

AGREEMENT

Between

SOUTHEASTERN PENNSYLVANIA  
TRANSPORTATION AUTHORITY

AND

TRANSPORT WORKERS UNION  
OF PHILADELPHIA  
LOCAL 234  
TRENTON-PHILADELPHIA COACH DIVISION  
TRANSPORT WORKERS UNION  
OF AMERICA / AFL-CIO

**November 1, 2006**

This agreement made as of the 1st day of November, 2006, by and between Southeastern Pennsylvania Transportation Authority (hereinafter called the Authority) and the Transport Workers Union of America, affiliated with the American Federation of Labor and the Congress of Industrial Organizations, and Transport Workers Union of Philadelphia, Local 234 (hereinafter called the "Union"), as the exclusive representatives of all full-time and part-time operators, attendants, mechanics, and other maintenance employees employed by the Authority in connection with its Trenton-Philadelphia Coach operations using buses less than thirty-two (32) feet in length and vans; e.g., Philadelphia Phlash, Shared Ride, Paratransit and airport service (hereinafter called the "Unit") for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment.

The Authority will be permitted the temporary use of vehicles over 32 feet (but no more than 35 feet) in the event of shortages of equipment. The Union will be notified and the shortage will be verified at the Union's request.

## **ARTICLE I - UNION**

### **Section 101. Union Recognition**

The Authority recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Authority comprising the Unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of work, and other terms and conditions of employment for the full-time and part-time operators, attendants, mechanics, and other maintenance employees employed by the Authority in connection with its Trenton-Philadelphia Coach operations; however, no work currently performed by any other TWU bargaining unit within the Authority may be assigned to the Trenton-Philadelphia Coach bargaining unit.

### **Section 102. Maintenance of Membership**

(a) The Authority agrees that all employees who are members of the Union in good standing on the effective date of this Agreement shall, as a condition of continued employment, maintain their membership in good standing in the Union. All employees who, on the effective date of this Agreement, are not yet members in good standing of the Union, shall become members of the Union in good standing by no later than thirty (30) days following the effective date of this Agreement and shall maintain membership in good standing in the Union in order to continue in employment. All new employees shall, as a condition of employment, become members and maintain membership in good standing in the Union by no later than thirty (30) days following the date of their employment or the effective date of this

Agreement, whichever is later.

(b) The Authority will provide the Union with an opportunity to give an orientation address to all new-hires into the Bargaining Unit.

### **Section 103. Probationary Period**

Employees will not be entitled to any benefits or privileges under the provisions of this Agreement other than those required by law or those provided under the grievance and arbitration provisions of this Agreement until he/she has completed a probationary period of sixty (60) days worked; however, until an employee has completed ninety (90) days worked, he/she may be released from Authority service without his/her release being subject to protest through the grievance procedure.

### **Section 104. Check-off**

(a) The Authority will deduct Union dues from the wages of each employee who so authorizes in writing and shall pay over the amount deducted to the Union by direct deposit in the same week it is deducted.

(b) Upon receipt of a proper written individual authorization from an employee, either directly or through the Union, the Authority will deduct from the wages of the employee such sum as the employee shall authorize as voluntary contribution for candidates of elected public office to the Union Committee on Political Education Fund. Such deductions shall be made each week and shall be promptly paid over by the Authority to the Union's TWU-COPE Fund.

## **ARTICLE II - GRIEVANCES; ARBITRATION**

### **Section 201. Grievance Handling**

Grievances shall be presented and handled as follows:

(a) Each grievance shall be presented to the responsible manager within five (5) days following the knowledgeable occurrence of the event giving rise thereto, by the aggrieved employee, the appropriate Section Officer, or the Union. A prompt hearing shall be held at a mutually convenient time and every effort shall be made to reach a mutually satisfactory solution. The Authority shall notify the appropriate Section Officer of all employee disciplinary actions by placing a copy in a Section Officer's mailbox.

(b) Not later than forty-eight (48) hours following such hearing, the responsible manager shall give

the answer stating one's disposition of the matter.

(c) If the responsible manager's disposition of the matter is not satisfactory to the Union's Section Officer it may be referred to the second step of the grievance procedure by the designated representative of the Union giving written notice to the Authority's second step representative (Labor Relations Department). Such second step must be taken not later than two (2) days following the receipt of the answer of the responsible manager by the Union.

(i) If formal discipline (written warning or greater) is issued as a result of a public complaint, a joint interview will be scheduled prior to the second step of the grievance procedure. The results of the joint interview will be presented to the Hearing Officer at the second step. If no joint interview is conducted, the discipline will be rescinded, and the complaint will be placed in the employee's file with the disposition noted.

(ii) Public complainants will be interviewed in the presence of a Union Representative, provided that if the Union representative fails to show up for the interview, the interview will proceed without the Union representative. Any evidence obtained at the interview will be admissible regardless of whether the Union representative was present.

(d) There shall be a meeting at a time that is mutually convenient to discuss grievances which have been appealed to the second step. Grievances that are to be discussed must be properly appealed at least two (2) working days before the meeting day. Grievances properly appealing the discharge of employees will be accepted as late as 4:30 p.m. on the day preceding that on which the meeting is scheduled. Prior to any second step grievance hearing, the Authority shall make available to the Union Staff Representative or his/her designee copies of all pertinent reports and documents relevant to the grievance and requested by the Union.

(e) Not later than three (3) days following such hearing, the Authority shall give its answer stating its disposition of the matter.

(f) No employee or representative of the Union shall leave one's work or fail to appear for one's work for the purpose of presenting any grievance or in connection with the handling of any grievance without first having obtained consent of one's immediate supervisor.

(g) In any case where an employee has been discharged, the hearing at the second step of the grievance procedure will not be held until one shall have turned into the Authority all property of the Authority therefore delivered to one, and until the employee shall have settled all accounts with the Authority. If the employee has not settled all accounts, he/she will be permitted to settle the outstanding balance within the number of months equal to the total amount owed divided by \$50.00 or twelve months, whichever is less. If the employee fails to comply with the above, the employee will be deemed to have abandoned the grievance and it will be processed no further.

(h) In any case when an employee elects to appear on behalf of himself/herself, his/her Union officer will be notified by the responsible manager and the appropriate Union representative shall have the

right to be present at all hearings and negotiate with respect to the disposition of the grievance.

(i) When an employee is to be discharged, such discharge will take place in the presence of a Section Officer, if one is available. If a Section Officer is not available, or if an employee is discharged or dropped from the rolls by a letter, the Authority will notify the Union within three (3) working days. Such notification shall be done by telephone call to the Union President's office during the normal business hours of 9:00 a.m. to 4:30 p.m. on weekdays.

(j) Once a grievance has been presented by any Section Officer and disposed of through the prescribed grievance machinery, the same subject matter shall not again be presented for reconsideration as a grievance by any other Section Officer.

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

(l) In discharge cases only, all accidents that give rise to grievances must be classified by the time of the first level hearing. If they are not classified, the first level hearing will be rescheduled within twenty-four (24) hours. Where it becomes necessary to reschedule the first level hearing due to an accident not being classified, and the discharge is reduced, the employee will be paid for each day he/she was held off beyond the discipline assessed in his/her case.

(m) The parties recognize that the purpose of discipline is corrective, rather than punitive, and for that purpose, have agreed to the Positive Performance Counseling Program (PPCP) set forth in this section to foster a more healthful and productive environment in which to address problems in the workplace. Counseling sessions convened in accordance with the following provisions shall be conducted with these purposes in mind.

The terms of this program shall not affect the right of employees and the Union to grieve and arbitrate any charge against an employee. Counseling on any matter shall not occur until disposition of a second level grievance, if a grievance is filed.

Any employee who is charged with acts or failures 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:

(i) Such discharge shall be assessed by the appropriate supervisor, but the employee shall be permitted to continue working until the grievance procedure is concluded;

(ii) If the discharge is upheld through the second level of the grievance procedure, the employee's active employment will terminate.

In all progressive discipline cases, employees shall be permitted to continue working until the grievance procedure is concluded.

Employees shall not be barred from reporting to work until having been charged and having been interviewed by one's responsible manager for offenses other than infractions involving 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.

Employees who have been barred from work shall, upon re-instatement to employment except in cases when an employee was operating without a valid license, be compensated for all time lost unless otherwise agreed by the Authority and the Union.

All discipline entries must be initialed by the employee or by his section officer if the employee refuses. Employees shall be given a copy, upon request, of everything they sign including documents signed at SEPTA's Medical Department.

In discharge cases, the Authority shall make available to the Union, within seven (7) days after the second level response, copies of the record of the employee for the last three (3) years and such other documents as have been provided in the past. In other than discharge cases, upon notice from the Union that it is considering arbitration of a grievance, the Authority shall deliver to the Union at the Union's request copies of all documents, memoranda, etc., designated by the Union, which are reasonably related to the grievance. Prior to arbitration, the Union will make available to the Authority all documents, memoranda, etc., on which it intends to rely on at arbitration.

(n) A "last chance" will consist of one (1) day suspension, in lieu of discharge, followed by a 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 Superintendent for "Discharge/Decision Day," the final and most serious step in the PPCP. On "Discharge/Decision Day," the Superintendent 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.

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 Section 201 and 202 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. An employee shall be eligible for only one "last chance" in his or her career. "Last Chance" shall apply only to full-time employees.

(o) In the computation of time limits under this section, Saturdays, Sundays, and holidays will be excluded.

(p) Union section officers, not more than one (1) at any time, will be paid for time lost by them during their regularly scheduled work hours when attending scheduled grievance meetings with the Authority representatives at the first and second steps of the grievance procedure

## **Section 202. Arbitration**

(a) In the event the disposition of a grievance by the Authority's second step representative is not satisfactory to the Union, the Union may cause the grievance to be referred to a Board of arbitration consisting of three panel members; a representative of the Union, a representative of the Authority, and an impartial single neutral arbitrator as hereinafter provided. The parties shall agree to a permanent neutral to serve for a one (1) year appointment which can be extended by mutual agreement.

(b) 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 arbitrator with certified copy to the other party.

(c) The decision of the arbitrator 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 arbitrator shall not have any power to add to, alter, amend, or repeal this Agreement or any provision thereof, or to establish 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 finding and the reasons for the decision. 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 his/her award. Pursuant to the request for clarification, he/she will receive only written information, will not hold hearings, and will not permit the rearguing of the grievance. The parties herein waive their right to submit legal briefs at the conclusion of the arbitration panel hearing.

(d) In any case where testimony by a secret investigator of the Authority is offered, the testimony shall be given with no one else present and such a witness shall be referred to only by number so that his/her identity shall not be disclosed.

(e) In any case where the matter in dispute involves infractions involving the question of knowingly improper registration of fares by an employee, or theft by an employee, or of an employee having been under the influence of intoxicants and/or drugs or of an employee willfully leading an unauthorized work stoppage which interrupts service to the riding public, or the assault of a supervisor, customer, or another employee, the only question which shall be determined shall be with respect to the fact of the infraction and if it is determined that in fact there was such infraction, then the action of the Authority based thereon shall be sustained.

(f) The Authority and the Union shall each pay one-half (½) of the expenses and compensation of the arbitrator.

(i) In the event a case which is filed for arbitration results in the Authority's second step

answer being upheld in full, the Union will pay the compensation and charges.

(ii) In the event a case which is filed for arbitration results in the Authority's second step answer being reversed in full, the Authority will pay the compensation and charges.

(iii) In the event a case which is filed for arbitration results in the Authority's second step answer being upheld in part and reversed in part, the compensation and charges shall be split by both parties.

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

(h) In the computation time under this section, Saturdays, Sundays, and holidays will be excluded.

### **Section 203. No Strikes or Lockouts**

During the term of this agreement, no employee shall participate in any strike, slow-down, sit-down, stay-in, or other stoppage of work. The Authority will not cause or sanction a lock-out of bargaining unit employees under any circumstances.

## **ARTICLE III - SENIORITY**

### **Section 301. Seniority**

(a) Seniority shall mean an employee's length of continuous service with the Authority. If two (2) or more employees have equal seniority, the employee with the lower account number will be deemed the senior employee. All employees holding the same job classification within a distinct business unit shall constitute a seniority list.

(b) In the event of a layoff within a distinct business unit, the Authority shall, within each job classification that needs to be reduced, layoff employees in reverse order of seniority. An employee designated for layoff may elect to bump an employee with less seniority in a lower classification in his/her line of progression, provided, however, that he/she shall receive the rate of pay for the lower classification. The Authority shall recall employees in reverse order of layoff, provided the employee is available and able to perform the available work, except that probationary employees shall have no right to be recalled.

(c) When it becomes necessary to layoff employees, the Authority will notify the Section Officer and the Union of the names of the employees to be laid off, with notification to the employees.

(d) Seniority shall terminate:

(i) When an employee is discharged, quits, resigns, or retires.

(ii) If a laid off employee does not report for work within five (5) days, unless otherwise excused, after being notified in writing mailed to his last known place of address to report. Such employee will be considered as having terminated his employment. Any properly notified, laid off employee who does not

report for work within forty-eight (48) hours may be passed for that job, and the next senior employee will then be called. The original employee, however, will not lose his place on the seniority list and will be called for the next job open, except as otherwise set forth herein.

(iii) When an employee is absent for five (5) days without notifying the Authority.

(e) Prior to hiring new employees, the Authority will post job openings and afford qualified bargaining unit members the opportunity to transfer into the vacant position on the basis of Authority seniority.

(f) Provided they have a good work and attendance record, part-time employees shall be offered full-time positions prior to hiring from outside the Authority.

(g) In the event of the lay-off of bargaining unit employees, all TPC employees with five (5) or more years of service will be recalled as transferees to open positions as operators and mechanics in the CTD, STD (maintenance) and Frontier Divisions prior to the hiring of any applicant outside of SEPTA. All laid off employees shall be recalled in accordance with subsection (d).

### **Section 302. Transfers**

(a) After ratification and prior to February 1, 2001, a minimum of four (4) full-time transportation employees may transfer to the Frontier or City Transit Division provided they have a minimum of one (1) year of Authority seniority and have maintained a good work and attendance record. Thereafter, beginning in September 2001, no more than five percent (5%) of the full-time transportation employees (rounded to the nearest number) will be permitted to transfer.

(b) Maintenance employees will be permitted to transfer to the Frontier and City Transit Divisions after accruing one (1) year of service in the Trenton-Philadelphia Coach Division; provided that no more than one (1) maintenance employee from any business unit may transfer in any one (1) year period.

(c) An employee who accepts a transfer under this section and returns voluntarily to one's former job before the completion of their training or probationary period, will not be permitted to transfer again to any job until twelve (12) months shall have elapsed following such return to one's former job.

## **ARTICLE IV - WAGES AND BENEFITS**

### **Section 401. Wages**

(a) The established rates of pay for work performed in the TPC Division shall be set forth in the appropriate Wage Rate Manual, which is hereby incorporated herein by reference thereto.

(b) Effective the first Sunday after ratification by the Union, there will be a three percent (3%) across-the-board increase to be reflected in the wage rate manual.

(c) Effective November 18, 2007, there will be a three percent (3%) across-the-board increase to be reflected in the wage rate manual.

(d) Effective November 23, 2008, there will be a three percent (3%) across-the-board increase to be reflected in the wage rate manual.

(e) Effective November 22, 2009, there will be a three percent (3%) across-the-board increase to be reflected in the wage rate manual.

(f) A premium of fifteen cents (\$.15) per hour will be paid as a night differential for all work performed between the hours of 6:00 p.m. and 6:00 a.m.

(g) A swing run is a scheduled run which includes a single continuous period, in addition to any rest or meal period which may be scheduled in order to comply with any law or governmental requirement, between the scheduled starting time and the scheduled finishing time during which period no work is scheduled and which period and any such rest period will not be included in the pay time for the run.

A time allowance (swing run allowance) will be made for each swing run. The swing run allowance will be whichever is the greater of (1) fifteen minutes or (2) one minute for each two minutes of scheduled spread time in excess of ten hours but not in excess of eleven hours, one minute for each minute of scheduled spread time in excess of eleven hours but not in excess of twelve hours and one and one-half minutes for each minute of scheduled spread time in excess of twelve hours. The scheduled spread time of a swing run is the elapsed time (exclusive of any rest or meal period which may be scheduled in order to comply with any law or governmental requirement) from the scheduled start of the run to the scheduled finish of the run.

(h) Operators will receive twenty-five cents (\$.25) per hour for training new operators.

(i) In the event that an employee covered by another TWU-234 agreement performs work under this agreement, he/she will maintain the conditions and wages set out in the other TWU-234 agreement.

#### **Section 402. Lead Person Premium**

Employees assigned lead responsibilities shall receive, in addition to their regular pay, a one dollar (\$1.00) differential between the rate for their regular job of operator or mechanic and for the job of lead person for the duration of the shift assigned as lead person.

#### **Section 403. Holidays**

Full-time employees will be entitled to a holiday allowance of eight (8) hours pay or an allowance equivalent to the average number of scheduled hours worked the day preceding and the scheduled day subsequent to the holiday, whichever is greater, for the following holidays: New Year's Day; Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. To be

eligible the employee must have worked or been properly excused on the last day he/she was scheduled to work preceding the holiday and the first day he/she was scheduled to work following the holiday in order to receive the holiday allowance.

**Section 404. Vacations**

Vacations will be taken and vacation allowances will be paid to all full-time employees in the Unit who qualify as hereinafter set forth, in accordance with the following provisions:

Length of Service	Vacation to be Taken
1 year	1 week
3 years	2 weeks
5 years	3 weeks

Only those respective employees who have worked on at least two thirds of the days on which work was available to them in the calendar year immediately preceding the current year shall be paid the aforesaid vacation allowance in full; and where an employee has worked less than the said two thirds of such work days there shall be deducted from one's said vacation allowance, for each day of said two thirds which one did not work, an amount equal to said vacation allowance divided by two thirds of the total number of days on which work was available to one during the calendar year immediately preceding the current calendar year. In the case of an employee who first becomes eligible for a vacation allowance in the current calendar year, the year with respect to which the aforesaid calculation shall be made shall be the year preceding one's anniversary of employment and not the calendar year preceding the current calendar year. In the case of employees rehired after lay-offs of less than two (2) years and who are rehired subsequent to January first (1st) of the preceding calendar year, and who must have worked (8) months or more after the rehiring to have their previous actual service with the Authority (excluding periods of lay-off) counted in computing vacation allowances, the period with respect to which the aforesaid calculations shall be made shall be the period subsequent to such rehiring and prior to the commencement of vacation, but if such period is more than one year the period taken shall be the year subsequent to the rehiring. In making calculations of days worked, for the purposes of this paragraph only, the following shall be counted as days worked: (i) days on which an extra operator makes one's scheduled reports even through no work is available to one; (ii) days for which an employee who was injured in the Authority's service is paid Workers Compensation; (iii) days for which an employee is excused by the Authority to transact business for the Union; and (iv) days on which an employee was on approved sick leave.

In a vacation week in which one of the named holidays occur, a full time employee on vacation

shall receive an extra day's pay of eight (8) hours at his/her straight time hourly rate, for the holiday, or granted an additional day of vacation as mutually agreed to between the employee and the Employer.

#### **Section 405. Health Benefits**

(a) The employer will provide a choice for all full and regular part-time operators and mechanics of an HMO individual coverage or an HMO family coverage.

(b) Employees hired on or after October 28, 1997, will become eligible for the HMO coverage the first month following the successful completion of the sixty (60) day period specified in Section 103.

(c) For the duration of the labor agreement, eligible employees and their qualifying dependents may select from among the following medical plan, except as provided below:

HMO Independence Blue Cross - Keystone 5 Plan.

(d) Employee Contributions. Effective September 1, 2007, 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.

Until September 1, 2007, employees required to contribute to the cost of medical coverage at the rates of thirty percent (30%) of the required premiums (first twelve months of coverage) and 20% (next 12 months) will continue such contributions. On September 1, 2007, these contribution rates will be replaced with the one percent (1%) of forty (40) hours rate described above.

Employees on any type of leave without pay shall be required to make their normal contribution of one percent (1%) 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.

(e) Employees who otherwise have health insurance benefits may elect to opt out of the HMO plan and receive a mutually agreed upon form of compensation in lieu of health care benefits.

#### **SECTION 406. VISION**

All full-time bargaining unit members with twenty-four (24) or more months of service will receive vision benefits in accordance with the terms and conditions of the Authority's CTD Vision Plan.

#### **SECTION 407. DENTAL**

All full-time bargaining unit members with four (4) or more years of service will receive dental

benefits in accordance with the terms and conditions of the Authority's CTD Dental Plan.

## **SECTION 408. LIFE INSURANCE**

Effective as soon as can practically be arranged, the Authority agrees that during the term hereof the following group life insurance plan shall be effective.

(1) All employees covered by this Agreement with at least ninety (90) days of service and who are in and remain in active service of the Authority will be eligible for group life insurance of \$25,000.00.

(2) The group life insurance plan provided for in this Section shall be subject to the terms and conditions contained in such group insurance contract or contracts as may be in effect from time to time.

(3) A death benefit payment in the amount of \$45,000.00 will be provided in the event of death from injury of an employee as a result of assault or robbery in the course of one's employment.

## **ARTICLE V**

### **Section 501. Scheduled Work**

#### **1. Operators: Full-time / Part-time**

(a) A scheduled day may consist of operation of a vehicle, customer service duties as assigned or a combination of the duties.

(b) Full-time operators will pick their work and days off on a basis of classification seniority within each distinct business unit at least two (2) times per year.

(c) For part-time employees, the Authority will make a good faith effort to allow each part-time employee to submit preference for availability for work twice a year. The Authority will attempt to assign work to the part-time employee as close to the preference request submitted as possible.

(d) Transportation lunch periods will be scheduled no sooner than two (2) hours after the start of a run.

(e) The Authority shall have the right to assign or reassign work to employees in addition to that picked or assigned to them when necessary to maintain scheduled operations or to provide adequate service for the public. When it is necessary to assign additional work or extension to employees in the application of this section; if the employee assigned requests relief, the Authority will make a reasonable effort to secure part-time operators and volunteers from the location to provide such relief. The Dispatcher will make a minimum of three (3) calls from the day-off book if unable to secure volunteers from the location. The list of employees called under this section shall be given to the Union Section Officer upon request.

## 2. Mechanics: Full-time

(a) Mechanics will be responsible for the maintenance of Authority equipment at the facilities or in response to a road call concerning disabled equipment.

(b) Full-time maintenance employees will pick their work and days off on a basis of classification seniority within each distinct business unit and/or location at least two (2) time per year.

### **Section 502. Hours of Work**

Part-time employees shall not work in excess of twenty-nine (29) hours per week. Full time employees will work a minimum of forty (40) hours per week.

An employee will not be entitled to overtime pay until after having worked forty (40) hours in the payroll week for which overtime pay is sought.

### **Section 503. Reporting for Duty**

Operators and Mechanics will log on and off at the end of a shift. Operators will have failed to report for duty if they arrive attired in anything less than full uniform.

### **Section 504. Uniform**

While in training, new operators will be informed of the uniform requirements, and where to purchase such uniform. Wearing unauthorized clothing or failure to maintain uniform constitutes grounds for removal from service and may subject an employee to discipline.

### **Section 505. Uniform and/or Tool Allowance**

(a) Effective upon ratification, each full-time employee will receive a uniform or a tool allowance in the amount of \$280.00.

The allowance will be increased to \$285.00 effective with the January 2007 payment.

The allowance will be increased to \$290.00 effective with the January 2008 payment.

The allowance will be increased to \$295.00 effective with the January 2009 payment.

Part-time employees shall be paid fifty percent (50%) of the uniform or tool allowance received by full-time employees.

(b) Uniforms will be prescribed by the Authority and the types of required tools will be designated by the Authority and in no case will any employee receive more than one clothing or tool allowance credit in any one calendar year.

### **Section 506. Death in Family**

(a) For full-time employees only, upon proof of death, in the employees immediate family, such employee will be granted three (3) working days leave of absence with pay. The pay for such leave will be eight (8) hours per day except that a regular Transportation employee will be paid the pay of one's picked run. The three (3) day leave will be consecutive work days and will include the funeral day as one of the days (except that if the funeral day falls on a Saturday or Sunday, and that is not a scheduled work day, the employee will be entitled to consecutive work days off). For the purpose of this section "Immediate Family" will be taken to include only mother, father, spouse, children, brother, sister, grandparents, father and mother-in-law. Upon proof of death an employee will be granted one (1) day leave of absence with pay for the purpose of attending the funeral of a grandchild.

(b) If a death in the family occurs while an employee is on vacation, the employee may elect to cancel his/her vacation and receive pay for a death in the family instead of vacation pay. The affected employee's vacation will be rescheduled at a time mutually agreeable to the Authority and the employee.

## **ARTICLE VI**

### **Section 601. Non-Discrimination Clause**

(a) The parties agree that race, color, creed, national origin, age or disability 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 in the exercise of his/her employment rights on account of race, color, creed, national origin, age, disability, or union membership.

(b) The Authority's policy is to deal fairly and justly with every employee and does not condone nor will it tolerate favoritism in the treatment of any particular employee or group of employees.

(c) The Union agrees it will not harass the Authority or any employee of the Authority and the Authority agrees it will not harass the Union or any employee in the Bargaining Unit.

### **Section 602. Prescription Medications**

(a) The Authority may publish and from time to time amend a list of medications, usage of which 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 advice as to whether taking the medication precludes the employee's safety and healthfully working at the 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.

Whenever the Medical Department 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 third party, disinterested physicians jointly selected in each dispute by the Authority and the Union. The costs of the third party physician shall be borne by the Authority.

### **Section 603. Drug and Alcohol Testing**

The parties agree that drug and alcohol testing will be conducted in accordance with the Authority's Drug and Alcohol Policy, and that such policy shall supersede the Authority's Integrated Program of Education, Assistance, and Testing for Intoxicants and Controlled Substances. The provisions of this section are intended to accompany and, where inconsistent, to supersede (but only as to employees represented by Local 234), the Authority's Drug and Alcohol Policy.

#### **I. Types of Testing**

##### **(a) Reasonable Suspicion Testing**

The Authority may require an employee to submit to drug and alcohol testing on a reasonable suspicion basis when a supervisor trained in the detection of drug and alcohol use can articulate and substantiate specific behavioral, performance, or contemporaneous physical indicators of probable drug or alcohol use. The Authority and the Union understand such indicators to include such of the following as

would reasonably lead the supervisor to conclude in good faith that drug or alcohol use is a contributing factor: *e.g.*, behavior or actions which differ from normal behavior or actions under the circumstances, inappropriate or disoriented behavior, and incidents involving serious violations of safety or operating rules and practices.

(b) Post-accident Testing

(i) An accident is any incident involving a SEPTA vehicle that causes damage in excess of \$3500 to that vehicle or any other vehicle, or death, or injury requiring immediate medical treatment away from the scene to any person.

(ii) Any employee operating a SEPTA vehicle involved in an on-duty fatal accident is subject to post-accident testing.

(iii) A safety-sensitive employee operating a SEPTA vehicle in an on-duty non-fatal accident is subject to post-accident testing, unless at the scene of the accident the employee's performance can be completely discounted as a contributing factor to the accident.

(iv) In addition to employees actually operating the vehicle at the time of the accident, other safety sensitive employees whose actions may have contributed to the accident, such as but not limited to mechanics, are subject to post-accident testing.

(v) The specimen collection under this Section shall be done as soon as possible but in no event later than thirty-two (32) hours after the accident or after the relevant repairs were made (in the case of the mechanic) for urine drug testing, nor more than eight (8) hours after the accident or after the relevant repairs were made for alcohol testing.

(vi) Following any accident, employees subject to testing must be so notified and are required to abstain from consuming any alcohol for eight (8) hours, or until tested, whichever occurs first. Additionally, all employees subject to testing must remain available for urine drug testing for thirty-two (32) hours and breath testing for eight (8) hours by ensuring that their usual supervisor knows of their whereabouts during that period.

(c) Random Testing

(i) The following employees represented by Local 234 are safety sensitive employees and shall be subject to random testing: (1) Bus Operator, and employees required to hold a Commercial Driver's License to operate revenue or non-revenue service vehicles;(2) Vehicle Mechanics/Maintainers who repair or who perform routine maintenance on revenue service vehicles; and (3) other employees whose duties relate to safe operation of passenger service and who operate a revenue service vehicle, whether or not such vehicle is in revenue service; who control the dispatch or movement of a revenue service vehicle; or

maintain revenue service vehicles or equipment used in revenue service.

(ii) The above employees shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested. An employee shall be selected for testing on a random basis by using a scientifically valid random number generation method.

(iii) The selection rate is set at fifty percent (50%), which means that SEPTA will conduct a total number of tests during a year equal to fifty percent (50%) of the total number of the TWU employees who are subject to testing. Random alcohol and drug testing will be conducted at the same rates.

(d) Transfer Testing

The Authority may require a drug and alcohol test of an employee applying for a transfer from one Authority position to another only when such employee is applying to transfer from a job not subject to random testing to a job subject to random testing.

(e) Follow-up Testing

Employees who are returned to duty after a Mandatory Referral shall be subject to unannounced follow-up drug and alcohol testing for up to sixty (60) months, the number and frequency of such tests to be determined by the Substance Abuse Professional, except that there shall be a minimum of six (6) follow-up drug tests with Verified Negative Results and six (6) alcohol tests with Verified Negative Results during the first twelve (12) months after returning to duty.

(f) Physical Examination Testing

The Authority reserves the right to include drug and alcohol tests as part of periodic physical examinations to the extent that such examinations are required by law. Such examinations shall occur during the month of the employee's birthday unless otherwise required by law or unless the employee is not available (in which case the examination shall occur as soon as the employee is available). The Authority will give thirty (30) days advance notice to each employee before such examination.

(g) Protective Testing

(i) The Authority may require an employee to submit to a drug and alcohol test in a situation where the Authority receives a reliable report that the employee has had an off-duty drug or alcohol-related arrest.

(ii) An employee whose test result cannot be confirmed, or following tests in which there is a failure or defect in the testing procedure or chain of custody, shall be required to submit to an additional test before being permitted to return to work (if the employee has been held off pending the test results) or on the employee's next working day following the Authority's receipt of notice of the failure or defect (in all other cases). If Tampering is the suspected cause of the defect in the testing procedure, such protective testing shall be conducted under Observed Conditions.

(h) No Other Testing

The Authority shall not require any employee to submit to drug or alcohol testing except as set forth in the Authority's Drug and Alcohol Policy; this section; and in full compliance with existing FTA regulations and all future changes or interpretations thereof.

## II. Testing Methodology

(a) Drugs Tested For

Specimens shall be tested for (i) marijuana, (ii) cocaine, (iii) opiates, (iv) phencyclidine (PCP), (v) amphetamines, (vi) alcohol, (vii) barbiturates, (viii) benzodiazepines, (ix) methaqualone, (x) such other substances as may be required by law and (xi) any other substance now or hereafter classified as a Schedule I or II controlled substance by the provisions of 21 U.S.C. § 812 or the Regulations of the Drug Enforcement Administration at 21 C.F.R. § 1308.11.

(b) Definition of Positive and Negative Results

An employee shall be deemed to have a positive test result when the testing procedure complied with the requirements of the Authority's Drug and Alcohol Policy and this agreement and the test result showed the presence of a prohibited drug, prohibited drug metabolite or alcohol at a level equal to or above the cut-off level prescribed in the Authority's Drug and Alcohol Policy, including Appendix B thereto (e.g., a 50 ng/ml cut-off level for marijuana metabolites on the initial screen and 15 ng/ml on the confirmatory test, and .04% cut-off for alcohol on the confirmatory test.)

(c) Applicability of Medical Review Procedure

The Medical Review procedure outlined in the Authority's Drug and Alcohol Policy shall apply to all drug testing performed by the Authority.

### III. Consequences of Failing or Refusing a Test

#### (a) Refusal to Submit to a Test

(i) Refusal to Submit to a Drug or Alcohol Test properly required under the circumstances is a dischargeable offense.

(ii) If the employee is unable to provide the required amount of urine, the collection site person shall instruct the individual to drink not more than 24 ounces of fluids and, after a period of up to three (3) hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded and testing discontinued. The Medical Review Officer shall refer the individual for a medical evaluation to determine if there is a medical reason for failure to produce the required specimen.

If it is determined that there was no such medical reason, and if the employee has had no prior positive tests, or a prior incident of shy bladder with no medical reasons, the employee shall undergo mandatory EAP referral and follow-up testing under I(f) above. If the employee has had a prior positive test or incident of shy bladder with no medical reasons, he/she will be subject to discharge.

#### (b) Reasonable Suspicion Testing

When, following the Medical Review procedure outlined in the Authority's Drug and Alcohol Policy, a positive result from a properly required reasonable suspicion test stands, the employee shall be discharged.

#### (c) Post-Accident Testing

When, following the Medical Review procedure outlined in the Authority's Drug and Alcohol Policy, a positive result from a properly required post-accident test stands, the employee shall be discharged.

#### (d) Random Testing

When, following the Medical Review procedure outlined in the Authority's Drug and Alcohol Policy, a positive result from a properly required random test stands, non-probationary employees shall be referred to the EAP for the first such positive result in a career, and discharged for the second such positive result in a career. Newly hired employees on probation shall be discharged for the first positive test result.

(e) Other Testing

When, following the Medical Review procedure outlined in the Authority's Drug and Alcohol Policy, a positive result from a properly required test of any other type stands, the employee shall be discharged.

(f) The Authority's Notice of Entry Into Follow-Up shall require employees to indicate whether the employee desires Union representation at the meeting and whether the employee desires that his/her test result be sent to the Union.

IV. Alcohol Use

(a) Measurable Presence of Alcohol

An employee whose alcohol test indicates an alcohol level greater than 0.02 but less than 0.04 will be sent home without pay for the balance of the shift.

(b) Pre-Duty Use of Alcohol

An employee in a safety sensitive position who has consumed alcohol Pre-Duty (four hours prior to the employee's scheduled report time) shall not be permitted to work and shall not be paid. An employee's second violation of this provision in his/her career shall result in a one (1) day suspension without pay and a Mandatory Referral to the EAP. An employee's third violation of this provision in his/her career shall result in a three (3) day suspension without pay and a Mandatory Referral to the EAP. An employee's fourth violation of this provision in his/her career shall result in a five (5) day suspension without pay and a Mandatory Referral to the EAP. An employee's fifth violation in his/her career shall result in discharge.

V. Conformity to Law/Severability

(a) Effect of Court Rulings

If any part or section of the Authority's Drug and Alcohol Policy is held invalid by any court of last resort or by any regulatory commission or agency with jurisdiction, or if compliance with or enforcement of any part or section shall be restrained by such tribunal pending final determination as to its validity, the remainder of the Policy shall not be effected thereby.

Should any final and non-appealable decision of the United States Supreme Court, the United States

Court of Appeals for the Third Circuit, the United States District Court for the Eastern District of Pennsylvania or a Pennsylvania appellate court, in litigation not involving the Authority and the Union, hold that a provision of a drug or alcohol testing program substantially identical to a provision of this section or the Authority's Drug and Alcohol Policy violates the Constitution or a statute of the United States or the Constitution, a statute or the common law of Pennsylvania, the Authority shall immediately cease application of that provision, until such time as the decision is vacated, reversed or overruled or otherwise invalidated. All other provisions of this section and the Authority's Drug and Alcohol Policy shall continue in effect.

(b) Effect of Legislation

The Authority's Drug and Alcohol Policy is subject to all applicable laws now or hereinafter in effect and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any part or section of the Policy is in contravention of the laws or regulations of the United States, or the Commonwealth of Pennsylvania, such part or section shall be superseded by the appropriate provision of such law or regulation, but all other parts and sections of the Policy shall continue in full force and effect.

VI. Voluntary Rehabilitation

Non-probationary employees who are not subject to Mandatory Referral to the EAP may choose to utilize EAP drug and alcohol rehabilitation services of their own volition. SEPTA encourages this use. However, if the employee requests assistance or treatment after she/he has been notified of selection for any test, asking for the assistance will not block the test from occurring and she/he must still submit to the testing. Asking for assistance after being notified of a test will not alter the administrative or disciplinary consequences of such testing. Moreover, the employee shall not avoid any disciplinary charges or pending disciplinary charges by entering voluntary referral.

The EAP will disclose the progress of any employee who voluntarily refers her/himself to SEPTA staff only if obligated to do so under its duty to warn SEPTA that an employee who is not cleared for Safety-Sensitive work may attempt to return to such work.

Aside from fulfilling such obligation, the EAP will maintain the confidentiality of employees who utilize its services, including drug and alcohol rehabilitation and treatment services.

## VII. Education and Training

### (a) Drug and Alcohol Free Awareness Program

SEPTA has developed a Drug and Alcohol Free Awareness Program to assist employees to understand the perils of drug and alcohol abuse. As part of this Program, SEPTA will engage in an educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. At a minimum, each new hire, each employee, and each supervisor shall receive educational materials and training in:

- (i) the Authority's Drug and Alcohol Policy;
- (ii) the effects and dangers of drug and alcohol abuse in the workplace;
- (iii) recognition of the signs and symptoms of individuals who use drugs and/or alcohol;
- (iv) the availability of treatment and counseling for employees who voluntarily seek such assistance including how to use the EAP;
- (v) the consequences of positive test results and other violations of the Policy.

Additionally, supervisors who may make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use.

### (b) Anti-Drug Information/Wellness Program

In addition to the EAP services offered to provide drug and alcohol treatment under the Authority's Drug and Alcohol Policy and this labor agreement, the Medical Department will provide educational mailings and/or distributions concerning a wide variety of lifestyle issues, including drug and alcohol abuse, to all employees and their families.

## VIII. Advisory Committee

It is the ongoing responsibility of the Assistant General Manager for Operations, the Medical Director, the Program Coordinator, and the Chief Labor Relations Officer (hereinafter collectively referred to as "Responsible Officials") to monitor and evaluate the operation of the Authority's Drug and Alcohol Program and to make such amendments as may be necessary from time to time to carry out its purposes.

To provide information and advice to the foregoing persons, the Authority will invite an equal number of representatives of the labor organizations representing affected Authority personnel to serve on an

Advisory Committee. One member of the Advisory Committee shall be a representative of the labor organization representing the transportation and maintenance employees of the Authority's City Transit Division. Other representatives shall be chosen by the remaining labor organizations on a basis to be agreed upon by such organizations.

The Responsible Officials or their designees will meet with the members of the Advisory Committee and discuss with them the views, suggestions, and other input of the labor organizations representing affected Authority personnel (a) semi-annually concerning the overall functioning of the program; (b) prior to adding positions beyond those already classified in Section 603 I(c)(i) above as safety sensitive; (c) prior to implementing a substantive change in the program as written; (d) prior to the final selection of any change in the EAP Provider, the Referral Agency or the testing laboratory; and (e) at other times upon reasonable request.

To the extent that any aspect of, concern with, or decision or employment action taken as a result of this policy is properly the subject of (a) the collective bargaining obligation between the Authority and any labor organization, or (b) the grievance and arbitration procedure of any collective bargaining agreement between the Authority and any labor organization, this meet and discuss procedure neither supersedes nor substitutes for those obligations or contractual procedures.

#### IX. Notification

The Authority will give thirty (30) days advance notice prior to implementation of any changes in its Drug and Alcohol Policy including those contained in this labor agreement.

### **ARTICLE VII**

#### **Section 701. Sick Leave**

(a) Full-time employees will be entitled to maximum unpaid sick leave as follows: The maximum sick leave to which an employee is entitled during one's entire service with the Authority will be:

Thirty (30) days for the first six (6) months of service,

Thirty (30) days for the second six (6) months of service,

Thirty (30) days for the third six (6) months of service,

Thirty (30) days for the fourth six (6) months of service,

then sixty (60) days at the beginning of each year thereafter, to be used for illness or personal injury which precludes an employee from performing one's regular duties.

(b) Discipline for attendance infractions will be as per the Attendance Point System (See Appendix I).

(c) The period of Authority service on which an employee's sick leave is computed will be from the day of regular employment to and including the last day worked before absence due to illness or personal injury. No additional sick leave allowance may accrue during such an absence period.

(d) To determine the balance of sick leave due the employee involved, each absence will be added to the previous absences and the total days absent will be deducted from their accrued allowable sick leave. Absences will be counted only in whole days and fractions of a day accumulated will be dropped in determining balance of sick leave.

(e) Each employee who has accumulated more than thirty (30) days sick leave will be notified by certified mail (or by personal interview at which time one will sign for and be given a copy of the report of interview) at least thirty (30) days prior to the expiration of one's allowable sick leave.

(f) Any employee whose absence due to illness or personal injury exhausts the amount of sick leave to which one is entitled under this section will be automatically dropped from Authority service.

(g) Whenever doubt or uncertainty shall arise concerning the nature or extent of an employee's disability, the Authority reserves the right to conduct such independent investigation or physical examination as it may deem necessary.

(h) Time lost by an employee because of compensable injuries, i.e., injuries which one receives while on duty, will not be charged against one's sick leave.

(i) Sick leave specified throughout this section is on the basis of calendar days and not scheduled work days.

(j) An employee who has been absent due to illness and who is required to visit the Authority's Medical Department before returning to work will not be prevented from returning to work because of this requirement if one's absence has been for thirty (30) days or less and the Medical Department is closed between the time the employee gets well and one's starting time for work. Employees who are authorized to return to work from illness or injury in less than thirty (30) days must provide their work location with doctor's proof of illness and return to work status. The work location reserves the right to review the matter with the Medical Department.

(k) Transportation employees who are required to report to the Medical Department before returning to work by virtue of being absent from work for more than thirty (30) days due to illness or injury may report out of the sick book prior to reporting to the Medical Department by telephoning their location prior to 12:30 p.m. on the day before they will be reporting to work. They will then be permitted to return to work the following day, subject only to the approval of SEPTA's Medical Department.

(l) Maintenance employees who are required to report to the Medical Department before returning to work by virtue of being absent from work for more than thirty (30) days due to illness or injury and who have to wait at SEPTA's Medical Department more than one and one-half hours from the time of reporting to Medical until being cleared to return to work, will be compensated at their regular rate for any time lost

from work in excess of one and one-half hours.

(m) Employee absences as a result of entry into a drug/alcohol rehabilitation program will count as sick leave. An employee who expires his/her sick leave as result of participation in such a program will be granted a leave of absence not to exceed one (1) year in order to complete a prescribed treatment.

(n) Part-time employees will be entitled to maximum sick leave as follows:

Ten (10) days for the first two (2) months of service,

Ten (10) days for the second two (2) months of service,

Ten (10) days for the third two (2) months of service,

then thirty (30) days at the beginning of each year thereafter, to be used for illness or personal injury which precludes an employee from performing his/her regular duties.

## **Section 702. Sick Benefits**

(a) For full-time employees only sick benefits shall be paid by the Authority to an employee for disability caused by illness or personal injury, for a period not to exceed the number of days accumulated under Section 701 above and further not to exceed a maximum of one hundred eighty (180) days in any 365 day period.

(i) Sick benefits shall be paid after a three (3) day waiting period.

(ii) Employees eligible for sick benefits shall be paid two hundred twenty-two dollars, seventy-five cents (\$222.75) for the first 28 days and two hundred one dollars, fifty cents (\$201.50) for the remaining 152 days.

(b) The period of Authority service on which an employee's sick leave is computed will be from the day of regular employment to and including the last day worked before absence due to illness or personal injury. No additional sick leave allowance may accrue during such an absence.

(c) Benefits may be withheld in all cases where sickness or disability was brought about by any grievous neglect or imprudent or indiscreet act of the employee. No benefits shall become payable for disablement due to immoral conduct or to the use of intoxicants and/or drugs, or to an employee who is injured while performing work for an employer other than SEPTA.

(d) All requests for sick benefits must be made in writing and must be received by the Division Superintendent or Foreperson on or before the third (3rd) day of illness. Requests not so received will become effective for benefits only on and from the date received.

(e) Sick benefits will not be allowed where employees depart from the address from which they report for work, without first notifying the Authority and affording an opportunity of a physical examination or investigation of their disability. Doctor's certificate sworn to before a Notary Public will be required every fourteen (14) days during the disability of employees out of reach of the Authority's regular examining physician, except where employees are confined to an institution.

(f) Sick benefits specified throughout this Section are on the basis of calendar days and not scheduled work days.

(g) Any sick 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.

(h) Reporting off sick to the Division Superintendent or Forepersons or reporting to the Medical Department will not be construed as an application for sick benefits. The responsibility for requesting sick benefits is strictly up to the employee.

### **Section 703. Family and Medical Leave Act**

The Authority will grant leaves of absence to eligible employees in accordance with the Family and 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.

Eligible employees will be entitled to take up to twelve (12) weeks of FMLA leave in each year, defined under the rolling backward methodology.

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.

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 sick leave concurrently with FMLA leave.

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 of such election at the commencement of the leave.

## **ARTICLE VIII**

### **Section 801. Health and Safety**

#### **I. Location Health and safety Committees**

(a) A location health and safety committee will be established to represent all TPC employees. The structure of the committee will be determined by the Co-Chairs of the Joint Health and Safety Committee (JHSC). The structure of the committee cannot be changed unless mutually agreed upon by the parties. Committee meetings will be held at least once per month.

(b) Location safety committees are advocates for improved safety and health conditions in their locations. The committee serves under the direction of the JHSC and its functions include:

1. Developing programs to reduce workers' compensation and accident claims.
2. Identifying, evaluating and recommending controls for safety and health hazards.
3. Promoting safety and health education.
4. Making periodic inspections of facilities and/or vehicles, in accordance with JHSC rules and regulations and promptly reporting hazardous conditions.
5. Making recommendations for employee safety and health training programs.
6. Involving pro-active participation by the Union in all of the above.

(c) Rank and file members of the location safety committee will be appointed by the Union from a list of volunteers solicited jointly. When selecting committee members the Union will consider the employment safety history/record of the employee. The Authority agrees to pay Union rank and file members to attend location committee meetings and to perform work assigned them by the committee, at their regular rate of pay.

#### **II. Education and training**

(a) The Authority and the Union recognize employee training and education as a critical element in safety and health programs. The Authority agrees to provide such education to all of its employees on a regular basis. In determining what training is required, requests will be considered from the Location

Safety Committee.

(b) Training topics will also be based on a review of location accident and injury statistics and the findings of hazard identification observations. The topics and frequency of the training will depend upon the individual accident experience of the location and the requests of the location safety committees.

(c) In conjunction with employee identification of safety and health hazards the Authority will train location safety committee members in the techniques of health and safety hazard identification, evaluation and control.

### III. Resolution of Disputes

Health and safety items not resolved by the location will be submitted to the Joint Health and Safety Committee for consideration. If the matter is not resolved satisfactorily by the Committee, then the Union may appeal the matter to the Labor Relations step of the grievance procedure for handling. Health and safety disputes not resolved within the grievance procedure may be appealed to a third party expert or panel of experts, if mutually agreed to by the parties, for resolution or taken to arbitration on an expedited basis in accordance with the Labor Agreement. Any cost associated with the election of the third party expert or panel will be shared equally by the Authority and the Union.

### IV. Medical Dispute Resolution

Disputes between employees' physicians and the Authority's Medical Department of a nature referred to in the following subparagraph shall be resolved by third party, disinterested physicians jointly selected in each dispute by the Authority and the Union. The costs 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 to 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 (30) 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.

#### V. Lockers

Lockers will be provided at Germantown Depot for C.D.L. Operators and a committee will be established consisting of two Union and two Authority members to explore when and how additional lockers can be set-up, if required.

VI. A Building Repairperson classification may be added with a wage rate that will be the same as the General Mechanic Second Class rate, to maintain non-CTD TPC operated and occupied facilities only.

### **ARTICLE IX**

#### **Section 901. Term of Agreement**

The terms of this Agreement will expire at 12:01 A.M. on July 25, 2010.

### **ARTICLE X**

#### **Section 1001. Separability and Savings Clause**

(a) If any Article or Section of this Agreement or if any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination

as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) Prior to and during the negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part.

FOR THE AUTHORITY:

(signed) Patrick J. Battel  
Chief Labor Relations Officer  
Southeastern Pennsylvania  
Transportation Authority

(signed) Joseph P. Horbury, Sr.  
Manager, Labor Relations  
Southeastern Pennsylvania  
Transportation Authority

(signed) Robert Shirley  
Chief Officer, Contract Operations  
Southeastern Pennsylvania  
Transportation Authority

FOR THE UNION:

(signed) Willie Brown  
Executive Vice-President,  
Transport Workers Union of  
Philadelphia, Local No. 234

(signed) Brian Pollitt  
Vice President,  
Transport Workers Union of  
Philadelphia, Local No. 234

## APPENDIX I ATTENDANCE POINT SYSTEM

The parties have agreed to incorporate 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.

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-five (25) or more points will be subject to the progressive discipline each time his/her point total reaches twenty-five (25), as follows:

- (a) One day suspension;
- (b) Three day suspension;
- (c) Five day suspension with a final warning;
- (d) Discharge, provided, however, that, for purposes of discharge, the twenty-five (25) 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.

The imposition of progressive discipline will reduce the employee's point total by ten.

### INCIDENTS OF NON-ATTENDANCE AND POINTS

#### 1.A. MISSES (Transportation)

- (a) Any miss less than four (4) hours 5 points
- (b) Any miss four (4) hours or more 6 points
- (c) Miss of a "second half", after  
working "first half" 7 points
- (d) An employee turning in sick after a miss will be assessed points for that miss and the sick turn-in.

#### 1.B. LATENESSES (Maintenance)

- (a) Lateness with a call-in  
before the start of the shift 3 points
- (b) Lateness less than four hours  
without a call-in before the start of the shift 4 points
- (c) Lateness equal to or over four hours without a call-in  
before the start of the shift 5 points

(d) An employee turning in sick after a lateness will be assessed points for that lateness and the sick turn-in.

## II. SICK TURN-INS

(a) Each sick turn-in will be assessed two (2) points.

(b) A turn-in that establishes the pattern (as defined below) 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 that 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.

(c) Similar types of turn-ins in one (1) year will establish a recognizable pattern, as follows:

(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 days cycle as per the labor agreement.

## III. AWOL

The first AWOL will be assessed then (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.

## IV. 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 eighteen (18) or more points.

(c) Effective January 1, 2007, employees will be entitled to one (1) EAH/SAH per calendar year with proper documentation.