to seasonal work load increases or temporarily existing projects of limited duration that would not otherwise reasonably justify the hiring of a full time, permanent employee. The Company's right to use temporary employees shall be subject to the following conditions:

- (1) Prior to the use of any temporary employees, the Union will be notified of the temporary individual's name and the job that he/she will be used on, as soon as this information is known to the Company.
- (2) Except in the Meter Shop, temporary employees shall be hired into the lowest classification in the department in which they are to be used, after upgrading the appropriate number of bargaining unit employees, if necessary.
- (3) The number of temporary employee hours in a calendar year will not exceed 10% of the annual hours of Pittsburgh Division bargaining unit employees in the prior year less the annual hours of the Meter Shop, nor will it exceed 20% of said hours in any one department.
- (4) a. For the Meter Shop, (4) four temporary employees can be hired for meter replacements and RF upgrades, each year. Temporary employees hired for meter replacements and/or RF upgrades will be paid \$19.50 per hour through May 17, 2015, and \$21.00 per hour thereafter. The meter replacement work done by temporary employees shall be done on the Noon to 8:30 PM shift, Tuesday through Saturday. Up to (2) two additional temporary employees may be hired to fill in for meter reading vacancies. The temporary employees hired to fill vacancies shall be compensated as set forth in Section 25 (5). Temporary

employees in this section will be used for a period of (36) thirty-six months from the date of this contract or until all meters have been changed to RF meters, whichever is sooner.

b. For the Distribution department, temporary employees may be hired without exception for the sole purpose of painting fire hydrants.

- (5) The Company has the exclusive right to determine who shall be hired as temporary employees. The Company has no obligation to rehire temporary employees for any future periods of employment, whether seasonal or permanent. The rate of pay for temporary employees hired by the Company shall not exceed 70% of the lowest bargaining unit rate.

Temporary employees shall not accrue seniority or be entitled to the following benefits: (a) holiday pay, (b) the right to bid any job, (c) sick leave pay, (d) Personal leave day, or (e) minimum time allowance, (f) seniority rights, or (g) call-out overtime.

Temporary employees shall be required to join the Union and to pay Union dues and assessments as otherwise provided in this contract, and in the Union constitution and by-laws.

The management and direction of temporary employees, including the right to hire, suspend, discharge, re-assigning designated work location, transfer or relieve such employees from duties is vested exclusively in the Company. The Union and its members will cooperate fully in this effort.

Temporary employees shall not be used by the Company so as to cause layoff of bargaining unit members, or to prevent the recall from layoff of bargaining unit members and no temporary employee shall be employed while any bargaining unit employee is on layoff in the Pittsburgh District.

Temporary employees shall be entitled to overtime pay as an extension of their normal work day for a maximum of one hour beyond their normal scheduled quitting time provided they do not physically perform duties beyond their normal quitting time.

SECTION 26. SUCCESSOR

If during the life of this Agreement, the Company should sell, lease, transfer or assign its business to another entity, or merge its business with another entity under circumstances that such new owner and operator of the Company's business or the surviving business is a legal successor to the Company, then it is agreed that the Company shall inform the other entity of the exact terms of this Agreement and the other entity shall assume the terms and conditions of this Agreement for the balance of its remaining term. Nothing in this section shall be construed to eliminate any right that the Union may have under the law independently of this section to require a purchaser, lessee, transferee or assignee to assume the terms and conditions of this Agreement or to deal with the Union as the certified collective bargaining representative of those employees covered by this Agreement.

Signed and delivered in sextuplet the _____ day of _____, 2014

PENNSYLVANIA AMERICAN WATER CO.
PITTSBURGH DIVISION
PITTSBURGH AREA

UTILITY WORKERS UNION OF
AMERICA, AFL-CIO, SYSTEM
LOCAL NO. 537

By /s/ Kathy Pape

By /s/ J. Kevin Booth

J. Kevin Booth, System President

By /s/ Michael Springer

By /s/ Gregory Lanham

Gregory Lanham, System Vice President

By /s/ Deborah Lippert

By /s/ David Rowland

David Rowland, System Recording
Secretary

By /s/ James Sray

By /s/ Darla Opel

Darla L. Opel, System Financial Secretary

By /s/ James Lewis

James Lewis, National Representative

APPENDIX "A"

GROUP INSURANCE PLAN

(Incorporated in this Agreement by reference)

APPENDIX “B”

PENSION PLAN

(Incorporated in this Agreement by reference)

APPENDIX “C”

SECTION 1. WAGES AND HOURS - OUTSIDE COMMERCIAL EMPLOYEES

Regular employees engaged in reading, repairing, testing, removing, and resetting meters, discontinuing services and restoring services to consumers' premises, collecting delinquent accounts and driving automobiles or trucks incidental to their work shall be paid regular hourly rates as follows:

POSITION	REGULAR HOURLY PAY			
	8-18-14	5-18-15	5-18-16	5-18-17
Meter Service Person	\$29.06	\$29.71	\$30.41	\$31.11
Meter Repairperson	28.98	29.63	30.33	31.03
Meter Reader	28.95	29.60	30.30	31.00
Meter Distribution Helper	28.75	29.40	30.10	30.80
Garage Attendant	28.66	29.31	30.01	30.71
Meter Dept Shop Clerk	28.96	29.61	30.31	31.01

In addition to the regular rates of pay, any person occupying a position on the afternoon shift shall receive \$0.20/hour shift differential and on the midnight shift shall receive \$0.35/hour shift differential.

Meter Department employees will receive the Meter Service Person rate when they are assigned to drive a truck.

The normal working week for all employees performing the class of work specified in this Section shall be forty (40) hours. These hours are to consist of five (5) eight-hour days, Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday. The normal daylight shift shall begin at 7:30 AM and shall end at 4:00 PM, with a one-half hour unpaid lunch period.

At no time shall there be more Servicepersons assigned to the 1:30 p.m. to 10:00 p.m. shift than are assigned to the Noon to 8:30 p.m. shift.

Vacation selection for any calendar year shall commence on December 1 of the prior calendar year and vacation selection shall be completed by March 1 of the calendar year for which vacation is being selected.

SECTION 2. WAGES AND HOURS - DISTRIBUTION EMPLOYEES

All employees employed in the Distribution Department shall be paid the following rates:

POSITION	REGULAR HOURLY PAY			
	8-18-14	5-18-15	5-18-16	5-18-17
Auto Mechanic	\$29.41	\$30.06	\$30.76	\$31.46
Backhoe Operator	29.19	29.84	30.54	31.24
Service Crew Driver	29.18	29.83	30.53	31.23
Blacksmith	29.17	29.82	30.52	31.22
Inspector	29.16	29.81	30.51	31.21
Dump Truck Driver	29.09	29.74	30.44	31.14
Compressor Operator	29.08	29.73	30.43	31.13
Utility Person	29.02	29.67	30.37	31.07
Fire Hydrant Inspector	29.02	29.67	30.37	31.07
Shop Clerk	28.96	29.61	30.31	31.01
Utility Person "B" Starting Rate	28.66	29.31	30.01	30.71
Utility Person "B" After Six (6) Months	28.71	29.36	30.06	30.76
Utility Person "B" After Twelve (12) Months	28.75	29.40	30.10	30.80
Utility Person "B" After Eighteen (18) Months	28.80	29.45	30.15	30.85
Utility Person "B" After Twenty-four (24) Months - Utility Person	29.02	29.67	30.37	31.07
Garage Attendant	28.66	29.31	30.01	30.71

Utility Person "B" who has two (2) or more years of service in this classification and who is fully qualified as Utility Person will be classed as Utility Person. They will continue to perform whatever work is required, including that of Utility Person "B".

The Company has advised the Union that to qualify for the Mechanic's job the individual must qualify under State Law and regulations to be an inspector of motor vehicles. In the event that the Auto Mechanic is required to take an examination for recertification on a Saturday, the Company agrees to pay him/her eight (8) hours at his/her applicable straight time rate provided he/she retains his certification.

The normal working week for all employees performing the class of work specified in this section shall be forty (40) hours. These hours to consist of five (5) eight-hour days, Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday. The normal daylight shift shall begin at 7:30 AM and shall end at 4:00 PM, with a one-half hour unpaid lunch period.

The Company agrees that when and if work is available, it will use regular employees covered under this Section up to forty (40) hours per week and will not attempt to reduce the working week below forty (40) hours.

In addition to the regular rate of pay, any person occupying a position on the afternoon shift, shall receive \$0.20/hour shift differential and on the midnight shift shall receive \$0.35/hour shift differential.

Effective January 1, 1984, 17% of the employees at the Bethel Distribution Center will be permitted on vacation for the months of June, July and August. 15% will be permitted off at any one time for the remaining months.

Vacation selection for any calendar year shall commence on December 1 of the prior calendar year and vacation selection shall be completed by March 1 of the calendar year for which vacation is being selected.

All future bidders for the dump truck driver positions will be required at the time of bidding to possess a valid Commercial Driver's License (CDL) and the job description for this position will reflect the same. Existing dump truck drivers are expected to obtain a CDL within two (2) years, but if unable to obtain the CDL, they will be grandfathered. The Company will reimburse employees for the cost difference between a CDL and a standard driver's license. The Company will also provide, during normal working hours, a vehicle, training and the testing necessary to obtain a CDL. No existing dump truck drivers will be eliminated as a result of this Agreement. The Company reserves the contractual right to eliminate Dump Truck Driver positions that become vacant through bidding, retirement, termination, etc. For emergency callout overtime assignments, CDL qualified employees will only be required if a CDL is necessary to complete the work assignment, based upon the equipment needs of the job.

Dedicated Crews

- A. Two (2) dedicated crews will be established to work on service transfers on replacement mains based on the terms and conditions that follow.
- B. Each crew will consist of four (4) bargaining unit employees which will be a Backhoe Operator, Compressor Operator, Utilityperson, and Dump Truck Driver.
- C. The crews' work week will consist of a four (4) ten (10) hour work day schedule, working Monday through Thursday, 7:30 a.m. to 6:00 p.m., with a one-half hour unpaid lunch period. The employees scheduled on these crews will be eligible for overtime pay at 1-1/2 times their regular hourly rates of pay after working in excess of ten (10) hours in any twenty-four (24) hour period commencing with the beginning of the employees regular shift assignment. Employees working the

four/ten (4/10) schedule will be paid one and one-half (1-1/2) times their regular hourly rates of pay for all hours worked on a Friday or a Saturday in any work week. Employees working the four/ten (4/10) schedule will be paid two times (2X) the regular hourly rates of pay for all hours worked on Sunday.

D. Upon ratification, these dedicated crew positions will be posted in accordance with Section 11 – Seniority. Leaks created by a crew or leaks encountered by a crew in the scope of service transfers on replacement mains in which the crew is working will be repaired by that crew.

E. In the event that all service transfers are completed, these crews will be assigned to other duties.

F. Notwithstanding the terms and conditions set forth throughout this CBA, it is agreed that the following terms are specifically related to the Monday through Thursday, 7:30 AM to 6:00 PM shift.

1) With regard to Section 14 (E) (7), “Rest Period”, this provision is applicable to employee’s third off day provided that employee is called out on or before his/her normal scheduled starting time.

2) With regard to Section 14 (H) (II), “Holidays and Personal Leave”, all days are compensated at (10) ten hours.

3) With regard to Section 15, “Other Terms of Employment”, all days are compensated at (10) ten hours.

4) With regard to Section (16), “Vacations”;

a. At the beginning of each calendar year, the vacation an employee is entitled to shall be converted into hours. Said hours are to be used in increments of a full day. Individual day vacations shall remain consistent with Section 16 (J).

b. When transitioning on or off of this shift, actual vacation time, converted to hours, will be used. This may result in a partial day of vacation.

5) With regard to Section 17 (B), one week represents four (4) working days for the purpose of calculating Company-paid sick time. At the beginning of each calendar year, an employee’s entitlement shall be converted into hours. Said hours shall be used consistent with the existing terms and conditions as previously set forth.

6) Temporary vacancies on this shift shall be filled first by moving Monday through Thursday shift employees consistent with Section 14 (H) (3), then by filling from the availability list from the daylight shift.

SECTION 3. WAGES AND HOURS - PRODUCTION EMPLOYEES

Regular employees engaged in the operation and maintenance of the Production facilities shall be paid the following hourly rates:

JOB ROTATING SHIFT EMPLOYEES	REGULAR HOURLY RATE			
	8-18-14	5-18-15	5-18-16	5-18-17
Operator	\$29.48	\$30.13	\$30.83	\$31.53
Assistant Operator/ Maintenance Person	29.09	29.74	30.44	31.14
JOB NON-ROTATING SHIFT EMPLOYEES	REGULAR HOURLY RATE			
	8-18-14	5-18-15	5-18-16	5-18-17
Head Maintenance Person	\$29.48	\$30.13	\$30.83	31.53
Maintenance Person	29.02	29.67	30.37	31.07
Maintenance Relief Person	29.02	29.67	30.37	31.07

It is agreed between the parties hereto that Shift Differential rates are to be paid only to the rotating shift employees; namely Operators, Assistant Operators and Assistant Operators/Maintenance Man.

In addition to the regular rate of pay, all persons occupying positions designated as rotating shift employees above, shall receive the following shift differential: on the afternoon shift - \$0.18/hour and on the midnight shift - \$0.30/hour. Shift differential shall be included in the hourly rate for the purpose of computing overtime.

Except as provided in Section 15, IV, all employees performing the duties of Relief Person in the classes of work covered by this Section shall be paid at the lowest regular hourly rate established by this Contract for the work done.

The average normal work week for all regular employees engaged in the classes of work covered by this Section shall be forty-two (42) hours except the Plant Laborer position which shall be forty (40) hours. Because of the necessity of continuous operation of the pumping stations, filters and softening plants, time and one-half (1½) shall not be paid for hours worked on Saturday and Sunday.

Effective January 1, 1984, the work week will be changed for all Production employees from Friday through Thursday to Sunday through Saturday.

Seventeen percent (17%) of the Production Department employees in each of the two facilities will be permitted on vacation at any time.

Vacation selection for any calendar year shall commence on December 1 of the prior calendar year and vacation selection shall be completed by March 1 of the calendar year for which vacation is being selected.

When a work assignment is not filled through reassignment of employees or other non-overtime methods and the company determines that overtime is to be utilized, then the employees will be scheduled or called for overtime from amongst those in the eligible position(s) based at the facility where the overtime assignment is expected to occur. It is understood that in moving employees to avoid overtime, the Company can assign a Maintenance Relief Person to fill the designated position or assignment.

The Company may assign and reassign any employee in any position to duties/work in any facility/location as it determines. It is understood that, absent temporary assignments presently permitted under the labor agreement or creating or eliminating positions, the Company shall not make Operators become Maintenance People and vice-versa. It is also understood that the Company will not assign an employee to work in another facility/location for bad faith reasons.

Once an individual is awarded the position of Operator or a position that relieves an Operator, he or she must take and pass the appropriate state certification examination within 24 months, and apply for certification within 6 months of achieving the minimum experience requirement for certification, if he or she had not already met the minimum experience requirement upon passing the certification test.

SECTION 4. WAGES AND HOURS - OFFICE AND CLERICAL WORKERS

Employees transferred from one classification to another in the same grade will receive no adjustment in pay.

Employees transferred to a higher grade for fifteen (15) minutes or more during the day, shall be paid at the minimum rate for the higher grade for the total actual number of hours worked in the higher grade or for a minimum of two (2) hours, whichever is higher. If work in a higher grade exceeds a total of two (2) hours a day, the employee shall be paid for the day at the minimum rate for the higher grade.

Job classification titles reflect the employee's principal or highest rated duties but they may be called upon to perform similar or lesser duties without affecting classification or rate of pay.

Employees engaged in office and clerical work shall be graded according to the skills and responsibilities of the classification in which they are employed as follows:

JOB	GRADES AND RATE RANGES				
	STARTING RATE	AFTER 6 MOS. IN GRADE	AFTER 12 MOS. IN GRADE	AFTER 18 MOS. IN GRADE	AFTER 24 MOS. IN GRADE
<u>Grade III</u> Customers' Service Clerk 8/18/14	\$28.18	\$28.30	\$28.39	\$28.50	\$28.58
5/18/15	28.83	28.95	29.04	29.15	29.23
5/18/16	29.53	29.65	29.74	29.85	29.93
5/18/17	30.23	30.35	30.44	30.55	30.63

Periods of leave of absence under Section 11 and sick leave in excess of periods during which all or part of wages are paid by the Company pursuant to Section 17 shall not be counted on service for purposes of the wage progressions in this section.

Vacation selection for any calendar year shall commence on December 1 of the prior calendar year and vacation selection shall be completed by March 1 of the calendar year for which vacation is being selected.

SECTION 5. STARTING RATE OF PAY FOR PERSONS HIRED ON OR AFTER NOVEMBER 20, 1996

All full-time persons hired after June 9, 2014 (including current employees), shall for the first year of active employment be paid four dollars and seventy five cents (\$4.75) per hour less than the regular hourly rate set forth for the position; for the second year of active employment, the employee shall be paid four dollars and seventy five cents (\$4.75) per hour less than the regular hourly rate set forth for the position; for the third year of active employment the employee shall be paid four dollars and twenty five cents (\$4.25) per hour less than the regular hourly rate set forth for the position; for the fourth year of active employment, the employee shall be paid three dollars and seventy five cents (\$3.75) less than the regular hourly rate set forth for the position; for the fifth year, the employee shall be paid three dollars and twenty five cents (\$3.25) per hour less than the regular hourly rate set forth for the position; for the sixth year, the employee shall be paid two dollars and seventy five cents (\$2.75) per hour less than the regular hourly rate set forth for the position; for the seventh and eighth year, the employee shall be paid two dollars and twenty five cents (\$2.25) per hour less than the regular hourly rate set forth for the position; thereafter, the employee shall be paid the regular rate for the position. However, as to any employee in the Company's employ on or before November 19, 1996, no such employee shall be subject to this proviso in case of layoff or other cessation of employment unless the employee is re-employed after having lost seniority under this Agreement. If any employee hired on or after November 20, 1996, suffers layoff or any other cessation of employment and is thereafter re-employed before having lost seniority under this Agreement, such employee shall be subject to this proviso after such re-employment only for such time as, when added to the time such employee spent in active employment with the Company between the date of hire and the date of layoff or other cessation of employment, is required to aggregate the appropriate years of active employment.

SECTION SIX: LICENSE PREMIUMS

The following premiums will apply to Production and Network personnel who meet the requirements listed below:

<u>Positions</u>	<u>Premium</u>
Operator & Assistant Operator/Maintenance Person with license	\$.50/hour
Maintenance Person & Maintenance Relief Person with license	\$.25/hour
All Network positions with license	\$.30/hour

Requirements for Certification Premium:

Production

To receive the premiums stated above, employees in Production must possess the appropriate class and sub-class of license for the plant(s) and processes they are operating or maintaining pursuant to the current DEP Certification requirements. Maintenance Persons and Maintenance Relief Persons receive 50 cents per hour when performing as an Operator or Assistant Operator/Maintenance Person; when not performing as an Operator they will receive 25 cents per hour.

Once an individual is awarded the position of Operator or a position that relieves an Operator, he or she must take and pass the appropriate state certification examination within 24 months, and apply for certification within 6 months of achieving the minimum experience requirement for certification, if he or she had not already met the minimum experience requirement upon passing the certification test.

Network

Network employees who obtained a waterworks operators license prior to 1/1/05, or who have a class "E" Distribution License will receive 30 cents per hour. They will be required to maintain their current license in order to continue to receive the premium.

APPENDIX "D"
WORKERS COMPENSATION AGREEMENT

Pennsylvania American Water Company ("Company") and the Utility Workers Union of America, AFL-CIO, System Local 537 ("Union") agree to the following for all collective bargaining agreements between the Company and the Union that provide sick leave benefits. Attachment 1 to this agreement (i.e., the Workers' Compensation Pay Selection Form) describes the options available to employees and it generally describes the options and amount of sick leave provided under each option. This form shall be revised by the parties in the future to account for tax, legal or benefit changes.

This agreement shall be deemed effective as of September 1, 2009 for all bargaining units of the Company represented by the Union, and this agreement and its attachments shall be added as an appendix to the next renewed or renegotiated collective bargaining agreement between the Company and the Union in each of their bargaining units.

An employee off work as a result of a work related illness or injury will be provided the following choices:

Option 1: not receive sick leave pay (employee would receive only whatever workers' compensation benefits are provided, which may involve a waiting period with no such benefits);

Option 2: receive 2.5 hours of sick leave pay for each regular shift day of work missed due to medical leave (employee would also receive whatever workers' compensation benefits are provided, which may involve a waiting period without such benefits); or

Option 3: receive full sick leave pay for the first five regular shift days of work missed during the first seven calendar days of absence, then receive 2.5 hours of sick leave pay for each regular shift day of work missed following the first seven calendar days of absence.

An employee who does not timely make a choice of options will receive option 3. An option once selected cannot be changed for each period of absence (a return to work for less than a week shall not be a break in the period of absence) unless there is a unanticipated significant worsening in the employee's medical condition that notably extends his/her time off work. In the event the Company issues full sick leave pay to an employee for an absence without knowing or crediting at the start of the absence that it was covered by workers' compensation lost wage benefits, but the employee later receives workers' compensation lost wage benefits for that time period, then that employee shall promptly (within a week absent very compelling circumstances) sign/endorse over the workers' compensation lost wage check(s) to the Company (or promptly provide a bank cashier's check to the Company for the amount of the worker's compensation lost wage payment involved), on the basis that such an employee has received an excess payment of sick leave pay beyond the benefits provided under any of the above options. Such an employee's accrued sick leave shall be adjusted as if he/she had elected option 3. Failure of such an employee to make this payment back to the Company within two weeks following one reminder notice shall be just cause for that employee's discharge.

If an employee returns to work, and thereafter experiences partial absences for therapy or medical treatments, such absences may not be paid as regular time. The employee will be provided one of the following choices:

Option a: time will be coded as non-pay for the missed work hours;

Option b: time will be coded as WC no-pay, if the employee wants to be paid by the workers compensation insurer after accumulating 40 or more hours of sick time off due to a recent documented work injury; or

Option c: time will be coded as WC sick: hours of sick time deducted equal to those off work.

An employee who does not make a timely choice of options will receive option c. An option once selected may not be changed for each course of therapy or medical treatment. The employee will be granted either the first or last half hour of the normal work shift (not both) at regular pay to attend treatment or therapy, provided the employee provides documentation of the appointment time (for recurring appointments, this documentation need only be provided one time). The employee will make every effort to schedule therapy/medical visits before or after the normal work shift. Conflicts must be reported immediately to the supervisor and the local risk manager.

TABLE OF CONTENTS

SECTION 1.	RECOGNITION AND REPRESENTATION.....	2
SECTION 2.	NO STRIKE OR LOCKOUT	2
SECTION 3.	ADJUSTMENT PROCEDURES	3
SECTION 4.	DEDUCTION OF DUES.....	4
SECTION 5.	UNION SECURITY	5
SECTION 6.	NO DISCRIMINATION	5
	EQUAL EMPLOYMENT OPPORTUNITY - STATEMENT OF POLICY.....	5
SECTION 7.	SELECTION OF EMPLOYEES BY THE COMPANY.....	5
SECTION 8.	OBSERVANCE OF COMPANY RULES	6
SECTION 9.	UNION BUSINESS.....	6
SECTION 10.	NO SUBTERFUGE.....	7
SECTION 11.	SENIORITY	7
(1)	Pittsburgh Area Seniority.....	7
(2)	Departmental Seniority	7
SECTION 12.	SERVICE IN THE ARMED FORCES	11
SECTION 13.	WAGES AND HOURS	12
SECTION 14.	PREMIUM PAY	12
I.	OVERTIME.....	12
D.	SHARING OF OVERTIME.....	14
E.	EXTENDED OVERTIME.....	14
F.	OVERTIME - GENERAL.....	16
G.	SCHEDULED OVERTIME.....	16
H.	FLEXIBLE WORK WEEK AND FILLING OF VACANCIES ON ALL SHIFTS	16
II.	HOLIDAYS AND PERSONAL LEAVE DAY	17
SECTION 15.	OTHER TERMS OF EMPLOYMENT	19
I.	JURY DUTY, WITNESS DUTY AND DEATH IN FAMILY	19
II.	TEMPORARY TRANSFERS WITHIN THE PITTSBURGH AREA	20
III.	TEMPORARY TRANSFERS BETWEEN DISTRICTS AND AREAS	21
IV.	MINIMUM TIME ALLOWANCE	22
V.	CALL-OUT PAY.....	22
VI.	INCLEMENT WEATHER.....	22
VII.	WORK BY SUPERVISORS	22
VIII.	CONTRACTING OF WORK.....	22
IX.	PAYDAYS.....	23
X.	TECHNOLOGICAL CHANGES	24
XI.	UNIFORMS.....	24
XII.	PROBATIONARY PERIOD.....	25
XIII.	FILLING OF TEMPORARY VACANCIES WITHIN A DEPARTMENT	25
SECTION 16.	VACATIONS	25
SECTION 17.	DISABILITY BENEFITS AND LIFE INSURANCE	31
A.	LEAVES OF ABSENCE FOR SICKNESS OR ACCIDENT DISABILITY	31
B.	PAYMENTS DURING LEAVES OF ABSENCE FOR SICKNESS OR ACCIDENT DISABILITY	31

C. INSURANCE AND WELFARE PLAN.....	33
SECTION 18. PENSION.....	33
SECTION 19. BULLETIN BOARDS.....	33
SECTION 20. UNION-MANAGEMENT CONFERENCES.....	33
SECTION 21. JURISDICTION	33
SECTION 22. DURATION OF CONTRACT	34
SECTION 23. LEAVE OF ABSENCE FOR UNION BUSINESS	34
SECTION 24. OCCUPATIONAL SAFETY & HEALTH ACT - INSPECTIONS	37
SECTION 25. TEMPORARY EMPLOYEES	37
SECTION 26. SUCCESSOR.....	38
APPENDIX "A"	1
GROUP INSURANCE PLAN.....	1
APPENDIX "B"	1
PENSION PLAN	1
APPENDIX "C"	1
SECTION 1. WAGES AND HOURS - OUTSIDE COMMERCIAL EMPLOYEES.....	1
SECTION 2. WAGES AND HOURS - DISTRIBUTION EMPLOYEES	2
Dedicated Crews	3
SECTION 3. WAGES AND HOURS - PRODUCTION EMPLOYEES	5
SECTION 4. WAGES AND HOURS - OFFICE AND CLERICAL WORKERS	6
SECTION 5. STARTING RATE OF PAY FOR PERSONS HIRED ON OR AFTER NOVEMBER 20, 1996.....	7
SECTION SIX: LICENSE PREMIUMS.....	1
APPENDIX "D"	1
WORKERS COMPENSATION AGREEMENT.....	1