

TABLE OF CONTENTS

ARTICLE		PAGE
1.	Union Shops	1
2.	Insurance, Pension, Medical Department and Drug and Alcohol Testing.....	4
3.	Seniority	35
4.	Reduction in Forces	36
5.	Furloughed Operators	36
6.	Leave of Absence.....	38
7.	Termination Letter	39
8.	Pay Day	39
9.	Rates of Pay	40
10.	Picking of Runs.....	43
11.	Exchange of Runs	47
12.	Specials	47
13.	Definition of Runs	55
14.	Run Changes.....	55
15.	Working Conditions (Regular Operators)	56
16.	Paid Holidays.....	59
17.	Report and Turn-in Time	63
18.	Working Conditions (Extra Operators).....	64
19.	General Working Conditions (Regular and Extra).....	70
20.	Qualified Operators	75
21.	Vacations	77
22.	License Fees	81
23.	Lay-Off	81
24.	Time Claim.....	81
25.	Free Transportation and Uniforms.....	81
26.	Quarters.....	83
27.	Attending Court, Etc	83

28.	Fidelity Bonds	84
29.	Filling Positions of Others	84
30.	Communications and Notices	85
31.	Military Service	85
32.	Route Consolidation Work Agreement	85
33.	Mergers.....	87
34.	Grievance Handling.....	88
35.	Arbitration	96
36.	Interpretation of Agreement	99
37.	Productivity / Attendance	100
38.	Employee Availability	100
39.	Signal/Single Track Violations	104
40.	Small Bus Operators	105
41.	Management Rights	106
42.	Completeness of Agreement	106
43.	Non-Discrimination Policy	107
44.	Termination of Agreement	107

AGREEMENT dated this 28th day of November 2016 by and between **SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "Authority") and LOCAL 1594 (hereinafter referred to as ("The Union") which is affiliated with the **SMART Transportation Division**.

ARTICLE 1 Union Shops

SECTION 1. The Authority recognizes the Union as the sole and exclusive bargaining agent of all bus operators, trolley operators and conductors in its employ, who shall hereinafter be referred to as operators. Any time the word "operator" is used in this Agreement it shall refer to bus operators, trolley operators, conductors, and Norristown (NHSL) operators.

The Authority does not object to the following position of the Union:

"There shall be excluded from this Agreement and the term "operator" shall not be considered to include permanent dispatchers and inspectors who shall be excluded from the bargaining unit and not covered by the terms of this Agreement. This exclusion shall not, however, apply to starters and clerks, who shall, nonetheless, remain within the bargaining unit and subject to and covered by the terms of this Agreement.

Starters and Clerks shall:

- (a) Receive pay increases on the same dates and in the same amounts as the operators.
- (b) Receive the same vacation entitlement as the operators.
- (c) Receive no less than the pension applicable to operators.
- (d) Receive the same benefits as enjoyed by the rest of the bargaining unit.
- (e) Establish separate wage rate for the position of Clerk is 10% above the top operator's rate. Clerk positions filled after December 19, 2016 will have a top wage rate of 5% above the top Operator's

- rate.
- (f) Backfill Starters and backfill Clerks will be paid for work performed, not run pay.
 - (g) Backfill Starters and Backfill Clerks will be permitted to work operator's overtime and will be subject to the draft in the week they work those positions.
 - (h) The Authority will give preference to permanently disqualified operators of SMART Local 1594 in filling clerk positions.

SECTION 2.

- (1) The Authority will not use SMART-1594 employees in a non-permanent supervisory position. This includes non-permanent Supervisors, Instructors, Dispatchers, etc.
- (2) The employee shall have thirty (30) days within which to exercise his/her option to accept the permanent position offered. At that time if the employee elects to accept the permanent position he/she shall thereafter be permanently excluded from the bargaining unit.

SECTION 3. As a condition of continued employment, all bus operators, trolley operators and conductors who are presently members of the Union shall remain members of the Union in good standing. All new operators shall become and remain members of the Union in good standing as a condition of continued employment on or after the 90th day following beginning of such employment or the effective date of this Agreement, whichever is later.

The employee's probationary period should extend from the beginning of employment through ninety (90) days after the completion of training. The Authority has the right to dismiss without cause such probationary employees.

SECTION 4. The Union shall notify the Authority of any employee who

refuses to abide by the provisions of Section 3 hereof and who fails to maintain membership in the Union in good standing because of his/her failure to pay a uniform initiation fee or periodic dues. If such operator fails to comply with said provisions within three (3) days from the time of such notification, the Authority agrees to act immediately in accordance with the decision of the Union.

SECTION 5. The Authority will deduct Union dues and life insurance premiums from the pay of each operator who so authorizes in writing, and pay over the money so collected to the Treasury of the Union. Copies of current address lists of all bargaining unit members actively employed by the Authority will be provided to the Union January and June of each year.

SECTION 6. All equipment will be staffed exclusively by employees classified as operators under the terms of this Agreement. This rule shall not prevent the movement of equipment by other employees within yard limits for changeouts caused by actual mechanical defects, or for testing or training purposes. Snow trucks and cinder trucks, snow plows and wrecking and maintenance trucks need not be staffed by the above mentioned operators. Training Instructors will not be members of Transport Workers Union, Local 234. Operators will be assigned to all testing of vehicles and equipment on in-service main line track. This will not include newly purchased vehicles or equipment that has not been released for service.

SECTION 7. When regular or extra operators are required to perform service in the following categories; snow trucks (excluding pilots), and snowplows (excluding flagperson), they shall receive time and one-half for all time used in such service. However, if this service is not staffed by operators under the terms of this Agreement, this provision will not apply.

SECTION 8. Superannuated or disabled operators will be given consideration in assigning them to such duties, as they may be able to perform, along with other employees.

SECTION 9. When operators make application for employment and

present letters of reference, the Authority will take there from such information as may be necessary or make copies and return the letters.

SECTION 10. The Union recognizes the principle that it is a sound economic and social objective to produce more without the necessity of increasing the labor force.

ARTICLE 2

Insurance, Pension, Medical Department and Drug and Alcohol Testing

SECTION 1. Operators may be required from time to time to submit to any physical, medical, or other examination or re-examination required by the Authority regulations or by a regulatory body, but they will not be required to bear the expense of any such examination or re-examination. They will be given an opportunity to take such examination without loss of time. The examining physician will be selected by the Authority. Operators will be furnished a copy of the examiner's report. If an Operator is dissatisfied with the examination as reported by the Authority Physician he/she shall have the right to employ an outside physician of his/her own choice and at his/her own expense. If the two physicians are unable to agree, all parties involved shall be governed by the decision resulting from the procedures set forth in #1, #2, or #3 below. In the event the Authority's physician's report is found to be incorrect, the Authority will pay all the expense of such examination, including the operator's physician and the third physician. Any loss of time suffered by the operator under this rule will be paid by the Authority in case the Authority is wrong. An Operator held from service because of physical disability will be returned to his/her proper place as soon as his/her physical condition permits.

(1) DISPUTE RESOLUTION

Disputes between employee's physicians and the Authority's Medical Department of a nature referred to in the following subparagraph shall be resolved by a third party, disinterested physicians jointly selected in each dispute by the Authority and the Union. The cost of the third party

physician when utilized pursuant to subsection (a) below, shall be borne by the Authority; the costs of the third party physician, when utilized, pursuant of subsection (b) below shall be borne equally by the Parties. This procedure refers to the following types of disputes; provided, however, that the Authority has the right to promulgate any reasonable medical qualifications and standards and such qualifications and standards are not subject to case by case determination by the third party physician in accordance with the foregoing procedure and that the third party physician shall not change, alter, or amend the Medical Guidelines as set forth by the Medical Department:

- (a) Whenever the Authority's Medical Department determines that an employee is able to work and the employee's physician considers the employee unable to work, the third party physician shall determine if such employee is safely and healthfully able to perform his/her job.

If such employee refuses to submit to the examination by the third party physician or if the third party physician determines that such employee is safely and healthfully able to perform his/her job and said employee refuses to return to work, said employee shall be deemed to have resigned his/her employment with the Authority; provided, however, that in the event said employee thereafter prevails in the Workers Compensation claim with respect to the injury considered by the third party physician, the employee shall no longer be deemed to have resigned his/her employment and the Union may file for Arbitration within thirty days of the issuance of the Workers Compensation award to reinstate said employee.

- (b) Whenever the Authority's Medical Department determines that an employee is unable to work and the employee's physician considers the employee able to work, the third party physician shall determine if such employee is safely able to work.

- (c) A copy of the report of the third party physician will be sent to the Authority, the Union and the employee prior to the employee's post examination appointment at SEPTA's Medical Department.

(2) PRESCRIPTION MEDICATIONS

- (a) The Authority may publish and from time to time amend a list of medications whose usage by an employee must be reported by him/her to a designated Authority representative.
- (b) In the event an employee intends to work while taking a prescribed medication not on the list referred to in the above paragraph, the employee must inform the prescribing physician of this intention and of the requirements of his/her job for the purpose of receiving the physician's advise as to whether taking the medication precludes the employee's safely and healthfully working at that job.
- (c) Whenever the Authority's Medical Director is aware that an employee is using any prescribed medication, the Medical Director may require such employee to obtain a written statement from the prescribing physician indicating that the employee is safely able to perform the requirements of his/her specific job. This written statement shall be on a form provided by the Authority and agreed to by the Union that summarizes for the physician such employee's job requirements.
- (d) After receiving the written statement referred to in the above paragraph, the Authority's Medical Director may from time to time, consistent with prevailing medical practice with respect to the underlying medical condition and the drug being administered therefore:

- (1) Require the employee and his/her physician to provide information on the employee's usage of the prescribed medication, including the dosage, frequency and time of use, and relevant side effects on the employee, if any.
 - (2) Conduct a medical examination of the employee, including body fluid tests, for the purpose of determining whether the employee is taking the prescribed medication in conformity with the prescription.
- (e) Whenever the Medical Director and the prescribing physician disagree as to whether an employee's use or failure to use a prescribed medication renders such employee unable to perform safely the requirements of his/her specific job, such dispute shall be resolved by the procedures referred to in the dispute resolution language. For purposes of resolving such a dispute, the provision set forth in the second paragraph of the dispute resolution language shall not apply.

(3) DRUG AND ALCOHOL TESTING

Drug and alcohol testing will be conducted in accordance with the Authority's Drug and Alcohol Policy, which will cover all Authority employees, with the following changes:

- (a) Mandatory referral to the Employee Assistance Program (EAP) after the first positive result on a random test. Discharge for a second positive result on a random test during a career.
- (b) Automatic testing after a signal violation and discharge for a positive result.
- (c) Automatic testing after an accident in which there is a fatality, injury requiring medical treatment away from the scene or disabling vehicle damage. Discharge for a positive

result. Accidents resulting in damage in excess of \$3,500 and in which the operator's action cannot be completely discounted also will be cause for post-accident testing.

Discharge for positive result.

- (d) Full compliance with existing FTA regulations and all future changes or interpretations thereof.
- (e) Employees testing 0.02-0.039 for measurable alcohol will be sent home without pay for the balance of their shift.
- (f) Pre-duty prohibition against alcohol use limited to safety sensitive employees.
- (g) Violation of pre-duty use of alcohol treated as follows:
 - i. 1st violation in career: not permitted to work and not paid.
 - ii. 2nd violation in career: 3-day suspension without pay and mandatory referral to EAP.
 - iii. 3rd violation in career: 5-day suspension without pay and mandatory referral to EAP.
 - iv. 4th violation in career: discharge.

SECTION 2. Sick and Accident Insurance

- (a) Effective July 25, 1969, the Authority agrees to provide sick and accident insurance to all operators amounting to at least three hundred and twenty-five dollars (\$325.00) per month which will become effective on the first day of disability in case of accident and/or on the fourth day of disability in case of illness and remain in effect for the duration of such illness or disability but not exceeding fifty-two (52) weeks for one illness or disability or an accumulative fifty-two (52) weeks for anyone illness or disability.
- (b) Effective with new cases occurring May 8, 1973, and thereafter, Accident and Health Benefit paid under the provisions of Article 2, Section 2(a) above, will be increased to provide three hundred sixty-three dollars thirty cents (\$363.30) per month.

- (c) Effective with new cases occurring on or after November 12, 1975, Accident and health Benefits will be paid, according to entitlement, to provide one hundred ten dollars (\$110.00) for the first four weeks, one hundred dollars (\$100.00) for the next 17 weeks, and ninety dollars (\$90.00) for the remaining 31 weeks of any one illness or disability.
- (d) Effective with new cases occurring on or after May 18, 1977, Accident Health Benefits will be paid, according to entitlement, to provide one hundred twenty dollars (\$120.00) for the first four weeks, one hundred dollars (\$100.00) for the next 17 weeks, and ninety dollars (\$90.00) for the remaining 31 weeks of any one illness or disability.
- (e) Effective with new cases occurring on or after April, 1979, Accident and Health Benefits will be paid, according to entitlement, to provide one hundred thirty (\$130.00) for the first four weeks, one hundred ten dollars (\$110.00) for the next 17 weeks, and ninety-five (\$95.00) for the remaining 31 weeks of any one illness or disability.
- (f) Effective with new cases occurring on or after May 14, 1981, Accident and Health Benefits will be paid, according to entitlement, to provide one hundred thirty-two dollars (\$132.00) for the first four weeks, one hundred twelve dollars (\$112.00) for the next 17 weeks, and ninety-seven dollars (\$97.00) for the remaining 31 weeks of any one illness or disability. These amounts will be increased by an additional two dollars (\$2.00) per week in all categories effective with new cases occurring after April 2, 1982.
- (g) Effective with new cases occurring on or after April 4, 1983, Accident and Health Benefits will be paid, according to entitlement, to provide one hundred thirty-six dollars (\$136.00) for the first four weeks, one hundred sixteen dollars (\$116.00) for the next 17 weeks, and one hundred and one dollars (\$101.00) for the

remaining 31 weeks of any one illness or disability. These amounts will be increased by an additional two dollars (\$2.00) in all categories effective with new cases occurring after April 2, 1984. These amounts will be increased by an additional two dollars (\$2.00) per week in all categories effective with new cases occurring after April 1, 1985.

- (h) Effective with new cases occurring on or after April 1, 1989, Accident and Health Benefits will be paid, according to entitlement, to provide one hundred forty-five dollars (\$145.00) for the first four weeks, one hundred twenty-five dollars (\$125.00) for the next 17 weeks, and one hundred-ten dollars (\$110.00) for the remaining 31 weeks of any one illness or disability. These amounts will be increased by an additional five dollars (\$5.00) in all categories effective with new cases occurring after April 1, 1990. These amounts will be increased by an additional five dollars (\$5.00) per week in all categories effective with new cases occurring after April 1, 1991.
- (i) Effective with new cases occurring on or after July 1, 1994, Accident and Health Benefits will be paid according to entitlement, to provide one hundred and eighty-five dollars (\$185.00) for the first 4 weeks, one hundred and sixty-five dollars (\$165.00) for the next 17 weeks, and one hundred and fifty dollars (\$150.00) for the remaining 31 weeks of any one illness or disability.
- (j) Effective with new cases occurring on or after April 2, 1999, each of the above categories will be increased by twenty-five dollars (\$25) and effective April 1, 2000, each of the above categories will be increased by an additional twenty-five dollars (\$25).
- (k) Effective with new cases occurring on or after April 29, 2001, each of the above categories will be increased by ten dollars (\$10) and effective with new cases occurring on or after April 2, 2002, each of the above categories will be increased by an

additional five dollars (\$5). Effective April 2, 2003, each of the above categories will be increased by an additional five dollars (\$5).

- (l) Employees hired on April 2, 1975 and thereafter will accrue entitlement to A&H Benefits as follows:
During the first ninety (90) days - No A&H Benefits (sick pay) are payable; thereafter, during the first year a maximum of sixty (60) days; the first day of the second year and additional sixty (60) days to a maximum of one hundred twenty (120) days, no additional benefits will accrue until after one has returned to work from the current disability.

At the start of the third (3rd) year of employment and thereafter, the employee will be entitled to fifty-two (52) weeks of A&H Benefits (sick pay).

- (m) All requests for A & H benefits must be made in writing and must be received by the Division Superintendent or Department Head on or before the fifth (5th) calendar day of illness. If an employee is hospitalized and unable to submit the request for A & H benefits on or before the fifth (5th) calendar day of illness, the employee may submit the request no later than five (5) calendar days following the date of discharge from the hospital. Any requests not so received will become effective for benefits only on and from the date received.
- (n) An employee who is injured while performing work (which is not specifically prohibited by current rules and regulations) for an employer other than SEPTA, and if the employee is covered by Workmen's Compensation or other employer provided insurance, no A&H Benefits will be payable by SEPTA during any absence from work which thereby results.
- (o) Any A&H Benefits which are paid to an employee as the result of

an accident or injury will be subrogated to the Authority from any third party source. The employee and SEPTA will bear the appropriate percentage of legal fees for the amount each recovers.

- (p) When a regular operator who has been off sick for thirty (30) days or more returns to work, he/she shall return to his/her run. When an extra list operator who has been off sick for thirty (30) days or more returns to work, he/she will return to his/her position on the list.
- (q) Female employees who are off work for Maternity Leave and who have exhausted their A&H Benefits and all of their sick leave shall be granted a leave of absence of up to six weeks after the birth of the child. The Authority will comply with the Family and Medical Leave Act Requirements.
- (r) In the event the Authority disputes a Workers Compensation claim filed by an employee, such employee shall be paid all A&H benefits to which he/she is otherwise entitled under the labor Agreement. In the event the Workers Compensation claim is upheld, the A&H benefits paid to the employee under this paragraph will be deducted from the Workers Compensation benefit payments.
- (s) The Authority will grant leaves of absence to eligible employees in accordance with the Family Medical Leave Act of 1993 (FMLA or Act) for the serious health condition of the employee or to care for the employee's qualifying family member, or for the birth, adoption or placement of a foster child in the care of the employee. All terms of this Article shall be construed in accordance with the statutory provisions of the FMLA and regulatory and judicial interpretations of such provisions without reducing or expanding upon the leave benefits provided thereunder, including provisions relating to notice, medical certification of a serious health condition, designation, qualifying

events, amount of leave available, continuation of group health benefits, job restoration and non-discipline for use of FMLA leave.

- 1) Eligible employees will be entitled to take up to twelve (12) weeks of FMLA leave in each leave year, defined under the rolling backward methodology.
- 2) In accordance with the FMLA notice provisions, the employee will notify the Authority of the reason for leave and the anticipated timing and duration of the leave. It is the responsibility of the Authority to determine whether the leave requested by an individual is covered by the FMLA. If FMLA leave applies, the Authority must designate the leave in writing, as FMLA leave and inform the employee of this designation.
- 3) Eligible employees who use FMLA leave will not be required to utilize accrued and unused vacation or personal days prior to, or concurrently with FMLA leave. Eligible employees who use FMLA leave for their own serious health condition, including disability related to maternity, will be required to utilize accrued and unused A&H Benefits concurrently with FMLA leave.
- 4) An eligible employee may elect to utilize accrued and unused vacation or personal days concurrently with the FMLA leave to care for a qualifying family member with a serious health condition, or to care for a son or daughter within 12 months of the birth, adoption or placement of a foster child in the care of the employee, provided that the employee notifies SEPTA's FMLA Administrator and district director of such election at the commencement of the leave.

SECTION 3. Health Care Benefits

1. Medical Plans. For the duration of the labor agreement, eligible employees and their qualifying dependents may select from among the following medical plans, except as provided below:

<u>Plan Feature</u>	<u>HMO</u>	<u>PPO</u>
Office Visit Copay (PCP/Specialist)	\$10/\$15	\$15/\$30
In Network Deductible	\$0	\$0
Inpatient Hospital Copay	\$0	\$0
Outpatient Hospital Copay	\$0	\$0
Out of Network	N/A	70% (\$300 deductible)
ER Copay (waived if admitted)	\$100	\$100

In addition, those grandfathered employees who had opted to remain in the Independence Blue Cross traditional indemnity medical plan consisting of the 365-day preferred comprehensive Blue Cross plan and the Blue Shield "100" plan and One Million (\$1,000,000) Major Medical coverage may remain in that plan, provided that such employees will be required to pay one-hundred percent (100%) of the difference between the cost of that plan and the PPO Plan (in addition to other employee contributions required under this Article). New hires and all other current employees will not be permitted to enter the traditional indemnity medical plan.

The Authority also will have the right during the term of this Agreement to offer incentives to current employees to move to the HMO plan. These incentives will be structured, offered, implemented and eliminated, if necessary, at the sole discretion of the Authority. For example, any employee who is enrolled in the PPO Plan on November 14, 2005, shall be eligible to move voluntarily to the HMO Plan until March 15, 2006, in exchange for which the employee will receive a payment of One-Thousand Dollars (\$1,000.00), less applicable taxes, on the condition that such employee shall be eligible only for coverage in the HMO Plan for the duration of this Agreement.

Provided, further, however, that the Independence Blue Cross medical plans will be continued unless an equal benefit can be provided by a competitor insurer at significant savings.

All such plans will provide cost containment features such as second opinions, outpatient surgery, hospice care, pre-admission certification, weekend admission restrictions, etc. The Authority may offer to bargaining unit employees, at its expense, as an alternative to the above plan, comparable plans. Employees may annually, during the month of November, elect to change coverage from either plan to the other, subject to the coverage rules of the elected plan.

(a) New Hires. During the first ninety (90) days of employment, employees will not be eligible to participate in any healthcare benefits. New hires will become eligible for medical plan benefits the first of the month following the completion of the ninetieth (90th) day of employment. Any employee hired on or after November 14, 2005, shall be eligible for participation only in the HMO Plan for the balance of their service with the Authority.

(b) Employee Contributions. Effective April 1, 2006, active employees with medical coverage shall contribute to the cost of such coverage at the rate of one percent (1%) of forty (40) hours at the employee's hourly wage rate as set forth in the Wage Rate Manual. Contributions shall be made on a weekly basis by payroll deduction. These contributions will increase as follows:

January 14, 2019	by 0.5% to 1.5%
January 13, 2020	by 1.0% to 2.5%

1) Employees on leave of absence without pay shall be required to make their normal percentage contributions of

forty (40) hours at the employees' hourly wage rate as set forth in the Wage Rate Manual on a weekly basis. If such contributions are not made, the Authority shall cancel their medical coverage.

- (c) Compliance with Laws. All covered plans will be amended to comply with the federal Health Insurance Portability and Accountability Act and the Mental Health Parity Act.
- (d) Opt-Out Incentive. Effective January 1, 2017, employees will be able to opt out of medical coverage if they have alternative coverage. The opt out payment will be capped as follows:

Single	\$2,000.00
All other tiers	\$4,000.00

2. Prescription Plan

- (a) Employee co-payments for prescriptions will be based on the following three-tier formulary program:

Rx Copay – Retail	\$10/\$20/\$40
RX Copay - Mail Order	\$20/\$40/\$80

The plan will have a “mandatory generic” feature such that employees purchasing brand name prescriptions will pay the difference between the full cost of the brand-name prescription and the generic co-payment, unless the prescribing physician orders no generic substitution based on medical necessity or no generic substitution exists. Another physician authorization will not be required for refills, but will be required if the physician re-prescribes after a prescription runs out.

- (b) Specialty prescriptions will be filled through a specialty

pharmacy benefit program administered by the pharmacy benefits manager. Mail order prescriptions will have the same co-payments as retail.

- 1) The Authority will adopt the following clinical management programs, or such similar programs as offered from time to time by the Pharmacy Benefits Manager (PBM) that administers the prescription plan:
 - Advanced Control Formulary Review
 - Care Management (e.g., Accordant)
 - Pharmacy Advisor Counseling
 - 2) Compound medications, made by combining, mixing or altering ingredients to create a customized medication that is not otherwise commercially available, will be subject to the then-prevailing PBM clinical management program to control costs associated with compound medications, as applied to the PBM's book of business generally. If the compound medication does not receive prior authorization and/or the ingredients are not covered, coverage will be denied.
- (c) Effective November 14, 2005, any employee who has completed fifteen (15) months of service will become eligible for the then current prescription benefit coverage.
- (d) The parties have agreed to implement cost containment measures for the prescription program that include a pharmacy intervention feature to encourage use of generic and/or preferred brand drugs.

3. Dental Plan

Effective November 14, 2005, eligible employees and their qualifying dependents will be eligible to participate in the Authority's dental plan for SMART Local 1594 members as provided herein upon completion of fifteen months of service.

4. Vision Plan

Eligible employees and their qualifying dependents will be eligible to participate in the Authority's vision plan, as provided herein, upon completion of fifteen months of service. Services are available once in a twenty-four (24) month period to a maximum allowance of one hundred dollars (\$100.00) for examinations, lenses and frames. For all new cases initiated after July 1, 2000, eligible employees will participate in the Authority's Preferred Provider Organization vision program. The In-network benefit is an annual exam, standard lens covered at 100% with frames covered at 100% or \$110 based on frame collection selected. Out of Network benefit is a total vision benefit of \$100 in a 12 month period covering examination, lenses and frames.

5. Retiree Health Care Benefits

- (a) Any employee retiring from Authority service on or after January 1, 2017 may elect to continue his/her medical coverage and that of his/her spouse under one of the three Hospitalization and Surgical plans for active employees identified above for a period of forty (40) months in the case of the traditional indemnity, PPO plans, or HMO plan. Any retiree who selects the traditional indemnity plan will be required to pay the cost difference between that plan and the PPO plan. Upon reaching Medicare eligibility while covered

under the Authority Plan, i.e., age 65 or disability, the retiree and his/her spouse will be required to enroll in Blue Cross 65 Special or HMO equivalent.

- (b) Any employee retiring from Authority service on or after April 2, 1998 will continue to have prescription coverage under the Authority's prescription plan for life. The co-payments for such coverage will be \$2/generic and \$7/brand, subject to the same "mandatory generic" feature described above for active employees.
- (c) For any employee retiring from Authority service on or after April 29, 2001, the co-payments for such coverage will be \$5/generic and \$10/brand, subject to the same "mandatory generic" feature described above for active employees.
- (d) For an employee retiring on or after November 14, 2005, who is eligible for retiree health care, the employee will participate in the medical and prescription plans described above for active employees.
- (e) For an employee hired on or after November 14, 2005, the employee and his or her eligible dependents will be eligible for retiree prescription coverage until the employee reaches Medicare enrollment age. These post-retirement medical benefits will be guaranteed for each such retiring employee and his/her family for the term of the agreement and are subject to re-negotiation upon the expiration thereof.

6. Same Sex Spousal Benefits

The Authority will extend health care, pension, FMLA, and other employee benefits to same-sex spouses in the same manner as such benefits currently apply to opposite sex spouses.

7. Health Care Cost Containment Committee

The Authority will provide the current level of benefits, no less than the current degree of employee choice and current arrangements as to out-of-pocket expenses. The parties agree to continue the Health Benefit Cost Containment Committee consisting of one member appointed by the Authority, one member to be jointly appointed by the Union, and a third, neutral member to be jointly appointed by the parties. For any health insurance contracts expiring during the term of this agreement, the Committee shall review the Authority's current health care benefit program in order to negotiate terms with medical carriers. All programs developed and implemented will provide management and hourly employees with the same benefits. All arrangements negotiated will require approval by the SEPTA Board. The parties agree that the offering of any alternate delivery means to members of the bargaining unit and management employees and any changes thereto over the terms of the contract will require the approval of both the Union and management members.

SECTION 4. Life Insurance

- (a) The Authority will continue to make payroll deductions in the full amount of the premiums where authorized by the employee and pay same to the Union for any current insurance coverage which the employee elects to continue.
- (b) Effective May 1, 1983 through April 1, 1998, the Authority will provide a \$3,000 paid up policy to all employees retiring on pension during this period.
- (c) Effective for those retiring on or after April 2, 1998, the

Authority will provide ten thousand dollars (\$10,000.00) group term policy to all employees retiring during the term of the Labor Agreement.

- (d) For employees hired before April 2, 1998, the Authority will provide forty thousand dollars (\$40,000.00) group life insurance for each employee, at no charge to the employee.
- (e) Employees hired on or after April 2, 1998, will qualify for life insurance coverage based on the following schedule:
 - 90 day probation no coverage
 - Next 12 months \$16,000
 - Next 12 months \$24,000
 - Next 12 months \$40,000

SECTION 5. Pension Plan

(a) Regular Pension

- (1) Normal retirement at age 62 with 5 years of service unreduced, or with 30 years of service unreduced.
- (2) Effective January 1, 2017 the normal retirement benefit is to be calculated as ninety-four dollars (\$94) per month for years of Continuous Service accrued up to December 15, 2016, and one-hundred dollars (\$100) per month for years of Continuous Service accrued after December 15, 2016.

(b) Early Retirement

- (1) After completion of twenty-five (25) full years of service, regardless of age.
- (2) Early retirement benefit reduction of 4% for each year

prior to the age at which the employee would be eligible for normal retirement.

- (3) Employees are to be fully vested 100% after five years of service.

(c) Post-Retirement Survivor Benefit

- (1) The normal retirement option for married employees is assumed to be an actuarially reduced retirement benefit with 50% of such reduced benefit continued to the spouse. Employees may exercise an option for the spouse benefit to 75% or 100% of the retirement benefit, actuarially reduced. If an employee retires on/after his/her early retirement date or normal retirement date and commences to receive his/her benefit in the form of a joint and survivor annuity with his/her spouse and his/her spouse dies, commencing with the first payment after his/her spouse's death, such employee shall receive a monthly payment equal to the monthly payment he/she would have received had his/her benefits been paid as if he/she had not selected the option on his/her retirement date.

- (2) The plan will offer a ten-year (10) actuarially equivalent certain and continuous annuity option to union members covered by this Agreement. Members selecting this option will guarantee a benefit to their survivors up to 10 years after retirement. The retiree's benefit amount will be reduced accordingly based on the pension plan's actuarial equivalent factors.

(d) Pre-Retirement Survivor Benefit

For an employee eligible to retire and passes away before

retirement will be 50% of the pension the employee would have received had he/she retired on the date of death and selected a 50% joint and survivor annuity with benefits commencing on the date the spouse reached age 65 (or an actuarially reduced amount to age 62).

- (e) If any employee retiring after the date of this Agreement would receive a greater pension under the former Pension Plan, the greater benefit will apply.
- (f) Union Officers on full-time leave of absence under Article 6, Section 6 will be credited as having worked forty (40) hours per week at straight time and twelve and one-half hours per week at overtime at the wage rate of the job they held prior to such leave for the purpose of calculating their average annual salary under subparagraph (l)(2) of this section.
- (g) Bargaining Unit members excused from work under Article 6, Section 2 will be credited as having worked ten (10) hours per day at the wage rate of the job they held prior to such leave for the purpose of calculating their average annual salary.
- (h) A union representative will meet annually with the Authority Treasurer or his/her designee in order to receive a full report on the status of the Pension including return or investments.
- (i) Not more than two (2) employees shall be eligible to retire on pension pursuant to this Section in any calendar month.
- (j) The pension plan will be funded in accordance with generally accepted actuarial procedures and practices. The Authority will provide the Union with copies of the actuarial reports it receives as well as the formulas used by the actuaries to calculate actuarial reductions and will afford the Union a yearly opportunity to meet with the actuaries.

(k) Disability Retirement Conditions - Total and Permanent Disability

Benefit Formula - Pension accrued for service to date of disability, payment thereof to commence upon termination of A&H benefits unless A&H benefits waived. Disability retirement will become effective on the first day of the month following the last payment of A&H benefits. Participants will not be eligible to receive both A&H benefits and disability retirement benefits at one and the same time.

Employee to be eligible if disqualified by the Authority for physical disability of a nature that the Operator is not fit to perform his/her operating duties. Determination of eligibility shall rest with the judgment of the Authority physician if an Operator is dissatisfied with the examination as reported by the Authority's physician he/she shall have the right to consult with an outside physician. If the two physicians are unable to agree, they shall call in a third disinterested physician and all parties involved shall be governed by the decision resulting from the procedures set forth in (1); (a), (b) or (c) of Article 2, Section 1.

Effective April 1, 1992, any employee who is permanently incapacitated and has at least 15 years of service will be retired on a pension rate of (\$500.00) per month. Operator must have at least five (5) years of service to qualify for disability benefits. In order to be eligible for disability benefits an employee must apply for such benefits within sixty (60) days after the determination of disability is made.

(l) Workers Compensation - Except as provided below, any person who shall hereafter be put on a pension and who is also then or at any time thereafter contemporaneously receiving workers' compensation, employer's liability,

occupational disease or similar compensation payments from the Authority or from its insurance carrier, the amount of such payments shall be a credit against the amount of pension payment to which one shall be entitled.

For compensable injuries arising on or after June 24, 1996, employees receiving unemployment compensation benefits, social security "old age" benefits, severance benefits and/or pension benefits shall have such credited against the amount of an award of compensation, consistent with the provisions of the Pennsylvania Workers' Compensation Act, 77 P.S. S 71(a).

(m) Paid In Pension

Employee pension contributions will be fifty dollars (\$50.00) per week effective with the first pay period following ratification of this agreement or as soon as administratively feasible thereafter.

Employees shall not be entitled to borrow against their contributions to the Plan or to withdraw any part of their contributions to the plan so long as they remain eligible to participate in the Plan. However, an employee who has become eligible to participate in the Plan and who is transferred to other duties with the Authority which do not require the employee to be a member of the Union may, with the consent of the Authority, withdraw from this Plan for the purpose of participating in such other plan as may be provided for employees not members of the Union, and in the event of such withdrawal there shall be transferred to such other plan on behalf of such employee an amount equal to the employee's total contributions to the Plan together with interest at the rate of four percent (4%) compounded annually, less any amount which shall have been paid to such

employee under the provisions of the Plan.

Any employee leaving the service of the Authority for any cause other than death, or one which entitles the employee to a retirement or disability allowance under this Plan, shall be entitled upon request to have refunded to the employee out of the Fund an amount equal to the employee's total contributions to the Fund together with interest computed at the rate of four percent (4%) compounded annually, less any benefits which the employee may have received.

- (n) Extended Benefits – In the event of the death of a pensioned operator prior to five (5) years of participation in the Authority pension plan, the monthly pension of said pensioned operator shall continue to the end of said five (5) year period and shall be payable to the widow or beneficiary of pensioner. The provision applies to operators accepting pension benefit on and after January 27, 1961.
- (o) Disability Severance Allowance - A Disability Severance Allowance is established providing twenty-five dollars (\$25.00) for each year of service, with a minimum service requirement to fifteen (15) years, and acceptance of the Disability Severance Allowance forfeits pension liability. Permanent physical disqualification for operating duties shall be considered complete disability under the terms of this allowance. The aforementioned Disability Severance Allowance will be optional with the operator.
- (p) Broken Seniority - In the event an employee's employment with the Authority terminates for any reason and the employee is thereafter rehired, the employee shall be deemed, for purposes of Article VII, upon completion of five (5) years of service subsequent to rehire, as having accrued seniority from the date of his/her original employment and excluding all time

during which he/she was not employed by the Authority.

SECTION 6. Worker's Compensation

(a) PURPOSE

It is the intent of the parties to provide employees who incur injuries or illnesses on duty which are compensable under the Pennsylvania Workers' Compensation Act or comparable legislation governing work-related injuries or illnesses (hereinafter "IOD injuries") with improved access to high-quality medical care and to reduce the number and severity of disputes concerning such injuries. Nothing in this Article is intended to reduce or diminish all of the respective rights of the parties or claimants for workers' compensation benefits under the statute.

(b) MEDICAL NETWORK

1. In accordance with the Pennsylvania Workers' Compensation Act, the Authority will continue to make available to employees with IOD injuries a panel of authorized medical providers for the treatment of such injuries (hereinafter "authorized medical providers"). Effective January 1, 1999, the Authority will establish a network-based panel of authorized medical providers for treatment of employees with IOD injuries under the Workers' Compensation Act. The Authority in its sole discretion shall determine the authorized medical providers who will serve on the panel.
2. The Authority will post at all locations a list of the authorized medical providers and shall deliver to employees who report IOD injuries a copy of the list.

3. The network, at a minimum, shall include specialists in the following areas: orthopedics, neurology, neurosurgery, ophthalmology, cardiology, internal medicine, dermatology, radiology, chiropractic, endocrinology, psychiatry-psychology, pulmonary/respiratory, occupational medicine and oncology.
4. Pursuant to the Pennsylvania Workers' Compensation Act, employees seeking treatment for IOD injuries shall be obligated to utilize authorized medical providers on the panel for the first ninety (90) days of the injury or illness. Failure to utilize authorized medical providers for the first ninety (90) days shall render any medical treatment non-compensable.
5. Employees who incurred IOD injuries before January 1, 1999, and on that date are treating with medical providers who are not authorized medical providers on the new panel, will be permitted to continue treating with such providers. Such employees, however, will not be entitled to IOD Pay as described below. If the employee opts to be treated by one of the newly appointed authorized medical providers, he/she will be entitled to continue receiving IOD Pay if eligible.
6. The third-party administrator will provide monthly reports listing all workers' compensation bills authorized for payment to the Authority and the Union showing the employee's name, account number, health care provider, date of service and amount and status of each medical bill.

(c) IOD PAY

1. Except as provided in this Section, all compensation payable to employees who incur IOD injuries shall be paid in accordance with the Pennsylvania Workers' Compensation Act.

2. An employee who incurs an IOD injury will be entitled to wage replacement payments for the duration of the disability, to a maximum of fifty-two (52) weeks (hereinafter "IOD Pay"). IOD Pay shall consist of 75% of the employee's pre-injury regular wage rate. For regular operators and extra operators, the pre-injury wage rate will be based on the "average weekly wage", as defined in the Workers' Compensation statute (i.e. gross earnings for the four (4) 13-week quarters prior to the date of injury).

Example:

Based on a regular operator's average run of 44 hours/week, plus any additional compensation (e.g., an average of 3 trippers per week), the operator's average weekly wages are \$827. The IOD Pay rate would be 75% of this amount, or \$620.

If the period of disability continues beyond the effective date of another scheduled picking, the employee's IOD Pay rate will continue to be computed as described above based on pre-injury earnings, regardless whether the employee participates in the picking. IOD Pay may continue for a period of up to fifty-two (52) weeks, coincidental with the period of disability, provided that the employee will be required to use the panel of authorized medical providers for treatment of the IOD injury as a condition of receiving such supplemental benefits. Any employee who ceases to treat with the panel will have his/her IOD Pay reduced to the 66-2/3% level required by the Workers' Compensation statute.

3. IOD Pay shall be in lieu of all payments, except medical, under the Workers' Compensation statute. To the extent permitted by applicable law, IOD Pay shall be exempt from

taxation.

4. An employee out on IOD or A&H who is able to return to work during the 52-week period(s) will be restored to his/her former position with all seniority earned through the date of return.
5. An employee who is unable to return to work within the 52-week period will be granted a leave of absence for a period of fifty-two (52) weeks in the case of an employee with less than ten (10) years of UTU Local 1594 seniority, or for a period of one-hundred and four (104) weeks in the case of an employee with ten (10) or more years of seniority. During the leave of absence, the employee will not participate in the Authority's benefit programs or accrue seniority, but will be permitted to return to his/her former position if medically capable of returning to work, in which event full Authority benefits will be restored and the employee will be credited with full SMART Local 1594 seniority for the period of leave.
6. One 52-week period of IOD Pay and the subsequent leave of absence will be available to employees on a per-injury basis. Any recurrence or aggravation of a prior IOD injury will not qualify the employee for a new 52-week period of IOD Pay or the subsequent leave of absence. If an employee utilizes a portion of the IOD Pay period and/or the leave of absence period, the balance of such period will be available to the employee for a new IOD injury. The 52-week IOD Pay period will be restored in full in the case of a new IOD injury only after the employee has completed eighteen (18) months of active service between the employee's return to work from a prior IOD injury and the commencement of the new IOD injury. IOD Pay periods may not be accumulated.
7. Employees out of work with compensable injuries will be

entitled to IOD Pay for the first seven (7) days of the disability, even though the Workers' Compensation statute provides for no benefits during this period. To qualify for IOD Pay during this period, the employee must return to work within eight (8) days from the commencement of the IOD injury. If the period of disability continues beyond the 8-day period, no IOD Pay will be paid for the initial 7-day period, except as required by the Workers' Compensation statute.

8. Employees will not be permitted to utilize the Medical Dispute Resolution procedures, Article 2, Section 1(1), process to challenge the determination of a workers' compensation judge that an employee is capable of returning to work from an IOD leave of absence. Pursuant to Article 2, Section 1(1), the parties will meet and discuss concerning the third-party disinterested physicians used for Medical Dispute Resolution and finalize the panel of physicians by October 1, 1998.

(d) PRESCRIPTION MEDICATION

Prescribed medication for an IOD injury shall be provided at no cost to the employee. The Authority will establish a prescription drug program administered by a third-party administrator for the provision of such medication with the requirement that claimants accept generic substitution for brand drugs when available and prescribed.

SECTION 7. Alternate Duty Program

(a) Definitions

As used in this Article, the following terms mean:

1. Alternate Duty Position: A reserved, light duty position for

Medically Disqualified employees. An Alternate Duty Position can be any position for which the employee is qualified and medically capable of performing, including a different permanently budgeted position in the bargaining unit. In addition, the full-time classification of Platform / KEY Attendant will be an Alternate Duty Position.

2. Medically Disqualified: Based on the employee's medical condition and prognosis, the employee cannot return to his or her former permanently budgeted position with the Authority, as determined by the Authority's Medical Director or his/her designee. Employees eligible for this classification will be those with IOD injuries regardless of seniority, and employees with an injury or illness that is non-IOD who have (5) or more years of seniority at the time of disqualification (referred to herein as a "sick employee").
3. MD List: The list of Medically Disqualified employees awaiting assignment to a permanently budgeted Alternate Duty Position.

(b) Alternate Duty Program

1. Employees who become Medically Disqualified will be placed on the MD List while awaiting assignment to an Alternate Duty Position. Employees may remain on the MD List for the duration of A&H Benefits or IOD Pay, if otherwise eligible, and any subsequent period of A&H/IOD leave of absence for which they qualify under Article II, Section 6(c)(5). When the relevant period has expired, the employee will be removed from the MD List and dropped.
2. When Alternate Duty Positions are to be filled from the MD List, three (3) IOD employees will be placed for every one (1) sick employee who is placed. Subject to the foregoing, the

most senior IOD or sick employee on the MD List who possesses the requisite skills and is medically capable of performing the job will be offered the vacated position. A Medically Disqualified employee on the MD List will have first priority to transfer into an existing Alternate Duty Position which becomes vacant, but only if the Authority determines, in its sole discretion, that the position will be filled. Nothing in this Article will obligate the Authority to create any additional Alternate Duty Positions other than those described herein. In addition, once an employee is assigned to an alternate duty position, he/she cannot be removed by a new medically disqualified employee.

3. Once placed in an Alternative Duty Position, the employee no longer will be eligible to receive IOD Pay or A&H Benefits, but instead will be paid the wage rate set forth in the Wage Rate Manual for the Alternate Duty Position. Employees in the Platform / KEY Attendant position or other permanently budgeted positions will be subject to the wage progression. All such employees will be eligible for across-the-board wage increases provided in the Labor Agreement.
4. If an Alternate Duty Position is to be filled, and no employee remains on the MD List, the Authority shall be entitled to offer the position to any employee who is medically capable of performing the duties of the position.
5. Any IOD employee who turns down an Alternate Duty Position that he/she is medically capable of performing, will be dropped from the Authority's employment, and the Authority may petition to terminate or modify his/her workers' compensation benefits. A sick employee who is Medically Disqualified and offered an Alternate Duty Position that he/she is medically capable of performing may refuse the assignment only if the wage rate for the position is less than the wage rate for the

permanently budgeted position held by the employee prior to the sick leave, in which case the employee will continue receiving A&H Benefits and will remain on the MD List.

6. The Authority may offer a Medically Disqualified employee a job in another bargaining unit, but the employee is not required to accept such job. If an employee agrees to accept such job, the employee must accept the conditions of the applicable labor agreement. If an IOD employee turns down such job, he/she will be dropped from the Authority's employment, and the Authority may petition to terminate or modify his/her workers' compensation benefits. If a sick employee turns down such job, he/she will be returned to sick leave. An employee who accepts an assignment to another bargaining unit will have his/her name placed on the MD List with the right to return to the bargaining unit if an Alternate Duty Position becomes available.
7. Employees who have transferred into an Alternate Duty Position pursuant to this Section and are deemed no longer to be Medically Disqualified shall return to their regular permanently budgeted position with no loss of seniority.
8. The Medical Dispute Resolution Procedures will not apply to the assignment of Medically Disqualified IOD employees to Alternate Duty Positions.

SECTION 8. Assault Insurance

A death benefit payment in the amount of Five Hundred Thousand Dollars (\$500,000), will be paid in accordance with the insurance policy governing this benefit, if in the course of one's employment, the employee suffers: (1) death from injury as a result of assault or robbery; or (2) death due to an injury which was caused solely by an accident, where the injury is the sole cause of the loss, and the loss

occurs within one year of the accident

SECTION 9. Medical Department

- (a) Employees visiting SEPTA's Medical Department shall receive prompt, courteous, and respectful treatment from the Department's doctors and non-medical staff. Diagnosis and treatment will conform to professional standards.
- (b) The parties will adopt the employee Survey Medical Form for employees to fill out to evaluate each visit to the Medical Department. Copies of all completed forms will be available to the Union on a monthly basis.
- (c) The Union and the Medical Director will meet quarterly to address any outstanding Medical issues affecting its members.

ARTICLE 3 Seniority

SECTION 1. Seniority shall be defined as the length of an operator's continuous service within the bargaining unit covered by this collective bargaining Agreement. Seniority shall begin to run from the date of employment and shall be considered broken only by resignation or discharge for just cause.

SECTION 2. The right to preference of work and assignments as bus operators, car operators, conductors, and motorpersons will be governed by seniority.

SECTION 3. A roster giving the dates operators entered the service will be posted in the Operators' room in frame, under glass. Rosters will be revised on or about January 1 and July 1 of each year. Chairperson of Grievance Committee will be furnished one copy of the roster. Any errors in

roster will be corrected as soon as brought to the attention of the Authority.

SECTION 4. There shall be no change in any operator's seniority as of the date of this contract.

SECTION 5. New operators will receive seniority on the roster from the date they begin instruction, provided they qualify. If two or more new operators begin instruction on the same day, seniority shall be in accordance with the date and time of assignment for instruction.

SECTION 6. The Union will control and adjust all seniority under this agreement.

SECTION 7. The Authority agrees to provide the Union with the dates and names of new hires.

ARTICLE 4 Reduction in Forces

During the term of this agreement, the Authority will not lay-off any employee represented by SMART Local 1594 except those who have not accrued one (1) year of service.

ARTICLE 5 Furloughed Operators

SECTION 1. When forces are reduced, in compliance to Article 4, of this agreement, operators will be taken off in the reverse order of their seniority and will retain and accumulate seniority, subject to the provisions of Section 2, of this Article.

SECTION 2. Operators furloughed on account of reduction in force will be privileged to work elsewhere and retain their seniority. Operators will be called back to the service in their seniority order according to the following procedure:

- (a) The Authority will advise each operator to be recalled by registered or certified United States Mail, return receipt requested, or by telegram. A copy of such recall notice will be furnished the General Chairman of SMART Local 1594, or his designee. An operator receiving notice of recall will immediately acknowledge receipt of same by United States Mail or telegram, advising the Authority of the date he/she will be available for service, which available dates must not be later than (15) fifteen days from date recall notice was received by the operator from the Authority. They must maintain on record with the Authority their correct United States Mailing Address.
- (b) In extenuating circumstances the fifteen (15) day time limit may be extended by agreement between the Authority and the Union. Furloughed operators failing to comply with the regulations will forfeit their seniority rights and be considered terminated.
- (c) It is understood that the Authority will have discharged its obligation of notification of furloughed operators by having forwarded recall notices as herein outlined.
- (d) An operator who is furloughed will be subject to being recalled for a continuous period of (2) two years, from the date of lay off. After the expiration of this period he may be dropped from the seniority roster, and will no longer be eligible to the provisions of this article and sections.
- (e) It is further understood that no new employees will be hired by the Authority to perform duties covered by this agreement until all furloughed operators have been given a recall notice to return to work on the Red Arrow Division.
- (f) An employee who is laid-off for longer than thirty (30) days, but

is recalled within a two (2) year period, will have the lost time offset against any service requirements toward eligibility for any and all wage or benefit qualifications.

ARTICLE 6
Leave of Absence

SECTION 1. Should a leave of absence be granted an operator, he/she shall retain and accumulate seniority, providing all dues and assessments as required by the Union are paid in accordance with the Union Shop rule while on leave.

SECTION 2. On reasonable notice, regular committee persons representing the Union will be granted, without unnecessary delay, reasonable leave of absence for committee work without loss of seniority. The Authority shall be kept advised in writing of the names of such committee persons and Union representatives.

SECTION 3. Operators accepting official positions, excluding permanently appointed inspectors and dispatchers, in the service of the Authority or in the service of the Union will retain and accumulate seniority and will be granted necessary leave of absence, provided they apply for reinstatement with the Authority within thirty (30) days after release from such official position of service.

SECTION 4. No operator covered by this Agreement will be granted a leave of absence for the purpose of securing employment elsewhere without consent of the Authority and the Union.

SECTION 5. Leave of absence granted operators by the Authority and the Union will not be extended more than three (3) months in any twelve (12) month period except by mutual consent of the parties hereto.

SECTION 6. Upon written request, a Union official will be granted a leave of absence, without pay, up to a period of one year, such leave to be

effective only during such period as such employee is conducting Union business, which includes servicing employees of SEPTA at Victory Avenue of the Suburban Transit Division. On reasonable written notice prior to expiration of the leave of absence, an extension will be granted. The Union official granted such leave will pay all benefits for time spent on Union business, and will retain all benefits, seniority and pay increases under the Labor Agreement.

SECTION 7. Upon written request, an operator elected to a public office will be granted a leave of absence without pay up to a period of one year. The employee will retain all benefits, seniority and pay increases in accordance with the labor agreement. All operators granted such leave to serve in public office, will pay all benefits for the time spent on such leave. Such leave of absence will be restricted to no more than two employees at any one time.

ARTICLE 7 Termination Letter

At the termination of the service of an operator with the Authority and upon request, he/she will be given a certificate or letter showing his/her term of service and capacity in which employed.

ARTICLE 8 Pay Day

SECTION 1. The payday of operators will be every Friday.

- (a) When practicable, the Authority will print pay hours on all payroll checks.

SECTION 2. The workweek shall be Monday through Sunday.

ARTICLE 9
Rates of Pay

SECTION 1. All operators shall be guaranteed forty (40) hours pay per week on a straight time basis based on a five (5) day week, only after they have qualified.

SECTION 2. A newly hired student operator will be paid the training rate for their entire training during their initial training period.

SECTION 3. Students and operators who are not available for service on time five (5) days per week shall forfeit one-fifth (1/5) of the weekly guarantee for each day not available

SECTION 4. Operators will not be eligible for this guarantee in the following cases: Missing a report or run; refusing to take work they are entitled to and get another operator to work same; taking the bottom of extra list; taking more time off than their weekly allowances; serving time on the bottom of the extra list, reporting off sick and when an Operator is bypassed from working a run because he/she was not qualified on mode on which the run was available.

SECTION 5. When an extra operator works on his/her day off, his/her earning for that day shall not be computed against his/her guarantee; time worked in addition to a day's assignment of work shall not be computed as part of the weekly guarantee.

SECTION 6. Operators will be off two (2) days each week, not necessarily consecutive.

SECTION 7. The following hourly rates of pay for operators and conductors covered by this Agreement shall prevail:

- (a) Effective with employees hired between April 19, 1979 and April 1, 1998, upon completion of training will receive the following pay

rates:

- First 12 months - 75% of top operator's wage rate
- 13 to 24 months - 85% of top operator's wage rate
- 25 to 30 months - 95% of top operator's wage rate
- 31st month and thereafter - *100% of top operator's wage rate

(b) Effective April 2, 1998, the following wage progression will take effect for all new hires:

- Upon hire - 60% of top operator's wage rate
- After 12 months - 70% of top operator's wage rate
- After 24 months - 80% of top operator's wage rate
- After 36 months - 90% of top operator's wage rate
- After 48 months - 100% of top operator's wage rate

SECTION 8. The above hourly rates will be adjusted by increases as follows:

- (a) Effective January 9, 2017 there will be a one percent (1%) across-the-board increase to be reflected in the Wage Rate Manual.
- (b) Effective January 15, 2018, there will be a one percent (1%) across-the-board increase to be reflected in the Wage Rate Manual.
- (c) Effective January 14, 2019, there will be a two percent (2%) across-the-board increase to be reflected in the Wage Rate Manual.
- (d) Effective January 13, 2020, there will be a three percent (3%) across-the-board increase to be reflected in the Wage Rate Manual.
- (e) Effective January 11, 2021, there will be a three and one half percent (3.5%) across-the-board increase to be reflected in the Wage Rate Manual.

SECTION 9. Bus Operators, Car Operators and Conductors shall receive one dollar (\$1.00) per hour in addition to their regular rate for instructing students. Any Operator breaking in a Student Operator is not to be held responsible for any accidents while Student is operating equipment if they could not have been avoided by reasonable diligence on the instructor's part.

SECTION 10. A Uniform Allowance of two hundred eighty-five dollars (\$285.00) will be effective with the December 2016 payment. This payment will increase as follows:

Effective with the December 2017 payment - \$290.00
Effective with the December 2018payment - \$295.00
Effective with the December 2019 payment - \$300.00
Effective with the December 2020payment - \$305.00

The uniform allowance will be paid to all operators no later than the second payday in December.

Eligible operators who were not on the active payroll for the full calendar year, such as furloughed (except to Armed Forces), those on leave of absence, or those employed during the year will be calculated at one-twelfth (1/12) share for full month that they were on the active payroll and will receive a prorated uniform allowance.

Operators furloughed to enter the Armed Services and entitled to seniority rights under P.L. 759 shall be entitled to a full share of uniform allowance for the year they enter such service and if the total number of months they actually worked during both the year of furlough and the year of return exceeds twelve (12) months, they shall also be entitled to a full share of uniform allowance for the year they return. If the number of months above totals twelve (12) or less, uniform allowance will be paid such furloughed operator for the year of return.

SECTION 11. The monthly Safety and Business Committee meeting will

be combined. The Authority will provide an allowance of pay up to one day's straight time rate for time consumed during attendance at monthly Union-Management Business/Safety Committee meeting, date, time, and location to be mutually agreed to, for up to five (5) members of the Committee of Adjustment only.

SECTION 12. Effective July 24, 1969, if the amount of gross compensation (including longevity, quarters and other allowances) received by any members of the Union while serving in the National Guard or other Reserve Forces of the United States of America (who are now members of these organizations) is less than the minimum guarantee one would have received from this Authority during such service, the Authority agrees to pay the difference for a period not exceeding two (2) weeks. Employees who desire to join these organizations in the future must obtain permission of the Superintendent of Transportation in order to qualify for this payment.

SECTION 13. Effective upon ratification, Operators, working late runs (those straight runs that report after 12:00 Noon) shall be paid a night differential of twelve cents (12¢) per hour for work after 7:00 P.M.

SECTION 14. (Time Split) Operators will receive one-tenth (.1) hour's pay for all time held in excess of three (3) minutes, based on tenth of an hour intervals.

ARTICLE 10 Picking of Runs

SECTION 1. All operators who pick a run or a jumper run at a general, or interim picking will be considered regular operators. All remaining operators will be considered extra operators.

SECTION 2. Operators will be required to pick from available runs, jumper runs and the extra list (provided they are qualified) at the general or interim pickings by seniority. Trippers may be picked by seniority and those not picked will be assigned to the extra list.

SECTION 3. A general picking will be held in the months of January, June, and September. Pickings will be conducted at the hours, times and locations designated by the Authority. Additional pickings may be required. The parties recognize that from time to time circumstances may arise to cause a delay in the above schedule. Should these circumstances arise, the Authority and the Union will meet and discuss the reasons for the delay. The delay will not exceed 2 weeks from the last day of each month mentioned above. The Authority will recognize that these extensions should not become routine.

SECTION 4. Pickings

- (a) All general and interim pickings shall be conducted in the following manner:

A list of runs, trippers, and the extra list shall be posted for inspection five (5) days prior to the date of the picking. The Authority will post a notice of general or interim pickings five (5) days prior to the five (5) day posting of such runs. With the posting of runs, Operators will be advised of the days and times when they are to pick and the place at which the picking will be held. Operators who pick a run at the general or interim picking will be allowed to pick days off from quotas established by the Authority. Jumper runs will be posted and picked as soon as possible after completion of run, tripper, and extra list pickings. Rail jumper runs will remain at least 75% mode specific.

- (b) The Authority and Union LCA will jointly conduct all pickings with at least one manager (Deputy Director or higher grade) designated by the Authority, and one LCA member designated by the General Chairman of the LCA. All equipment will be supplied by the Authority. One LCA member will be paid for pickings without vacation, and two LCA members will be paid for pickings with vacations according to section 4(d) of this Article.

- (c) If a re-pick is required due to a procedural error, the pick will be extended as necessary and the LCA member(s) will be compensated according to section 4(d) of this Article.
- (d) The Authority will pay the Union Representatives, who are conducting the sign-up, their respective run pay or eight (8) hours, if an extra list operator. If a re-pick is required, the Authority will pay as per re-pick language.
- (e) At the January, June and September general pickings, or any interim pickings, operators may pick a run or be assigned to a mode without having been qualified. To pick the extra list, operators must be qualified for work picked at all pickings. To pick the open run and/or tripper, an operator must be qualified. The resulting vacant run and/or tripper will be placed in the hold-downs until the next general or interim picking. When an open run and/or tripper is posted for bid, it will be posted on Monday at 8:00 AM and come down on Thursday at 8:00AM and become effective on Monday of the following week. When an open run and/or tripper is advertised for bid and no one bids for said run and/or tripper, the open run and tripper may be assigned to the least senior qualified operator on the respective extra list. A tripper alone will not be so assigned, but will be assigned daily from the extra list. When one or more open run(s) and/or tripper(s) are advertised for bid by the Authority at the same time, the senior operator bidding shall be awarded the run and/or tripper provided he/she is qualified. All newly created runs and/or trippers will be advertised for bid if it is more than thirty (30) days until the next general or interim picking. When a newly created run and/or tripper is advertised for bid and no one bids for said run and/or tripper, the newly created run and tripper may be assigned to the least senior qualified operator on the respective extra list. A tripper alone will not be so assigned, but will be assigned daily from the extra list.
- (f) Operators who have not been available for work for the past thirty

(30) days or more as of the day the picking commences, shall not be allowed to pick unless he/she provides medical documentation to the Sign-up Committee up to one hour prior to the time the picking commences to establish that the employee will return to work within sixty (60) days of the effective date of the pick. If the employee does not return to work within the 60-day period, he/she will not be permitted to pick in the next scheduled picking (unless the employee has returned to work prior to and is available to work at the start of the scheduled picking), in which case the employee will be placed on the extra list in accordance with his/her SMART Local 1594 seniority upon returning to work. If an employee cannot produce the required medical documentation, the employee will not participate in the picking and will be placed on the extra list in accordance with his/her SMART Local 1594 seniority upon returning to work.

- (g) Any operator hired April 2, 1975 or thereafter will not be entitled to pick work in any other mode than the mode onto which he/she was hired until he/she has worked on that mode for at least seven (7) months. At no time will this provision interfere with the seniority of any other operator. If there are no open slots on the mode, all operators with less than seven (7) months will have the option to volunteer to move to an alternate mode with open slots. If there are no volunteers, the Authority will assign from the least senior operator(s) to the alternate mode.

SECTION 5. Bid Trippers

- (a) A bid tripper is a piece of work that is less than a day's work and for which the pay time is less than that of a minimum day. The pay time for a bid tripper will be one and one-half (1½) times the scheduled work hours thereof, whether performed as overtime or not, unless the tripper is assigned off the list in which case, it will be paid at straight time. Pay time of any bid tripper will not be less than two (2) hours. Bid trippers may be canceled at anytime. Operators will only

be paid for bid trippers worked. A bid tripper on Saturday and/or Sunday will have a minimum of three (3) hours paid at time and one-half (1½).

- (b) A bid tripper (weekday only) successfully bid on by an operator who goes off duty on an extended illness will be assigned on a temporary basis to the hold-down person assigned the operator's run until the tripper is awarded in accordance with Section 4(e) herein. Immediately upon the return of the operator from extended illness, he/she will return to his/her original run and tripper.
- (c) A bid tripper successfully bid on by an operator who goes off duty due to vacation will be immediately assigned on a temporary basis to the extra list operator working the vacation hold-down.

ARTICLE 11 Exchange of Runs

All operators may exchange assignments (this does not include trippers) and/or days off provided they are qualified and have the approval of the Deputy Director or his/her designee. All trades must be made within the same workweek and any trade, which exceeds one week, must be mutually approved by the Authority and Union committee. All operators will be subject to the nine (9) hour rest rule. Any operator on vacation, off due to extended illness, on leave of absence or off suspended will not be permitted to trade assignments and/or day(s) off with another operator.

ARTICLE 12 Specials

OPERATOR QUALIFICATIONS

- (1) To qualify for interstate work, Operators must be able to pass interstate Commerce Commission examinations. Only Operators carrying I.C.C. physical examination certificates will be permitted to operate any Special Charter, Excursion, or Tour trip, which is

- operated beyond Pennsylvania State lines.
- (2) All regular and extra list Operators having qualified as bus Operators will be considered qualified to operate one (1) day Class "A" Specials, Charters, Excursions and Tours.
 - (3) Operators will be considered fully qualified to operate Specials, Charters, Excursions, and Tours to any point when trip is scheduled to return to home garage within twenty-four (24) hours, after (6) months experience as a regular or extra bus Operator.
 - (4) In order to qualify for Specials, Charters, Excursions and tours involving two (2) or more days away from home garage, Operators must have one (1) year experience as a regular or extra bus Operator. It is further required that to qualify, an Operator must have been in active bus service for at least twelve (12) months during the preceding thirty-six (36) months.

GENERAL

- (1) The Authority reserves the right to use Operators who are familiar with School or Church routes instead of the first Operators on the extra list when these Operators are not familiar with such routes and a pilot cannot be furnished by the School or Church.
- (2) Operators marked up for extra work on their Off Day, unless specifically requested for a "Special, etc.," will be marked up for available work subject to conditions of the Extra List.
- (3) Extra Operators receiving a "Special, etc.," assignment from the Extra List that does not return to the garage in time for the Operator to get eight (8) hours time off (rest time) before his/her next reporting time will have the option of reporting at time posted for run or list report or reporting on the Extra List at the end of eight (8) hour period and be eligible for the minimum daily guarantee of (4) hours of being excused for the day with loss of daily guarantee. This provision will not apply to regular or Extra List Operators who are scheduled to report for run or Extra List report on day following a regular scheduled Off Day on which they have elected to work at overtime rate. Neither will this provision

- apply to Operators marked up for work on their Off Day. Neither will this provision apply to Operators, regular or extra, who have accepted additional work after completing their day's assignment.
- (4) On trips of twenty-four (24) hours or less, time will be computed from time Operator makes his posted report until he/she returns to garage. However, in establishing allowance for meals on Class "A" and "B" assignments only time on "Special, etc.," assignment will be used.
 - (5) On all Specials, Chartered, Excursion or Tours, Operators must be attired in regulation uniform. Uniforms must be neat and clean in appearance. Operators must be clean shaven.
 - (6) Lay-off time on all classes of Specials, Charters, Excursions, or Tours will be paid at straight time rate except that Operators working Specials, etc. on their day off or in addition to their daily assignment (exclusive of "Baseball" Specials) will receive overtime (time and one-half) for lay-over on Operator's day off. At no time will layover (waiting) time be used in computation of overtime.
 - (7) Relief Operator's Conditions I.C.C. On any Interstate charter requiring more than one Operator to comply with maximum driving and on duty provisions of the interstate Commerce Commission, it is understood that the relief Operator will be paid in accordance with the contractual terms and conditions of the classification under which he/she is assigned and not in accordance with primary classification of the charter.

REQUESTED OPERATORS

- (1) When any type of Special, Charter, Excursion, or Tour originates as the result of solicitation on the part of a qualified Operator or when a qualified Operator is requested by the customer at the time the Special, etc. service order is placed with the Authority, said Operator may be given preference to operate such service with the following exceptions:
 - (a) On Class "A" or "B" in instances where a regular Operator has been requested, said Operator will have the option of accepting

the assignment for pay hours involved or working his/her run. If he/she elects to accept the "Special", an Extra List Operator will be marked up for his/her run. Should such "Special" be canceled after the regular Operator has been marked up for same, he/she will not be compensated for time lost. However, if work is available on the Extra List, he/she will be assigned to such work in accordance with the rules governing same. He/She will not be required to work later than his/her regular assignment spread.

- (b) When an Extra List Operator is requested for a "Special", which results in his/her being moved up from his/her rotating position on the Extra List to work same, he/she will be given the same option as a regular Operator to accept the "Special" for pay hours involved or remaining in his/her position on the Extra List and being marked up for run or list report.
- (c) In the event an Operator has been requested for a Class "A" or "B" Special on his/her regular Off Day and there is sufficient number of extra Operators on the Extra List for that day to operate said "Special" without assigning additional Operators to the Extra List at overtime rate, the "Special" assignment will be worked from the Extra List. In any instance where it is necessary to mark up Off Day Operators on runs or Extra List at overtime rates, the requested Operator will be marked up for the "Special".
- (d) Requested Operators failing to report for "Special" at scheduled time will be considered as having missed. A qualified Extra List Operator will be assigned to the "Special" and the Operator missing report will be placed on the bottom of the Extra List.

ASSIGNMENTS

- (1) Class "A" and "B" Special, etc." assignments will be issued as follows:
 - (a) Requested Operator or Operator who solicited job except on Off Day.
 - (b) Qualified extra Operator on Extra List day.
 - (c) Qualified extra or regular Operator who had entered their names

in the book for work on regular Off Day and had been marked up for a list report at overtime rate.

- (d) Qualified extra Operator working a run may be relieved from run by Superintendent to fill such assignments after all qualified Operators on Extra List that day had been assigned work. Unqualified Operator will then be assigned to Operator's run.
- (e) When necessary to use an extra Operator who is working a run, the Operator will have the option of accepting or rejecting the "Special". If an extra Operator working a run is not available, a regular Operator may be used. Extra Operator not qualified for such "Special" will relieve extra or regular Operator on run.
- (f) Regular or extra Operators on the seniority roster at the signing of the Agreement dated March 13, 1963 will not be required to qualify for I.C.C. work. Operators hired after March 13, 1963 will be required to qualify for I.C.C. work.

CLASSIFICATION AND ASSIGNMENT

Class "A"

Specials, Charters, Excursions, and Tours within fifty (50) one-way live highway route miles of home garage scheduled for twenty-four (24) hours or less will be classified as Class "A" trips.

Class "A" Specials, etc. will be assigned to qualified Operators on the Extra List on the day the service is to be operated, or to the Operator requested, or Operator who has solicited the trip as outlined in section covering requested Operators.

Operators working "Specials, etc." in addition to their regular assignment shall receive overtime (time and one-half) rate for driving and lay-over time except that lay-over time on "Baseball Specials" shall be paid straight time rate. Operators working on their Off Day shall receive overtime (time and one-half) for all work performed including lay-over.

Late list Operators transferred to the early Extra List will be paid the

overtime rate for all work performed excluding lay-over time on "Specials, etc." which will pay straight time rate. However, late list Operators marked up for early list reports, who miss such report shall be paid straight time rate for all work performed.

When an Operator is away on a Class "A" trip of ten (10) hours or more, the following scale shall be allowed for meals:

8 to 9:59.....	\$ 4.00
10 to 11:59.....	\$ 5.00
12 to 24 hours.....	\$10.00

Class "B"

Specials, Charters, Excursions, and Tours to points more than fifty (50) one-way live highway route miles from home garage, scheduled for twenty-four (24) hours or less, will be classified as Class "B" trips.

Class "B" Specials will be assigned to qualified Operators under the same procedures outlined for Class "A" trips.

Operators working on their Off Day shall receive overtime (time and one-half) for all work performed including lay-over Baseball Specials will be paid overtime (time and one-half) for lay-over on Operator's day off. At no time will layover (waiting) time be used in computation of overtime.

Layover time on Class "B" or "A" Specials, etc. will not be used in computation of overtime.

When an Operator is away on a Class "B" trip of eight (8) hours or more, the following scale shall be allowed for meals:

8 to 9:59.....	\$ 4.00
10 to 11:59.....	\$ 5.00
12 to 24 hours.....	\$10.00

Class "C"

Specials, Charters, Excursions, and Tours scheduled for two (2) or more days and more than fifty (50) one-way live highway route miles from home garage will be classified as Class "C" trips.

All Class "C" trips will be assigned to the Extra List unless such trips are the result of solicitation by Operators or Operators have been requested.

Orders received by the Authority five (5) days or less prior to departure time will be assigned to the Extra List unless a qualified Operator has been requested or the trip has been solicited by a qualified Operator who desires to operate the trip. Such trips will be assigned to the Extra List beginning with #1 position on Extra List protecting the hours covering departure time.

Extra List Operators will have the option of accepting or rejecting "Special, etc." if same interferes with scheduled Off Days, Birthday or extra Operator is working a hold-down which he/she prefers to Special trip. On such occasions the "Special" will be assigned to the next qualified Operator on the Extra List and so on.

At no time will a Class "C" Special, etc., be assigned to an Operator when such trip extends into his/her scheduled vacation period.

All Class "C" Specials, Charters, Excursions, and Tours will be paid at straight time rate except when the Operator is working on his/her day off, at which time the Operator will be paid overtime (time and one-half) rate for all work performed. When Class "C" Specials, Charters, Excursions, and Tours are operated at the straight time rate said hours will not be used in computation of overtime, i.e., overtime rate will not be paid when total weekly hours, exclusive of fringe and layover time, are in excess of forty-five (45) hours when such time is combination of regular route service, Extra List report time and Class "B" or "C" Special, Charter, Excursion, and Tour Time.

Operators serving on the Extra List for missing report, taking bottom of list or other reason will not be eligible for Class "C" assignments when other qualified extra or regular Operators are available.

Pay rate for Class "C" Specials, Charters, Excursions and Tours will be ten (10) hours straight time rate for each day away from home garage, except that on trips that extend over any consecutive seven (7) day period or multiples thereof during which the Operator is assigned no duty whatsoever on any one designated day of said seven (7) day period or periods, he/she shall be paid a maximum of sixty (60) hour straight time for said seven (7) day period or each multiple thereof. Operators assigned to a Class "C" charter on their day or days off will be paid at the rate of time and one-half (1½).

Operators will be reimbursed for meal, lodging, and road expenses. An Allowance of \$10.00 daily will be made for meals. Overnight lodging is to be kept at reasonable levels. Receipts for lodgings will be submitted to the Authority upon return.

Operators will be marked up to report for Class "C" Special, etc, assignments thirty (30) minutes before departure time from the garage. During this interval it will be the Operator's responsibility and duty to check his/her coach thoroughly for defective headlights, marker, body and taillights, stop lights, and turn signals. Safety devices such as flags, flares, fire extinguishers and other equipment required by law must also be checked. The motor should be started and protective circuits checked. Any defects found shall be reported to the garage foreman immediately for correction before leaving the garage.

Operators must also follow servicing instructions posted in all coaches.

Operator will be responsible for the general appearance and condition of his coach while away from home garage. This shall include sweeping out the vehicle.

It is understood that all I.C.C. regulations will be strictly adhered to by Management and Operators.

ARTICLE 13
Definition of Runs

SECTION 1. A straight run or assignment is one computed on a continuous time basis, except for lunch reliefs.

SECTION 2. A split run is a run or assignment upon which time is computed on an intermittent basis and which contains a period of release from duty at any one point in excess of one (1) hour which is not paid for.

ARTICLE 14
Run Changes

SECTION 1. If the Operator is required to qualify outside his/her regularly scheduled hours, he/she will be paid at the established straight time rate a one (1) hour minimum. An Operator who signs up for a run at the general or interim picking for which he/she has not qualified will be paid his/her straight time rate for qualifying.

SECTION 2. An Operator who signs for a run, and that run is changed in any way through no fault of the Operator, will be given time and one-half for all time worked in excess of time he/she signed for.

SECTION 3. Any Operator who signs for a run and that run is cut or taken off through no fault of the Operator, the Operator will go to a position on extra list by seniority, and the Authority will pay the Operator his/her run time or the hold-down pay, whichever is greater, if he/she makes all required reports until the next picking or until he/she is awarded a permanently vacated run.

ARTICLE 15
Working Conditions (Regular Operators)

SECTION 1. All operators who pick a run or a jumper run at a general or interim picking will be considered regular operators. All remaining operators will be considered extra operators.

SECTION 2. Eight (8) hours on weekdays and Saturdays and seven (7) hours on Sundays and holidays, including report, turn-in, travel, and swing allowance shall constitute a minimum day's work on all regular assignments. The overtime rate shall be paid for all hours worked over forty (40) hours per week. Report, turn-in, and travel time shall be included in the computation of overtime. Regular operators will not be required to qualify on modes other than the mode on which they picked.

SECTION 3.

- (a) On straight runs, time shall be computed on a continuous basis commencing when first reporting for duty and ending when released from duty. A straight run is a run where the release from duty at any one point does not exceed one hour. The Authority may combine open runs resulting from the assignment of days off to regular runs into jumper runs. The number of such jumper runs will be determined by the Authority.
- (b) If the interval between the time of the end of the first piece of work and the time of the beginning of the second piece of work of swing time of a regular run is more than two (2) hours and less than three (3) hours, an allowance of three-tenths (.3) of an hour shall be added to the run; if more than three (3) hours and less than four (4) hours, four-tenths (.4); if more than four (4) hours and less than five (5) hours, five-tenths (.5).
- (c) Time covered by this Article shall not be used in computation of overtime. Any Swing Run whose spread time exceeds twelve (12)

hours shall receive additional compensation in the form of half-time ($\frac{1}{2}$) for all time in excess of twelve (12) hours. Half time ($\frac{1}{2}$) resulting from any spread exceeding twelve (12) hours is a part of the total swing run pay hours, and not in excess thereof. Spread time shall be computed on quarter hour ($\frac{1}{4}$) intervals after the first three (3) minutes of each quarter hour, and shall not include report, turn-in, and/or travel time as a computation of overtime.

- (d) The portion of the above relating to half time ($\frac{1}{2}$) for swing runs whose spread exceeds twelve (12) hours shall not apply to operators working such runs at the time and one-half ($1\frac{1}{2}$) rate.
- (e) Time will be computed as continuous in all cases where the intervals of release from duty at any point do not exceed one (1) hour.

SECTION 4.

- (a) Operators who are required to report or perform service on their regular day off shall be compensated at time and one-half for work performed. If an operator is required to report, and reports and does not receive any work, he/she will receive a minimum of three (3) hours at time and one half.
- (b) Work performed by an employee on any day which is a regular day off for one will be classed as overtime and paid as such, unless the employee has previously turned in sick that week, in which case the employee will be treated as having switched his/her days off and paid at straight time for the work performed on the day off of that work week and points assessed will be removed. However, an operator may elect to work his/her day(s) off at the overtime rate by informing the Dispatcher of his/her intentions prior to 12:00 PM the day before the overtime day. If he/she elects to work his/her day(s) off at overtime, the points assessed will remain. Operators will be limited to switching days off to once per calendar month with no carryover into the following month(s). The date of the actual sick turn-in will be

used to determine the month. Operators who use this option will fall in place for work according to their overtime marks.

SECTION 5. Operators will have a designated point and time for going on duty and a designated point and time for going off duty and will be relieved at the specified relieving point and when not so relieved they will be considered on duty.

SECTION 6. Operators will not be required to sweep or clean buses or cars at points where bus or car maintenance shops are located.

SECTION 7. Operators working runs that are canceled during school holidays or storms, etc., will be required to perform other assignments.

SECTION 8. When a regular operator is held from his/her run through no fault of the operator, he/she shall be paid not less than his/her run pay.

SECTION 9. When a regular operator returns to active service and his/her run was in hold-down status, he/she will resume his/her run on the day of his/her return, provided he/she notified the Dispatcher of his/her availability by 12:00 PM on the previous day.

SECTION 10. Operators will be paid travel time, which is added to the run pay, from Dispatcher's Office to the point at which he/she begins his/her established schedule, and from the point at which he/she completes his/her established schedule to the same Dispatcher's Office. The Victory Avenue Office and the 69th Street Terminal will be considered as one and the same location.

SECTION 11. It is agreed that regular operators, who are required to work different hours on the holiday schedule than the hours for which they signed for the holiday, will be paid the overtime rate for the time worked before their run is scheduled to start work and/or the overtime rate for the time worked after their run is scheduled to finish for the day. This rule will apply to New Year's Day, Memorial Day, Independence Day, Labor Day,

Veterans Day, Thanksgiving Day, and Christmas Day.

SECTION 12. The Authority will make a good faith effort to schedule meal reliefs at a location where restrooms and lunchrooms are available.

ARTICLE 16 Paid Holidays

SECTION 1. Employees shall be paid a holiday allowance of eight (8) hours' pay for each seven (7) holidays, vis-a-vis: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and effective April 2, 1978, one additional holiday which may be taken prior to November 15, 1978. (Subsequent to November 15, 1978, this holiday is designated as Good Friday) and effective April 1, 1989, Martin Luther King Day is added as an additional holiday under the same terms and conditions as apply to other holidays. Holiday allowance shall not be paid unless Operator performs all his/her scheduled work on the last day he/she is scheduled to work preceding the holiday and the first day he/she is scheduled to work following the holiday, or to an Operator scheduled to work on the holiday and who does not perform all his/her scheduled work on said holiday. The Operator who works on the holiday shall be paid the foregoing holiday allowance in addition to his/her regular pay for the work performed. Regular pay as used in this paragraph shall include any overtime provisions provided for in this contract.

Employees who work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day will receive, in addition to the holiday allowance time, under the provisions of Article 15, time and one-half time for hours worked instead of the regular pay for work performed under the provisions of Section 1, second paragraph. There will be no pyramiding of overtime.

If a paid holiday occurs during a week the operator is on vacation, the operator will be allowed the option of receiving holiday pay or receiving a day off as a floating holiday to be taken at a mutually agreeable time within the

same calendar year. Operators required to work Martin Luther King Day or Good Friday, and otherwise qualify to receive such holiday, will be given the opportunity to trade another day off in lieu of receiving the holiday allowance.

In order to liberalize and clarify the Paid Holiday Rule, it is agreed that this rule shall be modified so that if an Operator does not perform all of his/her scheduled work on the holiday, or the last day he/she is scheduled to work immediately preceding the holiday, or the first day he/she is scheduled to work following the holiday, he/she shall not receive his/her holiday pay, except:

- (a) Operators shall be granted holiday allowance of eight (8) hours pay at straight time rates if they produce written evidence that they have been off because of any of the following causes:

Jury duty, answering draft board summons, death in immediate family, absence with Authority approval or at Authority instructions, authenticated injury or illness properly reported, or having been excused by the Authority to transact business for the SMART Transportation Division.

The Union will make a sincere endeavor to staff the service at straight time rates on the above days.

- (b) When an Operator is off on compensation, that time shall not interfere with his/her being paid the holiday allowance.
- (c) If an Operator is an hour or less late the last day he/she is scheduled to work preceding the holiday, the first day he/she is scheduled to work after the holiday, or the holiday itself, and performs all the work required of him/her for the remainder of the day, it will be considered, for holiday purposes, that he/she has completed all his/her scheduled work for that day. If an Operator is over an hour late, he/she will forfeit his/her holiday allowance.

- (d) If an Operator has received Accident and Health Insurance benefits for more than fifty-nine (59) days preceding the holiday, he/she shall not be paid the holiday allowance.

SECTION 2. Operators will be granted one additional day off each year for which they will receive (8) eight hours pay at straight time. This paid day off will be taken on the operator's birthday. However, the operator will have the option of using this paid day after the operator's birthday at any time mutually agreeable to the employee and the Authority. The operator must inform the dispatcher prior to 12:00 noon on the previous day if he/she chooses to work their birthday. If this day is not used by December 15th of each year, the operator will receive eight hours pay at the straight time rate.

SECTION 3. Effective on and after July 26, 1968, all operators shall be granted one additional day off each year on their anniversary day of employment with the Authority and its predecessor. Regular operators shall receive run time pay. Extra operators shall receive eight (8) hours pay at the straight time rate.

Effective April 1, 1998, this paid day off will be taken on the operator's anniversary. However, the operator will have the option of using this paid day after the operator's anniversary date at any time mutually agreeable to the employee and the Authority. The operator must inform the dispatcher prior to 12:00 noon on the previous day if he/she chooses to work their anniversary. If this day is not used by December 15th of each year, the operator will receive eight hours pay at the straight time rate.

Effective January 6, 2015, the holidays noted in Sections 2 & 3 above will be converted to personal holidays.

SECTION 4. Death Leave Provision - Any regular Operator covered by this Agreement and having completed ninety (90) days service shall be

eligible for the following:

- (a) Upon proof of death of the employee's immediate family, such employee will be granted three (3) days leave of absence without loss of pay, or in the case of a spouse, parent or child, five (5) days without loss of pay. The pay for such leave will be eight (8) hours pay per day except that a regular transportation employee will be paid the pay of his/her picked run. The three (3) day or five (5) day leave will be three or five consecutive scheduled work days off with pay (i.e. days on which the employee otherwise would be required to work under his/her regular schedule). One of the three or five consecutive scheduled work days must be the funeral day if the employee is scheduled to work that day, and if not, the calendar day immediately before or after the funeral day must be one of the three or five consecutive scheduled work days. For the purpose of this Section, "immediate family" will be taken to include only grandmother, grandfather, mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter and grandchild. In no event will an employee be paid funeral leave for a regularly scheduled day off or paid holiday.

SECTION 5. Serving as Pallbearer for Authority employee upon request of immediate family.

- (a) The Authority will permit only one employee to serve as a pallbearer for a deceased Operator (either on the active Operator's roster or retired) upon the request of the immediate family.
- (b) In the event it is an Operator's scheduled day to work, he/she will be paid run time if he/she is a regular Operator or eight (8) hours if he/she is an extra person.
- (c) In the event it is an Operator's regular day off and he/she has put his/her name in the book to work and he/she has volunteered or been requested to be a pallbearer, he/she will remove said name from the overtime book and will not be paid for the day.

ARTICLE 17
Report and Turn-in Time

SECTION 1. CDL Inspection Allowance

The Authority will pay employees based on actual start and finish time of work performed, including required pre-trip and post-trip activities. The pre-trip time, for each operator who conducts a CDL Inspection, will include a CDL Inspection Allowance consisting of 10 minutes. The parties agree to implement this change in the district as soon as administratively feasible following ratification of the agreement. After the change has been in effect for 12 months following installation of time clocks, the parties will confer over the change and, by mutual agreement, may agree to adjust the schedules. The CDL Inspection Allowance will be treated as time worked for all purposes.

SECTION 2. Nine (9) Hour Rest Rule

- (a) Extra Operators. An extra-list operator who is marked up for a run or report the following day and is subsequently assigned work that precludes him/her from receiving nine hours rest will lose the run or report for the following day. The operator will be placed back on the extra list at least nine hours after his/her finishing time and be subject to all the terms and conditions of the extra list.
- (b) Regular Operators. Regular operators who change run assignments at a general, mode or interim picking, or who work any overtime and finish that work with less than nine hours before the report time of their regular run will ask the dispatcher for nine hours rest and report for the regular run nine hours after their finishing time. Pay will commence when the operator reports for work.

ARTICLE 18
Working Conditions (Extra Operators)

SECTION 1. All operators who pick a run or a jumper run at a general or interim picking will be considered regular operators. All remaining operators will be considered extra operators.

There will be two separate extra lists, one for bus and one for rail, which will include Media-Sharon Hill Trolleys (MSH) and the Norristown High Speed Line (NHSL). Operators who pick the rail extra list must be qualified on both the MSH and the NHSL prior to picking the extra list. Operators who pick the bus extra list must be qualified on busses. Operators on the bus extra list cannot be used on the rail extra list, and operators on the rail extra list cannot be used on the bus extra list.

Extra work will be performed by extra list operators when extra list operators are available. When extra list operators are not available, regular operators may be used. This language does not apply to a regular operator who misses a trip due to personal needs or lateness.

SECTION 2. Hold-Down Picking Assignment

- (a) To be considered a hold-down for the hold-down picking, a run, jumper run, or flag assignment must be open 3 days or more. For purposes of clarification, if an assignment is open on (i.e.) Wednesday and Thursday, it will be considered a hold-down at 12 noon Friday.
- (b) Hold-downs shall be picked each month by the extra list operators who are available to work such runs, in the order of their extra list positions. Each extra list operator shall leave in writing with the dispatcher, on a form furnished by the Authority, as many choices as that operator deems appropriate. If an extra list operator fails to leave enough choices as required, then such operator will be assigned the last hold-down not otherwise selected. Extra list operators cannot bypass a hold-down in order to remain on the extra list.

Extra list operators out sick will not be by-passed and will be required to pick at the hold-down picking if out less than (3) days. If an extra list operator out sick fails to leave a bid slip, he/she will be assigned the last hold-down not selected and will assume the hold-down if they return during that hold-down week. The hold-down will be assigned to the extra list as a mark-up until the extra list operator returns. If there are 2 or more extra list operators who are required to pick as defined by the above language and fail to pick, they will be assigned hold-downs not picked in order of their respective extra list position. Extra list operators out sick for 3 days or more will not be required to leave a pick slip and will not pick or be assigned.

- (c) Hold-downs picked or assigned shall be operated by the extra list operator starting the first Monday of each month following such picking, until the next hold-down picking, or until the operator to whom the run is regularly assigned returns to work. The operator who had the hold-down will return to the extra list position picked, and be subject to the conditions of the extra list. Hold-downs picked shall include regular runs, jumper runs and flag assignments classed as hold-downs and vacations that are open as of Friday at 12 noon of that week. Extra list operators may pick from all scheduled hold-downs in the order of their extra list positions at the monthly pick.
- (d) All runs, jumper runs, or flag assignments open for 3 days, excluding days off of said run, jumper run or flag assignments or more will be posted for bid by 12 noon on Friday of each week for bid. All hold-downs will remain posted until 12 noon Saturday. All bids must be submitted to the district by 12 noon Saturday and time stamped by the dispatcher when received. Operators must leave a pick slip for the hold-down picking. No bids will be accepted after 12 noon Saturday. Monthly hold-downs will be posted at 1:00 PM on Sunday.

- (e) Should a monthly hold-down be canceled or changed for any reason, the extra list operator will be assigned to his/her respective extra list position for the remainder of the month.
- (f) Any run, jumper run or flag assignment becoming a hold-down after the hold-down picking has been completed will be assigned as a mark-up until the next monthly hold-down picking. All mark-ups will be assigned by earliest report times first to last. If the Authority assigns a run and a tripper as a mark-up, the operator assigned will have the option to decline the tripper if he/she notifies the dispatcher by 9:00PM the day the list is posted. Extra list operators on a report who receive an assignment which includes a PM tripper must inform the dispatcher at the time they receive their assignment as to whether he/she wants to work or decline the tripper.
- (g) Extra list operators will assume all conditions of the hold-downs, including days off, and any (weekday only) tripper that is also assigned to the regular or jumper run. Trippers that work on the hold-down days off can be picked at the operator's discretion.
- (h) It is the responsibility of the operator to check the status of the hold-downs daily.
- (i) Extra list operators will assume all conditions of a hold-down, including days off. If an extra list operators loses a hold-down in the middle of the week, he/she will be assigned his/her extra list days off, unless he/she has already taken the hold-down days off, in which case he/she will be assigned work on his/her extra list days off.

SECTION 3. Reporting List for Extra Operators

- (a) The first extra list report of the day will report not earlier than 15 minutes prior to the first scheduled run of the day, with subsequent

extra list reports as required for proper run and platform coverage. Pay will begin only from the time the operator reports for his/her assignment.

- (b) Extra list operators will be worked on a "first in, first out" basis. When two (2) extra list assignments are scheduled simultaneously, the first operator assignable for duty on the extra list has the choice of the assignments. This provision does not apply to assignments marked up the previous day.
- (c) Extra list operators will not be required to perform work, which finishes more than 12 hours after their report time. Total work hours would be defined as the time between the employee's report time and final off-duty time minus any swing time. If the total run assigned would exceed 12 hours, the Authority may assign part of this run and provide relief, if requested at time of assignment. The operator will be paid until relieved. An extra list operator will not be held on the extra list longer than eight hours unless emergency conditions exist, as determined by the Director or higher grade.
- (d) The Reporting List for extra list operators will be made up each day and posted by 1:00PM to show run and extra list assignments for all runs open as of 12 noon or reporting times for the next day.
- (e) All 12:30 PM reports are required to contact the Dispatcher between 10:00 AM and 11:00 AM for their assignment for that day. When telephoning, the operator will receive a work assignment or a report time, which may be 12:30 PM or later, depending on manpower needs and service requirements. Pay will begin only from the time the operator reports for his/her assignment. Operators who fail to arrive at the district by their assigned time will be considered a miss. Failure to call the Dispatcher will not be an excuse for missing his/her assignment or assigned reporting time.

- (f) The position of each extra list operator on the reporting list for the next day will be determined by the extra list position picked.
- (g) Any operator not assigned a hold-down or an open run on the reporting list will be assigned a reporting time in accordance with service requirements.
- (h) Operators who are assigned reporting times will be assigned open scheduled and unscheduled work in accordance with their position on the extra list.
 - (i) Work will be assigned to extra list operators in the following order:
 1. Open runs less than three days, which are assigned in order of reporting time.
 2. Reports.
 - (ii) Extra list operators will be released, at the discretion of the Dispatcher, in the following order (in all categories - first in, first released):
 1. Overtime operators in report order.
 2. Canceled run operators.
 3. Straight time operators in report order.
- (i) Extra list operators will not be assigned a reporting time earlier than nine (9) hours after the finishing time of his/her work on the previous day.
- (j) Operators on the Extra List not qualified for an assignment will be bypassed to reach another operator qualified for such work. The unqualified, bypassed operator will only be paid for work performed and will lose his/her guarantee.

- (k) Extra list operators who are assigned any work must work same or lose his/her guarantee.
- (l) Unless an Extra List operator receives a full run as an assignment, he/she is required to perform additional assignments after completing a piece of work, until he/she is released by the Dispatcher.
- (m) Extra list operators may be required to perform other duties as assigned, which shall include, but not be limited to, moving cars, sanding of cars at the 69th Street Terminal and platform work.
- (n) Once an extra list operator is assigned a full run, he/she cannot then be assigned any further work that day. An extra list operator can only be assigned one piece of work at a time. Any work given to an extra list operator shall be considered an assignment.
- (o) Extra list operators will not be permitted to bid for trippers, due to the uncertainty of their daily assignments.
- (p) Operators who are assigned out of place through an error of the Dispatcher shall be paid the difference between what they would have received, but for the error, and what they were paid.

SECTION 4. Day-Off Picking for Extra List

- (a) Extra List operators will pick, in the order of their seniority, two (2) days off each week within the limitations of quotas fixed by the Authority for each day of the week. Days off will be assigned to each new extra list operator until the next day off picking.
- (b) A day off picking will be held by the Authority each week at the completion of the hold-down picking for all extra list positions. Each extra list operator shall leave in writing with the designated

Authority representative, on a form furnished by the Authority, as many choices as that operator deems appropriate.

- (c) Days off will be assigned to an extra list operator who fails to pick or who fails to leave choices as required. If the extra list operator's choices are unavailable, the Authority will assign the days off as close as possible to what he/she had during previous day off picking.

ARTICLE 19
General Working Conditions (Regular and Extra)

SECTION 1.

(a) Regular operators working the extra list on their days off or when performing extra work will be considered extra list operators.

(b) Operators who desire to work on their day or days off shall enter their name in the overtime book at which time they may state their preference for early or late work. Operators will then be marked-up for work in the sequence in which their names appear in the book. Such work will be rotated as accurately as possible, in an effort to distribute this work among all operators. If possible, no operator will be marked-up on two (2) successive "OFF" days when other operators have not received one (1) day's work. In distributing extra work, Dispatchers will go back no more than three (3) weeks in the book.

(c) Straight time operators will be marked up ahead of overtime operators.

(d) Any operator working a bid tripper of three (3) hours or more will not be marked up for an extra assignment until the overtime book is exhausted.

(e) If an operator is left off of the overtime list through fault of the Dispatcher and receives no work, he/she will be first for overtime work the following week.

(f) The District will have a daily pre-hire and rehire sheet available for operators to sign for extra work after the overtime book is exhausted. Only the Dispatcher can add or delete names on these sheets at the request of the operator. In order to be eligible for rehire, an operator must be available for at least three (3) hours of work. If an operator is rehired or pre-hired, he/she will receive a minimum of two (2) hours pay at his/her overtime rate.

SECTION 2. Any operator who receives a run or tripper assignment (straight time or overtime) on a mode on which he/she has at one time qualified, but now claims to be unqualified and unable to work will not be compensated for time spent on report prior to his/her receiving such assignment and will be released.

SECTION 3. Operators who volunteer to work on their day off, are required to be qualified only for work picked by them. Day off operators not qualified for an assignment will be bypassed and only receive pay for work performed.

SECTION 4. To qualify as an operator on work equipment, an operator must notify the Authority and training will be at the Authority's discretion and based upon need. Operators will be paid at the operators' regular wage rate in accordance with the pay for training. All rail employees will be qualified to perform flagging duties.

SECTION 5.

(a) When an operator reports off as too sick to work, he/she must report back to the Dispatcher by 12:00 noon on the day before he/she intends to return to work. When an operator is too sick to work for more than 30 days, he/she must be approved to return to work by SEPTA's Medical Department prior to reporting to the Dispatcher.

(b) An operator on a late run who is out for only one day must call the Dispatcher by 8:00 AM on the following day if he/she intends to return to work on that day. For absences of more than one day, the 12:00 noon deadline applies.

(c) When a regular operator returns to active service and his/her run was in hold-down status, he/she will assume his/her run on the day of his/her return, provided he/she notified the Dispatcher of his/her availability by 12:00 noon on the previous day. The extra list operator who had the hold-down will return to his/her extra list position, and be subject to the conditions of the extra list.

SECTION 6. In order to be worked by one operator, the time lapse between the finishing (turn-in) time of a run and starting time of a tripper, etc., must be at least twelve (12) minutes.

SECTION 7. Any operator, who fails to run all scheduled trips as a result of personal needs or lateness, may be assigned another piece of work at the discretion of the Authority and ahead of all other extra list operators. A good faith effort will be made to allow the operator to finish as close as possible to his/her original finishing time.

SECTION 8. Any operator who misses a straight time assignment will lose his/her work for the day and be released. The miss operator will be assessed the appropriate points as prescribed in the Attendance Point System. A miss operator may volunteer to stay without pay and go behind the extra list, but will only be paid for work performed. He/She may leave at any time prior to receiving an assignment. If miss operators are offered work, it will be in order of their arrival at the Dispatcher's window. If the Authority requires the operator to stay, he/she will be paid for all time from the point required and may not leave until released. Operators who are called in by the Authority after the miss operator reports will go behind the miss operator for work.

SECTION 9. Any operator who misses an overtime assignment will lose his/her work for the day and be released. The miss operator will only be paid for work performed, and will be assessed the appropriate points as prescribed in the Attendance Point System.

SECTION 10.

(a) All operators will be subject to assignment on one of their scheduled days off in reverse mode seniority order after all extra list operators and volunteers have been exhausted. A regular operator assigned work under this provision can only be used on the modes on which he/she is qualified.

(b) All operators who are required to report on their regular day off shall be compensated at the time and one-half rate for work performed.

(c) If the operator is notified of the cancellation of a work assignment prior to the operator's arrival at the District, there will be no pay.

(d) If a report or work assignment is canceled upon the operator's report at the District, the pay will be three (3) hours at the overtime rate.

SECTION 11. Any operator, who is required to attend defensive driving class, SPER or RTE classes, will be given one week's written notice which will be verified by the operator. If less than one week's notice is given, the operator will have the option of requesting re-scheduling.

SECTION 12. The Straight Time Above Guarantee (S.T.A.G.) Procedure will be as follows:

An operator may avail himself/herself of STAG a maximum of twelve (12) times per year. The practice of exchanging work with another operator in order to allow an operator to have off the last part of his/her run is known as STAG. The operator being relieved has pay deducted and the operator working the run receives straight time pay for the work performed. An extra operator who is marked up on the extra list will not be permitted to be off per STAG, once he/she has been called for a work assignment, unless his/her intentions were made known when reporting for duty.

SECTION 13. Any operator, while working, who is required to report to Medical, will be paid for all time lost. Any operator required to report to Medical outside their work hours will be paid for time spent at Medical plus one-half (½) hour travel each direction from Victory Avenue.

SECTION 14. Multi-Modal Agreement

- 1) There will be an extra-list for bus and rail. (See Article 18, Section 1)
- 2) Any operator can volunteer for overtime on the bus, trolley or NHSL on their days off including pre-hires and re-hires if they are qualified.
- 3) Operators can only be drafted on the list they are currently working.
- 4) Rail jumper runs will remain at least 75% mode specific.
- 5) There will only be open bidding for newly created runs, death or retirement of an operator. The open bidding for these runs will occur monthly until a run is selected by an extra-list operator, or until the next general or interim picking. These bids will take place the Monday preceding the posting of the monthly hold-downs. Operators must be qualified on the open mode in order to bid.
- 6) Rail qualified operators will be eligible to learn the new CMC or wire car with a two year minimum experience on the MSH lines. The Authority retains its right to determine qualifications and the number of people that become qualified.
- 7) The Authority and the Union will meet and discuss all safety related matters arising from the Multi-modal Agreement at the monthly business meeting. There will be a Multi-modal topic on the agenda at the meeting.
- 8) Volunteer operators marked up without nine (9) hours rest will:
 - a) Operators who request their nine (9) hours rest and report nine (9) hours after their finishing time will be held up to eight (8) hours on the list at the dispatcher's discretion.
- 9) All overtime, pre-hires and re-hires will be exhausted on all modes prior to the use of Multi-modal qualified operators.
- 10) An additional Multi-modal overtime book will be created and will outline the following:
 - a) AM/PM preference
 - b) Mode of choice

- 11) Multi-modal overtime will be administered consistent with the current overtime rotation practice.
- 12) All work is voluntary. No operator will be forced to work other than the mode they are currently working, except in case of emergencies. The Authority will be the sole determinant of emergencies.

ARTICLE 20
Qualified Operators

SECTION 1.

(a) Operators who have once been paid for qualifying on any mode or route, and who are no longer familiar with the mode or route on which they picked, shall be required to familiarize themselves with said mode or routes, on their own time.

(b) Operators will be qualified once on bus routes and rail modes.

(c) It is the responsibility of each operator after once qualifying to stay qualified on all bus routes and rail modes. If one does not and it becomes necessary to re-qualify, one will do so on one's own time.

SECTION 2. Operators will be paid to qualify on new bus routes, rail modes, equipment, or work equipment in accordance with the following schedule:

At the straight time rate for all training on his/her regularly scheduled workday, and at the time and one-half rate for all training done on regularly scheduled days off with a minimum of three hours pay on a day off.

SECTION 3. Operators signing for positions on the Extra List must maintain their qualifications on bus routes and rail modes. Any Extra List operator not qualified for bus and rail operations or previously qualified for both bus and rail operation claiming to be unfamiliar or unqualified for an assignment received while on the list, will be by-passed to reach another

operator qualified for such work. The unqualified, by-passed operator will only be paid for work actually performed from the time of bypass and will lose his/her guarantee.

SECTION 4. When new types of vehicles or equipment are assigned to the District or changes are made to existing vehicles that require re-instruction of employees, or new routes are added, or changes are made to existing routes, a reasonable time for such instruction will be fixed by the Authority. Instruction will be under the direction of the Authority's Operation, Safety, and Training Department. Employees will be paid at their regular straight time wage rate for such instruction for time required for them to qualify, but not in excess of the time fixed. Such time will not be set at less than the average time it takes all the people being trained to qualify. Employees requiring such instruction in excess of the time fixed by the Authority for such training will not be paid for such instruction. The Authority will be the sole determinant of an employee's qualifications.

SECTION 5. Operators will be required to recertify annually on all modes for which they were previously qualified. The Authority will notify the operator of the date of expiration of the certification and will be responsible for scheduling the first recertification test. If the operator does not successfully recertify on the first test he/she will be responsible for scheduling any subsequent recertification test(s). The Authority will pay for one day of recertification; however, the operator will continue to work until expiration of the annual certification. If the operator fails to recertify, the Authority will pay for time spent to retest once. Thereafter, the operator will retest on his/her own time without pay. If the operator fails to recertify by the expiration of certification, he/she will be disqualified, held out of service without pay, and will be dropped unless his/her seniority allows the operator to pick onto an alternative mode at the next general or interim picking. If, at the next general or interim picking, the operator does not select work on a mode for which he/she is qualified, he/she will be dropped.

SECTION 6. The operator may continue to work on the mode picked, even if his/her certification on an alternative mode, not picked, expires.

However, the operator cannot pick on the mode for which certification has expired until he/she re-certifies.

SECTION 7. Rail work trains and/or line cars, will be operated by SMART Transportation Division operators when operating on the Media Sharon Hill line. SMART Transportation Division operators will operate all rail vehicles while on the in-service track on the Norristown High Speed Line. During times of emergencies the Authority may be required to use management personnel to staff rail equipment. The Authority will make every effort including contacting employees at home until SMART Local 1594 qualified employees are available.

SECTION 8. Traffic Counts - Operators may be required to make regular system traffic counts.

ARTICLE 21 Vacations

SECTION 1. In the case of an employee who qualifies for the first time for a vacation, such vacation of two (2) weeks with pay is to be taken subsequent to the qualifying anniversary of employment, except that when such qualifying anniversary occurs after the last Saturday in September of the current calendar year, the employee will be allowed to pick an open week or weeks after such Saturday.

Vacation pickings will be conducted in January of each year along with the general picking. The vacation weeks between January 1st and the beginning of the vacation picking will be posted for picking between November 15th and December 15th of the previous year. Operators desiring to take such a week must make their intentions known to the dispatcher by December 15th. Vacations for this time period will be picked in accordance with quotas established by the Authority.

SECTION 2. All Operators in the service of the Authority during the preceding five (5) years shall be granted three (3) weeks vacation with pay.

SECTION 3. All Operators in the continuous service of the Authority during the preceding thirteen (13) years shall be granted four (4) weeks vacation with pay.

SECTION 4.

(a) All Operators in the continuous service of the Authority during the preceding twenty-three (23) years shall be granted five (5) weeks vacation with pay.

(b) For employees hired on or after April 1, 1995, vacation time is to be accrued on the following basis:

<u>Length of Service</u>	<u>Vacation Earned</u>
1 year	2 weeks
5 years	3 weeks
13 years	4 weeks
23 years	5 weeks

SECTION 5. Regular Operators while on vacation shall receive forty-four (44) hours pay per week. Extra Operators shall receive forty (40) hours pay per week at their regular hourly rate while on vacation.

SECTION 6. A schedule showing vacation periods will be prepared by the Authority and posted in the Operators' room on or before February 1st of each year. Operators are to choose their vacation periods in accordance with their seniority. An Operator must secure the consent of the Authority in the event he/she desires his/her vacation prior to or after the vacation period.

Providing that all necessary service is properly staffed, two weeks of each vacation may be taken between the date or the beginning of the summer schedule and the beginning date of the first Monday of the next fall schedule. Additional weeks must be taken before or after the summer schedule. Operators may take the remaining weeks of their entitled vacation or their entire vacation before or after the summer schedule. The Authority will post

permanently vacated vacation weeks for bid. Operators entitled to pick the vacated vacation week(s) must be on the mode where the vacation week(s) are available.

SECTION 7. An Operator desiring to work during his/her vacation period shall receive his/her vacation pay plus his/her assignment earnings, if needed by the Authority. An Operator required to work all or any part of his/her vacation shall receive the overtime rate.

SECTION 8. (Interpretations of Vacation Liability). It is understood that vacations due will have been earned the previous year. However, the following provisions will apply to this article:

- (a) Operators resigning or dismissed before receiving all or part of vacation shall forfeit remaining vacation for the year or claim to vacation the following year. If an Operator gives the authority (30) days notice of his/her intent to leave his/her employment through resignation, he/she will be entitled to collect vacation pay earned in the preceding calendar year but will forfeit vacation earned in the current year. An Operator who gives such thirty (30) days notice will thus be able to collect the vacation pay which accrued to him/her for service rendered by he/she in the preceding calendar year. If an Operator fails to give such thirty (30) days notice, the provisions of Section 8 (a) of Article 21 shall apply and he/she will forfeit a vacation for the current year or any claim to vacation in any future year.
- (b) An Operator leaving the service through normal or early retirement shall receive unused portion of vacation earned the previous year plus a vacation allowance for the year in which he/she retires which shall be calculated at 1/12 times the number of full months worked times the number of weeks vacation to which the Operator would be entitled during the year in which he/she retires.
- (c) In the event of death, an Operator's estate shall be paid a prorated share of the vacation such Operator would have earned had he/she completed the calendar year, i.e., one-twelfth (1/12) of estimated

vacation pay for each full month the deceased Operator had worked.

This vacation pay is to be paid in addition to unused vacation earned the previous year and the uniform allowance for the year in which the Operator died.

- (d) Vacation benefits and pay in the current calendar year will be reduced by 1/4th for each 90 days of lost time in the previous calendar year. Except as otherwise required by law, measurement of lost time shall include any period of sickness, workers' compensation, AWOL or any other leave of absence, in any combination, rounded to the nearest day.

SECTION 9. Employees who are entitled to five (5) weeks vacation will be permitted to pick one week in days, at a time mutually agreeable to the employee and the Authority. Rate of pay will be eight (8) hours allowance for each day's pay. Effective January 1, 1990, any employee eligible for four or more weeks of vacation will be allowed to sell one week back to the Authority at said employee's regular rate for forty (40) hours. "Such intention must be made known at the time of the vacation picking.

By mutual agreement, this program may be extended as follows:

Effective January 1, 1991, any employee eligible for three or more weeks of vacation will be allowed to take one week's vacation in days at said employee's regular rate for 40 hours. Such intention must be made known at the time of the vacation picking.

Effective January 1, 1991, any employee eligible for three or more weeks of vacation will be allowed to sell one week back to the Authority at said employee's regular rate for 40 hours. Such intention must be made known at the time of the vacation picking.

Anyone electing to sell back a week's vacation under the above provisions may elect to receive the pay for that week concurrent with pay of a remaining week's vacation, which he/she so designates.

SECTION 10. An operator must provide a minimum of two (2) weeks

notice to the Authority in order to receive vacation pay in advance.

ARTICLE 22
License Fees

SECTION 1. The cost of all license fees required of Operators will be borne by the Employee.

SECTION 2. (Physical Examination for License). The Authority will pay the cost and furnish any physical examination required by States involved for the issuance of licenses to Operators.

ARTICLE 23
Lay-Off

SECTION 1. The Authority will permit Operators to lay-off if there are sufficient Extra List Operators available.

SECTION 2. An Operator working a regular assignment will be allowed to lay-off for part of the assignment for a bona fide illness or other reason acceptable to the Authority. Operators unable to work due to bona fide illness or other causes beyond their control will notify the Authority as much in advance as conditions will permit.

ARTICLE 24
Time Claim

Operators will be given a full and complete explanation not later than the next payday for time claimed when time is not allowed as claimed. Time not in dispute will not be allowed.

ARTICLE 25
Free Transportation and Uniforms

SECTION 1. All Operators will be given free transportation on the

regular scheduled runs operated over the lines of the Red Arrow Division and the City Transit Division. The Authority agrees to provide free transportation on the lines of the Red Arrow Division only to the spouses and school tickets for the lines of the Red Arrow Division only to the children of Operators from the date Operator is examined and qualified as such.

SECTION 2. Service uniforms must meet the requirement specified by the Authority. Operators will not be required to patronize any particular firm or individual, but will be privileged to purchase uniforms from any dealer meeting the required specifications. The Authority will cooperate with the Union representatives in negotiating with firms to secure uniforms at the most reasonable price.

SECTION 3. In the event the style or specifications of uniforms are changed at any time by the Authority, Operators will be permitted to wear uniforms of prior style or specifications as long as same are in a neat and serviceable condition, not to exceed six months.

SECTION 4. The cost of uniforms or any portion thereof will be borne equally by the Operator and the Authority. The complete uniform will consist of trousers, coat or jacket, overcoat, shirt, ties, cap, vest or such additional apparel as the Authority may specify from time to time.

SECTION 5. Operators shall not be required to bear the expense of badges, ornaments, service or Authority insignia, nameplate, ticket punches, changers, rule books, or any other equipment of any nature necessary in the execution of duties, but will be held accountable for same. If lost, or rendered unserviceable beyond that occasioned by ordinary wear and tear, Operators shall be required to pay for same at replacement prices.

SECTION 6. Operators will be permitted to wear the Union emblem or insignia on their uniforms while on duty.

ARTICLE 26
Quarters

Operators will be provided with sleeping quarters at all garages and car barns, such quarters to be equipped with washrooms and toilet facilities. Operators will be provided with washroom and toilet facilities at all terminals where it is reasonably practical.

ARTICLE 27
Attending Court, Etc.

SECTION 1. Operators regularly assigned attending court or inquest under instructions from the Authority will be allowed the same compensation that they would have earned had they remained on their regular assignments. Extra Operator so used will be allowed an eight (8)-hour day of time lost. Operators will be allowed actual expenses under this rule.

SECTION 2. An endeavor will be made to hold Authority investigations at such time and place as will cause Operators the least reasonable inconvenience. Any Operator held over fifteen (15) minutes by an investigator for secondary investigations will be paid at straight-time rate. Operators required by the Authority to be present as witnesses at such investigations in which they are not involved shall be paid for time lost, plus expenses.

SECTION 3. If day off or on vacation and marked up for court or deposition, regular or list Operator gets paid time and one-half for time at court or depositions, portal to portal, with a minimum of four (4) hours (6 hours straight time). If on suspension, suspension is voided for that day.

SECTION 4. Operator attending interrogatories at an Authority office will have same taken before or after work or on his/her swing will report to Authority office, 69th Street (no walking time) and will receive time and a-half for the time used with a minimum of one (1) hour at overtime rate.

SECTION 5. Employees will not be marked off for scheduled depositions or Magistrate's hearing but will be required to contact dispatcher for assignment after 6:00 PM the day preceding the scheduled deposition or Magistrate's hearing. Employees attending depositions or Magistrate's hearings will be paid run time or eight (8) hours if one is an extra person. If list is exhausted, regular Operator or the extra person will be available to work trippers, in accordance with Article 19, Section 10(a), not to exceed two (2) hours previous to the deposition, court or Magistrate's hearing without additional compensation.

SECTION 6. Any employee, who is subpoenaed to appear in court as the result of witnessing a crime or an attempted crime while at work for the Authority, will be paid the difference between the witness fee and his or her regular rate of pay for the day he or she attended court. A receipt from the court will be required. Employees will be required to notify the Authority when released from court and will be required to return to work if so required by the Authority.

SECTION 7. Employees who are victims of an assault or other criminal behavior as a result of their performance of assigned duties for the Authority, upon prior notice and approval, will be compensated for time spent in pursuit of criminal legal action against the perpetrator. Compensation will not be due in cases where the employee is criminally charged.

ARTICLE 28 Fidelity Bonds

Operators will not be required by Authority to post cash or fidelity bonds, nor will Operators be required to contribute to any charitable or similar fund as a condition of employment.

ARTICLE 29 Filling Positions of Others

Operators required to fill places of others (other employees) not under

this Agreement, receiving higher compensation, shall receive such higher compensation for all time used in such service. If used in a position, which would result in lower earnings, Operators shall be paid as if they had remained on their regular assignment.

ARTICLE 30
Communications and Notices

SECTION 1. The Union will be permitted to post notices on a bulletin board furnished by the Authority.

SECTION 2. Written communications to the Authority from the Union, or vice versa, will be answered promptly in writing.

ARTICLE 31
Military Service

Should any Operator subject to the terms of the Agreement enlist or be drafted for military service or training in connection with the emergency defense program of the United States of America, he/she shall retain and accumulate seniority during his/her period of absence and to a date three (3) months subsequent to his/her discharge from the service, so long as he/she re-enters the service of this Authority prior to the expiration of such three (3) month period provided; however, the extension period herein shall be further extended to cover physical disability. The term "military service" as used in this Agreement shall include the armed forces such as the Army, the Navy, the Marine Corps, the Coast Guard, and the Air Force.

ARTICLE 32
Route Consolidation Work Agreement

SECTION 1. All work assignments at Victory Avenue Depot will be assigned to Operators in accordance with seniority on the Victory Avenue roster.

SECTION 2. All work assignments at Folsom Depot will be assigned to Operators in accordance with seniority on the Folsom Depot roster with most senior Operator, with the following exceptions:

- (a) Bid Trippers - All Operators signing for runs out of Folsom Garage will be eligible to bid on any Bid Tripper originating at that depot. In deciding eligibility by seniority in assignment of Bid Trippers, the seniority date on the Operator's respective seniority roster will be used. The above provisions in this paragraph apply only to 50% of the runs classified on a weekday basis as predominantly Routes 71, 76, 77 and 82.
- (b) Fifty percent (50%) of runs classified on a weekday basis as predominantly Routes 71, 76, Routes 71, 76, 77 and 82 - these runs will be assigned to Operators on the Victory Avenue roster.
- (c) In the event one or more of the (Routes 71, 76, 77, 82) runs assigned to Victory Avenue Depot Operators becomes open for bid on a temporary basis, such run or runs will be posted for bid to all Victory Avenue Operators who have signed to work at Folsom Depot during that sign-up period. If not bid in by the aforementioned Operators, such run or runs will be offered for bid to remaining Folsom Depot Operators. If any instance where a run or runs become open on a permanent basis such run or runs will be advertised for bid to all Victory Avenue Operators working at Folsom, then to Operators on the Victory Avenue roster.

SECTION 3. It is agreed that in future consolidation of routes of former Red Arrow Lines, Inc. and former Philadelphia Suburban Transportation Company, all work scheduled out of Victory Avenue Depot will be assigned to Operators in accordance with seniority on Victory Avenue roster. It is also agreed that similar work scheduled out of Folsom Depot will be assigned to Operators in accordance with seniority on the Folsom Depot roster.

SECTION 4. A committee designated by Local No. 1594 shall

constitute a Run Committee, and it shall be granted the right of inspection of each list of runs and run guides prior to the posting thereof. It is agreed that said Committee shall have the privilege of making constructive suggestions and, if reasonable, the Authority will make every reasonable effort to incorporate said suggestions into the new work assignment.

In the event that a number of runs are transferred between Victory Avenue and Folsom Garages, which, in the opinion of the General Committee, is sufficient in number to affect either division, then, in that event, the issue shall be open for further review by the Local General Grievance Committee assisted by the International Representative of the SMART Transportation Division, if requested, and the Authority.

SECTION 5. It is agreed and understood that any transfer of runs from the Folsom Division of the Victory Avenue Division to any newly created division, whether created by the purchase of another company or otherwise, this Agreement shall be open for discussion in connection with said issue.

ARTICLE 33 Mergers

Transfer of Work In

All employees transferred into SEPTA Red Arrow Division Properties will retain seniority on work they bring with them as long as it exists. They will go to the bottom of the seniority roster of the Red Arrow Division.

Transfer of Work Out

No Operator with one (1) year or more of service will be required to transfer with work of another division of "SEPTA."

If any Operator is required by SEPTA to transfer with work to another division of SEPTA, he/she shall have recall rights to Red Arrow Properties for a period of four (4) months before any person is hired to fill an operating position.

ARTICLE 34
Grievance Handling

SECTION 1. Disciplinary charges against an employee will be filed within ten (10) working days of SEPTA's knowledge of the incident, unless an extension is requested in writing by the Authority. Such extension will not exceed an additional thirty (30) calendar days, unless mutually agreed to. Said written request will identify the reason for the extension. The Authority recognizes that these extensions should not become routine.

(a) Progressive discipline will be assessed as follows:

1. Documented verbal warning.
2. Written warning.
3. One (1) day administrative suspension.
4. Three (3) day suspension (2 days administrative and 1 day without pay)
5. Discharge

SECTION 2. An employee charged with an infraction of the Authority's rules or regulations, improper conduct or dereliction of duty, will be notified of the charge and will have an interview by his/her Director or designee before his/her is barred from reporting for work, except as provided below. An employee who is so notified will be barred from reporting for work on the workday succeeding the day he/she is so notified unless he/she has had such interview.

SECTION 3. If an employee is charged with an infraction that results only from loss of his/her driver's license, the employee will be dropped from the rolls of the Authority, however, final disposition of the matter will be held in abeyance until such time as the employee's driver's license is restored or for eighteen (18) months, whichever occurs first.

SECTION 4. An employee will be given a copy of any report of interview, which is being made part of his/her record and shall, at the

employee's option, have the right to answer same.

SECTION 5. An employee and/or a LCA member may examine the employee's personnel (work) record at the Director's office (by appointment) during business hours but that record will only be opened to said employee and the LCA member with the employee's permission.

SECTION 6. Employees will not be barred from reporting for work until having been charged and having been interviewed by his/her Director or designee for offenses other than those set forth in Article 2, theft, negligence in registration of fares, willfully leading an unauthorized work stoppage, being under the influence of drugs or alcohol, refusal to obey a direct order, violation of law, fighting, assaulting a supervisor, customer, or other employee and possession of a deadly weapon.

SECTION 7. To assure an employee's privacy and dignity, report of interview hearings will be conducted in the privacy of an office without any unnecessary interruptions.

SECTION 8. The Authority shall notify the Union of all employee disciplines by placing a copy of the report of interview in the Union's mailbox. The copy of the report of interview will contain a date/time stamp and time limits for filing of a grievance will not commence until such notice has been afforded. The Authority will provide a mailbox at the location and it is the Union's responsibility to check its mailbox daily.

SECTION 9. If a public complaint is entered in an employee's record, the employee will be given a copy of that complaint if he/she signs for such copy. The copy will keep anonymous the identity of the complainant. If an employee is to be discharged as a result of a public complaint, the complainant will be jointly interviewed by the Director or his designee and one Union representative prior to a hearing with the Chief Officer/Senior Director. The Union representative will take all precautions to ensure that the complainant's identity remains anonymous. If the Union representative does not show up for the interview, the interview will proceed without the

Union representative. Any evidence obtained at the interview will be admissible at the grievance hearing. If the public complainant fails to provide a joint interview, no disciplinary action will be taken. However, the complaint will be placed in the employee's file with its disposition noted.

SECTION 10. Employees who commit six (6) SQR violations in a rolling one year period will be subject to discipline under the progressive discipline policy. Each violation on a single SQR report shall be counted separately. This provision shall be limited to the following types of violations on SQR reports: (1) uniform and appearance violations; (2) display of correct route and block number; (3) verification of proper senior citizen fares; (4) operational fare box and pass reader; and (5) the announcement of required stops (unless inconsistent with the ADA Consent Decree). SEPTA will provide notice of a potential violation from an SQR ride to a representative of Local 1594 within seven (7) days of the SQR ride.

SECTION 11. For the purposes of determining discipline for accidents, two "preventable" accidents shall be treated as the equivalent of one "chargeable" accident. Accident classifications remain on an Operator's record for 1 year.

SECTION 12. Both parties agree to attempt to solve all issues informally at the location and between the relevant individuals, prior to the formal initiation of the grievance procedure described below. If informal resolution is not successful, grievances shall be presented and shall be handled as follows:

(a) Grievances shall be presented to the Director (or designee) in writing, stating all facts and sections of the contract alleged to be violated. The grievance may be filed by the employee believing himself/herself to be aggrieved, or by an LCA member, or by either. All grievances shall be presented in writing, on forms to be furnished by the Authority, initially not later than the fifth day following the occurrence of the event giving rise thereto. Any grievance not presented within such time shall not be

considered. The Director shall deliver the grievance to the Chief Officer.

(b) Hearings shall be held on a weekly basis, if necessary, at such place as the Chief Officer of Victory District or designee of equivalent management level, shall designate and at such time as shall be mutually convenient. In any event the hearing shall be held no earlier than five (5) working days and no later than twenty-five (25) working days following receipt of the grievance. Grievances not heard within the above-referenced time limits will be abandoned unless the reason for not having the hearing is the Authority's failure to hold the hearing. The Authority will schedule two hearing dates in accordance with the above time limits. If these are postponed by the Union for any reason, the grievance will be dismissed and processed no further, unless an extension is granted by the Authority. If the Chief Officer or designee fails to answer any grievance within the prescribed time limits, the Union may move the grievance to the Labor Relations step for further hearing.

(c) Prior to any grievance hearing, the Authority shall make available to the Union General Chairman or his designee copies of all pertinent reports and documents relevant to the grievance and requested by the Union. The Union will also make such information available to the Authority upon request.

(d) All known evidence must be presented to the other party within a reasonable amount of time prior to the hearings.

(e) The case shall be presented at the hearing to the Chief Officer by location supervision and the LCA members. The grievant may make a statement at the conclusion of the Union's presentation.

(f) Not later than five (5) working days following such hearing, the Chief Officer shall give the answer stating the disposition of the matter. If the disposition of the matter is not satisfactory to the Union, it may be referred to Labor Relations within three (3) working days of receipt of the Chief Officer's answer.

(g) A Labor Relations hearing will be held not later than ten (10) working days from the receipt of the request. If a hearing is not held within the time limits, it is abandoned. The Authority will schedule one (1) hearing date in accordance with the above time limits. If postponed by the Union for any reason, the grievance will be dismissed and processed no further and the Chief Officer's decision is final, unless an extension is granted by the Authority. Not later than five (5) working days after the hearing, Labor Relations shall give an answer stating the disposition. If such disposition is not acceptable the Union may move the matter to arbitration.

(h) No employee or representative of the Union shall leave his/her work or fail to appear for his/her work for the purpose of presenting any grievance or in connection with the handling of any grievance without first having given notice to his/her Director or designee.

(i) In any case where an employee has been discharged, the Labor Relations hearing will not be held until the employee has turned into the Authority all property of the Authority, and has settled all accounts with the Authority. If the employee fails to settle all accounts within six (6) months from date of discharge, the employee will be deemed to have abandoned the grievance and it will be processed no further. It is agreed that any payments due to settle accounts will be made in installments of not less than fifty dollars (\$50.00) per month and the total amount due must be paid in full within six (6) months.

(j) In any case where an employee elects to appear on behalf of himself/herself, the LCA shall be notified by the Authority, and a LCA member shall also have the right to be present at the hearing and negotiate with respect to the disposition of the grievance. In any case where an employee elects to appear on behalf of himself/herself and the LCA member does not find it convenient to attend the hearing within three days of such notification, such employee need not wait longer for such LCA member to attend the hearing and the hearing may then be held at the mutual convenience of the employee and the representative of the Authority.

(k) When an employee is to be discharged, such discharge will take place in the presence of a LCA member if available. If no LCA member is available, the employee will be held off pending discharge and instructed to report back within twenty-four (24) hours with a LCA member. If the LCA member does not return with the employee, the action will take place without a LCA member and the Union will be notified. If an employee is discharged or dropped from the rolls by a letter, the Authority will notify the General Chairman within (3) three working days by certified mail.

(l) Once a grievance has been presented and disposed of through the prescribed grievance procedure, the same subject matter shall not again be presented for reconsideration as a grievance by any LCA member or employee.

(m) No grievance shall be discussed except in accordance with this procedure.

(n) The Authority shall have the right to call a meeting with the Union for the purpose of discussing the Authority's grievances or problems.

(o) The Authority will allow pay to one (1) LCA member for loss of work when attending an interview and no more than two (2) LCA members for loss of work when attending a grievance hearing with Authority representatives during their regularly scheduled working hours in an amount not to exceed sixty-four (64) pay hours per month. The LCA member or members to whom the allowances will be made will be determined by the Union. Each month will be considered as a separate unit and no allowances will be made for any unused time allowance of any previous month or months.

(p) Employees whose presence at the grievance hearing is requested by the Authority will be reimbursed by the Authority for loss of any regularly scheduled working time resulting from such attendance.

(q) When the subject matter of the dispute involves a policy change or a contract interpretation by the Authority which directly impacts this labor

Agreement, the Union shall have the right to initiate a grievance at the Labor Relations hearing level.

(r) In discharge cases, the Authority shall make available to the Union, within seven (7) days after the hearing response, copies of the record of the employee for the last three years and such other documents as may be requested. In other than discharge cases, upon notice from the Union that it is considering arbitration of a grievance, the Authority shall make available to the Union at the Union's written request copies of all documents, memoranda, etc., designated by the Union, which are reasonably related to the subject of the grievance. The Union will also make such information available to the Authority upon written request. The parties agree that each will attempt to make full disclosure to the other prior to arbitration of all documents, memoranda, etc., on which it intends to rely at arbitration.

(s) In cases where an employee is disciplined by being required to serve time or by being suspended, and an appeal is taken from such discipline, the time shall not be served and the suspension shall not be made effective before the appeal is disposed of under the grievance procedure.

(t) Arrangements will be made to hold hearings on grievances appealing a discharge of employees promptly and such grievances will be accepted as late as 4:30 PM on the day preceding that on which the hearing is scheduled. Either party shall have the right to call a special meeting to discuss emergency matters.

SECTION 13. An employee, who is charged with acts or failure to act which would justify discharge only in the context of the employee's overall record and who, as a result thereof, is discharged shall be entitled to continue to work pursuant to the following provisions:

(a) Such discharge shall be assessed by the appropriate supervisor, but the employee shall be permitted to continue working until the grievance procedure is concluded with the exception of any employee who commits another infraction which warrants discipline to be assessed during his/her

discharge with dignity status, in which case the employee will be immediately removed from service.

(b) If the discharge is upheld through the Labor Relations hearing level of the grievance procedure, the employee's active employment will terminate unless the Union requests final settlement of the matter with a "last chance" within forty-five (45) calendar days of the notice received from the Authority. Such a request by the Union pursuant to this paragraph shall not be cited as, nor constitute a precedent with respect to any matter or discipline. Should the Union not request such a final settlement, the grievance concerning the discharge may be filed for arbitration pursuant to Article 35 of the Labor Agreement.

(c) A "last chance" will consist of a one (1) day disciplinary suspension, in lieu of discharge, followed by one (1) year probation. Upon the Union's requesting final settlement of the matter with a "last chance" the employee will be required to report to his/her Department Head or representative for "Discharge/Decision Day," the final and most serious step in the PPCP. On "Discharge/Decision Day," the Department Head or representative shall inform the employee that the discharge will be implemented unless the employee executes a formal agreement to modify the objectionable performance or behavior. The employee will then be suspended without pay for one (1) day, following which, as a condition of further employment, the employee will be required to execute a work resumption agreement, the terms of which will not in any way alter or affect any right granted to the Union or the employee by the Labor Agreement. Upon signing the agreement, the employee may be required to submit to an interview evaluation by Employee Counseling Services.

(d) Should an employee on "last chance" probation be charged with committing an infraction for which discipline is justified, the employee shall be subject to an immediate discharge, which discharge will be subject to the grievance and arbitration procedure set forth in Articles 34 and 35 hereof, provided, however, that in an arbitration with respect to such a discharge, the impartial chairperson shall have jurisdiction only to determine if the employee

committed the infraction and if that infraction justified any discipline and shall not have jurisdiction to modify the discharge.

(e) An employee shall be eligible for only one "last chance" in his or her career.

(f) When an employee has successfully completed the previous 730 calendar days without being issued any form of discipline in progressive discipline procedures, progressive discipline will start anew. Any form of discipline shall mean suspension only.

SECTION 14. All references to time limits within this article shall be exclusive of Saturday, Sunday, and holidays, unless otherwise specified.

ARTICLE 35

Arbitration

SECTION 1. In the event the disposition of a grievance by the Authority is not satisfactory to the Union, the Union may cause the grievance to be referred to arbitration as hereinafter provided. If the Union elects to go to arbitration, the Union shall refer the grievance in writing (Demand for Arbitration) to the Authority no later than forty-five calendar days after the day of the receipt by the Union of the Labor Relations hearing reply from the Authority stating its disposition of the matter. In the event of a disagreement between the Union and the Authority as to the interpretation, application or performance of this Agreement, either the Union or the Authority may cause such dispute to be referred to arbitration as hereinafter provided. The party desiring to refer such a matter to arbitration shall refer such matter in writing to the other party (Demand for Arbitration). The Authority and Union agree to a Board of Arbitration comprised of three members; one designated by the Union, who may be a member of the Union; one designated by the Authority, who may be a member of supervision; and a disinterested and impartial third member selected by striking from lists supplied by the American Arbitration Association.

Arbitrations shall be assigned and scheduled within ten (10) working days of demand for arbitration. The actual hearing will be conducted within one hundred-twenty (120) calendar days of the receipt of the Demand for Arbitration. The Arbitrators' Award and opinion shall be rendered within thirty (30) calendar days thereafter.

SECTION 2. The Board shall conduct such hearings as may be necessary and, at the request of either party, cause a transcript of the testimony to be taken. The hearings shall be held at such times and places and in such manner as shall be mutually agreeable or, if agreement thereon cannot be reached, as shall be designated by the impartial Arbitrator.

SECTION 3. The decision of the Board of Arbitration or a majority of the Board if there is no unanimous decision of the Board or of the Chairperson if there is no majority decision of the Board shall be final and binding on the Authority and the Union and on any employee or employees who may be concerned in the matter so arbitrated. However, the impartial Arbitrator shall not have any power to add to, alter, amend, or repeal this Agreement or any provision thereof or to fix or change any rate or rates of pay and no such decision shall have any such effect. The decision shall be in writing and shall set forth the findings and the reasons for the decision.

(a) In the event there is dispute concerning the meaning or application of an Arbitration award, either party shall have the right, within thirty (30) days of the date of the award, to request in writing, with a copy to the other party with an opportunity for written rebuttal, that the Arbitrator clarify the award. The Authority will give the Union written notification of compliance in cases involving back-pay awards, including the computation of money paid, the basis for the computation, and a schedule of payments to the grievant. In such cases, the Arbitrator will retain jurisdiction for thirty (30) days from the date of the notification in order to determine if such back pay computations are in compliance with his/her award. The Arbitrator shall retain jurisdiction of his/her award for these purposes only. The Arbitrator will receive only written data, will not hold hearings and will not permit the re-arguing of the grievance.

(b) If there is a dispute over the amount of money owed to an employee by virtue of an award or settlement in a case listed for arbitration, the Authority, despite such dispute, shall within fifteen (15) days issue a check to the employee for the period of back pay covered by the award or settlement, calculated on the basis of a normal forty (40) hour week at the employee's regular rate of pay, or the appropriate rate for which he/she was entitled during that period (e.g.: sick benefits, etc.) less disputed offsets. The remaining amount owed, if any, will be paid over to the employee not later than thirty (30) days from the date the dispute is resolved.

(c) Whenever the initial (estimated) payment resulted in an overpayment to the employee, the amount overpaid will be repaid to the Authority by the employee immediately; providing, however, that no employee will be required to repay more than fifty percent (50%) of his/her net pay in any given week.

SECTION 4. In any case where testimony by a secret investigator of the Authority is offered, it shall be given only before the impartial Arbitrator with no one else present except the advocates for the Authority and the Union. Such witness shall be referred to only by number so that the secret investigator's identity shall not be disclosed. The Authority advocate shall conduct direct examination and the Union advocate shall have a right to conduct cross-examination.

SECTION 5. In any case where the matter in dispute involves the question of knowingly violating proper fare collection procedures by an employee or of theft by an employee or of an employee having been under the influence of intoxicating liquor or drugs or of an employee willfully leading an unauthorized work stoppage which interrupts service to the riding public, the only question which shall be determined shall be with respect to the fact of knowingly violating proper fare collection procedures, theft, having been under such influence, or willfully leading an unauthorized work stoppage, as the case may be; and if it is determined in fact there were not proper fare collection procedures or there was theft or such influence or such willful leading of a stoppage, then the action of the Authority based thereon shall be

sustained.

SECTION 6. The Authority and the Union shall each pay one-half (1/2) of the expenses and compensation of the impartial Arbitrator and each shall respectively pay the expenses and compensation of the member of the Board designated by it.

SECTION 7. Employee records older than three (3) years will not be considered in discharge cases.

SECTION 8. Whenever a grievance scheduled for arbitration is postponed or withdrawn ten (10) or more working days prior to the scheduled arbitration date, another grievance awaiting arbitration will be substituted in its place. For the purpose of designating the grievance to be substituted in place of the postponed or withdrawn grievance, the Union will identify no later than ten (10) days prior to the hearing, three (3) grievances awaiting arbitration and the Authority will select which of the three will be substituted. All pending arbitrations, which have been postponed, must be heard before the Union can schedule other arbitration cases, which have never been postponed as part of this process. It is agreed, however, that discharge cases will be given priority in scheduling.

SECTION 9. An operator who is discharged and is reinstated per a settlement, arbitration award or medical reinstatement, and does not have a position to return to, will be reinstated as follows:

- (a) A list position will be created as close as possible to that which he/she could have picked.
- (b) The operator would be assigned the days off and holidays in accordance with the position that which he/she could have picked.

ARTICLE 36 Interpretation of Agreement

This Agreement shall be subject to the approval of any governmental or

regulatory bodies whose approval is necessary. If any provision of the above contract be held invalid, the remainder shall not be affected thereby and should it thereafter be lawful to give effect to such provision, said provision shall continue in full force for the term of this Agreement.

ARTICLE 37
Productivity/Attendance

Employees will receive one (1) paid incentive day for each one-hundred and eighty (180) consecutive days of perfect attendance achieved thereafter. Paid incentive days may be taken without the required forty-eight (48) hours notice. Alternatively, employees may cash in a paid incentive day at any time and receive eight (8) hours pay at their straight time rate. Paid incentive days may be accumulated and carried over from year to year.

ARTICLE 38
Employee Availability

The parties have agreed to replace the current attendance evaluation system with the point system set forth below in the collective bargaining agreement. The point system provides employees with the opportunity to improve their records through steady attendance and attempts to provide an objective basis for the imposition of discipline for incidents of non-attendance.

The imposition of progressive discipline will reduce the employee's points total by ten (10).

INCIDENTS OF NON-ATTENDANCE AND POINTS

I. MISSES (Transportation)

- | | |
|--|----------|
| (a) Any miss less than three (3) hours | 5 points |
| (b) Any miss three (3) hours or more | 8 points |

- (c) Miss on Overtime - each occurrence: five (5) points if less than three (3) hours, eight (8) points, if three (3) hours or more

II. SICK TURN-INS

(a) Each sick turn-in will be assessed two (2) points. At least three (3) similar types of turn-ins in one (1) year will establish a recognizable pattern:

- (1) Three (3) turn-ins on the same day of the week
- (2) Four (4) turn-ins before and after days off
- (3) Four (4) turn-ins on the weekend (Saturday and Sunday)
- (4) Three (3) turn-ins which result in three (3) consecutive days off when an employee has split days off

All pattern turn-ins must be similar type turn-ins.

Turn-ins greater than three (3) days will not be considered for purposes of establishing a pattern. Absences identified by a physician as related to premenstrual syndrome, however, will not be considered for purposes of establishing a pattern.

Patterns will be calculated on a 365-day cycle as per the labor agreement. The turn-in that establishes the pattern will be assessed an additional four (4) points. Each subsequent sick turn-in that fits into this pattern, and still has three (3) prior sick turn-ins in the year (in the same pattern) will be assessed an additional two (2) points. These points for additional pattern sicknesses will also be added to the penalty assessed for misses with sick turn-ins.

(b) Sickness at Home/Emergency at Home (on straight time or overtime)/Sick on Overtime: Beginning with the third turn-in for any combination of sickness at home, emergency at home, or sick on overtime in any twelve (12) months, two (2) points will be assessed. Two (2) points will be assessed for each turn-in of any type thereafter.

(c) Any Turn-in by an Extra List Operator or a Regular Operator Working His/Her Day-Off after Receiving an Assignment: five (5) points will be assessed for each occurrence

(d) An Operator must submit a doctor's note for all turn-ins of seven (7) consecutive days or more.

III. AWOL

The first AWOL will be assessed ten (10) points. The second AWOL within two (2) years of the first will be subject to progressive discipline one step beyond that which the employee would have been assessed. An employee shall be deemed to have abandoned his/her job upon being AWOL for three (3) consecutive days without communicating with the Authority, unless such employee was hospitalized, incapacitated or otherwise could not reasonably be expected to communicate with the Authority.

IV. DISCIPLINE

Subject to the general rules set forth below, points are to be assessed against employees for various incidents of non-attendance. An employee who accumulates twenty (20) or more points will be subject to progressive discipline each time his/her point total reaches twenty (20), as follows:

- (a) One-day administrative suspension;
- (b) Five-day administrative suspension with a final warning;
- (c) Discharge, provided, however, that, for purposes of discharge, the twenty (20) point total will be increased two (2) points for each five (5) years of service.

For any month in which an employee has no incident of non-attendance covered by the point system, the employee's point total will be reduced two (2) points. Beginning the sixth consecutive month without such an

incident, and for each month thereafter, the employee's point total will be reduced three (3) points. The point total, however, cannot be less than zero (0).

The imposition of progressive discipline will reduce the employee's point total by (10).

V. GENERAL RULES

- (a) All discipline to be imposed under this Point System is set forth above. All such discipline and the imposition of points hereunder shall be segregated from, and shall not be considered in the imposition of discipline for other infractions or incidents.
- (b) Each employee will be notified, in writing, of all points assessed against him/her and will be interviewed upon accumulating fifteen (15) or more points.
- (c) The parties recognize that the foregoing Point System will be implemented as soon as practicable after the execution of the labor agreement.
- (d) If an employee is late for work as a result of occurrences pertaining to the Authority's service, the employee will not be charged any points, provided the employee can establish that he/she was aboard the vehicle that preceded the trip that would have allowed the employee to arrive at work on time.
- (e) Using an Emergency-at-Home or Sickness-at-Home day will not jeopardize the opportunity for employees to earn their paid incentive day.
- (f) Lateness or misses due to severe snowstorms will not count in the determination of progressive discipline.

VI. EARNED DAYS OFF - EARNED PERSONAL DAY

- (a) All hourly employees will be entitled to a one (1) earned excused day (without pay) for every ninety (90) days with no sick days, I.O.D. days, misses or suspension days. These days, as well as

VID, personal days and floating holidays could be used with a minimum of forty-eight (48) hours' notice. Up to four (4) days may be accumulated. Quotas will be established in the particular location based on the number of outstanding "earned" excused days at that location, the daily number of requests to use those days, and the needs of the service. Earned" excused days can be used to address child care and other personal needs.

- (b) Any hourly employee who has completed one hundred eighty (180) days without a sick day, I.O.D. day, miss, lateness, or a suspension day, will be entitled to an additional personal holiday. This personal day may be taken in pay or used within one year of the twelve (12) consecutive months. Notice will be given to the Authority in the same manner as other floating personal holidays.
- (c) In the event an employee reports I.O.D. from work and he/she is precluded by the Authority from returning to work the same or next working day, such absence will not be counted as an I.O.D. for the purposes of consecutive months' attendance.

ARTICLE 39
Signal/Single Track Violations

Signal violations will be handled as follows:

- First violation: Five (5) days- 3 days administrative and 2 workdays served as disciplinary suspension
- Second violation: Ten (10) days- 5 days administrative and 5 workdays served as disciplinary suspension.
- Third Violation: Progressive discharge.

Accepting the wrong route will not be considered a signal violation.

It is agreed that the above disciplinary suspensions will be served on consecutive workdays. Workdays shall be defined as regularly scheduled

days not to include days off.

ARTICLE 40 Small Bus Operators

1. The Authority shall be permitted to hire up to twenty (20) operators as small bus operators, who are regularly scheduled for less than 40 hours per week at the regular wage rates of full-time SMART bus operators. Small bus operators will operate small buses, which are 35 feet or less in length, on Victory bus routes. Within 90 days of ratification and before the hiring of any small bus operators, a joint labor-management committee co-chaired by the General Chairman of Local 1594 and the Authority's Chief of Light Rail Operations will jointly agree upon the use of any small bus operators and the criteria for selecting any small bus routes, including, without limitation, existing routes with low operating ratios and new service. The Chief Labor Relations Officer will also serve on the joint committee in an advisory capacity.

2. Small bus operators will be subject to the wage progression, prorated with the number of hours worked (with 2,080 hours equaling twelve (12) months).

3. Small-bus operators will receive a clothing allowance and free transportation, but will not be eligible for other benefits, except that those part-time employees regularly scheduled to work 20 or more hours a week will be eligible for pro-rated vacation benefits. Employees classified by the Authority as part-time will not be eligible for participation in the pension plan.

4. The joint committee will jointly determine issues related to seniority (articles 3, 4, and 5), working conditions, and entry into full-time jobs in the SMART bargaining unit. Small bus operators shall be subject to all provisions of the Labor Agreement (as modified in this Article), except the following, unless otherwise agreed by the joint committee:

Article 2 - benefits, except drug and alcohol testing
Article 6 - leave of absence
Article 10 - picking of runs
Article 11 - exchange of runs
Article 12 - specials
Article 13 - definition of runs
Article 14 - run changes
Article 16 - paid holidays
Article 26 - quarters
Article 38 - employee availability
Article 39 - signal/single track violations

6. Small bus operators will be assigned runs on small bus routes on a weekly basis. In the event that small buses are unavailable for operation on routes designated as small bus routes, small bus operators may be required to operate 40-foot buses on those routes. In addition, if small bus operators are unavailable to fill their runs, full-time employees from the bus extra list will be assigned.

ARTICLE 41 Management Rights

The Union and the Authority agree that except as modified or restricted by this Agreement, the Authority retains its inherent management rights as conferred by statute or the common law of Pennsylvania.

ARTICLE 42 Completeness of Agreement

The parties acknowledge that this collective bargaining Agreement represents a change from the past practices and procedures that were in effect prior to the effective date of the Agreement. To the extent that this Agreement has changed a prior Article, Section language or intent contained in the Agreement dated January 6, 2015, it is agreed that the working conditions and terms and conditions of employment negotiated and

manifested in this Agreement supersede any past practices, work rules, custom, or practice inconsistent therewith.

The parties further agree that the side letter agreements of November 17, 1989 and July 12, 1993 as well as the work rules dated December 1, 1971 are no longer valid and have no precedential value.

ARTICLE 43
Non-Discrimination Policy

The parties agree that race, sex, color, religion, national origin, age, disability, veteran status or sexual orientation shall not be a factor in the hiring of employees, or establishing the conditions of their employment, rates of pay, hours or working conditions. No employee shall be deprived of equal employment opportunity nor be subject to any discrimination, harassment or retaliation in the exercise of one's employment rights on account of race, sex, color, religion, national origin, age, disability, veteran status or sexual orientation.

ARTICLE 44
Termination of Agreement

The Termination of Agreement Section of this Agreement deletes all reopener clauses.

This Agreement and all of its provisions including amendments and rates of pay hereinabove set forth in the Agreement shall be in force and effect for the term commencing November 19, 2016. (There will be no retroactivity of any provisions of this Agreement except where specifically indicated by effective dates) and ending midnight November 18, 2021 and thereafter from year to year under the same terms and conditions as herein contained unless either party hereto shall give to the other at least sixty (60) days written notice of its election to terminate the Agreement at the end of the current term.

The provisions of this Agreement are effective upon ratification of the

Agreement by both the Union membership and the SEPTA Board, unless otherwise specified.

For SMART Local 1594:

(Signed) Waverly Harris, Sr.
General Chairman, SMART, Local 1594

(Signed) Curtis Fulmore .
Vice-General Chairman, SMART, Local 1594

(Signed) Anthony Petty
Vice Chairman, SMART, Local 1594

(Signed) David Stinsman
Vice Chairman, SMART, Local 1594

(Signed) Eric Goodwin
Vice Chairman, SMART, Local 1594

(Signed) Calvin Studivant
Vice President, SMART International

For SEPTA:

(Signed) Stephanie K. Deiger
Chief Labor Relations Officer

(Signed) Joseph P. Horbury, Sr.
Manager, Labor Relations

(Signed) Michael Liberi
Chief Officer, Surface Transportation

(Signed) John Reynolds
Senior Director, Surface Transportation

(Signed) James Schirg
Director, Victory District

(Signed) Richard Burnfield
Deputy General Manager/Treasurer

(Signed) Jacob T. Aufschauer
Senior Director, Human Resources