BUREAU OF TECHNICAL UTILITY SERVICES DATA REQUESTS

TO PENNSYLVANIA-AMERICAN WATER COMPANY

Docket No. A-2017-2606103 Data Request 1

A-29. Please provide a copy of the collective bargaining agreement referenced as being attached to Schedule 4.12(a) of the APA.

Response: Please see Attachment A-29, Appendix A

Responsible Witness: Title: Bernard J. Grundusky Director, Business Development

Date:

July 14, 2017

Attachment A-29, Appendix A

AGREEMENT

BETWEEN

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT,

COUNTY OF ALLEGHENY, PENNSYLVANIA

AND

THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO

FOR THE PERIOD BEGINNING JANUARY 1,2017 AND ENDING

DECEMBER 31, 2017

AGREEMENT

THIS AGREEMENT, made, entered into and executed this <u></u>_______ of April, 2017 by and between THE MUNICIPAL AUTHORITY OF THE CITY OF McKEESPORT, County of Allegheny, Pennsylvania (hereinafter referred to as the "Authority"), its successors and assigns, and THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO (hereinafter referred to as the "Union"), its successors and assigns, on behalf of itself and the members of Local No. 433, who are employed by the Authority.

WITNESSETH:

ARTICLE I

SECTION 1 - RESPONSIBILITY TO THE PUBLIC

It is recognized by the parties hereto that the Authority is engaged in providing an essential public service which vitally affects the health, safety, comfort and well-being of a large number of people in the communities supplied with sewage service by the Authority, and that it is the duty of the Authority and its employees to meet and perform their obligations and responsibilities to the public serviced without interruption.

SECTION 2 - NO STRIKE, WILDCAT STRIKE OR LOCKOUT

Inasmuch as this responsibility to the public is a mutual responsibility of employees and management of the Authority, and requires that any dispute arising between the employees and management be settled in an orderly way and, inasmuch as both parties to this Agreement hereby recognize their mutual responsibility of service to the public, it is, therefore, mutually agreed by the parties hereto in furtherance of harmonious relations among employees, management, and the public, that there shall be no lockout, strike, wildcat strike, work stoppage or intentional slowdown during the term of this Agreement for any reason whatsoever. All matters of dispute shall be settled by the grievance and arbitration procedures hereinafter provided. The Authority's right to discipline shall include the right to discipline any employee who engages in any strike, wildcat strike, work stoppage or intentional slowdown.

SECTION 3-RECOGNITION

The Authority, during the term of this Agreement, hereby recognizes the Union as the sole and exclusive representative of the employees of the Authority for the purpose of collective bargaining, with respect to wages, hours and terms and conditions of employment in a subdivision of the employee unit comprised of production and maintenance employees, and excluding professional employees, management level employees, supervisors, first level supervisors, and confidential employees as defined in the Public Employee Relations Act (as amended from time to time) of the Commonwealth of Pennsylvania.

SECTION 4 - COOPERATION BETWEEN UNION AND AUTHORITY

The Union shall supply to the Authority a list of all Union members and shall promptly notify the Authority of any changes in the membership of the Union.

The Union shall promptly furnish the Authority with a list of the members comprising the officers, stewards, grievance committee, negotiating committee and other committees, as well as any changes in the said groups during the term of this Agreement.

The Authority agrees to negotiate and bargain collectively with the Union and its accredited representatives, on behalf of the Authority's employees contained in the bargaining unit, for the purposes of resolving any dispute which may arise concerning wages or terms and conditions of employment and adjusting any grievance or complaint which may arise in the future within the areas covered by this Agreement. Minutes of such meetings shall not be made

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unless requested by either the Union or the Authority in writing and, if made, the Authority shall furnish the Union with a copy of such minutes. The Authority agrees that it will not, during the term of this Agreement, make any arrangement with any other Union or organization purporting to represent the employees in the bargaining unit.

The Union shall have the privilege of using the bulletin board located in the Check-In-Office for notices to members subject to the Authority's approval of the subject matter thereof.

SECTION 5 - POWER OF AUTHORITY

The management of the Authority, and the direction and control of the working forces, including but not limited to the right to hire or rehire, suspend or discharge for proper cause, reclassify or transfer, and the right to relieve employees from duty because of lack of work, changes in the art or for any other legitimate reason, is vested solely and exclusively in the Authority, provided that this clause shall not be used for purposes of discrimination against any member of the Union.

The type of work that an employee shall perform, at any given time, shall be determined exclusively by the Authority. It shall be a violation of this Agreement if any employee of the Authority, for any reason whatsoever, refuses to work on a job or project that he has been assigned to by any management personnel. In all cases of discharge, separation or furlough, any grievance with reference thereto shall be filed in writing with the Authority within seven (7) days after the employee receives written notification thereof.

SECTION 6 - DEDUCTION OF DUES

The Authority agrees to deduct from the wages of employees dues payable to the Union (if within the authority of the national constitution and by-laws of the Union) provided the Authority has been authorized to do so by a majority vote of all the employees in the Union, taken by secret ballot, and has received the written authority form each employee whose wages are affected. The Union shall notify the Authority, in writing, of any change in the amount to be withheld by the Authority from the pay due each member of the Union.

SECTION 7-SUBTERFUGE

The parties will not engage in subterfuge for the purpose, or with the result, of defeating or abating the provisions of this Agreement.

SECTION 8 - PROBATIONARY PERIOD

All employees hired by the Authority on and after January 1, 2014, shall be classified as probationary during a period of one hundred eighty (180) days, during which time the Authority may dismiss any such employee at its discretion. During the probationary period, newly hired employees shall enjoy no seniority rights whatsoever but, thereafter, their seniority rights shall revert to the date of their employment. Time missed due to absence for a compensable injury will not count as part of the probationary period.

Hospitalization insurance coverage will be provided by the Authority, and regular holiday pay will be made to probationary employees the same as regular employees during the probationary period. No other fringe benefits will be paid or shall accrue during the said one hundred eighty (180) days probationary period.

SECTION 9 - GRIEVANCE PROCEDURE

Any dispute or grievance (which means a bona fide dispute or difference as to wages, rates of pay, hours of work or other conditions of employment which is not specifically determined by one provision of this Agreement) shall be settled as promptly as possible and without any interruption of work but, if unsettled, shall be worked out as hereinafter stated. It is agreed that both the Union and the Authority have a mutual interest in the settlement of all grievances through the grievance machinery provided for herein, and that every effort should be made by both parties to see that grievances are handled properly.

Should any differences arising between the Authority and the Union, or its members employed by the Authority as to the meaning and application of, or compliance with, the provisions of this Agreement, or should any grievance or dispute arise between the parties hereto, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately in the following manner:

A. The grievance shall first be discussed by the grievant with his immediate supervisor within ten (10) days of the occurrence of the event-giving rise to the dispute.

B. If the grievant or the Union is not satisfied with the disposition of the grievance in Step A, the grievant or the Union shall, within ten (10) days of the discussion with the immediate supervisor, reduce the grievance to writing on a form agreed upon by the Union and the Authority, stating the application provision(s) of the Agreement involved. The written grievance shall be filed with the immediate supervisor who shall respond within ten (10) days.

C. If the Union is not satisfied with the written answer at Step B, the Union shall, within ten (10) days of receipt of that written answer, appeal the grievance to the designated representative of the Authority, and a meeting will be scheduled between the representatives of the Union and the Authority to attempt to resolve the dispute. Within fifteen (15) days after the conclusion of that meeting, the Authority shall provide its written answer to the Union. An employee shall have the right to have a representative of the Union present with him at any step of the grievance procedure.

D. If the dispute still remains unsettled, then the mandatory arbitration provisions of Section 903 of the Public Employee Relations Act shall be followed.

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Once the procedures in Paragraphs A through C above have been exhausted, and before proceeding with arbitration, either party shall have the right to refer the dispute for non-binding mediation through the services of the Pennsylvania Bureau of Mediation.

The Authority's obligation to pay for lost time shall be limited to one (1) member of the grievance committee from the Authority's sewage treatment plant.

SECTION 10-PURGING OF EMPLOYEE FILE

If, and only if, The Municipal Authority of the City of McKeesport is dissolved and/or ceases to exist as of December 31, 2017, or any date prior thereto, any disciplinary action imposed upon an employee of MACM more than twelve (12) months prior to the dissolution date of MACM, except for termination of employment, and provided such employee has had twelve (12) months of consecutive employment following the previous disciplinary action without any other or additional disciplinary action being imposed upon the employee, shall be purged by MACM at the time of dissolution or prior thereto. If MACM continues to exist after December 31, 2017, then this provision is of no effect.

ARTICLE II

SECTION 1 - WORK WEEK

The regular working scheduled for non-shift employees shall be forty (40) hours per week consisting of five (5) days, each eight (8) hours in length, Monday through Friday. The schedules for the Outside Operators, except for the Monday-Friday Outside Operator, will include weekends.

The regular schedule for shift employees shall consist of five (5) regular eight (8) hour work days. The Union recognizes that for the purpose of efficient management, shift periods may begin on any day of the week. The scheduling of shift employees shall conform to a schedule to be put into effect by the Authority at the time of the signing of this Agreement, and each shift employee affected, may at any time, ascertain his position in the schedule. In the event a knockout crew exists, the schedule for the employees serving on this crew will be determined after the vacation schedule for all employees is finalized. In this regard, the Authority shall guarantee the forty (40) hours per week for the back-up positions.

Though the normal work week is considered a forty (40) hour week, the Authority need not provide forty (40) hours of work to any employee in any one (1) week. Where an employee does not work forty (40) hours a week, he shall be paid only for the hours actually worked.

SECTION 2 - TEMPORARY TRANSFER

If employees are temporarily transferred from a job in which they are regularly employed to another job paying a lower hourly rate, there shall be no reduction in wages during the entire period of transfer, and if employees are temporarily transferred to jobs paying a higher hourly rate, they shall receive such higher rate while so employed during the entire period of transfer. During this transfer, the employee's work schedule will change to include this period, provided a five (5) day notice has been issued. Notification of a transfer with less than five (5) days' notice will not be considered a schedule change and, therefore, be subject to the First and Second Days Off Premium Pay. The temporary transfer pay rate will not include holidays, personal days, funeral days, sick days, vacation and jury duty unless the transfer exceeds thirty (30) calendar days.

SECTION 3 - GUARANTEED HOURS

Employees who report to work on order of the Authority, either expressed or implied, and who are not put to work, shall receive a minimum of two (2) hours pay. Employees shall not be required to remain at their homes for emergency calls, but if called out for an emergency, they shall be paid, in addition to the actual hours worked, one-half (1/2) hour reporting time at the applicable overtime premium rate, with a minimum guarantee of two (2) hours at the overtime premium rate.

Regular employees working outside the sewage treatment plant shall not be laid off on regularly scheduled work days because of inclement weather. This, however, shall in no way limit the right of the Authority to utilize those employees in any other available work at their regular rates of pay, or the rate set forth in the SECTION entitled "TEMPORARY TRANSFER". The judgment of the Superintendent, or other management personnel, as to the degree of inclemency shall be conclusive.

SECTION 4 - HOURS OF EMPLOYEES WORKING OUTSIDE SEWAGE TREATMENT PLANT

Regular employees engaged in maintaining the intercepting sewer system and appurtenant facilities thereof, including those who drive automobiles or trucks incidental to their work, and regular employees engaged in inspecting and sampling sewage and industrial wastes, shall start from the sewage treatment plant, unless otherwise directed, at 8:00 a.m. and return to the sewage treatment plant at 4:00 p.m. prevailing time. Authority trucks and automobiles are not to be used to drive to restaurants or home for lunches, or for any other personal reason whatsoever.

SECTION 5-HOURS OF EMPLOYEES WORKING AT SEWAGE TREATMENT PLANT

The hours of work of the rotating shift shall be:

First Shift	12:00 (midnight)	to	8:00 a.m.
Second Shift	8:00 a.m.	to	4;00 p.m.
Third Shift	4:00 p.m.	to	12:00 (midnight)

The hours of work of non-shift employees shall be 8:00 a.m. to 4:00 p.m. prevailing time, unless otherwise mutually agreed upon. In order to address the business needs of the Authority, the parties agree to cooperate regarding requests for work schedules other than the schedule set

forth in this Section.

SECTION 6 - WAGES

Regular employees of the Authority shall be paid the following hourly rates:

Classification

1-1-2016 1-1-2017

General Laborer*	\$19.96	\$20.46
Utility Laborer*	\$20.68	\$21.20
Outside Operator	\$25.60	\$26.24
Shift Laborer	\$24.70	\$25.32
Filter Belt/Press Operator	\$26.53	\$27.19
Maintenance Mechanic	\$28.84	\$29.56
Lab Tech I	\$21.39	\$21.92
Lab Tech II	\$27.00	\$27,68
Vactor Truck Operator	\$27.83	\$28.53
Operator	\$27.00	\$27.68
Line Maintenance Laborer	\$22.59	\$23.15
Equipment Laborer	\$24.70	\$25.32
Field Supervisor	\$27.83	\$28.53
Camera Truck Operator	\$27.83	\$28.53
Back-Hoe Operator	\$30.27	\$31.03

*New hires will be placed into the category of General Laborer until such time as they obtain an "A" State Certificate, at which time they will progress to the position of Utility Laborer. An employee in the position of General Laborer cannot progress out of the position of General Laborer until such time as that employee obtains a State Certificate. If a new hire already holds a State Certificate, that individual will be placed into the position of Utility Laborer.

The wage rates set forth above are based on the following percentage increases:

January 1, 2017¹

2.50 %

There shall be a \$.50/hour premium per year for those employees with a Class A.

Certificate. This benefit will not apply to any employee hired after May 1, 2002. The Operator

position does not qualify for the \$.50/hour premium for holding the A Certificate.

¹ To be paid retroactive to 1-1-17.

In addition to the above rates, there shall be a shift differential payment of \$0.35 per hour when the above-mentioned employees work the first shift, and \$0.25 per hour when the above- mentioned employees work the third shift. Shift differential can be waived by the employee if an employee's hours are shifted for the sole benefit of the employee and agreed to by all the parties involved.

SECTION 7 - PREMIUM PAY

A. <u>OVERTIME</u>

1. One and one-half (1-1/2) times the regular hourly rate shall be paid for:

- a. All hours worked in excess of forty (40) hours in any one (1) week.
- b. All hours worked in excess of eight (8) hours in any one (1) day.
- c. All hours worked on an employee's first scheduled day off.

2. Two (2) times the regular hourly rate shall be paid for all hours worked on the employee's second regularly scheduled day off in any work week provided the employee has worked the first regularly scheduled day off.

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

4. The above premium rates shall apply only in the case of work actually performed. Thus, such rates will not be included in the computation of vacation pay, personal leave days, holiday pay, allowance for funeral, jury duty, or disability benefits provided for in ARTICLE III.

B. SATURDAY AND SUNDAY WORK

1. One and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked on Saturday and Sunday.

2. The provisions in regard to premium or overtime pay for Saturday work shall not apply to shift employees, since shift periods may begin on any day of the week.

3. No employee shall be paid both daily or weekly overtime and overtime for Saturday and/or Sunday work for the same hours worked.

4. The above premium rate shall apply only in the case of work actually performed. Premium rates will not be included in the computation of vacation pay, holiday pay, personal leave days, allowance for funeral, jury duty, or disability benefits provided for in ARTICLE III.

C. HOLIDAY WORK

1. Two and one-half (2-1/2) times the regular hourly rate shall be paid for all hours worked on the holidays listed in ARTICLE III, SECTION 1, hereof.

2. This premium rate shall apply only in the case of work actually performed. The premium rate will not be included in the computation of vacation pay, holiday pay, personal leave days, allowance for funeral, jury duty, or disability benefits provided for in ARTICLE III.

3. Hours worked on a holiday shall not be used in any calculation for premium pay for daily, weekly, or Saturday and Sunday overtime. In any case where the holiday falls on a weekend day, employees working on shifts will celebrate the holiday on the actual holiday rather than the closest weekday.

SECTION 8 - SHARING OF OVERTIME

A reasonable effort will be made by the Authority to divide the overtime work among those members of the bargaining unit performing a similar class of work as nearly equally as is possible in accordance with the availability of employees and the skill required, both consistent with the efficient operation of the sewage treatment plant and related facilities. The Union agrees that it will require its members, on the occasions that requests for overtime services are made, to promptly respond to the calls by the Authority for the performance of their duties at hours other than those regularly scheduled. This shall apply equally where an employee is required to work overtime immediately following a regularly scheduled shift. Temporary employees shall not receive any overtime.

SECTION 9 - PAYDAY

All employees will be paid every other Friday.

SECTION 10-JOB DESCRIPTIONS

The parties have agreed on Job Descriptions for every bargaining unit position, and those Job Descriptions are incorporated as part of this Agreement.

ARTICLE III

SECTION 1 - HOLIDAYS

The following holidays will be observed for all regular employees to the extent permitted by work requirements:

> New Year's Day Martin Luther King Day Presidents' Day Good Friday Memorial Day Fourth of July Labor Day Veteran's Day Thanksgiving Day Christmas Day

Holiday pay is to be given only where an employee works on both the day before and the

day following the holiday in question, unless such employee is scheduled off or on vacation.

Holidays occurring on a Saturday will be observed on Friday and holidays occurring on a

Sunday shall be observed on Monday.

SECTION 2 - VACATIONS

During each calendar year, regular employees shall receive vacations with pay computed on the basis of a forty (40) hour week, not including shift differentials. Employees shall receive only the amount of vacation earned during the previous calendar year.

During the first calendar year of employment, beginning with the date of employment and ending on December 31 of that year, employees shall earn five-sixths (5/6) of one (1) work days' vacation for each month of employment. Vacation so earned during the first calendar year of employment may not be taken until after the first anniversary date of employment at the Authority, and must be taken between the first anniversary day of employment and the last day of that calendar year.

From January 1 to December 31 of each calendar year, regular employees will be earning vacations for each subsequent calendar year. On every January 1, each employee shall be credited with the amount of vacation earned the previous calendar year. After the first calendar year of employment, vacations shall be earned as follows:

a. Two (2) weeks' vacation for each full calendar year employed.

b. After five (5) years of continuous employment, three (3) weeks' vacation for each full calendar year employed.

c. After ten (10) years of continuous employment, four (4) weeks' vacation for each full calendar year employed.

d. After fifteen (15) years of continuous employment, five (5) weeks' vacation
e. After twenty (20) years of continuous employment, six (6) weeks' vacation for each
full calendar year employed.

f. In determining the amount of vacation in those years in which an increase occurs, the amount from the previous year plus five-twelfths (5/12) of a day for each month worked after the employee's anniversary date rounded to the nearest whole day.

Vacations can be scheduled and taken for the week which includes New Year's Day, but no employee shall have more than two (2) consecutive weeks of vacation at any time.

Upon termination of employment, all employees shall be paid for any vacation earned during the previous calendar year of employment but not yet taken.

All vacation days earned the previous year must be taken during the calendar year immediately following and cannot be carried over to any subsequent year.

The Authority is willing to buy back up to one (1) week of vacation from any employee wishing to do so. The request must come from the employees when submitting their vacation dates for consideration. If by granting these requests the Authority feels that it may place a burden on the budget, it may either reduce the number of days granted or deny the requests altogether. If the Authority decides to purchase vacation, employees will receive the economic benefit of that decision by the end of January.

SECTION 3-PERSONAL LEAVE DAYS

After the one hundred eighty (180) days probationary period provided for hereinabove, each regular employee of the Authority shall accumulate one (1) personal leave day for each three (3) months of employment, with a limit of four (4) days in any one (1) year. There shall be only one (1) personal leave day available in the final quarter of the year. Other personal leave days can be used at any time.

The personal leave days must be applied for at least forty-eight (48) hours prior to the day being requested as a personal leave day. In granting personal leave days, the Authority will take into consideration the day or days desired by the employee and the convenient and efficient operation of the Authority's facilities, as well as any related overtime costs.

SECTION 4 - JURY DUTY

Employees called for jury duty, upon presentation of proof of service of jury duty, shall be paid the difference between their regular daily wages and the amount actually received for jury duty service for days not worked at the Authority. Transportation allowance shall not be considered as part of the allowance for jury duty service.

SECTION 5 - LEAVE OF ABSENCE

Subject to the mutual consent of the Union and the Authority, an employee may be granted a leave of absence for good cause to be determined solely by the Authority for a period of up to ninety (90) days without prejudice to his seniority or other rights. All leaves of absence to be granted an employee shall not affect his right to continue to be a bona fide employee of the Authority. If said employee, during the period of leave of absence, either seeks or accepts employment with any other employer, he shall be deemed to have forfeited an abandoned his employment with the Authority.

SECTION 6 - SICKNESS, ACCIDENT AND LIFE INSURANCE BENEFITS

Each employee of the Authority shall be permitted a total of ten (10) days sick leave per year with pay and shall have the right to carryover five (5) or fewer of any of those unused sick days to a maximum accumulation of fifteen (15) unused paid sick days. If and when an employee reaches the maximum accumulated number of fifteen (15) unused sick days, and so that the employee does not lose the benefit of carryover sick days beyond the maximum number of fifteen (15), at the end of each calendar year of this Agreement the employee shall be reimbursed by the

Authority for up to five (5) unused sick days beyond the accumulated maximum number of fifteen at his/her then current hourly rate.

If an employee's absence from work due to sickness or injury is for one (1) day, the employee will be paid for that day's wages without a physician's excuse. If an employee's absence from work is for two (2) or more'days, the employee will be paid for those days' wages, but only upon providing a physician's excuse after returning to work.

In the event an employee sustains a major illness during the year and has exhausted his/her sick days and accumulated sick days to the maximum number fifteen (15), short-term disability insurance shall take effect after the fifth (5th) working day of absence, following the exhaustion of all sick days and accumulated sick days. Major illness is defined as that event which qualifies the employee for short term disability insurance.

Short Term Disability shall be at the rate of seventy percent (70%) of weekly income with a maximum rate of Six Hundred and 00/100 (\$600.00) Dollars per week and Long Term Disability shall be at the rate of sixty-six and 7/10 percent (66.7%) of weekly income with a maximum of Three Thousand Five Hundred and 00/100 (\$3,500.00) Dollars per month as stated in the Disability Booklet.

The plans of group life insurance, accidental death and dismemberment insurance, weekly accident and sickness benefits, hospital, medical, surgical, eye care and dental benefits are described in detail in booklets given or to be given to each employee, which booklets describe in detail the benefits to which the employees are entitled. For the period commencing January 1, 2017, through December 31, 2017, employees shall not pay any premium amounts or premium share amounts towards their hospital/medical/eye care/dental benefits, but their co-pay amounts towards hospital/medical/eye care/dental visits and prescriptions shall remain the same in each category as they were for the period of January 1, 2016 through December 2016.

The employee death benefit under the term group life insurance shall be Forty-Three Thousand and 00/100 (\$43,000.00) Dollars.

The premiums for these programs, except as otherwise provided for herein, shall be paid by the Authority. The Authority shall have the flexibility to change health insurance plans for the purpose of saving on premiums, provided that the level of benefits provided through the new plan is substantially equivalent to the level of benefits provided under the plan in effect in December 2016, and provided that the Union will be entitled to have input into the process of changing plans.

The Authority will permit employees to opt out of health insurance coverage. Each year prior to the renewal date of the health insurance coverage the Authority will offer employees by seniority the opportunity to opt out of this coverage for the following calendar year. In order to be eligible for the opt-out, the employee must give proof of alternate health insurance coverage. The maximum number of employees who may opt out at any time shall be determined by the health insurance carrier. The rate of opt-out will be 50% of the monthly premium in effect at the time of the opt-out times twelve months. The coverage level will be the level in effect for that employee at the time of opting out.

The Authority shall purchase hospitalization insurance coverage and pay the premium cost at any one time for each and every retired employee between the age of sixty-two (62) years and sixty-five (65) years, subject to the same deductibles that apply for regular employees.

On the first anniversary of retirement, the employee shall receive a one (1) time lump sum cash payment of \$3,000.00 (subject to all tax deductions) in lieu of receiving any paid up life insurance policy.

SECTION 7 - PENSION

All employees covered by this Agreement shall be participants in the Authority's pension plan which is described in detail in booklets given to each employee and which will now provide an additional pension payment of two (2%) percent for each year of service over twenty (20) years up to thirty-five (35) years of service.

Each employee's share of contributions to the pension plan shall be 4.0% of the employees' wages eligible for pension calculation.

The parties agree to remove the Late Retirement date and Late Retirement provision of the current Agreement and the current Pension Plan of the MACM. The necessary amendments shall be made to the Plan to account for this change.

SECTION 8 - EDUCATION

The Authority will bear the expense of all education courses at accredited institutions dealing with waste water treatment, where the employee, taking such course or courses, attains a grade level performance of at least a "C", or the equivalent thereof.

Any educational benefits under this SECTION will be granted upon prior approval of the Board of the Authority after recommendation of the Superintendent.

SECTION 9 - FUNERAL LEAVE

In case of the death of a spouse, parent, child, brother, sister, father-in-law, or mother-in-law or grandparent of an employee, three (3) days fimeral leave shall be granted with pay. In case of the death of a brother-in-law, sister-in-law or a grandchild, one (1) day funeral leave shall be granted with pay.

ARTICLE IV

SECTION 1 - SENIORITY

Seniority is the status secured by continuous service with the Authority, and where appropriate, within a job classification to which certain rights, as defined herein, accrue to a regular full-time employee.

It is agreed between the parties that seniority rights shall not apply until after one hundred eighty (180) days continuous employment and/or at the date the employee becomes permanent should the probation period have been extended, at which time seniority rights shall revert to and be considered to have been in full force and effect from the beginning of continuous employment.

In all cases of layoff and recall, the Authority agrees to let seniority control. In all cases of transfer and leave of absence, the authority agrees to take into consideration the employee's qualifications and seniority.

It is agreed that the Operators shall be recognized as part of the bargaining unit. The seniority of these Operators shall date back to the earliest date of continuous employment with the Authority.

Regarding the filling of Operator and Maintenance Mechanic positions, the Authority shall fill any vacant position based on the procedure for other bargaining unit positions, except that the Authority shall fill the positions based on skills, abilities and qualifications with due consideration of each applicant's seniority. If two applicants have relatively equal qualifications, then seniority shall prevail. The Union has the burden of proof in any grievance brought under this section, including the issue of whether the Authority's determination of skills, abilities and qualifications was inerror.

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With regard to the filling of Turn Laborer positions, the Authority shall fill any vacant position based on the procedure for other bargaining unit positions, except that the Authority shall fill the Turn Laborer positions based on skills, abilities, qualifications and Certification, with due consideration of each applicant's seniority. In particular, employees who have an "A" Certificate will have preference over the seniority of other applicants who do not possess an "A" Certificate. If two applicants have relatively equal qualifications and Certifications, then seniority shall prevail. The Union has the burden of proof in any grievance brought under this section, including the issue of whether the Authority's determination of skills, abilities, qualifications and Certifications was inerror.

In regards to other vacancies posted pursuant to SECTION 3 of this ARTICLE, seniority shall prevail. Upon promotion, the successful bidder shall begin a ninety (90) day probationary period. However, Authority management may cut the probationary period short if, in the opinion of Authority management, it has become clear that the employee is not qualified for the position and/or cannot perform the duties of the position in a man ler which is safe to himself, others, and/or members of the public. A decision by management that a promoted employee has not successful completed his probationary period is subject to the grievance arbitration procedure. Such a decision must be sustained, by a grievance arbitrator, unless it is shown that the decision of management was arbitrary or capricious. In the event that a promoted employee does not succeed in his probationary period, he shall return to the job from which he was promoted, with no loss of seniority on that job and the Authority shall re-bid the vacancy. A decision by the Authority that there are no qualified bidders for a job is subject to challenge in the grievance procedure. Again, this determination by management must be sustained unless it is shown that this management conclusion was arbitrary and capricious. It is agreed that there shall be no age adjustment during this promotion probationary period.

An employee who is awarded the bid on a job will not be eligible to bid on other jobs for a period of twelve (12) months from the date of the award. This bidding restriction will not apply when an employee is bidding to a higher level position within his/her department (i.e. Plant Operations or Collection System).

It is further agreed between the parties that an employee shall lose his seniority, for all purposes, upon any of the following:

1. Retirement, other voluntary termination, or permanent and total disability.

2. Discharge for cause.

3. When an employee is either absence for seven (7) consecutive working days without notifying the Authority, or fails to give satisfactory reason for such failure to notify the Authority.

4. When an employee fails to report to work at the Authority when due to return to work from a leave of absence, or fails to notify the Authority of his work availability within seven (7) days of a receipt of a recall notice, or fails to give satisfactory reason for such failure to notify the Authority.

SECTION 2 - SERVICE IN ARMED FORCES

Any employee entering military or naval service during wartime or during peacetime, involuntarily, or while subject to being drafted, shall accumulate seniority during such period of service and, at the end of his military or naval service, the employee will be reinstated to his former position or to an equivalent position, unless the Authority's circumstances have so changed as to make it impossible to do so and provided the employee:

1. Has received a certificate to the effect that he has completed the period of service required;

2. Is still qualified to perform the duties of his former position;

3. Has been honorably discharged;

4. Makes application for re-employment within thirty (30) days after he is relieved from such service.

SECTION 3 - POSTING JOB VACANCIES

Whenever a vacancy occurs in any classification other than laborer, the fact of such vacancy and the intention of the Authority to fill same shall be posted upon the bulletin board, in the checkin-office at the Sewage Treatment Plant, for a period of five (5) days prior to the filling of such position.

ARTICLE V

SECTION 1 - SAFETY

The Union and the Authority agree that their officers and members will comply with the Authority's rules and regulations relating to safety, economy, continuity of service, and efficiency in service to the public.

When employees are required to work within the traveled cartway of a street, the Authority will provide sufficient barricades and warning signs to protect the workmen. Where physically practicable, the Authority will furnish a ladder for entry to Authority structures five (5) feet or more deep. The Authority will furnish, and keep in good condition and repair, all trucks used to haul employees to and from work. Boots will be individually furnished to employees required to wear boots, and gloves will be furnished. The Authority will reimburse each employee Fifty (50%) percent of the total cost of safety shoes to a maximum of fifty dollars (\$50.00) per year, based on the employee providing appropriate documentation of the purchase.

SECTION 2 - MEALS FURNISHED

The Authority agrees that, when an employee remains at work for four (4) hours or more after completion of his regular day, he shall be furnished meals at the following intervals:

One (1) meal at the end of the first four (4) hours;

One (1) meal at the end of each four (4) hour interval thereafter during such overtime work.

If meals are not provided in accordance with the above schedules, the employees shall receive, in lieu thereof, \$3.75 for each meal not furnished. When employees are notified to bring a lunch and report to work, at a specified time outside of regularly scheduled hours, no meals will be given to such employees working less than twelve (12) hours. If working conditions require that meals be eaten on the job, the employee's time continues but I if he leaves the job to obtain a meal, the time stops during that period.

ARTICLE VI

SECTION 1- RESIDENCY POLICY

It is the policy of the Authority that if qualified job applicants are available that have City residency, these applicants will be given priority in employment to fill positions of the Authority. If a qualified City resident is not available to fill a position, applicants with residence within the service area of the Authority would be considered prior to other applicants from outside the service area the service area.

Effective December 14, 2005 the employee hired with City Residency, or hired with a condition of obtaining residency, shall maintain a residence within the City limits of the City of McKeesport at all times during his/her term of employment with the Authority. It is also the policy of the Authority that any employee losing City residence shall be in violation of this policy and employment shall be terminated.

ARTICLE VII

SECTION1-SUCCESSORS

In the event of any sale, transfer, or lease of the operations and maintenance of the McKeesport Municipal Authority during the term of this Agreement, including the whole or any portion or part thereof, which is under contract with Local 433, such sale, transfer, or lease agreement shall be specifically conditioned upon the purchaser, transferee, or lessee offering any employment opportunities for the work sold, transferred, or leased first to those employees in the bargaining unit represented by Local 433 who are affected by such sale, transfer, or lease. Such sale, transfer, or lease agreement shall also be conditioned upon the purchaser, transferee, or lessee recognizing the McKeesport Municipal Authority seniority of those employees accepting employment with the purchaser, transferee, or lessee and conditioned upon the purchaser, transferee, or lessee's prior written agreement to honor this Agreement for the remainder of its term with reference to the transferred portion of the McKeesport Municipal Authority operations and maintenance. The Union shall be given at least sixty (60) days' notice that such operations are being transferred to a particular party.

SECTION 2. SEPARABILITY AND SAVINGS CLAUSE

If any ARTICLE or SECTION of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any ARTICLE or SECTION should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such ARTICLE or SECTION that has been held invalid or enforcement of or compliance with has been restricted as set forth above.

SECTION 3-EFFECTIVE DATES

This Agreement goes into effect the 1st day of January, 2017, and shall continue in force and effect until December 31, 2017.

THIS AGREEMENT has been entered into by the parties hereto, intending to be legally bound hereby, for the period from January 1, 2017, and ending at midnight December 31, 2017.

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ATTEST:

Stitle

THE MUNICIPAL AUTHORITY OF THE CITY OF McKEESPORT, COUNTY OF ALLEGHENY, PENNSYLVANIA

Chairman

ATTEST:

THE UTILITIES WORKERS UNION OF AMERICA, AFL-CIO

APPENDIX A

UWUA LOCAL 433 and MACM

SIDE LETTER FOR INCUMBENT OPERATORS, COMPENSATORY TIME AND REVISIONS FOR EMPLOYEES HIRED AFTER MAY 1, 2004 ONLY

INCUMBENT OPERATORS

Effective January 1, 2014, any incumbent Operator or Outside Operator who holds a valid wastewater certificate, which will permit the employee to make and implement process control decisions under the Pennsylvania DEP guidelines as of that date will be required to maintain the certificate as long as the employee remains in the position.

For the duration of the contract, the bargaining unit employees holding waste water certificates will agree to volunteer on a monthly basis (to be rotated by seniority) to be available on call for process control decisions on any turn where there is no licensed operator on the property at the time.

COMPENSATORY TIME

- For hours in excess of 40 hours/week or eight hours/day
- Only for time attending mandatory meetings or training
- Earned at the discretion of management
- Earned at one and one-half times the hours worked
- Cannot trigger an overtime event
- Can only accumulate to 16 hours
- Must be used in increments of four hours or more, if accumulated
- Must be used by December 15th
- Paid at the rate it was earned if not used by December 15th
- Use must be requested 48 hours in advance

OTHER REVISIONS FOR EMPLOYEES HIRED AFTER JANUARY 1, 2014 ONLY

Employees hired after January 1, 2014, will only be eligible for retiree health insurance benefits at the rate of two months of coverage per one year of service.

APPENDIX B

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SIDE LETTER RE DUQUESNE/DRAVOSBURG SUPERINTENDENT

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.1.1

The parties, Municipal Authority of the City of McKeesport (hereinafter the "Authority") and Utility Workers Union of America, Local, Union No. 433, AFL-CIO (hereinafter the "Union"), hereby enter into this SIDE LETTER this _____ day of _____, 2011, intending to be fully and finally bound hereto, as follows:

1. The Authority has acquired and taken over the operation and maintenance of the Duquesne and Dravosburg treatment plants. In connection with the acquisition of the Duquesne treatment plant, the Authority hirsd the management employee who had been responsible for the operation of the Duquesne plant, and the Authority has determined to continue to employ that individual in a managerial capacity as a Superintendent at the Duquesne and Dravosburg facilities.

2. The Authority and the Union acknowledge that some duties being performed by the Superintendent at the Duquesne and Dravosburg facilities are managerial in nature and some duties are similar in nature to work performed by bargaining unit employees. In addition, the Authority and the Union isknowledge that barguining unit employees have been assigned on a relief basis to perform bargaining unit work at the Duquesne and Dravosburg facilities.

3. The Authority and the Union agree that for so long as the current incumbent remains in the Superintendent position he will continue to perform both managerial and rank-and-file duties at the Duqueaus and Dravosburg facilities. In addition, for so long as the current incumbent remains in the Superintendent position, the parties agree that bargaining unit personnel will continue to perform bargaining unit work on a relief basis as assigned at Duqueaus and Dravosburg.

4. When the current incumbent vacates the Superintendent position, or upon any significant change in the operation of the Duquesne and/or Dravesbing facilities, the Authority and the Union will bargain over the bargaining unit duties that were performed by the Superintendent as well as any other bargaining unit work to be performed at these locations.

5. The Authority and the Union agree that this SIDE LETTER will only be applied to the situation covered herein and will not set a precedent for any other situation that may arise between them. The Authority and the Union specifically agree that neither party will rely on this SIDE LETTER for any reason or in any other situation except a proceeding to enforce its terms. Is particular, the parties inlead and agree that this SIDE LETTER will not set any precedent for either party in the event the Authority acquires any other facility or asset in the future.

BASED ON THE FOREGOING the Authority and the Union enter into this SIDE LETTER this _____ day of ______, 2011.

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT BY Date:

ÙΠ WORKERS L UNION NO. B Da

APPENDIX C

JOB DESCRIPTIONS Operator......A.2 General Laborer......A-5 Vactor Truck Driver......A-9² Outside Operator......A-10³ Laboratory Technician......A-114 Line Meintenance Laborer. A-12 Field Supervisor......A-14 Camera Truck Operator......À-155 Back-hos Operator......A-16

Certification

All current Shift Laborers who are not certified may be required by the Authority to take all researably located certification exams given by the Pennsylvania DEP. From the effective date of the contract extension, successful applications for future Shift laborer positions must be certified. If no certified employee(s) bid for the position, the most senior non-certified bidder will be awarded the position.

The Authority will pay the cost of the certified ename and pay for certificates and renewals.

¹ Requires Pennsylvania Wastewater A License ² Requires Class B Commercial Driver's License

¹ Requiras Pennsylvania Collection II License

^{*} Lab Tech I - 2-year Associate Degree (Related Science) Lab Tech II - 4-year Eachelor Degree (Related Science) * Requires Pennsylvania Westewater A License

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PRIMARY FUNCTION

Works under the direct appervision of the Field Supervisor in maintaining the collection system lines, manholes, outch basins, and all other appurtenances. Fills in for Field Supervisor when necessary requirements are met. Assists other MACM personnel as needed.

EXAMPLES OF WORK

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- · Loads and unloads supplies and materials menually,
- Climbs ladders and steps in order to carry out assigned tasks.
- Operates all necessary safety equipment.
- · Engages in cleaning catch basins, sewer lines, manholes, and other related sewer structures.

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- · Assists in the installation of new sewer lines.
- Opens sower covers, chasics for gas, uses gas monitors, and blows in fresh air (as needed).

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Performs excavation work such as digging ditches and trenches.

- Responds to all emergency call-outs.
- · Assists other sewer grave in the department as needed.
- · Performs all other duties as required by management.
- . Works overtime as required.

Facility Management . Equipment Laborer . Full time - Union Employee . Maintenance Manager

PRIMARY FUNCTION

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Works with Sewer Cleaning Truck Operator and/or Camera Truck Operator to maintain Authority sewer lines. Works in the City of McKeesport and other designated communities on sewer line maintenance. Is the backup operator for the sewer cleaning truck or the camera truck (unless an employee is already grand-fathered in the backup position).

EXAMPLES OF WORK

- Assists the sewer cleaning truck operator and/or the camera truck operator in maintaining the sewer lines.
- Cleans catch basins, unclogs sewer lines, cleans and horse regulators, and flushes force mains.
- Removes manhole covers and raises/lowers camera equipment of various weights into and out of manholes of various depthe.
- · Makes minor adjustments to equipment using simple hand tools.
- Assists outside crew, mechanics, or works in plant as needed.
- · Informs supervisor when inspections or repairs are required.
- Assistant equipment operator in replacing hoses and making minor repairs to truck and equipment.
- Assists equipment operator in performing dye tests and other forms of troubleshooting techniques to correct sewer related problems.
- · Wash, olean, and maintain truck & equipment.
- Becomes the operator for the sewer cleaning truck or camera truck in the absence of the full time operator.
- · Performs all other job duties as required by supervisors.
- Works overtime as required.

Facility Management Field Supervisor Full time - Heurly Employee Field Manager

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RRIMARY FUNCTION

Responsible for maintenance and unkeep of the collection system lines, menholes, catch basine, and all other appurtenances. Acts as working foreman and assists with all work related activities. Oversees laborers under his/her supervision.

EXAMPLES OF WORK

- Engages in cleaning catch basins, sewer lines, manholes, and other related sewer structures.
- Opens sewer covers, checks for gas, uses gas monitors, and blows in fresh air (as needed).
- · Digs holes and ditches as required.
- · Supervise assigned laborers to ensure that work assignments are being completed.
- . Records unusual conditions of sewage flow or odors.
- Reports any malfunctions of bypusses, clogged or broken lines and basins, etc. to Supervisor.
- Fills out reports and logs information.
- · "Completes and files Confined Space sheets.
- · Checks, cleans, and maintains collection system to prevent and minimize.CSO's.
- · Reports significant abnormalities of equipment or structures to supervisor,
- · Verifies all necessary tools and equipment on truck.
- Assures oraw compliance with safety procedures such as confined space entry, look-out, and all safety regulations.
- · Operates and maintains computerized equipment if applicable.
- · Assists other sewer crews in the department as needed.
- . Works overtime as required.
- Performs all other lob duties as required by supervisors.

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Facility Management Camera Truck Operator & (Backup) Full time – Union Employee

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PRIMARY FUNCTION

Operates vehicle to maintain/inspect Authority sewer lines, service community fines and other designated areas.

EXAMPLES OF WORK

- Performs pre-trip inspection of Camera truck.
- · Drives and operates vehicles to designated location and assignments.
- Removes manhole covers and miscs/lowers camera equipment of various weights into and out of manholes of various depths.
- Televise/inspects various sewar lines/piping.

Makes minor adjustments to equipment using simple hand tools.

- · Fills out daily log book on completed tasks.
- · Assists outside orew, mechanics, or works in plant as needed.
- Informs supervisor when inspections or repairs are needed.
- · Makes minor repairs to truck & equipment.
- · Wash, clean, and maintain truck and equipment.
- · Performs dye testing and other forms of troubleshooting techniques to correct problems.

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- Records and file all videos and documents.
- · Operates and maintains computer, including software updates and backing up files.
- Works overtime as needed.
- Performs all other job duties as required by supervisors.

Facility Management Backhos Operator Full time – Union Employee Equipment Manager of Collection System

PRIMARY FUNCTION

Operator and maintains backhos to maintain, repair, and replace outch basins and sower lines in a safe efficient manner.

EXAMPLES OF WORK

- Performs pre-trip inspection of backhoe.
- · Drives and operates backhoe to designated location and essignments.
- Repairs catch basins; backhoe/excavates sewer lines, storm lines, trenches, manholes, French drains, and all other operations requiring dig outs, backfilling, back-dragging, tamping and ramhoe.
- Excevates to repair various parts of sewage collection system in a safe and orderly manner.
- Makes minor adjustments to equipment using simple hand tools.
- Fills out daily equipment and work reports.
- · Assists outside crew, mechanics, or works in plant as needed.
- · Informs supervisor when inspections or repairs are required.
- · Replaces hoses and makes minor repairs to backhos and equipment.
- · Wash, clean, and maintain backhoe & equipment.
- Performs all other job duties as required by supervisors.
- Works overtime as required.