

**AGREEMENT**

**BETWEEN**

**SAXONBURG AREA AUTHORITY AND SAXONBURG BOROUGH  
HEREINAFTER REFERRED TO AS THE "EMPLOYER"**

**AND**

**THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO  
HEREINAFTER REFERRED TO AS THE "UNION"**

**JANUARY 1, 2008 THRU DECEMBER 31, 2012**

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**ARTICLE I  
PREAMBLE**

**SECTION 1**

This Agreement entered into by the Saxonburg Area Authority and Saxonburg Borough, hereinafter referred to as the Employer or Borough/Authority, and the Utility Workers Union of America, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and of collective bargaining in respect to wages, hours and terms and conditions of employment.

**ARTICLE II  
RECOGNITION**

**SECTION 1**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to wages, hours, and terms and conditions of employment for its employees within the bargaining unit certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-04-168-W, and the Nisi Order of Certification dated June 2, 2004, as follows:

All full-time and regular part-time blue-collar nonprofessional employees including but not limited to the employees employed in the operational departments of the Saxonburg Borough and the Saxonburg Area Authority; and excluding management level employees, supervisors, first-level supervisors, confidential employees and guards as defined by the Act.

A "full-time Employee" is defined as any Employee who is regularly scheduled to work more than thirty-five (35) hours per week. Any regular employee scheduled to work thirty-five (35) hours per week or less is defined as a "regular-part-time employee." Temporary employees shall not work for more than one hundred twenty (120) work days in a calendar year and are not covered by this Agreement.

No full-time employee and no regular part-time employee shall be laid off while a temporary employee is working. However, the Employer may reduce a full-time employee to part-time status.

**ARTICLE III  
MAINTENANCE OF MEMBERSHIP**

**SECTION 1**

Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date, shall maintain membership in the Union, provided that such employee may resign from the Union during the fifteen (15) days prior to the expiration of this Agreement.

**ARTICLE IV  
DEDUCTION OF DUES AND P.A.L.  
ACCOUNT CONTRIBUTIONS**

**SECTION 1 -- Dues, Etc.**

The Employer agrees to deduct the Union membership initiation fee, assessment and once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union at a place to be designated by the first pay of the current month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

**SECTION 2 -- Voluntary Plans**

The Employer agrees to make payroll deductions from the pay of those employees who wish to participate in such voluntary plans as are approved by the Union. The Employer shall remit to the address designated by the Union the aggregated deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon. The Employer and the Union shall agree on such forms, rules, and regulations as may become necessary for the operation of such payroll deduction plans.

**SECTION 3 -- Fair Share**

Effective January 1, 2005, each non-member of the Bargaining Unit represented by the Union shall be required to pay a fair share fee as provided for by Act 84 of 1988. The Employer and the Union agree to comply with all provisions of said law. If any legal action is brought against the Employer as a result of any actions it is requested to perform by the Union pursuant to this Article, the Union agrees to provide for the defense of the Employer at the Union's expense

and through counsel selected by the Union. The Employer agrees to give the Union immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Union in the defense of the case. If the Employer does not fully cooperate with the Union, any obligation of the Union to provide a defense under this Article shall cease.

#### **SECTION 4 -- Indemnification**

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

### **ARTICLE V HOURS OF WORK**

#### **SECTION 1**

##### **A. Regular Hours**

The regular hours of work each day shall be consecutive, unless interrupted by a lunch period. A duty-free unpaid lunch period of one-half (½) hour shall be provided to full-time employees.

##### **B. Work Day**

Eight (8) consecutive hours of work within the 24-hour period shall constitute the regular work day, unless interrupted by a lunch period. Employees are required to report to work and be in proper attire prior to the commencement of the compensable work day. Employees shall be provided with locker room and shower facilities for their use. Clean-up/shower time shall be limited to 15 (fifteen) minutes of compensable work time. Full-time employees shall be scheduled to work forty (40) hours during the workweek. The preceding sentence shall not, however, be construed as a guarantee of work for such employees. No regular part-time employees and no temporary employees shall be employed while a full-time employee is on layoff status; however, a full-time employee may be reduced to part-time status.

##### **C. Work Shift**

Eight (8) consecutive hours of work shall constitute a work shift, unless interrupted by a lunch period. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, subject to the Employer's right to change such times and to the notice requirements to affected employees set forth below.

## workweek

schedules showing the employee posted on department bulletin board may utilize a revised schedule (Alternative negotiations, which generally consists of

- a. Six (6) operations employees will work each workweek, five (5) operations employees Monday through Friday from 7:00 a.m. to 3:30 p.m. The employee out of these six (6) employees, four (4) hours each on Saturday and Sunday, 7:00 a.m. to 3:30 p.m. The employee through Thursday schedule shall have the following: During the winter months (from approximately March 31), one (1) of the five (5) employees on Friday "daylight" schedule may be assigned to work 1:30 p.m., with this assignment also to rotate between the number of employees is less than seven employees working Monday through Friday during no hours may be reduced.
  - b. One (1) operations employee in the General Laborer employment classification will be assigned to work Monday through Friday p.m. to 11:30 p.m. There will be no regular rotation in such a position. The Employer will post any opening for such assignment. In the event no employee voluntarily applies for this position, the Employer may permanently assign the least senior General Laborer to it. The Employer may temporarily assign another employee to this position in the event of absence or vacancy. The wage schedule attached hereto as Schedule 1 already provides for a \$.30/hr differential for the General Laborer assigned to this schedule. Any other employee assigned to this shift shall be provided with the same differential for all hours actually worked on this shift. shall start at 12:01 A.M. Saturday or the closest shift thereto and following Friday at midnight or the closest shift thereto.
- ver deems it necessary to change an employee's work operational needs, the Employer shall first post the

proposed schedule change seven (7) days in advance of the schedule change date. In the event the 7-day notice is not posted, the employee affected shall be paid time and one-half (1-½) his/her regular wage for all hours worked as a result of the schedule change.

2. The advanced notification and time and one-half (1-½) requirements contained in the above subsection will not apply in a situation which requires more than the normal complement of employees on duty at any one time (an emergency) or if the above schedule change was caused by an employee requesting a change in his/her schedule without giving a minimum of seven (7) days prior notice to the Employer.

#### **F. Pagers**

The employee assigned to work Monday through Friday from 3:00 p.m. to 11:30 p.m. shall be required to carry a pager during his or her shift.

The employee working the Saturday through Thursday schedule shall be required to carry a pager/cellular telephone at all times during a week-long, seven consecutive day period (Thursday of the previous week through Thursday) to respond to emergencies. Call outs to respond to such calls by this individual will be paid in accordance with Article XII. During the week assigned, each employee shall also be required to perform routine tasks at the plants work and be paid a minimum of two (2) hours a day on each Saturday and Sunday. If technology is obtained to negate the requirement for such tasks, the requirement to be paid for such time may be eliminated.

Any employee carrying the pager who responds to a page outside of his/her scheduled shift shall be paid for actual time spent and a minimum of one-half (½) hour at overtime rates for each page responded to outside of his/her normal work shift, in addition to any callout that said employee responds to.

## **ARTICLE VI HOLIDAYS**

### **SECTION 1 - HOLIDAYS RECOGNIZED AND OBSERVED**

- A. The following days shall be recognized and observed as paid holidays for full-time employees:
  1. New Years Day
  2. Good Friday
  3. Memorial Day
  4. Independence Day

5. Labor Day
  6. Thanksgiving Day
  7. Day after Thanksgiving
  8. Christmas Day
- B.** Eligible employees shall receive one (1) day's pay of eight (8) hours at the regular hourly rate for each of the holidays listed above on which they perform no work.
- C.** Employees covered by this Agreement shall be paid for all the holidays listed above in Article VI, Section I(A) if it falls in any day of the week.
- D.** In case any holiday falls on Saturday, the Friday immediately preceding will be recognized as the holiday. In case any holiday falls on Sunday, the Monday immediately following will be recognized as the holiday.
- E.** Those employees who work an irregular work schedule (other than a Monday through Friday) shall observe the holiday on the actual day of occurrence. If said Holiday falls on a scheduled day off for those employees, they will be granted one (1) 8-hour day off with pay to use at a later date, subject to the same seven (7) day notice required for vacation days.

## **SECTION 2 - ELIGIBILITY REQUIREMENTS**

- A.** Employees shall be eligible for holiday pay under the following conditions:
1. The employee would have been scheduled to work on such day if it had not been observed as a holiday.
- B.** Employees who have established seniority, but who are on inactive status due to a layoff that commenced during said pay period in which the holiday occurs shall receive pay for such holiday.

## **SECTION 3 - HOLIDAY PAY**

- A.** Eligible employees who perform no work on a holiday shall be paid for eight (8) hours at their current hourly rate of pay.

## **SECTION 4 - HOLIDAY WORK**

- A.** If an employee works on any of the holidays listed above, he shall be paid the following premium rate in addition to his holiday pay:
1. Time and one-half (1½) for all hours worked.

**SECTION 5 - HOLIDAY HOURS FOR OVERTIME PURPOSES**

- A. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked. Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Agreement, an employee working the Saturday through Thursday schedule and having the following Friday off work shall be paid only for an additional eight (8) hours at his or her regular hourly rate of pay and no overtime at a premium rate if one of the above listed holidays shall fall on such scheduled day off.

**ARTICLE VII  
VACATIONS / PAID PERSONAL DAY**

**SECTION 1 - ELIGIBILITY AND ALLOWANCE**

- A. Every full-time employee shall be eligible for paid vacation after completion of one (1) year of continuous service from the anniversary date of hire.
- B. Vacation allowance for current full-time employees (hired on or before 9/1/04) to be taken during the anniversary year shall be earned (based upon completed full years of service) as follows:

YEARS OF SERVICE	VACATION DAYS PER YEAR
> 1 and <3 years	5
>3 years	10
>10 years	15
>15 years	20

- C. Vacation days must be used during the employee's anniversary year and may not be carried over to the next year.
- D. Each employee must choose his/her vacation time, in writing, by March 31st of each year to insure receipt of vacation time according to seniority status. After the above date, vacation times may be chosen without reference to seniority, but only by who first chooses, in writing and subject to approval by the Manager and/or his designee, the said time.

- E. No more than two (2) employees may be on vacation at any one time, unless approved by the Manager.
- F. The employee must give a minimum of seven (7) days notice to the Employer as to when he/she chooses to utilize said vacation days and must have prior approval from the Manager and/or his designee prior to taking such day(s) off. However, in case of an emergency, the employee need not provide the seven (7) days advance notice, but he/she must advise the Borough/Authority of the general nature of the emergency and the Borough/Authority retains the right to reasonably determine that an emergency does not exist.
- G. Each full-time employee, as of January 1, 2008 (and not in each year thereafter) shall receive one (1) paid personal day. Beginning on his/her anniversary day first following January 1, 2008, and on each anniversary thereafter, each full-time employee shall receive one (1) paid personal day. Use of a personal day requires prior approval of the employees supervisor or the Manager, except in case of an emergency or other legitimate reason. The personal day may not be carried over from anniversary year to anniversary year.
- H. Employees shall be permitted to take their vacation and personal day in daily and half day segments.

## **SECTION 2 - VACATION PAY**

The rate of vacation pay shall be the employee's regular straight time of pay in effect for the employee's regular job on the pay period immediately preceding the employee's vacation period.

## **SECTION 3 - VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION**

Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation available at the time of separation.

## **ARTICLE VIII SICK LEAVE**

### **SECTION I - ALLOWANCE**

- A. Full-time employees contracting or incurring sickness which renders such employee unable to perform the duties of his employment shall receive sick leave with pay.
- B. After completion of probation, full-time employees shall be granted three (3) paid sick leave days to be taken during each anniversary year, which may be taken in daily or half-

day increments. Beginning on his/her anniversary day first following January 1, 2008, full-time employees shall be granted a total of four (4) paid sick leave days to be taken during each anniversary year. Beginning on his/her anniversary day first following January 1, 2010, full-time employees shall be granted a total of five (5) paid sick leave days to be taken during each anniversary year.

## **SECTION 2 - ACCUMULATION**

- A. Full-time employees may not accumulate and carry at any time more than 120 days of unused sick leave. Once an employee accrues and accumulates 120 days, no entitlement to additional days shall occur.

## **SECTION 3 - UNUSED SICK LEAVE**

- A. Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement, death, layoff, termination or voluntary resignation for any reason. Employees shall be entitled to pay for such unused sick days at the rate of fifty percent (50%) of the current regular rate of pay. In the event of death, payment is to be made to the named beneficiary on the employee's insurance policy with the Employer.
- B. An employee who is unable to follow his or her occupation because of personal illness, accidental injury or disability and who has exhausted all sick leave, including accumulated sick leave, shall be granted a leave of absence and shall be allotted a continuance of salary or wages according to the following schedule:

6 months to 1 year employment	2 weeks wages
Over 1 year to 3 years employment	4 weeks wages
Over 3 years to 5 years employment	8 weeks wages
Over 5 years employment	13 weeks wages

Wages shall be determined by taking the employee's hourly rate or salary times the regularly scheduled weekly hours of the employee and the wage continuance shall be paid within two weeks after the occurrence of the illness or accident. The employee's leave of absence shall last up to nine (9) months from the date of occurrence of the illness or accident. The Borough/Authority may, at its discretion, grant extension to said leave based upon the particular facts and circumstance of each individual applicant.

## **SECTION 4 - SICK LEAVE VALIDATION**

- A. If an employee is absent for five (5) or more consecutive work days on account of non-work related injury or illness, the Employer may require submission of validation in the

form of a physician's certificate and, upon the employee's return to work may require a certificate as to his/her physical fitness. Any misrepresentation in such certification shall be cause for disciplinary action.

- B. For absences of less than five (5) days, a physician's certificate may be required where the Employer has reason to believe that an employee is abusing the sick leave privilege.

## **ARTICLE IX UNPAID LEAVES OF ABSENCE**

### **SECTION 1 - ELIGIBILITY REQUIREMENTS**

Employees shall be eligible for unpaid leave of absence, after one (1) year service with the Employer.

### **SECTION 2 - APPLICATION FOR LEAVE**

- A. Any request for a discretionary leave of absence (no more than 90 days) shall be submitted in writing by the employee to the Manager. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- B. Authorization and approval for a leave of absence shall be furnished to the Employee by the Manager, and it shall be in writing. Authorization for a leave of absence shall be at the sole discretion of the Employer.

### **SECTION 3 - ACCRUAL OF SENIORITY**

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave was requested. No benefits provided under this Agreement, other than accrual of seniority, shall be afforded to the employee during an approved leave under this Article, except those leaves related to military service for the duration of service.

### **SECTION 4 - MILITARY SERVICE**

Permanent employees who leave their jobs for the purpose of involuntarily entering any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components for the purpose of training or service shall be granted military leave without pay. An employee who returns to employment at the time of or prior to the expiration of

military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

## **SECTION 5 - REQUIREMENTS AND PROCEDURE FOR UNPAID LEAVE**

- A.** Application for unpaid leave of absence shall be on a form provided by the Borough/Authority and shall contain the following information:
1. Name and address
  2. Date of hire
  3. Position held
  4. Nature of illness or other disability
  5. Name and address of applicant's physician
  6. Period of time for which leave is requested
  7. Date on which leave is to begin
  8. Certification from physician as to employee's physical inability to perform duties of occupation and a statement from the physician as to the estimated period of disability.
- B.** Said application shall be submitted as soon as reasonably possible after said employee learns of any fact which would necessitate his or her taking such leave of absence. If the reason for such leave is foreseeable, such application shall be submitted at least thirty (30) days prior to date on which leave is to begin.
- C.** Unpaid leave of absence granted to employees pursuant to aforesaid provision shall be subject to the following conditions:
1. The Borough/Authority shall not be liable for the cost of providing any fringe benefits during such leave of absence.
  2. The Borough/Authority shall not be required to make any contribution towards retirement funds, insurance programs, etc. during such leave of absence.
  3. The period of such leave of absence shall not be considered as service in or to the Borough/Authority in the computation of or placement upon a salary schedule, retirement or any other matter in which years of service with the Borough/Authority may be a factor.
  4. The employee, at his or her option, may continue as an active participant in any group insurance program during such leave of absence by making arrangements with the Manager for the payment by the employee of the

premiums necessary to continue said insurance in effect during the period of said leave of absence.

## **ARTICLE X PAID LEAVES OF ABSENCE**

### **SECTION 1 - DEATH IN FAMILY**

- A. Each employee shall be granted up to three (3) consecutive days off, with pay, for, and within the time frame of, death of husband, wife, father, mother, child, stepchild, brother, sister, stepbrother, stepsister, grandparent, grandchild, parent-in-law or step-parent.
- B. Each employee shall be granted up to one (1) day off, with pay, for attending the funeral of a brother-in-law or sister-in-law.

### **SECTION 2 - JURY DUTY**

- A. Employees shall be paid the difference between any jury duty and witness compensation they receive and their regular wages for each workday of jury service or while serving as a non-party, duly subpoenaed witness by being paid 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.
- B. Employees must notify their supervisor as soon as they receive a summons for jury duty or a non-party witness subpoena and must provide a copy of the summons or subpoena to the Manager and proof of payment for such service.

### **SECTION 3 - MILITARY SERVICE**

Any employee who is a member of a reserve force of the United States or of this Commonwealth and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this Commonwealth shall be given a leave of absence of up to fifteen (15) days during the period of such activities. The rate of compensation during this period shall be the difference between the employee's regular rate and his/her military rate.

## **ARTICLE XI WAGES**

### **SECTION 1 - WAGE SCHEDULE**

- A.** The wages for full-time employees shall be as set forth on Schedule A attached hereto.

Starting hourly rates for new hires and/or new positions to be established shall be exclusively determined by the Employer and are expressly excluded from the grievance and arbitration provisions of Article XVI. In the event the Union does not agree that the classification and/or rate are proper, the Union shall have the right to meet and discuss such issues with the Manager.

### **SECTION 2 - PAY PERIOD**

- A.** The salaries and wages of employees shall be paid bi-weekly on the Friday following the end of the pay period ending the previous Friday, if possible. In the event this day is a holiday, the preceding day shall be pay day. The Employer shall be permitted to mandate that employees be paid through direct deposit of pay checks.
- B.** All hours for which an employee is compensated shall show on the employee's pay stub and all overtime shall show separately.

### **SECTION 3 -- EXPENSES**

- A.** The Employer will pay for the actual cost of any registration fees for approved continuing education training courses and seminars. If the employee fails to satisfactorily complete the course or seminar, the employee shall reimburse the Employer for the registration fee. In order to obtain payment, all courses and seminars must be approved in advance by the Borough/Authority Manager. Approval of such courses shall be at the sole discretion of the Manager. If the Employer directs that a course/class be taken during scheduled work time, the employee will be compensated at his or her applicable wage rate.
- B.** The Employer shall pay for tuition expenses related to continuing education course work or license/certification requirements for the bargaining-unit employee's current position which are or may become mandated by law. Such education or course work is required to be taken during scheduled time off.
- C.** For failure to successfully complete mandated course work or to obtain a required license within the requisite period, the employee (1) may be demoted and assigned where needed in management's discretion; (2) may temporarily transfer positions with another bargaining-unit employee holding or having completed the required license and/or course work provided the other employee voluntarily agrees to such a temporary transfer and the

employees are qualified to perform the positions; or (3) may bid on a vacant, permanent position within the bargaining unit. There will be no right to bump or displace any other bargaining-unit employee from his/her position if such a license is not obtained or such course work is not successfully completed.

Once regulations related to Act 11 of 2002 have been issued, the Employer agrees to meet and discuss the effect of such regulations with Union representatives.

- D. The cost of tests and course work related to obtaining and/or retaining certifications and dual certifications and licences (e.g., water and wastewater) which are not required for an employee's current position shall be approved and reimbursed by the Authority and/or Borough upon satisfactory completion of the test and/or course work. The employee must provide sufficient documentation to the Manager in order to receive reimbursement. Such education or course work is required to be taken during scheduled time off.

## **ARTICLE XII CALL OUT TIME**

### **SECTION 1 - CALL OUT TIME**

- A. Any regular employee who has left his/her assigned work premises and who is thereafter called out to work outside of his/her regular scheduled work shift and not in connection with an early or late beginning of such regularly scheduled shift, shall be guaranteed a minimum of two (2) hours work or pay at the rate of time and one-half (1½). If the employee is called out to work on a holiday as recognized in this Agreement, he/she shall be guaranteed a minimum of four (4) hours work or pay at the rate of time and one half (1½).
- B. If the call out time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1½) for the two (2) hours. In addition, the employee shall be paid his regular straight time.
- C. Employees are not required to be available for a call out work during vacation. If an employee wishes to be available for a call out work during vacation, he/she shall provide notice to the Manager and will be treated according to this section. If the employee is called out during vacation, the employee shall receive an additional day or hours of vacation in addition to pay for the time worked on the call-out pursuant to this Article.

**ARTICLE XIII  
OVERTIME**

**SECTION 1 - RATE OF PAY**

**A.** Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

**1. Daily/Weekly**

For all work performed in excess of forty (40) hours in any workweek.

**B.** Sick leave time, personal days, vacation pay, holiday pay (except where noted in Article VI, Section 5), jury duty pay, witness pay and bereavement pay shall be counted as time worked in the computation of overtime pay.

**SECTION 2 - WORK AT EMPLOYEE'S OPTION**

Overtime work shall be voluntary except in an emergency or under circumstances which the Employer determines that overtime may be mandated. There shall be no discrimination against any employees who decline to work mandatory overtime for legitimate reason.

**ARTICLE XIV  
SENIORITY**

**SECTION 1**

**A. Definition**

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

**B. Probation period**

New Employees (except temporary employees) shall be regarded as probationary Employees for the first ninety (90) calendar days of their employment and shall not be entitled to seniority during that period. Upon completion of this period of ninety (90) days, the seniority of such Employees, if retained, shall be effective retroactive to the date of their hire.

## **SECTION 2 - WORK FORCE CHANGES**

### **A. Demotions**

No demotions shall be made for disciplinary reasons, except for just cause.

### **B. Layoff**

In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority and qualifications (*e.g.* a required license or certification). Prior to the layoff of any full-time employee, all part-time employees and all temporary employees shall be severed from employment by the Authority/Borough. Full-time employees may be reduced to part-time status.

### **C. Recall**

1. Employees shall be recalled from layoff according to their seniority. The employees shall be notified by registered or certified mail (receipt requested) that they have ten (10) days to make their intentions known.
2. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.
3. After a layoff for a continuous period of two (2) years, an employee shall lose all seniority rights.

### **D. Consolidation or Elimination of Jobs**

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or in machinery - the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer provided he can qualify for the job. Any employee transferred as a result of the application of this provision shall be given any reasonable training needed to perform satisfactorily the job in which he is transferred.

### **E. Transfers**

Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal or lower classification on the basis of seniority and ability.

## **F. New or Vacant Jobs**

Job vacancies are existing classifications that are not occupied due to the curtailment of operations or for any other reason, except for employee illness or employee leaves of absence. Such job vacancies may be filled initially by the Employer on the basis of a temporary transfer. During the period of temporary transfer the job shall be posted on all bulletin boards. Employees desiring to transfer to the job shall submit an application in writing to the immediate supervisor. When a vacancy occurs in the bargaining unit, the Borough/Authority will post a notice of the vacancy on all bulletin boards for a period of ten (10) work days. The posting shall indicate the open position(s), the number of openings, and the requirements of the job. Any Employee interested in applying for the job or jobs shall place his/her name on the posted notice within the ten (10) day posting period. The most senior employee applying for the job who is qualified (*e.g.*, holds a required license or certification) shall be selected for it. If no one signs the posting, the Borough/Authority may offer the job to any bargaining unit employee or hire a new employee for the position. Any Employee accepting the offer to fill a vacancy, or accepting a transfer shall have a 30 calendar day trial period in which to demonstrate his reasonable ability to perform the duties of the job. At the end of the trial period, if the Employee has demonstrated a reasonable likelihood to be able to perform the job, he/she shall be awarded the job. If, at the end of the trial period, he/she has not demonstrated a reasonable likelihood to be able to perform the job, he/she shall be returned to his/her former job, and the Borough/Authority shall fill the vacancy/transfer pursuant to this section. If no bargaining unit Employees accept or qualify for the vacancy or transfer, the Borough/Authority may hire a new Employee for the position.

## **ARTICLE XV DISCIPLINE AND DISCHARGE**

### **SECTION 1 - DISCIPLINE**

- A.** Disciplinary action or measures shall include only the following depending on the circumstances of each case:
1. Oral reprimand
  2. Written reprimand
  3. Suspension or demotion (notice to be given in writing)
  4. Discharge
- B.** Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- C.** If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

## **SECTION 2 - DISCHARGE**

- A.** The Employer shall not discipline or discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his steward will be notified in writing that the employee has been suspended and is subjected to discharge.
- B.** The Union shall have the right to take up the suspension and/or discharge as a grievance to the Step II of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union.

## **ARTICLE XVI SETTLEMENT OF DISPUTES**

### **SECTION 1 - GRIEVANCE AND ARBITRATION PROCEDURES**

- A.** Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

#### **STEP I**

The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance in writing to the Manager within ten (10) calendar days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. A copy of all grievances initiated by an employee shall be provided by the employee to the Union. A grievance meeting shall be held with the Manager within ten (10) business days (Monday through Friday counted only). The Manager shall respond in writing to the employee and the Union within fourteen (14) calendar days after the meeting is held. The failure to respond in writing shall be deemed as a denial and will result in the grievance being automatically appealed to Step II.

#### **STEP II**

An appeal from an unfavorable decision at Step I must be presented in writing by the employee or the Union representative to the Manager within fourteen (14) calendar days after the response from Step I is received. The Joint Policy Committee shall hear the appeal on the date of its next regularly scheduled meeting and respond in writing to the employee and Union representative within fourteen (14) calendar days after the meeting. Hearings on suspensions and discharges shall be scheduled within thirty (30) days of the suspension or discharge. The failure to respond in writing shall be deemed as a denial and will result in the grievance being automatically appealed to Step III.

### **STEP III**

If the grievance is still unsettled, either the Union or the Borough/Authority may, within fifteen (15) calendar days after the reply of the Joint Policy Committee is due, by written notice to the other, request arbitration. Said notice shall identify the provisions of the Agreement, the employee involved, and shall include a copy of the grievance.

If the parties fail to select an arbitrator within ten (10) calendar days after the notice has been given, either party may request the Federal Mediation and Conciliation Service to submit a list of seven possible arbitrators.

The parties shall, within ten (10) calendar days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the collective bargaining Agreement shall constitute the basis upon which the decision shall be rendered.

The decision at Steps I and II if not appealed shall be binding upon the Union in subsequent cases involving the same issue(s).

### **SECTION 2. ARBITRATOR'S AUTHORITY**

- A.** The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue the decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

- B.** All of the time limits contained in this Article may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.
- C.** All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

- D. If an employee elects to process his/her own grievance as permitted by Act 195, the Union shall be notified of all proceedings and have the right to be present at all steps.
- E. The Employer shall have the right to file a grievance at Step III of this Article.

### **SECTION 3 - GRIEVANCE COMMITTEE**

- A. Employee(s) selected by the, Union to act as Union representatives shall be known as "stewards". The names of the employee(s) selected as stewards, who may represent employees shall be certified in writing to the Employer by the local Union, and the individual(s) so certified shall constitute the Union grievance committee.
- B. All grievance committee meetings to process grievances shall be held during working hours on the Employer's premises, and without loss of pay.
- C. The purpose of grievance committee meetings will be to adjust pending grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.
- D. The number of stewards will be determined as follows:
  - 1 - Steward
  - 1 - Alternate Steward

## **ARTICLE XVII GENERAL PROVISIONS**

### **SECTION 1 - PLEDGE AGAINST DISCRIMINATION AND COERCION**

- A. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative agent against any employee acting in an official capacity on behalf of the Union.
- B. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

### **SECTION 2 - UNION BULLETIN BOARDS**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

### **SECTION 3 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

- A. The Employer agrees that during the working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:
1. Post Union notices
  2. Distribute Union literature
  3. Transmit communications, authorized by the local Union or its officers, to the Employer or his representatives
  4. Consult with the Employer, his representatives, local Union officials, or other Union representatives concerning the enforcement of any provisions of this Agreement.

### **SECTION 4 - VISITS BY UNION REPRESENTATIVES**

The Employer agrees that accredited representatives of the Utility Workers Union of America, AFL-CIO, whether local Union representatives, district council representatives, or international representatives shall have full and free access to the premises of the Employer business at any time during the working hours to conduct Union business so long as such visits do not disrupt the operation of the Authority and Borough and comply with any security rules or practices adopted by the Authority and/or Borough. Union representatives shall notify the Manager when they have arrived on the Employer's premises.

### **SECTION 5 - GUARANTEED HOURLY RATES**

There shall be no cut in hourly rates. The preceding sentence shall not, however, be construed as a guarantee of work for such employees. In no instance shall such payment result in the employees being paid at a rate lower than that of his regular employment.

## **ARTICLE XVIII HEALTH, WELFARE AND PENSION**

### **SECTION 1 - HEALTH AND WELFARE**

- A. The Employer shall provide and pay the full cost of a Dental Program (United Concordia, Concordia Flex Plan) for each full-time employee and their dependents.
- B. The Employer shall provide and pay the full cost of a Vision Care Plan (Highmark Vision) for each full-time employee and their dependents.
- C. The Employer shall continue to provide Highmark (PPO) medical plan for each full-time employee and their dependents.

1. The Employer will pay the full monthly premiums for the cost of said program for eligible, enrolled such employees in 2008. Each employee who is eligible for health and prescription drug insurance coverage shall contribute from each pay twenty-five dollars (\$25.00) toward the monthly premium cost in the form of a payroll deduction. The Employer agrees to implement a Section 125 Plan to make such deductions on a pre-tax basis as soon as practical.

In the event that premiums for health and prescription coverage ever exceed fifteen (15%) in any one year, or forty (40%) cumulatively, of the monthly premiums in effect January 1, 2008 for any category (single — \$336.61, parent & child(ren) — \$673.23, husband and wife — \$925.69, family — \$1,009.83), the parties agree to reopen only Articles XI (Wages) and Article XVIII (Health, Welfare and Pension), Section 1 of the Agreement and meet and agree (1) to change the coverages, co-pays, plan, carrier, etc, and/or to implement deductibles in order to reduce premiums below the above amounts plus fifteen (15%) in any one year, or forty (40%) cumulatively, (2) to increase the dollar amount of employee contribution toward premiums in order to reduce premium cost below the above amounts plus fifteen (15%) in any one year, or forty (40%) cumulatively, or (3) to reduce or eliminate the wage increase to be implemented the following January 1.

If the parties cannot agree upon one of these alternatives or changes within sixty (60) days of receipt of notice of such occurrence, the Employer may require each participating employee to pay, in addition to the twenty-five dollars (\$25) noted above in paragraph 1, through payroll deductions, the additional dollar amount over which the premiums exceed fifteen (15%) in any one year, or forty (40%) cumulatively, of monthly premiums in effect January 1, 2008.

2. Any change in program or coverage or other term(s) of the plan which may be implemented unilaterally by the carrier do not require the consent of the Union.

D. If an employee is off work due to a work-related injury for twelve (12) months (which period need not be continuous) or more in any five-year period (sixty-month [60 mo.] period) and has filed for or received benefits under Pennsylvania's Workers' Compensation Act, the Employer's obligation to provide benefits under this Article shall cease.

### **SECTION 3 - PENSION PLAN**

The Employer shall continue to provide and pay the full cost of a pension program for all full-time employees in the bargaining unit in accordance with the terms of the Borough of Saxonburg Non-Uniformed Employees' Pension Plan, which is incorporated herein by reference.

## **SECTION 4 - LIFE INSURANCE**

The Employer shall provide and pay the full cost of a \$25,000.00 Life Insurance Policy with a double indemnity for accidental death.

## **SECTION 5 - REVISIONS TO HEALTH, WELFARE AND PENSION**

The Employer and the Union reserve the right to amend or modify the sick and accident, health and welfare, pension plan and life insurance provisions of Article XVIII during the term of this Agreement by mutual written consent and amendment to this Agreement, unless it concerns a change in program or coverage which is implemented unilaterally by the carrier.

## **ARTICLE XIX WORK RULES**

### **SECTION 1**

- A.** The Employer shall have the right to establish Work Rules subject to the following conditions:
- 1.** If the Employer deems it necessary to implement reasonable Work Rules, the Employer shall furnish the Union with a copy of the proposed Work Rules at least ten (10) calendar days in advance of their official posting.
  - 2.** The Union shall have the right to request to meet with the Employer and discuss the proposed Work Rules during the ten (10) day review period following the Union's receipt of the proposed Work Rules.
  - 3.** At the end of the ten-day review period or following the meet-and-discuss session, the Employer shall have the right to implement the proposed Work Rules or amended Work Rules based on the meet-and-discuss session. The Union shall be permitted to use the grievance procedure to contest the reasonableness of the issuance of a Work Rule or its contents only if it does not concern a matter of inherent managerial prerogative under Section 702 of the Public Employee Relations Act or Article XX of this Agreement.
  - 4.** The Employer shall implement all proposed Work Rules by officially posting said Work Rules on Employees' bulletin boards and/or a written memorandum to all employees.

**ARTICLE XX  
MANAGEMENT RIGHTS**

**SECTION 1 - MANAGEMENT RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its common law and statutory rights to the Authority. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to, its right to determine and the existence of facts which are the basis of a management decision relative to the following: the number, location, relocation and types of its operations, and the methods, processes, and materials to be employed by the Authority; to discontinue processes or operations; to establish and change work schedules and assignments; to determine the number of hours per day or per week operations shall be carried on, and the starting and quitting time and the number and hours of shifts to be worked; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the fact of lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise take measures as management may determine to be necessary for the orderly and efficient operation of the Borough and the Authority.

**SECTION 2 - WORK BY SUPERVISORS**

- A. It is agreed that no foreman, supervisor, or management employee shall perform work ordinarily done by an hourly employee, except in the following cases:
1. Work required by emergency conditions or when bargaining unit employees are not available under the circumstances;
  2. Work performed for the purpose of instructing and training employees in experimental, development, and other research work; or
  3. Work which requires the assistance of such foreman, supervisor, or management employee.

**ARTICLE XXI  
UNIFORMS AND PROTECTIVE CLOTHING**

**SECTION 1**

- A. If any employee is required to wear uniforms, protective clothing, or any type of protective device, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer with no cost to the employee. The types of

uniforms to be required shall be determined solely by the Employer. The Employer shall provide each employee with eleven shirts, eleven pairs of pants and two jackets. The employer shall arrange for the cleaning of uniforms and the replacement of uniform garments that become damaged, worn out or otherwise unusable. Any other gear, equipment or clothing shall be provided at the discretion of the Employer.

Employees shall be required to wear steel-toed safety shoes or boots per ANSI specifications to work each day. Upon the completion of probation, the Employer agrees each year during October or November to replace at the Employer's cost any such shoes or boots that have become worn or damaged to the point where they do not function for their intended purpose. The Employer's maximum reimbursement shall be \$100.00 for each employee in any one year.

## **ARTICLE XXII SAVINGS CLAUSE**

### **SECTION 1**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful, and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or part thereof.

## **ARTICLE XXIII CONTRACTING AND SUBCONTRACTING OF PUBLIC WORKS**

### **SECTION 1**

**A.** It is agreed by the Union that work and services may be contracted out or subcontracted as set forth below.

Bargaining Unit work (which is defined as work normally performed by members of the bargaining unit) will continue to be performed by members of the Bargaining Unit, and shall not be contracted out or sub-contracted, except in the following situations:

- (a) In cases of emergency;
- (b) When employees covered by this Agreement are not available due to performing other duties or injury/illness; or
- (c) In cases where excavating or other mechanical equipment not owned by the Employer will be utilized; or

- (d) In cases where the nature of the work is beyond the skills or capabilities of the employees and no layoff results from such subcontracting or contracting out of work.

## **ARTICLE XXIV NO-STRIKE CLAUSE**

### **SECTION 1**

It is recognized by both parties hereto that the Employer provides an essential public service which affects the health, safety, comfort, and welfare of the general public in the communities served by the Employer, and that it is the duty of the Employer and its employees to meet and perform their obligations to the public served without interruption. Both parties hereby recognize that this responsibility to the public is the mutual responsibility of employees and management and requires that any dispute arising between the employees and management be settled in an orderly manner.

### **SECTION 2**

It is understood that there shall be no strike, as that term is defined under Act 195 - Public Employee Relations Act, during the term 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 3**

Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

1. Publicly disavow such action by the employees;
2. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Union; and
3. Post notices on all bulletin boards advising the employees that it disapproves of such action and instruct them to return to work immediately.

### **SECTION 4**

The Employer reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 2 of this Article, as set forth under Act 195.

## **SECTION 5**

The Employer will not engage in any lockout during the life of this Agreement.

### **ARTICLE XXV REASONABLE SUSPICION AND RANDOM TESTING**

#### **SECTION 1**

The following controlled substance/alcohol testing is required:

- A. Reasonable suspicion
- B. Return to duty
- C. Follow-up
- D. Random — for CDL holders

The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The Employer agrees to pay for all initial testing. The cost of split testing if requested and follow-up testing shall be borne by the employee. The cost of split sample testing will be reimbursed by Employer if the split sample result is negative.

Prohibitions for controlled substances.

No employee shall:

- A. Perform work when using any controlled substance, except under the written instruction of a physician approved by the Employer that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.
- B. Perform work if the employee tests positive for controlled substances.
- C. Refuse to submit to a controlled substance test.

No Supervisor/Manager shall:

- A. Permit an employee who refuses to submit to a controlled substance tests to perform or continue to perform job functions.
- B. If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program. A return to duty test will be required.
- C. The employee shall be subject to unannounced follow-up controlled substance testing. The number and frequency of such follow-up testing shall be directed by

substance abuse professional and will consist of at least six (6) tests in the first twelve (12) months following the date of the employee's return to duty.

- D. Employees who have a verified positive test result for controlled substances during the twelve (12) months following the date of the employee's return to duty shall be terminated.
- E. Employees who have a verified positive test result for controlled substances during the initial hire, ninety (90) calendar days probationary period shall be terminated.

All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty and should receive a drug test are required to receive approximately sixty (60) minutes of approved training on controlled substance use and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances.

All employees will receive educational material which explains the requirements, policies and procedures of the drug testing program. This information will contain prohibitions, consequences and information on the effects and symptoms of drug use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances, the employee will have been deemed to have tested positive.

All employees who use therapeutic drugs pursuant to the instructions of a physician must ask their physician if those drugs could adversely affect the employee's ability to safely perform their job duties. If the physician affirms that the employee's work performance could be impaired by the use of the drug, then the employee is required to immediately report the physician's finding to the employee's supervisor. The employee is required to document this situation with a statement from the physician indicating the effect (i.e., drowsiness, dizziness, etc.) of the therapeutic drug and expected duration of these effects if known. Physician's statements are to be maintained in the Borough/Authority's medical file, personnel history file or in a confidential file at the work site.

An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost or paid leave used.

If an employee is referred to treatment following a positive test for controlled substances, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Collective Bargaining Agreement.

## **SECTION 2 — DEFINITIONS**

### **Controlled Substances**

The controlled substances covered by this policy include alcohol, cocaine, marijuana, opiate, phencyclidine (PCP), amphetamines, barbiturates, Benzodiazepine, Quaaludes and any substance defined as a "controlled Substance" under the Pennsylvania Crimes Code.

### **Medical Review Officer (MRO)**

A licensed physician (medical doctor or doctor of osteopathy) employed by the Borough/Authority responsible for receiving laboratory results generated by the Borough/Authority's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.

### **Reasonable Suspicion**

A belief that the employee has violated the controlled substance prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior or speech of the employee.

### **Refusal to Submit to Testing**

An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine test; or (b) engages in conduct that clearly obstructs the testing process.

### **Positive Test Results**

(will be automatically amended to reflect any new DOT levels in place at time of testing)

Screening test cut off levels:

A.	Marijuana	100 ng/ml
B.	Cocaine	300 ng/ml
C.	Opiates	300 ng/ml
D.	Phencyclidine	25 ng/ml
E.	Amphetamines	1000 ng/ml

Confirmatory test cut off levels:

- |    |               |           |
|----|---------------|-----------|
| A. | Marijuana     | 15 ng/ml  |
| B. | Cocaine       | 150 ng/ml |
| C. | Opiates       | 300 ng/ml |
| D. | Phencyclidine | 25 ng/ml  |
| E. | Amphetamines  | 500 ng/ml |

Employees testing .04 or above on a BAC (blood alcohol content) shall consult with a SAP (at the employee's expense). Upon release to duty, the Borough/Authority will permit one second chance. If at any time the Employee again tests at .04 or above, the Employee shall be terminated. Should any employee requiring driving privileges lose his/her license for more than 30 days, that employee shall be terminated. Should an employee test between .02 and .039, he or she may be suspended without pay for up to five days for the first offense. Should an employee test between .02 and .039 on a second occasion, it shall be just cause for discharge. Employees with BAC tests at .02 and above, but below .04, may also receive appropriate disciplined. The use of any prescribed or therapeutic drugs which may cause drowsiness or impairment must be reported to the Manager. A BAC test of .10 (or current PA legally drunk limit) will be cause for immediate termination.

The use, sale or possession of illegal substances and intoxicants on the Borough/ Authority's property or while using its vehicles and equipment is prohibited and shall result in discharge.

There are **no medical exceptions** to the illegal substance and alcohol prohibitions under this Article.

### SECTION 3 -- REASONABLE SUSPICION TESTING

A supervisor/manager, who has been trained, must require an employee to submit to an alcohol or controlled substance test when the supervisor has reasonable suspicion to believe the employee has violated the alcohol or controlled substance prohibitions. Upon determining that reasonable suspicion exists, the supervisor/manager should have another supervisor/manager who has been trained, witness the observations.

A written record must be made of the observations leading to an alcohol or controlled substances test and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

The Borough/Authority must transport the employee to and from the testing site and the Borough/Authority agrees that a supervisor who has not been involved in the reasonable suspicion observation shall transport the employee. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.

The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the Borough/Authority contact person.

### **Return to Duty**

Before an employee can be reinstated, the employee must undergo a controlled substance test with negative results.

### **Follow-up Testing**

The employee shall be subject to a minimum of six (6) unannounced follow-up controlled substance tests as directed by the substance abuse professional during the twelve (12) month period following the employee's return to duty.

### **Positive Controlled Substance Test Results**

Upon confirmation of a positive test result, the secondary split sample will be sent to a different certified laboratory to be analyzed.

If an employee has a verified positive test for controlled substances, the Borough/Authority will inform the employee in writing. Prior to verifying a positive result, the Borough/Authority will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test results.

### **Maintenance of Records**

The Borough/Authority will be responsible for maintaining all records resulting from the administration of drug tests under this program.

The MRO will notify the employee, in writing, of both positive and negative drug test results and the specific control substances for which the test was verified positive.

With the employee's written consent, the Borough/Authority will provide any of the testing information to another employer.

### **Training**

The Borough/Authority will provide training to supervisors.

No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.

New employees hired after January 1, 1998, will be provided educational material during their orientation regarding the policies and requirements of the drug testing program. The employee will be required to sign receipt of any information and forms that are provided.

#### **SECTION 4 -- RANDOM TESTING FOR CDL HOLDERS**

- A. The number of random illegal substance tests conducted annually shall equal 50% of the average number of CDL positions for which testing is required. (Using the example above, four (4) CDL positions shall permit random urine tests to be conducted two (2) times each calendar year.)
- B. The Borough/Authority will generate a computer program which randomly selects numbers which are later matched to an appropriate employee who is subject to random testing under this section. An employee representative may be present when such selection is made if he/she chooses. The number of employees chosen shall correlate to the annual requirements.

The employee(s) selected shall immediately present himself or herself for testing, the precise time to be determined by the Borough/Authority depending on the employee's work schedule for that day and the needs of the Borough/Authority.

Random tests may be scheduled to permit employees to undergo testing on non-work time.

The procedures and requirements of current Department of Transportation regulations shall be adhered to by the MRO and laboratory which tests samples from employees during random and reasonable suspicion testing.

#### **SECTION 5. -- VERIFIED POSITIVE URINALYSIS/BAC FINDINGS FOR REASONABLE SUSPICION TESTING**

- A. Upon receipt of a verified positive urinalysis/BAC test finding that an employee has used illegal drugs or is under the influence of alcohol, as defined above, the employee shall be disciplined in accordance with the provisions of this Article.
- B. The refusal to submit to drug urine testing or BAC testing shall be considered a positive test result.
- C. In the event an employee receives a verified positive urinalysis/BAC finding that an Employee has used illegal drugs or is under the influence of alcohol as defined in this policy, the employee shall be terminated. The Union

retains the right to challenge before an Arbitrator, in accordance with the provisions of Article XVI, the Employer's reasonable suspicion determination and the positive test results. The Arbitrator shall, however, have no authority to review the appropriateness of the disciplinary penalty of termination imposed by the Employer.

## **SECTION 6. -- VOLUNTARY DISCLOSURE**

If an employee comes to the Borough/Authority (outside of reasonable suspicion and random testing) and volunteers information that he/she is abusing illegal substances and/or alcohol, the Borough/Authority will attempt, at the expense of the employee, to rehabilitate the employee, ONE TIME, upon the following terms and conditions;

1. The employee must agree to participate in the EAP and rehabilitation program under the care of a physician and/or SAP at an approved center.
2. The employee must comply with all requirements of the rehabilitation program under paragraph 1.
3. The employee must take an unpaid leave of absence for up to six (6) months in accordance with Article IX until the latter of the completion of the rehabilitation program or the employee's operating privileges have been restored under the DOT regulations (disqualification).
4. The employee shall receive no benefits or wages during the leave of absence.
5. The health and welfare coverage available to the employee shall be made available to him or her at the employee's sole cost and expense which shall be paid monthly in advance to the Borough/Authority.
6. The Employee shall be permitted to use any earned and unused sick leave, vacation or floating holidays days to offset the cost of health welfare coverage.
7. The employee shall continue to accrue seniority while on the leave of absence.
8. Prior to reinstatement with the Borough/Authority, the employee shall submit to drug and alcohol testing in accordance with this Article and must not receive a positive result. In the event a positive result is achieved, the employee shall be terminated.
9. The employee will agree to submit to follow-up testing on a random basis for drug and/or alcohol use for a period of 60 months from the date of

reinstatement to employment by the Borough/Authority. In the event an Employee receives a positive test result from random testing or other testing permitted or required by law or this Article, the employee shall be terminated.

10. The employee will agree to execute the "Last Chance Agreement" which incorporates these conditions prior to reinstatement.
- F. Upon acceptance of the offer of rehabilitation in accordance with the provisions of the preceding Section 4.E. and compliance with all of the conditions contained therein, the employee shall be reinstated.

## **SECTION 7. -- EMPLOYEE ASSISTANCE PROGRAM (EAP)/REHABILITATION**

### **A. Introduction**

All employees shall be required to participate in the EAP as required under Section 391.119 and Section 391.121 of the DOT regulations. An employee may voluntarily participate in additional training under the EAP and a rehabilitation program at a drug and alcohol rehabilitation facility approved by the employer and/or its health insurance carrier.

### **B. Coverage of Costs**

All employees participating in the EAP and any rehabilitation program are eligible to have their costs covered under the health and welfare program to the extent such costs are covered. Any remaining costs shall be borne by the employee.

### **C. Duration of Rehabilitation Program**

If an employee voluntarily enters into a rehabilitation program in accordance with this section, the employee shall be granted an unpaid medical leave of absence during the time such employee is in a rehabilitation program. The Employee will continue to accrue seniority during such rehabilitation period.

All employees in any rehabilitation program must be under the direction of a physician and the duration of any rehabilitation program shall be determined by the physician and/or SAP in charge of the care of the Employee.

### **D. Successful Completion of Rehabilitation Program**

If an employee has completed a rehabilitation program at the approved rehabilitation center and the SAP and/or physician releases the employee to return to work, the employee shall be reinstated at his or her prior position. The employee agrees that prior to returning to work, he/she shall submit to drug and alcohol testing and a



## Schedule A

Saxonburg Area Authority		Saxonburg Bor/Auth Wage Proposal Tied to Scheduling Changes 11/14/07						Years of Service	
Union Description		2008 Rates							
		5 + Years	4-5 Year	3-4 Year	2-3 Year	1-2 Year	0-1 Year		
General Laborer***		\$ 14.53	\$ 13.80	\$ 13.08	\$ 12.35	\$ 11.62	\$ 10.90	0-1 Year	75%
Laborer/Pump St. Maint./PA One Call Op.		\$ 14.73	\$ 13.99	\$ 13.26	\$ 12.52	\$ 11.78	\$ 11.05	1-2 Year	80%
Laborer/WTP Operator		\$ 15.48	\$ 14.71	\$ 13.93	\$ 13.16	\$ 12.38	\$ 11.61	2-3 Year	85%
STP Operator/Laborer/Utility		\$ 16.33	\$ 15.51	\$ 14.70	\$ 13.88	\$ 13.06	\$ 12.25	3-4 Year	90%
Chief Utility/Backhoe Operator/Electrician		\$ 16.58	\$ 15.75	\$ 14.92	\$ 14.09	\$ 13.26	\$ 12.44	4-5 Year	95%
Chief STP Operator/Laborer/Utility		\$ 18.87	\$ 17.93	\$ 16.98	\$ 16.04	\$ 15.10	\$ 14.15	5 + Years	100%
Chief WTP Operator/Laborer/Utility		\$ 18.87	\$ 17.93	\$ 16.98	\$ 16.04	\$ 15.10	\$ 14.15		
<b>Average</b>		<b>\$ 16.48</b>	<b>\$ 15.66</b>	<b>\$ 14.84</b>	<b>\$ 14.01</b>	<b>\$ 13.19</b>	<b>\$ 12.36</b>		

Saxonburg Area Authority		2009 Rates						Years of Service	
Union Description		2009 Rates							
		5 + Years	4-5 Year	3-4 Year	2-3 Year	1-2 Year	0-1 Year		
General Laborer***		\$ 15.08	\$ 14.33	\$ 13.57	\$ 12.82	\$ 12.06	\$ 11.31	0-1 Year	75%
Laborer/Pump St. Maint./PA One Call Op.		\$ 15.28	\$ 14.52	\$ 13.75	\$ 12.99	\$ 12.22	\$ 11.46	1-2 Year	80%
Laborer/WTP Operator		\$ 16.03	\$ 15.23	\$ 14.43	\$ 13.63	\$ 12.82	\$ 12.02	2-3 Year	85%
STP Operator/Laborer/Utility		\$ 16.88	\$ 16.04	\$ 15.19	\$ 14.35	\$ 13.50	\$ 12.66	3-4 Year	90%
Chief Utility/Backhoe Operator/Electrician		\$ 17.13	\$ 16.27	\$ 15.42	\$ 14.56	\$ 13.70	\$ 12.85	4-5 Year	95%
Chief STP Operator/Laborer/Utility		\$ 19.42	\$ 18.45	\$ 17.48	\$ 16.51	\$ 15.54	\$ 14.57	5 + Years	100%
Chief WTP Operator/Laborer/Utility		\$ 19.42	\$ 18.45	\$ 17.48	\$ 16.51	\$ 15.54	\$ 14.57		
<b>Average</b>		<b>\$ 17.03</b>	<b>\$ 16.18</b>	<b>\$ 15.33</b>	<b>\$ 14.48</b>	<b>\$ 13.63</b>	<b>\$ 12.78</b>		

Saxonburg Area Authority		2010 Rates						Years of Service	
Union Description		2010 Rates							
		5 + Years	4-5 Year	3-4 Year	2-3 Year	1-2 Year	0-1 Year		
General Laborer***		\$ 15.63	\$ 14.85	\$ 14.07	\$ 13.29	\$ 12.50	\$ 11.72	0-1 Year	75%
Laborer/Pump St. Maint./PA One Call Op.		\$ 15.83	\$ 15.04	\$ 14.25	\$ 13.46	\$ 12.66	\$ 11.87	1-2 Year	80%
Laborer/WTP Operator		\$ 16.58	\$ 15.75	\$ 14.92	\$ 14.09	\$ 13.26	\$ 12.44	2-3 Year	85%
STP Operator/Laborer/Utility		\$ 17.43	\$ 16.56	\$ 15.69	\$ 14.82	\$ 13.94	\$ 13.07	3-4 Year	90%
Chief Utility/Backhoe Operator/Electrician		\$ 17.68	\$ 16.80	\$ 15.91	\$ 15.03	\$ 14.14	\$ 13.26	4-5 Year	95%
Chief STP Operator/Laborer/Utility		\$ 19.97	\$ 18.97	\$ 17.97	\$ 16.97	\$ 15.98	\$ 14.98	5 + Years	100%
Chief WTP Operator/Laborer/Utility		\$ 19.97	\$ 18.97	\$ 17.97	\$ 16.97	\$ 15.98	\$ 14.98		
<b>Average</b>		<b>\$ 17.58</b>	<b>\$ 16.71</b>	<b>\$ 15.83</b>	<b>\$ 14.95</b>	<b>\$ 14.07</b>	<b>\$ 13.19</b>		

Saxonburg Area Authority							Years of Service	
Union Description							2011 Rates	
	5 + Years	4-5 Year	3-4 Year	2-3 Year	1-2 Year	0-1 Year		
General Laborer***	\$ 16.18	\$ 15.37	\$ 14.56	\$ 13.75	\$ 12.94	\$ 12.14	0-1 Year	75%
Laborer/Pump St. Maint./PA One Call Op.	\$ 16.38	\$ 15.56	\$ 14.74	\$ 13.92	\$ 13.10	\$ 12.29	1-2 Year	80%
Laborer/WTP Operator	\$ 17.13	\$ 16.27	\$ 15.42	\$ 14.56	\$ 13.70	\$ 12.85	2-3 Year	85%
STP Operator/Laborer/Utility	\$ 17.98	\$ 17.08	\$ 16.18	\$ 15.28	\$ 14.38	\$ 13.49	3-4 Year	90%
Chief Utility/Backhoe Operator/Electrician	\$ 18.23	\$ 17.32	\$ 16.41	\$ 15.50	\$ 14.58	\$ 13.67	4-5 Year	95%
Chief STP Operator/Laborer/Utility	\$ 20.52	\$ 19.49	\$ 18.47	\$ 17.44	\$ 16.42	\$ 15.39	5 + Years	100%
Chief WTP Operator/Laborer/Utility	\$ 20.52	\$ 19.49	\$ 18.47	\$ 17.44	\$ 16.42	\$ 15.39		
<b>Average</b>	<b>\$ 18.13</b>	<b>\$ 17.23</b>	<b>\$ 16.32</b>	<b>\$ 15.41</b>	<b>\$ 14.51</b>	<b>\$ 13.60</b>		

Saxonburg Area Authority							Years of Service	
Union Description							2012 Rates	
	5 + Years	4-5 Year	3-4 Year	2-3 Year	1-2 Year	0-1 Year		
General Laborer***	\$ 16.73	\$ 15.89	\$ 15.06	\$ 14.22	\$ 13.38	\$ 12.55	0-1 Year	75%
Laborer/Pump St. Maint./PA One Call Op.	\$ 16.93	\$ 16.08	\$ 15.24	\$ 14.39	\$ 13.54	\$ 12.70	1-2 Year	80%
Laborer/WTP Operator	\$ 17.68	\$ 16.80	\$ 15.91	\$ 15.03	\$ 14.14	\$ 13.26	2-3 Year	85%
STP Operator/Laborer/Utility	\$ 18.53	\$ 17.60	\$ 16.68	\$ 15.75	\$ 14.82	\$ 13.90	3-4 Year	90%
Chief Utility/Backhoe Operator/Electrician	\$ 18.78	\$ 17.84	\$ 16.90	\$ 15.96	\$ 15.02	\$ 14.09	4-5 Year	95%
Chief STP Operator/Laborer/Utility	\$ 21.07	\$ 20.02	\$ 18.96	\$ 17.91	\$ 16.86	\$ 15.80	5 + Years	100%
Chief WTP Operator/Laborer/Utility	\$ 21.07	\$ 20.02	\$ 18.96	\$ 17.91	\$ 16.86	\$ 15.80		
<b>Average</b>	<b>\$ 18.68</b>	<b>\$ 17.75</b>	<b>\$ 16.82</b>	<b>\$ 15.88</b>	<b>\$ 14.95</b>	<b>\$ 14.01</b>		

\*\*\* Includes \$0.30/hr Shift Differential and Management's rights to assign which employee works afternoon shift (3:00 pm - 11:30 pm)