

COLLECTIVE BARGAINING AGREEMENT

January 1, 2013

THROUGH

December 31, 2016

between

THE WESTERN ALLEGHENY COUNTY MUNICIPAL AUTHORITY

and

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

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PREAMBLE

THIS AGREEMENT is effective this 1st day of January, 2013, by and between the WESTERN ALLEGHENY COUNTY MUNICIPAL AUTHORITY (called "Authority" below) and its successors and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 537 (called "Union" below).

ARTICLE I

RECOGNITION

The Authority hereby recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit.

ARTICLE II

FAIR PRACTICES

Neither the Authority nor the Union shall discriminate against any member of the bargaining unit on the basis of race, creed, color, sex, religion, age, national origin, or membership or non membership in the Union.

ARTICLE III

GRIEVANCE PROCEDURE

It is the policy of the Authority and Union to encourage a harmonious and cooperative relationship and to resolve Employee grievances in accordance with fair and orderly procedures. A grievance is defined as any complaint or dispute which involves the interpretation of, compliance with alleged violation or application of this agreement. It is understood that either

party may make reference to past practice during the grievance procedure; however, grievances may not be filed based solely upon past practices.

Section 1: An Employee is entitled to select the Union or its accredited representative to represent him during all steps of the grievance procedure, which is as follows:

FIRST STEP — W.A.C.M.A. MANAGER

An Employee with a grievance shall submit his or her dispute or complaint on a grievance form, which shall contain sufficient information such that a reader can understand the nature of the complaint, the time, place, and date of the action which is alleged to have given rise to the grievance, and the section(s) of the bargaining agreement alleged violated, to the Authority Manager within ten (10) work days of its occurrence or knowledge thereof. The Manager and the Union will attempt to resolve the grievance to the mutual satisfaction of the Employee and the management within ten (10) work days of its submission. If after ten (10) days of submission of the grievance, it is still unsettled or if no written response from the Authority Manager has been received, the grievance shall be considered denied and may be appealed to the next step.

SECOND STEP — PERSONNEL COMMITTEE

If the Employee is not satisfied with the disposition of his grievance at the First Step, the Employee may appeal the grievance to the Second Step within ten (10) days of receiving a decision at the First Step or if no decision has been received, not less than fifteen (15) days after the grievance was heard at the First Step, to the Authority's Personnel Committee, The Personnel Committee and the Union will attempt to resolve the grievance within ten (10) work days of its submission. If after ten (10) days of submission of the grievance, it is still unsettled or no written

response from the Personnel Committee has been received, the grievance shall be considered denied and may be appealed to the next step.

STEP THREE – ARBITRATION

If the grievance is still unsettled, either party may appeal the grievance, by written notice to the other, to arbitration within ten (10) days of receiving a decision at the Second Step or if no decision has been received, not more than fifteen (15) days after the grievance was initially submitted to the Second Step. Upon receipt of a notice of requesting arbitration, the parties shall request from the Department of Labor and Industry Bureau of Mediation a panel of seven (7) arbitrators. Each party shall alternate the first strike from these lists or panels of arbitrators. The person remaining shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties.

If the Union demands arbitration and no written determination was made at Steps 1 or 2, the Authority shall provide, within ten (10) days of the Union's demand for arbitration, a written statement setting forth its basis for denying the grievance.

The cost of the arbitration panel and the fees of the arbitrator shall be equally shared by the parties.

Section 2: A grievance may be withdrawn by the Union or the aggrieved Employee at any time and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

Section 3: The time limits set forth in this grievance procedure shall, unless extended by mutual written agreement of the Authority and the Union, be binding and any grievance not timely presented shall be considered untimely.

Section 4: With the approval of the Authority or its designee, the accredited representatives of the Union shall be permitted to enter the Authority premises during working hours, with the provision that at no such time shall such visitation rights interfere with the work requirements of any Employee or normal operations of the Authority.

ARTICLE IV

SUSPENSION, DISCHARGE AND DISCIPLINE

1. The Employer has the right to discharge or suspend any employee for just cause.
2. The Employer agrees that it will notify the employee and the Union in writing within two (2) days after any suspension or discharge of any employee and the reasons therefore, If there is any question or dispute regarding any suspension or discharge, the grieving employee must file a written grievance regarding same within ten (10) days from the date of such suspension or discharge and a copy of such grievance must be given to the Employer. This grievance shall then be handed in accordance with the grievance procedure set forth in this Agreement, starting with Level Two.
3. The Union will be sent a copy of any reprimand or disciplinary action within three (3) work days of the action.
4. Discipline for minor offenses will not be considered for purposes of further progressive discipline if the employee has gone twelve (12) months without discipline.

ARTICLE V

MANAGEMENT RIGHTS

Except as specifically limited by this agreement, the Company retains and shall continue to have the sole and exclusive right to manage the facilities, operations and work force covered

by this agreement. The Company shall continue to retain the supervision, direction and control of its property and operations; the right to determine how many employees it will employ or retain in various capacities and the size and composition of the work force; the right to hire, promote, demote, transfer, layoff and recall employees; the right to assign work as determined by the Company; the right to establish and amend reasonable rules pertaining to the operation of the facilities and the conduct of employees; the right to discipline, suspend or discharge employees for just cause; the right to schedule operations, shifts and hours of work, and the right to decide work processes and the type and quality of service and the method of distributing all products and services.

It is the intention of the parties that this section shall not alter or supersede other provisions of this contract specifically covering any matter. The above-listed management rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights which are reserved to management. It is also the intention of the parties that nothing herein contained shall serve to deny, or constitute a waiver of the right of the company to exercise other normal functions of management not enumerated herein.

ARTICLE VI

CONTINUED OPERATION

During the term of this Agreement, neither the Union nor any member either individually, or as part of any concerted action, shall engage in a strike, slowdown, sick-out, or other similar activity.

During the term of this Agreement, the Authority shall not conduct or cause to conduct a lockout.

ARTICLE VII

SENIORITY

1. **Probationary Employees**

Newly hired employees shall serve a probationary period of ninety (90) days of work. During this period probationary employees shall receive no fringe benefits, and may be discharged without recourse to arbitration during this period.

2. With the exception of seasonal or temporary employees, when a person, who is hired on a regular full-time basis, completes ninety (90) days of work, such employee shall be placed upon the permanent full-time roster. The ninety (90) days of work must be completed within a 6-month span.

3. All non-probationary employees shall be placed upon the full-time, regular roster.

4. Probationary employees shall have no seniority until completion of their probationary period at which time seniority will revert to their most recent date of hire (first day worked).

5. In the event of a promotion, demotion, reduction in force, or transfer, continuous service principles shall govern provided the employees possess the qualifications to perform the work.

6. For purposes of recall from layoffs, recall shall be by separate seniority rosters within either the field employees or secretary/clerical rosters.

7. Continuous service is broken upon the following occurrences:

a. quit or discharge;

b.	<u>If Accrued Seniority is:</u>	<u>Seniority shall be lost after layoff exceeding:</u>
	Less than Six Months	One month
	Six Months but less than one year	Three Months
	One year but less than two years	Six Months
	Two years but less than five years	One Year
	Five Years but less than eight years	Three Years

c. failure to return from layoff within five (5) days after being requested to return to work. The request shall be made by certified mail or other proof of proper mailing.

d. acceptance of other full-time employment while on authorized leave.

ARTICLE VIII

SCHEDULING AND OVERTIME

1. It is understood and agreed that the normal working week for employees shall be forty (40) hours from Monday through Friday. The Authority may schedule distribution/field employees eight (8), nine (9), or ten (10) hour days with the objective of scheduling forty (40) hour work weeks. The Authority will provide seventy-two (72) hours prior notice to the shop steward of any change in the number of hours scheduled for work days.

The normal working week for office clerical unit employees is from Monday through Friday. The hours of work shall be from 8:00 a.m. until 4:30 p.m. Office clerical employees shall receive a one (1) hour lunch period. One-half (1/2) hour of the lunch period shall be compensable. Office clerical employees shall stagger their lunch periods so that there is always an employee on duty at all times.

2. Employees who are authorized and required to work in excess of the scheduled number of hours for any day, eight (8), nine (9), or ten (10) hour scheduled days, shall be

compensated at the rate of one and one-half (1 1/2) times the regular straight time rate for such work

3. Employees who are authorized and required to work on a holiday or scheduled vacation day shall receive two and one-half (2 1/2) times the regular straight time rate for such day.

4. Employees who are authorized and required to work on Saturday or Sunday shall be compensated at the rate of one and one-half (1 1/2) times the regular straight time rate for the first eight (8) hours worked. Employees who are authorized and required to work in excess of eight (8) hours on Saturday or Sunday shall be compensated at the rate of two (2) times the regular straight time rate.

5. There shall be no pyramiding of any overtime and/or scheduling provision.

6. Employees who are authorized and required to report for work at other than regularly scheduled work periods shall be compensated a minimum of three (3) hours pay at one and one-half (1 1/2) times the regular straight time rate.

7. Employees shall not be required to take compensatory time in lieu of overtime compensation.

8. All hourly employees, including those in the office, must punch a time clock, in and out at any time they leave the building other than for Authority business.

9. The Manager shall not be permitted to perform any unit work, except in cases of emergencies to protect life or property, to permit completion of a project within a deadline (the intent is that this will not last for an extended period of time) provided by other governmental entities or when a regular employee is not available as a result of being off sick or on vacation. If the Manager is needed to assist in the work he/she may not displace anyone from their current

position. The primary purpose of the Manager is to supervise, however, the Manager may perform work to the extent that he/she is instructing and/or training the bargaining unit employee(s) in the way said job is to be done.

10. Weekend work will be rotated evenly among the employees in the Crew Leader and Utility Worker Classification. An employee shall have the right to pass up his weekend if he finds another employee to cover for him. The employee must notify the Authority Manager of such a change in coverage.

11. The Authority agrees that the following work will not be performed by outside contractors except as hereinafter set forth;

- a. Installation of services on existing mains, including digging and backfilling.
- b. Installation of services on new mains, including digging and backfilling.
- c. Fire hydrant installations on existing mains, including digging and backfilling.
- d. Maintenance of existing installations.
- e. Installation of replacement mains except when the Authority believes in good faith that the, work should be contracted as a result of potential disruption to normal authority operations and upon the Authority providing fourteen (14) days prior notice to the Union of its intention to subcontract certain work. If an authorized Union representative and the Authority agree that this work may be subcontracted, the parties will agree to the subcontracting in a written memorandum. If the Union and the Authority do not agree that the work should be subcontracted, the parties will immediately request the appointment of a mediator from the Department of Labor and Industry Bureau of Mediation with mediation to be scheduled no later

than twenty (20) days after a request for a mediator or within such reasonable times as the needs of the upcoming project require.

EXCEPT:

- a. In cases of emergency when employees covered by this contract are not available;
- b. In cases where excavating or other mechanical equipment not owned by the Authority must be hired together with the operator of such equipment; or
- c. If the Authority's employees do not have the necessary knowledge or experience to perform the work.

12. If there is a need for temporary employees due to seasonal or limited duration jobs, the Authority may use temporary employees as follows:

- a. All Temporary employees will come in as a Utility Man Helper.
- b. All temporary employees will 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.
- c. The Authority will notify the Union in advance of using a temporary employee for seasonal and/or limited duration work, however said employee will not be used longer than 120 days within a one year period commencing with their hire date.
- d. The wage for all temporary employees shall be the same as that for new starting employees, and they will have no other benefits within this contract.
- e. The above is contingent upon having no regular full time employee on layoff.

13. In the event that the entire crew is not needed on a job, even in an overtime situation, the crew leader or manager will decide which employees will work on that job based on seniority and qualifications.

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

ARTICLE IX

BULLETIN BOARDS

The Union shall have the privilege of using designated bulletin boards for the purpose of informing employees of Union meetings, functions, affairs and elections, These bulletin boards shall be placed as close as practicable to the time clock.

ARTICLE X

COMPENSATION

1. Employee Classifications/Wages

Wages shall be increased by the following:

January 1, 2013 - 2.5%

January 1, 2014 - 2.5%

January 1, 2015 - 2.5%

January 1, 2016 -2.5%

a. Distribution/Field Classifications

	1/1/ 2013	1/1/ 2014	1/1/ 2015	1/1/2016
Crew Leader	\$ 24.59	\$ 25.20	\$ 25.83	26.48
Utility Man	\$ 21.04	\$ 21.57	\$ 22.11	22.66
Utility Man Helper	\$ 18.94	\$ 19.42	\$ 19.90	20.40

b. Secretarial Classifications

	1/1/ 2013	1/1/ 2014	1/1/ 2015	1/1/2016
Secretary	\$ 19.24	\$ 19.72	\$ 20.21	20.72
*Secretary B	\$ 19.24	\$ 19.72	\$ 20.21	20.72

Any employee authorized and required to work eight (8) consecutive hours shall be paid six (\$6.00) Dollars as compensation for the loss of their lunch period.

Longevity pay shall be 0.02¢ per hour, per year of service, added to the base hourly rate.

2. New Hire Rates

The starting rate for new employees shall be 80% of the wage rate for either a Utility Man or Secretary, depending upon the employee classification. Newly hired distribution/field employees shall be classified as a Utility Man Helper and shall move to the Utility Man classification once he/she receives a Class E Distribution License and achieves four years of experience in the Authority's distribution system.

After serving a ninety (90) day probationary period, a newly hired employee shall, at the beginning of said employment, receive eighty (80%) percent of the wage provided herein for the classification which said employee is working. Every twelve (12) months from the date of hire, said employee shall receive a five (5%) percent increase in the hourly wage rate paid so that at the end of four (4) years from the date of hire, said employee shall receive the regular rate for the applicable utility man or secretary classification in effect at the time.

In the event a new hire is reasonably deemed to have sufficient skill and experience, he/she may receive a starting wage up to 90% of the current utility man or secretary rate with pro rata annual wage increases over a four (4) year period so that the new hire may, if

qualified pursuant to section 3 below, achieve the current utility man or secretary classification wage rate in effect at the end of the four year period.

3. In order to become a utility man and make the current utility man rate, the employee must have trench shoring training, DOT flagging school training and a Commercial Driver's License (CDL) in addition to the current criteria. The training for the above will be provided by the Authority as per this collective bargaining agreement.

4. The Authority agrees to pay for any successfully completed training, schooling, testing, retesting and continuing education classes, which an employee incurs in the process of earning and maintaining a Class E Water Distribution Certification and in obtaining trench shoring training, DOT flagging school training and obtaining a CDL. The Authority also agrees to pay for said certification and annual fees to maintain such certification. The Authority, in cooperation with the Union, will schedule bargaining unit members in order to attend classes (including continuing education classes) or to sit for examinations. The Authority shall also pay to the employee the difference in costs the employee incurs to the Pennsylvania Department of Transportation between a regular driver's license and a Commercial Driver's License.

ARTICLE XI

HEALTH AND WELFARE PROGRAMS

1. Life Insurance

The Authority shall provide Twenty-Five Thousand (\$ 25,000.00) Dollars of life insurance coverage for each full-time employee until retirement.

2. Disability Insurance

The Authority shall provide sickness and accident disability coverage for each full-time employee which shall provide 66.7% of salary, according to Pennsylvania law, or a maximum of Five Hundred (\$500.00) Dollars per week, not to exceed twenty-six (26) weeks; the benefits provided by this insurance to become effective on the eighth day of an absence due to an accident and on the eighth calendar day of an absence due to illness. It is understood that an employee cannot collect sick pay and disability pay at the same time.

3. Health Insurance

a. The Authority shall provide health insurance benefits in the form of the current Highmark Premium PPO Blue \$10 insurance coverage.

b. The parties agree that the Authority will provide the premium for the low option dental plan and the employees will provide the additional premium in order to have the high option dental plan.

c. The employees of the Authority will contribute four (4%) percent of the monthly premium per month in 2013 and five (5%) percent of the monthly premium per month in 2014, 2015 and 2016 for a health care premium share. The Authority and the Union agree to review health care providers on a yearly basis and will switch to a comparable plan with mutual agreement.

d. Employees shall receive medical insurance coverage the period an employee is receiving Workers Compensation benefits for a minimum of eighteen (18) months. After eighteen (18) months, medical insurance benefits shall be continued on a case by case basis at the discretion of the Authority.

4. Pension Plan

The parties agree upon a pension plan as described below in which plan all full-time employees shall participate:

a. Pension benefits paid at Retirement age of 65 with twenty (20) years service shall be \$ 1,500.00 per month.

b. Service increment of thirty (\$30.00) Dollars per month will be added to the pension benefits for each year of service over twenty (20) years up to a maximum of thirty (30) years of service.

c. Employees shall contribute Fifty (\$.50) Cents per hour to the cost of the pension plan. In addition to the existing pension plan the Authority will now contribute to a 457 Plan starting January 1, 2006 3% of Base gross salary for each year. One year of service is required to be eligible for this benefit.

d. Pension will be vested after five (5) years of service, taking effect at age sixty-five (65).

e. Employees may retire earlier than age sixty-five (65) and receive reduced pension benefits in accordance with the provisions of the pension plan.

f. Spouses of employees who retire under this pension plan shall be eligible to receive reduced pension benefits as provided in the pension plan if the retired employee predeceases their spouse.

g. The Authority will continue to cover an early retired employee with health insurance benefits, providing that the retired employee contributes Fifty (\$50.00) Dollars per month, to be withheld from their retirement pay and applied toward the expense of the coverage. The benefit will be available starting at age Sixty-Two (62) and said benefit will terminate upon employee reaching age Sixty-Five (65).

h. The Authority will provide as a Medicare supplement plan the Freedom Blue PPO Select (PPO) Plan or equivalent for retirees, providing that the retired employee contributes fifty (\$50.00) dollars per month, to be withheld from their retirement pay and applied toward the expense of the coverage. The benefit will be available starting at age sixty-five (65).

ARTICLE XII

SICK LEAVE

1. It shall be understood by both Employer and employee that sick leave is a benefit earned by service and is available when and if needed, and shall not be "right of taking" as vacation. The sick leave program is intended to provide regular full time employees with a continuation of wages when absent due to the employee's illness or accident.

2. Sick Leave Entitlement

a. Employees hired after July 1 shall not be entitled to sick leave in the year in which hired. Employees hired before July 1 shall be entitled to a pro rata paid sick leave in the calendar year in which first employed in accordance with the following schedule.

b. All other full-time permanent employees actively employed who are not probationary, or on layoff or on leave of absence shall receive sick leave eligibility credited from January 1 for that calendar year in the amount of 1/2 day per month providing the other eligibility requirements are met.

3. All sick days shall be applied on a work day basis in accordance with Article XIV.1.c.

4. In order to be eligible for sick leave, the employee must notify supervisor no later than thirty (30) minutes prior to the employee's scheduled starting time.

5. Employees who are on sick leave for more than three (3) consecutive

work days shall be required to submit a doctor's certificate upon returning to work. The Manager may require an employee whose sick leave use shows a pattern of abuse to submit a doctor's certificate after one day's sick leave.

6. Sick leave may be accumulated to a total of sixty (60) days.

7. A new employee will start to earn sick leave after they have become fulltime employees, probation time earns no sick pay.

8. Upon the death of an employee with five (5) or more years of service with the Authority, a sum based on such deceased employees' basic hourly rate for sick leave accumulated will be paid to the designated beneficiary of the employee up to (60) days of sick leave accumulated by the deceased employee prior to death. Retiring employees will be paid for one hundred percent (100%) of their current base hourly rate of unused leave at the time of retirement.

ARTICLE XIII

VACATIONS

1. Vacation time is an earned benefit and Employees shall be entitled to annual vacations as provided in the following schedule:

After 1 Year	1 Week
2 to 3 Years	2 Weeks
4 Years	2 Weeks and 1 Day
5 Years	2 Weeks and 2 Days
6 Years	2 Weeks and 3 Days
7 Years	2 Weeks and 4 Days
8 to 14 Years	3 Weeks
15 to 24 Years	4 Weeks
25 Years	5 Weeks

2. Employees having less than one (1) year of service but more than six (6) continuous months of service shall be entitled to three (3) days of vacation during their first year of service with the Authority.

3. Length of service shall start upon an employee's hire date,

4. Pay for one week's vacation shall be equal to the employee's straight time hourly rate of pay for 40 hours of work. Employees receiving less than one week of vacation time shall be paid a straight time hourly rate of eight hours for each day of vacation,

5. Employees with one year or more of service and who are otherwise entitled to vacation and have been compensated for at least 1300 hours during the previous calendar year shall have earned 100% of their vacation as outlined in (1) above. Vacation hours taken in any previous calendar year shall be included in computing the hours worked in the preceding calendar year. Employees compensated for less than 1300 hours shall be entitled to vacation as follows:

a. Employee works or is compensated for 1.150 hours but less than 1300 hours is entitled to 75%

b. Employee works or is compensated for 1000 hours but less than 1150 hours is entitled to 50%

c. Employee works or is compensated for 800 hours but less than 1000 hours is entitled to 40%

d. Employee works or is compensated for less than 800 hours is entitled to 0%

6. Vacation time must be posted and approved in writing by the Authority's Manager. Employees shall select their vacation week(s) during the period from January 1

through March 31. In the event of any conflicts between employees as to vacation weeks, seniority shall prevail. After March 31, seniority shall not prevail and vacation time shall be approved on a first choice basis. The Authority shall have the absolute right to approve vacations in accordance with manpower requirements, but the Authority, shall, to the extent practical, make all reasonable efforts to accommodate employee's requests for specific vacation times: to the extent the same does not conflict with the Authority operations. The Union agrees that the Authority is never required to agree to have more than one employee on vacation during the same week.

7. Vacation weeks shall begin at the normal starting time on Monday, and shall end at the normal quitting time on Friday. The vacation days may be taken in one (1) day increments and single days may be taken prior to taking a full week or weeks. Employee shall provide seven (7) days prior written request to use a day at a time vacation except in cases of emergency.

8. Employees will be required to take time off for their vacations. Employees who are laid off for more than six (6) consecutive months may request and receive payment for unused vacation time accrued for a calendar year.

9. Any unused vacation time shall lapse as of December 31 of any calendar year, unless the Authority caused the Employee not to take vacation time and/or the Employee was off on paid sick time prior to commencing his vacation. Unused vacation time may be used up through March 31 of the following year if the failure to use the vacation was caused by the Authority and/or the Employee was off on paid sick time prior to commencing his vacation.

10. Employees shall be entitled to 100% of their earned vacation time from the previous, year so long as the Employee does not voluntarily end employment with the Authority prior to working at least through June 30 of the current year.

ARTICLE XIV

**HOLIDAYS, PERSONAL DAYS, BEREAVEMENT LEAVE
FUNERAL LEAVE AND JURY DUTY**

1. Holidays. Employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Good Friday	General Election Day
Primary Election Day	Thanksgiving
Memorial Day	Day After Thanksgiving
Independence Day	Christmas

a. In addition to the above holidays, employees shall be permitted to schedule either the day before Christmas or the day after Christmas as an additional paid holiday.

b. In the event the Authority building is not used as an election day polling site, the General and Primary Election Days holiday will no longer be recognized; however, employees shall receive two (2) additional personal days in lieu of the Election Day holidays.

c. An employee must work or be compensated by the Authority the day before and the day after a holiday in order to get paid for that holiday.

2. Personal Days. Employees shall have three (3) personal days per year. The employee must give one (1) week's notice before taking a personal day and only one (1) employee may take a personal day at a time.

3. Bereavement Leave. Employees shall be entitled to four (4) days paid bereavement leave for the death of a grandparent, parent, spouse, child, sister, brother, mother in law, father in law, brother in law or sister in law. Bereavement leave may only be paid if Employee is actively working and not on layoff.

4. Funeral Leave. Employees are entitled to one (1) day paid funeral leave for attendance at the funeral of an aunt and uncle. Funeral leave may only be paid if Employee is actively working and not on layoff.

5. Jury Duty. Employees who serve on jury duty shall be entitled to compensation equal to the difference between their regular daily rate and the amount received as compensation for such jury duty, Jury duty may only be paid if Employee is actively working and not on layoff.

ARTICLE XV

SAFETY

The Authority and Union agree to carry out safety standards as required under the guidelines established by the Occupational Safety and Health Administration (OSHA).

The Authority and the Bargaining Unit agree to conduct monthly safety meetings.

All field employees shall be required to wear Steel Toed Safety Shoes while on the business premises and in the field. Each January 15th, each employee shall receive a check for \$120.00 for steel toed work shoes. There will be no exceptions; all field employees will wear steel toed shoes at all times, winter and summer. For workers in the Distribution Department to be eligible for the \$100 work shoe payment, an employee must be working as of January 15 of any calendar year. Employees recalled from layoff who have not received a shoe allowance shall receive said shoe allowance provided their return is prior to September 1 of any calendar year. Employees hired after September 1 shall not be eligible for the shoe allowance until the following calendar Year.

ARTICLE XVI

UNIFORMS

The Authority will issue eleven (11) uniforms, two (2) coveralls and one (1) jacket to each employee at the time of hire and provide cleaning for same. Except for cleaning, employees will be responsible for care and maintenance of the clothing provided.

ARTICLE XVII

OBSERVANCE OF COMPANY RULES

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

2. The Union shall have an opportunity to comment upon such rules and regulations and, if necessary, meet with the Authority in that regard. In the event that the Union desires to meet with the Authority, such meeting shall be held within ten (10) working days from the date the Authority 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.

3. The Union reserves the right to grieve the reasonableness and/or the propriety of the rules and/or the penalty; provided such grievance is served upon the Authority within sixty (60) days of the posting of such objected-to policy.

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

5. Any disciplinary action by the Authority or the reasonableness of any rule to which objection is raised by the Union will be subject to the grievance procedure in Article III.

6. No employee will be disciplined for any substantially similar reason for which another employee is not impartially disciplined.

7. 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 by the end of the next business day following the issuance of disciplinary measures to discuss the facts of the case.

8. Letters of reprimand, not involving suspensions, which are in excess of two (2) years old, shall not be used as a basis of discipline in any program of progressive discipline.

ARTICLE XVIII

UNION SECURITY

1. Maintenance of Membership. Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall maintain their membership in the Association as presently defined in Section 301 (18) and 705 of the Public Employee Relations Act, Act 195 of 1970. The payment of dues and assessments while a member shall be the only requisite employment condition.

2. Check-Off of Union Dues. The Authority agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Authority by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made. The employees authorization shall be irrevocable during the term of this Agreement as provided in the maintenance of membership provision above. The Union shall indemnify and hold the Authority harmless against any and all claims, suits, orders or judgment brought or issued against the Authority as a result of any action taken or not taken by the Authority under the provisions of this Article.

3. The Authority agrees to inform all new employees of the Union's position as exclusive bargaining representative and to provide them with a copy of this Agreement.

ARTICLE XIX

SEVERABILITY

Any article, section, provision, sentence or clause of this Agreement held to be illegal, will not be deemed valid, except to the extent permitted by law; however, the remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement.

In the event any article, section, provision, sentence or clause of this Agreement is deemed to be invalid by a Court of competent jurisdiction, and no appeal is taken by either party within the appropriate period, the parties shall re-negotiate the article, section, provision, sentence or clause of the Agreement so deemed to be invalid.

ARTICLE XX

EFFECT OF AGREEMENT

1. The parties mutually agree that the terms or conditions expressly set forth in this Agreement represent the full and complete understanding, agreement and commitment between the parties thereto.

2. All items proposed, whether agreed to or rejected, will not be subject to negotiations until negotiations for a new contract commence in accordance with the provisions of applicable law and items included within the scope of bargaining which were or are not proposed shall likewise not be subject to negotiation until the period specified above.

ARTICLE XXI

SUCCESSORSHIP

This Agreement shall be binding the parties hereto and successors and assigns of each party.

In the event of any sale, transfer or lease of the operations and maintenance of the Western Allegheny County Municipal Authority during the term of this agreement, including the whole or any part thereof, which is under contract with Local 537, such sale, transfer or lease agreement shall be specifically conditioned upon the purchaser, transferee or lessee (collectively "Purchaser") offering any employment opportunities for the work sold, transferred or leased first to those employees in the Bargaining Unit represented by Local 537 who are affected by such sale, transfer or lease. Such sale, transfer or lease agreement shall also be conditioned on the purchaser, transferee or lessee recognizing the Western Allegheny County Municipal Authority seniority of those employees accepting employment with the purchaser, transferee or lessee and conditioned upon the purchaser, transferee or lessee's prior written agreement to honor this agreement for the remainder of its term with reference to the transferred portion of the Western Allegheny County Municipal Authority operations and maintenance. The Union shall be given at least sixty (60) days' notice that such operations are being transferred to a particular party.

Severance Payment Option. Rather than accept an offer of employment by a Purchaser, all employees shall be given, in writing by the Western Allegheny County Municipal Authority, the option to accept, within fourteen (14) days after receiving the written option, the right to receive a severance payment equal to six (6) times the employee's then monthly regular wages together with all unused vacation, personal days and sick days pay. An employee shall only be eligible for the severance payment if he/she is still employed as of the date the Purchaser takes over operation of the Western Allegheny County Municipal Authority. Employees who do not timely make the election for the severance pay shall waive any right to the Severance Payment Option and shall be deemed to have accepted the option of being offered employment by the Purchaser.

ARTICLE XXII

TERM OF THE AGREEMENT

The term of this Agreement shall be January 1, 2013 until December 31, 2016.

WESTERN ALLEGHENY COUNTY
MUNICIPAL AUTHORITY

UTILITY WORKERS UNION OF
AMERICA, SYSTEM LOCAL 537

By: _____

By: _____

J. Kevin Booth, System President

By: _____

Gregory Lanham, System Vice-President

By: _____

David Rowland, System Recording Secretary

By: _____

Carol Wagner, District President

By: _____

James Lewis, National Representative