

AGREEMENT

between

KITTANNING SUBURBAN JOINT WATER AUTHORITY

and

UTILITY WORKERS UNION OF AMERICA, AFL-CIO



January 1, 2008

AGREEMENT

This agreement is made and entered into effective this 1st day of January, 2008 by and between Kittanning Suburban Joint Water Authority, hereinafter referred to as the "Authority", and Utility Workers Union of America, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the material interest of the Employer, Employees and the Union.

ARTICLE I

RECOGNITION

Section 1: The Authority recognizes the Union as the sole and exclusive collective bargaining representative of its employees comprised of all full-time and regular part-time non-professional employees including but not limited to laborers, and plant operator employees; and excluding management level employees, supervisors, clerical employees, first-level supervisors, confidential employees and guards as defined in Act 195 under Case No. PERA-R-95-33-W.

Section 2: The term "employee" when used in this Agreement refers to those employees occupying any one of the classifications included in the bargaining unit referred to in Section 1 of this article, excluding the following:

1. Persons employed in summer or other seasonal periods to perform general maintenance work not normally done by bargaining unit employees.
2. Persons employed for short ascertainable periods to perform non-bargaining unit work

Section 3: A "regular full-time employee" is defined as any employee who is regularly scheduled to work forty (40) hours per week.

A "regular part-time employee" is defined herein as any employee who is regularly scheduled to work at least twenty-five (25) hours per week but less than forty (40) hours per week.

A "part-time employee" is defined herein as an employee regularly scheduled to work less than an average of twenty-five (25) hours per week. Said part-time employees are entitled to a wage only.

A "probationary employee" is defined herein as a newly hired employee who is hired to fill a vacant or newly created position and who has not yet completed the probationary period as specified in this agreement.

Temporary employees are excluded from coverage under this Agreement. A "temporary employee" is defined herein as any person who is hired as a replacement for a regular full-time or regular part-time employee who is on sick leave or other approved leave and who is expected to return to employment or someone who is hired for a specific task or project for a fixed period of time. A temporary employee will work for a period not to exceed six (6) months. An extension of time may be granted if mutually agreed upon by the Authority and the Union.

No regular full-time or regular part-time employee shall be laid off while a temporary employee is working.

ARTICLE II

NO DISCRIMINATION

Section 1: Both the Authority and the Union agree not to discriminate against any Employee because of his/her race, creed, color, national origin, sex, age, handicap or the proper exercise of his/her rights guaranteed by the Pennsylvania Labor Relations Act Number 195.

Section 2: Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural and vice versa, as applicable.

Section 3: Both parties agree that they shall not discriminate against any Employee because of his/her membership in the Union or because of any Employee's lawful activity on behalf of or in support of the Union.

ARTICLE III

MANAGEMENT RIGHTS

Section 1: The Authority has the right to exercise those functions of management accorded to it by law, including the management of the property, the right to decide the methods and equipment to be used in the operation and maintenance of the property, and the direction of the Employees including the right to hire, assign work, discipline for just cause, promote, demote or transfer or release Employees for lack of work or for other proper reasons, except as limited by the terms of this contract, and subject further to the right of the Employees and the Union to file a grievance or grievances pursuant to the terms of this agreement.

ARTICLE IV

UNION SECURITY

Section 1: Any employees who, on the effective date of this Agreement, has joined the Union or who joins the Union in the future must remain a member for the duration of this Agreement with the proviso that any such employee may resign from the Union within a period of fifteen (15) days prior to the expiration date of this Agreement.

Section 2: The Authority agrees to deduct a fair share fee from all compensation paid to all employees in the bargaining unit who are not members of the Union consistent with the provisions of Act No. 15, the Public Employee Fair Share Fee Law.

Authorization from non-members to deduct fair share fees from payroll shall not be required. The amount of the fee to be deducted and the schedule for deducting that amount shall be certified in writing to the Authority by the Union. The aggregate deductions of all non-members shall be remitted, together with an itemized statement, to the Union at the same time that the Authority transmits dues from the employees who are members of the Union.

Section 3: The Union shall indemnify and hold the Authority harmless against any and all claims, suits, orders or judgments brought or issued against the Authority as a result of any action arising out of or resulting from the provisions of this Article.

ARTICLE V

DUES DEDUCTION

Section 1: Upon receipt of a written authorization of payroll deduction of dues by the Employee, the Employer agrees to deduct Union Membership dues levied in accordance with the Union's by-laws from the pay of each employee authorizing said deduction. Said dues shall be deducted from the employees' pay.

After collection of such dues, the Employer shall remit all dues from the deductions of the employee's pay check to System Local 537, U.W.U.A., AFL-CIO.

The Union will initially notify the Employer as to the amount of dues to be deducted. Such notification will be certified to the Employer in writing over the signatures of the authorized officer or officers of the Union. Changes in the Union membership dues rate will similarly be certified to the Employer and shall be done at least one month in advance of the effective date of such change. The Authority shall deduct regular initiation fees, assessments and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by the employee for that purpose and bearing his signature, provided that...

- A. An employee shall have the right to revoke such authorization by giving written notice to the Authority and Utility Workers Union within a period of fifteen (15) days prior to the expiration date of this

contract, and this authorization shall be irrevocable during the term of this Agreement except as modified in the following subsection.

- B. The Authority's obligation to make deductions shall terminate automatically upon timely receipt of revocation by the employee of authorization or upon termination of employment or promotion or transfer to a job classification outside the bargaining unit.

Section 2: The Union shall indemnify and hold the Authority harmless against any and all claims, suits, orders or judgments brought or issued against the Authority as a result of any action arising out of or resulting from the provisions of this Article.

ARTICLE VI

NO STRIKE - NO LOCKOUT

Section 1: It is understood and agreed that there shall be no strike, as that term is defined under the Public Employe Relations Act Number 195 during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2: The Authority reserves the right to immediately discipline any employee who violates the provisions of this Article.

Section 3: The Authority will not engage in any lockout during the life of this Agreement.

ARTICLE VII

UNION BARGAINING COMMITTEE

The Negotiating Committee of the Union will include not more than two employees of the Employer. It may also include two non-employee representatives of the National Union or its representatives. The Union will give to the Employer the names of its Employee-Representatives on the Negotiating Committee.

ARTICLE VIII

GRIEVANCE PROCEDURE

POLICY: 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.

DEFINITION: A grievance is defined as any complaint or dispute which involves the interpretation of, compliance with, alleged violation of, or application of this agreement. It is understood that either party may make reference to past practice during the grievance procedure.

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 - AUTHORITY MANAGER.

An employee with a grievance shall submit in writing said grievance to the Authority Manager within seven (7) work days of its occurrence or knowledge thereof. The Authority Manager shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within seven (7) work days of its presentation. The Authority Manager shall report his decision in writing to the employee. If the employee does not proceed with his grievance to the Second Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved. Failure of the Authority to timely respond within the aforementioned time limits and no extension of time was mutually granted, the grievance shall be considered resolved in favor of the Union.

SECOND STEP - KITTANNING SUBURBAN JOINT WATER PERSONNEL COMMITTEE

If the employee is not satisfied with the disposition of his grievance after receiving a decision from the Authority Manager, he may submit a written appeal to the Personnel Committee within seven (7) work days after receiving a decision at the First Step or not less than seven (7) work days nor more than ten (10) work days after the grievance was presented at the First Step. The Personnel Committee within seven (7) work days after receiving the appeal, shall meet with the employee

in an attempt to resolve the grievance. The Personnel Committee shall give the employee a written decision within seven (7) work days following the meeting. If the employee does not proceed with his grievance to the Third Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved. Failure of the Authority to timely respond within the aforementioned time limits and no extension of time was mutually granted, the grievance shall be considered resolved in favor of the Union.

THIRD STEP - GRIEVANCE MEDIATION

If the employee is not satisfied with the disposition of his grievance at the Second Step, he may appeal to grievance mediation within ten (10) work days after receiving a decision at the Second Step or in not less than twenty-five (25) work days nor more than thirty (30) work days after the grievance was presented at the Second Step. A request for grievance mediation may be initiated by the Union serving upon the Authority a notice in writing of an intent to proceed to arbitration. The notice shall identify the agreement provision in dispute, the issue(s) to be determined and the employee or employees involved. The decision of the Mediator shall be final and binding on both parties. If the Authority has not received notification of a scheduled mediation date within thirty (30) days of being notified

of the intent to proceed to Arbitration, the grievance shall be considered resolved in favor of the Authority.

Section 2: A grievance which affects a substantial number of employees may initially be presented by the Union at Step 2 of the grievance procedure. The Union shall designate one (1) spokesman to act as representative for the group.

Section 3: 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 4: 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 not be considered a grievance under this Agreement and shall not be arbitrable.

Section 5: 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 proviso that at no such time shall such visitation rights interfere with the work requirements of any employee or normal operations of the Authority.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1: The Authority reserves the exclusive right to determine work schedules and to determine the number of employees, if any, to be used during any work shift.

Section 2: The work day shall consist of eight (8) hours within a work day with thirty (30) minute unpaid lunch. The work week shall consist of five daily work periods Monday through Friday. The present times now in effect shall remain for the duration of this agreement.

The present procedure of scheduling employees to plant assignment on Saturdays and Sundays daylight will continue without overtime.

The schedule will be posted in the middle of the month prior to the preceding month the schedule becomes effective. Employees shall be allowed to switch weekends without any overtime to the Authority.

The Authority will schedule only one (1) employee per day to work on Saturdays and Sundays. Said employees will work without being paid overtime for their normal scheduled hours.

Section 3: All employees covered herein shall receive one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in any work week or in excess of eight (8) hours in one day.

Section 4: All employees shall be required to work overtime in event of an emergency that necessitates the working of such overtime and shall receive compensation according to the terms of this Agreement.

Section 5: Except in cases of emergency, when the Authority assigns overtime from the roster of qualified employees within the bargaining unit, assignments shall be rotated in descending order of seniority. Once an Employee is offered overtime, he shall not be offered another overtime assignment until all employees on said list have been afforded the opportunity to work overtime. Any Employee on said list who is not available at the time the overtime work is offered or declines an offer of overtime work shall be credited for the assignment solely for the purposes of the rotation. The Authority Manager or his designee shall be responsible for keeping the overtime roster up to date.

No employee shall be required to work in excess of sixteen (16) continuous hours without thereafter being afforded a rest period of eight (8) continuous hours. The overtime roster will be posted and updated daily.

Section 6: No employee shall be justified or warranted without valid reason to refuse to work overtime on any day when the necessity of working such overtime arises because the job must be completed that day or because of an emergency that reasonably necessitates working of such overtime.

Section 7: The Authority Manager shall be the sole judge of the necessity for overtime.

Section 8: Overtime Meals - When an employee reports for work within two hours after having been released for the day and has not had his regular meal or two hours past normal quitting time, he shall be furnished a meal at Authority expense. When an employee is required to report for work two or more hours immediately preceding his regular starting time or to continue working for two hours after his regular quitting time, he shall be furnished a meal at Authority expense. Additional meals will be furnished each 5 hours if the employee continues. When employees are called out to work after being released for the day or called out on an "off day", employer will provide and pay for meals at intervals of five hours until released from duty. If an employee is required to work away from headquarters (out-of-town), and has not been notified before the end of the previous day or work period, he shall be provided meals, at regular meal times, at Authority expense. When a meal is furnished by the employer, the employee will be allowed paid time in which to eat it. If a meal is not provided by the employer, the employee shall be reimbursed up to a maximum of eight dollars & fifty cents (\$8.50) for meal expense. Receipts shall be required to receive said reimbursement.

Section 9: Employees called to work outside of their regular work schedule shall be guaranteed a minimum of three (3) hours of work at the appropriate pay.

Section 10: Employees shall be required to work overtime in case of an emergency to life or property or when necessary to restore service in compelling circumstances. In all other cases, employees shall be required to work overtime unless the employee has a reasonable excuse to decline to work the overtime. The Authority Manager shall be the sole judge of the necessity for overtime work.

ARTICLE X

WAGES

Section 1: Employees covered herein shall be paid in accordance with Appendix A attached hereto and made a part hereof.

ARTICLE XI

SENIORITY - PROBATIONARY PERIOD

Section 1: Seniority shall be defined as the length of an employee's continuous service with the Authority. Length of continuous service shall be computed from the date of hiring subject; however, to the following provisions:

- A. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:
- (1) Voluntary termination of his employment.
 - (2) Discharge for just cause.
 - (3) When recalled after layoff, upon his failure to return to work within a period of five (5) days after employee has received notification by certified mail to so return; provided, however, if the employee notifies the Authority within the said five (5) day period that he is not immediately available for work, he should be retained on such list for a period of thirty (30) days. The Authority may, at its discretion, grant an extension. The Authority agrees

to notify the Union of any such extensions and the reason(s) for same.

(4) Layoffs in excess of one (1) year.

- B. When an employee whose continuous service has been broken by any of the above causes is again hired, he shall begin as a new employee of the Authority.
- C. New employees shall be regarded as probationary employees for the first six (6) months of their employment and shall not be entitled to seniority during that period. Upon completion of this period of six months , the seniority of such employees, if retained, shall be effective as of the date of their hire. It is further understood and agreed that an employee may be dismissed during his/her probationary period at the sole discretion of the Authority, and said dismissal shall not be subject to the grievance procedure as set forth herein. Further, it is understood that probationary employees are not entitled to any benefits set forth in this Agreement until they have completed sixty (60) days of employment with the Authority.
- D. Absence due to sickness or accident disability or other approved leaves of absence shall not constitute an interruption of continuous service.

Section 2: The names of all new employees shall be furnished to the Union within thirty (30) days of the time the employee is hired.

Section 3: The Authority shall post on applicable bulletin boards a seniority list showing the classification and length of continuous service of each employee covered by this Agreement. A copy of said list will also be furnished to the Union.

ARTICLE XII

LAYOFFS

Section 1: Whenever it is necessary to reduce the working force of the Authority, employees who have not completed their probationary period and part-time employees shall be laid off first.

Section 2: Employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the circumstances which make the layoff necessary.

Section 3: If the experience, skill or ability of two (2) or more employees having the same job classification are equal, layoffs shall be in the inverse order of seniority.

Section 4: In any event, no regular employee shall be laid off from any position while any temporary or seasonal employee or contractor is working which, in the absence of such outside contractor, the regular employees would perform the work.

Section 5: Employees shall be called in the reverse order of layoff.

ARTICLE XIII

PROMOTIONS AND TRANSFERS

Section 1: As far as practical, vacancies shall be filled by the promotion of employees already employed by the Authority who possess the established qualifications for the position. The promotion of an employee shall be in recognition of the employee's demonstrated competence to perform more responsible work and shall be based upon his actual assignment to a position of increased difficulty and responsibility. A promotion shall not take place solely on the basis of seniority or primarily to increase an employee's pay. An employee promoted to another position shall be given a six month trial period. At the end of said trial period, the Authority and the employee have the right to return said employee back to his/her prior position.

Section 2: The Authority may transfer an employee under its jurisdiction from one position to another position in the same class or in a class having the same maximum salary, provided that the employee possesses the necessary qualifications for the position.

Section 3: The Authority may demote an employee for just cause to any position for which he qualifies.

Section 4: Posting of Vacancies. When a vacancy occurs in the bargaining unit, the Authority will post a notice of such vacancy on appropriate bulletin boards in all Authority facilities for a period of ten (10) work days. The Authority may temporarily fill the vacancy pending selection of a successful bidder. The notice shall state which job(s) are open, how many openings exist, what qualifications are required, how the bid is to be made and the time limit for filing of same.

Employees who wish to apply for the vacancy shall, in writing, indicate their qualifications for the job and shall file their bid within the prescribed time limit. Employees must file their bids with the Authority Manager.

Section 5: Filling of Vacancies. When a vacancy occurs in the bargaining unit, the most senior employee who bids on said vacancy will be given preference, provided he possesses the necessary skills and qualifications and proves his ability to perform the functions, duties and responsibilities of the job to the satisfaction of the Authority within ten (10) work days after assuming said position. Employees who fail to qualify within the prescribed ten (10) work day period shall be permitted to return to their former job without loss of seniority.

Section 6: Any employee may exercise his right to bump solely for purposes of filling a vacancy (excluding promotions) within the prescribed time period.

Section 7: Transfers to Supervisory Jobs - In case of promotions within the bargaining unit to Supervisory and ineligible positions, such promoted employee shall carry his seniority for a period of six months (during which time he continues his financial obligation to the Union). During such six (6) months, he may return to his former classification without prejudice or the Authority may return the employee to his former classification without prejudice. However, once having completed six months in the Supervisory or ineligible position, his seniority in the bargaining unit ceases.

Section 8: In determining "ability" for promotions, the Authority may take into consideration, but is not limited to, the employee's work aptitude, previous job training and/or education. In cases of competing bidders, the job may be

awarded to a less senior bidder when the less senior bidder possesses greater skill, bona fide occupational qualifications and abilities.

Section 9: The names of those employees filling permanent vacancies shall be forwarded to the Union within ten (10) days of the filling of said vacancy.

Section 10:The Authority shall pay for any job-related education and/or certification training required for promotional purposes. Payment shall be made upon the employee successfully completing said courses of instruction. No request will be unreasonably denied.

Section 11:The Authority will pay for any licenses or certifications required by the Authority.

ARTICLE XIV

SICK LEAVE

Section 1: Effective January 1, 2007, employees may accumulate up to a maximum of sixty (60) days of sick leave. Sick leave will be granted when an employee is required to be absent from work because of:

- A. Illness of the employee;
- B. Contact with or exposure to a contagious disease rendering the employee's presence hazardous to fellow employees;
- C. Necessary medical or dental attention that cannot be scheduled during non-working hours. Employees shall be required to notify his/her supervisor prior to said appointment and further, the Authority may require proof of said appointment prior to said appointment.

Section 2: Proof of illness in the form of a medical certificate shall be required if, for a reason under paragraphs A, B or C above, an employee is absent for three (3) consecutive work days. Any misrepresentation shall be cause for disciplinary action.

Section 3: Any employee who, in the sole opinion of the Authority, is abusing his sick leave entitlement, shall be required to submit to the Authority a medical certificate for any absence of one (1) day or more or, at the Authority's discretion, send said employee to a doctor so designated by the Authority for an evaluation. The Authority agrees to notify the Union of such employees.

ARTICLE XV

HOLIDAYS

Section 1: The following will be observed as paid holidays for all employees covered in this agreement: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

Section 2: When a holiday falls on a Sunday the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3: All employees who work on any of the holidays specified in Section A will receive one and one-half (1-1/2) times their regular rate of pay plus holiday pay for all hours worked on said holiday which results in the employee being paid two and one-half (2-1/2) times their regular hourly rate of pay for all hours worked on a holiday.

Section 4: Each Employee shall receive his full regular, daily straight time for no work performed on each of the above enumerated holidays. To be eligible for holiday pay, an Employee must work on his last scheduled work day prior to and his next scheduled work day after such holiday.

Section 5: When one of the above enumerated holidays falls on an Employee's scheduled day off, such Employee shall nevertheless be paid for such holiday.

Section 6: When one of the above enumerated holiday(s) occurs during an employee's vacation, he/she shall be entitled to another day off mutually agreed upon by the employee and Authority Manager.

ARTICLE XVI

VACATIONS

Section 1: Paid vacations shall be earned annually based on the following schedule:

After completion of one year	5 days
After completion of 2 years	10 days
After completion of 7 years	15 days
After completion of 20 years	20 days

Section 2: Vacation leave shall be granted at such times as requested by Employees as determined by the Authority Manager and in the best interests of the Authority and the public. The employees shall select their vacation period in order of seniority no later than March 31st. Once vacations are scheduled and

approved, they may not be changed except by mutual agreement between the Authority Manager and the Employee.

Section 3: Employees shall take their vacation in minimum units of one-half (1/2) day, unless agreed to otherwise by Authority Manager and Employee. Effective January 1, 2005, employees shall be permitted to take one week of their vacation in minimum units of one-half day unless agreed to otherwise by the Authority Manager and the employee.

Section 4: Once vacations are scheduled and approved by the employer, they may not be changed except by mutual agreement between the Authority Manager and Employee.

Section 5: Vacation entitlement may be used in conjunction with regularly scheduled days off, provided said days off are approved by management.

ARTICLE XVII

BEREAVEMENT

Section 1: When death occurs in the immediate family, an employee upon request will be excused with pay a maximum of three (3) consecutively scheduled working days which shall conclude on the day of the funeral. The immediate family shall include father, mother, brother, sister, spouse, child, father-in-law, mother-in-law and grandparents.

ARTICLE XVIII

JURY DUTY

Section 1: Employees called for jury duty or subpoenaed to attend court will be granted a leave of absence while attending court. Notification of jury duty attendance must be given to their supervisor in advance. Employees on jury duty or subpoenaed as a witness shall be compensated the difference between their regular rate of pay and the amount received by them for court duty during the time they are serving in such capacity. The employee shall be paid up to a maximum of their regular hourly rate for an eight (8) hour day.

ARTICLE XIX

MILITARY LEAVE

Section 1: The Authority will abide by the Military Leave Act.

ARTICLE XX

DISCIPLINE

Section 1: The sole right to discipline and discharge employees for just cause is retained by the Authority. The Authority will follow principles of progressive discipline with respect to minor offenses; that is, a written warning for first offense, disciplinary layoff for second offense, and discharge for the third offense. If an employee believes he or she has been disciplined without just cause, he or she may file a grievance within seven (7) days of the date of discipline.

Section 2: The Employer agrees, upon discharge or discipline, to notify the Union, in writing, a copy of the letter of discharge or discipline or the notice of discharge or discipline. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Union Committee and the Employer will make available an area where the same may be done. In any event, discharge

and/or disciplinary action must be for just cause which can be tested in the grievance machinery and mediation. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than 2 years previously nor will the Employer discipline for falsification of an employment application after a period of 1 year from date of hire.

ARTICLE XXI

SAFETY AND HEALTH

A Safety Committee of the Union and Employer is hereby established of no more, but less if mutually agreed, than two Union Committeemen and two management representatives; the committee is to meet quarterly during regular business hours, not more than 1 hour, for the purpose of improving safety and to make recommendations.

In the interest of safety, the Employer shall furnish, wherever necessary, safety items and equipment such as protective equipment, safety glasses if needed, hard hats where required, gas masks if needed in the work.

The Safety Committee so composed shall review each industrial and vehicular accident and make a report thereon.

ARTICLE XXII

MISCELLANEOUS

Section 1: Any heading preceding the text of the several Articles contained in this Agreement is inserted solely for convenience of reference and shall not

constitute a part of this Agreement, nor shall the heading affect the meaning, construction or effect of the Article.

Section 2: Work Limitations No supervisor or other employee outside of the bargaining unit shall perform any of the duties regularly and customarily performed by employees covered by this Agreement except when necessary in order to protect life, limb or property, or to instruct or train other employees or in emergencies in order to maintain service.

Section 3: Shift Preference Shift preference will be granted, if any, on the basis of seniority within the establishment or within the Department, as mutually agreed. Mutual time exchanges, between qualified employees, may be made, within the same payroll period, for the convenience of employees, so long as no overtime is engendered thereby.

Section 4: Temporary Assignments When an employee is temporarily assigned to and performs the duties and responsibilities of a job with a higher rate of pay, he shall be paid one dollar and fifty cents (\$1.50) below the prevailing rate of pay of said classification on an hour for hour basis. If the period of temporary assignment is for more than four (4) hours, he shall receive the increase in pay for his entire shift.

If an employee is transferred temporarily to a job which carries a standard rate lower than the wage he is receiving, he shall receive his regular rate of pay.

Section 5: Conflict In case of any conflict between the terms of this Agreement and the Authority's personnel policy, the terms of this Agreement shall prevail.

Section 6: A fifty-five dollar (\$55.00) shoe allowance shall be paid on the employee's anniversary date. Newly hired full-time non-clerical employees shall

receive said shoe allowance upon the successful completion of their probationary period. Any portion of the work shoe allowance not used by an employee in any year may be carried over by him/her to a future year or years until the unused allowance is totally consumed.

Section 7: Personal Days - Regular full-time employees shall be entitled to two (2) personal days per year. Said days shall be non-cumulative. In order to be eligible for said personal days, employees must give three (3) days advanced notice to the manager. The three (3) day advance notice may be waived by the manager if the request is due to an emergency situation. Nor more than one (1) employee may be off at a time for a personal day.

ARTICLE XXIII

INSURANCE

Section 1: The Authority agrees to provide health/hospitalization and major medical coverage comparable to the present hospitalization plan to the full-time employees and their eligible dependents. The Authority will assume the cost of the plan.

Section 2: The Authority will provide a Twenty-Five Thousand dollar (\$25,000) group term life insurance policy covering all full-time employees. The Authority will assume the cost of the insurance premium.

Section 3: The Authority shall pay those employees who waive their rights to hospitalization coverage Two Hundred Dollars (\$200.00) per month for each month that he/she is not covered by the above referenced plan. Said payment will be made in the first pay period of December for the preceding months and pro-rated if the employee was enrolled in the Authority's hospitalization plan a portion of said

year. An employee who waives their hospitalization rights may re-enroll in accordance with the carrier's re-enrollment policy or upon the occurrence of a "qualifying life event" such as marriage, divorce or the like as defined by the insurance carrier.

ARTICLE XXIV

RETIREMENT

The current Pension Plan, which is in effect, shall be modified by the Authority arranging for all regular employees to be provided retirement coverage in the Defined Contribution Plan as presented by the Pennsylvania Municipal Retirement System in the letter dated August 31, 2001, specifically page 2, second paragraph. (Copies attached). The Authority shall arrange for such pension plan coverage to occur as soon as possible, considering any requirements of the Pennsylvania Municipal Retirement System. The current pension plan now in effect shall remain in effect until the effective date of the aforesaid plan described herein and after the effective date of said plan, the vested interest of each employee in the current plan shall remain vested to the account of each such employee. The Authority agrees to provide the Union with a copy of the final plan provided by the Pennsylvania Municipal Retirement System and to meet with the Union relative to any disputes that may arise relative to the proper implementation of this section of this collective bargaining agreement.

ARTICLE XXV

SUCCESSOR CLAUSE

In the event that the Authority sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or personas, the Authority shall notify the

intended purchaser of the existence of this Agreement and shall furnish a copy thereof to the intended purchaser. The Authority shall require as a condition of the purchase (1) that the intended purchaser, before hiring any employees, hire as its employees as many, including all, of the employees of the Authority as are covered by this bargaining agreement at the time of the consummation of the purchase, as the purchaser requires to staff its operation, and (2) if the intended purchaser has already recognized a labor organization as the bargaining representative of its employees, that the intended purchaser, before hiring any additional employees, hire as its employees as many, including all, of the employees of the Authority as are covered by this bargaining agreement at the time of the consummation of the purchase, as the purchaser requires to staff its operation.

ARTICLE XXVI

LEGALITY

Section 1: Both parties hereto specifically agree that it is their intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions. In the event that some aspect of this Agreement shall be found not to comply with applicable statutes, governmental regulations and judicial decisions, the parties shall immediately bargain concerning adjustments in the Agreement designed to make the Agreement comply with the applicable statute, governmental regulations or judicial decision with which it is at odds.

ARTICLE XXVII

SEPARABILITY

Section 1: In the event any of the terms or provisions of this Agreement shall be found invalid or declared unenforceable by reason of any Federal or State statute, or Federal or State directive, rule or regulations, now in effect or hereinafter to become effective, or by reason of the decision of any Federal or State Court, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable. The parties thereupon may, within thirty (30) days, meet to discuss said invalidity or unenforceability.

ARTICLE XXVIII

DURATION

Section 1: Pursuant to the requirements of Act 195 this agreement shall be binding upon the parties hereto, their successors and assigns from January 1, 2008 to and including December 31, 2010 and thereafter from year to year, except that either party may notify the other by certified mail on or before July 1, 2010 of its desire to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers and representatives intending to be legally bound, hereby and hereunder, affix their hands and seals this _____ of _____, 200_____.

SIGNATURES ON NEXT PAGE

KITTANNING SUBURBAN JOINT WATER
AUTHORITY

By _____

By _____

By _____

By _____

ATTEST: _____

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

By _____
Robert Potochny, System
President

By _____
Kevin Booth, System Vice
President

By _____
Eugene Olkosky, System
Recording Secretary

By _____
Darla Opel, System Financial
Secretary

By _____
Thomas Foster, Division
President

By _____
James Lewis, National
Representative

APPENDIX "A"

WAGES

Section 1: Throughout the life of this Agreement, the following wage rates shall apply to all employees covered herein:

CLASSIFICATION	1/1/2008	1/1/ 2009	1/1/ 2010
	7/1/2008		
Working Foreman	1-1-08 17.56	18.72	19.38
	7-1-08 18.09		
Plant Operator	1-1-08 17.04	18.16	18.80
	7-1-08 17.55		
Utility Workers	1-1-08 14.86	15.85	16.40
	7-1-08 15.31		

Any new employee hired shall be compensated as follows:

1. \$1.50 below prevailing rate in his/her first six (6) months of employment.
2. \$1.00 below prevailing rate in his/her second six (6) months of employment.
3. \$.75 cents below prevailing rate in his/her third six (6) months of employment.
4. \$.50 below prevailing rate in his/her fourth six (6) months of employment.
5. The full prevailing wage for his/her classification starting after two (2) years of employment.

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