Agreement

Between

Local 85

First Level Supervisory Unit

and

Port Authority of Allegheny County

12:01 A.M. July 1, 2016

through

Midnight June 30, 2020

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AGREEMENT FOR FIRST LEVEL SUPERVISORY UNIT COVERING WAGES AND WORKING CONDITIONS

ARTICLE 1

Term of Agreement

This Agreement shall remain in effect from 12:01 A.M. July 1, 2016 through Midnight June 30, 2020, both dates inclusive, and from year to year thereafter unless either party desires a change in the Agreement. In that event, the party desiring the change shall notify the other party in writing one hundred (100) days before June 30, 2020, or any anniversary thereof. This Agreement is prospective in application except for the retroactive payment of the salary increases as set forth in Article 11, Section C.

ARTICLE 2

Union Recognition and Dues Deduction and Union Membership

A. The Authority recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time nonprofessional first level supervisory employees of the maintenance and transportation divisions as certified at PERA-R-93-456-W on November 10, 1994.

B. All employees in job classifications represented by the Union who were members on the effective date of this Agreement shall remain members as a condition of continued employment.

All new employees in the job classifications represented shall, within ninety (90) days of employment, become members and remain members of the Union as a condition of continued employment.

C. Both parties recognize a direct relationship between the Union's ability and willingness to help carry out decisions and strategies for the conduct of the Authority's business and the Union's participation in making and/or developing such decisions and strategies.

D. The parties agree that the cooperation will be enhanced by a representation process that does not involve a contest between them. The Union and the Authority will share their thinking on how to deal with representation issues in a manner conducive to labor-management relations based on mutual respect and trust at all levels.

E. The Authority will make monthly payroll deductions of the Union dues from wages payable to each member of the Union, and make payroll deductions of initiation fees, any general assessment or assessments applicable to all members, exclusive of fines or other similar charges.

The officers of the Union will notify the Authority of the amount of Union dues to be paid by each member, the amount of any general

assessment or assessments which the Union has authorized, and the period over which the deduction of assessments will be made; provided, however, that the deduction of assessments will not extend over a period greater than three (3) months. The above described deductions will only be made from the pay of those employees who are members of the Union and who furnish the Authority with a proper written authorization, with the employee's signature witnessed by an elected officer of the Union authorizing the Authority to check-off the amount of dues and the assessments authorized by the Union; provided, however, that the individual employee may revoke the authorization upon written notice to the Authority and to the Union. The Authority will remit to the Financial Secretary-Treasurer of the Union all monthly dues and assessments deducted.

The form of authorization for dues and assessment check-off to be executed by the employee, as referred to above, shall be:

> "I hereby authorize Port Authority of Allegheny County to deduct monthly from wages due me the authorized Union dues and general assessments under the terms and conditions set forth in the current Agreement between Port Authority of Allegheny County and Local 85 of the Amalgamated Transit Union.
>
> Signed_____
>
> WITNESS:
>
> _____
>
> _____
>
> _____(Date)"

F. Fair Share Fee

Upon ratification, any eligible employee who has not signed a dues check-off card, or any new employee, after such date, who refuses to sign a card shall be assessed a fair share fee to be set by the Amalgamated Transit Union and deducted monthly in accordance with applicable law.

G. Local 85 of the Amalgamated Transit Union shall maintain the privilege of placing at each division or reporting place a separate bulletin board where notices of that Union can be posted for first level supervisors.

H. The Union shall indemnify and save the Authority harmless against any and all claims, demands, suits or other forms of liability that may arise in any way out of or by reason of action taken or not taken by the Authority pursuant to the provisions of Article 2-B, C and D.

I. Any member who is elected or appointed to any office of the Union or the International Union shall, upon his/her retirement from said office, be reinstated to his/her former position with his/her seniority rights in the employ of the Authority. Union officers returning to active service as of August 1 of the current year shall be entitled to receive full benefits accrued while holding full time union office.

ARTICLE 3

Management

The Authority retains the exclusive right to manage the Authority and to direct the employees and shall have for such purpose all normal, inherent and legal rights of management. Without limiting the foregoing statement, the parties specifically recognize that it includes the right of the Authority to establish, maintain and change from time to time reasonable rules to assure continuously improving transit service and operations and to enforce the same. A failure to exercise any right reserved by this Article shall not constitute a waiver thereof.

ARTICLE 4

Cooperation in Bargaining Relationship

A. Both parties to this Agreement commit to cordial relations, one with the other, and cooperation in solving the problems of the Authority as well as the unit employees. Both parties agree to be fair and just in all their dealings. Toward that end, the Authority agrees to meet and negotiate with the Union through its accredited officers, committees and representatives on all questions, grievances and complaints which are mandatory subjects for collective bargaining that may arise between them.

B. Labor-management cooperation and employee involvement on a sustained basis are key elements of organizational effectiveness. The guidelines set forth below should foster the development of these elements.

1. Both parties commit to employee involvement to pursue continuous improvement in service and product quality,

productivity, work environment, employment security, safety performance and such other vital areas upon which the parties may agree. Cooperation and involvement efforts should be periodically evaluated to ensure that they are meeting any objectives agreed to by the parties.

2. Cooperation and involvement efforts can often lead to constructive and necessary changes in management or union structures or processes. However, cooperation and involvement efforts must not be used as a device by which either party attempts to bypass, undermine or drive a wedge into the other's established internal structure. Such attempts will inevitably produce distrust, damage and eventual doom for any cooperation and involvement efforts. It is essential that such matters be discussed candidly between Union and Authority leaders so that avoidable and unnecessary misunderstandings do not arise.

3. Cooperation and involvement efforts must be carefully planned and people at all levels prepared for their new and changing roles. The parties should actively collaborate at every stage in the planning and in the development of orientations and training programs pertaining to the cooperation and involvement efforts.

4. Cooperation and involvement efforts require the sharing of relevant information concerning the condition and direction of the enterprise. Union Officers and employees shall be furnished relevant financial information, proposed business plans and other materials which are important for understanding how the Authority is performing and where it is headed. The Union recognizes and accepts its responsibility to work with the Authority to improve the economic performance of the enterprise, in ways that serve the

interests of the customers, employees and the general public. Such information sharing shall take place in good times as well as in times of crisis.

5. It is essential that the parties cooperate and that employees have input in the design and application of new technology, equipment or facilities, and in the planning and development of any new systems for the performance or allocation of work.

6. When the Authority is short of qualified employees in the various job classifications covered by this Agreement to adequately conduct the business of the Authority, it expects that employees represented by the Union will perform the necessary work. The Union and the employees, on their part, recognize it is their obligation, to the utmost of their ability, to perform such work, and will cooperate with the management of the Authority to the end that such work will be effectively and efficiently done.

7. The parties agree to establish a Labor/Management Committee consisting of the Union President/Business Agent, and Port Authority's Director of Employee Relations. This Committee shall have the responsibility to appoint subcommittees.

8. Effective no later than January 15, 2009, a six person (three Union, three Authority) committee shall be constituted. It shall have authority to meet, discuss, exchange information and ideas, and make recommendations about a variety of health insurance issues such as self-insurance, claims audits, joining with other employers in a trust or consortium, different healthcare providers and insurers, achieving a healthier workforce, and any

other matter related to the cost of health insurance. The committee's chair, from July 1, 2012 through October 31, 2013, shall be a Local 85 member, the committee's chair, from November 1, 2013 through March 31, 2015 shall be an Authority representative, and the committee's chair, from April 1, 2015 through June 30, 2016, shall be a Local 85 member. The committee shall meet, at the call of the chair, no fewer than two (2) times each chairship. The parties agree that the Committee shall also be able to discuss and recommend the viability and implementation of a single co-pay for a mail order 90-day supply of drugs.

9. The Union has committed to generating an additional savings of $1.8 million during the life of this agreement. In order to obtain that obligation it shall do the following:

A.) The Union will encourage all retirees who subscribe to the indemnity plan to convert to Freedom Blue/Security Blue or elect other available programs or discontinue coverage.

B.) For every retiree on the indemnity plan who leaves the plan, for any reason, the amount of savings generated by the retiree's leaving the indemnity plan shall be credited toward the designated savings of $1.8 million. It being understood that in the event the retiree elects another plan, the amount Port Authority must pay for that plan shall be charged against that savings.

In the event there are insufficient savings to reach $1.8 million by July 2014, the Health Care Committee shall meet to make suggestions for whatever change is necessary in order to reduce health care cost so as to achieve a total savings equaling $900,000 in each of the last two years of the contract term. These

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savings can be achieved through the change of carriers, plans, plan design or other elements. This amount, however, shall be reduced by the amount the Union is able to obtain from the reduction in the number of retirees on the indemnity plan as set forth in Paragraphs 1 and 2 above. The union shall have the right to designate other areas in which cost savings, attributable solely to their contract, equaling $1.8 million can be obtained.

10. The parties shall establish a committee to discuss and deal with any excessive absenteeism and methods to rectify the same.

11. The parties agree that there shall be established a Service System Design committee which shall study and be a part of any and all recommendations as to how the Port Authority's service and design implementation should be accomplished. There shall be an equal number of members from the Union and the Employer on this committee. This Committee shall also include a representative from the County's Executive office.

ARTICLE 5

Joint Commitment to the Economic Success of the Enterprise

In collective bargaining and beyond, the parties agree to relate economic considerations and work rules to the realities of the marketplace, the needs of consumers, and the legal purposes and obligations of the Authority. The parties will work collaboratively to increase productivity, enhance service quality, and to maintain a safe, healthy work environment and effective work practices.

The parties will collaborate to develop the interpersonal and functional skills of all employees covered by this Agreement in order to enhance their abilities to contribute to the economic success of the Authority. The parties will further collaborate to ensure employees have reasonable opportunities to participate in and lead collaborative projects and improvement efforts.

During the term of this Agreement the parties will make reasonable and persistent efforts to implement this provision.

The parties will jointly develop ways to promote teamwork, employee involvement, and continuous quality improvement throughout the Authority. In particular the parties will collaborate in the development and administration of human resource policies to the ends that the public can enjoy continuously improving transit service and the employees can earn a decent standard of living.

The parties reserve all rights and powers conferred upon them by the Constitution and laws of the Commonwealth of Pennsylvania and the United States, except as expressly modified by this Agreement.

ARTICLE 6

Discipline

A. The Authority has the right to discipline employees covered by this Agreement for just cause under the theory of progressive discipline. Discipline, as used herein, includes the making of written record entries, as well as suspensions or discharges.

B. Prior to discipline, the Authority shall give employees a fair and impartial hearing at such time as not to cause them the loss of any pay in attending the hearing. At the request of the employee, a Union Representative shall attend the hearing.

C. The Memorandum of Understanding on the Drug and Alcohol Program as amended as of October, 2006, is incorporated by reference. When new regulations are issued under the Mass Transportation Employee Testing Act of 1991, the parties agree to meet and negotiate how to implement those regulations at Port Authority.

ARTICLE 7

No Discrimination

The parties agree that this Agreement shall be interpreted and applied so as to comply with State and Federal laws prohibiting discrimination including those laws prohibiting discrimination on the basis of race, sex, age, creed, religion, national origin or handicap.

ARTICLE 8

Probationary Period

New employees shall serve a probationary period of ninety (90) days of actual work, such period to commence upon successful completion of the training period. The Authority may discipline or

discharge any new employee during the probationary period at its own discretion and no grievance can be claimed therefore by the Union.

ARTICLE 9

Grievances and Arbitration

A. 1. The parties recognize that even highly collaborative relationships entail occasions for dispute. Resolution of disputes must be pursued without impairing or destroying the common bonds between the parties. It is in the joint interest of the parties to resolve disputes fairly, efficiently and amicably. Methods, approaches and procedures employed by the parties will be consistent with their ongoing commitment to cooperation in the bargaining relationship.

2. All grievances with the exception of claims for welfare must be filed within thirty (30) days from occurrence of incident or issuance of discipline.

3. All other grievances (but not any matter within the jurisdiction of the Retirement and Disability Allowance Committee under the Plan) shall consist of a two step process. The first step is to be heard by the Management Representative designated by the Authority. These grievances shall be heard at such time as not to cause the grievant(s) loss of any pay in attending the hearing. A Union Representative shall have the right to accompany employees at such hearing.

The Union Representative shall process and conduct the grievance hearing which shall be conducted during the day Monday through Friday

during normal working hours. The Union Representative shall be compensated by the Authority. The grievance hearing shall be conducted within fifteen (15) calendar days from receipt of the grievance. The Management Representative shall provide an answer within ten (10) calendar days after the hearing and, if such answer is not provided, the grievance will automatically be moved to the second step of the grievance procedure. If the answer is provided, the grievant and/or the Union shall have ten (10) calendar days to appeal to the second step. All settlements of grievances at any step are final and binding to the grievant, the Union and the Authority, and are non-precedential to future or pending cases involving other employees.

B. The second step representative for the Authority is the Director of Employee Relations or his/her designee. Upon receipt of the grievance or the appeal from the first step, the second step representative for the Authority and the designated Union Officer shall, within ten (10) calendar days from receipt, hear the grievance or appeal. Within ten (10) calendar days after the hearing, the second step representative for the Authority shall provide a written answer to such grievance. Upon receipt of such answer or, if no answer is received within ten (10) calendar days, the Union shall have one hundred and twenty-five (125) calendar days to demand arbitration.

C. If the grievant or Union does not appeal to the next step or arbitration within the prescribed time limits after receiving a written answer from the Authority, the grievance will be deemed to have been settled on the basis of the Authority's last answer.

D. If an employee who has been suspended or discharged is found to have been unjustly suspended or discharged, he/she shall be reinstated to his/her former position and paid for all time lost at his/her regular rate of wages at his/her former position. Discharged employees shall have

their present health care benefits continued until all steps of the grievance and arbitration process have been exhausted.

All grievance resolutions, mediation awards and arbitration awards which entitle employees to compensation for their grievance will be made to the employee within thirty (30) days of such awards.

E. Should any dispute arise between the parties concerning the interpretation or application of any section or sections in this Agreement which cannot be adjusted, the matter shall be submitted to a board of arbitration for decision as provided for hereafter, and during such arbitration, the employees shall continue in the employ of the Authority. The party demanding arbitration shall request the same in writing, stating the question or questions to be arbitrated and naming its arbitrator. Within six (6) days thereafter, excluding Sundays and holidays the other party shall name its arbitrator. The two thus selected shall endeavor to reach an agreement and if they fail to do so within fifteen (15) days they shall select a third arbitrator, and the decision of the said board of arbitration shall be final and binding on both parties. If the two arbitrators do not come to an agreement within fifteen (15) days and fail to agree upon a third arbitrator within six (6) days thereafter, the two parties shall then agree upon a method which will ensure the selection of a third arbitrator. If the parties are unable to agree within fifteen (15) days, they shall obtain a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service and shall alternately eliminate names in order to arrive at a neutral arbitrator. Each party shall bear the expense of the arbitrator of its own selection, and the expense of the third arbitrator and the joint expenses incidental to the arbitration shall be borne equally by the parties.

F. The Agreement of the parties regarding Mediation/Arbitration is attached hereto as Appendix A.

ARTICLE 10

No Strike -No Lockout

During the life of this Agreement, the Union and its members will not engage in, condone or encourage any strike, work stoppage, slow down, picketing, or other interference with the operations of the Authority, and the Authority will not lock out employees.

ARTICLE 11

Wages

A. First Level Supervisors Salary Rates and Job Classifications

WAGES

1. Effective January 1, 2017 a 2.75% across the board increase shall be applied to all wage and salary rates.

2. Effective January 1, 2018 a 2.75% across the board increase shall be applied to all wage and salary rates.

3. Effective January 1, 2019 a 2.75% across the board increase shall be applied to all wage and salary rates.

4. Effective January 1, 2020 a 3.0% across the board increase shall be applied to all wage and salary rates.

Job Classification(s)

Building & Electrical Supervisor
Bridge Supervisor
Carhouse Foreperson
Dispatcher
Electrical Systems Supervisor
Facilities Systems Supervisor
Garage Foreperson (Auto and Truck Shop)
Garage Foreperson-System Relief
Heavy Equipment Supervisor
Instructor
LRT Systems Supervisor
Maintenance Foreperson
Maintenance Technical Trainer
Maintenance Training Specialist
Maintenance Training Specialist (Rail Vehicles)
Movement Director
Rail Center Supervisor
Route Foreperson
Shop Section Supervisor
Shop Section Supervisor – Relief
Signal & Switch Supervisor
Stores Supervisor
Track Inspector
Traffic Dispatcher
Way Supervisor

B. If, during the term of this Agreement, an employee joins the Unit and has a Job Classification not reflected in the above listing, that Job Classification shall be considered as added to the listing.

C. In addition to the basic rates of pay specified in this Agreement, all employees covered by this Agreement shall be paid a cost-of-living allowance to be determined and redetermined on the basis of the Consumer Price Index for the United States (CPI - W 1967 Base), published by the Bureau of Labor Statistics, United States Department of Labor, of one ($.01) cent for each 0.35 point change in the aforementioned price index.

The first adjustment shall be based upon the change in the CPI-W from January, 2006, to April, 2006, and made effective as of the first payroll period on or after August 1, 2006, and thereafter quarter annual adjustments through the May, 2004, quarter, with a maximum payment of thirty-five ($.35) cents through July, 2007. This payment shall be paid thereafter in addition to the basic wage rates specified therein.

Effective with the first payroll period beginning on or after August 1, 2007, the cost-of-living allowance will be determined and re-determined on the basis of the point change in the United States Index (CPI-W 1967 Base) from January, 2007 to April, 2007, of one cent for each 0.35 change, and thereafter quarter annual adjustments through the May, 2008, quarter with a maximum payment of forty ($.40) cents through July 31, 2008.

The cost-of-living adjustment for each job classification shall be determined by dividing the cents per hour produced by the above formulas by the current base wage rate for the operators carried to two (2) decimal places. This percentage will be applied to each classification wage rate to determine the cost-of-living to be paid to those employees occupying that job classification. This amount will be rounded to the nearest cent.

The cost-of-living adjustment shall be used in the computation of straight time, overtime, spread time, premiums and other allowances in the same manner as the basic hourly rate is used in such computation.

The cost-of-living shall not be added to the basic wage rate of any classification but only to each employee's earnings. However, wage progressions, where specified, shall be applied to an employee's paid rate, that is, basic wage rate plus cost-of-living allowance. It being understood, however, that the basic rate specified herein shall not be reduced because of the application of the cost-of-living escalator clause as herein provided.

Notwithstanding the above, no payments shall be made under Article 11 during the term of this Agreement.

D. Employees shall receive paychecks through mandatory direct deposition on or after January 1, 2017.

ARTICLE 12

Vacations with Pay

A. Employees will be entitled to vacation with pay as follows:

Length of Service	**Vacation**
1 but less than 5 years	2 weeks

5 but less than 12 years	3 weeks
12 but less than 18 years	4 weeks
18 but less than 33 years	5 weeks
33 or more years	6 weeks

All employees must have actually worked 1750 hours during the period August 1 through July 31 in the prior year to be entitled to full vacation and full vacation pay. Employees who do not work the full 1750 hours will be entitled to vacation entitlement as follows:

1750 Actual Work Hours	**Full Vacation**
1600 to 1749	Nine-Tenths (9/10) Vacation
1450 to 1599	Eight-Tenths (8/10) Vacation
1300 to 1499	Seven-Tenths (7/10) Vacation
1150 to 1299	Six-Tenths (6/10) Vacation
1000 to 1149	Five-Tenths (5/10) Vacation
850 to 999	Four-Tenths (4/10) Vacation
700 to 849	Three-Tenths (3/10) Vacation
550 to 699	Two-Tenths (2/10) Vacation
400 to 549	One-Tenth (1/10) Vacation
Under 400 hours	No Vacation

The term actually worked shall include (A) all pay time, e.g., paid vacation, paid holidays, union leave, etc., but not paid sick leave, sick and accident time, and I.O.D. (injury on duty) days; (B) an employee who receives an eight (8) hour guarantee shall be credited with eight (8) hours of work time; (C) when an employee works overtime, those hours actually worked and not the half-time will count towards the 1750 hours. Any vacation entitlement of less than eight (8) hours will be paid in lieu.

B. In application of vacations with pay as set forth above, the following rules shall apply:

1. All employees in the bargaining unit shall be entitled to begin their vacations after their pass days. Each week of vacation shall consist of seven (7) consecutive days off.

2. All service attained during the year shall be used in determining how much vacation an employee is entitled to have.

3. Should a holiday be observed while an employee is on vacation, he/she shall be entitled to an additional day of vacation, provided that said additional day of vacation must be taken within the then current vacation year, or, shall have the option of eight (8) hours pay in lieu of a day off. Employees who choose an additional day of vacation and who do not schedule this allowed holiday prior to December 31 will be paid in lieu of the day off, and for the next three (3) vacation years must take the allowed holiday at the beginning or end of the vacation.

C. To the extent that operation and maintenance of the transportation locations allow, employees entitled to more than two (2) weeks of vacation will be permitted to take their vacation in weekly segments.

The annual vacation pick for all employees shall commence no later than November 1, to become effective January 1 of the following year.

Employees entitled to three (3) or more weeks vacation shall be permitted to take up to two (2) weeks of vacation one day at a time. Such employees must indicate, in writing, their desire to choose this option at least thirty (30) days prior to the commencement of the annual vacation pick and must provide a minimum of seventy-two (72) hours notice prior to the date to be taken off to authorized supervision. Employees who choose the option of up to two (2) weeks of single day vacations must have used or scheduled for use all such vacation days by November 1. Selection and choices shall be governed by seniority.

D. Vacations will not be cumulative but must be taken during the vacation period designated by the Authority, and an employee who is unable to avail him/herself of the privilege will not be entitled to receive the pay allowance, except as hereinafter provided.

E. Employees will be permitted to choose their vacation time during the period designated by the Authority in accordance with their seniority. The Authority will determine the number of employees in the various locations of the Authority who will be permitted to be on vacation at one time and in its discretion may defer the taking of

vacations when such action is necessary or advisable in the best interests of the Authority and the public service.

F. Vacation pay for employees entitled to less than three (3) weeks vacation shall become due even if an employee is unable to take his vacation by reason of discharge, disability, retirement or death, except as modified by the vacation work requirement; provided, however, that if an employee is discharged for cause, he/she shall not be eligible for vacation allowance.

Vacation pay of employees in the employ of the Authority at the close of business on December 31 and entitled to three (3) or more weeks vacation in the following year will be vested and shall become due even if, for any reason, the employee is unable to take his/her vacation, except as modified by the vacation work requirement.

Employees who are retiring shall have the option of being paid in lieu for those vacation weeks originally scheduled to be taken after the effective date of retirement.

G. Furloughed or laid off employees recalled into the service of the Authority will be granted vacations based upon the length of service they would have had if they had not been furloughed or laid off, provided that for and during the year in which they are recalled, no vacation will be granted unless they are on the payroll as qualified employees prior to July 1 of that year.

ARTICLE 13

Non-Medical Leave of Absence

A. Employees desiring to be excused from duty shall in each case first obtain the consent of the appropriate management official. In addition, all requests for leaves of absence in excess of three (3) months also require the consent of the Assistant General Manager of Human Resources or his/her designee. No leave of absence shall be granted for a period exceeding one (1) year. All requests for leaves of absence must be presented to the appropriate management official in writing specifying the day(s) of absence, and consent must also be obtained in writing prior to the first day of such absence.

B. Any employee accepting a position with any other firm, corporation or private employer of labor during a leave of absence shall be considered as having terminated his/her services with the Authority.

C. There shall be placed in the office of each Division an open book in which supervisors can register the particular day or days on which they wish to be off, but no supervisor will be allowed to register for the day preceding any legal holiday and holiday combined when other supervisors want to be off on the holiday and supervisors so registering for any particular day or days shall have first preference (excepting legal holidays as above stated), except in cases of Members of Committees or other members of the Union wanting time off on business of the Union; they shall have first preference over all. Supervisors registering must sign in ink, otherwise they lose their turn. Said book to be dated seven (7) days ahead, that is, a supervisor to have the privilege of asking off seven (7) days ahead of any day he/she desires and no supervisor will be allowed off more than one (1) Sunday in three (3) consecutive Sundays, nor on the second of successive

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holidays providing there are other supervisors who want to be off, excepting in the case a supervisor's pass day falls on the Sunday or holiday in question.

D. Supervisors returning from Military Service. The Authority shall make the contribution to the Retirement and Disability Allowance Plan in case of supervisors who may enter or who have entered the armed services and who return to active duty with the Authority and shall have performed one (1) year of active service with the Authority after such return to the end that such supervisor shall not suffer any diminution in their retirement and disability benefits on account of such service in the armed services. However, such Authority contribution shall be based upon the average earnings of the supervisor in his/her classification.

ARTICLE 14

Holidays with Pay

A. Christmas Day, New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day and Thanksgiving Day, or the days on which they are observed, are guaranteed paid holidays for all employees covered by this Agreement; that is, they are paid holidays whether they fall on the employees scheduled work day or scheduled day off. Every employee shall be entitled to receive eight (8) hours pay at his/her regular rate of pay for each such day; provided, however, that such employee must have worked the day before, the day after, and the day observed as the holiday, each if a regularly scheduled work day, unless absence is excused for just cause, which includes, but is not limited to, illness or injury. Also, an employee must have worked at least one (1) day during the thirty (30) calendar days preceding the holiday in order to

receive holiday pay. If a holiday occurs while an employee is on vacation, he/she shall be entitled to an additional day of vacation with pay.

B. There shall be two categories of holiday. The categories are as follows:

Category 1 (considered major holidays): New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day.

Category 2 (considered minor holidays): Martin Luther King, Jrs.'s Birthday, Presidents' Day, Good Friday, and Veteran's Day.

For all major holidays, employees who work on a major holiday which falls on their regularly scheduled work day shall be paid in addition to the holiday pay a minimum of eight (8) hours as described above at time and one-half for those eight (8) hours and for all hours worked in addition to the eight (8) hours.

For all minor holidays, an employee who works on a minor holiday which falls on a scheduled work day shall be paid, in addition to holiday pay of eight (8) hours as described above, at straight time for all scheduled hours of work up to eight (8) and at time and one-half for all hours of work in excess of eight (8) or outside the scheduled hours of work. As for minor holidays, the employer shall have a separate pick for these holidays and shall have the right to set and adjust service (including maintenance employees) to fit the needs of the system for those minor holidays. In the event the service is reduced, they shall have a separate pick for such holidays. The Port Authority shall have the right to designate minor holidays.

C. An employee who works on a holiday which falls on a scheduled day off (pass day) shall be paid, in addition to holiday pay as described above, at twice the regular rate of pay for all hours worked.

D. Each employee covered by this Agreement shall be entitled to one (1) paid personal day (eight (8) hours), each calendar year, which may be taken at his/her discretion at any time during the year, upon twenty-four (24) hours notice to the Authority; provided, however, that a personal leave day may be denied to avoid disruptions of service due to employees taking personal days under this provision and such denial, if all such requests for the day are not denied, will be on the basis of seniority.

E. In the event that the Authority elects to allow an employee who holds the classification of Route Foreman to have a pass-up (day off) on a holiday, the pass-up shall be made available on the basis of classification seniority at the location of work. Employees holding the classification of Dispatcher and holding window turns or box turns, may not be required to work. Relief Dispatchers, without an assignment, may be given a pass-up. Any employee given a holiday pass-up recognizes that he/she must remain accessible and available to be called out if the Authority deems necessary. Call out will be in seniority order and if not accepted, assignments shall be made in reverse seniority order. Employees who are given a pass-up and are subsequently called out, shall receive that holiday pay plus straight time of all time not in excess of eight (8) hours.

ARTICLE 15

Illness, Sick Leave, Accident and Sickness Insurance

A. Each employee shall have sick leave as follows:

1. If an employee transfers into this unit from any Port Authority non-unit job, including any other Local 85 unit, he/she shall take with him/her any unused sick leave accumulated while employed as a non-unit employee, rounded down to the nearest whole day.

2. Each salaried employee shall accumulate ten (10) sick days per year with unlimited accumulation subject to the following conditions:

a. Employees who have been receiving different sick leave benefits shall, within ninety (90) days of becoming a member of this Unit, make an affirmative written election to continue the benefit they have been receiving or to accept the benefit stated herein. Any employee who converts to the benefit stated herein will be permitted to carry forward all accumulated sick leave days from his/her prior benefit plan.

b. All employees covered by this collective bargaining agreement shall be covered at no cost to the employee, by a group accident and sickness plan which provides a weekly benefit covering disability caused by non-occupational accident or by any sickness for which an employee is treated by a physician and is payable commencing with the fourth day off. The weekly benefit

of $170.00 is payable up to a maximum of 26 weeks during any one period of disability, but shall not become payable until the employee has exhausted his/her sick leave bank.

B. No day of illness shall be compensable under this provision if, under the employee's regular schedule, he/she would be off on such day and without any compensation from the Authority. Claims for benefits under this provision may be submitted after an illness of one (1) or more consecutive work days in accordance with eligibility entitlement of paid sick leave as shown on personnel records of the Authority. The first day of any illness shall be compensable. An employee shall not be eligible to receive paid sick leave for any day on which he/she receives holiday pay.

C. The Union and the Authority will cooperate to assure that this provision is not misused. Employees applying for sick leave and who have been off for three (3) days shall, upon request, furnish a certificate from their attending physician stating the nature and date of the beginning of the illness. For the purposes of this provision, "attending physician" shall include any practitioner of the healing arts licensed by the Commonwealth of Pennsylvania including, but not limited to Podiatrist, Chiropractor, and Chiropodist. Upon request of the Authority, an employee claiming sick leave pay shall submit to examination by a physician designated by the Authority. If an employee becomes entitled to payments for sick leave, there shall be deducted there from payments made on account of the particular illness under the Worker's Compensation Act.

D. The Union agrees to give proper cooperation and support to the Authority in disciplining employees whom they represent who in any way abuse or misuse the illness benefit plan. If the Authority contends a supervisor is misusing this provision they shall notify the supervisor (with a Union representative present, if requested by the supervisor) that any future absences due to illness shall require a physician's certificate

stating the nature and date of the beginning of the illness. Any dispute as to whether there is abuse shall be subject to the grievance procedure. Not later than May 30 of each year, the Authority will provide each employee a record of his/her credited sick leave as of May 1 of the report year.

ARTICLE 16

Provision for Disabled Employees

A. Upon consultation with the Union, relevant management personnel shall, if practicable, restructure the employee's current job duties to allow him/her to return to work.

B. Disputes over a disabled employee's ability to return to work shall be submitted to a third party physician selected by the Authority and the Union. The decision of this physician shall be final and binding and shall not be subject to the grievance and arbitration procedure. The cost of the examination and report shall be shared equally by the Authority and the Union.

C. It is the intent of the parties to comply with the Americans with Disabilities Act (ADA). Should any provision of this Agreement be found to conflict with this law, the requirement of ADA will prevail.

ARTICLE 17

Bereavement

Employees will be granted time off, with pay, for three (3) days up to a maximum of eight (8) hours of pay for each day. The three (3) day period must be used within a nine (9) day period of time of which the funeral is the middle day of the nine (9) day period. Also, the three (3) days must be consecutive work days. If the employee works part of the day and is called home because of a death in the immediate family, he/she shall have the option to be paid in full for that day up to a maximum of eight (8) hours, and this will count as one (1) of the three (3) days of bereavement.

Employees will not be entitled to bereavement leave if they are not scheduled to work during this period unless the employee is off because of being on vacation or receiving paid sick leave; provided the employee reports the death to his/her immediate supervisor during the leave period and requests a payment to be made under this provision. Also, employees receiving sick and accident benefits will receive the three (3) days of pay as stated above offset by any benefits received from the sick and accident plan. The Authority may use other types of pay, such as holiday pay, as pay for one of the three (3) days.

For purposes of this Article, funeral benefits will be paid if a death occurs to one of the following: the employee's wife, husband, child, either father or step-father, either mother or stepmother, current father-in-law, current mother-in-law, sister or brother. For purposes of this Article, stepfather-in-law and stepmother-in-law benefits are not covered. Any death that cannot be established by the Authority will require some proof of death and relationship prior to receiving payment for bereavement.

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Employees will be entitled to one (1) day of pay up to a maximum of eight (8) hours on the day of the funeral if he/she is scheduled to work and a death occurs to one of his/her grandparents or grandchildren. Proof of relationship may be required if the Authority cannot establish proof of relationship prior to payment being made.

Employees must make application as soon as possible by submitting the appropriate form for payment to be made under this Article.

ARTICLE 18

Life Insurance

All employees covered by this agreement shall be provided with life insurance as follows:

1. Non-contributory life insurance, equal to 150% of annual compensation with a minimum of $40,000, shall be effective ninety (90) days after employment begins. In addition, supplemental life insurance protection may be purchased by the employee in units of $1,000 not to exceed 100% of annual compensation. If elected, the supplemental insurance will take effect on February 1, after ninety (90) days of employment has been completed. Detailed information regarding life insurance can be found in the Group Insurance booklet.

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2. The Authority shall provide and pay for $100,000 insurance in the event of loss of life, or of total and permanent disability, resulting from a holdup or other felonious act occurring during the performance of his/her job duties in accordance with the terms and provisions of the insurance coverage provided for all employees.

ARTICLE 19

Health Insurance Benefits

A. MEDICAL INSURANCE, DENTAL CARE AND VISION CARE. The Authority will provide to all employees the Medical Insurance, Dental Care and Vision Care benefits being offered to other employees of the Authority under the other Collective Bargaining Agreement with Local 85 under the same terms and conditions existing for those employees.

B. Details of the benefits provided under the various health insurance programs are explained in the booklets provided by the carriers.

C. The Authority and the Union will establish a program to educate all employees as to these requirements.

D. SPOUSE'S BENEFITS. When a death occurs to an active employee, the spouse of that deceased active employee will be permitted to maintain either family or individual health care benefits for up to two (2) years or remarriage, whichever occurs first, at no cost to the spouse.

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ARTICLE 20

Free Transportation

Free transportation to the employees covered by this Agreement shall be furnished on all passenger vehicles in regular revenue service operated by the Authority.

Regular revenue service excludes tour, chartered and sightseeing vehicles.

ARTICLE 21

Retirement and Disability Allowance Plan and

Deferred Compensation

A. The Port Authority of Allegheny County Retirement and Disability Allowance Plan for Employees Represented by Local 85 of the Amalgamated Transit Union is, by reference, incorporated into this Agreement for all existing members of the plan and any new hires, including those changes agreed upon by separate memorandum of understanding and effective April 24, 2019.

B. The company shall offer two (2) Deferred Compensation Plan options that are mutually acceptable to the parties for all employees covered by this Agreement. Said plans shall operate on a payroll deduction system with the amount of deductions sent directly to the Plan Company.

ARTICLE 22

Accident Investigation

A. Union representatives shall have access to any documents or other written information used by the Authority in making a determination of the chargeability of any accident. Such information shall be provided by the Authority at the request of the Union no less than forty-eight (48) hours prior to any hearing which could result in discipline. (The Authority shall not be required to release the names of any outside parties who were involved in or were witness to any accident.) The Authority and the Union representative will participate in brake tests when such tests are conducted to determine the cause of an accident.

B. The Authority will provide accident investigation training for elected union representatives. All non-wage costs associated with such training will be paid for by the Authority.

ARTICLE 23

Hours of Work and Overtime

A. The regular work week will be forty (40) hours and the regular work day will be (8) hours. Days off will be consecutive.

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B. Overtime at the rate of time and one-half shall be paid for all work in excess of the regular work day or in excess of the regular work week computed to the nearest quarter hour, but no time will be paid for twice at the overtime rate. For computing overtime for employees paid on a salary basis, the straight time hourly rate shall be determined by multiplying the monthly salary by twelve (12) and dividing the product by 2080.

C. In Transportation, all overtime work in any classification covered by this Agreement shall be distributed to the employees in that particular classification on a rotating basis in seniority order in accordance with existing practice. In Maintenance, all overtime work in any classification covered by this Agreement shall continue to be distributed to employees in that particular classification by location by equalizing overtime distribution in accordance with existing practice.

A refusal of overtime by any employee shall count as an overtime opportunity and, in Transportation, cause that employee to be dropped to the bottom of the rotating overtime seniority list.

ARTICLE 24
Seniority

A. Definitions:

1. Unit seniority is defined to mean the continuous years, months and days which an employee has spent as a First Level Supervisor with the Authority since his/her most recent hire date as a First Level Supervisor.

2. Classification seniority is defined as the years, months, and days worked in a particular classification the accumulation of which may be subject to more specific application as set forth elsewhere in this Article.

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3. Departmental seniority shall be used in the Maintenance Departments on the same basis as classification seniority is used elsewhere under this Article.

B. The seniority status of employees shall be that shown on the personnel records of the Authority.

C. Job Vacancies

1. When the Authority determines there is a vacancy in a classification by posting for that vacancy, any First Level Supervisor in that classification may bid on the vacancy and the position will be awarded on the basis of classification seniority. The Authority shall award the posted job within thirty (30) calendar days of its posting.

(a) When permanent vacancies occur in either of the two (2) Supervisory classifications of the Road Operations Department, the Traffic Dispatchers' and Route Foremen's seniority rosters will be merged into one (1) common list and the most senior supervisor will be allowed the choice of either staying on his/her own job or selecting the vacant job. When the vacant job is selected, the supervisors following on the list will exercise the option of staying on his/her own job or selecting the vacated job and continuing in this manner until all vacancies are filled.

(b) A supervisor who has elected to select a vacant job must qualify for the job by demonstrating his/her possession of the necessary abilities and physical fitness to perform the duties entailed by the job within thirty (30) days of being assigned to the job. The Authority agrees that its qualification decision will not be made for arbitrary or capricious reasons.

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2. If a posted vacancy is not filled as set forth in C-1, or in the event a new job is created, the following procedure shall be followed:

(a) The job shall be posted system-wide and be available for any First Level Supervisor (in any other classification and from both bargaining units) to bid;

(b) The bidding employee with the greatest seniority shall be awarded the job provided he/she is qualified. As used herein, the term "qualified" means meeting the job-related qualifications set forth in the bid posting.

(c) If the successful bidder does not successfully complete the training period for the bid position, he/she will be returned to his/her former position and bargaining unit with full classification seniority.

(d) When there is no remaining First Level Supervisor to bid for a posted vacancy, the Authority will post the vacancy throughout the System and interested employees may submit applications but the final selection will rest solely within the discretion of the Authority.

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D. Requests for transfers between classifications shall be honored by the Authority when available vacancies and the best interests of the Authority permit, but an employee who transfers, or is a successful bidder pursuant to C-2-(c), voluntarily loses his/her classification seniority in the classification from which he/she transferred and goes to the bottom of the list of the classification into which he/she transferred or bid.

E. In the event of a reduction in the number of employees in any covered classification, the Authority will post the number of jobs involved and employees will be reduced and may exercise their seniority in the following order:

1. An employee may bump another employee in his/her classification provided he/she has more classification seniority than the employee he/she seeks to bump;

2. In the Transportation Department only, provided that the affected employee is qualified to do the work, an employee who is bumped from his/her classification may bump a less senior employee in any classification in the Transportation Department provided he/she has more unit seniority than the employee he/she seeks to bump. As used herein, the word "qualified" means ten (10) working days in which to demonstrate possession of the necessary abilities and physical fitness to perform the required job duties.

a. An employee who bumps in accordance with this Section E-2 may, for a period of two (2) years thereafter, return to his/her former permanent classification by filling the first available

vacancy. In the event that such employee elects to remain in the classification into which he/she has bumped, his/her former classification seniority shall terminate but he/she shall retain the seniority date which he/she carried with him/her at the time he/she bumped into the present classification.

3. In the event a member of this unit cannot hold his/her classification in his/her Department (in Maintenance) or in any classification (in Transportation) as a result of a layoff or other reduction in force, such employee may elect to return to the position he or she held immediately prior to becoming a First Level Supervisor. In all cases, such job placement will be made in accordance with full seniority.

F. In the event that a new department or facility is added which includes substantially similar permanent classifications, this Agreement shall apply to such similar classifications.

In the event that such new department or facility shall include a transfer of substantial elements of work from present classifications, causing a reduction in the number of employees utilized in any classification, employees so displaced shall have the right to follow the work in accordance with their classification seniority and the Authority will provide reasonable training in this situation.

G. The Authority will create one (1) picking list for all Route Foremen and Traffic Dispatchers.

H. A system pick for Instructors and Dispatchers will be held beginning November 1 each year, to be implemented January 1st of the following year. (In addition to the annual system pick for dispatchers, an interim pick for the purpose of selecting work at each location shall be held at the beginning of May to go into effect the week of May 16.) A system pick for Route Foremen and Movement Directors will be held at the beginning of November to go into effect the week of November 16.

I. In addition to the annual system pick for Road Operations, there will be an interim job pick at the beginning of May to go into effect the week of May 16. For the purpose of these interim picks, the Route Foremen and Traffic Dispatchers will be combined as one group and will pick their work in accordance with their seniority from the combined list of available Route Foremen, Traffic Dispatchers and relief position jobs. The Movement Directors will pick their work in accordance with their seniority from the available list of Movement Director jobs.

J. Employees who transfer or are promoted out of the scope of this bargaining unit shall have sixty (60) working days to elect to return to the unit with full seniority rights. Any employee who elects not to return to the unit within the sixty (60) working days shall lose all seniority rights within the bargaining unit. Bargaining unit employees may be afforded one (1) ninety (90) calendar day special project assignment per calendar year. Such assignments will be offered as available to employees who express an interest in such assignments by signing and dating an Employee Available for Special Projects roster which shall be posted at all locations fifteen (15) days before the beginning of each calendar quarter throughout the term of this Agreement. The roster in conjunction with the requirements of such special projects as may be available will be used to make special project assignments in a systematic and equitable manner. Employees who volunteer to act as solicitors, board executives, etc., for purposes of the United Way Fund

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Drive shall not be adversely affected in any manner by operation of this provision.

K. Qualified instructors will not be moved to other divisions prior to the assignment of qualified instructors of less seniority. However, in the event the senior instructor is the only qualified instructor available, the senior instructor will be required to move.

L. Any newly hired, promoted or transferred employee awarded a position in any job classification in this unit, must, upon the successful completion of training, remain in the awarded job classification and may not move to another job classification within the unit for a period of one year.

M. Each first level supervisor job posting shall contain a schedule of hours of work and days off. If the scheduled hours and pass days of any picked job are permanently changed, the revised job shall, within ten (10) days, be placed for picking by the employees of the classification affected by the change. The classifications are those set forth in Article 11, Section 6, of the current collective bargaining agreement. Changes occasioned by the need for snow removal, emergencies, and special assignments shall not be considered permanent changes.

N. The parties shall meet prior to a system pick. The system pick will be posted for five (5) business days prior to the beginning of the pick.

ARTICLE 25

Uniforms

Dispatchers and maintenance department supervisors will be provided three (3) sets of uniforms consisting of a shirt and trousers, and the dispatcher shall also be provided one (1) necktie. The first such uniform set shall be furnished to the employee. Thereafter, required uniform replacements shall be provided once each year with the cost of such uniform replacement up to a value of $500.00 per calendar year. The Authority will pay the entire cost up to $500.00 per calendar year. Dispatchers who pick box pulling assignments will be provided with three (3) sets of uniforms equivalent to uniforms provided to maintenance employees.

When permanently appointed to route foreman or instructor positions, employees shall be provided with a uniform consisting of two (2) pairs of trousers, one (1) jacket, three (3) winter and three (3) summer shirts, one (1) pair of shoes and one (1) cap. (As alternatives, but at no additional cost, route foreman may elect a watch cap and/or the same boots as are provided maintenance employees, but not logger boots.) The required replacements of these uniforms shall be provided once each year. The cost of such replacement shall be up to a maximum value of $500.00 per calendar year. The Authority will pay the entire cost up to $500.00 per calendar year. Effective July 1, 2019, the uniform allowance will be $550.00.

ARTICLE 26

Attendance at Hearings, Investigations, etc.

When an employee is required to participate in or attend investigations, hearings or legal proceedings involving an accident or other incident, he or she shall be paid for all time spent on such matters,

including reasonable travel time between regular work location and the place where investigation, hearing or legal proceeding is held.

For employees participating in or attending such meetings or proceedings on regular work days, the time so spent will be paid for on the same basis as and in combination with regular work time.

Employees attending investigations, hearings or legal proceedings on pass days shall be paid for all time so spent, including reasonable travel time from and to their homes, at time and one-half.

ARTICLE 27

Meal Allowance

A meal allowance of $5.00 will be paid when an employee works two (2) or more hours beyond the quitting time.

ARTICLE 28

Severability

It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect, unless

the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE 29

Tuition Reimbursement

Employees shall be eligible for tuition reimbursement subject to the same terms that the benefit is made available to managerial employees.

ARTICLE 30

Witness

In Witness Whereof, said parties have hereunto set their hands and seals the day and year first above written.

PORT AUTHORITY

OF ALLEGHENY COUNTY

ELLEN M. MCLEAN

Chief Executive Officer

BARRY ADAMS

Assistant General Manager of Human Resources

LOCAL 85 OF THE

AMALGAMATED TRANSIT UNION

STEPHEN M. PALONIS

President-Business Agent

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SABATINO DINARDO JR.

Financial Secretary-Treasurer

BRYON S. SHANE

Assistant Business Agent

JEFFREY S. DIPERNA

Assistant Business Agent

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ATTACHMENT A

Memorandum of Agreement
Between
Port Authority of Allegheny County
And
Local 85, Amalgamated Transit Union
First Level Supervisory Unit

Pursuant to the terms of Article 9E. of the Collective Bargaining Agreement (Agreement) in effect between Port Authority of Allegheny County (Authority) and Local 85, Amalgamated Transit Union (Union) the Authority and the Union hereby agree to institute a Mediation/Arbitration Program to supplement the regular arbitration process already in existence. The purpose of this program is to expedite the final disposition of grievances which have arisen between the parties and have not been resolved in Step 2 of the grievance process established in Article 9 of the Agreement. The parties have agreed upon the terms and conditions set forth in the following numbered Paragraphs for the operation of the Mediation/Arbitration Program.

(1) Consonant with the terms of Article 9E. of the Agreement, all cases will be heard by a tripartite panel of arbitrators, with one arbitrator assigned by the Authority and one assigned by the Union. The neutral Mediator/Arbitrator for the term of this agreement shall be selected by agreement of the parties.

(2) Cases will be heard on the second Thursday unless the parties and the neutral Mediator/Arbitrator mutually agree otherwise.

(3) Cases to be presented to the Mediation/Arbitration Panel shall be mutually agreed upon by the parties in advance, except that no discharge cases may be heard by the Mediation/Arbitration Panel.

(4) The parties will meet at least one week (5 working days) in advance of each hearing date to decide which cases will be submitted to the Mediation/Arbitration Panel. As soon thereafter as possible, the parties will send to the neutral Mediator/Arbitrator an agenda which includes copies of the grievances to be presented at the next hearing.

(5) In addition to those cases that the parties mutually agree will be submitted to mediation/arbitration, cases involving discipline for attendance for which the discipline issued is a final written warning or some lesser discipline shall be submitted to mediation/arbitration provided that the grievance is heard in mediation/arbitration within thirty (30) days of the issuance of the disciplinary action unless the failure to hear the case is a result of the arbitrator's unavailability or the employer canceling the hearing in which event the case shall be heard at the very next date on which mediation/arbitration is held. Either party may elect to nullify this Paragraph 5 of the Mediation/Arbitration Agreement at

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any time. In the event either party elects to nullify this Paragraph 5 of the Mediation/Arbitration Agreement, the remainder of the agreement shall remain in full force and effect; cases involving discipline for attendance may still be subject to Mediation/Arbitration pursuant to an agreement between the parties as set forth in Paragraph 4 of this Agreement and only the provisions of this Paragraph 5 mandating resolution of grievances involving discipline for attendance involving a final written warning or some lesser discipline shall be nullified by such action.

(6) Cases will be presented to the Mediation/Arbitration Panel by the individuals on each side who handled the Second Step Grievance Meeting, or their designated substitutes. Each representative may have an assistant at the hearing to help with case presentation if necessary. Presentations shall be informal and the rules of evidence shall not apply. No written record of the hearing shall be made, except for the final disposition of the case. The parties anticipate that the regular use of witnesses will not be required but will be permitted where necessary. The presentation of evidence is not limited to that which has been presented in the grievance proceedings.

(7) During the case presentation, both sides shall make a good faith effort to settle the grievance, with the assistance of the neutral Mediator/Arbitrator. The neutral Mediator/Arbitrator shall have the authority to meet separately with either side at any time.

(8) If the parties are unable to settle the grievance, the Mediation/Arbitration Panel will render a decision, on the merits of the grievance no later than forty-eight (48) hours after the close of the hearing day. Once a case has been presented before the Mediation/Arbitration Panel, it may not be withdrawn for processing in regular arbitration.

(9) At any time during the presentation and attempted settlement of a case, the neutral Mediator/Arbitrator may declare that an impasse exists, and the Mediation/ Arbitration Panel will render a decision on the grievance.

(10) All decisions of the Mediation/Arbitration Panel will be binding on the parties but will have no precedential effect.

(11) The neutral Mediator/Arbitrator's fee and expenses will be divided equally between the parties.

For Port Authority:

_____

_____

_____

Date: _____

For the Union:

_____

_____

_____

Date: _____

Port Authority of Allegheny County

And

Local 85 Amalgamated Transit Union

ARBITRATION AWARD

Grievance No. _____

Department: _____

Name of Grievant: _____

Your grievance has been submitted to the Mediation-Arbitration Panel and the Award rendered reads as follows:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date: _____ _____

Neutral Arbitrator

_____

Arbitrator for the Union

_____

Arbitrator for Port Authority