AGREEMENT

BETWEEN

Local 85
Amalgamated Transit Union
Pittsburgh, PA

AND

Port Authority of Allegheny County

Covering Wages and Working Conditions
Commencing July 1, 2016

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Mediation/Arbitration Agreement

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LOCAL 85
AGREEMENT COVERING WAGES AND WORKING CONDITIONS FOR THE PERIOD
July 1, 2016 to June 30, 2020

This Agreement made and entered into this 20th day of December, 2016, is for the period July 1, 2016, through June 30, 2020, and the changes set forth in the Tentative Agreement dated December 20, 2016, shall be effective July 1, 2016, except where another date is specifically provided.

BY AND BETWEEN

PORT AUTHORITY OF ALLEGHENY COUNTY, party of the first part, hereinafter Referred to as the "Authority,"

AND

LOCAL 85 OF THE AMALGAMATED TRANSIT UNION, party of the second part, hereinafter referred to as the "Union"

WITNESSETH:

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PART I

CONTRACT ADMINISTRATION

Section 101
UNION RECOGNITION AND CHECK-OFF

A. The Authority recognizes the Union as the sole bargaining agency for all employees in the classifications covered by this Agreement as well as the legitimacy of a broader role for employee and Union participation in the planning, problem solving and decision making processes subject to any legal or contractual limitations thereon.

B. 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.

C. The parties agree that the cooperation will be enhanced by a representation process which 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.

D. All employees in job classifications represented by the Union, who were members of the Union on June 30, 2016, 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.

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

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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 monthly, all 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. Local 85 of the Amalgamated Transit Union shall maintain the privilege of placing in the crews' room at each division or reporting place a bulletin board where notices of that Union can be posted.

G. Any member who is elected or appointed to any Office in this 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.

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H. None of the above sections will prejudice the Union's positions on jobs created with the passage of Act 76 while the parties are still in litigation.

Section 102
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 employee members of the Union. Both parties agree to be fair and just in all their dealings. Toward that end, the Authority agrees to meet and treat with the Union through its accredited Officers, committees and representatives on all questions, grievances and complaints that may arise between them.

B. We believe that Labor-Management cooperation and employee involvement on a sustained basis are key elements of organizational effectiveness in these challenging times. The guidelines set forth below should foster the development of these elements.

1. Both parties must commit to employee involvement on the front line, on the shop floor and beyond 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.

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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 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.

Section 103
TERM OF AGREEMENT

This Agreement shall remain in effect from July 1, 2016 to June 30, 2020, both dates inclusive, and from year to year thereafter unless either party desires a change in any section or sections of the Agreement. In that

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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.

Section 104
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.

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. During the term of this Agreement the parties will make reasonable and persistent efforts to implement this provision and other aspects of joint labor-management cooperation referenced in Part I of this Agreement.

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 or the Joint Labor Management Committee.

Section 105

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DISCIPLINE

The Authority has the right to discipline employees covered by this Agreement for sufficient cause under the theory of progressive discipline. Discipline, as used here, includes the making of written record entries as well as suspension or discharge.

Prior to discipline, a management representative 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.

The Memorandum of Understanding on the Drug and Alcohol Program 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 these regulations at Port Authority.

Section 106
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. Unit, welfare and Maintenance Apprenticeship Program (MAP) grievances will be handled through a one step process by the Manager of Employee Relations or his/her designee. All grievances with the exception of claims for welfare must be filed within thirty (30) calendar days from occurrence of incident or issuance of discipline.

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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 (2) step process. The first step is to be heard by the division management representative. These grievances shall be heard at such time as not to cause the grievant(s) loss of any pay in attending the hearing. The elected Board persons or other Officers of the Union shall have the right to accompany employees at such hearing. The elected Board persons of the location or department (Automotive Garage Section Assistant Board person) shall process and conduct grievance hearings through the 1st step of the grievance process. The grievance hearings shall be conducted during working hours and the Board person shall be compensated by the Authority. This provision is to be carried out strictly to the letter. The management representative shall conduct a grievance hearing within fifteen (15) business days from receipt of the grievance. A management representative shall provide a written response to the grievance within ten (10) business 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 Union shall have ten (10) business 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 Assistant Business Agent or the designated Union officer shall, within ten (10) business days from receipt, hear the grievance or appeal. The management representative shall provide a written answer within ten (10) business days after the hearing. If the written answer is provided, the grievant and/or the Union shall have one hundred fifty (150) calendar days to demand arbitration. If the written answer is not provided within ten (10) business days the Union shall have the option to either demand arbitration or await the written reply of the Authority and in either event, the one hundred fifty (150) calendar day

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time period within which the Union must demand arbitration shall not begin to run until such time as the written answer is provided.

C. If after having received a written answer from the Employer the Union does not appeal to the next step or arbitration within the prescribed time limits, or if the Union has demanded arbitration but fails to proceed with arbitrator selection within fifteen (15) business days, the grievance shall be considered withdrawn with prejudice, but shall be non-precedential to future or pending cases involving other employees.

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. Any time limits in this section may be waived by mutual agreement of the President/Business Agent and the Manager of Employee Relations or their designees.

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 Sunday 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 one party demands arbitration and the other fails or refuses to name its arbitrator within said six (6) days as herein provided, it shall forfeit its case and the demands of the party

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requesting the arbitration shall be deemed to have been granted. 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 insure the selection of a third arbitrator. If the parties are unable to agree they shall obtain a panel of seven (7) 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. Upon issuance of the neutral arbitrator's decision to the party arbitrators, the parties shall have fifteen (15) business days to request an executive session. The parties shall have fifteen (15) business days after the conclusion of the executive session, if one is requested, or if no executive session is requested, thirty (30) calendar days from the date of issuance from the neutral arbitrator, to sign the award indicating either concurrence or dissent. The failure to sign the award in accordance with this section shall constitute that party's concurrence in the neutral's decision.

G. The Agreement of the parties regarding Mediation/Arbitration is attached hereto as Attachment 1.

Section 107
RAPID TRANSIT

Should Port Authority undertake any rapid transit operations (including the "Sky Bus") during the term of this Agreement, it will give a minimum of one hundred twenty (120) days written notice to Local 85 prior to commencing such operations.

The parties shall thereafter meet at mutually agreeable times to negotiate concerning wages, hours and working conditions for employees assigned to such rapid transit operation, with the understanding that the then employees in the bargaining unit will be given first opportunity for employment on any jobs in such rapid transit operations, for which they are, or by training or retraining can become, qualified.

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Section 108
PROBATIONARY PERIOD

New employees shall serve a probationary period of ninety (90) days of actual work. For clarification purposes 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 therefor by the Union.

Section 109
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, slowdown, picketing, or other interference with the operations of the Authority, and the Authority will not lock out employees.

Section 110
LAYOFF AND TRANSFER SENIORITY

A. Employees laid off from either the Maintenance or Transportation Departments will, if qualified, be able to transfer into either the Maintenance or Transportation Departments as positions become available. Continuous service and/or this opportunity will be maintained for a period of not more than two (2) years. Department seniority will be as of the date of qualification in the new department.

B. Employees currently holding a position in a department other than their original department will have their seniority frozen in their original department as of December 1, 1988.

C. 1. Effective December 1, 1991, employees who transfer or are promoted out of the scope of the bargaining unit shall have sixty (60) working days to elect to return to the unit with full seniority rights. Employees transferring from one department to another for any reason

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whatsoever shall have their bidding/picking/bumping seniority frozen in the department they leave at the time they leave that department. In the department to which they are transferring, their seniority for the purposes of bidding, bumping, and picking rights shall be considered that of a new employee. For purposes of vacation entitlement, wages, fringe benefits, and pensions where applicable under the pension plan, they shall be credited with all employment time with the Authority and/or their predecessors. In the event an employee returns to a department where they previously held bidding/picking/bumpingseniority, they shall have credited to them all the bidding/picking/bumping seniority they had accumulated prior to leaving that department and shall have the right to utilize that bidding/picking/bumping seniority for any and all purposes. For the purposes of this section, "department" is defined as being the bargaining unit departments of either Maintenance (as defined in Section 403 A), Transportation, First Level Supervisors, Claims and Schedules.

2. For purposes of this section, bargaining unit employees who act as trainers or facilitators for Port Authority in house employee development programs shall not be considered as transferred or promoted out of the scope of the bargaining unit. Provided, however that the trainer or facilitator responsibilities shall not remove the employee from his/her regular assignment more than 20% of the time on a monthly basis. Depending on need, opportunities to act as trainers or facilitators shall be afforded to bargaining unit employees who express an interest in and demonstrate an ability to perform this function. A list of trainer or facilitator opportunities shall be prepared quarterly by Port Authority, shared with the Union and posted at all locations.

In addition to the opportunities discussed above, 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 Employees 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. This roster in conjunction with the requirements of such special projects

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as may be available will be used to make special project assignments in a systematic and equitable manner.

3. During the period December 1, 1988, through May 31, 1989, salaried non-represented employees who, prior to December 1, 1988, transferred out of a non-operating hourly job classification covered by the Predecessor Agreement(s) shall have the opportunity to return with full seniority rights to the hourly non-operating job classification they held on the date immediately prior to their transfer.

4. Employees who volunteer to act as solicitors, board executives, etc, for purposes of the United Way Fund Drive shall not be adversely affected in any manner by operation of this section.

Section 111
LABOR/MANAGEMENT COMMITTEE

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.

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.

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

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.

The parties shall establish a Committee that will, upon request, meet for the purpose of identifying any subcontractors who are on Port Authority property or performing work for Port Authority and to discuss issues of mutual concern including methods of identification for contractors performing work in accordance with a subcontract on Port Authority Property.

Section 112
OVERTIME POLICY

1. The Union and the Authority agree that a Joint Committee structure will be established in each major location to develop a comprehensive overtime policy for non-operating employees at each such location.

2. All existing overtime policies are incorporated herein by reference. Each such Joint Overtime Committee will have the right to change these policies without a membership vote based upon a unanimous vote of the members of the Committee.

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PART II

PROVISIONS AFFECTING ALL UNIT EMPLOYEES

Section 201
WAGE AND SALARY RATES AND JOB CLASSIFICATIONS

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

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

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

Effective January 1, 2020, a 3% across the board increase shall be applied to all wage and salaried rates.

A. OPERATOR WAGE RATES

Effective Dates

1/1/17	1/1/18	1/1/19	1/1/20
29.40	30.21	31.04	31.97

B. 1. NON-OPERATING EMPLOYEE WAGE RATES

Effective Dates

	1/1/2017	1/1/2018	1/1/2019	1/1/2020
7	31.09	31.94	32.82	33.80

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6	30.69	31.53	32.40	33.37
5	30.34	31.17	32.03	32.99
4	30.05	30.88	31.73	32.68
3	29.89	30.71	31.55	32.50
2	29.43	30.24	31.07	32.00
1 *	29.02	29.82	30.64	31.56
1 **	24.00	24.66	25.34	26.10

*Hired before January 1, 2017.
**Hired after January 1, 2017.

B.2. NON-OPERATING EMPLOYEES JOB CLASSIFICATIONS

I. AUTOMOTIVE MAINTENANCE DEPARTMENT

A. MANCHESTER SHOP

Group	Job Classification	Class	Endorse
7	Master Mechanic	B	P
6	Sign Painter	C	
5	Electrical Equipment Repairperson	B	
4	Automotive Mechanic	B	P
	Body Repairperson	B	P
	Body person Painter	B	P
	Handyperson	O	
	Machinist	O	
	Seat and Sign Repairperson	O	
	Sheet Metal Worker	O	
	Shop Welder	O	
	Wood Worker	O	
2	Automotive Repairperson	B	P
	Sign Maintenance Repairperson	C	
1*	Service Person	O	

*The positions of Parts Cleaner, Salvageman and Material Deliveryman have been moved to the new Group 1.

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B. AUTO AND TRUCK SHOP

Group	Job Classification	Class	Endorse
7	Master Mechanic	A	N,P,H
4	Heavy Equipment Maintainer/Operator	A	N
	Automotive Mechanic	A	N,P,H
	Body Repairperson	B	P
1	Service Person	C	

C. BUS GARAGES

Group	Job Classification	Class	Endorse
7	Master Mechanic	B	P
4	Automotive Mechanic	B	P
	Body Repairperson	B	P
	Bodyperson Painter	B	P
3	Automotive Repairperson/Tow Truck Operator	A	P,X,T
2	Automotive Repairperson	B	P
	Bus Assignment Shifter	B	P
	Wheel Changer	B	P
1	Service Person	B	P

D. ELECTRONIC EQUIPMENT

Group	Job Classification	Class	Endorse
7	Electronic Maintainer	C	
6	Farebox Repairperson	C	
	Radio Repairperson	C	

II. RAIL CAR MAINTENANCE DEPARTMENT

A. RAIL CENTER
-HEAVY REPAIR-

Group	Job Classification	Class	Endorse
7	Technician A	C	
5	Shop Mechanic	O	
	Technician B	C	
4	Machinist	C	

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1	Service Person	O

B. RAIL CENTER
-RUNNING REPAIR-

Group	Job Classification	Class	Endorse
7	Technician A	C	
6	Yardmaster	O	
5	Technician B	C	
4	HVAC Technician	C	
2	Rail Assignment Shifter	C	
1	Service Person	C	

III. FACILITIES DEPARTMENT

A. WAY

Group	Job Classification	Class	Endorse
7	Special Equipment Operator/Maintainer	A	X
6	Crew Leader	B	
4	Heavy Equipment Maintainer/Operator	A	N
3	Bridge Welder	B	
	Way Maintenance Repairperson	B	
	Special Work Repairperson/Driver	B	
	Switch and Frog Repairman	B	
2	Thermit Welder/Driver	B	
	Track Service Person	B	

B. BUILDING AND ELECTRICAL

Group	Job Classification	Class	Endorse
5	Wireperson	B	
4	Plumber and Building Equipment Repairman	C	
	Incline Repairperson	C	
	Building Maintainer	C	
	HVAC Repairperson	B	
3	Building Maintainer	C	
	Janitor/Working Foreman	C	
	System Sweeper Operator- Sewers	B	N

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1	Service Person	C	

IV. POWER and SIGNALS DEPARTMENT

Group	Job Classification	Class	Endorse
6	Overhead Lines Working Foreperson	B	
5	Lineperson	B	
	Substation Maintainer	B	
	Signal Maintainer	B	
3	Welder	B	

V. STORES DEPARTMENT

Group	Job Classification	Class	Endorse
4	Receiver (Bus Garage)	C	
	Receiver	O	
3	Stockperson	O	
	Stockman/Material Deliveryperson A	B	H
2	Material Deliveryperson	B	H
1	Service Person	B	H

B. 3. Procedures and Understandings Relating to the Foregoing Hourly Non-Operating Job Classification and Wage Rate Structure:

a. Employees may move from one job classification to another job classification only where there is a vacancy and only by meeting the minimum requirements, as established by Port Authority, of the job. Vacant jobs shall be filled through the procedure outlined in Section 403C.

b. No worker shall be employed except at the prevailing rate of the job classification for which he/she is employed, except during the first four (4) years of employment when a percentage of said prevailing rate is specified.

c. Power and Signals Section "Welders" while serving in the capacity of "Crew Chief" shall be paid an additional ten cents (10¢) per hour above the base rate.

d. There shall be established a trainer rate under the Maintenance Apprenticeship Program. This rate shall be equal to either the rate of the first level supervisor instructor or $1.00 per hour more than that which the trainer is then receiving in his then job classification, whichever is greater.

e. Any new employee hired into a service person position on or after January 1, 2017 shall be paid the new hire rate subject to the pay progression outlined in Section 201E.

Employees who on December 31, 2016, hold the service person position shall continue to receive the rate they were paid as of December 31, 2016 and that rate shall be subject to the raises negotiated by the parties (the "grandfathered rate") provided however, that if any such employee bids out of the service person position and subsequently bids back into a service person position, he or she shall be subject to the new hire rate established for employees hired on or after January 1, 2017.

In addition, any employee who was employed with Port Authority as of December 31, 2016, and who does not, as of December 31, 2016, hold a service person position, shall have the right to bid into a service person position, if his or her seniority permits, and shall be entitled to receive the grandfathered rate subject to the following conditions: (1) this opportunity will be afforded to an employee only once during the eligible employee's career; and (2) any employee who does receive the grandfathered rate under this provision shall receive that rate for so long as he or she holds the service person position but will forfeit the right to that rate should they bid out of the service person job after exercising their one time opportunity under this provision and shall thus receive the new hire rate should they ever subsequently bid back into the service person position.

Any employee who was hired on or before December 31, 2016 and who is required by the lack of any other available option to bump into a service person position, as part of a bump held in connection with a reduction in force, shall be eligible to receive the grandfathered rate until

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such time as the employee has the first opportunity to bid out of the Service Person position. An employee grandfathered as a result of this reduction in force protection shall only be entitled to the protection for the period of time they are in the Service Person position as a result of a reduction in force bump for which the employee had no other alternative but to bump into a service person position and only until such time as the employee has the first opportunity to bid out. An employee who has the opportunity to bid out and elects not to do so at that employee's first opportunity to do so shall no longer be entitled to the grandfathered rate but shall be subject to the new hire rate in effect for those employed in the Service Person position on or after January 1, 2017.

C. SALARIED EMPLOYEES JOB CLASSIFICATIONS AND PAY

GROUP	Job Classification(s)			Department
15	Senior Adjustor			Claims
	1/1/17	**1/1/18**	**1/1/19**	**1/1/20**
	5,634.70	5,789.65	5,948.87	6,127.34
14	**1/1/17**	**1/1/18**	**1/1/19**	**1/1/20**
	5,509.23	5,660.73	5,816.40	5,990.89
13	Claims Expeditor			
	1/1/17	**1/1/18**	**1/1/19**	**1/1/20**
	5,389.69	5,537.91	5,690.20	5,860.91

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12 Claims Coordinator — Claims
Claims Administrator
Court Clerk
Litigation Clerk
Investigator
Photographer

1/1/17	1/1/18	1/1/19	1/1/20
5,357.15	5,504.47	5,655.84	5,825.52

11 Schedule Maker A — Schedules

1/1/17	1/1/18	1/1/19	1/1/20
5,345.85	5,492.86	5,643.91	5,813.23

10 Railway Equipment Inspector and Tester — Facilities

1/1/17	1/1/18	1/1/19	1/1/20
5,341.95	5,488.85	5,639.79	5,808.98

9 Expediter — Claims
Statistical Clerk

1/1/17	1/1/18	1/1/19	1/1/20
5,079.64	5,219.33	5,362.86	5,523.75

8 Statement Clerk — Claims

1/1/17	1/1/18	1/1/19	1/1/20
4,802.11	4,934.17	5,069.86	5,221.96

7 Locator — Claims

1/1/17	1/1/18	1/1/19	1/1/20
4,802.11	4,934.17	5,069.86	5,221.96

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1/1/17	1/1/18	1/1/19	1/1/20
5,100.73	5,241.00	5,385.13	5,546.68

5 Schedule Production Clerk Schedules

1/1/17	1/1/18	1/1/19	1/1/20
5,018.39	5,156.40	5,298.20	5,457.15

4 Traffic Surveyor Schedules

1/1/17	1/1/18	1/1/19	1/1/20
4,992.65	5,129.95	5,271.02	5,429.15

3 General Index Clerk Claims
Register Clerk
Claims Clerk

1/1/17	1/1/18	1/1/19	1/1/20
3,969.53	4,078.69	4,190.85	4,316.58

2

1/1/17	1/1/18	1/1/19	1/1/20
3,458.64	3,553.75	3,651.48	3,761.02

1 Stenographer Claims

1/1/17	1/1/18	1/1/19	1/1/20
2,692.97	2,767.03	2,843.12	2,928.41

D. MEAL ALLOWANCE

A meal allowance of five dollars ($5.00) will be paid when an employee in the Maintenance Department, Claims Department, Schedule Department, or a First Line Supervisor of operating and related employees works two (2) or more hours beyond the regular quitting time.

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E. PAY PROGRESSION

Effective October 1, 2006, all new hires into a classification covered by the collective bargaining agreement between Port Authority of Allegheny County and Amalgamated Transit Union, Local 85 (ATU), (except salaried employees in the job classification of Secretary), shall during their first four years of service be paid a percentage of the applicable rate as specified below.

1st through 12th Month..... 65%
13th through 24th Month..... 67%
25th through 36thMonth..... 70%
37th through 48thMonth..... 78%
Thereafter 100%

F. ELECTRONIC BANKING

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

Section 202
COST-OF-LIVING ALLOWANCE

The first adjustment shall be based upon the change in the CPI-W from December, 2005, to March, 2006 and made effective as of the first payroll period on or after July 1, 2006, and thereafter quarter annual adjustments through the April, 2007 quarter with a maximum payment of thirty-five cents (35¢) through June, 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 July 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 December, 2006 to March, 2007, of one cent (1¢) for each 0.35 change, and thereafter quarter annual adjustments through the April, 2008 quarter with a maximum payment of forty cents (40¢) and shall continue until June 30, 2008.

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The cost-of-living adjustment for each job classification other than Operators 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 adjustments 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 allowance 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 wage 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 Section 202 during the term of this Agreement.

Section 203
VACATIONS WITH PAY

A. Vacations with pay will be granted every hourly-rated permanent employee upon the following basis and with the understanding that it may be necessary for the Authority to cover routine details as they arise with more specific instructions.

Length of Service	**Pay Allowance At Straight Time Rates – Vacation (Hours)**
1 but less than 2 years	1 week 40
2 but less than 5 years	2 weeks 80
5 but less than 12 years	3 weeks 120

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12 but less than 18 years.....4 weeks 160
18 but less than 33 years.....5 weeks 200
33 or more years.....6 weeks 250

B. Salaried employees will be entitled to vacation with pay as follows:

Length of Service	**Vacation (Weeks)**
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

In addition, 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 1449 ..... 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, paid sick leave, paid sick and accident time, etc., but not I.O.D. (injury on duty) days (Effective for the 2014 vacation year, paid sick leave, sick and accident, along with I.O.D. days, shall not be

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included, however, union leave shall be included, in the calculation of time "actually worked" for calculating eligibility for vacation.); (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.

C. 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. In the case of first line supervisors, 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. Employees who choose this option and who do not schedule the A.H. days prior to December will be paid in lieu, however, such employees shall be prohibited from selecting an A.H. day for the next three (3) years immediately thereafter. However, the Department Heads may in their discretion defer the taking of such additional day of vacation when such action is necessary or advisable in the best interests of the Authority and the public service.

4. In the case of hourly-rated employees, an additional day of vacation shall be allowed if one of the holidays specified in the Agreement falls within an employee's vacation period.

5. In the case of all other bargaining unit employees, 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. Employees who choose this option and who do not schedule the A.H. days prior to December will be paid in lieu, however, such employees

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shall be prohibited from selecting an A.H. day for the next three (3) years immediately thereafter.

6. When a holiday falls during an employee's vacation week the employee will have the option of a day off with pay or eight (8) hours of pay in lieu of a day off.

D. To the extent that operation and maintenance of the transportation facilities 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 October 1, and shall conclude no later than November 30, to become effective January 1 of the following year.

Beginning in the vacation year January 1, 1990, all employees entitled to three (3) or more weeks vacation shall be permitted to take one (1) week of vacation one (1) day at a time at the employee's discretion, provided a minimum of seventy-two (72) hours notice is given to authorized supervision.

Employees who elect to take vacation one (1) day at a time shall indicate in writing their desire to choose this option at least thirty (30) days prior to the annual vacation pick. Employees who choose this option and who do not schedule single day vacations prior to December will be paid in lieu, however, such employees shall be prohibited from selecting one day at a time vacations for the next three (3) vacation years immediately thereafter.

A Labor/Management Committee will be formed no later than February 1, 1989, to submit recommendations no later than July 1, 1989, to determine how single day vacations are to be distributed.

Beginning in the vacation year January 1, 1999, all employees entitled to two (2) or more weeks vacation shall be permitted to take one (1) week of vacation one (1) day at a time at the employee's discretion provided a minimum of seventy-two (72) hour notice is given to authorized supervision. Provided further that the seventy-two (72) hour notice may be waived by Authority management if it is decided to increase the number of employees allowed off.

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E. Vacations will not be cumulative but must be taken during the vacation period designated by the Department Head, and an employee who is unable to avail himself of the privilege will not be entitled to receive the pay allowance, except as hereinafter provided.

F. Department Heads will determine the number of employees in their respective departments who will be permitted to be on vacation at one time, and in their 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.

Operators will be permitted to choose their vacation time during the period designated by the Department Head in accordance with their Division seniority.

The Department Head will determine the number of employees, other than operators, in each classification and subdivision or group where necessary, who will be permitted to take vacations in any one week. In the case of salaried employees, the Authority will endeavor to provide vacation opportunities throughout the year. After such determination as to number and subdivision or group, where necessary, has been made, employees will choose which ones are to take vacations in accordance with seniority by job class, except that past practice in effect on November 30, 1982, with respect to picking vacations inconsistent with this rule, shall nevertheless continue in effect.

G. Vacation pay for employees entitled to less than three (3) weeks vacation shall become due even if an employee is unable to take his/her 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 would 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.

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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.

H. Furloughed or laid off employees recalled into the service of the Authority under the provisions of Section 306, Paragraph (H), or Section 403, Paragraph (C), 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.

Section 204
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 the case of all hourly operating and non-operating employees, if such request is for a period not to exceed three (3) days, the consent of the Division Superintendent must be received. For an absence of more than three (3) days, the consent of the Division Operations Manager must be received. 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. 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. There shall be placed in the office of each Division an open book in which operators can register the particular day or days on which they wish to be off, but no operator will be allowed to register for the day preceding any legal holiday and holiday combined when other operators want to be off on the holiday and operators so registering for any particular day or days shall have first preference (excepting legal holidays as above stated), except in cases of Members of Committee or other

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members of the Union wanting off on business of the Union; they shall have first preference over all. Operators so registering must sign in ink, otherwise they lose their turn. Said book to be dated seven (7) days ahead, that is, an operator to have the privilege of asking off seven (7) days ahead of any day he/she desires and no operator will be allowed off more than one (1) Sunday in three (3) consecutive Sundays, nor on the second of successive holidays providing there are other operators who want to be off, excepting in the case an operator's pass day falls on the Sunday or holiday in question.

C. In the case of all other employees the consent of the Department Manager must be received for leaves of absence. Leaves of absence in excess of three (3) months must also be approved by the Assistant General Manager of Human Resources. No leave of absence shall be approved for a period in excess of one (1) year.

D. 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.

E. EMPLOYEES RETURNING FROM MILITARY SERVICE

The Authority shall make the contribution to the Retirement and Disability Allowance Plan in case of employees 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 employee 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 employees in his/her classification.

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Section 205
HOLIDAYS WITH PAY

A. Christmas Day, New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans 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 employee's regularly scheduled work day or regularly 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 workday, 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. All holidays shall be picked separately. 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.

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For all minor holidays, an employee who works on a minor holiday which falls on a regularly scheduled workday shall be paid, in addition to holiday pay of eight (8) hours as described above, at straight time for all regularly scheduled hours of work up to eight (8) (including report time, allowed time, etc.) and at time and one-half for all hours of work in excess of eight (8) or outside the regularly 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 regularly 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, except that:

1. In the Claims and Schedule Department, for secretaries and hourly non-operating employees with Saturday and Sunday pass days in Manchester Shops, Manchester Stores, Automotive Shop – South Hills Junction, Heavy Repair – South Hills Rail, Electronic Equipment Shop, Bodyperson Painters at bus garages with Saturday and Sunday pass days, and Structural Mechanics at South Hills Rail with Saturday and Sunday pass days, if any of the holidays listed in A above, falls on the employee's first pass day, the last scheduled work day preceding will be observed as the holiday and the first pass day will be considered not a holiday. If the holiday falls on the employee's second pass day, the first scheduled workday following will be observed as the holiday and the second pass day will be considered not a holiday.

D. Each employee covered by this Agreement shall be entitled to one (1) paid personal day (eight hours) which may be taken at their discretion, upon twenty-four (24) hour notice to the Employer, at any time during the year.

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A committee will be established at each location to insure no disruptions of service occur due to employees taking personal days under this provision.

Section 206
ILLNESS, SICK LEAVE, ACCIDENT AND SICKNESS INSURANCE

A. Hourly-rated employees in the active service of the Authority ~~who have had one (1) or more years of continuous service~~ will be allowed, beginning on the first anniversary date of employment and thereafter on their anniversary date of each year, sick leave at the rate of ~~ten (10) days of eight~~ (8) hours each per ~~year~~day in accordance with the scale set forth below. Such sick leave shall be cumulative; any unused portion shall accumulate to the credit of the employee.

Date	Entitlement
First Anniversary Date	2 Days
2nd Anniversary Date	4 Days
3rd Anniversary Date	6 Days
4th Anniversary Date	8 Days
Thereafter on Anniversary Date	10 Days

Furloughed or laid off employees recalled into the service of the Authority under the provisions of Section 306, Paragraph (H), or Section 403, Paragraph (C), will be allowed the number of unused days of sick leave they had at the time they were furloughed or laid off and shall be allowed to accumulate sick leave of ten (10) days of eight (8) hours each on their anniversary date following the date of recall to service, except as modified above for new employees.

Regardless of past practice under the present provision, 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

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compensation from the Authority. Claims for benefits under this provision may be submitted after an illness of two (2) or more consecutive work days in accordance with eligibility entitlements for paid sick leave as shown on the personnel records of Port Authority of Allegheny County. The first day of any illness shall not be compensable; however, in the event an employee is ill for two (2) work days or more, sick leave benefits shall be paid from the beginning of the illness. An employee shall not be eligible to receive paid sick leave for any day on which he/she receives holiday pay.

Effective March 1, 1989, paid sick leave shall not be denied due to an employee's failure to obtain a return to work slip ("blue slip").

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 two (2) 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 Workmen's Compensation Act.

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 an employee is misusing this provision, they shall notify the employee (with a Union representative present, if requested by the employee) 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.

B. Premium costs of the Group Accident and Sickness plan for hourly paid employees shall be paid by the Authority.

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The plan 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 (4th) day off. The weekly benefit of one hundred and seventy dollars ($170) is payable up to a maximum of twenty-six (26) weeks during any one (1) period of disability, but shall not become payable until the employee has exhausted his/her sick leave bank.

C. 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. Not later than May 30 of each year, the Authority will provide each employee a record of his credited sick leave as of May 1 of the report year.

D. Each salaried employee shall have a sick bank determined and redetermined as follows:

1. If the salaried employee transfers from an hourly job he/she shall take with him/her any unused sick leave accumulated while employed in a non-salaried capacity.
2. Each salaried employee shall accumulate twenty (20) sick days per year to a maximum of two hundred sixty (260) days.
3. Employees with two hundred sixty (260) sick days or less, shall in the event they use any sick days, accumulate additional sick days so as to once again allow the maximum accumulation of two hundred sixty (260) days in accordance with 2 above.

E. When transferring from salary to hourly and vice versa, a pro-rated formula will be used in determining the number of sick days received during the transition period.

F. Salaried employees who are not eligible for Group Accident and Sickness coverage shall have the one time option to elect such coverage provided that any salaried employee who elects such coverage shall also be subject to the sick leave provisions applicable to hourly rated employees and shall no longer be subject to the sick leave provisions otherwise applicable to salaried employees.

G. Notwithstanding any other provisions in this section, employees who have attained twenty-five (25) or more sick days in their bank as of

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January 1 of the calendar year shall be eligible to take up to five (5) of those sick days as single days of illness without a doctor's excuse. Such single paid days of illness cannot be used the day before or the day after a paid holiday.

Section 207
PROVISIONS 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. Based on availability, employees will be offered light duty assignments on a temporary basis. Such assignments to last a maximum of 180 calendar days, during which time employees will be paid their normal rate. Provided, however, that such light duty assignments shall not constitute hourly non-operating work unless previous approval of the Union has been received. Provided further, these assignments shall not be considered a "return to work" for purposes of Paragraph D of this section.

C. Operating employees who are physically capable of performing the essential job functions of all maintenance positions shall be accepted into vacant Service Person positions in the Maintenance Department. This provision to be carried out strictly to the letter.

The Authority shall not be required to fill more than one (1) of every three (3) vacancies by operation of this provision.

D. Employees who are unable to either return to their regular position or obtain another regular Port Authority position within two (2) years of their date of disability shall have their benefits and seniority terminated. Said two (2) years will continue to run from the date of disability unless the employee returns for a period in excess of sixty (60) consecutive calendar days in which event the employee's two (2) year time period shall commence anew.

E. An employee currently covered by "light duty" and the provisions of Section 207 of the prior contract is to be reevaluated under the current terms of this Agreement, and assigned accordingly.

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F. 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 set forth in Section 106 of this Agreement. Provided further that implementation of this procedure shall not occur prior to 90 calendar days before the employee's date of termination. The cost of the examination and report shall be shared equally by the Authority and the Union.

G. Employees who were disqualified as of November 30, 1982, shall not have their benefits and seniority terminated under the provisions of this Section. Employees who are eligible for, apply for and receive disability pension benefits are not subject to this Section.

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

Section 208
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 an eight (8) day period of time of which the funeral is the middle day of the eight (8) 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 employee reports the death to his/her immediate supervisor during the leave period and requests 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

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

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 Section.

Section 209
LIFE INSURANCE

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

Employees having one (1) year of service shall be insured in the amount of one-half (1/2) of one (1) year's earnings. Such coverage not to exceed $25,000. Effective August 16, 1992, such coverage shall not exceed $35,000. Effective December 1, 1993, such coverage shall not exceed $40,000. The amount of life insurance will not be reduced if the employee's compensation changes.

Employees having two (2) or more years of service shall be insured in the amount of one (1) year's earnings. Such coverage not to exceed $25,000. Effective August 16, 1992, such coverage shall not exceed $35,000. Effective December 1, 1993, such coverage shall not exceed $40,000. The amount of life insurance will not be reduced if the employee's compensation changes.

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The maximum coverage for retired employees will be $4,000. Effective August 16, 1992, the maximum coverage for retired employees will be $5,000.

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 their job duties in accordance with the terms and provisions of the insurance coverage provided for all employees.

Section 210
HEALTH INSURANCE BENEFITS

A. 1. Effective January 1, 2017, employees shall have the option to select either a basic or enhanced PPO from Highmark or UPMC. See schedule of benefits (Attachment 2). Retirees age 65 and over who have available to them an Aetna ESA 100 Plan shall pay 20% of the cost of the plan. Those who are not receiving the Aetna ESA 100 Plan shall have available to them an Aetna Medicare Advantage Plan. The employee's portion of the premium cost shall be withheld by payroll deduction and paid over to the provider.

Any retiree who leaves the Aetna ESA 100 Plan, may not return to that plan.

Effective January 1, 2017, employees who have completed at least forty-eight (48) months of Authority employment, shall contribute eight percent (8%) of the total aggregate premium cost monthly to the cost of their medical insurance premiums by payroll deduction. Employees who have not, as of January 1, 2017, completed at least forty-eight (48) months of Authority employment, shall contribute by payroll deduction six percent (6%) of the premium cost monthly until such time in 2017, or later, as they may commence their forty-ninth (49th) month of Authority employment, at which time they shall contribute eight percent (8%) of the total aggregate premium cost monthly by payroll deduction. The parties have also agreed to incorporate a wellness incentive. Employees who

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complete the wellness program requirements are eligible for a credit of $200.00 for employees receiving employee only coverage and $400.00 for employees receiving multi-party coverage. See Contribution Illustration (Attachment 3).

Employees in unpaid status shall be required to make their normal contribution calculated as described above. If such contributions are not made, the Authority shall cancel their medical coverage.

Except as provided below for those employees with 20 or more years of service who attain age 62, to be eligible for Authority-provided, post-retirement medical insurance, members of these bargaining units who retire subsequent to December 31, 2008 must be entitled to an unreduced pension benefit, i.e., at least sixty-five (65) years of age, with a minimum of ten years of "continuous service" (as described in the pension plan), or a minimum of twenty-five years of "continuous service," or, if hired subsequent to June 30, 2005, at least fifty-five (55) years of age, with a minimum of twenty-five (25) years of service.

Effective January 1, 2009, any employee age 60 or more having attained 30 or more years of continuous services as described in the parties' Pension Agreement shall receive Authority-provided employee/2-person/family medical insurance then offered to active employees at no cost to the retiree both prior and subsequent to Medicare eligibility. The Medicare Program shall be the Aetna Medicare Advantage Plan ~~and the Port Authority's payment shall be for that coverage as well as Medicare Part B premiums~~.

Effective January 1, 2009, any employee under the age of 60, but who has attained 30 or more years of continuous service as described in the parties' Pension Agreement shall receive Authority-provided employee/2-person/family medical insurance then offered to active employees but shall contribute to the cost of such coverage the same as actives. When the retiree attains Medicare eligibility, the medical payments for the Aetna Medicare Advantage Plan ~~as well as the Medicare Part B premiums,~~ shall be paid by the Authority with the retiree contributing 1% of their last year's wages for such coverage (2,080 maximum).

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Effective January 1, 2009, any employee who has less than 30 years, but more than 10 years of service who attains age 65 or more shall be entitled to receive Authority-provided Aetna Medicare Advantage Plan~~, as well as the Medicare Part B premiums,~~ with the retiree contributing 1% of their last year's wages for such coverage (2,080 hours maximum). Any employee with 20 or more years of service who attains age 62 years or more shall receive Authority-provided single/family medical insurance then offered to active employees but shall pay 50% of the premium for such coverage. Upon attaining age 65 they shall receive Authority-provided Aetna Medicare Advantage Plan ~~as well as the Medicare Part B premiums~~ with the retiree contributing 1% of their last year's wages for such coverage (2,080 hours maximum).

Effective January 1, 2009, any employee who attains 25 years of service as defined in the parties' Pension Agreement by June 30, 2012 (First Level Supervisor's Contract July 31, 2012) shall be entitled to receive Authority-provided employee/2-person/family medical insurance then offered to active employees and shall pay the same amount for such coverage the same as actives. Upon attaining Medicare eligibility, they shall receive Authority-provided Aetna Medicare Advantage Plan~~, as well as Medicare Part B premiums~~ with the retiree contributing 1% of their last year's salary (2,080 hours maximum). Any employee reaching 25 years of continuous service as defined in the parties' Pension Agreement by June 30, 2012 shall be considered vested for this benefit with the understanding that if the employee continues to work until they are age 60 or older with 30 or more years of service they shall be entitled to the same health care benefit available to all employees who retire at age 60 or more with 30 or more years of service.

Employees hired on or after July 1, 2012 shall be eligible for up to a maximum of three (3) years (36 months) of retiree medical coverage. The plan offered to such a retiree shall be the same medical plan then offered to active employees while they are below age 65 and a Medicare supplement after they reach the age of 65. An employee must be eligible for an unreduced pension in order to be eligible for this benefit and shall be responsible for contributing to the cost of such coverage the same as

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active employees. Eligibility for this benefit will expire upon expiration of 36 months from the date of retirement regardless of age.

The provisions regarding Authority provided post-retirement medical insurance set forth in this section shall be administered consistent with the grievance settlement attached hereto as Attachment 4.

The Port Authority shall have the right to self-insure health insurance benefits at its discretion at any time during the term of this Agreement, so long as the level of benefits and employee cost is unchanged.

See attached Schedule of Benefits. Mandatory generic will apply to all prescription drugs, meaning that employees who insist on the brand name drug when generic is available will be required to pay the higher brand name co-payment, plus the difference in cost between the brand name and generic drug. The prescription drug will be part of the basic or enhanced PPO Plan.

2. Effective July 1, 2005, the Authority will pay to any employee who is not covered under any plan provided by the Authority for another employee or for a retiree, $1250 a year for each calendar year that the employee opts out of coverage under the Authority's plan. The employee may opt out at any time but may return to coverage only during open enrollment or at such time as the employee can show that he/she will no longer be covered by a policy which justified the employee's opt out in the first place. At the end of each calendar year, if the employee has been out of coverage for less than a full year, the $1250 shall be prorated.

3. The Authority and the Union agree to meet when changes in the health care delivery system would be in the best interest of both parties. Such changes may be made upon the agreement of the Authority and the Union.

The parties have agreed that if Port Authority becomes aware that its health care plan cost will subject the Authority to the Affordable Care Act's excise tax currently known as the "Cadillac Tax" the parties, through their Labor Management Committee, will immediately discuss steps to avoid imposition of the tax. The Labor Management Committee shall be empowered to seek bids from health care providers for similar or

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alternative plans, to make plan design changes or to take other action as may be necessary to avoid imposition of the Cadillac Tax. If the parties are unable to agree upon changes to avoid imposition of the tax, the parties agree that they shall submit this issue to expedited arbitration for the sole purpose of making changes necessary to reduce the cost of health insurance below the Cadillac Tax threshold. The Arbitrator shall have no authority to make any other changes to the Agreement of the parties and shall be limited to making changes necessary to avoid imposition of tax.

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

The EOMB from Medicare or the EOB from Blue Shield will be sufficient when filing a Major Medical claim and doctors bills will not be a required document.

The employee's contribution to the health care package will be made with pre-tax dollars if at all possible.

B. DENTAL PLAN

Effective December 1, 1988, the Authority will provide a diagnostic and preventive dental care package with premium costs paid one hundred percent (100%) by the Authority. Effective December 1, 1989, any increased costs will be shared eighty-five percent (85%) by the Authority and fifteen percent (15%) by the employee. The employee's portion of the premium cost will be withheld by payroll deduction.

United Concordia or its equivalent shall be the dental insurance plan effective January 1, 2007, with premium costs continuing to be shared at the current amounts. Any increase in premium costs after January 1, 2004 will be shared eighty-five percent (85%) by the Authority and fifteen percent (15%) by the employee. The employee's portion of the premium cost will be withheld by payroll deduction. Details of benefits provided under this section are explained in the booklet provided by the carrier.

C. VISION CARE

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Effective December 1, 1988, the Authority will provide the Blue Cross Vision Care package or its equivalent with premium costs to be paid one hundred percent (100%) by the Authority. Effective December 1, 1989, any increased costs of the premium will be shared eighty-five percent (85%) by the Authority and fifteen percent (15%) by the employee. The employee's portion of the premium cost will be withheld by payroll deduction. The Authority may, if possible, self insure and administer this benefit.

Davis Vision or its equivalent shall be the vision insurance plan effective January 1, 2007, with premium costs continuing to be shared at the current amounts. Any increase in premium costs after January 1, 2007, will be shared eighty-five percent (85%) by the Authority and fifteen percent (15%) by the employee. The employee's portion of the premium cost will be withheld by payroll deduction.

D. SPOUSE 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.

Section 211
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.

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Section 212
UNEMPLOYMENT COMPENSATION

If Unemployment Compensation Law restricts employees covered by this Agreement from applying for applicable Unemployment Compensation Benefits, the Authority will provide unemployment compensation protection reasonably equal to that provided under Pennsylvania Unemployment Compensation Law.

Section 213
RETIREMENT AND DISABILITY ALLOWANCE PLAN

Port Authority of Allegheny County Retirement and Disability Allowance Plan is, by reference, incorporated into this Agreement.

Section 214
NO DISCRIMINATION

Where discrimination or favoritism is shown to exist, the Authority will do all that it possibly can to eliminate the same.

Section 215
ACCIDENT INVESTIGATION

The Authority agrees to confer with representatives of the Union at the request of the officials thereof for the purpose of considering proposals for the establishment of a system of accident reports, rating and record charges for employees covered by this Agreement, and the Authority and the Union will endeavor to agree mutually upon a system that will be deemed equitable.

The following provisions have been agreed upon as a result of discussion held to fulfill the obligations of the parties under this section of the Agreement.

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1. 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.

2. When the Authority determines that an employee needs retraining following an accident, such retraining will occur only after the employee's responsibility has been determined.

3. 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.

Section 216
DEFERRED COMPENSATION PLAN

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.

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PART III*
HOURLY RATED
OPERATING EMPLOYEES

Section 301
MAKE-UP AND PAY OF RUNS

A. The hours of service for all early, late and swing runs shall be on a basis of a maximum of nine (9) hours and a minimum of eight (8) hours, with the exception that in order to complete a run or schedule, not to exceed three and one-half percent (3 1/2%) of the total number of earlies, lates, and swings may go over nine (9) hours and the said three and one-half percent (3 1/2%) shall not go over nine (9) hours and fifteen (15) minutes. The percentages within this subsection (301 A.) will be maintained by division.

B. The hours of service should be limited as nearly as possible to eight (8) hours per day with due allowance for the necessity of some longer days. The Authority will pay time and one-half for overtime beyond eight (8) hours on a daily basis. The time in runs for the purpose of determining the amount of time which shall be paid for at time and one-half shall include all work time, paid intervening time, sharking time, travel time, waiting time to catch car or bus to relief point, and turn-in time, but shall exclude spread penalty.

C. A day's work on all early, early-late and late runs shall be completed in not to exceed ten (10) consecutive hours.

D. Schedules for weekday runs will contain no swing run having a spread in excess of twelve and one-half (12 1/2) hours exclusive of report time, turn-in time, and outside travel time. Saturday and Sunday schedules will contain no swing runs.

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* The parties have discussed revisions to Part III of their Agreement relating to hourly rated operating employees and are committed to continuing those discussions as part of this Tentative Agreement. In the event the parties are able to agree upon changes to the sections of Part III of their Agreement, they shall be implemented in accordance with the Agreement of the Parties. In the absence of an agreement to the contrary, the terms and provisions of Part III of the Agreement, as currently constituted, shall continue in effect.

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E. No swing run shall begin before 5:45 A.M. except that, system wide, a maximum of 23 swing runs may begin between 5:30 A.M. and 5:45 A.M.

F. The Authority shall make every effort under the limitations regarding the length and character of runs to so arrange schedules as to reduce the spread of runs to a minimum, giving swing runs particular attention in this regard; every reasonable effort will be made towards improving the scheduling of meal reliefs so as to divide straight runs by their meal period as near equally as practicable; in other words to make the run as satisfactory to the operator as possible. No piece of work shall contain more than five and one-half (5 1/2) hours of platform time, but it is understood that on straight runs meal periods in excess of one (1) hour may be scheduled provided all meal period time in excess of one (1) hour shall be paid for, and provided the present limitation on the completion of straight runs within ten (10) hours shall apply.

G. Swing runs shall pay penalty time amounting to halftime on all spread time in excess of ten and one-half (10 1/2) hours, and this premium for excess spread shall be paid in addition to all other overtime and straight time payments provided for in other sections of this Agreement.

Effective with the first pick after October 10, 1986, the Authority may designate at each division a number of runs up to ten percent (10%) of the total number of all weekday runs at the division, to which designated runs the spread penalty pay provided in this Agreement shall not apply.

H. Allowances for travel time, waiting time, sharking time and turn-in time shall be included in computing the pay for spread. There shall be no allowance for tally time in any run.

I. It is understood that a straight run, whether early, early-late, or late, is a run which has an interval of not less than one-half (1/2) hour nor more than one (1) hour between the two pieces of work constituting the run. Such interval shall divide the day's work into approximately equal portions and shall constitute the lunch period.

It is understood that a swing run is one which consists of two (2) pieces of work divided by an interval of time in excess of one (1) hour.

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J. In passenger service, bus operators shall be paid from the time they are required to report for work, including thirteen (13) minutes sharking time, until they are relieved from duty. Sharking time includes pre-trip inspections and equipment cycling. All necessary traveling and waiting time from and to relief points other than the regular reporting place shall be shown on the schedules for all runs and shall be paid for. Swing operators pay shall include five (5) minutes sharking time on the second half of their work day. Sharking time includes pre-trip inspection and equipment cycling.

Beginning with the September 1998 pick, all bus operator straight runs will be paid two (2) minutes on the second half of the run for CDL pre-trip inspection. This payment is to replace the current method of calculation for such pay time and will be displayed on the run summary from which the operator picks.

K. An allowance of two (2) minutes for turn-in time will be included in all runs and scheduled open pieces. Any dead time in pieces or runs to make four (4) or eight (8) hours will be used to offset these allowances for sharking time, waiting time, traveling time and turn-in time.

L. All runs over five (5) and under eight (8) hours shall pay eight (8) hours' time. This allowance will be made before the allowance is made for the excess spread of swing runs.

M. There shall be no additional trip or trips attached to the Sunday or holiday schedules.

N. When an operator is relieved for his/her meal period at a point remote from the eating place and he/she is scheduled to resume duty at the same point he/she shall be paid for all traveling and waiting time in excess of ten (10) minutes that is consumed in going to and returning from the provided eating place; but when an operator is relieved for his/her meal period at a point remote from his/her division and is scheduled to resume work after his/her meal at the division, or vice versa, he/she shall be paid all travel and waiting time between the relief point and the division. These allowances for travel and waiting time shall be shown on the schedule.

O. 1. All schedules put into operation under this Agreement shall be made on the basis of leaving the minimum number of unattached pieces

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of work except that the number of early runs shall be equal to not less than eighty-one and one-half percent (81 1/2%) and the number of early-late runs shall be equal to not less than eight and one-half percent (8 1/2%) of the total number of passenger cars and buses in service on the system at 11:00 A.M. The Authority shall make every effort to increase the percentage of early and early-late runs at each division with the purpose of approaching at each division as nearly as possible the foregoing percentages required on the system as a whole. No reduction shall be made in the present (May, 1937) percentage of early and early-late runs at any division, and wherever the percentage falls below seventy percent (70%) of early runs or of ninety percent (90%) of the combined early and early-late runs, the same shall be the subject of a conference at the request of the Union between representatives of the Union and the Authority to the end that changes upward in the percentage may be promptly made if found to be feasible.

2. Early and late runs shall be equalized insofar as such equalization does not interfere with the working of trippers into runs, but operators will not be scheduled to change at other than relief points. Where it can be shown on any schedule that the early and late runs can be better equalized without adding to the number of unattached pieces of work it will be done as soon as possible.

P. In case the number of regular and extra operators required at any division to operate the service on a holiday is less than the number of regular and extra operators required for the normal schedule for that day, operators will be permitted in accordance with seniority to pick a holiday run or to pick off. Operators who have not picked off on the holiday may elect, in accordance with seniority, to pick a run or the extra list up to the quota established by Management.

Q. When possible the same schedules will be used for Christmas and New Year's and one (1) pick will suffice for the two (2) days, except that where a new pick of runs becomes effective at any division between Christmas and New Year's, there will be a re-pick of the runs for New Year's Day.

R. 1. The cooperation of employees in making schedules will be welcomed. All schedules will be made with the aim of furnishing the best

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possible working conditions for the employees, consistent with economical operation and maintenance of adequate service levels so as not to cause undue hardship to the rider.

2. In pursuance of the above objectives, it is agreed that at least six (6) weeks prior to the effective date of a run pick or eight (8) weeks prior to the effective date of a system pick, any new schedule or major change in schedules, not to include temporary deviations or emergency conditions, the Union will be notified of said changes and will appoint a committee known as Schedule Committee to meet with designated representatives of Port Authority's scheduling and operations departments for explanation purposes.

3. The Committee shall have the opportunity to examine any proposed new schedule or major change in schedule and, after a period of not more than two (2) days, either express its approval or offer changes consistent with Paragraph A. If after two (2) days conference, the Schedule Committee cannot reach an agreement with the Schedule Department concerning the proposed changes, the matter may be taken up with the appropriate Operations Manager for review and decision. Following such decision or in the absence of any suggestion from the Committee, or after agreement between the Committee and the Schedule Department as to changes, the proposed new schedule or changed schedule shall be picked in accordance with Section 307. Any further complaints relating to schedules shall be made and considered by and through the officers of the Authority and the Union after schedules have been picked and worked.

4. In the event differences between the Union's Schedule Committee and the Authority cannot be reconciled after review and decision by the appropriate Operations Manager, with participation of the Union a demonstration of the Union's proposed change shall be undertaken under the direction of the appropriate Operations Manager after the schedule has been in operation seven (7) calendar days to show whether or not such schedules are workable. Adjustments shall be made in schedules in accordance with the results of the demonstration and it is agreed that such adjustments will be started with the next available pick.

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Minor adjustments can become effective immediately upon mutual agreement of the parties.

Section 302

WORK IN ADDITION TO RUNS AND PAY FOR SUCH WORK

A. Operators who work regular runs and on the same day work unattached meal reliefs or trippers or any additional work added to that which was picked including late time on scheduled open pieces shall be paid time and one-half for the actual time in the extra work.

B. When work is performed in passenger service in addition to runs under conditions where there is no necessity for turning in between the run and the additional work, the turn-in allowance will not be paid on the additional work. However, operators who have completed runs and turned-in for the day and are subsequently called out to perform additional work in passenger service will be paid the turn-in allowance on the additional work also.

C. When operators wait between the completion of a run and the beginning of a tripper or other extra work or between a tripper or other extra work and the beginning of a run they will be paid for such waiting time on the following basis:

If the waiting time is more than twenty (20) minutes and less than one (1) hour, actual time will be paid at the time and one-half rate; if in excess of one (1) hour, one (1) hour will be paid at the time and one-half rate.

When an operator working a swing run performs an extra assignment in the swing period, he/she shall be paid waiting time on the same basis as stated above for whichever of the two (2) intervals listed below is shorter:

1. Between the finishing of the first piece of the run and the beginning of the extra assignment.

2. Between the finishing of the extra assignment and the beginning of the second piece of the run.

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In those cases where the extra assignment is continuous with the first part of the swing run or where the second part of the run is continuous with the extra assignment, no payment of waiting time will be made.

D. When operating conditions require the use of operators during the waiting time for which they are paid, they will be expected to perform work in transportation service as may be necessary. In the event operators are used to perform work during the waiting period, they shall be paid time and one-half for the actual work time. However, supervisors will see that those operators who desire it have adequate time for lunch during the waiting period.

E. When it becomes necessary to use operators in addition to their normally scheduled work day, such work will be distributed as near equally as possible. In distributing the work as near equally as possible, the following shall apply:

a. Those operators desiring to work in-addition will signify their desire by signing their names on the "Operators Available for Work" form prior to 2:00 P.M. the day preceding the day for which it applies.

b. A determination relative to the eligibility of the roster for assignment of work and the order in which the operators are to be assigned will be arrived at as follows:

   (1) The operator with the longest period of elapsed time between working in-addition, refusal to work in-addition, or inability to perform work in-addition due to lack of qualification will be numbered "1." If there are two or more operators with the same period of elapsed time, the operator(s) with the greater seniority will be numbered "1," and so on according to seniority order.

   (2) This process will continue until all operators who have signed the in-addition roster prior to 2:00 P.M. have been numbered.

   (3) Once all operators have been numbered, a line will be drawn beneath the last name and any operator signing the roster at a later time will be given in-addition work after all operators who had signed the in-addition roster prior to 2:00 P.M.

c. In-addition work will be assigned with the understanding that the most economical way of assigning the work will be considered, that

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is, the least amount of waiting time paid, provided the Operator(s) who are available and are numbered first receive an assignment.

d. In-addition assignments will be made according to the operators' numbered eligibility and availability, without regard to classification and/or length of paytime.

e. In "short notice" situations in which the next eligible in-addition operator is unable to report on time for the open work, operation of service will receive priority and the first in-addition operator on the roster who is able to perform the scheduled work will be assigned the work.

f. When it is necessary to use in-addition operators who have not signed the roster, record will be made that they worked.

g. If an operator signs up for work in-addition and is not qualified for the work available, the operator shall drop to the bottom of the work in-addition list for that day and will be charged as worked.

Section 303
ASSIGNMENT OF WORK AND PAY OF EXTRA OPERATORS

A. Extra operators shall have two (2) regularly scheduled days off each week. The Authority will specify the number of extra operators to be let off each day, and within the number specified the extra operators shall choose their day off in accordance with their seniority. Extra operators will receive time and one-half for time in excess of eight (8) hours on a daily basis. The time to be used in determining the number of hours on any given day, which shall be paid for at the rate of time and one-half, shall include time on report, but will exclude those items of time for which regular operators are not paid time and one-half on a daily basis.

B. Extra operators shall be paid at their regular rate for all time they are assigned to be "on report," that is, protecting the service, providing they remain in or about the crews' room where they are immediately available, if needed, until they are excused.

C. When an extra operator who is "on report" protecting the list is assigned a run or piece of work starting later in the day and is dismissed or excused from protecting duty within less than two (2) hours after the

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start of his/her protecting assignment, he/she shall be paid not less than two (2) hours at straight time or overtime rate, whichever may apply, providing the elapsed time between the start of his/her protecting assignment and the start of the work assignment is more than two (2) hours. If the elapsed time is less than two (2) hours the actual time in the interval shall be paid for.

It is understood that this two (2) hour minimum applies only in those cases where an operator who is "on report" is excused or dismissed because he/she has been assigned work which starts later in the day, and that it does not apply to extra operators who are excused when a report is called off and who have no work assignment.

D. Extra operators shall be guaranteed a minimum of eight (8) hours pay at their respective wage rates for each of five (5) days service per week.

E. In the event that extra operators are misassigned work on the extra list on a regular work day, they are to be paid the time called for in the correct assignment providing that the pay time of the correct assignment is greater than the one actually worked.

When, for reason of clerical error, an extra operator is assigned ("marked-up on") a run on the extra list and that run is then claimed by the regular operator who picked it, that extra operator will either be assigned to another run that starts within one (1) hour of the originally scheduled starting time, or be released. For the purpose of assignment to another run, that extra operator will be assigned before any other extra operator.

The newly assigned run must fit only within the start and finish times of the originally scheduled run. If such a run cannot be found within the one-hour time frame allowed, the operator is to be released and paid according to the first paragraph of this subsection (303E).

F. Suspended or discharged operators who return to work during the interim of a pick or during the picking of runs shall work within the confines of the run they could have picked until the effective date of the next run pick.

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Section 304
REVOLVING EXTRA LIST AND ASSIGNMENT OF WORK TO EXTRA OPERATORS

A. At the time of a pick, all operators picking the extra list will be placed in seniority order. During the effective period of the pick, extra operators will be placed each day in the following order:

1. Operators returning from active military duty.
2. Extra operators returning from pass day.
3. Extra operators in the order in which they fell the preceding day.
4. New operators reporting for their first day.

B. When the Revolving Extra List is made up for the following day, no extra operator will be assigned a run which has sharking time that will allow an elapsed time of less than eight (8) hours between the finish of one day's work and the sharking time of the next day's work. "Finish Time" is to be computed by adding scheduled travel time plus turn-in time to platform time.

Extra operators affected by the ruling outlined in the above paragraph will be assigned the first run, regardless of classification, which has a sharking time that will allow a minimum of eight (8) hours' time between the finish of one day's work and the start of the next day's work.

The provisions contained in the two (2) preceding paragraphs do not apply on a paid holiday or the day following a paid holiday. The placement of all operators on the extra list for the day of a picked holiday will be in seniority order.

C. A run which is to be worked from the extra board is to be filled by the first qualified operator on the list who will hold a shark or open run but one (1) day, excepting that any night car or night bus run will be held by that extra operator for one (1), two (2), or three (3) days as the case may be. A night car or night bus run that is open for more than three (3) days shall be assigned to an extra operator for not more than three (3) consecutive days, after which it shall be assigned to the next extra operator in line for such work. However, if such a run is assigned to an extra

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operator whose pass day or days fall within the three (3) day period, it shall be worked by that extra operator for only one (1) or two (2) days, as the case may be, and then reassigned to the next extra operator in line for such work.

D. When irregular trippers leave the division before all regular operators have reported, the same shall be worked from the bottom of the extra list, after which the extra operator or operators at the top of the list shall be given such work; this will apply to the A.M. and also the P.M. report periods for extra operators. No extra operator who has worked an A.M. tripper or piece of work shall be assigned to work a P.M. tripper or piece of work if there are other extra operators available at the division who have not worked that day. All open runs shall be filled the day before when the list is made out for the following day except as provided for in Section 305, Paragraph (V).

E. Extra operators who have made an A.M. report and who, on the same day, are assigned P.M. reports are to be assigned work, regardless of classification, from the top of the recalled A.M. report down after the list of operators who have made only P.M. reports has been exhausted, except that the "top" extra operator who has made only a P.M. report may be held for run protection; provided, however, that in the assignment of runs to extra operators on report on a holiday on which either short runs or Sunday schedules are used, the top extra operator on report is always to be assigned the first run open for assignment on P.M. report. For example, an extra operator is assigned an 11:00 A.M. report and other extra operators following on the list are on 12:00 noon and 12:30 P.M. reports; a run comes open for assignment sharking at 12:45 P.M. The run is to be assigned to the 11:00 A.M. report operator as the first run assigned following his/her report time. Extra operators absent from duty on the holiday due to sickness or other excused absences are not to drop on the following day's list, but are to retain the same positions on the list they would have held if they worked on the holiday. All operators picking the extra list on a holiday must be qualified on all routes working out of that division at the time that they pick.

F. 1. When short of extra operators the extra operators marked on the P.M. runs may be required to work a tripper in the morning or on

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Saturdays around noon, and those operators assigned to A.M. runs may be required to work P.M. trippers or perform other P.M. extra work in which case they will be paid time and one-half for actual extra work performed and in addition will receive the allowance for waiting time on the same basis as a regular operator who performs extra work in addition to a run. When any extra operator or sharked operator is held after the last P.M. report is dismissed, to perform work which may or may not develop, he/she is to be paid from the time the report is dismissed to the time he/she is through with the work for which he/she was held or to the time he/she is dismissed because the expected work did not materialize.

F. 2. In the assignment of additional work to extra operators who work runs, the following shall apply:

a. Conditions permitting, additional work assigned to extra operators who work runs will be marked upon the list for the following day in order that the extra operator(s) may have as much advance notice as possible of the additional assignment.

b. When conditions or circumstances do not permit assignment of additional work as covered in Paragraph (a.) above, extra operators are to be given as much advance notice as possible of the additional assignment on the day of the assignment; even to the extent of being contacted on the road. When an operator is "plussed" on the extra list, that operator will not be required to work more than fourteen hours from start to finish. When an extra operator is "plussed" after the completion of an assigned run, the additional work must have a starting time within two hours of completion of the assigned run. Extra operators on report will not be required to work more than fourteen (14) hours from their start to finish.

c. Nothing contained in Paragraphs (a.) and (b.) above is to be interpreted as an abrogation of the Authority's right to assign additional work to extra operators on the short notice if conditions and circumstances do not permit advance notice.

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d. All extra assigned work which would begin more than two (2) hours after the end of the day's assignment shall be strictly voluntary.

G. In the assignment of open and miscellaneous work other than runs, which work starts after the last P.M. report of extra operators has been dismissed, the following provisions will govern:

1.a. An extra operator who on any given day has made any A.M. report and who also has made all P.M. reports shall not be assigned to nor required to work any open piece of scheduled work, part of a run, or chartered or miscellaneous work which starts on that day after the last P.M. report of extra operators has been dismissed, unless he/she will voluntarily perform such duty. This shall not apply to an extra operator who has sharked that day or is serving a shark from the previous day, nor shall it apply to a regular operator who is serving on the extra list because of sharking, except when the performance of such P.M. work would allow less than eight (8) hours off duty between the finish time of that day's work and the sharking time of the following day's work. "Finish time" is to be computed by adding outside travel time plus turn- in time to platform time.

b. During the A.M. report period, the extra list will be reversed at 9:00 A.M. That is, beginning at 9:00 A.M., the "top" positioned report operator will then become the "bottom" positioned report operator and vice-versa. Once the extra list has been reversed, the new "bottom" position report operator will be assigned the miscellaneous work, after which the new "top" positioned report operator(s) may be assigned such work. This method of assignment in the A.M. will continue until 12:00 noon.

2. An extra operator or sharked operator who on a given day has not made an A.M. report and whose first report is a P.M. report, shall be required to work any open piece of scheduled work, part of run, or chartered or miscellaneous work which starts between the time the last P.M. report of extra operators is dismissed and 10:01 P.M., and to which he/she is assigned before or at the time the last P.M. report of extra operators is dismissed. An operator serving a one (1)

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day shark shall not be required to perform such work as mentioned above which starts after the last P.M. report of extra operators is dismissed.

3. An extra operator who has had less than a day's work up to the time the last P.M. report is over and who is then dismissed, but is later called out to perform any type of work that has unexpectedly developed, will be paid for the work performed on this later "call-out" as if it were a new and separate day. In other words, if the work is less than four (4) hours it will pay four (4) hours, and if greater than four (4) hours it will be paid for just as though no other work had been performed that day.

4. When scheduled, miscellaneous or chartered work starts after 10:00 P.M., the work will be assigned to regular operators to perform in addition to their runs unless extra operators will perform it voluntarily. Dispatchers will be expected to give preference to any extra operator desiring the work if it is practical to do so in view of the operator's assignment for the following day and it would allow not less than eight (8) hours off duty between the finish time of that day's work and the sharking time of the following day's work. "Finish time" is to be computed by adding outside travel time plus turn-in time to platform time.

H. 1. An extra list pass day pick shall be conducted every four (4) weeks, unless the parties mutually agree to do otherwise.

2. Approximately fifty percent (50%) of the pass days available to the extra list shall be posted at the start of a pick. The remaining pass days shall be posted no later than fourteen (14) calendar days from the first picking day.

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Section 305
OTHER WORKING CONDITIONS AND PAY ALLOWANCES

A. All scheduled trippers or other movements of cars or buses shall pay not less than four (4) hours' time when this is the only work performed. Over four (4) hours and up to five (5) hours shall pay straight time. The pay time for trippers shown on the schedule shall include the required sharking time of thirteen (13) minutes for bus service and ten (10) minutes for rail service, the turn-in allowance of two (2) minutes, as well as any necessary traveling time or waiting time to catch cars or buses to a relief point, which allowances may be offset by time to make four (4) hours.

B. On a day on which an extra operator receives less than eight (8) hours' pay time, he/she shall be paid a minimum of eight (8) hours at the applicable rate.

C. When after schedules have been placed in effect time is added to the run, the operator who picked the run will be paid at the time and one-half rate for the added time. Time added to runs will be paid for in accordance with the above rule and any dead time to make eight (8) hours in the runs affected shall not be used as an offset to the added time.

D. When a car or bus is delayed by accident or any other cause so that an operator necessarily riding on same cannot reach his/her place of reporting on time no miss shall be charged against him/her, but he/she loses his/her run for the day if not in time to take his/her car or bus out on scheduled time. But such operator may be used to work a tripper, meal relief or a run of the same type, or to do a reasonable amount of other transportation work if he/she is needed during the hours of his/her regular run and during the hours of a tripper or meal relief, receiving therefore the amount allowed a non-sharked extra operator for such if there is no extra operator to take such work. An operator scheduled to report before 8:00 A.M. and who misses his/her run for the reasons above stated shall be placed at the foot of the extra list, shall be treated as an extra operator and shall be paid for any transportation work assigned to him/her, but he/she cannot be required to take work which extends more than two (2) hours beyond the finishing time of his/her regular run, and if he/she has

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remained at the division during the hours of his/her regular run and has obtained no work or less than eight (8) hours of work, he/she shall receive a minimum of eight (8) hours at his/her regular rate. For the purposes of assigning work, operators who miss runs for reasons stated above shall be ahead of sharked extra or sharked regular operators and must perform all work assigned to them for which they are qualified within the limitations stated above.

E. Operators required to learn new routes brought about by the consolidation of divisions or routes shall be paid time required to learn such routes at their regular rate of pay but not exceeding two (2) round trips on each route.

F. Suitable accommodations will be provided for operators to eat their meals. For purposes of this Agreement, "suitable accommodations" means a place where all of the following three (3) facilities are available: 1) commercial food service; 2) a noncommercial eating place where an operator may eat food brought from home; and 3) toilet and washing facilities.

G. When any operator, both regular and extra, starts to work on his/her car or bus and he/she is called home on account of sickness of his/her family or should be ill himself and is excused for the balance of the run, he/she will be permitted to work his/her run the next day provided he/she reports in time for his/her run, but should he/she fail to report in time he/she shall be sharked, subject to change with satisfactory explanation to the Dispatcher or Superintendent.

H. All cars before leaving the division shall be cleaned and properly equipped by car house employees. Equipment shall include proper window wipers. All switches on car shall be cut in by car house employees before the car is due to leave the division. Heater switches shall be cut in by car house employees at least thirty (30) minutes before leaving in cold weather.

I. All buses shall be properly equipped for service and shall be started up or warmed up fifteen (15) minutes before leaving when the temperature is below freezing, unless they are parked in a heated garage by service persons. Also, all vehicles regularly used in revenue service will be equipped with a functioning right side mirror.

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J. When an operator is delayed on the trip he/she is scheduled to be relieved for his/her meal and as a result loses a part of his/her meal relief, he/she shall be paid for such loss at the rate of time and one-half in addition to the pay of his/her run and shall resume duty at the scheduled time if he/she has had a half-hour or more off the car or bus.

Under average operating conditions, an operator who is operating so late on his/her meal relief trip that he/she will not have at least one-half hour off the car or bus between the time he/she is relieved and the time he/she is scheduled to resume work, shall have one (1) of the following choices:

1. He/she may choose to eat in the time remaining of the scheduled meal break and return to work at the scheduled time, in which case he/she shall be paid time and one-half for the time lost from the scheduled break. However, any operator making this choice must do so at the time he/she is relieved and must so inform the supervisor of the route involved, and thereafter is obligated to return to work at the time shown on the schedule.

2. He/she may request the supervisor in charge to provide him/her with a meal relief period of at least a half-hour. Upon receiving such a request the supervisor shall either arrange to provide the operator a meal break of at least a half-hour beginning at that time, or he/she may defer providing the requested relief until the next time operator passes the meal relief point. Under either of these conditions operator will be paid at the rate of time and one-half for that amount of time, if any, by which the scheduled meal relief period exceeds the length of the meal break actually received.

The Authority will make every effort to see that operators obtain their meal reliefs. However, in the case of emergencies where no extra operators are available and the supervisors have been unable to get regular operators who are willing to work and it is thus impossible to provide the scheduled meal reliefs without removing cars or buses from service, the operators involved when directed to do so, shall work straight through without a meal break of at least thirty (30) minutes. In that event they shall be paid time and one-half for the scheduled meal period, and in addition

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shall receive an allowance equal to the scheduled meal relief at straight time.

K. Time and one-half will not be paid on the allowances for making out accident reports and statements, and for excess spread, on time spent qualifying or requalifying, on late time on scheduled runs, nor on any other item of time which has been paid for at the rate of time and one-half.

L. The Authority agrees to provide reasonable and adequate service at the divisions to enable operators to pullout and turn in expeditiously.

M. Late time caused by blockades shall be paid for at time and one-half and in no case will such late time be offset or reduced by any dead time contained in the run.

This provision applies only to standing delays in excess of thirty (30) minutes duration and then only in those cases where the operator involved is not responsible for nor contributory to the cause of the delay, and has not contributed to the prolongation of the delay by failing to notify the Traffic Dispatcher of the condition with reasonable promptness or neglected to take such action as would normally be expected of him/her to remove the cause of blockade. This provision does not apply to late time arising from running delays caused by such things as traffic congestion, slow moving traffic, or heavy hauling.

N. All operators taken off their picked runs to work other runs with less pay time shall be paid time called for on their picked runs. This also applies to a Saturday other than weekday schedule if used in Christmas week or any other weekday.

O. Qualified operators requiring retraining will be compensated at their regular pay rates for all time, including travel time, involved in the retraining.

P. Operators will receive their regular rate of pay for all extra time spent in learning to operate any new equipment the Authority may put into operation.

Q. All passenger cars and buses shall be operated by a qualified operator when carrying passengers, and all car and bus changes will be made by qualified operators when they are available, except that at other than reporting periods no operators will be kept at the stations for car and bus changes when in the opinion of the Superintendents it is not of any

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advantage to the Authority to do so. However, any vehicle in tow need not be manned by an operator.

Section 305Q shall be amended to allow for a multi-car train to be operated by one operator after the Authority installs a communication system between cars and door operating safety modifications.

R. All operators shall receive an allowance of up to thirty (30) minutes for making out all reports requiring the use of an accident blank and for all requested written statements.

S. Where a student is assigned to an operator for teaching on the operator's run or tripper, the operator shall receive one dollar ($1.00) per hour in addition to the regular rate of pay for the scheduled time in his/her run or tripper. Where the student is assigned for teaching for a specific number of hours, less than the operator's run or tripper, the additional pay will be for the actual hours of the student's assignment.

T. All supplies, notices and equipment used by the operator in performance of his duties and jobs shall be located and made available in or adjacent to each locations' crew room. No operator shall be required to make more than two (2) day cards for one (1) run.

U. When an operator is marked up for a regular run and he/she reports on time, and through no fault of his/her there is no car or bus for him/her, he/she shall be kept at the division and be required to do any work assigned to him/her during his/her hours of regular service, receiving the time called for on his/her own run and such operators are to be assigned work *after* extra operators in good standing who are on report but ahead of regular and extra operators who have missed runs due to late buses and/or cars and sharked regular and extra operators. When an operator who on the same day works a regular run is marked up for work on trippers, meal reliefs, or miscellaneous work and he/she reports on time and is not sharked on that day, and he/she is not used, he/she shall be paid time called for in such extra work at the rate of time and one-half. To receive this compensation he/she must remain at the division and do any work assigned to him/her during the hours of the trippers, meal relief or miscellaneous work on which he/she is marked.

V. An operator working an early-late or late run who is unable to take out such run because of illness shall be permitted to work his/her run

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on the succeeding day provided he/she notifies the dispatcher of his/her ability to work by 12:00 noon of that day, or three (3) hours before he/she is scheduled to report, whichever is the earlier, and the run will not be marked up for work by the extra list until it is open for two (2) days. If he/she is unable to work on this day his/her run will be marked up for work by the extra list until he/she returns to work by giving notice to the Dispatcher by 2:00 P.M. of the day preceding the day he/she returns to work. A regular operator scheduled to work a late run who reports off sick before starting the run and whose next day or next two (2) days are pass days will be carried on the sick-absence list and his/her run will be marked up for work by the extra list until he/she gives notice to the Dispatcher of his/her intent to return to work by 2:00 P.M. of the day preceding the day he/she returns to work.

W. If an employee reports a shortage in his/her pay by noon Thursday following the pay day, he/she shall be paid the shortage, if any, by Friday, so long as the shortage is not the fault of the employee. If the shortage is the fault of the employee, the Authority shall adjust the shortage in the next regular pay.

X. The Authority shall at all times be required to maintain an adequate extra list. No regular operator will be compelled to do any extra work after his/her day's work is done except that to avoid leaving a car or bus standing in the street, an operator may be required to make an extra trip if there is no operator to relieve him/her.

Y. Employees of the Authority or any other persons are forbidden to solicit on the Authority's premises, including cars or buses, or in front of the divisions or offices, contributions to benefits, balls, individuals or any other objects. They are also prohibited from carrying on the barter or sale of tickets or watches, suits or articles of any kind on the Authority's premises. This includes all forms of lottery and pool tickets. Should it be necessary to raise a subscription for an employee or employee's family the same shall be submitted to the Assistant Manager of Transportation for his approval or disapproval in writing, and a carbon copy to be posted at the division.

Z. 1. Unless they have returned to the classification of operator for a period of more than seven (7) days, extra route Foremen,

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Dispatchers, or Instructors shall not be eligible for extra work other than extra work in the department in which they are assigned.

2. Qualified extra supervisors shall not work in such classification (Route Foreman, Dispatcher, Instructor) unless they have picked the operators' extra list; however, this provision will not apply to those who are unable to pick the extra list due to insufficient seniority.

A.A. The following provisions apply to work on Miscellaneous Cars in rail service only:

1. On other Authority cars including work cars and line cars in which work the movement of the car is not the only duty of the operator, operators shall pick such as are regular in character once during each year at the time of the annual system pick, and operators so picking shall be subject to the approval of the Assistant Manager of Transportation and they must perform such work in accordance with instructions of the department to which they are assigned. Operators regularly working the above mentioned miscellaneous cars will not be permitted to pick work on passenger cars. Cars in special service such as welding, grinding, etc., running less than twenty-five (25) miles per day on a monthly/daily average basis may be operated at the discretion of the Authority by the more skilled welders, grinders, etc.
2. Operators working snow plows, sweepers, scrapers or salt cars shall be paid twenty-five cents ($0.25) per hour in addition to the regular basic rate. Meals will be allowed operators doing this class of work at the expense of the Authority. Where regular operators have been detailed for snow plow, sweeper, scraper or salt car work they shall not be required, if they have done four and one-half (4 1/2) hours sweeper, snow plow, scraper or salt car work, to take their regular runs if extra operators are available. Extra operators taken to fill such runs shall be taken from the bottom of the extra list. However, if there are five (5) hours intervening between the finish of the snow plow, sweeper,

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scraper or salt car work and the commencing of his/her regular run the latter provision shall not apply. Where work on a snow plow, sweeper, scraper or salt car is performed by an operator who on the same day also completes a regular day's work, the pay for the snow plow, sweeper, scraper or salt car work is to be calculated at one and one-half (1 1/2) times his hourly rate and then the snow plow, sweeper, scraper or salt car rate of twenty-five cents (25¢) per hour added.

Section 306
SYSTEM SENIORITY AND SYSTEM PICKS

A. The Authority shall establish and maintain a single seniority list of all transportation operators (i.e., street car and bus operators employed on the system). At the time of establishment of such system seniority list (i.e., immediately prior to the first system pick), operators already in service were placed on such system seniority list in the order of their "picking" seniority dates at their respective car division, or in the bus operation division. Operators from different divisions who had the same seniority date established their relative permanent positions on the system seniority list by a drawing of names by operators involved at the time of the first annual pick.

New employees will be placed on the system seniority list in the order of dates and time of day they actually report to the Dispatcher with their credentials ready for work as an operator.

B. System picks will be provided for at least once each year at a time to be mutually agreed upon by the Union and the Authority. Additional system picks will be allowed to afford operators an opportunity to re-select divisions if a new division is opened, or if divisions are closed or consolidated, or if any substantial change is made at any division involving the transfer, abandonment or conversion of an existing route or routes. In the event of a conversion from street car to bus operation or vice versa which is not substantial enough to justify a system pick the number of operators required to operate the substitute service will

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be permitted to transfer to the division to which the work is transferred and to merge their seniority at that location until the next system pick.

In the event of an emergency requiring the transfer of a route or routes from one division to a new location or locations in such haste that a system pick cannot be held first, the Authority will specify the routes and number of regular and extra operators to move from Division No. 1 to the new division or divisions. Operators at Division No. 1 will then choose in the order of their seniority whether to transfer or to remain at Division No.1. In case a sufficient number of operators do not desire to move, the Superintendent will move a sufficient number of operators from Division No. 1 to the other division or divisions, beginning at the bottom of the extra list at Division No. 1. After the route or routes have been transferred under the emergency a system pick will be held starting within two (2) weeks, unless the change is not substantial enough to justify a system pick.

In the event it is necessary to temporarily transfer a route or part of a route from one division to another division because of construction work or other cause which will continue for a period of less than one (1) year, the following shall be the method of procedure:

1. A notice will be posted six (6) days ahead at Location No. 1 stating the routes or parts of routes that are to be moved, and also stating the number of operators in their particular class necessary to operate the cars or buses of the routes or parts of routes that are being moved from Location No. 1 to the new location. For instance, if there are three (3) earlies, three (3) lates and three (3) swings being moved, the corresponding number of operators in their respective class shall go with them; also, a proportionate number of extra operators.
2. In case a sufficient number of operators of any particular class (early, late or swings) do not desire to move, their place may be taken by operators in the next lower class; in case there is not a sufficient number of operators desiring to go, the Superintendent will move a sufficient number of operators from Location No. 1 to the other division beginning at the bottom of the extra list at Location No.1.

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3. Within ten (10) days after the route is moved there will be a pick of runs at the new location, and operators who transferred with the route will merge their seniority with the other operators at that place. Each operator on the merged list shall pick in the regular manner according to his/her seniority.

When the route or part of route is returned to its former division upon the completion of the construction work or the removal of any other cause for its being transferred temporarily, operators who transferred with it shall return with it.

C. The total number of operators electing to work at any division shall not exceed the combined quota of regular and extra operators established by the Authority for that location. The quota of regular operators will be the number required to fill all the regular runs on the schedules on a five (5) day week basis, and the number of extra operators shall not exceed the quota as determined by the Authority for each division.

A list of the number of each type of run on the schedules at each division and the number of extra operators will be posted at all divisions at least one (1) week prior to the beginning of the selection of locations by the operators.

D. 1. System picks will be held at a mutually agreeable place. The operating force will be divided into groups of about three hundred (300) operators who will pick their location on a given day. The individuals in the group designated to pick on a given day will be given thirty (30) minutes from the time they are notified by the dispatcher that it is their turn to pick during which time they must be present at the Division and make their choice by either of the following methods:

a. The operator shall be available in person at the agreed place during his/her assigned one (1) hour period to make his/her choice whenever it becomes his/her turn to choose; or

b. An operator who does not desire to go to the picking place may indicate his/her choice of location on a Choice Card, listing the locations on the card in the order of his/her preference, and deliver same to the Division Superintendent

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or Dispatcher in person at least three (3) hours in advance of the time designated for him/her to pick; or

c. An operator who will be off duty at the time designated for him/her to pick but who will have insufficient time to go to the picking place before his/her scheduled return to work, may pick his/her location, by telephone provided he/she promptly informs his/her Division Superintendent or Dispatcher that he/she desires to do so and provided that he/she remains available at the division to immediately make his/her choice when notified. In the event notification to pick has not been received at the time operator is scheduled to return to work, he/she may either indicate his/her choice of location in the order of preference on a Choice Card and submit same to the Division Superintendent or Dispatcher, or he/she may request to be relieved from his/her work until such time as he/she is notified to pick. In the latter case, operators shall assume the cost of the time incurred in relieving him/her.

Any operator who would be working at the time he/she is scheduled to pick and who desires to make his/her choice in person at the place of picking in lieu of (b.) or (c.) above will be required to arrange with the Dispatcher to be relieved in time to pick and be required to stand the cost of such time as is incurred in relieving him/her.

2. If any operator designated to attend a system pick at a specified time fails to attend without having informed the supervisors in charge of the pick in advance of a good and sufficient reasons for such failure, or if the operator fails to pick within thirty (30) minutes of notification of their turn to pick, the supervisors shall, if possible, sign him/her up at his/her present division. If that is not possible the supervisors shall sign him/her up according to their best judgment, trying to assign him/her to a location nearest his/her place of residence.

3. If an operator is off duty on account of illness or other good and sufficient reason and is unable to attend a system pick at the timed designated, the supervisors of the pick shall, if possible, ascertain his/her choice and sign him/her up accordingly. If impossible to ascertain such an

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operator's choice the supervisors shall proceed as in (D. 2.) for the operators who fail to attend a system pick for no known reason.

4. An operator on vacation or leave of absence at the time of the system pick shall express his/her first choice of location, and as many alternate choices as he/she desires to make in the order of his/her preference, in writing, and leave same with his/her Division Superintendent before taking such vacation or leave of absence. If it is impossible for him/her to be assigned to any of his/her choices of location he/she shall be signed-up by the supervisors according to their best judgment.

5. Operators who are off on leave of absence, military duty, official Union business, special assignment as temporary supervisors, and whose return to operating duty is indefinite, will not choose a location at a system pick. When they return to operating duty they may choose any division at which there are operators with less seniority, or at which there is a shortage of extra operators, and they will serve on the revolving extra list at the location of their choice until the next choosing of runs at that location.

6. An operator who is off on leave of absence, official Union business, or on special assignment by the Authority, who will return to operating duty within thirty (30) days after the effective date of a system pick, will make a choice of location at the system pick and will choose a run at that location if a local pick takes place, before the thirty (30) day period expires, such run to be worked by the extra list until he/she returns to operating duty.

E. 1. If an operator who has chosen to move to a new location and is unable because of physical inability to perform his/her work at the new location he shall be entitled to return to the division at which he last worked.

2. If at any time an employee receiving a disability pension returns to work between picks, he will be placed on the extra list in the position that their seniority permits them.

3. If an operator is permitted to move to buses, streetcars or LRV for any medical reason, he will be returned to his/her previous location. Upon their return, he will be placed on the extra list in the position that

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their seniority permits them and will rotate on the Extra List until the next location pick. Also, if an operator is disqualified from trolleys, LRV or buses for any reason, he will be returned to his/her previous location and will be placed on the Extra List in the position that their seniority permits them, and will rotate on the Extra List until the next location pick.

4. Disqualified operators who return from being off 2,080 hours between system picks shall be entitled to return to the division in which they last worked. They will be placed on the Extra List in the position that their seniority permits, and will rotate on the Extra List until the next location pick.

F. Operators who do not have a Pennsylvania State driver's license will not be permitted to choose bus operation work at any system pick.

G. Regular and extra operators who change locations at the time of a system pick must arrange with the Instruction Department immediately after they pick to become fully qualified at the new location.

The Authority shall have the sole discretion in the hiring and furloughing of extra operators and will determine the number of extra operators required at each location.

Whenever it becomes necessary to transfer extra operators from one division to another, the Authority will first offer the opportunity to transfer to extra operators in order of seniority. In the event an insufficient number of extra operators choose to transfer, extra operators will be transferred in inverse order of seniority.

H. Extra operators will be subject to transfer between divisions if necessary to equalize extra lists at times between system picks or to be furloughed if the quota of extra operators for the system is exceeded. In the event of a furlough, operators will be furloughed on the entire system in the reverse order of their starting dates as operators. Operators who are to be furloughed and whose seniority dates from October 4, 1959, or a date prior thereto, will have the right in the order of their seniority as an operator to elect to bump an employee in the non-operating group whose seniority date is subsequent to October 4, 1959, provided each operator can qualify for the job classification into which he/she desires to bump. An operator who under this procedure obtains a job in the non-operating group shall be given October 4, 1959, as his/her seniority date in that

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group, and this seniority date shall apply when bidding for a posted job and when a lay-off of non-operating employees occurs. While employed in the non-operating group he/she shall retain his/her seniority date as an operator with all of the privileges of a furloughed operator. If furloughed from the non-operating group he/she shall retain his/her seniority date as an operator and his/her seniority date of October 4, 1959, as a non-operating employee, both for a period of two (2) year concurrently running, with all of the privileges of a furloughed operator and of a furloughed non-operating employee. Furloughed operators who have been laid off for a period of not more than two (2) years will be notified of opportunities for re-employment by registered mail, but if any such operator fails to respond within five (5) days to such notice or declines to be rehired as a street car or bus operator, there shall no longer be any obligation on the part of the Authority to give him/her further consideration for employment. If the vacancies are not filled under the foregoing procedure, the Authority may fill the vacancies by hiring new employees.

I. Operators who are required to move to another division and to qualify on new routes, or on street cars or buses if they have not previously operated such equipment, as a direct result of conversions, abandonments, consolidations or transfers of routes, shall be paid for qualifying.

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Section 307
PICKING RUNS

A. In addition to the system picks which will determine the location at which operators will work, runs in passenger service shall be chosen at each division every three (3) months, during January, April, July and October. Runs selected in the January pick shall go into effect in March; those runs selected in the April pick shall go into effect in June; those runs selected in the July pick shall go into effect at the end of August or the first part of September; and those runs selected in the October pick shall go into effect in November of each year. In the event runs have been chosen within the thirty (30) calendar days previous to the dates specified and changes in the schedules are to be made within thirty (30) calendar days following these dates, a pick of runs will not be made unless requested by the Union. At such other times as operating conditions require, additional picks will be made. Where reliefs are necessary during these additional picks for operators to pick their runs, the Authority shall bear the expense of same. The choice of runs will be in accordance with the seniority rights of the operators at the division where they report. The oldest operator in the service will be given the first choice of runs and so on down through the list, and where there is more than one (1) route out of a division, operators shall have the privilege of picking their runs on any route.

B. All schedules shall be picked on the basis of five (5) days' work per week. When schedules are being picked, operators will continue to choose runs as long as five (5) days' work is available. At the beginning of each pick a list will be posted indicating the number of operators allowed off each day, and from this list operators, in accordance with their seniority, may choose two (2) days to be off during the week until the number to be allowed off on any day has been exhausted.

C. When schedules are being picked, operators will go to the list in accordance with their seniority and choose from the posted work five (5) days' work as follows, except that any operator may elect to pick the extra list until the quota of extra operators designated by the Authority for that particular division is filled:

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1. The same week day run for five (5) weekdays, or
2. The same weekday for four (4) weekdays and a Saturday or a Sunday run, or
3. The same weekday run for three (3) weekdays and a Saturday and a Sunday run, or
4. An assembled week's work made up from weekday runs passed up by other operators or the combination of passed up weekday runs and a Saturday and/or a Sunday run.
5. An assembled week's work made up from weekday runs passed up by other operators and one (1) or more days taken from one (1) unbroken run or the combination of the above and a Saturday and/or a Sunday run.

D. 1. The officials of the various divisions shall place at least five (5) days ahead of the contemplated change a list showing run numbers and the hours and minutes each one works and pays, and also route numbers for which the runs are scheduled. Also a list of names shall be placed in the crew's room starting with the oldest operator in service and so on in rotation through the entire list. All such rosters shall be posted at least forty-eight (48) hours before any operators shall be required to start to pick. New picks shall as far as feasible be put into effect on Sundays.

The Union will be furnished copies of the schedules at the time they are forwarded to the division for posting. Once the picks are posted and while the picking of runs is in progress there shall be no changes without the consent of the Union.

2. A separate picking board shall be placed in the crew's room of each operating division and the board shall be updated daily.

E. Each operator when choosing his/her run shall check his/her name from the list. Each operator shall be given thirty (30) minutes from the time they appear in person to the Dispatcher and it is their turn to pick. If any operator fails to sign up within the specified time, or should he/she be at the place of picking and would have had the opportunity of selecting his/her run irrespective of the specified time and he/she fails to do so, the Superintendent shall be empowered to sign him/her up on the highest and best run that may be open. "Highest and best run open" means the early runs so long as the early runs are available; thereafter, the longest run open

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without regard to type. However, an operator where possible shall be given the same type of run for weekdays, Saturdays and Sundays, but if necessary in order to do this the length of run would be disregarded and in case he/she has given a written preference he/she shall be given the type of run he/she desires, if possible. The Superintendent will not choose a night car or night bus run for an operator unless he/she has been asked by phone or otherwise to do so by operator. Any operator picking a night car or night bus shall pick five (5) nights' work if such is available. This, however, shall not deprive an operator of the privilege of passing up his/her run on Sundays. A Boardperson shall be notified at the time of the Superintendent picking for an employee.

F. In case any operators lose their runs because of a curtailment of service, they shall, if possible, be given equally good runs of the same kind (night or day) on some other route at their own division, and shall be paid at least their old time. In case there are no runs open, operators will be held at the division during the hours of their previous service to help out in the service, and are to be assigned work after extra operators in good standing, but ahead of regular and extra operators who have missed runs due to late buses/cars and sharked extra and regular operators, receiving their former pay until the next picking of runs. In the alternative, runs may be picked at once, but when it is more than thirty (30) days until the next picking of runs the runs shall be picked over again if there is any dissatisfaction, but it is directly understood that there shall not be a picking of runs every time the traffic requires a change of schedule.

G. It is understood that all runs on the schedule shall be picked as long as there are operators to pick them. However, student operators will be permitted to pick runs only if they are expected to qualify before the effective date of the pick.

H. When it is necessary to transfer extra operators from one division to another during a time when picks are in progress, the extra operators transferring are to be included in the picking list of the new division in order of seniority and will pick a run or the extra list according to their position on the picking list. This procedure will be followed only if at the time of the pick the operators transferring have been chosen as the transferees prior to or when the pick is in progress and before the picking

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is completed; at any other time when operators are transferred, they will serve on the extra list until the following pick. The Authority will make every effort to have the operators chosen for transferring at the time of the pick if they are being transferred for equalization of the list for that certain pick.

I. With reference to holiday schedules, the Authority will post the lists as early as feasible and the picking will be carried on as expeditiously as practical so that it will be completed at least three (3) days before the holiday. However, if some emergency or unforeseen condition should arise which necessitates a change in the holiday schedule just before the holiday and as a consequence there is insufficient time for picking, the Dispatcher shall mark up operators according to their seniority of service, excepting that if the schedule is one previously picked for the period operators will work the runs selected on that schedule.

Section 308
WORK ON PASS DAYS

A. All work on pass days when performed by regular operators or extra operators shall be paid for at time and one-half. In the case of scheduled open pieces or miscellaneous work of less than four (4) hours' actual time which are worked by regular operators or extra operators on their pass days, time and one-half on the four (4) hour minimum will be paid. In other words six (6) hours' time will be paid for such open work when performed by a pass day operator. In paying for miscellaneous work performed by operators on their pass days the pay time for such work will be computed as follows:

Pass day operators who do miscellaneous work of between four (4) and seven (7) hours in length will be paid time and one-half on the actual time. If the actual time is between seven (7) and eight (8) hours they shall be paid eight (8) hours at time and one-half.

B. When pass day operators are called out to do miscellaneous open work or scheduled open pieces, the Authority may use the operator for the full time paid for. That is, if a pass day operator is called out to do miscellaneous work or scheduled open pieces which is of less than four

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(4) hours' actual time, he/she may be required to work the full four (4) hours at various jobs or may be held if it is expected some miscellaneous or scheduled open work will come up.

C. Extra operators or pass day operators performing work in passenger service will receive an allowance of two (2) minutes for turning-in which also may be offset by any dead time allowed to make four (4) hours or eight (8) hours. If the work is between five (5) and seven (7) hours the turn-in allowance will be included in the time to be paid for at time and one-half.

D. 1. When it becomes necessary to use operators on their pass day, such operators shall be secured from a revolving list according to seniority, to the end that such work shall be distributed as near equally as possible. Pass day work shall be voluntary on the part of any operator.

2. In distributing work as near equally as possible under (1.) above, the following shall apply:

a. In the event that an operator who in his/her place on the revolving pass day list is entitled to an assignment and is inadvertently passed up, he/she shall be paid for the time in the assignment to which he/she was entitled.

b. In the event that an operator in his/her place on the revolving pass day list is misassigned, that is, he/she is assigned the wrong work, he/she shall be paid the time in the assignment to which he/she was rightfully entitled providing such pay time is greater than that in the assignment actually worked.

c. In order to insure that pass day work is distributed as near equally as possible, the following records will be maintained and uniform assignment procedures followed at each division:
(1.) Appropriate records will be maintained at each division with the following information:
(a.) Record of absence, by date, of less than two (2) days *for any reason* except a death in the immediate family or authorized military leave. Any operator absent less than two (2) days on two (2) or more occasions in a four (4) week period for any reason except a death in the immediate family or authorized military leave is

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not to be assigned pass day work for a seven (7) day period following his/her return to duty from his/her last absence. The four (4) week period is to be started on his/her last day of absence, counting back twenty-eight (28) calendar days. Exceptional cases or cases with extenuating circumstances will be treated on an individual basis by the Division Superintendent.

(b.) Record, by date, of refusal to work a pass day after having signed up on the "Available For Work" roster. A refusal to work after having signed up for work will be counted the same as working an assignment.

(c.) Record, by date, of having an assignment on a pass day.

(2.) Five (5) days before the day and date to which it applies, a sign-up form will be posted at each division. Operators will signify their desire to be assigned pass day work by signing their names in roster fashion on this form, also recording thereon the time of signing. This form will be used, in conjunction with the operators' individual work record card, to determine operators' eligibility for assignment to pass day work and the order or sequence in which they will be assigned work as follows:

At approximately 2:00 P.M. on the day preceding the day to which the "Operators Available For Work" roster applies, it will be removed from the Reporting Room by the Dispatcher on duty. A determination relative to the eligibility of the roster for assignment to work and the order in which operators are to be assigned will be arrived at as follows:

(a.) The operator on the roster who has the longest period of time elapsed since the last assignment of work or refusal to work and who has not been absent so as to incur the seven (7) day waiting penalty will be numbered "1".

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(b.) The operator on the roster with the next longest elapsed period of time since his/her last assignment or refusal to work and who is in "good standing" relative to absence and the seven (7) day penalty period will be numbered "2." This numbering process will be repeated until all operators in "good standing" are given an assignment number and, if work is available, an assignment. Operators in "good standing" who have identical periods of time elapsed since the last assignment of pass day work or refusal to work will be numbered in seniority order.

(c.) After the operators in "good standing" are numbered, all operators serving the seven (7) day waiting penalty and who have signed the roster will be numbered in order of the longest elapsed time period since the last assignment of pass day work and may be assigned work after eligible operators outlined in (a.) and (b.) above have been exhausted. These operators will be eligible for assignments before any operators who may sign up at a later time in the day.

(3.) After numbering all operators whose names appear on the list as outlined in the foregoing, a line will be drawn below the last name on the roster and all operators signing the roster below this line after the roster has been removed from the Reporting Room will be numbered following the same procedure explained in the foregoing, and may be assigned work after all operators whose names appear above the line are assigned jobs.

(4.) The assignment of work to pass day operators shall then proceed as follows:

(a.) Between 12:00 A.M. and 9:00 A.M., work will be assigned as it comes open, beginning with the pass day operator numbered "1" receiving the first open work regardless of length (pay time) or classification,

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and continuing in order until all open work available or within this time period has been assigned.

(b.) After 9:00 A.M., open work will be assigned in order of the earliest reporting time regardless of length (pay time) or classification to the next eligible pass day operator.

(c.) In the event, at the time assignments are made, there are not sufficient jobs open to assign all of the "signed-up" operators the operators remaining on the roster without assignments will comprise an available reservoir of manpower for callout and, whenever possible, will be called out for work in the order in which they are numbered. However, in "short notice" situations, when an operator's place of residence is at such distance from the division as to preclude the possibility of his/her being able to report on time for the open job, operations of the service will receive priority and the first operator on the roster who is able to report on scheduled time will be called out for the job.

(5.) In the event that sufficient operators have not signed up for pass day work and additional pass day operators are required to fill service, operators on pass days who did not sign their names on the "Available For Work" rosters will be called out without regard for any order of priority for assignment. Record will be made on the operator's individual record cards of such assignments but a refusal to work will not be recorded as the operator had not signified an intent to be available for work and therefore should not be penalized.

Section 309
PAY FOR ATTENDING HEARINGS, INVESTIGATIONS, ETC.

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A. When an employee has an accident or other trouble which requires him/her to make out an accident report and he/she makes out said report as he/she sees it, and if he/she is called to the Claims Department for additional report, or is required to hunt up additional evidence or to attend court, inquests or Authority hearings, he/she shall be paid for such time as it takes going and returning back to his/her division, and the time he/she is required at the Claims Department, court, inquest or hearing, at his/her regular rate of wages. When an employee works only part of his/her run because of attendance at court, inquests, hearings or at Claims Department matters, he/she shall be paid his/her run time if the total of the time at the court, inquest, hearings or Claims Department and the part of the run worked is less than the time in his/her picked run, but if the total is more than the time in his/her picked run he/she shall be paid time and one-half on the amount in excess of eight (8) hours. When an employee works his/her entire run on the same day he/she has attended such above mentioned matters, he/she shall be paid time and one-half for the time at the Claims Department, court, inquests or hearings, and for travel time going and returning. When an extra employee is required to attend to such above mentioned matters or to hunt up additional evidence, he/she shall be paid for eight and one-half (8 1/2) hours' time provided he/she returns to his/her division as soon as possible and does not get sufficient work to net him/her eight and one-half (8 1/2) hours total pay for the day.

B. Employees attending court, inquests, Claims Department matters or hearings on their pass day shall be paid at the time and one-half rate for the time actually spent in travel to and from their homes and in attendance at the court, inquests, Claims Department or hearings.

Section 310
PENALTIES FOR SHARKING

A. An operator is sharked when he/she does not report in person to the Dispatcher on or before scheduled pay time on any part of a day's work. A shark shall not be charged under the following conditions:

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1. When an operator is less than one (1) hour late reporting in person to the Dispatcher because the trolley and/or bus on which he/she was traveling to work, and which was scheduled so as to allow arrival time at the division prior to scheduled pay time, was late or was out-of-service.

2. When an operator is sharked through sickness and remains on the sick absence list for seven (7) consecutive days, provided, however, that an operator absent due to illness as described above shall be required to report to the Port Authority medical Director for a physical examination prior to his/her return to duty. If later it is found that such operator was not sick, he/she will serve at the foot of the extra list for each day he/she was absent from duty. Subsequent violations of this provision, however, shall result in other appropriate disciplinary action.

3. When an operator reports absence to the Dispatcher in sufficient time to allow for traveling from his/her residence to the Division and reporting on or before scheduled pay time.

B. PENALTIES FOR SHARKING.

1. Operators missing their runs (sharking) four (4) or fewer times in a calendar year shall for each miss serve one (1) day at the foot of the extra list and shall be paid for Time on Report protecting the service subject to the provisions of Sections C and D below.

2. Operators missing their runs (sharking) 5 or 6 times in a calendar year shall receive a one day suspension without pay.

3. Operators missing their runs (sharking) 7 or 8 times shall receive a three day suspension without pay.

4. Operators missing their runs (sharking) 9 or 10 times shall receive a five day suspension without pay.

5. Operators missing their runs (sharking) 11 or more times shall be subject to additional disciplinary suspension or discharge.

C. An operator who is sharked on an early run, an early-late run, the first half of a swing run, or on the A.M. report of extra operators, shall also be charged with a day of absence unless he/she reports to the Dispatcher and makes himself/herself available for duty within four (4) hours of scheduled pay time, or prior to 2:45 P.M., whichever occurs first.

An operator who is sharked on a late run, the second half of a swing run, or on the P.M. report of extra operators, shall also be charged with a

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day of absence unless he/she reports to the Dispatcher and makes himself/herself available for duty before the P.M. report of extra operators is excused.

The Dispatcher shall attempt to contact the sharked operator by telephone both at the time of the shark and during the four (4) hours next following.

D. An extra operator's failure to complete his/her work assignment on the day of their shark shall serve the next day at the foot of the extra board. After the shark is served, the operator shall be returned to his/her seniority slot on the extra board.

Section 311
UNIFORMS AND SUPPLIES

A. Operators will be permitted to purchase any available uniform items (but only one pair of shoes per year) up to a maximum value of five hundred dollars ($500) per calendar year. The Authority will pay the entire cost up to five hundred dollars ($500) per calendar year. Operators hired on or after March 1, 1988, will pay the full cost for the first full uniform purchased. This initial uniform must consist of one (1) jacket with liner, three (3) pairs of trousers, six (6) shirts, one (1) pair of shoes and one (1) necktie. Effective July 1, 2019, the uniform allowance shall increase from $500 to $550.

B. The Authority shall supply each operator with personal day books and patches necessary in the performance of his/her duties and jobs.

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PART IV
HOURLY RATED
NON-OPERATING EMPLOYEES

Section 401
WAGE RATES
AND JOB CLASSIFICATIONS
(See Section 201B)

Section 402
WORKING CONDITIONS

A. GENERAL

The working conditions applicable to employees in hourly non-operating job classifications covered by this Agreement shall be as follows:

1. Non-operating hourly-rated employees shall be paid a premium of fifteen cents (15¢) per hour on shifts finishing after 7:00 P.M. and before 1:00 A.M., and a premium of twenty cents (20¢) per hour on shifts finishing after 1:00 A.M. These premiums will not be subject to time and one-half or double time payment.

Employees who work a full shift (eight [8] hours) on their pass day finishing after 7:00 P.M. or 1:00 A.M. shall, be paid the applicable night shift differential.

If an employee's eight (8) hour shift is changed so as to finish after 7:00 P.M. or 1:00 A.M., such employee shall be paid the applicable night shift differential.

Day shift employees will not receive the night shift differential for working overtime except when they substitute for a regular night shift employee for a full eight (8) hour shift. (For example, an employee has worked his regular day shift and then works a second shift to substitute

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for a regular night shift employee.) The night shift premium is not applicable to vacation, pay allowance or to sick leave pay allowance.

2. Overtime shall be paid for all time over eight (8) hours per day and for all time in excess of forty (40) hours per week. It is agreed that no time will be paid for twice at the overtime rate.

3. The Authority will furnish a minimum of eight (8) hours per day and forty (40) hours per week, to be performed in five (5) consecutive days, with two (2) consecutive days off.

4. All employees who perform work at a higher rate shall be paid at the higher rate. If on any day he performs such work for more than three (3) hours he shall be paid at the higher rate for the entire day provided that time and one-half the higher rate will be paid for all time worked in excess of eight (8) hours.

5. Jobs in Groups 1-7 that become open between picks will be filled within the department by seniority based on meeting the minimum requirements. The procedure to be followed in filling these vacancies is outlined in Section 403C.

6. Seniority list shall be posted at the points agreeable to both parties showing position on the list of the employees in their respective departments.

7. A premium of twenty-five cents (25¢) per hour will be paid to employees occasionally assigned to operate automotive trucks equipped with scrapers, and thirty-five cents (35¢) per hour to employees occasionally assigned to operate heavy road construction type scrapers. An employee operating a vehicle requiring a hazardous materials placard will be paid twenty-five cents (25¢) per hour in addition to their regular rate of pay. The above premiums will not be subject to time and one-half payments.

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8. Janitors shall be supplied with rubbers, rubber gloves and respirators as required, also with work clothes to the extent clothing is required, but not to exceed three (3) *sets* of work clothes per year.

Once per year all other non-operating hourly-rated employees shall receive and be provided items of work clothing. Each employee shall select any of the following items each year to a maximum of $500 dollars. Effective July 1, 2019, the uniform allowance shall increase from $500 to $550.

a. shirt and trousers;
b. coveralls;
c. jacket;
d. safety shoes (one pair per year).

The employees will bear the cost of laundering their work clothes. The quality of the work clothes shall be assured and correct sizes shall be furnished. The necessary safety equipment and clothing shall be available as required.

9. The Authority will furnish the tools required by each non-operating employee, and will replace broken or worn out tools at no expense to the employee. Broken or worn out tools must be turned in for replacement. When an employee is properly held responsible for repayment of mechanic's tools, such repayment shall be based on replacement cost in accordance with the following schedule:

Year after employee is originally issued tool box	**% of replacement cost of tools to be paid by employee**
1st Year	50%
2nd Year	40%
3rd Year	30%
Thereafter	20%

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10. 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 local 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 times so spent, including reasonable travel time from and to their homes, at time and one-half.

11. Where a janitor has to travel between work locations, such travel time shall be paid for by the Authority and the Authority shall furnish transportation from one location to the other.

12. MAINTENANCE APPRENTICESHIP PROGRAM

The Maintenance Apprenticeship Program Committee Report and the Facilitator's Report are hereby incorporated by reference, and shall be published as a supplement to the Collective Bargaining Agreement.*

The parties have discussed revisions to the Maintenance Apprenticeship Program and are committed to continuing those discussions as part of this Agreement. These discussions may include issues involving revised curriculum, preclusion of availability for overtime until fully qualified, lock-in periods and revised pay progressions. In the event the parties are able to agree upon changes to the Maintenance Apprenticeship Program, they shall be implemented in accordance with the agreement of the parties. In the absence of an agreement to the contrary, the terms and provisions of the Maintenance Apprenticeship Program, as currently constituted, shall continue in effect.

The parties may also discuss revisions to be made to automotive maintenance jobs for which MAP has not been implemented. These may

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include training, lock-ins, and revised progressions. In the event the parties agree to changes in the agreement, those changes will be implemented in accordance with the agreement of the parties. Otherwise, the agreement will remain unchanged except as otherwise set forth herein.

**This provision of the Agreement is modified by the Side Letter attached hereto.* B. FACILITIES DEPARTMENT.

1. Crews regularly assigned to report at Tunnel, but due to road conditions it is advisable to have them report on the job - they shall be called and so notified. No extra time will be allowed for this change except as provided for in the "City Loop Plan."

2. Welding crews will be released from night duty when on snow schedule as quickly as possible, and placed back on regular daylight schedule.

3. Welding crew schedule, rotating day or night, in case emergencies arise which necessitate putting all welders on night-turn, even though they are scheduled for daylight, regular rotating schedule to be maintained at all times.

4. Regular assigned drivers will drive trucks when crews are combined, and visiting drivers will be placed at other work.

5. When employees are called out on emergency or after their day's work, they shall receive a minimum of four (4) hours for all work performed up to two and one-half (2 1/2) hours; after two and one-half (2 1/2) hours time and one-half will be paid as per example: An employee works two and one-half (2 1/2) hours, he has four (4) hours' pay time earned. He is held one (1) more hour or three and one-half (3 1/2) hours, his time will amount to two and one-half (2 1/2) -- four (4) plus one (1) hour and thirty (30) minutes or five (5) hours and thirty (30) minutes and so on for each succeeding hour thereafter.

6. The Bridge Crew truck will be supplied with all necessary safety equipment which will be maintained by the Authority.

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C. POWER AND SIGNALS DEPARTMENT

1. All protective equipment shall be supplied by the Authority as specified in "Safety Rules for Employees". Rubber gloves suitable for the employee's protection shall be supplied. Each employee in the section shall be furnished with the necessary tools, such as body belts, safety belts, spurs, wrenches, pliers, and whatever tools become necessary to do a safe and efficient job.

2. When employees are called out on emergency or after their day's work, they shall receive a minimum of four (4) hours for all work performed up to two and one-half (2 1/2) hours; after two and one-half (2 1/2) hours, time and one-half will be paid as per example: An employee works two and one-half (2 1/2) hours, he has four (4) hours' pay time earned. He is held one (1) more hour or three and one-half (3 1/2) hours, his time will amount to two and one-half (2 1/2) -- four (4) plus one (1) hour and thirty (30) minutes or five (5) hours and thirty (30) minutes and so on for each succeeding hour thereafter.

D. AUTOMOTIVE MAINTENANCE DEPARTMENT.

1. All Automotive employees shall have only one (1) starting time five (5) days per week.

2. Employees operating or working on snow sweepers or trucks or buses used as snow fighting equipment, while the same are in for repairs during snow storms shall be paid twenty-five cents (25¢) per hour in addition to their own prevailing rate. This premium will not be subject to time and one-half payments.

3. Employees who are assigned to perform work under conditions of rain or snow shall be provided with the necessary raincoats, hats, overshoes, or arctics. Employees requiring the clothing frequently shall sign for it and keep the clothing in their possession. Employees requiring the clothing occasionally shall sign for it and shall return it promptly at the completion of the work. Work gloves will be furnished to employees when conditions of jobs require their use.

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4. Annual Pick Process

a. There shall be one system pick annually. For purposes of this annual system pick, employees shall pick within the combined departments of Automotive Maintenance, Rail Center, Facilities, Stores and Power and Signals as follows:

1. Automotive Maintenance Department – Employees from the following groups shall pick as one department.

a. Manchester Shop
b. Auto and Truck Shop
c. Bus Garages
d. Electronic Equipment

2. Rail Car Maintenance Department – Employees from the following groups shall pick as one department.

a. Rail Center – Heavy Repair
b. Rail Center – Running Repair

3. Facilities Department – Employees from the following groups shall pick as one department.

a. Way
b. Building and Electrical

4. Stores Department – Employees in the stores department shall pick within the stores department.

5. Power and Signals Department – Employees in the Power and Signals departments shall pick within the Power and Signals Department.

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b. An annual system pick notice shall be posted by July 1 for each year and shall become effective on or about September 1. There shall be no "hold" jobs on annual system pick. It is the intent of the parties to make available for the annual system pick all jobs. The Authority will be allowed to abolish and create jobs in all departments during the annual system pick.

c. An Annual System Pick Scheduling Notice will be posted two (2) weeks in advance notifying employees what date and time period they would be assigned to pick.

d. Members from Authority management and officials of ATU Local 85 will jointly conduct the picks by seniority.

e. If an employee does not pick during his/her allotted time period (1/2 hour), the local Boardman or ATU official and a member of Authority management will pick for that employee according to their best judgment.

f. If an employee is on vacation or is not available during his/her scheduled time period, they are to leave at least three (3) preferences with the local Boardman to choose from. If all listed preferences have been picked, the ATU official and a member of Authority management will pick according to their best judgment for the employee. The employee must indicate whether or not they would accept one of their preferences picked if it were classified as a "Temporary" position.

g. IOD employees or employees who were off sick at the actual time the Annual System Pick Scheduling Notice is posted will be sent registered letters notifying them of when the Pick is going to start and the time period they will be scheduled to pick. If the registered letter is returned unopened or non-deliverable, the local Board person at the employee's current location or the ATU official and a member of Authority management will choose according to their best judgment for those employees.

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h. Employees will pick jobs within their own classification first beginning with the highest job pay group and continuing on in descending order. Open jobs that exist after all employees have picked within the same classification will then be offered to employees within the same department, in Groups 7 through 1. Employees picking a classification other than their current classification must meet the minimum requirements for the job. For purposes of applying this Subsection h, departments shall refer to those departments listed in Subsection 402D.4.a. This will be done by seniority, provided the employee meets the minimum requirements of the job. Should no employee within the department pick the open position, it will be offered (through the pick process) to employees system-wide in Groups 7 through 1 and will be awarded by seniority, provided the employee meets the minimum requirements of the job. Group 1 employees may pick any group 1 job within any department during the annual system pick.

i. If, after completion of the annual system pick process, there are jobs which for whatever reason were not offered to the employees to pick, those jobs shall be filled according to Section 403C. Upon completion of the process outlined above, any remaining open jobs which remain vacant may be filled by new hires.

j. Positions of employees who have filed retirement papers shall be placed on the pick. Employees who retract their retirement papers after the pick begins will not participate in that pick and will be placed in open service person positions upon completion of the pick.

k. The aforementioned "Annual System Pick Scheduling Notice" shall state the above procedures so all employees can be informed of how the annual system pick will work.

l. An employee must have the appropriate required license and endorsements at the time of the Pick. These licenses and endorsements are as indicated with the job classifications and wage groups in Section 20lB.

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The job classification of Bus Assignment Shifter in Group 2 shall be continued at divisions where seventy-five (75) or more buses are regularly assigned.

m. Any vacancies occurring between the Annual System Pick may be filled or be held open at the discretion of the Authority. In the event the Authority decides to fill a vacant position occurring between Annual System Picks, the vacancy shall be filled in accordance with the terms and provisions of Section 403C.

5. The Authority will provide and clean fireproof clothing for all welders and burners who are regularly assigned welding and burning as their primary job and will further make such clothing available for the use of all other employees who may be required to weld and burn, and the Authority will clean and maintain said clothing.

6. The Authority shall pay for any radio license necessary for the Radio Repairman job classification.

7. Overtime work in the Main Shop will be posted and assigned on an "as needed" basis.

E. STORES DEPARTMENT.

Receivers in the Stores Department whose work location is in the Facilities department or Power and Signals Department and are called out on emergency or after their day's work shall receive a minimum of four (4) hours for all work performed up to two and one-half (2 ½) hours, time and one-half will be paid as per example: An employee works two and one-half (2 ½) hours, he has four (4) hours pay time earned. He is held one (1) more hour for a total of three and one-half (3 ½) hours work time. The employee shall be paid four (4) hours plus one (1) hour and thirty (30) minutes for a total of five (5) hours and thirty (30) minutes.

F. RAIL CAR MAINTENANCE DEPARTMENT.

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1. Employees working on snow sweepers while the same are in for repairs during snow storms shall be paid twenty-five (25¢) per hour above their own prevailing rate. This premium will not be subject to time and one-half payments. The working pit shall be kept clean and a footboard or walk or form placed in the pits to keep the employee's feet dry.

2. Employees who are assigned to perform work under conditions of rain or snow shall be provided with the necessary raincoats, hats, overshoes, or arctics. Work gloves shall be furnished to employees when conditions of jobs require their use.

Section 403
SENIORITY

Seniority provisions applicable to employees in hourly non-operating job classifications, covered by this Agreement shall be as follows:

A. The seniority status of employees shall be that shown on the personnel records of the Authority as determined, for each employee, by the date since which employment has been continuous in any of the hourly non-operating job classifications represented by the Union. Seniority shall accumulate as employment continues in any of the aforesaid job classifications. Any employee having seniority as herein defined who returns to an hourly non-operating job classification after authorized leave-of-absence for Union duties shall be considered to have been in continuous service the same as if he had continuously occupied an hourly non-operating job classification represented by the Union.

B. For the purpose of applying seniority between picks pursuant to Section 403C, the following shall be considered as "departments":

1. Automotive Maintenance Department – Employees from the following groups shall have a bid preference and shall bid on vacancies as one department:

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a. Manchester Shop
b. Auto and Truck Stop
c. Bus Garages
d. Electronic Equipment

2. Rail Car Maintenance Department – Employees from the following groups shall have a bid preference and shall bid on vacancies as one department:

a. Rail Center – Heavy Repair
b. Rail Center – Running Repair

3. Facilities Department- Employees from the following groups shall have a bid preference and shall bid on vacancies as one department:

a. Way
b. Building and Electrical

4. Power and Signals Department- Employees in the Power and Signals department shall have a bid preference for vacancies within the Power and Signals Department.

5. Stores Department– Employees in the stores department shall have a bid preference for vacancies within the stores department

C. Filling of Vacancies Between Picks

1. Positions that become vacant between picks will be posted system wide for no more than two consecutive pay periods and filled in the following manner:

a. The open position will be awarded to the most senior bidder in the department. The successful candidate must meet the minimum requirements of the position.

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b. If nobody in the department fills the open position, it will be filled by the most senior bidder system-wide. The successful candidate must meet the minimum requirements of the position.

c. If no employee fills the position and/or meets the minimum qualifications for the position, the position will be filled with a new hire.

d. An Employee will be permitted to make only one (1) lateral move within the same classification between picks.

2. With the exception of all implemented M.A.P. positions, practical tests and other minimum job requirements, employees who bid for and receive a new position (one that they did not hold immediately before the bid) shall enter into a sixty (60) work day qualification period. If an employee is disqualified within the first twenty work (20) days he/she shall roll back to his/her last held position. In the event an employee is rolled back to the last position held, and another employee has already filled that position permanently, the employee who filled the position to which the disqualified employee rolls back into shall be eligible for a bump and the disqualified employee shall simply return to his previous position. The Authority shall determine when a bump will occur and it will be run as a General Bump.

For all vacancies filled under 403-C-1 and 2, Vacancy Notices shall be advertised by posting at all Maintenance Department work locations. Job awards and resulting vacancies or abolishments shall be posted on the Wednesday prior to the pay period closing and shall be removed not earlier than 8:00A.M. Monday morning.

a. Vacancy Notices are to be located in an area easily accessible to all employees. The actual signature sheets for those positions are to be kept in a designated supervisory office.

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b. Employees must sign the Vacancy Notices in ink. An employee's name cannot be removed from the sheets unless an ATU Local 85 official or a member of Authority management initial the removal of their name.

c. Once the Vacancy Notices are taken down at 8:00 A.M. Monday morning, no names can be added or deleted to the actual signature sheets. At that time, each location will retain a copy of the completed sheets on file until after the awards go into effect.

d. Vacancy Notices for "Temporary Positions," shall be posted with the note that the position may become permanent at any time. Once an employee bids and is awarded a temporary job, he/she cannot be awarded another temporary job.

e. The process for vacancy notices and bidding may be done electronically when technology permits.

3. When management decides to fill a vacancy between picks, it shall notify employees of their intent by placing a "Vacancy Posting" in an area accessible to all employees within the affected department. The "Vacancy Posting" shall include the specific job/major assignment that is vacant and the date when the vacancy filling process will begin.

4. Employees off work for over thirty (30) work days will be restricted to one (1) job award after the 30th work day of absence. Once that right is exercised, the employee may not be awarded any other position until they return to work, unless mutually agreed by both parties.

5. Management has the right to make any changes to open jobs.

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6. An employee cannot be awarded an identical job with the same pass days, starting time, and location. (Except an employee bidding from a temporary position to a permanent position, a relief position to a permanent position, the changing of crews or bidding a different major assignment position.)

7. All employees will move into their new bid position upon the effective date.

8. As per the licensed requirements:

a. All positions requiring a CDL Class B, endorsement P (passenger) license or below will be a prerequisite at the time of the job bids. All positions and their current required licenses and endorsements are set forth in Section 201(B). All employees must have the required license and endorsement, Class B or below, in order to be awarded the bid.

b. All positions requiring a CDL Class A or endorsements of H (Hazard) or N (Tanker) will not be prerequisites on the job bids. However, employees must secure the appropriate license/endorsement(s) within the prescribed qualification period.

c. In an attempt to assist all employees toward getting a CDL Class B license and P endorsement, the Authority agrees to make training available at an employee's request within a reasonable period of time. Such training will be done on the employee's own time.

9. If, following the procedure for filling vacancies between picks, vacancies still exist which are to be filled, employees laid off for not more than two (2) years, if any, from the departments listed above in 403B will be given first consideration for employment, and those with the greatest seniority will be rehired to fill the vacancies, provided they are qualified for the work and worthy of reemployment. Employees who have been laid off for a period of

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not more than two (2) years will be notified of opportunities for re-employment by registered mail, but if any such employee fails to respond within five (5) days to such notice or declines to be rehired for a job he is offered, there shall no longer be any obligation on the part of this Authority to give him further consideration for reemployment. If the vacancies are not filled under the foregoing procedure, the Authority may fill the vacancies by hiring new employees.

Section 403(C) shall be adhered to consistently. Management shall be responsible for administering this Section.

D. In the event a reduction in the number of employees in non-operating job classifications becomes necessary, the Authority will post on the bulletin boards in all departments, the number, location and job classifications of the jobs being abolished. The employees in these jobs may, as hereinafter provided, exercise their seniority to move to other jobs held by employees with less seniority, provided they are qualified to do the work. This bumping process will continue until finally the required number of employees with the least seniority in the entire non- operating force of the departments listed above will be laid off. The procedure will be as follows:

An employee holding a job in Group 7 through 2 in any department, which is abolished or from which he/she is bumped, must bump an employee with less seniority in any job classification down to and including Group 2 in his/her own department. If an employee elects not to bump an employee in Job Class 7 through 2, he/she must bump within his/her own department Job Class 1. An employee in Job Class 7 through 2 who cannot hold a job in Job Class 7 through 2 may bump any Job Class 1 in any department. When an employee bumps into a department other than his/her own, he/she will be permitted up to ten (10) working days in the job classification to which he/she has bumped to demonstrate his/her qualifications to perform the work of that job classification, unless it is agreed that he/she is not qualified for the work and, therefore, not entitled to a tryout. The bumping procedure is not to be delayed during the period

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allowed an employee for demonstrating his/her qualifications for the job, that is, the bump is to take place from top to bottom so that the layoff of employees not needed is promptly affected. An employee will be permitted, if he/she has sufficient seniority, to bump an employee in his/her own department in a higher paid job classification than the job classification he/she is then occupying, provided he/she is qualified by reason of previous work experience in that job classification, or in a job classification requiring work of a similar nature, and can demonstrate during a period up to five (5) working days that he/she has the ability to perform such work. The number of employees required to effectuate the force reduction will be laid off and this number will consist of first, those employees who have not been bumped who have seniority less than employees who are unable to retain employment with the Authority by bumping or bidding for vacant jobs, and who occupy job classifications for which there are qualified employees with greater seniority seeking the jobs; and secondly, those employees whose seniority is such that they are unable to bump other employees.

E. An employee, who fails to exercise his/her seniority to bump into another available job classification in order to hold employment, shall be considered to have resigned from the service of the Authority.

F. The Union will cooperate to expedite the bumping process when a lay-off takes place so that the required reduction in the work force will be accomplished without delay.

G. An employee who, when forced out of their department by a bump, or when a lay-off takes place, uses his seniority to obtain work in a job classification in another department may return to the department from which he came by bidding for vacant jobs as they are posted in that department. Such employee will maintain that department's preference until being awarded any other position in any other department. From the time of award, the employee assumes the preference of the department where the job award lies. No employee shall carry more than one departmental preference. Such an employee, however, who, upon receipt of notice of vacancy in his former department, fails to bid for a job in a

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job classification in the same Group as the job last held in his former department and for which he/she is qualified, shall be considered to have forfeited his/her right to use seniority to return to that department, except as he/she uses seniority for bumping in case of layoff as set forth in D above.

H. Wherever a new maintenance department or facility is added, with the result that any work or substantially similar work now performed by the employees covered by this Agreement is transferred to such new department or facility, the employees covered by this Agreement shall have the right to follow such work or bump in accordance with seniority.

I. Port Authority of Allegheny County and Local 85, Amalgamated Transit Union, hereby agree to the following guidelines for the participation of disabled employees in the picks:

1. All disabled employees off less than 2,080 hours will participate in the picks. Any job picked by a disabled employee shall be designated as a temporary vacancy on the pick sheets, now leaving the job available to be picked by another employee with the understanding that it is a temporary job.

2. Employees returning to work after being off more than 30 days, but less than 2,080 hours, will return to their last held position. The employee holding that position will initiate a bump within the department. All employees must have the appropriate required license and endorsements and must meet the minimum requirements in order to bump into a position.

3. If an employee is off over 2,080 hours, that employee would return to their last held department and initiate a bump in that department. All employees must have the appropriate required license and endorsements and must meet the minimum requirements in order to bump into a position.

4. Any employee who is presently filling a temporary vacancy shall pick within that classification.

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J. General Bumps.

1. In the event that the Authority deems it necessary to abolish a job, outside of the system pick the following procedures will be applied:

a. Management shall notify the Union that a job abolishment is going to occur and it may result in a bump.

b. After notification, the Union shall ask for additional meetings, if required, to further discuss the issue.

c. After fifteen (15) days from initial notification, a "Bump Alert Notice" will be posted as described below.

d. A General Bump will be conducted in the same manner as a bump under section 403 D. above.

2. A "Bump Alert Notice" shall be posted system wide for four (4) weeks prior to its actually beginning. The "Bump Alert Notice" shall include the following information:

BUMP ALERT NOTICE (YEAR -NO.)
Date Posted:
Reason for the Bump:
Seniority Date of Employee(s):
Anticipated Start Date-On or About:

3. From a "Central Bump Center," a member from Authority management and an official of ATU Local 85 will jointly conduct the bump by seniority.

4. Upon notification, an employee must make their selection within the allotted time period (up to one-half [1/2] hour). If an employee does not select a position during his/her allotted time period, the local Boardman or ATU official and a member of Authority management will bump/select for that employee according to their best judgment.

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5. If an employee is not available when it is his/her turn to bump, the ATU official and Authority representative will make efforts for up to one (1) hour to contact the employee. If the employee is not available within the one (1) hour, the ATU official and Authority representative will refer to the employee's "Job pre-selection Sheet" if available. If no pre-selection sheet has been left, or if all selections are unavailable, the ATU official and Authority representative will bump/select for the employee according to their best judgment.

6. In the event an employee is not available for any reason when it is his/her turn to bump/select, the employee must leave at least three (3) preferences with the local Boardman to choose from.

Copies to go to ATU Local 85 and the Bid and Bump Administrator. If all listed preferences are not available, the local Boardman or ATU official and a member of Authority management will select a position for that employee according to their best judgment (including "Temporary" positions).

7. The above "Bump Procedures" will be listed on each "Bump Alert Notice".

8. A "Bump Cancellation Notice" shall be posted for each bump cancelled. The Notice shall list the bump number, date cancelled and a brief explanation for the cancellation.

9. For the purpose of bumping, employees will be permitted to bump into open positions as follows:

a. Group 1 positions after one (1) posting;

b. Groups 2 - 7 after two (2) postings.

All employees must have the appropriate required license and endorsements and must meet the minimum requirements in order to bump into a position.

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10. If a bump is held in advance of a pick, it may be completed and then, before employees actually assume the positions to which they bumped, the pick will be conducted and employees affected by the bump shall pick in accordance with section 402 D. as if they were in the job classification to which they bumped. These employees will then assume the position they picked. It is understood that such a bump will be conducted for the sole purpose of determining the classification from which an affected employee will pick and will be conducted with the understanding that the bump will not be implemented but will be superceded by the pick process.

Section 404
UPGRADED FACILITIES FOR BODY AND PAINT WORK

As garage facility improvements are completed at a location, the May 22, 1981, Memorandum of Understanding shall no longer be applicable to such location. It is the intent of the parties that body and paint work may be performed at any location which has been upgraded to provide for the safe and efficient performance of such work. Upgraded facilities shall be facilities which have paint booths and other equipment necessary to properly undertake body and paint work.

Major bus accident and equipment damage will continue to be performed in the Manchester Shop. Understructure frame damage and rust repair may be performed at any upgraded location provided the work is performed by qualified bodyperson. Mechanics will do no plating, but will do some welding (not to exceed one [1] hour).

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PART V CLAIMS DEPARTMENT

Section 501
JOB CLASSIFICATIONS

Employees in the bargaining unit shall include:

Group 1: Stenographer
Group 3: General Index Clerk
Register Clerk
Claims Clerk
Group 7: Locator
Group 8: Statement Clerk
Group 9: Statistical Clerk
Expediter
Group 12: Claims Coordinator
Claims Administrator
Court Clerk
Litigation Clerk
Investigator
Photographer
Group 13: Claims Expeditor
Group 15: Senior Adjustor

Salary rates may be found in Section 201 (C).

Section 502
POSTING AND PICKING JOBS

All vacant jobs and newly created jobs to be filled in the Claims Department shall be posted on the departmental bulletin board for a period of two (2) workdays in such a manner that interested employees may bid for the job by writing their names on the posted notice. Any Claims Department employee may bid for the posted job. From among employees who bid and who have apparent ability to qualify for the job,

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the employee with the greatest amount of seniority will be assigned temporarily to the job and given an opportunity to demonstrate his/her ability to do the job. If the employee so selected fails to qualify during the trial period not to exceed ninety (90) calendar days, this employee, as well as any other employees promoted or transferred at the time the vacancy was filled, shall be returned to the jobs they formerly occupied and the vacant job again posted for bidding as described above.

Jobs which it is expected will be temporarily vacant for a period of more than two (2) calendar months will be discussed with the Union representative for the Claims Department before assigning an employee to the work of the vacant job.

Section 503
HOURS OF WORK AND OVERTIME

A. SCHEDULED WORKDAY AND WORKWEEK.

The regular work week for employees of the Claims Department shall consist of thirty-nine and one-half (39 1/2) hours composed of four (4) days of eight (8) hours each and one (1) of seven and one-half (71/2) hours, exclusive of time out for lunch.

B. OVERTIME PAY.

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.

The straight time hourly rate for computing overtime shall be determined by multiplying the monthly salary by twelve (12) and dividing by fifty-two (52) times thirty- nine and one-half (39 1/2) hours.

Section 504
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/she shall be paid for all time spent on such matters,

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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.

iManage

PART VI
SCHEDULE DEPARTMENT

Section 601
JOB CLASSIFICATIONS

Employees in the bargaining unit shall include:
Group 4: Traffic Surveyor
Group 5: Schedule Production Clerk
Group 11: Schedule Maker A
Salary rates may be found in Section 201 (C).

Section 602
HOURS OF WORK AND OVERTIME

A. The scheduled work week will be thirty-nine and one-half (39 1/2) hours for office employees and forty (40) hours for field employees.

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, the straight time hourly rate shall be determined by multiplying the monthly salary by twelve (12) and dividing the product by 2054 or 2080 (the product of fifty-two [52] weeks and the number of regularly scheduled hours per week), as determined by the employee's work schedule.

C. If travel time plus work time exceeds eight (8) hours, overtime will be paid.

D. When an office employee is required to make checks outside of his regular work hours, he/she will be paid overtime for such hours worked.

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Section 603
WORK ASSIGNMENTS

A. When overtime work is required for traffic surveying, Traffic Surveyors will be given preference.

B. The work assignments for Traffic Surveyors will be made one (1) week in advance, with the understanding that there may be occasions when special surveys are necessary that would change the assignments.

C. The pass days for Traffic Surveyors will be Saturday and Sunday, except when surveys are necessary on Saturday and Sunday two (2) other days will be assigned as pass days.

D. Schedule Makers may be used when occasions for special surveying arise, and Traffic Surveyors are not available because of regular assignments.

E. It is recognized that there will be some overlap in the work performed by the Schedule Maker A and the Schedule Maker B, in order that the Schedule Maker B may obtain the necessary experience to qualify as a Schedule Maker A.

Section 604
POSTING AND FILLING VACANCIES

A. The five current A Schedule Makers will have an opportunity to bid in seniority order on a position which will be Schedule Maker A/Production Clerk. The senior Schedule Maker A bidding on the job shall be awarded that job. If no employee in the Schedule Maker A classification selects that job, then the Authority shall have the right to assign it to the junior Schedule Maker A.

B. Any vacancy created in a Schedule Maker A position hereafter, including the Schedule Maker A/Production Clerk job, will be bid by the employees in the Schedule Department. The senior employee of the Schedule Department will be given a ninety (90) calendar day training period to qualify. On completion of the

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ninety (90) day training period, the employee's qualifications for promotion to the permanent job of Schedule Maker A will be decided by test and interview. The Authority agrees that its qualification decision will not be made for arbitrary or capricious reasons, but will be made on the employee's demonstrated ability to perform the work entailed by the job.

In the event of disqualification of such Schedule Maker A, the next most senior employee in the Schedule Department will be moved into the A vacancy following the same qualifying procedures as set forth above and continuing in the same manner until the vacancy is permanently filled. A disqualified employee may not re-bid on another A position for one (1) year from the date of disqualification unless no other employee in the Schedule Department has applied for the vacancy.

C. There shall be two classifications in Section 601:

Group 4	Traffic Surveyor
Group 11	Schedule Maker A*

*One Schedule Maker A shall perform production clerk type work also and that job shall be bid as outlined in A. and B. above.

Section 605
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/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.

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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.

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PART VII
FIRST LINE SUPERVISORS, OPERATING AND RELATED EMPLOYEES – Deleted

PART VIII
FIRST LINE SUPERVISORS, MAINTENANCE AND RELATED EMPLOYEES - Deleted

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PART IX
SECRETARIES

Section 901
JOB CLASSIFICATIONS AND SALARY

A. Employees in the bargaining unit shall include:

	1/1/2017	1/1/2018	1/1/2019	1/1/2020
1	3,191.44	3,279.20	3,369.38	3,470.46
1A	3,405.55	3,499.20	3,595.43	3,703.29
2	3,619.68	3,719.22	3,821.50	3,936.15
*3	4,219.19	4,335.22	4,454.44	4,588.07

*Includes Workers' Compensation Assistant

Section 902
HOURS OF WORK AND OVERTIME

The scheduled work week shall be thirty-nine and one-half (39 ½) hours. Overtime at the rate of time and one-half shall be paid for all work in excess of eight (8) hours per day, computed to the nearest quarter hour, but no time will be paid for twice at the overtime rate.

Section 903
POSTING AND FILLING VACANCIES

A. Employees shall be permitted to bid on all posted jobs. The job posting shall set forth the specific requirements of the position. The requirements shall be those which have been mutually agreed to in the job evaluation process. However, the successful bidder will be required to take a test mutually agreed upon by the parties, which shall consist of knowledge and performance in typing and computer skills (No secretary will be required to take a test for a job classification that is equal to or less than his/her current job classification). The senior employee passing the test shall be awarded the job and shall be given sixty (60) working days

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upon which to qualify. Once awarded a job, employees will not be permitted to bid down or lateral for a period of six (6) months.

B. Bargaining unit members shall be given first preference in filling vacancies. Successful bidders shall be given sixty (60) working days within which to demonstrate reasonable ability to perform the job.
If after a 60-day trial period the successful bidder is determined by management not to be qualified (no self-disqualification) to perform that position, the employee shall be permitted to:

(1) Return to the position from which the employee bid if the same is vacant;
(2) If not vacant, then the employee shall select any vacant position for which he/she meets the requirements;
(3) If an employee is disqualified after 60-day trial period and there is no position vacant, the employee shall bump the least senior employee from a position for which they meet the requirements and so on and so forth;
(4) An employee may grieve management's determination that the employee was unqualified as a result of the 60-day trial period.

C. For any temporary vacancies that are expected to last sixty (60) calendar days or less, the department manager may choose any of the following options:

1. Not filling vacancies;
2. Authorizing overtime to accomplish;
3. Hiring a temporary employee.

D. If the temporary vacancies being held by temporary employees become permanent within the sixty (60) calendar day period, they are to be filled by the bidding process described above.

E. Port Authority will post notice of jobs to be filled on the bulletin boards in all locations and departments for five (5) working days. The Union shall receive a copy of all posted jobs. All job bids must be made on the form provided and must be sent to the Employment Department by the U.S. Mail or E-mail.

F. Only the job bids of those employees who apply for a job within the five (5) working days next following the first day of posting will be

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considered. A copy of the vacancy notice shall be sent to each secretarial member of the bargaining unit.

G. If after ten (10) calendar days from the last day of posting, there are no qualified bidders for the posted jobs, Port Authority shall have the option of reposting or filling vacancies.

H. An employee may be bumped from their position if that position is:

(a) Upgraded as result of the job evaluation process; and

(b) If an employee senior to the incumbent bids the position and passes the test to be awarded the position.

Any incumbent bumped from their current position as a result of the bidding process may exercise their seniority to obtain any other posted vacant position, for which he/she meets the requirements.

I. Layoffs shall be conducted in inverse order of seniority and recalls shall be conducted in seniority order.

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PART X
SMALL TRANSIT VEHICLES

Section 1001
SMALL TRANSIT VEHICLES

The parties have agreed to the continued introduction and use of Small Transit Vehicles (STV's) for the purposes of providing service to (1) Low Density Areas, which are defined hereinafter and, (2) fixed routes replaced on a limited basis as set forth hereinafter. Therefore, the parties agree that effective on or after December 1, 1997, STV's may be added in Port Authority's service area under the following conditions:

1. The matter set forth in the introductory paragraph above is hereby incorporated and included in this Agreement.
2. A small transit vehicle (STV) is any transit vehicle with an original seating capacity of not more than 24 seated passengers.
3. A Low Density Area is defined as an area not serviced by the Port Authority existing fixed route service. Fixed route service is defined as service being provided by large buses or LRV's. The low density area to be serviced by the STV's may cross, extend, supplement or parallel existing service, provided that the route is designed to supplement ridership on existing routes and does not replace fixed route service.
4. STV's shall be permitted to replace any fixed route service only on the limited basis as set forth in this paragraph. STV's may be used to replace fixed route service as long as the number of STV's used to service any fixed routes does not exceed 3% of the total number of large buses in customer service at peak time operation. (Currently in the fall of 1997, there are 740 such large buses; therefore, the number of STV's to be used to service existing fixed route service is set at 22.)
5. If any layoffs occur for any reason during the term of this Agreement, operators shall be entitled to bump operators at the 65% rate without any reduction in pay.
6. STV's may be leased or purchased at the discretion of Port Authority.
7. Port Authority maintenance employees shall do all first echelon maintenance on all STV vehicles used by Port Authority. First echelon

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maintenance is defined as oil changes, fluid changes and/or additions and lubrications. All other leased vehicle maintenance may be performed under contract or the lease. If Port Authority purchases STV's, all maintenance and repairs shall be performed by Port Authority employees.

8. It is the Parties' intent to have all of the current Collective Bargaining Agreement provisions be applicable to STV operations provided, however, that if any other section of the Collective Bargaining Agreement is in conflict with this Section 1001 on Small Transit Vehicles the provisions of this Section shall be given effect.
9. The following provisions of this paragraph will continue in effect only until October 1, 2006 at which time they will be superceded and replaced by those provisions of Section 201. E. which are effective on October 1, 2006. Notwithstanding the progression set forth in Section 201(E), Port Authority shall be permitted to hire and to maintain at 65% of the top operator rate that number of operators which shall be determined by dividing forty (40) into the sum of the total number of STV vehicle hours of service available for picking at each pick. (Hours of work per week per individual [40] divided into the sum of hours of STV service per week.) This number of operators hired after January 1, 1998, shall be paid at the 65% rate. They shall start on the Section 201(E) progression as the number of operators at the 65% rate exceeds the number of 65% operators guaranteed under the formula set forth herein. When the number of operators at the 65% rate exceeds the number established by the formula described herein, the senior operator(s) at the 65% rate shall start at the first step (67%) of the Section 201(E) Progression.

An example of this formula is:

420 STV vehicle hours of service divided by 40 hours per week = 10.5 operators, which will be rounded up to 11 operators.

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PART XI
OFF BOARD FARE COLLECTORS

Section 1101
OFF BOARD FARE COLLECTORS

1. The Off Board Fare Collector job shall be a full-time position paid at the following rates per hour, subject to the Pay Progression provisions of Section 201E. of the collective bargaining agreement:

1/1/17	1/1/18	1/1/19	1/1/20
24.61	25.29	25.99	26.77

2. The position of Off Board Fare Collector shall not be a bid position.

Any employee represented by Local 85, who is not a first level supervisor, with more than one year (2080 consecutive hours) of missed time due to work-related illness or injury and is physically able to perform the essential functions of the Off Board Fare Collector job shall be eligible for assignment as an Off Board Fare Collector. A vacancy in the Off Board Fare Collector job shall first be offered to the eligible employee who has been off work for the longest continuous time. If the number of eligible and interested employees is insufficient to fill each vacancy at any particular time, Port Authority shall attempt to fill the position with an employee who has been off work due to any non-work related illness or injury as set forth above. In the event of a tie in either case, the position shall first be offered to the senior interested employee. If the number of such employees eligible and interested is insufficient to fill a vacancy, Port Authority may fill the vacancy with a non-unit employee or a new hire.

The position of Off Board Fare Collector shall be a separate classification for purposes of seniority. Once an employee accepts assignment to the position of Off Board Fare Collector his/her seniority

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shall become frozen pursuant to Section 110 of the collective bargaining agreement.

The position of Off Board Fare Collector shall be backed up by the extra board at the Rail Center, any extra board operator filling the job shall receive their regular rate of pay.

3. Port Authority has indicated its intent to eliminate the Offboard Fare Collector position in connection with implementation of its cashless proof of payment system. Employees holding Offboard Fare Collector positions will, in connection with elimination of those positions, be subject to the following:

a. Those Offboard Fare Collectors who have previously held other positions at Port Authority and have frozen seniority in those positions will be afforded the opportunity to pick a job in the classification they previously held in accordance with their seniority in that classification.

b. Employees who have not previously held another Port Authority position or who, based on their frozen seniority cannot pick an open position in that job classification, will be offered a position that Port Authority intends to create to proactively assist passengers on the platform and shall continue to receive their Offboard fare collector rate and shall be subject to any increases set forth in the agreement. Employees who do not receive such a position or are unable to perform the duties of that position will be returned to the 207 list or, if ineligible for placement on that list, will be subject to the furlough and recall provisions of the collective bargaining agreement.

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PART XII
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

SABATINO DINARDO JR.
Financial Secretary- Treasurer

JEFFREY S. DIPERNA
Assistant Business Agent

BRYON S. SHANE
Assistant Business Agent

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ATTACHMENT 1

Memorandum of Agreement

Between

Port Authority of Allegheny County

And

Local 85, Amalgamated Transit Union

Pursuant to the terms of Section 106E. 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 Section 106 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 Section 106E. 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

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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 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.

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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

ATTACHMENT 2

Contributions and Wellness Credits – Highmark + UPMC Dual Vendor

Tier	2017	2018	2019*	2020* **
Assumed Annual Salary	**$61,145**	**$62,827**	**$64,555**	**$66,492**
Core Contributions				
Enhanced PPO				
Employee Only	$1,510	$1,360	$1,390	$1,430
Two Person	$2,110	$2,180	$2,500	$2,860
Family	$2,420	$2,450	$2,780	$3,150
Basic PPO				
Employee Only	$1,100	$990	$1,010	$1,040
Two Person	$1,540	$1,580	$1,820	$2,080
Family	$1,760	$1,780	$2,020	$2,290
Wellness Credits				
Enhanced PPO				
Employee Only	$200	$200	$200	$200
Two Person	$400	$400	$400	$400
Family	$400	$400	$400	$400
Basic PPO				
Employee Only	$200	$200	$200	$200
Two Person	$400	$400	$400	$400
Family	$400	$400	$400	$400
Net Employee Contributions for Employees Who Qualify for Wellness Credits				
Enhanced PPO				
Employee Only	$1,310	$1,160	$1,190	$1,230
Two Person	$1,710	$1,780	$2,100	$2,460
Family	$2,020	$2,050	$2,380	$2,750
Basic PPO				
Employee Only	$900	$790	$810	$840
Two Person	$1,140	$1,180	$1,420	$1,680
Family	$1,360	$1,380	$1,620	$1,890

*Assumes the maximum cap premium increases of 14% in 2019 and 15% in 2020 are met. The Labor Management Committee has pledged to rebid the plans in 2019 in order to reduce costs and assure that the increase falls below these caps.

**Employees who have not, as of January 1, 2017, completed at least forty-eight (48) months of Authority employment, shall contribute six percent (6%) of the premium cost monthly until such time in 2017, or later, as they may commence their forth-ninth (49th) month of Authority employment, at which time they shall contribute eight percent (8%) of the total aggregate premium cost monthly.

ATTACHMENT 3

Wellness Incentive Credits

Provision	2017	2018	2019 & 2020
Program Requirements	Completion Step(s): ▪ Health Risk Assessment ▪ Biometric Screening	Completion Step(s): ▪ Health Risk Assessment ▪ Biometric Screening AND ▪ Annual Physician Visit	Completion Step(s): ▪ Health Risk Assessment ▪ Biometric Screening ▪ Annual Physician Visit AND ▪ Tobacco-free (or completing tobacco cessation program)
Incentive Dollars	▪ $200 for an employee enrolled in single coverage ▪ $400 for an employee enrolled in family coverage ▪ Incentive dollars will reduce payroll deduction premiums	▪ $200 for an employee enrolled in single coverage ▪ $400 for an employee enrolled in family coverage ▪ Incentive dollars will reduce payroll deduction premiums	▪ $200 for an employee enrolled in single coverage ▪ $400 for an employee enrolled in family coverage ▪ Incentive dollars will reduce payroll deduction premiums
Additional Requirements	▪ Employees must complete all wellness activities during an agreed upon timeframe ▪ Port Authority to use medical vendor to certify employee's completion of wellness activities	▪ Employees must complete HRA and Biometric activities during an agreed upon timeframe ▪ Annual physical can be complete in 2017 up until end of the timeframe ▪ Port Authority to use medical vendor to certify employee's completion of wellness activities	▪ Employees must complete HRA and Biometric activities during an agreed upon timeframe ▪ Annual physical can be complete in previous year up until end of the timeframe ▪ Port Authority to use medical vendor to certify employee's completion of wellness activities

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ATTACHMENT 4

AGREEMENT OF THE PARTIES TO RESOLVE A GRIEVANCE FILED IN ACCORDANCE WITH SECTION 106 OF THE COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the parties bargained provisions applicable to retirees eligible to receive post-retirement health care effective January 1, 2009; and

WHEREAS, the collective bargaining agreement contains provisions concerning the coverage to be afforded and cost sharing, if applicable; and

WHEREAS, Port Authority indicated its belief that employees retiring on or after January 1, 2009 are subject to plan design changes and contribution changes in the same manner as active employees; and

WHEREAS, Local 85 asserted that retirees on or after January 1, 2009 are subject to neither changes in plan design or contributions; and

WHEREAS, Local 85 filed a grievance challenging the interpretation and intended application of the agreement to current and future retirees; and

WHEREAS, the parties, as part of their collective bargaining negotiations, reached a settlement concerning the interpretation and application of the agreement regarding future plan design and contribution changes which shall be revised to more clearly reflect the following:

1. For retirees receiving pre-age 65 (pre-Medicare) coverage, the following provisions shall be applicable for any retiree who was hired before July 1, 2012.

    a. Any retiree hired before July 1, 2012 who retired before January 1, 2009 shall not be subject to a change in plan design or a change in contributions as may be bargained for active employees. These retirees shall continue to be subject to a change in health care provider but shall be able to select a plan from a provider with a plan design essentially consistent with the plan design in effect when the employee retired subject to the limitations of the selected provider.

    b. A retiree hired before July 1, 2012 who retired between January 1, 2009 and December 31, 2016, inclusive, shall be subject to the following provisions:

        i. A retiree who retired at age 60 or older with 30 or more years of service and who currently receives the post-retirement health care benefit without a contribution requirement shall continue to receive that benefit without a contribution requirement. In addition, the retiree shall continue to receive a benefit plan design essentially consistent with the plan design in effect when the employee retired subject to the limitations of the selected provider and shall be subject to a change in health care provider as may be bargained between the parties.

ii. A retiree who retired under age 60 with 30 or more years of service who currently receives the post-retirement health care benefit shall continue to pay in contribution towards the cost of that coverage the amount the retiree paid upon his or her retirement with no change. The retiree shall continue to receive a benefit plan design essentially consistent with the plan design in effect when the employee retired subject to the limitations of the selected provider and shall be subject to a change in health care provider as may be bargained between the parties.

iii. A retiree who retired at age 62 or more with 20 or more years of service who is subject to the 50% premium contribution requirement shall continue to pay 50% of the cost of coverage provided. The retiree shall continue to receive a benefit plan design essentially consistent with the plan design in effect when the employee retired subject to the limitations of the selected provider and shall be subject to a change in health care provider as may be bargained between the parties.

iv. A retiree who retired after June 30, 2012 having attained 25 years of service by June 30, 2012 and who is therefore contributing toward the cost of coverage shall continue to pay in contribution towards the cost of that coverage the amount the retiree paid upon his or her retirement with no change. The retiree shall continue to receive a benefit plan design essentially consistent with the plan design in effect when the employee retired subject to the limitations of the selected provider and shall be subject to a change in health care provider as may be bargained between the parties.

c. A retiree hired before July 1, 2012 who retires on or after January 1, 2017 shall be subject to the following provisions:

i. A retiree who retires at age 60 or older with 30 or more years of service and who currently receives the post-retirement health care benefit without a contribution requirement shall continue to receive that benefit without a contribution requirement. The retiree shall be subject to the plan design changes as well as health care provider changes as may be bargained between the parties. These retirees shall receive the same health care plan provided to active employees as may be changed from time-to-time.

ii. A retiree who retires under age 60 with 30 or more years of service who currently receives the post-retirement health care benefit shall continue to pay in contribution towards that coverage the amount the retiree paid upon his or her retirement with no change. The retiree shall be subject to the plan design changes as well as health care provider changes as may be bargained between the parties. These retirees shall receive the same health care plan provided to active employees as may be changed from time-to-time.

iii. A retiree who retires with 20 or more years of service at age 62 or older and who therefore is required to pay 50% of the premium cost shall continue to pay 50% of the cost of the plan that the retiree receives. The retiree shall be subject to the plan design changes as well as health care provider changes as may be bargained

between the parties. These retirees shall receive the same health care plan provided to active employees as may be changed from time-to-time.

iv. A retiree who retires after January 1, 2017 having attained 25 years of service by June 30, 2012 and who does not otherwise now qualify under a different tier of benefits shall continue to pay in contribution towards that coverage the amount the retiree paid upon his or her retirement with no change. The retiree shall be subject to the plan design changes as well as health care provider changes as may be bargained between the parties. These retirees shall receive the same health care plan provided to active employees as may be changed from time-to-time.

2. For retirees receiving pre-age 65 (pre-Medicare) coverage, the following provisions shall be applicable for any retiree who was hired on or after July 1, 2012:

   a. Any retiree hired on or after July 1, 2012 shall pay the cost of that coverage in the same manner as active employees pay for coverage and that contribution shall be subject to change in accordance with changes in plan costs or pursuant to changes that may be negotiated by the parties with the result that retirees shall continue to contribute in retirement in the same manner and amount as active employees. These retirees shall be subject to plan design changes as well as health care provider changers as may be bargained between the parties.

3. Nothing in this agreement changes the provisions of the agreement applicable to post-65 (Medicare) coverage.

4. The grievance filed shall be considered resolved and withdrawn and no further challenge regarding these matters shall be filed in any forum.

PORT AUTHORITY OF ALLEGHENY COUNTY

By: Ellen M. McLean
Ellen McLean

Date: 12.20.2016

ATU LOCAL 85

By: Stephen Palonis

Date: 12-20-2016

{DocNo=00478979.3}

Maintenance Apprenticeship Program
Side Letter Agreement

By Decision dated January 9, 2006, Port Authority's right to establish qualifications was confirmed except for those positions for which the Maintenance Apprenticeship Program had previously been implemented. Those Maintenance Apprenticeship Program implemented positions are as follows:

Radio Repairmen, Electronic Maintainer, Shop Mechanic, HVAC Technician, Machinist (rail center), Rail Technician A, Rail Technician B, Signalman, Wireman, Substation Maintainer, and HVAC Repairman.

In addition, the parties have agreed to the following minimum requirements for the following listed jobs:

- *Testing requirements will be waived, except for all identified non career path jobs.*
- *Minimum requirements for Repairperson, Mechanic, Track Service Person and Lineperson shall be as set forth on the attached job descriptions.*

The following identified non-career path jobs will be offered on a seniority basis, with departmental preference, provided that the employee passes a reasonable hands on practical test established by a Joint Labor Management Committee:

*Handyperson, Machinist, Seat & Sign Repairperson, Sheet Metal Worker, Shop Welder, Fare Box Repair Person, Sign Painter, Body Person Painter, LRV Structural Mechanic.**

As for jobs not listed herein, the Authority may set job requirements but shall review and consider specific suggestions made by the Union when establishing or revising these job requirements.

** Prior to entering this Side Letter Agreement, Port Authority abolished the "Wood Worker" position. In the event the functions of the "Wood Worker" position are reestablished in a new job in the future, the parties agree that this job would be subject to the non-career path jobs provisions and would be offered on a seniority basis, with departmental preference subject to a reasonable hands on practical test established by a joint labor management committee.*

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PORT AUTHORITY OF ALLEGHENY COUNTY
JOB DESCRIPTION

For HR coding purposes ONLY	
FLSA-Non-Exempt:	2
FLSA-Exempt:	
EEO Category:	7
Overtime:	Yes
Safety Sensitive:	2
Job Code:	000306
Position Number(s):	392, 393, 394, 395, 396, 397, 398

☐ NON-REPRESENTED ☒ ATU-LOCAL 85
☐ IBEW-LOCAL 29 ☐ PAT-PA

Job Title: Automotive Repairperson **Salary Grade:** 2

Division: Operations

Department: Manchester Shop/Auto and Truck Shop/ Bus Garages **Dept. Number:** 20VariousVarious00

Reports to: Shop Section Supervisor - First Level/ Auto and Truck Shop Supervisor – First Level/ Garage Supervisor – First Level **Date:** Draft 06/02; Effective 11/04; Rev. 6/06

PURPOSE: To perform various maintenance functions to ensure revenue and non-revenue vehicles can be operated in a safe and reliable manner.

COMPETENCIES:

ESSENTIAL FUNCTIONS:

- Perform scheduled inspections in accordance with detailed procedures; inspect units, components and parts for wear, damage and service reliability. Replace or repair defects.
- Disassemble, reassemble, repair and/or replace components/units.
- Replace various fluids and filters; lubricate chassis, adjust brakes; safety check vehicle and report defects; check body lights, signal systems, etc.
- Perform troubleshooting to diagnose problems in air, electrical, hydraulic or mechanically operated systems; road test vehicles.
- Clean and tag units removed from vehicles.
- Repair vehicles according to operator condition cards.
- Make road and service calls; vehicle/equipment changes, as assigned.

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- Record work performed on reports, condition cards, inspection forms, work order forms, follow-up records, etc. in written and/or electronic form.
- Operate equipment to burn or cut metal.
- Operate forklift truck, as needed.
- Change mounted tires/wheels, as needed.
- Clean work area.

OTHER JOB DUTIES:

- Perform other job-related duties, as needed.

JOB QUALIFICATIONS/REQUIREMENTS: or EDUCATION and/or Experience

- High School Diploma or GED.
- Valid PA Driver's License, Class C.
- Obtain and maintain a valid Commercial Driver's License, Class B with air brake restriction removed and P endorsement within 90 working days.
- Successful completion of job specific training, as required.
- This is a Safety Sensitive position subject to all testing provisions under the Drug and Alcohol Policy, including random drug and alcohol testing. The person selected for this position may be required to be tested prior to being awarded the job.

PREFERRED ATTRIBUTES:

- ASE Certification.

PHYSICAL DEMANDS:

- Heavy Duty Work Designation-May on occasion lift and/or carry objects up to and over 100 lb.; Occasional to frequent lifting up to 50 lb.; frequent standing, walking, bending, twisting, and reaching.
    - Frequent to continuous standing and walking.

- Occasional to frequent driving.
- Frequent to continuous lifting and carrying between 1-20 lb.
- Occasional to frequent lifting and carrying between 20-50 lb.
- Occasional lifting and carrying beyond 50 lb. up to and over 100 lb. (repairmen are instructed to seek assistance at this level, using coworkers, lifts, hoists, carts, etc.)
- Occasional to continuous repetitive use of hands for grasping.
- Occasional to continuous repetitive use of hands for fine manipulation.
- Occasional to continuous repetitive use of hands for pushing and pulling.
- Occasional use of feet for movement of foot controls.
- Occasional pushing and pulling of objects to include but not limited to: tool carts, step ladders, dollies, 4-wheeled carts, components and parts, etc., up to and over 100 lb.
- Occasional to continuous bending.
- Occasional to continuous twisting.
- Occasional to continuous reaching at waist and chest level.
- Occasional reaching overhead.
- Occasional to frequent kneeling and or squatting.
- Occasional climbing of step ladders, ladders, bench step ladders, etc.
- Occasional crawling.
- Occasional to frequent use of hand and power tools requiring powerful grip, with occasional exposure to vibration.
- Variation in frequency occurs with specified tasks.

- Environmental Conditions:
  - Exposure to all seasonal environmental conditions to include: heat, cold, humidity, rain, snow, high winds, sleet, etc.
  - Dirt, grease, dust, oil, chemicals and fumes.
  - Exposure to noise.

POSITION ASSESSMENTS:

•

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The above statement reflects the general details considered necessary to describe the essential functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

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PORT AUTHORITY OF ALLEGHENY COUNTY
JOB DESCRIPTION

☐ NON-REPRESENTED ☒ ATU-LOCAL 85
☐ IBEW-LOCAL 29 ☐ PAT-PA

For HR coding purposes ONLY
FLSA-Non-Exempt: 2
FLSA-Exempt:
EEO Category: 7
Overtime: Yes
Safety Sensitive: 2
Job Code: 000305
Position Number(s): 384, 386, 389, 390, 391

Job Title: Automotive Mechanic **Salary Grade:** 4

Division: Operations

Department: Bus Garages **Dept. Number:** 2012Various00

Reports to: Garage Supervisor– First Level **Date:** Draft 06/02; Effective 11/04; Rev. 6/06

PURPOSE: To perform a variety of inspection and repair procedures on revenue and non-revenue equipment or vehicles. Carry out predetermined inspections including but not limited to Wheelchair, A/C and Pennsylvania State Inspections. Troubleshoot and repair malfunctioning equipment or systems on equipment or vehicles. Weld or cut metal parts. Perform functions of an Automotive Repairperson.

COMPETENCIES:

ESSENTIAL FUNCTIONS:

- Perform scheduled inspection in accordance with detailed procedures; inspect units, components and parts for wear, damage and service reliability. Replace or repair defects. Carry out preventive maintenance according to procedures.
- Replace various fluids and filters; lubricate chassis, adjust brakes; safety check vehicle and report any defects; check body lights, signal systems, etc.
- Perform complex troubleshooting to diagnose problems in air, electrical, hydraulic or mechanically operated systems; road test vehicles.
- Diagnose, repair and rebuild air conditioning, wheelchair units and systems.
- Change mounted tire/wheel assemblies.
- Make road and service calls; vehicle/equipment changes, as assigned.
- Operate equipment to weld, burn or cut metal.

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- Perform vehicle inspections in accordance with Pennsylvania State Inspection Requirements.
- Record work performed on reports, condition cards, inspection forms, work order forms, follow-up records, etc. in written and/or electronic form.
- Disassemble, reassemble, repair and/or replace units/components.
- Clean and tag units removed from vehicles.
- Perform major component repairs and/or overhauls, as needed.
- Operate forklift truck, as needed.
- Clean work area.

OTHER JOB DUTIES:

- Perform other job-related duties, as needed.

JOB QUALIFICATIONS/REQUIREMENTS: or EDUCATION and/or Experience

- High School Diploma or GED.
- Automotive Certificate from accredited school with two (2) years directly related work experience; or four (4) years directly related work experience within the past ten (10) years; or one (1) year as a Port Authority Automotive Repairperson.
- Obtain and maintain a valid Class 3 Pennsylvania State Inspection License within 180 working days.
- Obtain and maintain EPA Section 608 Technician TYPE II Certification within 90 working days.
- Valid PA Driver's License, Class C.
- Obtain and maintain a valid Commercial Driver's License, Class B with air brake restriction removed and P endorsement within 90 working days.
- Successful completion of job specific training, as required.
- This is a Safety Sensitive position subject to all testing provisions under the Drug and Alcohol Policy, including random drug and alcohol testing. The person selected for this position may be required to be tested prior to being awarded the job.

PHYSICAL DEMANDS:

- Heavy Duty Work Designation-May on occasion lift and or carry objects up to and over 100 lb.; Occasional to Frequent lifting up to 50 lb.; frequent standing, walking, bending, twisting, and reaching.

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- Frequent to continuous standing and walking.
- Occasional to frequent driving.
  - Frequent to continuous lifting and carrying between 1-20 lb.
  - Occasional to frequent lifting and carrying between 20-50 lb.
  - Occasional lifting and carrying beyond 50 lb. up to and over 100 lb. (mechanics are instructed to seek assistance at this level, using coworkers, lifts, hoists, carts, etc.)
  - Occasional to continuous repetitive use of hands for grasping.
  - Occasional to continuous repetitive use of hands for fine manipulation.
  - Occasional to continuous repetitive use of hands for pushing and pulling.
  - Occasional use of feet for movement of foot controls.
  - Occasional pushing and pulling of objects to include but not limited to: tool carts, step ladders, dollies, 4-wheeled carts, components and parts, etc., up to and over 100 lb.
  - Occasional to continuous bending.
  - Occasional to continuous twisting.
  - Occasional to continuous reaching at waist and chest level.
  - Occasional reaching overhead.
  - Occasional to frequent kneeling and or squatting.
  - Occasional climbing of step ladders, ladders, bench step ladders, etc.
  - Occasional crawling.
  - Occasional to frequent use of hand and power tools requiring powerful grip, with occasional exposure to vibration.
  - Variation in frequency occurs with specified tasks.
- Environmental Conditions:
  - Exposure to all seasonal environmental conditions to include: heat, cold, humidity, rain, snow, high winds, sleet, etc.
  - Dirt, grease, and dust.

POSITION ASSESSMENTS:

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The above statement reflects the general details considered necessary to describe the essential functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

PORT AUTHORITY OF ALLEGHENY COUNTY
JOB DESCRIPTION

For HR coding purposes ONLY	
FLSA-Non-Exempt:	2
FLSA-Exempt:	
EEO Category:	7
Overtime:	Yes
Safety Sensitive:	2
Job Code:	000332
Position Number(s):	471

☐ NON-REPRESENTED ☒ ATU-LOCAL 85
☐ IBEW-LOCAL 29 ☐ PAT-PA

Job Title: Track Service Person **Salary Grade:** 2

Division: Operations

Department: Way **Dept. Number:** 20153000

Reports to: Way Supervisor – First Level **Date:** Draft 7/02; Eff. 11/04; Rev. 6/06; 10/10; 2/11

PURPOSE: To perform a variety of assignments including, but not limited to, maintenance work for the repair of track, fixed guideways, private right-of-ways, structures, and other Port Authority properties.

COMPETENCIES:

ESSENTIAL FUNCTIONS:

- Operate oxygen-acetylene equipment for burning, cutting, and grinding of rail.
- Perform thermite welding of rail, which includes preheating of rail using hand torch; position, clamp, and assemble work pieces together, etc.
- Determine tools and equipment required to perform work.
- Operate and perform routine maintenance on tools and equipment.
- Adhere to safety policies and procedures.
- Operate crew truck and other company vehicles, as required.
- Complete related paperwork/documentation, as required.
- Maintain a clean work environment.

OTHER JOB DUTIES:

- Perform snow removal, as required.
- Operate forklift, as needed.
- Set up safety equipment and safety work zones, as required. Act as a safety flag person, when needed.
- Exercise good judgment in the methods or sequence of work to be completed.
- Refer unusual situations to supervisor.
- Perform other job-related duties, as needed.

JOB QUALIFICATIONS/REQUIREMENTS: or EDUCATION and/or Experience

- High School Diploma or GED.
- Valid PA Driver's License, Class C.
- Obtain and maintain trade certification in burning or flame cutting of metals within 90 working days.
- Obtain and maintain a valid Commercial Driver's License, Class B with air brake restriction removed within 90 working days.
- Successful completion of job specific training, as required.
- Completion of the respirator Medical Evaluation questionnaire within 90 days of receipt of the evaluation package.
- This is a Safety Sensitive position subject to all testing provisions under the Drug and Alcohol Policy, including random drug and alcohol testing. The person selected for this position may be required to be tested prior to being awarded the job.

PREFERRED ATTRIBUTES:

- Previous track experience.

PHYSICAL DEMANDS:

- Heavy Duty Work Designation-Occasional lifting up to 80 lb. independently. May occasionally with assistance of a coworker(s) lift up to and over 100 lb. or guide items in excess of 100 lb., as they are moved by a crane. Frequent lifting up to 50 lb. Frequent to continuous standing and walking.

- Frequent to continuous standing and walking.
- Occasional to frequent sitting.
- Occasional to continuous driving and operating equipment such as tractors, forklifts, etc.
- Occasional lifting and carrying with assistance of a coworker, up to and over 100 lb.
- Occasionally assists in guiding objects over 100 lb., as they are moved by overhead crane.
- Occasional lifting and carrying between 50-80 lb.
- Frequent lifting and carrying between 1-50 lb.
- Frequent to continuous use of hands for grasping.
- Occasional to frequent use of hands for fine manipulation.
- Frequent to continuous use of hands for pushing and pulling.
- Occasional to frequent use of shovels and picks to dig around rail.
- Occasional to continuous use of feet for movement of foot controls.
- Occasional pushing and pulling of objects to include but not limited to: rail track, ties, equipment, lawnmowers, snow blowers, etc.
- Frequent bending.
- Occasional to frequent twisting.
- Occasional kneeling and squatting.
- Occasional to frequent reaching at waist and chest levels.
- Rare overhead reaching.
- Occasional climbing onto utility vehicles, in and out of truck beds, ladders, etc.
- Frequent to continuous use of hand and power tools, with occasional to frequent exposure to vibration.
- Variation in frequency with all of the above may vary with specified job tasks.

- Environmental Conditions:
  - Exposure to all seasonal environmental conditions to include: heat, cold, humidity, rain, snow, high winds, sleet, etc.
  - Dirt, grease, dust, chemicals and fumes.
  - Exposure to noise.

POSITION ASSESSMENTS:

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The above statement reflects the general details considered necessary to describe the essential functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

PORT AUTHORITY OF ALLEGHENY COUNTY
JOB DESCRIPTION

For HR coding purposes ONLY	
FLSA-Non-Exempt:	2
FLSA-Exempt:	
EEO Category:	7
Overtime:	Yes
Safety Sensitive:	2
Job Code:	000309
Position Number(s):	406

☐ NON-REPRESENTED ☒ ATU-LOCAL 85
☐ IBEW-LOCAL 29 ☐ PAT-PA

Job Title: Lineperson **Salary Grade:** 5

Division: Operations

Department: Power **Dept. Number:** 20193000

Reports to: LRT Systems Supervisor – First Level **Date:** Draft 07/02; Effective 11/04; Rev. 6/06

PURPOSE: To perform a variety of assignments related to, but not limited to, preventive and corrective maintenance on the Port Authority's Overhead Catenary System (OCS).

COMPETENCIES:

ESSENTIAL FUNCTIONS:

- Install, inspect, maintain, repair, and provide diagnostic analysis for all components of the Overhead Catenary System (OCS).
- Operate vehicles and equipment, as needed.
- Trim trees, bushes, and shrubs within the envelope of the catenary, high voltage wires and substations.
- Complete related paperwork/documentation, as required.
- Maintain a clean work environment.

OTHER JOB DUTIES:

- Perform snow removal, as required.
- Exercise good judgment in the methods or sequence of work to be completed.

- Refer unusual situations to supervisor.
- Perform other job-related duties, as needed.

JOB QUALIFICATIONS/REQUIREMENTS: or EDUCATION and/or Experience

- High School Diploma or GED.
- Trade certification or equivalent, and two (2) years of directly related work experience as an electrician or lineperson with low, medium, and high voltage electrical experience; or four (4) years of directly related work experience within the past ten (10) years; or one (1) year of Port Authority maintenance experience.
- Valid PA Driver's License, Class C.
- Obtain and maintain a valid Commercial Driver's License, Class B with air brake restriction removed within 90 working days.
- Successful completion of job specific training, as required.
- This is a Safety Sensitive position subject to all testing provisions under the Drug and Alcohol Policy, including random drug and alcohol testing. The person selected for this position may be required to be tested prior to being awarded the job.

PREFERRED ATTRIBUTES:

-

PHYSICAL DEMANDS:

- Medium to Heavy Duty Work Designation-May occasionally with the assistance of a coworker lift up to and over 100 lb. Occasional lifting is up to 80 lb. Frequent walking, standing, climbing and reaching.
  - Frequent to continuous standing and walking, on both even and uneven surfaces.
  - Occasional driving and sitting.
  - Occasional lifting up to and over 100 lb. with assistance from a coworker. May assist in guiding objects over 100 lb., as they are being placed or moved by a crane or lift.
  - Occasional lifting and carrying between 25-80 lb.
  - Frequently lifting up to 25 lb.
  - Occasional to frequent use of hands for grasping.

- Occasional to frequent use of hands for fine manipulation.
- Occasional to frequent use of hands for pushing and pulling.
- Occasional use of feet for movement of foot controls of company vehicle.
- Occasional pushing and pulling of objects to include but not limited to: cables, manhole covers, ladders, equipment, components, etc.
- Occasional to frequent bending.
- Occasional to frequent twisting.
- Occasional to continuous reaching at waist, chest and overhead levels.
- Occasional to frequent kneeling and or squatting.
- Occasional to frequent climbing of ladders onto company utility vehicles, into truck buckets, and onto structures.
- Occasional to frequent use of hand and power tools with occasional to frequent exposure to vibration.
- May occasionally be working in awkward positions and confined spaces.
- Variation in frequency with all of the above may vary with specified job tasks.

- Environmental Conditions:
  - Exposure to all seasonal environmental conditions to include: heat, cold, humidity, rain, snow, high winds, sleet, etc.
  - Dirt, grease, dust, oil, chemicals and fumes.
  - Exposure to noise.

POSITION ASSESSMENTS:

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The above statement reflects the general details considered necessary to describe the essential functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

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