

MEMORANDUM OF AGREEMENT

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

AND

**TRANSPORT WORKERS UNION
OF PHILADELPHIA
LOCAL 234**

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

September 28, 2010

This agreement is made as of the 28th, September, 2010 by and between Southeastern Pennsylvania Transportation Authority ("Authority") and the Transport Workers Union of America (AFL-CIO) and Transport Workers Union of Philadelphia, Local 234, ("Union"). The 2006 agreement between the Authority and the Union shall be continued except as expressly modified herein.

1. Section 901. Term of Agreement

Five years commencing from ratification and ending at 12:01 AM on July 25, 2015. Unless specifically noted herein, all provisions are effective upon ratification of the new agreement by both parties.

2. Section 401. Wages

- (b) Effective June 19, 2011, there will be a one and one half percent (1.5%) across-the-board increase to be reflected in the wage rate manual.
- (c) Effective November 20, 2011, there will be a one percent (1%) across-the-board increase to be reflected in the wage rate manual.
- (d) Effective November 18, 2012, there will be a two and one half percent (2.5%) across-the-board increase to be reflected in the wage rate manual.
- (f) Effective November 17, 2013, there will be a three and one half percent (3.5%) across-the-board increase to be reflected in the wage rate manual.
- (g) Effective November 16, 2014, there will be a three percent (3%) across-the-board increase to be reflected in the wage rate manual.

a. **Signing Bonus.** In lieu of an across-the-board wage increase in the first year of this agreement, the Authority will pay to each full-time employee on the active payroll as of the ratification date of this agreement a lump-sum signing bonus in the amount of One Thousand Two Hundred and Fifty Dollars (\$1250.00). Said payment shall be made as soon as administratively feasible following ratification. The payment shall not be included in the base or the regular rate for overtime calculation purposes.

3. Section 505. Uniform and/or Tool Allowance

Amend: (a) \$300.00 effective with the January, 2011 payment.
 \$305.00 effective with the January, 2012 payment.
 \$310.00 effective with the January, 2013 payment.
 \$315.00 effective with the January 2014 payment.
 \$320.00 effective with the January 2015 payment.

4. Section 408. Life Insurance

Amend 408 (3) to read: A death benefit payment in the amount of \$55,000.00 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.

5. Section 405. Health Benefits

National Health Care Reform. Add a new paragraph to Section 405 as follows: "In the event that national health care legislation results in expenditures by the Authority in excess of the negotiated health care rates with its carriers/vendors, the parties agree to meet and discuss strategies for addressing such changes to maintain the existing cost structure of these benefits. In the event the parties are unable to agree on a strategy, the dispute shall be resolved through the Joint Management Cost Containment Committee referenced in Section 807 of the CTD Agreement.

6. Section 302. Transfers

Amend Section 302 (b) to read: Maintenance employees will be permitted to transfer to the Frontier and City Transit Divisions after accruing one (1) years 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.

(1) In the event the transfer of a maintenance employee would result technical deficiencies that would interfere with TPC operations, the Authority shall have the right to place a hold on the transfer for a period not to exceed six (6) months; provide that the employee shall receive credit for all seniority dating back to the date the employee would have otherwise transferred into the Frontier or City Transit Division.

(2) The decision to place a transfer on hold shall in no way effect the number of maintenance employees who may transfer during the one year periods referenced in paragraph (b) above.

7. Section 501 Scheduled Work

Add a new sentence to Section 501 1. as follows: One Section Officer will be excused from his/her tour to assist in the general picking. If manpower and/or operational requirements dictate, the Section Officer will be required to work his/her tour before and/or after the general picking.

Add a new sentence to Section 501 2. as follows: Full time mechanics will receive the first preference for overtime work.


8. Section 502 Hours of Work

Amend the first sentence to read thirty-one (31) where it now reads twenty-nine (29).

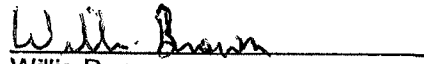
IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the day and year first above written and will recommend ratification by the Authority and the Union.

For The Authority:

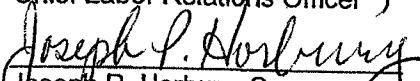
For The Union:




Frances C. Keating
Chief Labor Relations Officer



Willie Brown
President, TWU Local 234



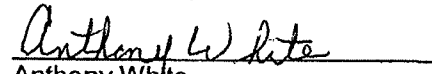
Joseph P. Horbury, Sr.
Manager, Labor Relations



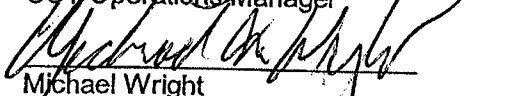
Brian Pollitt
Executive V.P., TWU Local 234



Robert Shirley
CCT Operations Manager



Anthony White
V.P., TWU Local 234



Michael Wright
Asst Chief Officer, Vehicle Maintenance

10/28/10

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MEMORANDUM OF AGREEMENT BY AND BETWEEN SEPTA AND
TRANSPORT WORKERS UNION OF PHILADELPHIA, LOCAL 234,
TRENTON-PHILADELPHIA COACH DIVISION

WHEREAS, negotiations between representatives of SEPTA and Transport Workers Union of Philadelphia, Local 234, Trenton-Philadelphia Coach Division ("Union"), resulted in a proposed Memorandum of Agreement which governs the terms and conditions of employment of the bargaining unit employees whom the Union represents; and

WHEREAS, SEPTA staff communicated to the Board the terms of the proposed Memorandum of Agreement and the terms are summarized within the pertinent staff summary; and

WHEREAS, the appropriate members of the Union have ratified the Memorandum of Agreement; and

WHEREAS, the General Manager recommended that the Board approve and ratify the proposed Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and ratifies the proposed Memorandum of Agreement by

and between SEPTA and the Transport Workers Union of Philadelphia, Local 234, Trenton-Philadelphia Coach Division, which governs the terms and conditions of employment of the bargaining unit employees whom the Union represents.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee and other proper officers of SEPTA to take all necessary and proper action including, but not limited to, amending agreements with the providers of medical, prescription and dental benefits and life insurance, in order to implement the terms and conditions of the Memorandum of Agreement and to do all other acts necessary and proper to effectuate this Resolution.