

AGREEMENT

**between
Southeastern Pennsylvania
Transportation Authority
and
Transport Workers
Union of
Philadelphia**

**Local 234 CTD
Transport Workers Union
of America/AFL-CIO
November 7, 2005**

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THIS AGREEMENT made as of the 7th day of November, 2005, by and between SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (hereinafter called the "Authority") and 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 No. 234 (hereinafter called the "Union"), as the exclusive representative of all the employees of the Authority comprising the Transportation and Maintenance Units of the property formerly owned by the Philadelphia Transportation Company (hereinafter called the "Unit") for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

WITNESSETH:

WHEREAS, the Union was certified by the Pennsylvania Labor Relations Board in Cases Nos. 41 and 46, Year of 1943, as exclusive representative as above stated; and the Authority and the Union entered into and executed a comprehensive employer-employee Agreement, dated January 15, 1965, which Agreement has been modified and its term extended by certain amendatory and supplementary agreements entered into by and between the Authority and Union; and it is desired by the Authority and the Union that the comprehensive agreement of January 15, 1965 and all agreements amendatory and supplementary thereto be combined and integrated into one comprehensive employer-employee Agreement setting forth the presently effective agreement between them, for the convenience of the parties and the employees:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Authority and the Union as follows:

**Article I
UNION**

Section 101. Union Recognition

The Union, having been certified by the Pennsylvania Labor Relations Board as above stated, is recognized by the Authority as the exclusive representative of all the employees of the Authority comprising the Unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. This Agreement relates to such employees.

Section 102. Maintenance of Membership

(a) All present employees in the Unit shall, as a condition of employment, maintain membership in the Union in good standing on and after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is the later.

(b) Employees who permanently transfer into the Unit from the Unit represented by the I.B.T. Local No. 500 shall, as a condition of employment, become members of the Union and maintain membership therein in good standing on and after the thirtieth day after such transfer becomes permanent, in accordance with Section 304 hereof, or the effective date of this Agreement, whichever is the later.

(c) All newly hired employees shall, as a condition of employment, become members of the Union and maintain membership therein in good standing on and after the thirtieth day after they are assigned to work in the Unit or the thirtieth day after the effective date of this Agreement, whichever is the later.

(d) The Union agrees to admit employees to membership without discrimination as to amount of initiation fees or dues or otherwise.

(e) The provisions of this Agreement and of this Section 102 shall not be construed or applied to require the Authority to take any action which by law is made an unfair labor practice.

(f) If a dispute arises as to whether an employee (1) is a member of the Union, or (2) has been discriminated against in being admitted to membership in the Union, such dispute shall be submitted for determination by a board of arbitration to be selected in the manner provided in Section 202 hereof. The decision of such board of arbitration shall be final and binding upon the parties.

(g) Copies of current address lists and location seniority lists of all bargaining unit members employed in a location will be provided to the Union for each location covered by the Labor Agreement by March 15 and August 15 of each year.

Section 103. Bulletin Boards

The Authority agrees to provide suitable bulletin boards at each of the principal places of business of the Authority at which large groups of employees are required to report, on which bulletin boards the Union may post notices relating to Union matters which notices are first submitted to the Authority's designated representative and which one then permits to be posted. Such notices shall be restricted to notices of meetings and elections of the Union, of Union appointments

to office and the results of its elections, and of Union social, educational or recreational affairs; and no such notice shall contain anything political, controversial or argumentative, or reflecting upon the Authority or any of its employees or any organization thereof. A bulletin board for the Union's use will also be provided in the waiting room at SEPTA's Medical Department.

Section 104. Check-Off

(a) An election having been held in accordance with the provisions of Section 6(1)(f) of the Pennsylvania Labor Relations Act and the Pennsylvania Labor Relations Board having certified that by such elections the Authority is authorized by a majority vote of all employees in the Transportation Unit and by a majority vote of all the employees in the Maintenance Unit, taken by secret ballot, to deduct from the wages of employees any dues payable to the Union, the Authority agrees that it will check-off dues payable to the Union in accordance with the following provisions:

Upon receipt of a proper written individual authorization from an employee, either direct or through the Union, the Authority will deduct from the wages of the employee such sum for one's dues in the Union as the employee shall so authorize, so long as such authorization remains in effect. The Authority will accept and act upon only such signed written authorizations as it deems to be in proper form. Such deductions shall be made once each week. The amount so deducted shall be paid over by the Authority to the Union by direct deposit in the same week it is deducted. The dues information that is currently provided to the Union on computer printout will be converted into an ASCII format, downloaded onto computer diskettes, and provided promptly to the Union.

(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 for 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.

Section 105. Excuse From Work of Representatives

(a) Upon written request by the Union to the Authority's designated representative, a reasonable number of Union representatives not to exceed on any one day more than three Union Section Officers from one location or section and not more than thirty of such representatives from the Maintenance and

Transportation Units respectively will be excused from work for a maximum of two days in any calendar week for the transaction of Union business provided such request is made not less than forty-eight hours prior to the time of such proposed absence and that such absence will not interfere with scheduled work or service; provided, however, that the Superintendent or Foreperson may excuse such a Union representative to handle grievances under Article II hereof without such amount of notice if one's being excused will not interfere with scheduled work or service.

(b) Full-time Union Officers who have been granted a leave of absence will be excused from work without limitation.

(c) Union business as used herein and throughout this Agreement shall consist of the handling of grievances under Article II hereof, the conducting of negotiations with Authority representatives, and the participation in an authorized Union activity which has received prior approval by the Authority.

Section 106. Additional Representatives

The Authority will pay five (5) employees designated by the Union at the specialist rate of pay for a maximum of forty-four (44) hours per week to perform work on grievances, health and safety and/or other labor management issues. These employees will be released full-time to perform this work and will report to the Union. These employees shall be entitled to benefits in accordance with the terms and conditions of this Agreement and will submit weekly time sheets to the Chief Labor Relations Officer on a weekly basis.

Article II

GRIEVANCE PROCEDURE; ARBITRATION

The following provisions of this section 201 shall become effective for all grievances filed subsequent to November 1, 1998. For grievances filed between July 1, 1995 and November 1, 1998 the grievance provisions of the 1995-1998 agreement shall remain applicable. For grievances filed prior to July 1, 1995, the grievance provisions of the 1992-1995 agreement shall remain applicable.

Section 201. Grievance Handling

A. Contract Grievances

In any case where the subject matter of the dispute involves the application, implementation or interpretation of any of the provision(s) of the collective bargaining agreement, the Union may file the grievance directly to the Authority's Labor Relations Department (a filing hereinafter referred to as the "Labor Relations step"); provided, however, that prior to holding a grievance hearing, an informal

meeting must be held at the location, at which time the parties, including the Chief Officer/Senior Director or designee of equivalent grade and the Union, will make an effort to resolve the matter. Any such informal meeting must be held no later than five (5) working days following the filing of the grievance.

When the subject matter of the dispute involves a policy change by the Authority which directly impacts this Labor Agreement, the Union shall have the right to initiate a grievance at the Labor Relations step. Such grievances shall be filed in writing and shall include relevant facts and the sections of the contract which are alleged to be violated and why. The grievance will also state the remedy requested.

All grievances shall be presented initially no later than the fifth day following occurrence of the event giving rise thereto. Any grievance not presented within such time shall not be considered.

A Labor Relations step hearing shall be scheduled by Labor Relations within ten (10) working days from filing of a grievance. At the hearing, the Union will present specific facts, information, documentation, testimony and witnesses in support of its position. No later than forty-eight (48) hours prior to the hearing, the Authority shall deliver to the Union at the Union's request copies of all documents, reports, memoranda, and other information requested by the Union reasonably related to the subject matter of the grievance. Upon request by the Union, Authority representatives will appear as witnesses at the Labor Relations step.

Not later than seven (7) working days following the hearing the Authority shall issue a written answer stating its disposition of the matter. If the disposition of the matter is not satisfactory, the Union may file the matter for arbitration within thirty (30) working days of receipt of the answer.

B. Disciplinary Grievance Process

(a) Investigation/initiation of charges/informal hearing

(1) Upon receiving information that indicates an employee may have committed a disciplinary infraction, or upon an employee being barred from work under the provisions of paragraph D of this Section 201, the Director, Deputy Director or Assistant Director will place a notice in the Union Section Officer's mail box indicating that he/she is initiating a comprehensive investigation to determine if disciplinary charges are appropriate. The Authority will provide a mail box at each location that has a Section Officer. Time limits under this section shall not begin to run until such notice has been afforded. In the case of an investigation

triggered by the suspicion that an employee is engaged in knowingly improper fare registration, theft, fraud, or criminal misconduct, the Authority may conduct an investigation to gather evidence of new acts of misconduct that would serve as a basis to discipline an employee without prior notice to the Union, provided, however, that within two (2) working days of obtaining such evidence, notice shall be provided to the Union Section Officer along with all documents, reports and other information related to the matter.

(2) During the investigation, the Director, Deputy Director or Assistant Director will provide all relevant information, e.g. employee and witness statements to the Section Officer, as this information becomes available, and the Union will similarly provide such information to the Director, Deputy Director or Assistant Director. If, upon completion of the investigation, which must be completed within thirty (30) calendar days of notification that an investigation has begun unless extraordinary circumstances exist, disciplinary charges are to be issued, the Director, Deputy Director or Assistant Director will meet with the employee being charged and the Section Officer at an informal hearing held within seven (7) calendar days of the completion of the investigation to discuss the charges, to provide copies of and review all the evidence supporting the charges, to obtain the employee's explanation, and to indicate a proposed disposition of the charges. If the disposition of the matter is not acceptable to the employee or the Union either may request a formal hearing within five working days of being advised of the Authority's proposed disposition of the matter. No discipline will be issued prior to the formal hearing which will be scheduled by the Director, Deputy Director or Assistant Director.

(3) If an employee fails to respond to the interview list, to satisfy the obligation of conducting an informal hearing within seven (7) calendar days, a hearing will be scheduled thirty (30) minutes prior to his 1st or 2nd half report or thirty (30) minutes after his 1st or 2nd half finish during the next seven (7) days. If the employee fails to appear at the scheduled meeting, the informal hearing will be held in their absence.

(b) Formal Hearing

(1) A formal hearing will be conducted at the aggrieved employee's location by a Chief Officer/Senior Director or his/her designee, provided, however, that such designee (i) shall not conduct formal hearings at the location to which he or she is assigned and (ii) does not have a rank below Director, at a time mutually acceptable to the Chief Officer/Senior Director or his/her designee and Union Staff

Officer. The Union will be represented at the hearing by two Section Officers and one or more Staff Officers of the Union.

Formal hearings shall be held on a weekly basis, if necessary, at the employee's location at a time mutually acceptable to the Chief Officer/Senior Director or his or her designee and Union Staff Officer. Formal hearings shall be held no earlier than three (3) working days and no later than ten (10) working days following receipt of the request for a formal hearing. If the Union Staff Officer postpones the scheduled hearing or is unavailable to schedule one within the prescribed time, the Authority may notify the Union President or his designee, who will schedule a meeting no later than five (5) working days after such notification.

(2) At the formal hearing in all disciplinary cases, the representative of the Authority who preferred charges will present the evidence upon which the Authority relies to support its position in the matter and the Union will present the evidence upon which it relies to support its position. Authority witnesses must be present and subject to cross examination by the Union. If a witness is not available to attend the hearing, the Director, Deputy Director or Assistant Director and a Union representative will arrange for a joint interview to be conducted by the Director, Deputy Director or Assistant Director and a Union representative at a mutually convenient date, time and place. The information and any documentation received at the joint interview may be considered in determining the results of the hearing. Where a witness fails to appear, the Authority shall not be permitted to introduce reports containing statements by such a witness in support of the disciplinary action, unless such an arrangement is jointly agreed. The employee will have an opportunity to address the Chief Officer/Senior Director or his/her designee and to answer questions. In cases involving public complaints, if the public complainant fails to either testify or 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.

Chain of custody documents may be introduced at formal hearings without authentication of a witness representing the Authority's Medical Department, however Medical Department witnesses may be called to testify in cases where the chain of custody document itself is material to the dispute.

Police reports may be introduced without a witness on the basis of a joint interview with the officer who wrote the report.

The Chief Officer/Senior Director's or his/her designee's decision with respect to charges heard at a formal hearing will be made in writing within five (5) working

days of the conclusion of the hearing, a copy of which shall be faxed and mailed to the Union.

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 mailing and/or faxing a copy of the letter to the office of the Union's President.

(c) Labor Relations Step

(1) If the disposition of the matter at the formal hearing is not satisfactory to the Union, it may be referred to the Labor Relations Step of the grievance procedure by the designated representative of the Union giving written notice to the Authority's Labor Relations Department. Such written notice shall be filed not later than three (3) working days following the receipt of the answer of the Chief Officer/Senior Director or his/her designee by the Union.

(2) No later than forty-eight (48) hours prior to the hearing, the Authority shall deliver to the Union at the Union's request copies of all documents, reports, memoranda, and other information reasonably related to the subject matter of the grievance.

(3) The Labor Relations step of the disciplinary grievance process will be conducted by SEPTA's Labor Relations Department. There shall be a meeting at least once each week at a time and place that is mutually convenient to discuss disciplinary grievances which have been appealed to such step. Grievances that are to be discussed must be properly scheduled at least two (2) working days prior to the Labor Relations Step hearing. Arrangements will be made to hold hearings on grievances appealing discharges of employees on more than one day each week, as necessary. Either party shall have the right to call a special meeting to discuss emergency matters.

(4) At the Labor Relations step, the Union will be represented by one (1) Section Officer and at least one Staff Officer of the Union. The facts presented at the earlier steps will be presented by a representative of the Union and of the Authority, and additional information relevant to the case may be presented. Each side may present arguments. The grievant will also be given an opportunity to address the Labor Relations Step hearing officer.

(5) Not later than seven (7) working days following the Labor Relations Step hearing, the Authority shall give its answer stating its disposition of the matter.

C. Progressive Discipline

(1) Positive Performance Counseling Program

(a)(1) **Discipline and Discharge:** The Authority shall have the right to discipline or discharge employees for just cause.

(2) **Progressive Discipline:** When appropriate, progressive discipline will be imposed as follows:

- Verbal Warning
- Written Warning
- 1-Day Administrative Suspension
- 3-Day Suspension (2 days administrative and 1 day without pay)
- Discharge

All suspensions for attendance related infractions will be administrative. Disciplinary suspensions will not be served until the completion of the Labor Relations step.

(3) **Signal Violations:** Employees who have committed signal violation(s) will receive a five (5) day suspension (4 days administrative and 1 day without pay) and may be subject to drug and alcohol testing in accordance with the Authority's Drug and Alcohol Policy. A second signal violation within twenty-four (24) months will receive a ten (10) day suspension (9 days administrative and 1 day without pay) and may be subject to drug and alcohol testing in accordance with the Authority's Drug and Alcohol Policy. A third signal violation within twenty-four (24) months will result in discharge. However, an employee who has tested positive for drugs or alcohol after committing any signal violation shall be subject to immediate discharge. Nothing in this section shall limit or preclude the Authority from imposing disciplinary measures, up to and including discharge, for serious safety violations other than signal violations, or from requiring an employee who has committed a serious safety violation other than a signal violation from submitting to reasonable cause or post-accident drug and alcohol testing.

(4) 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).

(5) SEPTA will provide notice of a potential violation from an SQR ride to a representative of Local 234 within seven (7) days of the SQR ride.

(6) Positive Performance Counseling Program: 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 set forth in this section to foster a more healthful and productive environment in which to address problems in the work place. Counseling sessions convened in accordance with the following provisions shall be conducted with these purposes in mind. Employees will be counseled by a Director, Assistant Director, or Maintenance Manager.

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 Labor Relations step grievance, if a grievance is filed.

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:

(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 Labor Relations step of the grievance procedure, the employee's active employment will terminate unless the Union requests final settlement of the matter, with a "last chance." 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 Section 202 of the Labor Agreement within thirty (30) working days from the receipt of the Labor Relations step answer.

(iii) A "last chance" will consist of a one (1) day suspension, in lieu of discharge, followed by a one 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 Director or designee 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 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.

(iv) 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 Sections 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.

(v) An employee shall be eligible for only one “last chance” in his or her career.

D. Barred from Work

Employees shall not be barred from reporting for work except for offenses set forth in Section 1203, 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.

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

Employees who have been barred from work will receive a formal hearing not later than fifteen (15) working days from the date barred from work or be returned to work.

Employees who have been barred from work shall, upon reinstatement 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.

E. Accidents

(1) For the purposes of determining discipline in the Transportation Department, two “preventable” accidents shall be treated as the equivalent of one “chargeable” accident. When an operator claims a vehicle defect contributed to an accident, a section officer, if one is available, will be present when the mechanical investigation is ongoing. Such investigation will take place before “No Trouble Found” (NTF) is issued and used as a justification for operator discipline.

(2) All accidents resulting in discipline must be classified by the time of the informal hearing. If they are not classified, the hearing will be rescheduled within twenty-four (24) hours.

Where it becomes necessary to reschedule the informal hearing due to an accident not being classified, and a discharge is reduced, the employee will be paid for each day he/she was held off beyond the discipline assessed in his/her case.

F. Discharges

(1) In any case where an employee has been discharged, the hearing at the Labor Relations Step of the grievance procedure will not be held until one shall have turned into the Authority all property of the Authority theretofore delivered to one, and the hearing will not be held until the employee shall have settled all accounts with the Authority. If the employee has not settled 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.

(2) In discharge cases, the Authority shall make available to the Union within seven (7) days after the Labor Relations Step response, copies of the record of the employee for the last three years.

G. Union Representation

The Authority will allow pay to working employees who are union representatives for loss of work time when attending grievance meetings with Authority representatives during their regularly scheduled working hours in an amount not to exceed 2,112 pay hours per month, the distribution of these hours to be mutually agreed upon by the Union and the Authority quarterly in advance. The allowance of time off with pay will be made in the following manner.

(1) MAINTENANCE GROUPS

Two (2) Union grievance representatives will be paid for time lost during their regularly scheduled work hours when attending scheduled formal grievance meetings with Authority representatives; provided, however, that no more than one (1) Union grievance representative at a time will be permitted to attend labor relations step hearings. The Union and Authority shall cooperate in the efficient scheduling of all grievance meetings.

(2) TRANSPORTATION GROUPS

Two (2) Union grievance representatives will be paid four hours or their second half off with pay when attending scheduled formal grievance meetings with Authority representatives; provided, however, that no more than one (1) Union grievance representative at a time will be permitted to attend labor relations step hearings. The Union and Authority shall cooperate in the efficient scheduling of all grievance meetings.

(3) MAINTENANCE AND TRANSPORTATION GROUPS

In addition to the allowances of time off with pay outlined in (1) and (2) above and within the maximum extent of the allowance specified for the respective group, Section Officers who attend grievance hearings who are scheduled to work at night or who attend such hearings on one of their days off or during their vacations will be excused with pay for a half-day on the scheduled work day immediately preceding or following the day of the Labor Relations step grievance hearing.

(4) GENERAL

The individual Union representatives to whom the allowances will be made will be determined by the Union. Union grievance representatives as defined above will be duly elected or appointed section representatives and will be confirmed as such in writing by letter from the local Union President. 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.

Aggrieved employees whose presence at grievance hearings is requested by the Authority will be reimbursed by the Authority for loss of any regularly scheduled working time resulting from such attendance.

The word "group" as used herein means the employees, whether at one or more locations of work, who it is mutually agreed by the Authority and the Union shall be represented by particularly specified Union grievance representatives for them.

H. Joint Labor-Management Alternative Dispute Resolution Program

Effective on November 1, 1998, the parties agree to establish a joint labor-management alternative dispute resolution program to be funded by the Authority at the rate of 0.7 cents (\$.007) multiplied by 40 hours multiplied by the number of bargaining unit members, payable weekly into a jointly administered fund. The program shall be chaired, and the funds administered, by the Chief Labor Relations Officer and the President of the Union. This fund will be used for the purpose of developing alternate dispute resolution mechanisms and the mediation of disputes arising under this labor agreement, including to pay the salary of one (1) Union staff person to assist in this effort.

The parties agree to form a Joint Labor-Management Committee, which, with a third-party facilitator, will consist of two (2) representatives appointed by the President of the Union and two (2) representatives appointed by the Chief Labor Relations Officer of the Authority, to consider issues relating to discipline and morale and to develop and recommend solutions that will cause a reduction in grievances.

I. Miscellaneous

(1) Any employee believing oneself to be aggrieved will be interviewed by their location Director or designee for the purpose of trying to resolve the matter without resorting to the grievance procedure.

(2) 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 the consent of one's Director or designee or Foreperson.

(3) The Union will notify the Labor Relations Department, in writing, when an employee who is dropped from the rolls for expiration of sick leave has a disputed workers compensation claim. The time limits for filing a grievance included in Section 201 for such employee will not begin until the workers compensation claim is resolved and the Union receives notice of resolution from the Authority.

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

(5) In any case where an employee elects to appear on behalf of oneself, one's Union section officer shall be notified by the Director or designee or Foreperson, or if an employee has been represented by the Union Section Officer at a hearing before the Chief Officer and later elects to appear on behalf of oneself at a subsequent step of the grievance procedure, the Union shall be notified by the Authority, and the appropriate Union representative shall also have the right to be present at all hearings and negotiate with respect to the disposition of the grievance. In any case where an employee elects to appear on behalf of oneself and the Union representative does not find it convenient to attend a hearing within three (3) days of such notification, such employee need not wait longer for such Union representative to attend the hearing and the same may then be held at the mutual convenience of such employee and the representative of the Authority.

(6) 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. Public complainants will be interviewed in the presence of a Union representative, provided that 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 regardless of whether the Union representative was present.

(7) All discipline entries including white card verbals must be initialed by the employee or by his/her Section Officer if the employee refuses. Employees shall be given a copy, upon request, of everything they sign including documents signed at SEPTA Medical. This requirement shall not apply to Cashiers. Cashier interviews that do not involve discipline will be conducted on the telephone or in person by a Supervisor visiting the Cashier's work location.

Section 202. Arbitration

The following provisions of this section 202 shall become effective for all grievances submitted to arbitration subsequent to July 1, 1995. For grievances submitted to arbitration prior to July 1, 1995 the arbitration provisions of the 1992-1995 agreement shall remain applicable.

(a) In the event the disposition of a grievance at the Authority's Labor Relations Step is not satisfactory to the Union, the Union may cause the grievance to be referred to a board of arbitration as hereinafter provided. The Board shall be comprised of three (3) members, one (1) designated by the Union, one (1) designated by the Authority, and an arbitrator. If the Union elects to go to arbitration, the Union shall refer the grievance in writing to the Authority no later

than thirty (30) working days after the day of the receipt by the Union of the Labor Relations Step reply from the Authority stating its disposition of the matter. Whenever the subject matter of grievances involves identical factual situations, and the identical provisions of the collective bargaining agreement, the Authority and Union may agree to consolidate such grievances for purposes of consideration in one arbitration.

(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 an arbitrator as hereinafter provided. The party desiring to refer such a matter to arbitration shall refer such matter in writing to the other party.

Whenever the subject matter of grievances involves identical factual situations and the identical provisions of the collective bargaining agreement, either the Authority or Union may request arbitration of one of such grievances. The grievance to be arbitrated will be chosen by mutual agreement of the parties. However, if the parties are unable to agree, the grievance to be arbitrated will be chosen by lottery. The time limit for submitting the other identified grievances to arbitration will be extended to seven (7) working days following the date the award is received by the parties. This paragraph will not apply to discharge cases.

(c) The arbitrator shall be selected from a permanent panel of at least six (6) arbitrators, each of whom will initially designate two days per month in which he/she will hear TWU-SEPTA cases. A side letter shall be signed by the parties specifying the composition of the permanent panel and the panel referred to in paragraph (d) of this Section 202. All cases filed for arbitration will be assigned to the next available date of an arbitrator on the permanent panel or on the panel referred to in paragraph (d) hereof.

(d) For the purpose of eliminating any backlog of arbitration cases awaiting arbitration as of the effective date of this agreement, the parties shall utilize, in addition to the permanent panel of arbitrators, a second panel of arbitrators. The second panel of arbitrators shall also be composed of six (6) arbitrators who shall designate one (1) day per month in which they will hear TWU-SEPTA cases, all in accordance with the side letter referred to in paragraph (c) above.

(e) Between November 1, 1998 and November 30, 1998, the four arbitrators designated in the Memorandum of Agreement, dated October 22, 1998, will be removed from the arbitration panels. The Union will select two replacements from the second panel for Panel 1. Every eighteen (18) months thereafter, beginning in

October 1999, each party may strike and/or protect one (1) arbitrator from the primary list.

The party who intends to strike shall go first. The non-striking party can then protect the arbitrator initially struck or choose to strike another arbitrator from the list. If the non-striking party protects the arbitrator initially chosen, the striking party can elect to strike a second arbitrator without objection. The non-striking party then selects a replacement from the Panel 2.

Replacement arbitrators for the Panel 2 will be selected by striking names from a list obtained from the AAA.

(f) 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 arbitrator. The arbitrator's award and opinion shall be rendered within thirty (30) calendar days after the record before the arbitrator is closed.

(g) The decision of the board of arbitration or of 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, neither the board nor a majority thereof nor the Chairperson shall 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.

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

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 14 working 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) working days from the date the dispute is resolved.

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 50% of his/her net pay in any given week.

(i) In case any testimony by a secret investigator of the Authority is offered, it shall be given only before the arbitrator with no one else present except for the Authority advocate who shall conduct direct examination, and the Union advocate who shall conduct cross examination, and such a witness shall be referred to only by number so that one's identity shall not be disclosed. The panel members shall have the right to hear the testimony of the investigator and to cross-examine the investigator, as in Arbitration Case #14-30-1855-80, in secrecy.

(j) In any case where the matter in dispute involves the question of knowingly improper registration of fares 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 improper registration of fares, theft, having been under such influence, or willfully leading an unauthorized work stoppage, as the case may be, and if it is determined that in fact there was knowingly improper registration of fares or was theft or such influence or such willful leading of a stoppage, then the action of the Authority based thereon shall be sustained.

(k) The following provisions will govern the compensation of the arbitrator and the payment of any charges:

(1) In the event a case which is filed for arbitration results in the Authority's Labor Relations step answer being upheld in full, the Union will pay the arbitrator's compensation and charges.

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

(3) In the event a case which is filed for arbitration results in the Authority's Labor Relations step answer being upheld in part and reversed in part, the compensation and charges of the arbitrator will be shared equally by the Authority and the Union and paid to the arbitrator individually.

(4) In cases of settlements, if the Labor Relations Step answer is overturned in full the Authority will pay the cost of the arbitrator if any; if the Labor Relations Step answer is upheld in part and reversed in part, the parties will split the cost of the arbitrator, if any. If the Union withdraws a case from arbitration and the Labor Relations Step answer stands, the Union will pay the cost of the arbitrator, if any.

(5) In cases of postponement, the party requesting the postponement will pay the arbitrator's charges, if any.

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

(m) (1) It is agreed that once each month a Labor Relations Representative and Union representative will conduct a case review meeting for those cases scheduled for arbitration for two months hence. At this meeting, the parties will undertake a comprehensive review and evaluation of the cases in an effort to resolve the dispute by mutual agreement.

(m) (2) If within five (5) working days of this case review meeting, the parties agree to resolve, settle, or drop any case and it is withdrawn from arbitration, another pending arbitration case will be scheduled into the vacancy created by the decision to withdraw.

(m) (3) For purposes of designating the grievance to be substituted in place of the withdrawn grievance, the Union will identify to the Authority three (3) grievances awaiting arbitration, of which two (2) will be disciplinary or discharge grievances and one (1) will be a contract grievance, if available. One (1) of these three (3) grievances will be selected by the Authority to fill the open slot.

(m) (4) A settlement agreement must be signed and dated by both parties before the case is withdrawn from arbitration and another case substituted.

Section 203. Exclusion of Non-Working Days

In the computation of time under any of the provisions of this Article II, Saturdays, Sundays, and Holidays shall be excluded, except as otherwise specifically provided.

Section 204. No Strike

During the term of this Agreement, no employee shall participate in any strike, slow-down, sit-down, stay-in or other stoppage of work.

Section 205. Expedited Arbitration

(a) The Expedited Arbitration Panel shall consist of one Authority-appointed member, one Union-appointed member and one neutral member. The neutral member will be selected by the parties to serve for a period of six months and may be eligible for selection to a later panel. The other members of the panel may change from hearing day-to-hearing day or from case-to-case.

(b) The Expedited Arbitration Panel shall meet no less frequently than once a month and will hear and decide all grievances submitted by the Union concerning disciplinary actions short of discharge and such other cases as are submitted by mutual agreement.

(c) By submitting a case to Expedited Arbitration, the parties waive their rights to arbitrate the grievance under Section 202. The decision to submit a case to Expedited Arbitration (whether by the Union as of right in disciplinary cases or by agreement in other cases) shall be made within 30 days of receipt by the Union of a third level grievance reply.

(d) Expedited Arbitration hearings shall be governed by Section 202, except as modified by the following procedures:

(i) The time and date of the hearing of a particular case must be agreeable to the parties.

(ii) Each party may select an advocate and will be limited to no more than two (2) additional witnesses. The Panel is prohibited from calling any additional witnesses. Each party shall inform the other, in writing and stating case name and number, of the identity of its witnesses at least ten (10) working days prior to the date of hearing.

(iii) Each party shall have no more than thirty (30) minutes to present its case, including all testimony, documents, rebuttal and argument. Once either party

has presented evidence in support of its case, there will be no adjournments or postponements of the hearing. Post-hearing briefs will not be allowed.

(iv) There shall be no transcripts or electronic records made of the hearing.

(e) The Expedited Arbitration Panel shall issue a written Award and Opinion, not to exceed two (2) 8" x 11" double spaced pages in length, no later than fifteen (15) days following the date of the hearing. Awards of the Panel shall be final and binding upon the Authority, the Union and any employee(s) affected by the grievance, but shall be non-precedential and shall not be used or referred to by either party in any other forum. However, the neutral arbitrator will consider himself/herself bound by decisions set within his/her six (6) month term and all such decisions shall be consistent.

(f) All costs of Expedited Arbitration will be shared by the parties in accordance with Section 202(k).

Article III

SENIORITY; TRANSFERS; DROP-BACKS; LAY-OFFS

Section 301. Authority Seniority

(a) Whenever in this Agreement the terms Authority seniority and service are used, they include all seniority and service with the former Philadelphia Transportation Company prior to October 1, 1968.

(b) Except in the case of an employee required to undergo training as a trainee before appointment, Authority seniority of an employee dates from one's first day of assignment following which one's service has been continuous and uninterrupted.

(c) In the case of an employee required to undergo training as a trainee before appointment, Authority seniority will date from the first day of work as a trainee following which one's service has been continuous and uninterrupted. The time spent in training as a trainee will not be counted as service for purpose of determining the time of increases in gradation pay.

(d) As is provided above, Authority seniority of an employee relates to service which has been continuous and uninterrupted; and in case of an employee who has had more than one period of service so that all of one's service has not been continuous and uninterrupted, one's Authority seniority relates only to the last period of service. Reference above to first day of work, therefore, relates either to the employee's only period of service or one's last period of service, as the case may be. Whether service heretofore has been continuous and uninterrupted is to be

determined in accordance with the applicable regulations which were in effect at the time of the occurrence of an act which gives rise to any question with respect thereto. Service hereafter shall be regarded as continuous and uninterrupted unless Authority seniority is lost as provided in Section 312 and Authority seniority shall accrue and continue to accrue hereafter unless so lost.

Section 302. Seniority (Other Than Authority)

(a) For the purposes of this contract the following shall be taken as the Departments and Divisions of the Authority:

1. Surface Transportation Department
 - A. Surface Rail and Trackless Trolley Division
 - B. Bus Division
2. Subway-Elevated Transportation Department and Division
3. Surface Rolling Stock and Shops Department and Division
4. Subway-Elevated Rolling Stock and Shops Department and Division
5. Facilities - Power Department
 - A. Electrical Maintenance and Construction Division
 - B. Overhead Distribution Division
 - C. Railway Signal System Division
 - D. Substation Maintenance and Operation Division
 - E. Underground Distribution Division
6. Facilities - Buildings and Way Department
 - A. Buildings Division
 - B. Track Division
 - C. Treasurer's Division
7. Revenue and Equipment Operations Department and Division

(b) Departmental seniority, division seniority, location (or depot) seniority, group seniority and job seniority of an employee respectively date from one's first day of assignment in a permanent assignment to a regular position in the department, division, location, group or job, except in the case of an employee who is transferred to a new department, division, location, group or job as provided in Section 304, in which case one's seniority with respect thereto dates from the day

specified in said Section; and except as provided in the following subparagraph (1), (2), and (3):

(1) An employee who is promoted to fill a permanent vacancy in a higher job will be given job seniority in that job retroactive for the period that the vacancy being filled has continuously existed on either a temporary or permanent basis, provided however, that such employee shall not be given job seniority predating that held by any employee regularly assigned to the job.

(2) An employee who is promoted to a higher job by reason of a temporary increase in complement will accrue job seniority in that job when the temporary increase in complement is authorized for a period of sixty (60) days or more.

(3) An employee who voluntarily returns to the next lower job will be given one's seniority position at the bottom of that job for purposes of future promotion or back-fills. Such employee will resume one's former job seniority in such lower job for all other purposes. If going below more than one classification, such employee will take the relative seniority position of the employee whose place one fills, except that an employee who has been promoted to fill a permanent vacancy in a higher job may return voluntarily to the lower job from which one was promoted, without loss of one's original seniority in that lower job, within the first fourteen (14) calendar days of one's assignment in the higher job, if during the period of six (6) months immediately preceding the permanent vacancy one was not given an opportunity to work in the higher job.

(c) Such respective types of seniority will be lost by ceasing to work in the department, division, location (or depot), group or job (subject to being resumed as provided in Sections 304 and 309); and all such types of seniority will be lost by being laid off, or as provided in Section 312. If an employee loses any such seniority and later returns to the department, division, location (or depot), group or job, one's seniority with respect thereto will date from one's most recent first day of assignment therein.

(d) When an employee is temporarily transferred to any other job in the Authority, one's name will remain on the pertinent seniority lists for the job from which one transferred, and one will retain such seniority. An employee temporarily transferred will not acquire any new seniority for the job to which one is temporarily transferred.

(e) When an employee is appointed to a supervisory job, there will be a probationary period of ninety (90) days to determine fitness and desire for the job to which the appointment was made before the appointment will be permanent. At any time during the probationary period, if the employee is not fully qualified, one may be returned by the Authority to one's former job or one may voluntarily return thereto if one desires and such return shall be without any loss of any seniority one had with respect to one's former job. If one remains in the supervisory job at the expiration of the ninety (90) day period; one will lose any and all seniority rights one had with respect to one's former job.

(f) Effective July 1, 1995, should an employee covered under Section 302(a) 1(A), 1(B), 2, 3, 4, 5, & 6 be temporarily assigned to a supervisory position, such assignment will be limited, to the extent possible, to a 120-day continuous period for such assignment. Employees will be notified that they are not entitled to Union representation by Local 234 during the period in which they backfill. If an assignment extends beyond thirty (30) consecutive days, such employee's vacated shift and days off will be available for pick by other employees in order of class seniority. If said employee returns to his previous position, he will be assigned to his former shift and days off until the next work group pick. The Authority will make every effort to accomplish such temporary assignments outside an employee's regular work location. No employee shall perform bargaining unit work during any part of a week in which the employee was on a temporary supervisory assignment.

(g) (1) No employee temporarily assigned to a supervisory position at the time a picking commences shall be permitted to pick.

(2) Employees of the City Transit Division will be permitted to transfer under the terms of Section 304 of the CTD agreement to the Frontier Division and thereafter will be governed by all the terms of the Frontier Division agreement.

(3) After an employee accumulates 120 days in temporary supervisory assignments, the employee will accrue only Authority seniority. Adjustments to seniority will be made on a semi-annual basis.

(h) If an employee is on a temporary Supervisory assignment thirty (30) days prior to the beginning of his/her picked vacation and is not expected to return prior thereto, the Authority shall post a notice advising the other employees that such vacation period is available for picking by seniority among employees with lesser seniority than employees on temporary assignment.

(i) If, during a period between general pickings, an employee covered under Section 302 (a) 1. or 2. is temporarily assigned to a supervisory position which exceeds thirty (30) days, the employee's run will be subject to a line move-up picking. Upon accepting such a temporary assignment, the employee will be notified that the employee is not entitled to union representation by Local 234 during the period thereof. If, during said period, such employee returns to the employee's regular position, the employee shall be placed at the top of the slate and shall be subject to hold-down pickings.

Section 303. Craft Seniority

For all employees hired on or after November 17, 2005, craft seniority shall commence as of the day an employee is awarded a position of apprentice, helper or higher in a particular craft and may be used only for the purpose of bidding for positions vacated or new positions established within the craft. Jobs within a particular class shall be selected by persons of that class and craft according to their craft seniority. In the event of a tie, the job will be awarded according to the employees' class seniority. An employee cannot hold two craft seniorities at any time. Once an employee bids out of his or her craft and is awarded a position in another craft, he or she shall lose his or her craft seniority in the vacated craft and will be placed at the bottom of the craft roster in his or her newly selected craft. Except in instances of retrenchment or involuntary transfer, an employee's craft seniority shall be location-specific. Any employee who voluntarily transfers to a new location shall lose his or her respective craft seniority.

All corresponding sections of the Agreement shall be revised to reflect craft seniority.

One year after ratification of the Agreement and after each successive one-year period thereafter, either party may give notice that it does not wish this provision to remain in the Agreement. In the event either party exercises this right, employees, seniority rights shall be determined by reference to the seniority system in place in the parties' 2004 Agreement. In the event neither party exercises this right, upon the expiration of this Agreement, this sunset provision shall expire, and the craft seniority system shall be incorporated into the Agreement. In the event that SEPTA and the Union do not enter into a Joint Apprenticeship Training Program Agreement on or by November 1, 2007, this provision will cease to exist and be deleted from the Agreement, and employees' seniority rights during the term of this Agreement will be solely determined by reference to the seniority system in place in the parties' 2004 Agreement.

Employees hired before November 17, 2005, may utilize craft seniority against employees hired after the ratification date of this Agreement, but may not utilize it against other employees hired before the ratification date of this Agreement. No employee hired before the ratification date of this Agreement shall be bumped in any respect by virtue of an employee's craft seniority.

Section 304. Ties in Seniority

In cases where seniority of two or more employees dates from the same first day of work, the ties will be resolved as follows: (a) for ties in job seniority, the group or location (depot) seniority will control; (b) for ties in group or location (depot) seniority, the division seniority will control; (c) for ties in division seniority, the departmental seniority will control; and (d) for ties in departmental seniority, the Authority seniority will control; and (e) for ties in Authority seniority, the times of the first days of work will be taken where they can be ascertained from Authority records and the earlier time shall take precedence, and in case they are tied or if they cannot be so ascertained, the tie will be resolved by taking the Authority account numbers of the tied employees and the lower account number shall take precedence.

Section 305. Transfers

(a) An employee who desires to transfer within one's division or to another division within one's own department shall make written application to one's division head or one's department head.

(b) An employee who desires to transfer to another department shall call personally at the Employment Department and file written application there.

(c) Each employee filing an intra or interdepartmental transfer will be given a copy of the completed transfer application form, or a receipt for such transfer at the time of application.

(d) Before employees may transfer pursuant to this Section 304, employees who are Medically Disqualified pursuant to Section 504 will be given the right to transfer as provided in that Section.

(e) Vacant or new jobs not filled by promotion will be filled by transfer of employees from other jobs, groups, or locations (depots) within the same division who meet all qualifications for the job and are fully qualified to perform all of the work of the job to which the transfer is to be made. Such transfers will be made from among those employees so qualified whose applications, made as provided in subsection (a), are on file at the time the vacancy or new job occurs, and will be made in the order of division seniority. If such qualified employees are not available

within the same division, the vacant or new jobs will be filled by transfers of employees from other divisions within the same department who meet all qualifications for the job and are fully qualified to perform all of the work of the job to which the transfer is to be made. Such transfer will be made from among those employees so qualified whose applications, made as provided in subsection (a), are on file at the time the vacancy or new job occurs; and will be made in the order of department seniority. If such qualified employees are not available within the same department, the vacant or new jobs will be filled by transfer from among those employees so qualified whose applications, made as provided in subsection (b), are on file at the time of vacancy or new job occurs; and such transfers will be made in the order of Authority seniority. Whenever there are no qualified employees on the transfer files, the Authority will advertise any maintenance job for seven (7) days before filling it with a newly hired employee. Among employees who file for transfer as a result of said advertisement, the selection from among qualified applicants will be made in the same order as if they had filed transfers as set forth heretofore.

(f) There will be a probationary period of sixty (60) days, to determine fitness and desire for the job to which the transfer was made, before the transfer will be permanent. At any time during the probationary period, if the employee is not fully qualified, one may be returned by the Authority to one's former job, or one may voluntarily return thereto if one desires; and such return shall be without loss of any seniority one had with respect to one's former job. The probationary period for transferred employees requiring formal instruction will begin at the completion of the training period. Any transferred employee who fails to work on at least three-fourths of the working days within the probationary period may be required by the Authority to commence a new probationary period of sixty (60) days to prove one's fitness for the transfer, and in such a case one's new seniority will be related to such new probationary period.

(g) During the probationary period the transferred employee's seniority with respect to one's former job will be maintained. If one is not returned by the Authority or does not voluntarily return to one's former job by the end of the probationary period the transfer will then become permanent. One's name will then be removed from the seniority list for one's former job and will be added to the seniority list for one's new job as of the first day of one's probationary period. An employee who is permanently transferred to another location, division or

department will be permitted to take the vacation period picked at the releasing location.

(h) If an employee who has been so permanently transferred is later returned to one's former job by an act of the Authority one will resume the same seniority with respect to one's former job that one would have had had one remained there and not been so permanently transferred; but if one later voluntarily returns to one's former job one will not resume one's same seniority with respect to one's former job but will be placed at the bottom of the appropriate seniority lists.

(i) Where an employee is permanently transferred to a job in another collective bargaining unit of employees of the Authority and one is later returned to one's former job by an act of the Authority one will resume the same seniority with respect to one's former job that one would have had had one remained there and not been so permanently transferred; but if one later voluntarily returns to one's former position one will not resume one's same seniority with respect to one's former job but will be placed at the bottom of the appropriate seniority lists.

(j) No employee in the Transportation Department will be eligible for intradepartmental transfer until one shall have completed six (6) months of service in the job into which one was hired. At each transportation location, the six (6) month requirement may be waived when employees desire to transfer to another transportation location which would require new hires. After completion of twelve (12) months of service as indicated above, one will be eligible for interdepartmental transfers.

(k) (1) An employee who accepts a transfer under this Section 304 and 306 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.

(2) Any employee hired March 15, 1979 or thereafter who accepts a transfer under Article III 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.

(3) No employee in the Maintenance sections (302 (a) 3,4,5,6 &7) will be eligible for intradepartmental transfer until one shall have completed six (6) months of service in the department into which one was hired. After completion of twelve (12) months of service, one will be eligible for interdepartmental transfer. However,

the time spent by a new employee in a formal training program provided by the Authority will not be considered in the calculation of the service by an employee to be eligible for transfer.

Notwithstanding the time limits above, Maintenance employees will be eligible to make an intradepartmental transfer prior to the Authority filling a vacancy from outside the bargaining unit.

When all transfer applications from Transportation Department employees are acted upon, and before new hires are assigned as an operator, Maintenance Custodian Drivers may apply for the position of Bus Operator after he/she has completed six (6) months of service. Such employees will be transferred with sixty (60) days of acceptance for the job of Bus Operator.

(4) Any employee who accepts an interdepartmental transfer under the above paragraph 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 interdepartmental job until twelve (12) months shall have elapsed following such return to one's former job.

(l) In the maintenance departments and divisions the Authority shall make the employees of a location aware of known pending vacancies in the location by a bulletin board notice. This procedure is to afford the employees of that location the first opportunity to fill a pending vacancy. If the job is not filled within the location, notice will be given in all maintenance departments. A Section Officer will sign off and date notices of job vacancies prior to posting. The notices shall be posted for at least fifteen (15) days before the job is declared vacant, allowing employees an opportunity to take the preliminary, written tests and submit a transfer to the position in accordance with this section. A written receipt will be given to an employee upon making application for the written test. Transfers made pursuant to this paragraph will be made on the basis of location seniority.

(m) Employees will not be eligible for transfer if the result of such transfer places the employee under direct supervision of a relative or indirect (within the same chain of supervision). A relative for purposes of this agreement shall mean a person who is a spouse (whether by marriage or common law), or by virtue of blood or adoption, a parent, child, brother, sister, aunt, and uncle.

New Transfer System

The parties agree to implement a new electronic transfer system with terminals located at all major locations identified by the parties. The system will be designed

by the Authority with review and input by the Union. Below is the new Section 305, which will replace the current Section 305 in total as soon as the Authority completes the installation of all equipment.

(a) Any employee who desires transfer shall enter their preferences, up to a maximum of five (5), into the electronic transfer book in their desired priority order. The preferences can be modified at any time except after noon on Wednesday, when vacancies will be filled. The employee will receive a receipt at the time the entries are made.

(b) Before employees may transfer pursuant to this Section 304, employees who are Medically Disqualified pursuant to Section 504 will be given the right to transfer as provided in that Section.

(c) Vacant or new jobs not filled by promotion will be filled by transfer of employees from other jobs, groups, or locations (depots) within the same division who meet all qualifications for the job and are fully qualified to perform all of the work of the job to which the transfer is to be made. Such transfers will be made from among those employees so qualified whose applications, made as provided in subsection (a), are on file at the time the vacancy or new job occurs, and will be made in the order of division seniority. However, employees of a location will have the first opportunity to transfer to vacant positions in that location, based on location seniority. If such qualified employees are not available within the same division, the vacant or new jobs will be filled by transfers of employees from other divisions within the same department who meet all qualifications for the job and are fully qualified to perform all of the work of the job to which the transfer is to be made. Such transfer will be made from among those employees so qualified whose applications, made as provided in subsection (a), are on file at the time the vacancy or new job occurs and will be made in the order of department seniority. If such qualified employees are not available within the same department, the vacant or new jobs will be filled by transfer from among those employees so qualified whose applications are on file at the time of vacancy or new job occurs; and such transfers will be made in the order of Authority seniority. Whenever there are no qualified employees on the transfer files, the Authority will fill the position with a newly hired employee.

(d) Selection of candidates for vacant jobs which are authorized to be filled will be accomplished each Wednesday afternoon by a search of the electronic transfer book according to paragraphs (b) and (c) above. Notification of employees

selected for transfer will be made following the electronic search. Location management will inform candidates of their selection.

(e) Vacancies created by the selection of employees to be transferred will be filled on the same day by the same process, unless the location losing an employee determines that it will not fill the vacant position.

(f) An employee can enter a transfer request for any position they desire, however, they will not be selected unless they have met all the preliminary requirements for the position.

(g) There will be a probationary period of 1) fourteen (14) calendar days for any transfer to the same job in another location for the employee to determine desire for the position or 2) sixty (60) days for any transfer which requires passing a performance test, to determine fitness and desire for the job to which the transfer was made, before the transfer will be permanent. At any time during the probationary period, if the employee is not fully qualified, one may be returned by the Authority to one's former job, or one may voluntarily return thereto if one desires; and such return shall be without loss of any seniority one had with respect to one's former job. The probationary period for transferred employees requiring formal instruction will begin at the completion of the training period. Any transferred employee who fails to work on at least three-fourths of the working days within the sixty (60) day probationary period or nine (9) days within the fourteen (14) day probation period may be required by the Authority to commence a new probationary period to prove one's fitness for the transfer, and in such a case one's new seniority will be related to such initial probationary period.

(h) During the probationary period the transferred employee's seniority with respect to one's former job will be maintained. If one is not returned by the Authority or does not voluntarily return to one's former job by the end of the probationary period the transfer will then become permanent. One's name will then be removed from the seniority list for one's former job and will be added to the seniority list for one's new job as of the first day of one's initial probationary period. An employee who is permanently transferred to another location, division or department will be permitted to take the vacation period picked at the releasing location.

(i) If an employee who has been so permanently transferred is later returned to one's former job by an act of the Authority one will resume the same seniority with respect to one's former job that one would have had had one remained there and not been so permanently transferred; but if one later voluntarily returns to one's former

job one will not resume one's same seniority with respect to one's former job but will be placed at the bottom of the appropriate seniority lists.

(j) Where an employee is permanently transferred to a job in another collective bargaining unit of employees of the Authority and one is later returned to one's former job by an act of the Authority one will resume the same seniority with respect to one's former job that one would have had had one remained there and not been so permanently transferred; but if one later voluntarily returns to one's former position one will not resume one's same seniority with respect to one's former job but will be placed at the bottom of the appropriate seniority lists.

(k) Any employee in the Transportation Department will not be eligible for intradepartmental transfer until one shall have completed six (6) months of service in the job into which one was hired. At each transportation location, the six (6) month requirement may be waived when employees desire to transfer to another transportation location which would require new hires.

(l) Any employee in the Maintenance sections (302 (a) 3, 4, 5, 6 & 7) will not be eligible for intradepartmental transfer until one shall have completed six (6) months of service in the department into which one was hired. Notwithstanding the time limits above, maintenance employees will be eligible for an intradepartmental transfer prior to the Authority filling a vacancy from outside the bargaining unit.

When all transfer applications from Transportation Department employees are acted upon, and before new hires are assigned as an operator, Maintenance Custodian Drivers may apply for the position of Bus Operator after he/she has successfully completed testing for an operator. Such employees will be transferred within thirty (30) days of acceptance for the job of Bus Operator.

(m) Employees who elect to return to their former position during their probationary period, as identified in paragraph (g) will be prohibited from transferring again for twelve (12) months.

(n) All employees selected for transfer will be released within four (4) weeks of the selection date. Seniority will be retroactive to the first Sunday after the notification to the employee. All employees selected for transfer and held in their current positions will be credited for seniority retroactive to the first Sunday after the notification date of transfer, and once fully qualified, credited for pay retroactive to the 61st day after the notification date for transfer.

(o) In order to keep employees informed about possible transfer opportunities, the system will include, but not be limited to, files listing the following information:

1. The most recent picking at each location.
2. Employees who have signed up for pension.
3. Approved vacancies.

(p) Employees will not be eligible for transfer if the result of such transfer places the employee under direct supervision of a relative or indirect (within the same chain of supervision). A relative for purposes of this agreement shall mean a person who is a spouse (whether by marriage or common law), or by virtue of blood or adoption, a parent, child, brother, sister, aunt, and uncle.

Section 306. Qualification for Transfer

Qualification of an employee for transfer will be determined by the Authority. If the Union believes that the Authority's determination as to such qualification has been erroneously made in any case, the Union may take the matter up under the grievance procedure. An employee will not be denied the right to transfer because of one's previous record.

Section 307. Other Types of Transfer

(a) Vacant or new jobs as subway-elevated trainpersons, yardpersons, stationpersons and operators will be filled from auxiliary lists instead of by transfer as set forth in Section 304 above and will be filled in order of appointment to the appropriate auxiliary list.

(b) Appointments to the auxiliary list will be made from among qualified trainpersons, yardpersons, stationpersons, and cashiers of the Subway-Elevated Transportation Division, who apply for such appointment and who qualify to perform the duties of the job for which they apply. Such qualified applicants will be appointed in order of Authority seniority.

If the number of such applicants is not sufficient to fill the required number of vacancies on the auxiliary list, such vacancies will be filled from among qualified surface trainpersons and buspersons who apply for such appointment and who qualify to perform the duties of the job for which they apply; and, such appointment will be made in order of Authority seniority.

(c) Any employee who is appointed to any auxiliary list will remain on such list until one is appointed to a regular job as set forth in (a) above or becomes unqualified or refuses either regular or temporary assignment to a regular job.

(d) Auxiliary or loaned employees will be sent to receiving locations for weekly periods and the assignment will be for a minimum of four (4) weeks unless the assignment is specifically for a lesser number of weeks.

(e) The sixty (60) day probationary period commences with the date of regular assignment to a job as set forth in (a) above.

Section 308. Transfer of Disqualified Buspenders with Seniority

A buspender with at least fifteen (15) years of Authority service who becomes physically disqualified from operating a bus, but is physically qualified to operate a trolley and who had formerly transferred from a job of surface trainperson to the job of buspender will be transferred to a surface rail location with one's former seniority as surface trainperson. Upon such a transfer into a location, an opportunity will be given for an employee regularly assigned at that location who is qualified to operate buses and who has equal or less seniority to transfer with seniority to the location from which the incoming employee transferred.

Section 309. Promotions

Promotions is defined as advancement from a lower to a higher job in a functionally related group of jobs as shown on job relationship charts set up in connection with the job evaluation plan and Job Classification Reorganization Program.

Promotions will be made in accordance with the ability and job seniority of employees as provided herein. An employee must be fully qualified to perform all of the work of a job before one is eligible for promotion and permanent assignment to it. Qualification of an employee will be determined by the Authority and the Job Classification Reorganization Program. In the event that the Union believes that the Authority's determination as to such qualification has been erroneously made in any case, the Union may take the matter up under the grievance procedure. Promotions will be made from employees within a functionally related group and will be made in order of job seniority in the next lower job and if none are qualified then in order of job seniority in each succeeding lower job. When no employee assigned to such a group is fully qualified to perform all of the work of the job to which a promotion is to be made, another employee will be transferred to the job under the provisions of Section 304, or a new employee will be hired for the work.

Any employee who has successfully completed the qualifications for his present classification and desires promotion must complete the preliminary tests satisfactorily for the higher job. Once those scores are achieved, employees, in

seniority order, will be afforded a promotional opportunity as provided for in the Labor Agreement. During the next sixty (60) days, the employee will be given training or familiarization to assist in satisfactory completion of the performance tests and such performance tests must be completed within the sixty (60) day period. If they are not satisfactorily completed, he will be returned to his former job. Employees who are promoted under this provision shall receive their regular rate of pay, and upon completion of the performance tests will be governed by the Rates of Pay provision as reflected in Section 427. The exercise of this provision is limited to one opportunity. If an employee exercises this provision and is returned to his former job, he must then satisfactorily complete all performance tests of the higher job while in his lower classification before he is eligible for promotion.

Failure of the Authority to give the performance tests within the agreed upon time limits will result, upon successful completion of the performance tests, in employees receiving the class rate of pay retroactive to the sixty-first (61st) day.

Employees requesting performance tests shall make such requests on forms provided by the Authority. Each employee completing a Performance Request Form will be given a copy of the form as a receipt and a copy of the completed form after the completion of the performance test(s).

Employees attempting to qualify in class, who have requested performance tests, will have such tests completed within sixty (60) days. Failure of the Authority to give the performance tests within the agreed upon time limits will result, upon successful completion of the performance tests, in the employees receiving the class rate of pay retroactive to the sixty-first (61st) day. For the purpose of this paragraph, the sixty (60) days means actual work days in which the employee is available for testing. The time excludes any days off, sick, I.O.D., vacation, etc. and any retroactive pay is excluded for the same periods.

Section 310. Retrenchments

I. In both the Transportation and Maintenance Departments of the Authority, the section chairman shall have super seniority with respect to retrenchments. All other employees will be retrenched pursuant to paragraphs II and III of this section.

II. When a reduction in work force is to be made in the Transportation Departments of the Authority the number of employees who are to be laid off and retrenched will be determined by the Authority for each job, each district and each division thereof and the retrenchment will be made as follows:

(a) The number of employees to be retrenched as determined by the Authority for each job within a division will be separated from such job in reverse order of job seniority within the division. An employee so separated will be (1) returned to the job from which one transferred into the job from which one is being retrenched provided one transferred into such job under the provisions of Section 304, and provided also that such employee is fully qualified to perform all the work thereof; (2) laid off if such employee has been hired after January 15, 1965 and has not accrued one (1) year of Authority service at the time of the retrenchment; (3) assigned to some other job as determined by the Authority.

(b) The number of employees to be retrenched from each job within a district will be separated from such job in reverse order of job seniority within district. An employee so separated (who is not also separated from the job within the division as outlined under (a) above) (1) may elect to return to the job from which one transferred into one's present job provided one transferred into such job under the provisions of Section 304 and provided also that such employee is fully qualified to perform all the work thereof; or (2) will be placed in a district where there is a vacancy and one will be placed there at the bottom of the job seniority list within the district.

(c) An employee who is laid off under (a) above will be placed on a recall list for a period of two (2) years from the date of lay-off during which time one will be recalled to a job for which one is qualified within the division from which one was laid off before any employee will be permitted to transfer into that division under the provisions of Section 304 or before any new employee is hired into the division.

(d) The Union will be given copies of such recall lists.

III. When a reduction in work force is to be made in the Maintenance Department of the Authority the number of employees who are to be laid off and retrenched will be determined by the Authority for each job, each division and each department thereof and the retrenchment will be made as follows:

(a) The number of employees to be retrenched as determined by the Authority for each department will be separated from such department in reverse order of department seniority. An employee so separated will be (1) returned to the job from which one transferred into the department provided such transfer was made under the provisions of Section 304 or Section 315 and provided also that such employee is fully qualified to perform all of the work thereof; (2) laid off if such employee has not accrued one (1) year of Authority seniority at the time of retrenchment; (3)

assigned to some other job as determined by the Authority. Prior to retrenching employees from a department, excess employees in a functionally related group from the location in which the retrenchment originates may elect, in seniority order, to fill vacancies made available by the Authority in another department. Such voluntarily retrenched employees will maintain recall rights.

(b) When the reduction in work force is to be made in jobs within a functionally related group as established by job relationship charts which have been adopted by the Authority and made part hereof by reference, employees assigned to such jobs will be dropped back progressively from higher to lower jobs within such group and such drop-backs will be made irrespective of whether an employee has previously advanced from the job into which one will be so dropped back. The employees in such a group to be so dropped back will be dropped back to the highest of the lower jobs within such group for which they are qualified to perform all the work assigned thereto; and will be dropped back in the reverse order of their job seniority. For this purpose job seniority in a higher job in such group will count as job seniority in a lower job in such group if such seniority is greater than in the lower job. This drop-back will continue until all excess employees in the group are assigned to the lowest job in the group.

(c) If the application of subsection (a) hereof has caused vacancies in any functionally related group, such vacancies will be filled by promotion within the group and such promotion will be made in order of job seniority from among qualified employees in the next lower job in the group or if necessary from each next lower job in order.

(d) An employee who has been permanently transferred under the provisions of Section 304 to a job from which one would be dropped back as provided above may (1) elect to remain in the group to be retrenched and drop back progressively as provided above; or (2) elect to return to the job from which one was so transferred, if one is fully qualified to perform all of the work thereof, in which case one will resume the same seniority with respect to one's former job that one would have had, had one remained there and not been so permanently transferred, and one will be dropped back or not from such former job as would have been the case had one been in such former job at the time one returns thereto.

(e) An employee who, because of retrenchment, is dropped back to a lower job in a functionally related group will, if qualified, be returned to a position in the higher job whenever a vacancy occurs therein, in accordance with one's former seniority in the higher job as related to other employees who also may have been

dropped back and so returned, regardless of whether or not one is the senior employee in the lower job; and when so returning to the higher job one will resume the same seniority with respect of one's former job that one would have had, had one remained there and not been so dropped back.

(f) Excess employees in a job not in a functionally related group and excess employees in the lowest job of a functionally related group as a result of the application of subsection (b) above will be separated from the jobs in the reverse order of division seniority. Employees so separated will in departmental seniority order choose jobs among any vacancies remaining as a result of the application of the foregoing provisions of this section, except that any such employee who has transferred into a job from which one would be separated under this paragraph (f) may elect to return to the job from which one transferred into the present job under the provisions of Section 304 as outlined in (d)(2) above.

(g) An employee who is laid off under (a) above will be placed on a recall list for a period of two (2) years from the date of lay-off during which time one will be recalled to a job for which one is qualified within the department from which one was laid off before any employee will be permitted to transfer into that department under the provisions of Sections 304 and 504 or before any new employee is hired into the department.

(h) The Union will be given copies of such recall lists.

(i) Any employee who was retrenched and exercised his seniority to another job not in the same location will be given first priority to return to the same job status from which he was retrenched before any transferred employee is placed in that vacancy. Such retrenched employee shall be required to file a transfer application at the time of the retrenchment to return to the former job. In accordance with Section 310, any employee who fails to return to the former job shall lose any retained rate.

(j) In the event of a retrenchment, the Union and Authority will meet and discuss the procedures where lines of progression were removed as a result of the Job Classification Reorganization Program.

Section 311. Retained Rate

Any employee in the Maintenance Departments who has six (6) months continuous assignment as a regular employee to the job from which one is to be dropped back, or six (6) months continuous assignment in that job and higher jobs as a regular employee, unless laid off shall continue to receive the rate of pay of the

job from which one is dropped back unless such employee refuses permanent promotion to a higher job or fails to make oneself available for temporary assignment by the Authority to higher jobs in accordance with the contract procedure.

Section 312. No Lay-offs

During the term of this Agreement the Authority will not lay off any employees represented by the Union except those hired after January 15, 1965 who have not accrued one (1) year Authority seniority.

Section 313. Loss of Seniority

(a) An employee shall lose all types of seniority (1) if one voluntarily quits; (2) if one is discharged or dropped from the rolls; (3) if one is laid off for two (2) years; or (4) if during a period of lay-off of less than two (2) years one fails to return to work within seven (7) days after the Authority sends to one's last address recorded in the Authority's record a written and certified letter of notification to return to work, unless within such seven-day period an extension of time is granted and one then returns within the extended time.

(b) An employee who is laid off less than two (2) years will accrue only Authority seniority during such lay-off. If an employee who is laid off less than two (2) years is reinstated, one's departmental seniority, division seniority, location seniority, group seniority and job seniority will respectively date from one's first day of work in the department, division, location, group or job following such reinstatement.

(c) An employee who is on leave of absence approved by the Authority, or who is granted a military leave of absence for service in the Armed Forces, or in the Maritime Service of the United States, shall retain one's seniority standing and continue to accrue all types of seniority during the period of such leave of absence.

Section 314. Seniority Lists

Seniority lists will be maintained by the Authority for each depot or location or division which constitutes a separate unit for the purpose of assignment of work. The name of each employee permanently appointed to or permanently transferred to a depot or location or division will be added to the seniority list therefor.

Section 315. Transfer with Work

The following procedure will govern the transfer of employees with work and with seniority between all divisions, departments and locations of the Authority as

well as between all bargaining units which have a reciprocal agreement with Transport Workers Union, with the exception of employees who are section chairmen who shall have super seniority with respect to forced transfers.

TRANSPORTATION LOCATIONS

(1) The number of employees who may transfer with work will be determined on the basis of the number of regular runs transferred out of the location, plus a number of employees as extra persons at the existing ratio of extra persons to regular persons for the regular runs so transferred. The total number of employees to be transferred, however, shall not exceed the number of new runs gained at the location to which the work is being transferred, plus a number of employees as extra persons for these runs, at the existing ratio of extra persons to regular persons. In addition, a number of employees, to the extent of 10% of the total number of employees transferred, will be allowed to express their desire to transfer with work, as replacements. When a transportation route is partially transferred to a different location, no less than twenty percent (20%) of the runs on the weekday number one (1) schedule will be transferred. These employees will become eligible for training and transfer under conditions mentioned in paragraph (6).

(2) Prior to the transfer taking place a general picking will be held at the releasing location. Employees who pick runs on routes to be transferred will be transferred to the location to which these routes are re-assigned. In addition a quota of extra persons will be established as described in paragraph (1) above and after all runs on the routes to be transferred have been picked, the remaining employees, in the order of their district seniority, may express their desire to transfer with the route as extra persons and will so transfer. The employees following them, in the order of their district seniority will then, to the extent mentioned in paragraph (1), express their desire to transfer as replacements.

(3) Employees transferring with a route will work their picked runs or if transferred as extra persons will work as such on all routes, until the next general picking at the location to which the route has been transferred.

(4) When the first transfer of a route to a location is made under these--regulations the district seniority picking list for that location shall be readjusted, this readjustment taking place at the time of the first general picking after such a transfer. Each employee at that location who has been regularly employed at the location for more than twelve (12) months prior to the date of said first transfer of a route and each employee who transferred with work to the location will be placed

on the seniority list for the location in the order of their departmental seniority (Departmental seniority shall be considered for purposes of this Section 314, as the first date of assignment to work in platform service at any surface rail, trackless trolley or bus location; and this shall also apply in the case of an employee who transfers with work who had previously been laid off for a period of less than two (2) years and in such case one's departmental seniority will be adjusted to conform with one's first date of assignment to work in platform service.) Employees who have voluntarily transferred to a location less than twelve (12) months prior to the original transfer of work under these regulations will be placed on the adjusted seniority list in the position corresponding to their depot seniority for that location.

(5) The seniority list for a location will be adjusted only at the time of the first transfer of work into that location. If work is transferred to a location after such an adjustment has been made, no change will be made in the seniority list except that employees transferred with work in accordance with these regulations will be placed on the district seniority list in the position to which their departmental seniority entitles them.

(6) When an employee who has transferred to a new location, as a result of transfer of work, fails after reasonable effort to qualify to operate the new equipment or to perform the new type of work at said new location, such employee shall be returned to one's former location without loss of seniority. The vacancy so created will be filled by an employee who expressed one's desire during the general picking to transfer as a replacement to the extent described in paragraph (1) above.

(7) When an employee transfers with work from a rail line to a bus line and, within sixty (60) days of this transfer, it is determined by the Authority's Medical Department that for physical reasons the employee is not suited to bus operation, one will be returned to the district from which one transferred without loss of seniority. The vacancy so created will be filled by an employee who expressed the desire during the general picking to transfer as a replacement, to the extent described in paragraph (1) above.

(8) When, as a result of change in type of equipment at the location at which an employee has been employed, or as a result of the transfer of work away from said location, an employee fails, after reasonable effort, to qualify to operate the new equipment or to perform the new type of work at one's said location, and there is no work at said location that one is qualified to perform, such an employee will be permitted to transfer to any location where one is qualified to perform the work and one's name will be placed on the seniority list for that location in the

position to which the date of one's district seniority at one's original location entitles one, or, if the list at that location has already been readjusted as described above in the position to which one's departmental seniority entitles one. Upon such a transfer into a location, an opportunity will be given for an employee regularly assigned at that location who is qualified to perform the work and who has equal or less seniority to transfer with seniority to the location from which the incoming employee transferred.

MAINTENANCE DEPARTMENT

(1) The number of employees who may transfer with work will be determined on the basis of the number of jobs eliminated at the location from which the work is being transferred. The total number of employees to be transferred shall not exceed the number of new employees required at the location to which the work is being transferred.

(2) Prior to the transfer of work from a location or division of a location, the employees of that location or division of a location may express their desire, in seniority order by job, to transfer with the work.

(3) Eligible employees who have expressed a desire to transfer with the work will be trained for the allowed number of days at their new location so as to afford them an opportunity to qualify for the job to which they have been transferred. During such training period they will be paid their own rate or the rate for the job for which they are being trained, whichever is the lesser. Employees who do not qualify to perform all of the work in the job to which they have transferred will be returned to their former job at the releasing location without loss of seniority.

(4) Employees who transfer with work will be placed on the job or group seniority list at the receiving location in the position to which their job or group seniority at the releasing location entitles them.

(5) When, as a result of change in type of equipment at the location at which an employee has been employed, or as the result of the transfer of work away from said location, an employee fails, after reasonable effort, to qualify to perform the work assigned to one's job or does not possess the qualifications necessary for training, such an employee will be permitted to transfer to any location where one is qualified to perform the work and one's name will be placed on the job or group seniority list for the job in which one qualifies, in the position to which one's job or group seniority at the releasing location entitles one. Upon such a transfer into a

location, an opportunity will be given for an employee regularly assigned at that location who is qualified to perform the work and who has equal or less group or job seniority to transfer with seniority to the location from which the incoming employee transferred.

Section 316. Temporary Transfers With Work

Temporary transfers of employees with work between all divisions, departments and locations of the Authority will normally be limited to a period of not more than one year. When specific circumstances exist which require such transfer to extend beyond one year, the parties will meet to discuss the circumstances and to consider all measures which could be taken to minimize additional time required and/or to bring the temporary transfer to an end, including making the transfer permanent. The procedures set forth in Section 314(a), paragraph 1, 2 and 6, and 314(b), paragraphs 1, 2, 4 and 5 governing the permanent transfer of employees with work shall also govern in the event of a temporary transfer of employees with work. Additionally, transportation employees transferring with a route will work their picked runs or if transferred as extra persons will work as such on all routes until the temporarily transferred work is returned to its original location. In the case of a temporary transfer with work, temporarily transferred employees will continue to accrue all types of seniority at their releasing location. Maintenance employees temporarily transferred will carry all types of seniority with them to the receiving location.

Article IV

**PAY; ALLOWANCES; ASSIGNMENT OF WORK;
WORKING CONDITIONS**

I. TRANSPORTATION DEPARTMENT

(Departments 1 and 2 in accordance with Article III, Section 302)

The application of the following changes as agreed to in the March 20, 1986 Memorandum of Agreement in sections 401 and 404 will in no case result in the employee receiving less than eight (8) hours pay for a run or less than two (2) hours pay for a tripper or wildcat, plus in each instance the .25 hour report/turn-in allowance where it is currently payable.

Section 401. Platform Work; Runs; Minimum Day

(a) Platform work is the operation of passenger vehicles in revenue service by surface trainpersons, buspersons, subway-elevated trainpersons; the loading of subway-elevated trains, the directing of passengers and the performance of other

assigned duties by stationpersons; the switching, placing, make-up, inspection, coupling and uncoupling of cars and operation of subway-elevated cars and trains in non-revenue service by yardpersons; the control and recording of train movements by towerpersons; the collection of passenger fares and the performance of other assigned duties by cashiers; and the performance of such work by other employees (exclusive of work while receiving instruction in the course of training).

(b) Wages paid for platform work performed will be calculated by multiplying the pay time (to the nearest tenth of an hour) for each class of platform work performed by the established hourly wage rate for such work to which the employee is entitled by the length of one's service with the Authority.

(c) Where an employee is required to report in advance of the scheduled starting time of one's run or to turn in passenger receipts or to so report and turn in, and does so, one-quarter hour will be added to the scheduled run time and the employee will be paid for that one-quarter hour at the aforesaid rate. This one-quarter hour will be treated as time worked for all purposes except in calculating daily over time under Section 404(c).

(d) Platform work is assigned by runs and as extra work (wildcats). Runs are classified as straight runs, swing runs or trippers.

(1) A straight run is a scheduled run which the pay time includes all elapsed time to the scheduled finishing time, except that any rest or meal period which may be scheduled in order to comply with any law or governmental requirement will not be included in the pay time for the run. The pay time for a straight run will be the scheduled work hours for the run plus one-half of any such scheduled work hours that exceed eight hours and said pay time shall not be less than that of a minimum day. A straight run is a day's work for employees of the transportation departments.

(2) 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.

The pay time for a swing run will be the total of the scheduled work hours for the run, one-half of any such scheduled work hours that exceed eight hours and the swing run allowance and said pay time shall not be less than that of a minimum day. A swing run is a day's work for employees of the transportation departments.

(3) A tripper is a scheduled run 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 tripper will be one and one-half times the scheduled work hours thereof, whether performed as overtime or not. Effective with the fall schedules of 1971, pay time for any tripper will not be less than two hours.

Where swing runs are split by the Authority and two pieces of work are separately assigned, any such piece of work which if considered separately would be classed as a tripper under the foregoing definition will be classed as a tripper; and any such piece of work which would not be classed as a tripper under the foregoing definition will be classed as extra work and the pay time therefor will be calculated in accordance with provisions of subsection (4) hereof; except that a missed employee may be required to work the second half of the swing run which one missed and a missed cashier may also be required to work the second half of an open swing run in which cases the pay time for such second half shall be the scheduled work hours for the work performed at straight time.

(4) Where an extra piece of platform work (wildcat) is to be operated, the scheduled work hours therefor shall be as follows: (1) the operating time for the trips, trip or fractional part of trip or any combination thereof which are to be operated, as designated on the timetables, when such operating times are so designated, or (2) the elapsed period from the starting time to the finishing time of the work, when the routing or operating time or number of trips is not fixed before starting operation. The pay time for a wildcat when it is not performed as overtime work will be one and one-half times the said scheduled work hours unless that is more than that of a minimum day in which case it will be that of a minimum day; except that if the said scheduled work hours total more than a minimum day, the pay

time will be the said scheduled work hours plus one-half of any such scheduled work hours that exceed eight hours. The pay time for a wildcat when it is performed as overtime work will be one and one-half times the said scheduled work hours thereof. The pay time for a wildcat will not be less than two hours.

(5) A day's work for employees of the transportation departments is a straight or swing run. The pay time for a day's work performed by such employee shall be not less than a minimum day. A minimum day will be eight hours' pay time.

Section 402. Travel Time

(a) Scheduled time for operation of a vehicle to and from the depot, terminal, or place of storage, when leaving or entering passenger service, will be classed as platform work and included in the scheduled work hours for the run.

(b) When an employee is required by the Authority to travel from place of report to one's vehicle out on a line or from one's vehicle out on a line to the depot or terminal in starting or finishing a run, such travel will be classed as platform work and the time allotted therefor will be included in the scheduled work hours of the run. No such allotment will be made for travel time during the swing period of a swing run unless the employee is required by the Authority to return to the depot to report or turn in.

(c) Where a stationperson, yardperson, towerperson or cashier is required by the Authority to perform work at more than one location during a single run, time will be allotted for travel and such travel will be classed as platform work and the time allotted therefor will be included in the scheduled work hours of the run.

(d) Where employees are assigned to work other than platform work as set forth in Section 401(a) hereof and are required by the Authority to report at the depot and travel from the depot to the place of work or to report to the depot from the place of work and report or turn in, an allowance for the time allotted for such travel will be made and it will in every case be paid at straight time and in no case and for no day be paid as overtime or at time and one-half.

Section 403. Extension of Run

Pay time for any extension of a straight run, a swing run, a tripper or a wildcat will be one and one-half times the operating time designated on the timetables for the trips, trip or fractional part of trip or any combination thereof by which the work is extended. Pay time for any extension of a scheduled run that requires starting of the run thirty or more minutes earlier than the scheduled starting time of the run or

that requires finishing of the run thirty or more minutes later than the scheduled finishing time of the run or both will be not less than one and one-half hours, except that where any such extension is added to a tripper or a wildcat which would be paid for at a minimum of two hours, there shall be only one minimum of two (2) hours for both such tripper or wildcat and the extension thereof.

Section 404. Overtime

(a) Pay time for overtime work will be one and one-half times the scheduled work hours for the overtime work performed.

(b) Platform work, excluding lateness, performed in addition to a day's work by an employee will be classed as overtime work and paid as such.

(c) Platform work, excluding lateness, report and turn-in time identified in Section 401(c), performed in excess of eight (8) hours in any one day will be classed as overtime work and paid as such.

(d) When a minimum day run is performed as overtime, the pay time therefor will be one and one-half times the minimum day.

(e) Platform work performed by an employee on any day which is a regular day off-duty 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 days off and paid at straight time for the work on the scheduled day off.

(f) The day for which work will be regarded as done will be the day for which it is scheduled, rather than the day on which it commences.

(g) Platform work, excluding lateness, tripper work already paid at time and one-half and work for which daily overtime has been paid under Section 404(c), performed in excess of forty (40) hours in any one week shall be classed as overtime and paid as such.

Section 405. Lateness

Pay will be allowed for lateness in finishing a scheduled run, a scheduled tripper or the first half of a scheduled swing run, provided such lateness equals or exceeds five (5) minutes. The lateness allowance will be one-tenth of a pay hour for lateness of five (5) to nine (9) minutes, two tenths of a pay hour for ten (10) minutes and one-tenth of a pay hour for each four-minute (4) period in excess of ten (10) minutes.

Section 406. Relief Work

The pay time for relief work performed by an employee who relieves another employee and completes scheduled platform work, when such relief work is not performed as overtime work, will be one and one-half time the scheduled work hours performed in the relief unless such pay time would exceed that of a minimum day, in which case the pay time for the relief work will be the pay time for the run less the hours worked by the employee relieved and less any overtime premium included in the pay time for the run for any scheduled work hours not worked in the relief work or that of a minimum day, whichever is greater, except that if relief is caused by act of the employee relieved, the pay time for the relief will be the pay time of the run less the hours worked by the employee relieved and less any overtime premium included in the pay time for the run for any scheduled work hours not worked in the relief work. Relief required due to request of the employee will be classed as relief by act of the employee. If such relief work is performed as overtime work, the pay time therefor will be one and one-half times the scheduled work hours performed in the relief. The pay time for an employee who is relieved will be with respect to the scheduled time for the work one has performed.

Section 407. Allowance for Reporting

An allowance of three (3) hours' pay time will be paid a regular or an extra employee who is called in for a day's work on one's scheduled day off and who reports for duty as required and is then not assigned any work of any kind. If such employee is assigned work the pay time for which is less than three (3) hours, one will, nevertheless, receive three (3) hours' pay time for the work assigned and performed. In calculating overtime, only the platform hours worked will be counted.

An allowance of one hour's pay time will be paid a regular or an extra employee who is called in for tripper or wildcat work on one's scheduled day off or before or after one has finished one's day's work and who reports for duty as required and is then not assigned any work of any kind.

An allowance of one hour's pay time will be paid an extra employee who has made previous scheduled reports for the day (whether or not one receives work on such previous reports) and is called in for tripper or wildcat work after 6:00 P.M. but does not receive any work of any kind after reporting for duty as required.

The rates of pay for such reporting allowances shall be the established rates of pay for the work for which the employees were required to report, but if such work is not known the rate of pay for a regular employee shall be the established rate for

the run picked by such employee and the rate of pay for an extra employee shall be the established rate of pay for the lowest paid class of work normally filled from the extra list to which such employee is assigned.

Section 408. Rates of Pay

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

(b) Effective December 11, 2005, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(c) Effective December 10, 2006, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(d) Effective December 9, 2007, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(e) Effective December 14, 2008, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(f) Trainmen on the Subway-Elevated system will be compensated fifty (\$.50) cents per hour in addition to their regular wage rate for all runs which require a one-person operation.

(g) There will be an increase in the cost of living allowance formula with an accompanying offset against anticipated health care costs. The time period on which the cost of living allowance will be annually computed will be changed to ten (10) months, and will be calculated as follows:

(1) four tenths of a cent (.4) per hour multiplied by the number of point increase in the Philadelphia All Urban Consumers Index (CPI-U) (1967=100) between the December 2000 and October 2001 indices, minus twenty percent (20%) of the increase, if any, in the total amount of Authority payments for medical costs (health, prescription, dental) for the year ending July 31, 2001, as compared to the year ending July 31, 2000, such increase divided by the total pay hours of bargaining unit employees for the current twelve month period; provided, however, that the health care offset shall not exceed five cents (5¢) per hour, and provided, further, that the net increase in the cost of living adjustment shall not exceed ten cents (.10) per hour. Any payment due will become effective in the first payroll period in December 2001. Any adjustment will be reflected in the Wage Rate Manual.

(2) four tenths of a cent (.4) per hour multiplied by the number of point increase in the Philadelphia All Urban Consumers Index (CPI-U) (1967=100) between the December 2001 and October 2002 indices, minus twenty percent (20%) of the increase, if any, in the total amount of Authority payments for medical costs (health, prescription, dental) for the year ending July 31, 2002, as compared to the year ending July 31, 2001, such increase divided by the total pay hours of bargaining unit employees for the current twelve month period; however, that the net increase in the cost of living adjustment shall not exceed ten cents (.10) per hour. Any payment due will become effective in the first payroll period in December 2002. Any adjustment will be reflected in the Wage Rate Manual.

(3) four tenths of a cent (.4) per hour multiplied by the number of point increase in the Philadelphia All Urban Consumers Index (CPI-U) (1967=100) between the December 2002 and October 2003 indices, minus twenty percent (20%) of the increase, if any, in the total amount of Authority payments for medical costs (health, prescription, dental) for the year ending July 31, 2003, as compared to the year ending July 31, 2002, such increase divided by the total pay hours of bargaining unit employees for the current twelve month period; however, that the net increase in the cost of living adjustment shall not exceed ten cents (.10) per hour. Any payment due will become effective in the first payroll period in December 2003. Any adjustment will be reflected in the Wage Rate Manual.

(4) The total amount which will be paid above will not exceed \$3,500,000 over the term of the contract, of which not more than \$2,500,000 will be paid to offset medical costs over the term of the contract.

(h) The initial training period does not count in the calculation of length of service with the Authority for purposes of establishing gradation rates as outlined herein.

(i) An employee assigned to line instruction who is required to instruct a student in platform work will be paid while engaged in such work one's regular wage for the work performed plus one dollar (\$1.00) per hour.

(j) All employees in the yardperson, switchperson, coupler, blocker jobs who are fully qualified to perform all of the duties of all of these classifications will be paid the full rate of pay for the yardperson classification.

Section 409. Snow and Ice Work

(a) Snow and ice work is the operation of snow equipment in the Surface Transportation Department for removal of snow and ice. Employees working

trackless trolleys or PCC cars which are not on regularly scheduled runs or trippers and which are equipped with ice cutters and operated for the purpose of keeping overhead wires clear of ice will be considered as working under the provisions of this section. A day's work in snow and ice work is eight hours.

(b) Employees assigned to snow and ice work will be paid the busperson's rate for such snow and ice work performed. Snow and ice work performed in addition to a day's work in snow and ice work or in any other kind of work will be classed as overtime. Pay time for such overtime work will be one and one-half times the overtime work hours performed in snow and ice work.

(c) Where an employee performs snow and ice work which is not performed as overtime work and the pay time for which is less than a day's work in snow and ice work, the pay time for such snow and ice work performed will be one and one-half times the work hours performed in snow and ice work but in no such case shall the pay time therefore exceed the pay time for a day's work in snow and ice work.

(d) Where an employee is working a straight or swing run and is relieved before it is finished for the purpose of performing snow and ice work, the hours of work one has worked on such run will be counted as having been worked in snow and ice work, only for the purpose of calculating whether any part of one's snow and ice work performed is to be paid as overtime work. The pay time for the total of such snow and ice work and platform work performed by said employee shall not be less than the pay time for the run from which one was relieved.

(e) Where an employee performs snow and ice work on a regular day off for one, such snow and ice work will be paid as overtime work.

(f) A regular employee, or extra employee assigned a run on the Reporting List for Extra Persons, (1) who is assigned to snow and ice work when reporting for said run, or (2) who is called in for snow and ice work in advance of one's reporting time and is deprived of his run, will be furnished work the pay time for which will be not less than the pay time for the run to which one had been assigned.

(g) An extra trainperson or busperson assigned to snow and ice work in advance of one's turn for work as designated by the Reporting List for Extra Persons will be furnished work the pay time for which will be not less than the pay time for the run to which one would have been assigned when in turn for work.

(h) An employee called in for snow and ice work and held at the depot waiting for assignment to such work will receive pay time equal to the elapsed time for

reporting time until assigned to work or released and such waiting time will be classed as snow and ice work.

(i) When an employee is called in for snow and ice work on one's scheduled day off, if the pay time for (1) the time held for assignment to snow and ice work plus the hours of work performed in snow and ice work or platform work, or (2) the time held for assignment to snow and ice work when no work is assigned, is less than three hours, the pay time therefor shall nevertheless be three hours. In calculating overtime only the hours held while awaiting assignment and the hours worked in snow and ice work will be counted.

Section 410. Chartered Service Work

Chartered service work is the operation of vehicles for the transportation of passengers under the Authority's group and party tariffs. Pay for such work will be the same as for platform work.

Section 411. Training and Instruction

(a) New employees and employees voluntarily transferring from other work of the Authority are classed as training during the period they are trained and under instruction and before they are appointed to a job in the transportation department.

The rate of pay for trainees will be the established training rate except that Transportation employees shall be paid their regular rate the first time they voluntarily transfer to another Transportation location. Notwithstanding any prior transfer, the first time any bargaining unit employee transfers to the job of Subway-Elevated Trainperson, an employee shall immediately receive the wage rate of that job commensurate with their graduation rate eligibility.

(b) A trainee is required to qualify to perform all assigned duties and where applicable to operate all types of vehicles, and over all the routes, operated from the district for which one was hired, or to which one has requested transfer, before one is appointed to the new job. If a trainee is appointed to a job by the Authority before so qualifying, one will be required to undergo instruction at the trainee rate at a future time until one has so qualified.

(c) In case new types of vehicles are assigned to a district or changes are made to vehicles assigned that require reinstruction of employees, a reasonable time for such instruction on such new vehicles or changed equipment will be fixed by the Authority and employees will be paid at their regular wage rate for such instruction for time required for them to qualify on said equipment but not in excess of the time

so fixed. Employees requiring such instruction in excess of time fixed by the Authority for such training will not be paid for such instruction.

(d) Employees who have been qualified but who later require further training or instruction for the types of equipment or for the work for which they qualified will be given such reasonable time for further training and instruction as may be fixed by the Authority and they will be paid at the trainee rate for such training and instruction for the time required therefor but not in excess of the time so fixed; provided, however, that an employee who is reinstated by the Authority upon termination of leave of absence for service in the Armed Forces or in the Maritime Service of the United States will be paid the established rate for the class of platform work for which one is so trained, to which one is entitled by the length of one's service with the Authority. Employees requiring such training and instruction in excess of time fixed by the Authority therefore will not be paid for such excess time in such training and instruction.

(e) When the Authority calls an auxiliary person back to the subway-elevated system and requires that one be retrained, such employee shall be paid one's full rate of pay for such retraining period.

(f) An employee disqualified as the result of injury or illness from performing the work to which one is regularly assigned will be paid the regular full rate of pay of the classification for which one is being trained while being trained for such other work for which one can qualify.

Section 412. Other Work

Employees temporarily assigned to other work will be paid for such work performed at the wage rate for the work to which they are regularly assigned. Extra subway elevated trainpersons temporarily assigned to other work will be paid for such work performed at the motorman's wage rate and extra yardpersons will be paid at the switchperson-coupler-blockers' wage rate. In no case of such temporary assignment, however, shall such wage rate be less than the established wage rate for the work performed. Other work performed by employees who voluntarily request assignment to such work will be paid for at the established rate for the work performed.

Section 413. Extra Person Guarantee

(a) The Authority guarantees extra trainpersons, buspersons, stationpersons, yardpersons, and cashiers minimum weekly wages as reflected in the appropriate Wage Rate Manual.

(b) Effective December 11, 2005, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(c) Effective December 10, 2006, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(d) Effective December 9, 2007, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(e) Effective December 14, 2008, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(f) Trainmen on the Subway-Elevated system will be compensated fifty (\$.50) cents per hour in addition to their regular wage rate for all runs which require a one-person operation.

(g) The guarantees will also reflect any adjustment required under the provision of Section 408 (f) 1, 2, and 3.

(h) The minimum weekly wage guaranteed is based upon a five-day week for all classifications. The minimum weekly wage guaranteed to an employee shall be reduced in each week by twenty percent (20%) for each day that such employee:

- (1) Fails to make any assigned report or to accept and complete all work assignments;
- (2) Is absent from work on any day other than such employee's scheduled day off or fails to accept and complete any work assigned for such day;
- (3) Is excused from work because of a holiday; or
- (4) Is suspended

Provided, however, that sub parts (1) and (2) above of this subparagraph (g) shall not be applicable to any day on which such employee has been assigned and has completed a day's work.

In case of an employee who misses one's report by less than one hour and later is assigned and completes less than a day's work, the employee's reduced guarantee will be credited with the amount of pay one receives for such work on such day.

On any day in any week on which an extra employee performs any work in addition to a day's work, such work will be paid for above the guaranteed extra person's minimum weekly wage as outlined in the Wage Rate Manual.

(i) In the event of the reduction by the Authority of the scheduled work week, the minimum weekly wage of extra employees as set forth in the Wage Rate Manual

shall be reduced proportionately in the same manner as provided in subparagraph (g) above. When such a reduction in the scheduled work week is made extra employees shall pick additional days off equal in number of days by which the scheduled work week is so reduced.

Section 414. Meal Allowance

(a) A meal allowance of Four Dollars (\$4.00) will be made to an employee in the Transportation Department (1) when one unexpectedly performs for two or more hours an extension of one's assigned work if such assigned work is a run constituting a day's work, or (2) when one is required to work, within one calendar day, two runs, each of which constitutes a day's work, or (3) when one is required to work either a first or second half of a swing run in addition to a run constituting a day's work, provided that the platform time worked in the half of the swing run equals or exceeds two hours, or (4) when one is late in finishing a run which constitutes a day's work, provided such lateness equals or exceeds two hours; except that no meal allowance will be made (a) if one is given notice that such extension of work would be assigned to one, not later than during the calendar week preceding the calendar week during which it is to be performed, with a minimum of two day's notice, or (b) when the extension of work is performed as an accommodation to one's relief. No meal allowance will be made for the operation of one or more trippers in addition to a day's work or one or more trippers. Effective March 15, 1993 there will be a twenty-five cent (\$.25) increase in compensation for meal allowance.

(b) During emergency work in snow and ice storms a meal allowance will be made to an employee performing such emergency work at the end of the first two (2) hours of overtime work and thereafter at intervals of five (5) hours or as close to such intervals as is practical so long as the work continues to be overtime work. Meal tickets representing the meal allowance may be furnished to such an employee in payment of the meal allowance.

(c) During emergency work in other emergencies a meal allowance will be made to an employee performing such emergency work at intervals of five (5) hours or as close to such intervals as is practical. Meal tickets representing the meal allowance may be furnished to such an employee in payment of the meal allowance.

Section 415. Assignment of Work

(Departments 1 and 2 in Accordance with Article III, Section 302)

(a) Transportation employees shall have the right to select straight and swing runs in accordance with their district seniority and these regulations.

(b) Transportation employees who pick runs at scheduled pickings are “regular” employees. Transportation employees who are not entitled to pick a run at a scheduled picking are “extra” employees. The Authority will assign work to extra employees in accordance with these regulations.

(c) (i) Timetables prepared by the Authority for each route or combination of routes over which transportation service is to be regularly operated will group into a run a combination of trips or fractional parts of trips or both, to be operated by a vehicle or vehicles over one or more routes, subject only to the limitation shown in (c)(ii) hereof.

(ii) No additional runs or trippers will be cross-routed between districts, that is no run or tripper will be scheduled to be worked by employees at one district that includes trips or parts of trips on lines operated solely by employees from another district.

(iii) Schedules prepared by the Authority for each district will group into a run the work assignments to one or more locations and will designate the work hours for such assignments.

(iv) Cross-Scheduled runs are swing runs where the first half and second half are on different routes. The Authority will make every effort to reduce the number of swing runs which are cross-scheduled. The Authority will limit cross-scheduling of runs to a maximum of seventy percent (70%) of the swing runs in a location, and a maximum of sixty percent (60%) of the swing runs systemize, including surface locations only.

(d) A run is the unit of work picked by or assigned to a transportation employee. Runs are classified as straight runs, swing runs, or trippers. The timetables or schedules will state the pay time, in hours, for each run.

(e) The total number of straight runs shall not be less than sixty percent (60%) of the total number of swing runs. For this calculation the following will be taken separately: (1) Surface Transportation Department; (2) Subway-Elevated Transportation Department except cashiers; (3) Cashiers.

(f) Swing runs will not be scheduled on Saturdays or Sundays or on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day.

(g) A layover will be scheduled after completion of each round trip of a trainperson's or busperson's run, except the last round trip of a run or of a half of a swing run. The time scheduled for such layover where the scheduled operating time of the round trip is fifty (50) or more minutes shall be not less than five (5) minutes, except that one layover in each straight run and in each half of a swing run may be less than such minimum time, and layovers scheduled during the owl period may be less than such minimum time.

(h) A meal layover will be scheduled in each straight run or piece of a swing run of a trainperson or busperson in which the scheduled platform time equals six and one-half or more hours. Such scheduled meal layover time shall be not less than fifteen (15) minutes. The Authority may schedule a drop-back or relief for such meal layover and a run for which such a drop-back or relief is scheduled will be classed as a straight run and paid as such. Such meal layover will not be scheduled to begin in the first two (2) hours or in the last two (2) hours of a run.

(i) The Union shall have the right to review all timetables and schedules, at the time designated by the Authority, for the purpose of checking that working conditions are in conformity with the provisions of this agreement.

(j) The Authority shall have the right to assign work to employees in addition to that picked by or assigned to them when necessary to maintain scheduled operations or to provide adequate service for the public; provided, however, that stationpersons will not work on trains in revenue service. When it is necessary to assign additional work or extension to employees in the application of 415(j); if the employee assigned requests relief, the Authority will make a reasonable effort to secure volunteers available at the location to provide such relief. The dispatcher will make a minimum of five (5) 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. The list of employees called will be maintained for fifteen (15) days.

(k) Transportation employees shall pick all straight and swing runs on all the various timetables and schedules posted for picking at the various types of pickings in accordance with the picking procedure which has been selected for each respective depot and each respective group from the standard picking procedure fixed by the Authority.

(l) At the time of any picking the Authority will post the dates on which each of the various timetables and schedules will operate.

(m) On any date on which the Authority, at its discretion, operates a different timetable or schedule than the one posted for that date, and operates such a different timetable or schedule without a picking, a regular employee will receive either the pay of one's posted run for that day or for the run actually worked, whichever is the greater. A regular employee who by such change is deprived of a run will be assigned work by the Authority and the pay time for the work so assigned will not be less than for one's posted run that day.

(n) The Authority may prepare and operate alternate, special or new weekday, Saturday or Sunday timetables or schedules. Such timetables or schedules may be operated without pickings or they may be picked. When such timetables or schedules are to be operated without picking the regular employees will be assigned runs conforming in each case as closely as possible to the runs held by them on the corresponding timetables or schedules and the pay time for such assigned runs will be the scheduled pay time for such runs or the pay time of the run previously picked by the employee which was previously posted to be operated on each such day on which the assigned run is operated. Additional runs on such timetables or schedules will be assigned by the Authority. Regular employees deprived of runs by operation of such different timetables or schedules will be assigned work by the Authority. The pay time for the work so assigned will be not less than the pay time for the scheduled run held and posted to be operated. If work is not assigned to such a regular employee and one reports as required by the Authority on the day one is so deprived of one's run, one will be paid the pay time for the scheduled run held by one and posted to be operated.

If the operation of a changed timetable or schedule by assignment instead of picking is caused by refusal to pick runs for any reasons or if picking is not completed within a reasonable time, the pay time for runs worked will be the scheduled pay time for such runs and will not be the pay time for the run previously picked by one and posted for that date.

When such timetable or schedules are picked regular employees shall have the right to pick runs (within the class of run affected by changes made by such different timetables or schedules provided they hold a run on the respective type of timetable or schedule to be picked) and the pay time for such picked runs will be the scheduled pay time for such runs.

(o) A holiday timetable or schedule is a Sunday timetable or schedule or any modification of a Sunday timetable or schedule that is to be operated on a holiday or on the day on which a holiday is observed. The Authority may prepare and operate holiday timetables or schedules on any route or combination of routes. Such timetables or schedules will not be picked.

Holiday timetables or schedules and any weekday timetables or schedules which are to be operated on the same day will be operated by regular employees who are scheduled to work on the day on which the holiday timetables or schedules are to be operated. Regular employees will be assigned runs, for which they are qualified, on holiday and weekday timetables or schedules conforming in each case as closely as possible to the runs held by them on the basic or No. 1 timetable or schedule regularly operated on the day on which the holiday timetables or schedules are to be operated and in the same class as such runs. Regular employees who are scheduled to work on the day on which a holiday timetable or schedule is to be operated and who are not assigned runs on holiday or weekday timetables or schedules operate on such day will be off on such day.

Pay time for runs worked on holiday or weekday timetables or schedules operated on such days will be the scheduled pay time for such runs.

Trippers cannot be assigned to Hi-Speed transportation employees as a days work on holidays unless the employee volunteers for such work.

(p) Special weekday timetables or schedules will not be operated for longer than two (2) consecutive weeks without being picked and new Saturday schedules will not be operated for more than three (3) consecutive Saturdays without being picked.

(q) An employee who wishes to be excused from work for a period of one or more days but not in excess of five (5) days shall submit one's request to the district dispatcher or cashier dispatcher more than three (3) days but less than seven (7) days in advance of the date one wishes to be excused from work. The number of employees, if any, who can be excused for any one day will be determined by the Superintendent in accordance with service requirements of the district, but an employee may not be so excused if any part of one's work performed by another employee would be overtime work. With respect to cashiers only, to the extent that it is possible to do so, such cashiers who are to be excused will be so notified two (2) days in advance of the period for which they are to be excused. With respect to employees other than cashiers, to the extent that employees can be so allowed off they will be excused in the following order of preference: the employees to be

excused will be selected in accordance with the number of consecutive days worked and the period of time for which excuse from work is requested, preference being given to those who have worked the greatest number of consecutive days and request the shortest period of time off.

An employee who wishes to be excused from work for such a period and who does not submit one's request as above provided may submit a request to the district dispatcher or cashier dispatcher later than as above provided, in which case one will be excused after those employees who did submit requests as above provided. If the Superintendent determines that one also can be excused and that service requirements of the depot will still be met, but an employee may not be so excused if any part of one's work performed by another employee would be overtime work.

(r) The Authority will continue the practice of commencing a Top Schedule Review once during each General Picking, but not more often than three (3) times a year. Each Top Schedule Review will include a Union Staff Representative and two (2) Section Officers from each Transportation location for the purpose of affording the Union an opportunity to identify problems in the scheduling of service to be remedied by schedule adjustments, when mutually agreed.

(s) All cashiers may be required to collect cash fares and sell fare instruments (i.e., tokens, transpasses), make change, and allow entrance into the system. Cashiers will not be required to perform any passenger related work when closing out. Close outs will be prepared by the cashier and then verified by a supervisory employee.

(t) Canceled Work/Miss Employees: Transportation employees operating Priority 3 routes (described in SEPTA's Winter Weather Plan) whose scheduled work is canceled in whole or in part on any given day due to weather, and cashiers whose booths become unnecessary due to single-tracking, or unusable, may be temporarily reassigned to other platform work, provided however, that the work assigned must finish no later than two (2) hours after the employee's regularly scheduled finishing time.

Section 416. Picking of Runs

(Departments 1 and 2 in Accordance with Article III, Section 302)

(a) Picking of straight runs, swing runs and trippers shall be made by transportation employees at pickings scheduled and conducted by the Authority. In General Pickings, two (2) section officers will be excused with pay to assist the Authority in conducting the transportation picking. Pickings shall be made in

accordance with employees' depot seniority in their respective job classification except as follows:

(1) Subway-Elevated trainpersons classed as motorpersons may pick motorperson runs in accordance with their district seniority, and may pick conductor runs in accordance with the seniority in the conductor group. Trainpersons classed as conductors may pick conductor runs in the order of their depot seniority and may pick motorpersons runs in accordance with their seniority in the motorperson group.

(2) The Authority will set up four (4) cashier runs in each district which will be reserved for convalescent cashiers only. Regular cashiers who are certified by the Authority's Medical Department as being temporarily incapable of performing all of the work of their assigned cashier runs may be designated as convalescent cashiers and may be assigned by the Depot Superintendent to such runs as are designated convalescent runs until such time as these cashiers are approved by the Authority's Medical Department to perform their regularly assigned cashier duties.

(3) Transportation employees who have been injured on duty or on sick leave for more than sixty (60) days shall not pick at scheduled General, Line or Line Move-Up pickings unless they can be expected to return to work within sixty (60) days after the date such picking is effective and they present themselves at the district when in turn to pick, provided, however, that no such employee will be permitted to pick a second time if one picked under these regulations at the previous picking and failed to return to work. Such employees who have not picked runs and return to work will be placed at the top of the extra list in the order of their district seniority until a picking is held except that in the case such employee is a towerperson a line moveback picking will be held and such picking will be effective the first Sunday following its completion.

(b) There will be three kinds of scheduled pickings, General, Line and Line Move-Up:

(1) A general picking will be the picking of straight and swing runs by employees of such job classification assigned to a depot from the schedules or timetables for operation of service on all routes or combination of routes assigned to the district or from the schedules for the district and their respective job classifications. The Authority will hold not less than three General pickings during each calendar year. General pickings will be held in the months of January, June and September or as close to such months as the Authority finds to be practical for required changes in service. Changes in weekday timetables or schedules that

increase or decrease the number of straight or swing runs will require a General picking at a district when the number of employee runs scheduled for picking within any sixty (60) day period exceeds twenty-five percent (25%) of the weekday employee runs picked at the previous General picking; but a General picking will not be held for such changes in weekly timetables or schedules if a scheduled seasonal General picking is to be held within thirty (30) days.

In addition, whenever changes of more than five (5) minutes are made in the start and finish times of swing (either half) and straight runs that equal twenty-five percent (25%) or more of the runs in a district then a new General Picking will be held within thirty (30) days.

(2) A line picking will be the picking of straight and swing runs by subway-elevated trainpersons, surface trainpersons and buspersons assigned to a route or line. A line picking for any route or line will be held by the Authority when changes are made on the weekday timetable for that route or line that increases or decreases the scheduled number of straight or swing runs.

In addition, whenever changes of more than five (5) minutes are made in the start and finish times of swing (either half) and straight runs that equal twenty-five percent (25%) or more of the runs on any single line in a location, and such changes occur more than thirty (30) days from a General Picking, a line picking will be held.

(3) A Line Move-Up picking will be the picking of straight and swing runs by a part of the employees assigned to a route or line resulting from a vacancy on the weekday schedule or timetable for the route or line. A Line Move-Up picking will be held each calendar month for all routes or lines on which vacancies occur prior to the eighteenth day of the calendar month, in which case employees who follow on the district seniority list the employee creating the vacancy will be permitted to pick a vacant weekday run which they did not have an opportunity to pick at the previous picking, in the order of their district seniority and in accordance with these regulations. Employees who pick such vacant weekday runs shall also pick the Saturday run, Sunday run and days off assigned to the employee who vacated the weekday run so picked. Employees who picked or have been assigned runs that operate over two (2) or more routes will be eligible for Line Move-Up picking only on the route to which the run is assigned.

Straight and swing runs remaining open after a Line Move-Up picking will be picked by extra persons in accordance with their district seniority.

Runs picked by employees at such Line Move-Up pickings shall be worked by the employees picking them starting the first Sunday of the next succeeding calendar month in which such picking was held and until a new picking is held.

A Line Move-Back will be the picking of straight and swing runs by a part of the towerpersons assigned to a district resulting from the return to work of a towerperson who was not eligible to pick at the previous General or Line picking. When such picking is held, towerpersons who follow on the district seniority list the towerperson who returns to work will vacate the runs held by them and all such towerpersons will pick such vacant weekday runs in the order of their district seniority. A towerperson who picks such a vacant weekday run shall also pick the Saturday run, Sunday run and days off assigned to the towerperson who vacated the weekday run so picked.

(c) Timetables or schedules on which a General picking is to be held will be posted in the appropriate district assembly rooms, yardperson's headquarters, operating towers or cashier rest rooms not less than seventy-two hours, exclusive of Sundays and holidays, before being reviewed with the Union representatives, and for at least twenty-four (24) hours following such review; and in the case of line pickings not less than twenty-four (24) hours, exclusive of Sundays and holidays, before such review.

(d) A list of employees scheduled to pick each day will be posted in the appropriate depot assembly room, yardperson's headquarters, operating towers or cashier rest rooms not later than 1:30 p.m. of the preceding day. Such list will show the time that each employee is scheduled to pick.

(e) Each employee will present oneself at the district at the time scheduled to pick (towerpersons will contact the train dispatcher) or will leave in writing with the district dispatcher, on a form furnished by the Authority, at least three (3) choices of open runs for which one is qualified and of open days off and shall indicate the order of one's choices.

A list showing runs to be picked will be posted in the district and cashier rest rooms. Runs picked will be posted on this list after each scheduled group of employees has completed picking. Employees shall examine this list when in turn to pick before leaving choices or before presenting themselves at the picking desk at the time scheduled to pick.

Employees shall not pick any straight or swing run that is scheduled to begin work less than six (6) hours before the scheduled finishing time of the previous days straight or swing run.

(f) The Authority will assign runs and days off to any employees who fail to leave three (3) choices as required and who fail to present themselves at the picking desk when in turn to pick; or who refuse to pick promptly; or who refuse to pick for any reason. The runs and days off so assigned shall conform as closely as possible to the runs and days off picked at the previous picking.

(g) Regular employees shall pick in their respective job classification open straight or swing runs for which qualified and which require five (5) days of work per week, from the various schedules or timetables posted and days off in accordance with the provisions of the picking regulations established for the district and their respective job. The number of employees who may be off each day of the week will be determined by the Authority and quotas will be established by the Authority. When such quotas are filled, no additional employee may pick that day off.

(h) The trading of runs between two (2) employees is permitted with notice given to the dispatcher no later than the preceding day. Approval for such trading of runs beyond one day at a time will not be permitted if there is more than two (2) years difference in depot seniority between the two (2) employees who wish to trade, and if there is not valid reason for such trading.

(i) Regular employees will be subject to assignment for work on only one of their scheduled days off. Such work assignments will be made on a rotating basis to equitably distribute such assigned work. When assigned work on their scheduled days off regular employees will be assigned to their regular runs unless such runs have been included in a relief run in which case they will be assigned to open runs.

(j) A "miss" employee whose work has been assigned to another, will lose his/her work for the day. The miss employee will be assessed the appropriate points as prescribed in the Attendance Points System. If the Authority requires the miss employee to stay, he/she will be paid from the point so required, and may not leave until released. Miss employees will be assigned work in order of their arrival at the dispatcher/supervisor window, but in no event may an employee be required to wait at one's reporting location for more than one (1) hour before being assigned work.

(k) In the event the Authority develops an automated system for picking, it will meet with the Union to demonstrate the system and review its implementation.

(l) In the event that there are no rail slate employees available, the Authority may assign bus slate employees to wildcat a rail run in a location that operates both modes without the Authority having to first use the overtime list for rail employees, provided that the employee so assigned will be required to adhere to all scheduled stops on the run.

(m) Nothing in this Agreement shall be interpreted to prevent employees from volunteering on report on one or more of their days off.

Section 417. Assignment of Work to Extra Persons

Assignment of work to extra persons will be in accordance with the following regulations:

A. SURFACE TRANSPORTATION EMPLOYEES

(1) Hold-Down picking

Any scheduled straight or swing run that is open for three (3) days is a hold-down and will be assigned to the first extra person on the district seniority list entitled to receive an open-hold-down run and available for work on the day for which the first assignment is to be made. Hold-downs shall be picked each month by the extra persons who are available to work such runs, in the order of their district seniority. Each extra person shall present oneself at the district at the time scheduled to pick or shall leave in writing with the dispatcher, on a form furnished by the Authority, at least three (3) choices. Open runs that may be picked shall include relief runs in addition to regular runs classed as hold-downs. The picking will commence on the Monday preceding the first Sunday of the next succeeding calendar month. Any run becoming a hold-down after hold-down picking has started may only be picked by extra persons who have not already picked a hold-down.

The Authority will assign a hold-down to an extra person who is qualified and next in line to pick a hold-down who does not pick for any reason. Hold-downs picked shall be operated by the extra persons picking them or to whom they are assigned for a period of one month, starting the Sunday following the commencement of the picking, or until the trainperson or busperson to whom the run is regularly assigned returns to work, if one returns to work within such month.

An extra person who picks or is assigned a hold-down for a period of five (5) or more days shall be classed as a regular trainperson or busperson for the calendar week during which such fifth day falls and during each succeeding calendar week that such hold-down is assigned. An extra person who picks or is assigned a hold-

down will retain one's position on the Reporting List for Extra Persons until the fifth day such hold-down is assigned, at which time one's name will be removed from such list and placed on the Hold-Down List. When an extra person loses a hold-down held five (5) or more days one's name shall be placed on the Reporting List for Extra Persons in accordance with these regulations.

(2) Reporting List for Extra Persons

(a) The "Reporting List for Extra Persons" will be made up each day and posted at 2:30 p.m. to show hold-down assignments, run assignments for open runs reporting before 12:30 p.m. on weekdays and Saturdays, or reporting times for extra persons, for the next succeeding day.

(b) The position of each extra person on the reporting list for the next succeeding day shall be determined by the work received or assigned as of 12:30 p.m. Extra and regular trainpersons or buspersons to be assigned work or reporting times on such reporting list will be placed on the reporting list in the following order:

1. New trainpersons or buspersons appointed that day.
2. Extra persons returning from sick leave of five (5) or more days.
3. Extra persons borrowed from other districts on that day.
4. Extra persons who have made their reports for the day and received less than a days work.
5. Extra persons who return from sick leave of less than five (5) days.
6. Extra persons whose day off was that day.
7. Extra persons who were excused from making their reports for the day.
8. Extra persons returning from vacation.
9. Extra persons who were excused at the time they made their report.
10. Extra persons who received a days work or more for the day and extra persons who missed less than one hour.
11. Extra persons who lose hold-down runs that have been assigned to them for five (5) or more days.
12. Extra persons returning from disciplinary suspension.

(c) When an extra trainperson or busperson is assigned a day's work after the reporting list for the next succeeding day has been posted, one's name will be removed from its position on such reporting list and, in accordance with the work so assigned, will be moved down to the proper position on such reporting list. When an

extra person is excused after the reporting list for the next succeeding day has been posted, one's name will remain in its position on such reporting list.

(d) Any trainperson or busperson not assigned a hold-down or an open run on the reporting list will be assigned a reporting time in accordance with the service requirements of the depot.

(e) Trainpersons and buspersons making scheduled reports will be assigned open scheduled runs and trippers in accordance with their position on the reporting list and the reporting time for the run or tripper, i.e., first work open will be assigned to the first trainperson or busperson on the reporting list who has not already received an assignment and who is qualified for the work.

(f) All trainpersons and buspersons who do not receive a day's work at the time of their morning report will be required to make not more than one report each day.

(g) All extra persons assigned to 12:30 p.m. reports are required to contact the dispatcher/supervisor by 11:00 a.m. for their assignment for that day. When telephoning, the employee will receive an assignment which is based on manpower needs and service requirements. Pay will begin only from the operator's assigned report time, provided the operator has not missed said assignment in which case Section 416(j) will govern. Employees who fail to report for work by their assigned time will be considered a miss. Failure to call the dispatcher will not be an excuse for missing an assignment.

(h) When trainpersons or buspersons are called for work and two (2) or more runs with the same reporting time are to be assigned, the trainpersons or buspersons may select the run to be assigned in the order of their position on the reporting list.

(3) Relief Runs

(a) The Authority may combine vacant runs resulting from the picking by regular trainpersons and buspersons of their scheduled days off into relief runs. A relief run shall be established from a combination of vacant runs occurring within any of the following groupings: early straight and swing runs; late straight and swing runs which start after 12:30 p.m.; and night liners.

(b) A number of such relief runs as determined by the Authority, and any open hold-down runs, will be picked each month by extra trainpersons and buspersons who are entitled to pick such runs and who are available for work in the order of depot seniority. The relief runs will be operated by the extra persons who picked them for a period of one month starting the first Sunday of each month following

such picking, unless there is a change in schedules. The open hold-down runs will be operated by the extra persons who picked them for a period of one month starting the first Sunday of each month following such picking, or until the trainperson or busperson to whom the run is regularly assigned returns to work, if one returns to work within such month. At the expiration of such month relief runs will be re-picked by extra persons who are entitled to pick such runs and who are available for work in the order of their district seniority. In the event schedule changes require a re-picking of relief runs prior to the expiration of any such monthly period, the relief runs will be re-picked in the same manner as the regular monthly picking of such runs.

(c) During the period of assignment to a relief run an extra trainperson or busperson shall not be qualified to pick or be subject to a hold-down assignment.

(4) Day Off Picking

(a) Extra trainpersons or buspersons will pick in the order of their district 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 trainperson or busperson until the next day off picking.

(b) A day off picking will be conducted by the Authority each month at the completion of the hold down picking. The Authority may require additional pickings to meet changes in working conditions. Each extra trainperson or busperson shall present oneself at one's reporting location at the time scheduled to pick or shall leave in writing with the designated Authority representative, on a form furnished by the Authority, three (3) choices of days off and shall indicate the order of one's choice.

(c) Days off will be assigned to an extra person who fails to present oneself at the time scheduled to pick or who fails to leave three (3) choices as required or for any other reason fails to pick.

(d) An extra trainperson or busperson who picks or is assigned a hold-down or relief run will be assigned the scheduled days off provided for such runs.

(e) Surface trainpersons or buspersons will be subject to assignment of work on only one of their scheduled days off. Such work assignment will be made to extra persons in the order of the greatest number of days upon which less than a day's work was received by such employees within the calendar week in which such assignment is made.

B. SUBWAY-ELEVATED TRAINPERSONS AND STATIONPERSONS

(1) Hold-down Picking

Any scheduled straight or swing run that is open for three days is a hold-down and will be assigned to the first extra trainperson or stationperson on the district seniority lists entitled to receive an open hold-down run except that an owl run that is assigned to an extra trainperson or stationperson will be classed as a hold-down on the day such run is assigned.

All hold-downs shall be picked each month by the extra trainpersons or stationpersons who are available to work such runs, in the order of their district seniority. The pickings will commence on the Thursday preceding the first Sunday of the calendar month during which the hold-down runs are to be operated. Any run becoming a hold-down after hold-down picking has started may only be picked by extra trainpersons or stationpersons who have not already picked a hold-down.

The Authority will assign a hold-down to an extra trainperson or stationperson who is qualified and next in line to pick a hold-down who does not pick for any reason. Hold-downs picked shall be operated by the trainpersons or stationpersons picking them or to whom they are assigned for a period of one month, starting the Sunday following the commencement of the picking, or until the trainperson or stationperson to whom the run is regularly assigned returns to work, if one returns to work within such month.

An extra trainperson or stationperson who picks or is assigned a hold-down for a period of five or more days shall be classed as a regular trainperson or stationperson for the calendar week during which such fifth (5th) day falls and during each succeeding calendar week that such hold-down is assigned. A trainperson or stationperson who picks or is assigned a hold-down will retain one's position on the respective Reporting List for Extra Persons until the fifth (5th) day such hold-down is assigned, at which time one's name will be removed from such list and placed on the respective Hold-Down List. When a trainperson or stationperson loses a hold-down held five (5) or more days one's name shall be placed on the respective Reporting List for Extra Persons in accordance with these regulations.

(2) Reporting Lists for Extra Trainpersons and Stationpersons

(a) The "Reporting Lists for Extra Persons" will be made up each day posted at 2:30 p.m. to show hold-down assignment, run assignments for open runs reporting before 12:30 p.m. on weekdays and Saturdays, or reporting times and

locations for extra persons, for the next succeeding day. All open Sunday runs will be assigned on said Reporting Lists regardless of the reporting times therefor.

(b) The position of each extra trainperson or stationperson on the respective reporting lists for the next succeeding day shall be determined by the work received or assigned as of 12:30 p.m. Extra and regular persons to be assigned work or reporting times on such reporting lists will be placed on the reporting lists in the following order:

1. New trainpersons or stationpersons appointed that day.
2. Extra persons returning from sick leave of five (5) days or more.
3. Extra persons borrowed from other districts on that day.
4. Extra persons who have made their reports for the day and did not receive any work of any kind.
5. Extra persons who have made their reports for the day and received less than a days work.
6. Extra persons who return from sick leave of less than five (5) days duration.
7. Extra trainpersons who voluntarily accepted a day's work as a stationperson.
8. Extra persons whose day off was that day.
9. Extra persons who were excused from making their reports for the day.
10. Extra persons returning from vacations.
11. Extra persons who were excused at the time they made their report.
12. Extra persons who received a day's work or more for the day and extra persons who missed less than one hour.
13. Extra persons who lose hold-down runs that have been assigned to them for five (5) or more days.
14. Extra persons returning from disciplinary suspension.

(c) When an extra trainperson or stationperson is assigned a day's work after the reporting list for the next succeeding day has been posted, one's name will be removed from its position on such reporting list and, in accordance with the work so assigned, will be moved down to the proper position on such reporting list. When an extra trainperson or stationperson is excused after the reporting list for the next succeeding day has been posted, one's name will remain in its position on such reporting list.

(d) Trainpersons or stationpersons making scheduled reports will be assigned open scheduled runs and trippers in accordance with their position on the respective reporting list and the reporting time for the run or tripper, i.e., first work open, will be assigned to the first trainperson or stationperson on the respective reporting lists who has not already received an assignment and who is qualified for the work.

(e) All trainpersons and stationpersons will be required to make not more than one report each day. Total waiting time on extra persons' report will not exceed three (3) hours without work being assigned. One will not be assigned work which finishes more than sixteen (16) hours after the beginning of the report time unless one voluntarily accepts same. Extra persons will not be required to accept more than two pieces of work during their report.

(f) All extra persons assigned to 12:30 p.m. reports are required to contact the dispatcher/supervisor by 11:00 a.m. for their assignment for that day. When telephoning, the employee will receive an assignment which is based on manpower needs and service requirements. Pay will begin only from the operator's assigned report time, provided the operator has not missed said assignment in which case Section 416(j) will govern. Employees who fail to report for work by their assigned time will be considered a miss. Failure to call the dispatcher will not be an excuse for missing an assignment.

(g) When trainpersons are called for work and two or more runs with the same reporting time are to be assigned they will be assigned in the following order: first, motorperson's run; and second, conductor's run.

If such runs are of the same type the trainpersons may select the run to be assigned in the order of their position on the reporting list.

(3) Day Off Picking

(a) Extra trainpersons or stationpersons will pick in the order of their depot 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 trainperson or stationperson until the next day off picking.

(b) A day off picking will be conducted by the Authority as frequently as the Authority may deem necessary to meet changes in working conditions. Each extra trainperson or stationperson shall present oneself at one's reporting location at the time scheduled to pick or shall leave in writing with the designated Authority

representative, on a form furnished by the Authority, three (3) choices of days off and shall indicate the order of one's choices.

(c) Days off will be assigned to an extra person who fails to present oneself at the time scheduled to pick or who fails to leave three (3) choices as required or for any other reason fails to pick.

(d) An extra trainperson or stationperson who picks or is assigned a hold-down will be assigned the scheduled days off provided for such run.

(e) Subway-elevated extra trainpersons or stationpersons will be subject to assignment of work on one of their scheduled days off in any week and on both scheduled days off in any week no more than once per month. In the event of unforeseeable service requirements, the Union and the Authority agree to take such mutually agreed upon action as is necessary to maintain service. Such work assignment will be made to extra persons in the order of the greatest number of days upon which less than a day's work was received by such employees within the calendar week in which such assignment is made.

C. YARDPERSON

(1) Hold-down Picking

Any scheduled straight or swing !!!yardperson run that is open for three (3) days is a hold-down except that an owl run that is assigned to a yardperson will be classed as a hold-down on the day such run is assigned. Yard motorpersons hold-down runs will be assigned in accordance with the provisions of the picking regulations established for the depot to either the first regular switchperson-coupler-blocker or the first extra yardperson on the depot seniority list who is qualified for the work and entitled to received an open hold-down run.

In the event there are more vacant yard motorpersons hold-down runs than qualified extra yardpersons available at a depot where it has been established that open yard motorpersons hold-down runs shall be first assigned extra yardpersons, the excess number of vacant yard motorpersons hold-down runs will be assigned to qualified regular switchperson-coupler-blockers in the reverse order of their depot seniority.

In the event there are more vacant yard motorpersons hold-down runs than qualified regular switchperson-coupler-blockers available at a depot where it has been established that open yard motorpersons hold-down runs shall be first assigned to regular switchperson-coupler-blockers, the excess number of vacant yard

motorpersons hold-down runs will be assigned to qualified extra yardpersons in the order of their depot seniority.

A switchperson-coupler-blocker hold-down run vacated by a switchperson-coupler-blocker who is assigned a yard motorperson hold-down run or that is classed as a hold-down will be assigned to the first extra-yardperson on the depot seniority list entitled to receive an open hold-down run.

At a depot where it has been established that open yard motorpersons hold-down runs shall be first assigned to regular switchperson-coupler-blockers in order of their depot seniority, all yard motorpersons hold-down runs shall be first picked each month by qualified regular switchperson-coupler-blockers and any such vacant runs not so picked shall be then picked by extra yardpersons in order of their depot seniority.

At a depot where it has been established that open yard motorpersons hold-down runs shall be first assigned to extra yardpersons in order of their depot seniority, all yard motorpersons hold-down runs shall be picked each month by qualified extra yardpersons and regular switchperson-coupler-blockers in order of their depot seniority.

In the event there are more vacant yard motorpersons hold-down runs than qualified extra yardpersons available at a depot where it has been established that open yard motorpersons hold-down runs shall be first picked by extra yardpersons, the excess number of vacant yard motorpersons hold-down runs shall be picked each month by qualified regular switchperson-coupler-blockers in the order of their depot seniority prior to the picking of hold-down runs by qualified extra yardpersons. In the event the excess number of yard motorpersons hold-down runs are not picked by qualified, regular switchperson-coupler-blockers for any reason, the hold-down runs remaining open will be assigned to qualified, regular switchperson-coupler-blockers in the reverse order of their depot seniority.

All switchperson-coupler-blocker hold-downs shall be picked each month by the extra yardperson in the order of their depot seniority.

The hold-down pickings will commence on the Thursday preceding the first Sunday of the calendar month in which the runs so picked are to be worked. Any yard motorperson run becoming a hold-down after hold-down picking has started may only be picked by switchperson-coupler-blockers, or extra yardpersons who have not already picked a yard motorperson hold-down; any switchperson-coupler-

blocker run becoming a hold-down after hold-down picking has started may only be picked by extra yardpersons who have not already picked a hold-down.

The Authority will assign a hold-down to an extra yardperson or to a switchperson-coupler-blocker entitled to so pick who is qualified and next in line to pick a hold-down who does not pick for any reason. Hold-downs picked shall be operated by the yardperson picking them or to whom they are assigned for a period of one month, starting the Sunday following the commencement of the picking or until the yardperson to whom the run is regularly assigned returns to work, if one returns to work within such month.

An extra yardperson who picks or is assigned a hold-down for a period of five (5) or more days shall be classed as a regular yardperson for the calendar week during which such fifth day falls and during each succeeding calendar week that such hold-down is assigned except that the extra yardperson will not be classed as a regular yardperson during the calendar week that the hold-down is lost unless one works the scheduled day off for the hold-down run while still assigned to such run. A yardperson who picks or is assigned a hold-down will retain one's position on the Reporting List for Extra Persons until the fifth (5th) day such hold-down is assigned, at which time one's name will be removed from such list and placed on the Hold-Down List. When an extra yardperson loses a hold-down held five (5) or more days one's name shall be placed on the Reporting List for Extra Persons in accordance with these regulations.

(2) Reporting List for Extra Yardpersons

(a) The "Reporting List for Extra Persons" will be made up each day and posted at 2:30 p.m. to show hold-down assignments, run assignments for open runs reporting before 12:30 p.m. on weekdays and Saturdays, or reporting times and locations for extra persons, for the next succeeding day. All open Sunday runs will be assigned on said Reporting List regardless of the reporting time thereof.

(b) The position of each extra yardperson on the reporting list for the next succeeding day shall be determined by the work received or assigned as of 12:30 p.m. Extra and regular yardpersons to be assigned work or reporting times on such reporting list will be placed on the reporting list in the following order:

1. New yardpersons appointed that day.
2. Extra yardpersons returning from sick leave of five (5) days or more.
3. Extra yardpersons borrowed from other districts on that day.

4. Extra yardpersons who have made their reports for the day and did not receive any work of any kind.
5. Extra yardpersons who have made their reports for the day and received less than a days work.
6. Extra yardpersons who return from sick leave of less than five (5) days duration.
7. Extra yardpersons whose days off was that day.
8. Extra yardpersons who were excused from making their reports for that day.
9. Etra yardpersons returning from vacation.
10. Extra yardpersons who were excused at the time they made their reports.
11. Extra yardpersons who received a days work or more for the day and extra yardpersons who missed less than one hour.
12. Extra yardpersons who lose hold-down runs that have been assigned to them for five (5) days or more.
13. Extra yardpersons returning from disciplinary suspension.

(c) An extra yardperson will be subject to assignment of work on only one of their scheduled days off. Such work assignment will be made to extra persons in the order of the greatest number of days upon which less than a day's work was received by such employees within the calendar week in which such assignment is made.

(d) Yardpersons making scheduled reports will be assigned open scheduled runs and trippers in accordance with their position on the reporting list and the reporting time for the run or tripper, i.e., first work open, will be assigned to the first yardperson on the reporting list who has not already received an assignment and who is qualified for the work.

(e) All yardpersons who do not receive a day's work at the time of their morning report will be required to make not more than one report each day.

(f) All extra persons assigned to 12:30 p.m. reports are required to contact the dispatcher/supervisor by 11:00 a.m. for their assignment for that day. When telephoning, the employee will receive an assignment which is based on manpower needs and service requirements. Pay will begin only from the employee's assigned report time, provided the yardperson has not missed said assignment in which case Section 416(j) will govern. Employees who fail to report for work by their assigned

time will be considered a miss. Failure to call the dispatcher will not be an excuse for missing an assignment.

(g) When yardpersons are called for work and two (2) or more runs with the same reporting time are to be assigned they will be assigned in the following order: first, yard motorperson's run, and second, switchperson-coupler-blocker runs. If such runs are of the same type, the yardperson may select the run to be assigned in the order of one's position on the reporting list.

(3) Day Off Picking

(a) Extra yardpersons will pick in the order of their depot 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 yardperson until the next day off picking.

(b) A day off picking will be conducted by the Authority as frequently as the Authority may deem necessary to meet changes in working conditions. Each extra yardperson shall present oneself at one's reporting location at the time scheduled to pick or shall leave in writing with the designated Authority representative, on a form furnished by the Authority, three (3) choices of days off and shall indicate the order of one's choices.

(c) Days off will be assigned to an extra person who fails to present oneself at the time scheduled to pick or who fails to leave three (3) choices as required or for any other reason fails to pick.

(d) An extra yardperson who picks or is assigned a hold-down will be assigned the scheduled days off provided for such run.

(e) An extra yardperson will be subject to assignment to work on only one of their scheduled days off. Such work assignment will be made to extra persons in the order of the greatest number of days upon which less than a day's work was received by such employees within the calendar week in which such work assignment is made.

D. TOWERPERSONS

(1) Subway-Elevated trainpersons, yardpersons and stationpersons who make application for assignment to tower work, and who qualify to perform such work, will be appointed as extra towerpersons within the limits of the quota set by the Authority. Such extra towerpersons will be placed on the district tower work

seniority list at the time they are qualified and appointed as towerpersons by the Authority. The Authority will assign tower work to extra towerpersons in accordance with these regulations.

Any scheduled straight or swing run that is open is a hold-down and will be assigned to the first extra towerperson on the district tower work seniority list entitled to receive an open hold-down run and available for work on the day for which the first assignment is to be made. All hold-downs shall be picked each month by the extra towerpersons who are available to work such runs, in the order of their depot tower work seniority. The picking will commence on the Thursday preceding the first Sunday of the calendar month in which the runs so picked are to be worked. Any run becoming a hold-down after hold-down picking has started may only be picked by extra towerpersons who have not already picked a hold-down.

The Authority will assign a hold-down to an extra towerperson who is qualified and next in the line to pick a hold-down who does not pick for any reason. Hold-downs picked shall be worked by the towerpersons picking them or to whom they are assigned for a period of one month, starting the Sunday following the commencement of the picking, or until the towerperson to whom the run is regularly assigned returns to work, if one returns to work within such month.

E. CASHIERS

(1) Hold-Down Picking

Any scheduled straight or swing run that is open for three (3) days is a hold-down and will be assigned to the first extra cashier on the district seniority list entitled to receive an open hold-down run. All hold-downs shall be picked each month by the extra cashiers who are available to work such runs in the order of their district seniority. The picking will commence on the Thursday preceding the first Sunday of the calendar month in which the runs so picked are to be worked. Any run becoming a hold-down after hold-down picking has started may only be picked by extra cashiers who have not already picked a hold-down.

The Authority will assign a hold-down to an extra cashier who is qualified and next in line to pick a hold-down who does not pick for any reason. Hold-downs picked shall be worked by the cashiers picking them or to whom they are assigned for a period of one month, starting the Sunday following the commencement of the picking, or until the cashier to whom the run is regularly assigned returns to work, if one returns to work within such month, except that convalescent cashier runs (as set

forth in Section 416 (3)) picked as hold-downs by extra cashiers shall be worked by the cashiers picking them or to whom they are assigned for a period of one month, or until such run is assigned to a convalescent cashier.

An extra cashier who picks or is assigned a hold-down for a period of five (5) or more days shall be classed as a regular cashier for the calendar week during which such fifth day falls and during each succeeding calendar week that such hold-down is assigned.

(2) Reporting List for Extra Cashiers

(a) The "Reporting List for Extra Cashiers" will be made up each day and posted at 2:30 p.m. to show run assignments or reporting times for extra cashiers for the next succeeding day.

(b) Extra cashiers may request assignment to early, late or owl runs. A quota for each such group will be fixed by the Authority and cashiers will be classified on the reporting list within the limits of such quotas insofar as possible and in accordance with their depot seniority.

(c) The position of each extra cashier on the reporting list for the next succeeding day shall be determined by the work received or assigned as of 12:30 p.m. Extra and regular cashiers to be assigned work or reporting times on such reporting list will be placed on the reporting list in the following order:

1. New cashiers appointed that day and cashiers appointed on the two 2 preceding days.
2. Extra cashiers returning from sick leaves of five (5) or more days.
3. Extra cashiers borrowed from other depots on that day.
4. Extra cashiers in the order of their depot seniority, in the early, late and owl groups, and in the order of the greatest number of days of the current calendar week upon which less than six (6) hours work was received. Extra cashiers who were excused from making their reports for the day, extra cashiers excused at the time they made their reports, and extra cashiers who missed less than one hour, irrespective of whether or not work was obtained, shall not be considered as having received less than six (6) hours work for purposes of determining their position on the reporting list.
5. Extra cashiers returning from disciplinary suspension.

(d) Work assignments for the next succeeding day will be made to extra cashiers in accordance with their position on the reporting list and insofar as possible in accordance with the group to which they have been assigned on the reporting list in the following order: (1) straight and swing runs open at 12:30 p.m. for the next succeeding day in accordance with the class of run and the reporting time for such runs; (2) a reporting time; and (3) scheduled trippers and extra work in accordance with pay hours for the work and the reporting time for such run or work.

(e) Cashiers assigned work after 12:30 p.m. will keep their assigned position on the reporting list for the next succeeding day.

(f) Cashiers making scheduled reports will be assigned open scheduled runs and trippers in accordance with their position on the reporting list and the reporting time for the run or tripper, except that at stations where control windows are to be opened, the next cashier on report at the location nearest to the control window to be opened may be assigned the open run, irrespective of his position on the reporting list.

(g) All cashiers who do not receive a day's work at the time of their morning report will be required to make not more than one report each day.

(h) All extra persons assigned to 12:30 p.m. reports are required to contact the dispatcher/supervisor by 11:00 a.m. for their assignment for that day. When telephoning, the employee will receive an assignment which is based on manpower needs and service requirements. Pay will begin only from the employee's assigned report time, provided the cashier has not missed said assignment in which case Section 416(j) will govern. Employees who fail to report for work by their assigned time will be considered a miss. Failure to call the dispatcher will not be an excuse for missing an assignment.

(i) When two (2) runs with the same reporting time are to be assigned, cashiers may select the run to be assigned in the order of their position on the reporting list.

(3) Day off Picking

(a) Extra cashiers will pick in the order of their district seniority two (2) days off each week within the limitations of quotas fixed by the Authority for each day of the week. Two days off will be assigned to each new extra cashier until the next day off picking.

(b) A day off picking will be conducted by the Authority as frequently as the Authority may deem necessary to meet changes in working conditions. Each extra cashier shall pick at the time scheduled to pick or shall leave in writing with the designated Authority representative, on the form furnished by the Authority, three (3) choices of days off and shall indicate the order of one's choices.

(c) Days off will be assigned to an extra cashier who fails to present oneself at the time scheduled to pick or who fails to leave three choices as required or for any other reason fails to pick.

(d) An extra cashier who picks or is assigned a hold-down will be assigned the scheduled days off provided for such run.

(e) An extra cashier will be subject to assignment of work on only one of their scheduled days off. Such work assignment will be made to extra persons in the order of the greatest number of days upon which less than a day's work was received by such employees within the calendar week in which such assignment is made.

(4) Combined Slates

(a) The A.M. and P.M. cashiers slates shall be combined.

(b) As a result of the combination of the AM/PM cashier's slate:

(1) In any specific case that the Union feels a deviation from a particular day's assignment may pose a hazard to an individual because of his medical condition, it will be discussed by the Union and the Authority to reach an adjustment.

(2) Where the Authority has not lost any monies due to arithmetical errors by cashiers, there will be no shortage payments required.

(3) Regular cashiers will turn over to relief cashiers, on five (5) minute and lunch reliefs, a minimal amount of monies and instruments of fare, as specified by the Authority, with receipt to be signed by both cashiers. Regular cashiers to provide own locks to secure their allotment during regular cashier's absence.

(4) Convalescent Runs: Four (4) runs will be chosen at four (4) stations from the eight (8) stations which the Union Section Officer may propose at the schedule review.

F. GENERAL

The following adds to or amends all the subsections of Section 417 above:

(1) Extra employees will be required to make not more than one report each day. Total waiting time on extra employees' report will not exceed four (4) hours without work being assigned. Extra employees may be required to accept more than two pieces of work and may be assigned while in service, however all assignments for the day must be made during the four hour report but not necessarily at the same time. One will not be assigned work which finishes more than fourteen (14) hours after the beginning of the report time unless the employee voluntarily accepts same.

(2) Any extra person terminating work will not be assigned a reporting time earlier than nine (9) hours after the scheduled finishing time of one's assigned run on the previous night. Furthermore, any extra person terminating work will not, if one so elects, be assigned a reporting time earlier than ten (10) hours after one terminates one's work, with the understanding that the Authority may balance its manpower requirements by assigning Saturdays and Sundays as days off for extra persons when required, and Sunday work will be assigned as on weekdays.

(3) No extra person with an A.M. report will be given an "Owl" run on the same transportation day.

(4) A transportation employee whose name, run number, starting time or reporting time was incorrectly posted on the reporting list so as to cause one to lose one's posted day's work will not be required to accept work starting more than two (2) hours after the posted time (an employee with an early-early will not be required to accept work after the last early-early reporting time). An employee who is excused from accepting work under these circumstances will be paid pay of the run for which one was originally posted. An employee who performs the work will be paid the greater of the work for which one was originally posted or work which was actually performed.

(5) The Authority will lend a copy of a run guide and trip sheets to slate employees on a daily basis when requested. Employees will be charged a fifty cent (\$.50) fee if they are not returned by the completion of the employee's work assignment. The Authority will provide individualized preprinted schedules to slate employees when it can be done by computer.

II. MAINTENANCE DEPARTMENTS

Section 418. Payment for Work

(a) Wages paid for work performed will be calculated by multiplying the pay time (to the nearest tenth of an hour) for the work performed by the applicable hourly wage rate to which the employee is entitled.

(b) The pay time for work performed will be the hours of work performed plus any additional allowances provided by these regulations.

Section 419. Scheduled Work Hours

(a) The scheduled work hours are eight hours per day.

(b) The reporting and finishing times and the scheduled work days of the week for each location and for each employee or group of employees assigned thereto will be fixed by the Authority; and a lunch or rest period may be scheduled, which period will not be included in the scheduled work hours or the pay time; and such reporting and finishing times, scheduled work days and lunch or rest periods may be different for individual employees or numbers or groups of employees and the same may be changed in accordance with the requirements of the work as determined by the Authority.

(c) The Authority will not delay an employee's scheduled lunch period for more than one and one half hours. The lunch period for employees working on a track maintenance project will not be delayed for more than one hour unless the employees are involved in correcting an unforeseen emergency that is causing an interruption of service to the riding public or would cause damage to masonry materials delivered to a construction site. If such lunch period is delayed beyond the periods cited above, the employee will have one's choice of (1) taking one's lunch, (2) being paid for one's lunch, or (3) going home one half hour before one's regular quitting time.

(d) In the event the Authority determines a special reduced complement of employees is required to work on a holiday on a shift or in a specific work group or location, the following will apply:

1. The Authority will determine the complement of employees to work.
2. Volunteers will be solicited with senior employees having first preference to work on the holiday.
3. If there are an insufficient number of volunteers, the Authority will assign employees in reverse order of class seniority.

4. Lists of employees who will work the holiday will be posted at least five (5) calendar days before the holiday.
5. Changes after that date will be made only for unforeseen circumstances or by mutual agreement.

Section 420. Split Shift Allowance

A time allowance of 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 and one minute for each minute of scheduled spread time in excess of eleven hours, will be made for each split assignment of the kind defined below for an employee who may be required to work such a split assignment, viz., a scheduled day's work, exclusive of any overtime work, which includes a single continuous period, in addition to any scheduled rest or meal period, between the scheduled starting time and the scheduled finishing time during which period no work is scheduled and which period is not included in the pay time for said scheduled day's work. The scheduled spread time of such a split assignment is eight (8) hours plus the length of the aforesaid single continuous period exclusive of any scheduled rest or meal period.

Section 421. Overtime

(a) Pay time for overtime work will be one and one-half times the work hours for the overtime work performed.

(b) Work performed in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week will be classed as overtime work and paid as such.

(c) Where an employee is less than one hour late in starting work such period of lateness will not be paid for, but will be counted as having been worked only for the purpose of determining whether any part of the work performed by one on the day is overtime work.

(d) Work performed by an employee on a day other than the days included in the scheduled work hours for the week for the employee will be overtime work.

(e) Work performed by an employee outside of one's scheduled work hours for the day will be overtime work, unless such employee was one hour or more late.

(f) The day for which work will be regarded as done will be the day for which it is scheduled, rather than the day on which it commences.

(g) When an employee completes a scheduled day's work and without a break continues to work and such continued work is on an overtime basis, one will be paid at time and one-half for all such continued work performed without a break until one is relieved from such continuous work. The foregoing provision shall not apply in cases of scheduled shift changes.

(h) When an employee performs overtime work, one will not because of such performance be prevented from performing one's regularly scheduled work unless the employee desires to be excused. If such employee chooses to continue working on one's regular shift, payment will always be at the straight time rate.

(i) Snow and ice work performed by regular night shift employees assigned to the Surface Track Division (excluding employees assigned to the Track Shop Section) and the Subway-Elevated Track Division during the hours of 6:00 p.m. and 6:30 a.m. will be overtime work.

(j) Work performed by an employee whose picked shift, days off or work location are changed with less than ten days notice will be classified as overtime work on the first three days on which such work is performed after such change. This work will not be classed as overtime work when (1) the change is agreed to by the Union; (2) where the change in shift or days off is as a result of a backfill; (3) where the change is a result of employees picking the changes under the terms of the Labor Agreement; or (4) where the location change does not require the employee to travel from one Authority district to another.

With respect to changes in shifts referred to above, overtime will be paid only on the hours worked which are outside the hours of the previously scheduled shift.

(k) The following procedures will govern the assignment of overtime in Maintenance:

(1) The responsibility for determining if any employee is to work overtime will rest solely with the Authority.

(2) For Facilities Power, Buildings and Way Departments and Surface and Subway Elevated Rolling Stock and Shops Departments' Backshops Overtime work shall be offered as equitably as possible on a rotating basis within the picked work groups of the job classification in the order of class seniority on the shift working when overtime is determined by the Authority to be necessary. If sufficient personnel are not found after following this process then the overtime shall be offered as equitably as possible on a rotating basis within the job classification of

the operating unit in the order of class seniority on the shift working when overtime is determined by the Authority to be necessary.

For RS&S operating location employees and revenue employees, overtime work will be offered as equitably as possible within the job classification in the order of class seniority on the shift working when overtime is determined by the Authority to be necessary.

(3) Should the Authority determine that an employee working a particular job can reasonably be expected to finish that job in less than two (2) hours, such assignment will not be counted under the rotation provisions of this section.

(4) Employees who desire not to share in the distribution of overtime shall communicate their desire to their foreperson, in writing; such employees will not be required to work overtime except in the following areas:

(i) Emergency situations

(ii) When the Authority determines that the full complement of employees is needed to work beyond their regular shift.

(5) A record shall be maintained of all overtime offered under the provisions listed in this section. This record will be available for review upon request by the employee or the Union.

(6) If an employee is overlooked and/or bypassed in the offering of overtime, such employee will be given the opportunity of being the first employee offered overtime on the next assignment of overtime in the employee's work group.

(7) Winter storm emergency work performed at the overtime rate will not be considered under the rotation provisions.

(8) Any disagreement arising from the application of this provision will not be subject to the grievance procedure until and unless an attempt is made to resolve said disagreement through the Joint Productivity Committee procedures outlined in Section 1101 of the contract.

Section 422. Pay Allowance for Reporting

An allowance of three (3) hours pay time will be paid an employee who is called in for emergency work outside of one's scheduled work hours and who reports for duty as required and is then not assigned any work of any kind. If one is assigned work the pay time for which is less than three (3) hours, one will, nevertheless, receive three (3) hours pay time for the work assigned and performed, in calculating overtime, only the work hours performed will be counted.

Section 423. Travel Allowance

Maintenance employees who are required to commence work at a location other than their primary report location will be paid a travel allowance for traveling to such other place of work.

Maintenance employees who are required to finish work at a location other than their primary report location will be paid a travel allowance for traveling from such other place of work.

Travel allowance will be paid based on the distance from either the starting location, finishing location or both, if applicable, to the primary report location, measured in miles; rounded to the next higher whole mile and multiplied by six (6) minutes per mile at the applicable straight time rate.

Such travel allowance, if not included in the scheduled work hours, will be included in the pay hours and will, in every case, be paid at the straight time rate.

No travel allowance will be paid under the following circumstances:

(a) Any employee required to start and/or finish work at a location other than their primary report location for the purpose of attending training.

(b) Any employee volunteering to work overtime at a location other than their primary report location.

(c) Any Building's or Track Division employee who selects construction type crews as their primary work which has "various sites" listed as the primary report location. The Authority agrees to provide its best estimate of the sites anticipated to be worked during the period between pickings. A change in work sites will not require a new picking to be held. The Authority agrees to provide locker and clean-up facilities at the work site.

(d) Any employee who is transferred to a new location and performs one's work there.

(e) Any employee who starts and/or finishes at any location within their picked work zone.

Section 424. Deduction for Lateness

An employee is required to be at one's work station ready to start work at one's scheduled starting time. Lateness of an employee in reporting for work that exceeds two (2) minutes will be deducted from the pay time for the work performed by such employee.

Section 425. Training Advisory Committee

A Joint Union-Management Training Committee will be established within ninety (90) days of the effective date of this agreement. The Committee will be responsible for development and implementation of comprehensive training programs in AEM, RED and Facilities Departments. Programs will cover both theory and practical hands-on applications, which will enable employees to develop skills and acquire training necessary to keep pace with changing technology for transfer and promotional opportunities.

Section 426. Assignment of Work

(a) Work will be assigned to individual employees or numbers or groups of employees in accordance with the requirements of the work and the job to which they are assigned.

(b) The rate of pay for work performed by an employee will be the established rate of pay for the job to which one is regularly assigned and to which one is entitled by the length of one's service with the Authority. An employee disqualified as the result of injury or illness from performing the work to which one is regularly assigned will be paid the regular full rate of pay of the classification for which one is being trained while being trained for such other work for which one can qualify.

(c) When an employee is temporarily assigned for a period of one or more full days to a job the hourly wage rate for which is higher than that for one's regular assignment and performs the work of such other job one will be paid such higher rate for work performed in such temporary assignment for such period. When an employee is temporarily required to perform, for one-half or more of the scheduled work hours for a day, the work of a job the hourly wage rate for which is higher than that of one's regular assignment, one will be temporarily assigned to such other job for such day. When an employee is temporarily required to perform for one (1) hour or more the work of a job the hourly wage rate for which is higher than that for one's regular assignment, one will be paid the higher wage rate for the time one performs such work, provided the work is assigned to one. When an employee is temporarily required to perform work of a job the hourly wage rate for which is lower than that of one's regular assignment and performs such work without being assigned to such other job, one will be paid for such other work performed the wage rate of the job to which one is regularly assigned. When an employee is temporarily incapacitated to perform the work of the job to which one is regularly assigned, if one is temporarily assigned to another job the work of which one can perform, so

that one will not be out of work, one will be paid the wage rate for the job to which one is so temporarily assigned for work performed therein.

(d) There will be no temporary cross-assignments of employees for a period longer than four (4) hours in a single shift so long as there are qualified employees on the pertinent backfill list. There will be no temporary cross-assignment of employees for a period longer than two (2) hours in a single shift so long as there are qualified employees on the pertinent backfill list between the Rolling Stock and Shops Department and the Facilities Department. For purposes of this article only the Facilities Department is defined to include all maintenance workers not included in the Rolling Stock and Shops Departments.

There will be no temporary cross-assignment of Rolling Stock and Shops employees of the surface car houses and garages to perform work normally performed by Building Division employees for a period longer than two (2) hours in a single shift. There will be no temporary cross-assignment of the garage maintenance employees of the Rolling Stock and Shops Department within the garage so long as there are qualified employees on the pertinent backfill lists.

(e) Two (2) maintenance employees will be used while a vehicle is being towed except where such towing originates at one SEPTA location and ends at another SEPTA location. Platform trucks used by the Overhead Distribution Division will have three (3) employees assigned to them. Bucket trucks used by the Overhead Distribution Division will have two (2) employees assigned.

(f) Track Shop work will be done inside the shop in bad weather, except in an emergency. "Emergency" is herewith defined as a job too big to put inside the shop or where there is no available space inside the shop, and the job must be done immediately.

Employees of the Buildings and Way Department, Track Field Division, will not be scheduled to work outside on regular track installation or construction work when the temperature is twenty-five degrees (25%) or lower at night or twenty degrees (20%) or lower in the daytime. This specifically does not apply to the work performed by the alignment, car stop, cut-in gauge, surface or switch repair crews.

(g) Employees of the Surface and Subway-Elevated Rolling Stock and Shops Department and Division shall have the right to pick their primary work assignments as scheduled by the Authority in accordance with their classification seniority. Schedules prepared by the Authority will list the primary work assignment, reporting location, starting times, finishing times and scheduled days of

the week on which assigned work is to be performed. Such pickings will be held at least twice per year with no more than eight (8) months between any pickings.

(h) Maintenance Custodians and remaining Porters shall have the right to select as a single group, in accordance with their location seniority, work assignments as scheduled by the Authority. Such pickings will be held once each year. Schedules prepared by the Authority will list the work assignments and show the starting time, the finishing time, and the scheduled days of the week on which assigned work is to be performed. Permanent vacancies created after a picking is held will be filled by employees who were not eligible to pick such work assignment at the previous picking, by their picking in the order of their porter seniority.

(i) Truck drivers assigned to the Utility Division shall have the right to select their work assignments in accordance with their job seniority in the Utility Division truck drivers group at pickings scheduled by the Authority. Pickings will be held twice each year in the months of April and October. Schedules prepared by the Authority will list the work assignments and show the starting time, the finishing time, and the scheduled days of the week on which assigned work is to be performed.

(j) Signal Maintainers, Electricians, Underground Maintainers and employees of the Light Rail Operations Overhead shall have the right to select their work assignments in accordance with their group seniority in their respective groups at pickings scheduled by the Authority. Schedules prepared by the Authority will list the work assignment and show the primary report location, starting time, finishing time, and the scheduled days of the week on which assigned work is to be performed. Signal Maintainers will pick once a year and, as is currently the practice, will pick their days off separate and apart from their work assignment. Electricians will pick two (2) times a year. Underground Maintainers will pick once a year. Overhead Distribution employees will pick twice each year in January and July.

Permanent vacancies created after a picking is held in either of the aforesaid groups will be filled by employees assigned to the groups in which the vacancy occurs who were not eligible to pick such work assignment at the previous picking for such group, by their picking in the order of their group seniority in such group.

(k) Any signal or electrical repairperson required to work sixteen (16) hours continuously without a break will be paid time and half time for all hours worked after the first eight (8) hours.

(l) If an employee in the Overhead Distribution Division of the Power Department is required to work a second continuous full shift, the Authority will attempt to get another employee to relieve him after four (4) hours if he so desires.

(m) Employees in the Revenue Equipment Operations Department and Division will have the right to pick runs, reporting locations, starting and finishing times and days of the week off at pickings scheduled by the Authority. There will be two (2) such pickings each year.

(n) The Authority will allow MC, MCD and Cleaner D in AEM and RED to pick shift assignments together by location seniority so long as the driving requirements as determined by the Authority are properly manned.

(o) Maintenance Custodians or Maintenance Custodian Drivers and remaining Janitors shall have the right to pick as a single group by location seniority at a picking scheduled by the Authority. Such pickings will be held once each year. Schedules prepared by the Authority will show the starting time, the finishing time, and the days of the week on which assigned work is to be performed.

(p) Maintenance Custodian/Drivers and remaining Loop Porters shall have the right to pick as a single group by location seniority at a picking scheduled by the Authority. Such pickings will be held once each year. Schedules prepared by the Authority will show the starting time, the finishing time, and the scheduled days of the week on which assigned work is to be performed.

(q) Roadway crews in the Track Department will have the right to pick their primary job assignments with the understanding that job assignments may change with the needs of the Authority.

(r) Employees in the Buildings Section and the Track Division shall have the right to pick their work assignments as scheduled by the Authority in accordance with their classification seniority. Schedules prepared by the Authority will list the operating units (Subway-Elevated, Surface and Operations Support), work assignments and show the primary report location, start location, starting time, finishing time, and scheduled days of the week on which assigned work is to be performed. Such pickings will be held not less than two (2) times per year.

(s) When the Authority determines that a vacancy in a picked work assignment, shift, days off or location needs to be filled, such vacancy will be filled within fourteen (14) calendar days by a divisional move-up picking within the appropriate job classification. Should the individual whose absence created the vacancy return to work the employee(s) filling-in will be dropped back to the

position they selected in the general picking. No move-up picking will be held if one month or less remains until the next general picking. This section will not effect section 430(a)(4).

(t) Temporary vacancies in Facilities Power Department and Facilities Building and Way Department may be filled, first by a voluntary move, in seniority order, among a reasonable number of employees within a classification, who were designated at the General Picking as being subject to reassignment, to fill such vacancies within their respective classifications, and secondly by drafting the least senior employee so designated at the General Picking from within the operating units. Employees will not be moved to fill such vacancies for work of less than a week's duration.

(u) Maintenance pickings will be prepared, scheduled and conducted by the Authority. Picking schedules for all maintenance employees will be posted seven (7) days prior to a schedule review. Schedule reviews will be conducted seventy-two (72) hours prior to a general picking. Schedule reviews will be held with two (2) Section Officers designated by the Union Staff and a Staff Officer of the Union. It will be the responsibility of the Union's Section Officer to notify the Staff Officer of the schedule review meeting and if it is inconvenient for a Staff Officer to attend, the meeting will nevertheless be held as scheduled. Picking schedules will be re-posted twenty-four (24) hours prior to the General Picking. In General Pickings, one (1) Union Section Officer will be excused with pay to assist the Authority in conducting the maintenance picking.

(v) Maintenance department employees who have been injured on duty or on sick leave for more than sixty (60) days shall not pick at scheduled General, Classification or Line Move-Up pickings unless they can be expected to return to work within sixty (60) days after the date such picking is effective and they present themselves at their location with documentation of the anticipated return to work date; provided, however, that no such employee will be permitted to pick a second time if one picked under these regulations at the previous picking and failed to return to work. Employees who have not picked and who thereafter return to work will be placed in their normal relative seniority position and a line move-back picking will be initiated.

Section 427. Rates of Pay

(a) The established rates of all other jobs in the Maintenance Department have been established as a result of a job evaluation plan as set forth in Section 428 hereof. Such wage rates as set forth therein will remain the established wage rate for

such jobs except as any such may be changed as a result of job evaluation as provided in Section 428 hereof; provided, however, that there are some instances where certain individual employees are paid higher rates when in certain jobs than the established rate therefor and the hourly wage rate of such employees was also increased as indicated.

(b) Effective December 11, 2005, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(c) Effective December 10, 2006, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(d) Effective December 9, 2007, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(e) Effective December 14, 2008, there will be a three percent (3%) across-the-board wage increase to be reflected in the Wage Rate Manual.

(f) (1) The progression rate established for employees hired March 15, 1979 and thereafter, in the groups numbered 3 through 7 in Article III is reflected in the wage rate manual.

(2) Rates of pay for the Maintenance Custodian and Maintenance Custodian-Driver classifications are set forth in the wage rate manual.

(g) When a Maintenance employee is assigned to instruct another employee in a job to which that employee is not assigned but for which one is attempting to qualify, the instructing employee will be paid one dollar(\$1.00) an hour above one's regular pay rate.

(h) There will be an increase in the cost of living allowance formula with an accompanying offset against anticipated health care costs. The time period on which the cost of living allowance will be annually computed will be changed to ten (10) months, and will be calculated as follows:

(1) four tenths of a cent (.4) per hour multiplied by the number of point increase in the Philadelphia All Urban Consumers Index (CPI-U) (1967=100) between the December 2000 and October 2001 indices, minus twenty percent (20%) of the increase, if any, in the total amount of Authority payments for medical costs (health, prescription, dental) for the year ending July 31, 2001, as compared to the year ending July 31, 2000, such increase divided by the total pay hours of bargaining unit employees for the current twelve month period; provided, however, that the health care offset shall not exceed five cents (5¢) per hour, and provided, further, that the net increase in the cost of living adjustment shall not exceed ten

cents (.10) per hour. Any payment due will become effective in the first payroll period in December 2001. Any adjustment will be reflected in the Wage Rate Manual.

(2) four tenths of a cent (.4) per hour multiplied by the number of point increase in the Philadelphia All Urban Consumers Index (CPI-U) (1967=100) between the December 2001 and October 2002 indices, minus twenty percent (20%) of the increase, if any, in the total amount of Authority payments for medical costs (health, prescription, dental) for the year ending July 31, 2002, as compared to the year ending July 31, 2001, such increase divided by the total pay hours of bargaining unit employees for the current twelve month period; however, that the net increase in the cost of living adjustment shall not exceed ten cents (.10) per hour. Any payment due will become effective in the first payroll period in December 2002. Any adjustment will be reflected in the Wage Rate Manual.

(3) four tenths of a cent (.4) per hour multiplied by the number of point increase in the Philadelphia All Urban Consumers Index (CPI-U) (1967=100) between the December 2002 and October 2003 indices, minus twenty percent (20%) of the increase, if any, in the total amount of Authority payments for medical costs (health, prescription, dental) for the year ending July 31, 2003, as compared to the year ending July 31, 2002, such increase divided by the total pay hours of bargaining unit employees for the current twelve month period; however, that the net increase in the cost of living adjustment shall not exceed ten cents (.10) per hour. Any payment due will become effective in the first payroll period in December 2003. Any adjustment will be reflected in the Wage Rate Manual.

(4) The total amount which will be paid above will not exceed \$3,500,000 over the term of the contract, of which not more than \$2,500,000 will be paid to offset medical costs over the term of the contract.

(i) Anyone who promotes or transfers into First Class or Specialist will retain the rate of the job the employee is leaving, until successful completion of performance tests. After successful completion of performance tests, if employee has more than twelve (12) months service, the employee will go to job rate. If less than twelve (12) months service, employee will stay at 0-12 month rate or rate of the job vacated, whichever is greater, until completion of twelve (12) months service.

(j) Effective March 15, 1989, the entry rate for Maintenance Custodians and Maintenance Custodian Drivers will be based on a percentage of the top rate, as follows:

<u>0-3 Mths.</u>	<u>4-7 Mths.</u>	<u>8Mths.</u>
76%	100%	100%

(k) Effective March 15, 1989, the following additional amounts will be paid to Maintenance Custodians and Maintenance Custodian-Drivers, in addition to their regular wage rates and all across-the-board increases, to reflect longevity of service:

- 3 years service - \$.10/hour
- 6 years service - \$.25/hour
- 9 years service - \$.55/hour

(l) Effective March 15, 1990, the aforesaid longevity increases, added to the wage rates of Maintenance Custodians and Maintenance Custodian-Drivers will be replaced as follows:

- 3 years service - \$.20/hour
- 6 years service - \$.50/hour
- 9 years service - \$1.10/hour

(m) Effective March 15, 1991, the aforesaid longevity increases, added to the wage rates of Maintenance Custodians and Maintenance Custodian-Drivers will be replaced as follows:

- 3 years service - \$.30/hour
- 6 years service - \$.80/hour
- 9 years service - \$1.70/hour

Section 428. Job Evaluation and Job Classification Reorganization Program

(a) Pursuant to and in compliance with the Agreement between the Authority and the Union dated October 15, 1945 (R. H.) Rositzke plan), and amended by the Agreement effective March 15, 1979, a job evaluation has been made of all jobs therein specified and based thereon, all jobs have been classified and rated. The procedures are incorporated herein by reference and made part hereof. When there is new work to be performed or a change in work to be performed that will increase the number of employees required or that will materially change the work assigned to a group or classification, both as to skills required and nature of work assigned, new job classifications may be established and rated in accordance with the job evaluation plan. New job classifications may be established by the assignment to a single job classification of work previously performed by two (2) or more classifications, by the assignment to two (2) or more job classifications of work previously performed by one job classification, by the assignment of work not

previously performed, by the segregation of work previously performed by one or more job classifications, and by the material change in the content of existing job classifications. New job classifications will be evaluated under this procedure and wage rates therefor will be fixed accordingly with said plan, which wage rates will be effective as of the time the new job classifications are established. When the establishment of a new job classification results in the transfer of work from an existing job classification, no employee transferred with work to such new classification shall be paid for work in such new classification while so assigned to it less than the established rate for the classification from which one is so transferred so long as one would not through reduction in work force have been dropped back out of the classification from which one is so transferred. There will, however, be no combination of jobs between bus garages and surface carhouses prior to March 14, 1973.

(b) The Authority agrees to notify the Union at least two (2) weeks prior to the effective date of the reorganization of a department under the Job Classification Reorganization Program, and to meet and discuss the details, if the Union so wishes.

(c) Whenever a new job is created, or job is revised or rewritten in accordance with Section 428 the Authority will notify the Union and will afford the Union the same review procedures, including review of tool lists with each classification, as outlined in the Rositzke Job Evaluation Plan. The Rositzke Plan will be updated to incorporate the job Classification Reorganization Program.

(d) Any employee who fails any portion of the performance test will be advised by the test monitor, in writing, of the reason for the failure and the areas needing improvement.

(e) The Authority will make the Union aware, prior to the change, of substantial changes in the content of the preliminary tests and will meet to discuss such changes with the Union if requested.

(f) There will be no restrictions on the number of preliminary written tests to be taken in one day providing the time permits according to the testing hours as prescribed by Fern Rock School.

(g) The first retest will be initiated by the employee on the same basis as the initial test, without a minimum waiting period.

(h) Preliminary written tests will periodically be reviewed by the Job Evaluation Committee. Tests will be updated and revised by the Committee to reflect current equipment and technology.

(i) In job classifications where multiple written tests are required, tests will be consolidated into a single exam. Study guides and sample tests will be prepared by the Authority for each classification and will be available to assist employees in preparation for testing.

(j) An employee who fails a written test for the second time shall be required to wait a minimum of thirty (30) days before being eligible to retest. Should an employee fail a written test for the third time, the employee will be required to wait a minimum of sixty (60) days before being eligible to re-test and must show that they availed themselves of the study guides and sample tests provided by the Authority.

Employees who fail to cancel scheduled appointments for written testing will be required to wait seven (7) days to take the written tests.

(k) The Job Evaluations Committee will meet monthly and undertake a review of jobs in the RED, AEM, CEM and Facilities Departments.

(l) If the Authority determines that the creation of a new job is necessary, a job description of that job will be developed jointly between labor and management with the participation of hourly employees and management personnel. The Job Evaluations Committee will make a final review and decision on any new job descriptions.

(m) New job classifications will not be established for the purpose of reducing wage rates.

(n) The Job Evaluations Committee will hire a consultant agreeable to both parties to review the Rositzke Plan and recommend changes to make it applicable to current and new job classifications. The Committee will review the consultant's findings, as well as alternate systems for evaluating and structuring classes and class rates of pay. The parties may implement a new evaluation system by mutual agreement.

(o) Should the committee fail to agree on an evaluation system to be incorporated into the Job Classification Program, the matter may be submitted to final and binding arbitration, to an arbitrator designated by the parties in accordance with the rules of the American Arbitration Association, who is experienced in the field of industrial engineering or job evaluation systems.

Section 429. Meal Allowance

(a) A meal allowance of Four Dollars (\$4.00) will be made to an employee in the Maintenance Unit when one is unexpectedly required to work two (2) hours or

more in addition to working one's scheduled work hours for the day, and thereafter at intervals of five (5) hours; except that no meal allowance will be made (a) if one is given notice that such extension of work would be assigned to one, not later than during the calendar week preceding the calendar week during which it is to be performed, with a minimum of two day's notice or (b) when the extension of work is performed as a accommodation to one's relief. Effective March 15, 1993 there will be a twenty-five cent (\$.25) increase in compensation for meal allowance.

(b) During emergency work in snow and ice storms or other emergencies a meal allowance will be made to an employee performing such emergency work at intervals of five (5) hours or as close to such intervals as is practical. Meal tickets representing the meal allowance may be furnished to such an employee in payment of the meal allowance.

(c) For purposes of this Section 429 only, other emergencies as set forth in (b) above are defined to exist when:

1. The work begins during the same calendar day that an employee worked one's regular shift, and notice of the extra work was not given the employee prior to the start of one's shift.

2. The extra work is performed on an employee's regular day off, and notice of the extra work was not given the employee before the end of one's last regularly scheduled shift prior to the day off.

3. An employee is called at home and asked to come right in to perform extra work.

Section 430. Probationary and Training Periods

(a) (1) There will be a ninety (90) day probationary period for persons hired or transferred into the Maintenance Custodian or Maintenance Custodian Driver classifications.

(2) The probationary period for all Maintenance employees will be sixty (60) days.

(3) During such period such an employee may be released from Authority service without one's release being subject to protest through the grievance procedure.

(4) During such period new Maintenance employees may be assigned to day work without regard to seniority status.

(b) Training programs are set forth in the wage rate manual for specific jobs.

Section 431. Subletting

(a) Except in unforeseen emergencies, or when there are not fully qualified employees in the particular department, or when a situation arises pertaining to repair of equipment which requires work or specialized training, skills, and facilities, not normally found in any of the maintenance shops of the Authority, the Authority and the Union will completely discuss and investigate the necessity for subletting before the equipment is sent out for repair.

(b) Effective November 1, 1998, the Authority and the Union will establish a joint labor management committee, consisting of two (2) members appointed by each side, to review large buildings maintenance and construction projects scheduled in SEPTA's space at 1234 Market Street to determine whether the scope and demands of the work are such that it can be performed efficiently and expeditiously by Buildings' Division employees. Maintenance and construction work in SEPTA's space at 1234 Market Street will be performed in-house, unless, under the circumstances, the work cannot be performed efficiently and/or expeditiously by bargaining unit employees, including consideration of the cost to the Authority of performing the work in-house.

Section 432. Wet Weather Clothes

The Authority agrees to supply wet weather equipment to all maintenance persons required to work out in inclement weather. In addition, the Authority agrees to supply wet weather equipment (rain coat and pants, plus boots to yardpersons) to regular Transportation employees working as Loaders, Blockers, QC Assistants and Yardpersons.

III. GENERAL

Section 433. Night Shift Premium

A premium of fifteen cents (\$.15) per hour will be paid for platform work hours in the case of employees in the Transportation Unit and work hours in the case of employees in the Maintenance Unit performed between the hours of 6:00 p.m. and 6:00 a.m. in accordance with and subject to the following conditions: Payment of such premium will be made at the rate of fifteen cents (\$.15) per full hour of such work; and fractions of less than one full hour will be treated as follows: from one to and including twenty-nine (29) minutes will be dropped and not paid for; and from thirty (30) to and including fifty-nine (59) minutes will be counted as a full hour and fifteen cents (\$.15) paid therefor. The aforesaid premium will be paid at the said rate whether or not such work is overtime work or is for any other reason paid at time

and one-half, and no overtime premium will be paid on the said premium in any case; and the said premium will not be paid for or with respect to any allowance.

Section 434. Automatic Increase

When length of service with the Authority determines an automatic increase in rate of pay, such length of service is determined from the time of original employment by the Authority, except in a case where employment ceased as a result of resignation, discharge or dropping from the rolls, in which case such length of service is determined from the time of the last employment by the Authority. In determining such length of service for this purpose, the period of any lay-off of thirty (30) or more days and the period of any leave of absence of thirty (30) or more days and the initial period of formal training do not count as service with the Authority. Where an employee is granted a military leave of absence for service in the Armed Forces, or a female auxiliary thereof, or in the Maritime Service of the United States, and one is reinstated by the Authority upon the termination of such leave of absence, the period of such leave of absence will count as service with the Authority in determining such total length of service for this purpose.

Section 435. Pay for Accident Reports

The Authority will pay two dollars and twenty five cents (\$2.25) for each written report of a public accident with which the Authority is concerned, which is properly made on a form furnished by the Authority for the purpose, and which report the Authority requires be made outside of the scheduled work hours of the employee. Effective March 15, 1993 there will be a twenty-five (\$.25) cent increase in compensation for accident reports.

Section 436. Tool and Clothing Allowance

(a) (1) Effective with the January 2006 payment, the Authority will pay three hundred thirty dollars (\$330.00) (a) to each trainperson, busperson, cashier yardperson, stationperson, loader, and towerperson while on duty, as a uniform allowance, and (b) to each employee in the Maintenance Unit as a work clothes and hand tool allowance, as follows, and no more than one (1) payment shall be made in any event for such year to any individual employee; (1) and employee among said eligible groups which may receive said allowance must complete six (6) months' service in one's job, exclusive of any training period and any lay-off, in order to qualify for receiving the allowance, and (2) those of them who have so completed such service, and are on the payroll, as of January first (1st) will be paid during January, and those of them who complete such service between January first (1st)

and the following October fourteenth (14th) will be paid immediately following the completion of such service. The Union accepts the Authority's present policy as to what tools are to be furnished by the Authority.

(2) Effective with the January 2007 payment, the this allowance will become three hundred thirty-five dollars (\$335.00).

(3) Effective with the January 2008 payment, the this allowance will become three hundred forty dollars (\$340.00).

(b) Each employee in the Maintenance Unit who is required to wear safety shoes and is qualified to be paid a Tool and Clothing Allowance shall be entitled to a reimbursement payment of twenty dollars (\$20.00) for each purchase of safety shoes to a maximum of one pair of shoes per year from the Authority vendor. Such reimbursement will be made at the completion of any payroll deduction arrangements that have been made between the employee and the shoe supplier.

Section 437. Authority-Owned Hand Tools

An employee will not be required to replace Authority-owned hand tools that are issued to one when such tools are lost, stolen or broken, provided one's negligence did not contribute to their loss, theft or breakage.

Section 438. No Pyramiding of Overtime

Where any provision provides that work is classed as overtime or is to be paid at time and one-half, it will be paid for at the maximum rate of time and one-half notwithstanding any other provision that may provide for overtime or time and one-half, that is to say, overtime or time and one-half will not be paid more than once in respect of the same hour of work and overtime or time and one-half will not be paid on top of overtime or time and one-half in any case; nor shall there be any pyramiding of daily and weekly overtime payments for the same hours worked; nor shall the same allowance be paid more than once in respect to the same work; nor shall any allowance be paid at time and one-half in any case or counted in calculating overtime.

Section 439. Effect of Reclassification or Adjustment of Rates

It is agreed that no reclassification or adjustment of rates made by or as a result of this Agreement shall be considered as giving cause for the making of any other reclassification or adjustment of rates or for the reinstatement of any theretofore existing pay differential.

Section 440. Continuance of Certain Rates and Allowances

In case this Agreement does not cover the subject matter of any presently established rates of pay, or pay allowances, which are not included in or changed as a result of this Agreement, such rates and allowances will continue to be effective.

Section 441. Calculation and Allocation of Retroactive Pay

The Authority and the Union agree that where the Authority cannot readily and easily ascertain, without extensive checking of records, the exact amount of any item of retroactive pay which may be due under the provisions of this Agreement or any extension thereof or the employees entitled thereto, they shall jointly determine some practicable and equitable plan for calculating and allocating the amounts of retroactive pay so that the same may be arrived at on some simple basis in order that the same may be calculated, allocated and paid as soon as it can be practicably done.

Section 442. Holiday Allowance

(a) Employees will be paid a holiday allowance of eight (8) hours pay for each of the following ten holidays, viz., New Year's Day, Dr. Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veterans' Day and Christmas Day (or, instead, the day such holiday is celebrated if celebrated on a day other than such holiday), and the employee's birthday; provided that such allowance will not be paid with respect to any such holiday to an employee who does not perform all one's assigned work or a days work as defined in Section 401 (d)(5) on the last day one is scheduled to work preceding the holiday and the first day one is scheduled to work following the holiday, or to an employee who is scheduled to work on the holiday and does not perform all of one's assigned work or a days work as defined in Section 401 (d)(5) on said holiday; provided, further, that in determining for this purpose whether such assigned work has been performed its non-performance by an employee will be excused if its non-performance was 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, which makes one unable to perform one's assigned work and which originates not earlier than the six (6) calendar days immediately preceding the holiday, and having been excused by the Authority to transact business for the Transport Workers Union. An employee who is scheduled to work on any such holiday and performs all of one's scheduled work or a days work as defined in Section 401 (d)(5) on said holiday will be paid the foregoing holiday allowance in

addition to one's regular pay for said work performed, except only that an employee who is scheduled to work on New Year's day, Independence day, Thanksgiving day or Christmas day, and performs all of the scheduled work on said holiday will be paid the foregoing holiday allowance in addition to one and one-half one's regular pay for said work performed.

Employees who are required to work on their birthday, Good Friday, or Dr. Martin Luther King's Birthday and who perform all of their scheduled work on such holiday will be given the opportunity to trade another day off in lieu of receiving the holiday allowance. The day off must be taken on a day mutually agreeable to the employee and the Authority at which time the employee will receive the holiday allowance indicated in this subsection. Such day must be taken in the same calendar year, but no later than December 15th or be paid. The Authority shall make a good faith effort to adjust quotas at each location so as to allow, to the extent practicable and consistent with operating requirements, a maximum number of employees to be off on any given day.

Effective January 1, 1999, employees will be given the opportunity to take Veteran's Day as an additional personal holiday at a time agreeable to the employee and the Authority. This holiday must be taken between January 3rd and December 15th of a particular year, or will be paid.

(b) For the purpose of this Section, the employee's birthday holiday is taken to be the employee's actual birthday whenever the employee is scheduled to work on that day. If the employee's birthday falls on a day that would normally be a day off for such employee, or falls on another holiday, or during such employee's vacation, the next regularly scheduled work day for such employee is taken to be such employee's birthday for that year.

Effective January 1, 1999, the employee's birthday shall be converted to an additional paid personal holiday.

(c) When an employee is under instruction for a job as the result of voluntarily transferring and is required to undergo instruction on a holiday, one will be paid the holiday allowance at one's regular hourly rate instead of at the trainee rate.

(d) Employees are entitled to one (1) additional holiday and effective March 15, 1978 will be entitled to a second additional holiday, both to be taken at a time agreeable to the employee and the Authority. These holidays must be taken between January 3rd and December 15th of a particular year.

(1) Any employee taking the personal holiday off will be paid for the regular run or shifts. Extra persons will receive eight (8) hours pay.

(2) Any employee requesting pay in lieu of the time off will receive eight (8) hours pay. Those who have not requested either the time off or the pay therefor, by December 15th, will be paid eight (8) hours in the pay period subsequent to December 15th. Employees who request pay instead of time off must do so prior to the Wednesday of the previous week in order to receive the pay in the pay check to be received the following week. In no case will the pay for the personal holiday be considered in the computation of overtime.

Section 443. Pay For Jury Duty

(a) An employee serving on a Court Jury will be paid the difference between one's jury pay and one's regular eight (8) hours straight time rate (in Transportation Departments the pay for one's picked run or one's guarantee, whichever is applicable) for each of one's regular scheduled work days on which one serves on such jury duty.

(b) Employees who are called for jury duty and serve thereon will have their scheduled days off changed to be Saturday and Sunday for the time they are so serving on a jury.

Section 444. Court Work

Employees required by the Authority to appear in court as a witness or who are summoned to appear in court as a result of their performance of assigned duties for the Authority will be paid for such attendance in accordance with the following provisions:

(a) Pay time for such attendance at Municipal, State (including the Youth Study Center and depositions) or Federal Courts will be:

1. For a regular transportation employee, the pay time for the run picked by such employee;
2. For extra transportation employee, eight (8) hours or the pay time for the run to which one would have been assigned had one not so attended court, whichever is the greater;
3. For a maintenance employee, eight (8) hours.
4. Where such attendance is required of an employee during such employee's picked vacation week, one will have the option of either being paid a day's pay at time and one-half for each day so spent during the picked vacation week or changing that vacation week and

picking any open vacation week to which one's seniority would entitled one. The Authority will in no way be restricted or penalized in making any necessary adjustments in hold-downs.

5. Where such attendance is required of an employee on such employee's scheduled day off one will be paid for such attendance at the rate of time and one-half with a guaranteed minimum of eight (8) hours straight time pay.

(b) If an employee performs any platform or scheduled work on a day one so attends any said court such work will be paid for at the overtime rate.

(c) A pay allowance of four (4) hours will be made for a transportation employee for such attendance at a Magistrate's Court. In case such attendance by a regular transportation employee interferes with the performance of platform work assigned to one, one may be relieved from such assigned work for the period necessary to enable one to attend Magistrate's Court. The pay time for such attendance at a Magistrate's Court and for the platform work performed by one will be the said four (4) hour's allowance for such attendance plus the hours actually worked at one's assigned platform work, or the pay time for one's regular assigned run, whichever is greater, provided one reports for and performs the part of one's assigned platform work which is not so interfered with and is required by the Authority.

(d) Pay time for a maintenance employee for attendance at a Magistrate's Court will be the scheduled work hours not worked because of such attendance, or, to the extent that any scheduled work hours are not worked because of such attendance, the time spent in such attendance will be added to the work hours for work performed on that day; and, if all the scheduled work hours of that day are worked, the time spent in such attendance will be added thereto.

(e) Pay will be allowed for attendance at Traffic Court only when such attendance at Traffic Court is as a result of a charge of violation of traffic law or regulation arising from an accident in the course of operating an Authority vehicle where, at the hearing, the employee so charged is found not guilty. When such pay is allowed pay time for such attendance will be as set forth in (c) and (d) above, whichever is applicable.

(f) Employees who are entitled to be paid for court attendance in accordance herewith shall submit to the foreperson or district dispatcher after each day of such attendance a form furnished by the Authority showing the pay due therefor.

(g) Employees who are absent from work in attending court shall notify the foreperson or district dispatcher on each day of such attendance whether they will be required to attend court on the following day.

(h) The rate of pay for such attendance at court shall be the established hourly rate for work regularly performed by the employee, and in the case of an extra yardperson shall be the established rate for switchperson-coupler-blocker.

(i) Where such attendance at Municipal or State or Federal courts would be classed as overtime work if it were platform work, it will be classed as overtime work.

(j) No pay will be allowed in cases where an employee is required to attend court because one is charged with a crime alleged to have been committed otherwise than in the course of one's duties or with violating a traffic law or regulation.

(k) 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 445. Pay Check Adjustment.

Where Authority errors result in an employee's pay check being short four (4) or more hours pay, the Authority will obtain a pay adjustment on the same day the check is issued for any employee who receives his paycheck before 3 p.m. on pay day. All other pay adjustments will be made on the next business day.

Section 446. License Suspensions.

(a) Transportation employees whose job duties require a driver's license who suffer a license suspension for 180 days or less, will remain on the rolls of the Authority and be assigned other work in the bargaining unit for a period not to exceed 180 days in accordance with the provisions below. The employee whose license has been suspended will be assigned, at the sole discretion of the Authority, to any vacant budgeted position they are qualified to perform, at the rate of pay of the job to which they are assigned, When the employee's license is restored, the employee will be returned to their regular job without loss of seniority.

(b) Maintenance employees for whom driving is an essential function of their job, as determined by the Authority, and whose license is suspended for 180 days or

less, may remain on the rolls of the Authority and be assigned other work in the bargaining unit for a period not to exceed 180 days. The employee whose license has been suspended may be assigned, at the sole discretion of the Authority, to any vacant budgeted position they are qualified to perform, at the rate of pay of the job to which they are assigned. When the employee's license is restored, the employee will be returned to his/her regular job without loss of seniority.

(c) Maintenance employees who must drive intermittently or not at all, and whose driver's license is suspended for 180 days or less, will remain on the rolls of the Authority and may be permitted to work their regular job with a driving restriction, at their regular rate, provided it does not impose a hardship to the Authority. If the suspension is for a period greater than 180 days, but less than one year, the employee may remain on the rolls of the Authority and be assigned to other work in the bargaining unit. This assignment will be at the sole discretion of the Authority to a vacant budgeted position the employee is qualified to perform, at the rate of pay of the job to which they are assigned. When the employee's license is restored, the employee will be returned to his/her regular job without loss of seniority.

(d) Employees described in paragraphs (a) and (b) above, whose license is suspended for a period greater than 180 days, may transfer to any vacant position in the bargaining unit for which they qualify, or will be dropped from the rolls of the Authority. Employees covered by paragraph (c) above, whose license is suspended for a period of greater than one (1) year, may transfer to any vacant position in the bargaining unit for which they may qualify, or will be dropped from the rolls of the Authority.

Transportation or Maintenance employees temporarily reassigned under these provisions:

1. Will be required to perform all of the duties of the job to which they are assigned.
2. Will have their days off and shifts determined by the Authority and not be eligible to move to a temporary position at another location.
3. Employees who choose not to be reassigned or abide by subparagraph (a and b) above, will be dropped from the rolls of the Authority.

(e) Whenever necessary to qualify an employee to transfer to a vacant position for which a driver's license is not an essential function of the job, as determined by the Authority, the Authority may temporarily waive the licensing requirements for that employee.

(f) If there are no vacant budgeted positions available at the time an employee who has lost his/her license would be subject to reassignment or voluntary transfer, the employee will be dropped from the rolls of the Authority subject to reinstatement with seniority but no back pay or benefits when a budgeted position becomes available. Employees will be recalled in the same order in which they were dropped.

(g) Any delays in effectuating a transfer under this provision will result in unpaid leave for the employee.

Article V
SICK LEAVE; SICK BENEFITS; WORKERS'
COMPENSATION; ALTERNATE DUTY

Section 501. Sick Leave

(a) Absence from work, properly reported, because of sickness or injury will be classed as sick leave.

(b) (1) The maximum sick leave to which an employee is entitled during one's entire service with the Authority will be sixty (60) days for the first six (6) months of service, sixty (60) days for the second six (6) months of service, and sixty (60) days for each full year of service thereafter.

(b) (2) Employees hired March 15, 1975, and thereafter, will be entitled to maximum 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, and thirty (30) days for the fourth six (6) months of service, then sixty (60) days for each full year of service thereafter.

(c) Beginning with the third (3rd) year of service, the sixty (60) days credit for each year will be credited at the beginning of each year of service.

(d) The period of Authority service on which an employee's sick leave is computed will be from the day of employment to and including the last day worked before absence due to sickness and no additional sick leave allowance may accrue during such an absence.

(e) In any year in which an employee's accumulated sick leave used reaches a total of 365 days or any whole multiple thereof such employees shall not be credited with the sixty (60) days set forth in (d) above, on one's next anniversary of employment, but will forfeit such credit.

(f) 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 the allowable sick leave.

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

(h) 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.

(i) (1) Any employee whose absence due to illness exceeds the amount of sick leave to which one is entitled under this Section will be automatically dropped from Authority service, and placed on the Priority Recall List in accordance with Section 504.V.

(2) The Authority will give the Union a copy of the 501(i)(1) Priority Recall List upon request, but not more often than once per month.

(j) 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.

(k) Employees on extended sick leave will be required to request extensions of their sick leave every sixty (60) days during such absence. The first such request should be received from the employee within sixty (60) days after the beginning of one's illness. For this purpose a form will be sent to such employee by certified mail to one's last known address. Subsequent extensions will be handled in the same manner each sixty (60) days thereafter.

(l) Discipline for attendance infractions will be as per the "Attendance Point System" (see Appendix).

(m) 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.

(n) 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.

(o) 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.

(p) Employees who are not in the sick book and who are required by the Authority to report to SEPTA's Medical Department when they would otherwise be working will be compensated at their regular rate for time lost from work.

(q) Employees who are not in the sick book or disabled due to an on-the-job Workers Compensation injury and who are required by the Authority to report to SEPTA's Medical Department before or after their scheduled work, or on their swing or on their day off will be compensated at the regular wage rate for their current job for the time spent at SEPTA's Medical Department. Employees performing Transitional Duty assignments will receive the Transitional Duty rate.

(r) Employee's 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 a 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. Upon such employee's return to work, any subsequent absence may result in his/her being dropped from the rolls of the Authority in accordance with section 501(i) of the Labor Agreement.

Section 502. Sick Benefits

(a) Sick benefits shall be paid as hereinafter provided, by the Authority to an employee for disability caused by illness or injury for a period not to exceed one hundred and eighty days in any consecutive twelve (12) months, it being understood that this shall apply only in cases where the regular wage or salary is not continued during absence from duty.

Effective March 15, 1994, the amount of such sick benefits, beginning with the fourth day's absence from duty for such cause, shall be as follows:

1 to 28 Days	\$255.00
29 to 180 Days	\$230.00

For any employee hired on March 20, 1986 and thereafter, the above benefits are not to exceed fifty percent (50%) of the employee's hourly rate.

Employees who become sick on or after April 10, 1995 shall receive sick benefits amounting to forty-five percent (45%) of the employee's regular straight time hourly rate times eight (8) hours per day. However, in no case will an employee receive less sick benefits than he/she would have received under the provisions of the 1992-95 agreement:

Employees who become sick on or after April 29, 2001 shall receive sick benefits amounting to fifty percent (50%) of the employee's regular straight time hourly rate times eight (8) hours per day. However, in no case will an employee receive less sick benefits than he/she would have received under the provisions of the 1992-95 agreement:

It is especially provided that 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.

(b) Payments shall commence with the fourth day's illness providing that notice in writing requesting sick benefits is received by the Authority within the first three (3) days of illness.

(c) All applications for sick benefits shall be made in writing upon blanks furnished for the purpose by the Authority which may be secured from the various Division Superintendents and Department Heads. All applications must be approved by the Division Superintendent or Department Head. If, however, an application blank is not available, notice in writing requesting benefits to the Division Superintendent or Department Head on or before the third (3rd) day of illness will be sufficient as a preliminary request. However, such notices must in all cases be followed by an application form properly executed. Reporting off sick to the Department Head or Superintendent or reporting to the Medical Department or Compensation Department will not be construed as an application for sick benefits. The responsibility for requesting sick benefits is strictly up to the employee.

(d) All requests for sick benefits must be made in writing and must be received by the Division Superintendent or Department Head 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) When an employee turns in a fully completed application for sick benefits (including physician's statement) to their appropriate location managerial representative, they shall be provided receipt of delivery upon request.

(f) Employees becoming ill while on leave of absence and out of reach of the Authority's regular examining physician will be required to forward with their application for sick benefits a doctor's certificate sworn to before a Notary Public giving full history of their case. Such cases may then be passed upon by the Authority.

(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) 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 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.

(i) Pensioners will not be eligible for sick benefits.

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

(k) 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 (3rd) party source.

(l) No sick benefits will be paid to an employee who is injured while performing work for an employer other than SEPTA.

(m) In the event the Authority disputes a Workers Compensation claim filed by an employee, such employee shall be paid all sick benefits to which he/she is otherwise entitled under the Labor Agreement. In the event the Workers Compensation claim is upheld, the sick benefits paid to the employee under this paragraph will be deducted from the Workers Compensation benefit payments.

Section 503. Workers' Compensation

I. Purpose

It is the intent of this Agreement to provide employees who claim compensable personal injuries or illnesses covered by the Pennsylvania Workers' Compensation Act (the Act) with improved access to high-quality medical care and to reduce the number and severity of disputes concerning such claims.

II. Medical Network

(a) In accordance with the Pennsylvania Workers' Compensation Act, the Authority will continue to make available to employees with compensable injuries and illnesses a panel of authorized medical providers for the treatment of such injuries and illnesses (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 compensable injuries or illnesses under the Workers' Compensation Act. Before awarding the contract, the Authority will meet with TWU leadership and discuss the selection of the network administrator, including further consideration of Comp Services Inc. The Authority in its sole discretion shall determine the authorized medical providers who will serve on the panel.

(b) The Authority will post at all locations a list of the authorized medical providers and shall deliver to employees who report compensable injuries or illnesses a copy of the list.

(c) 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.

(d) Pursuant to the Pennsylvania Workers' Compensation Act, employees seeking treatment for compensable injuries or illnesses 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 shall render any medical treatment non-compensable; provided that when an employee requires emergency medical treatment due to a compensable injury or illness, the employee may be transported to a hospital immediately; however once the employee's condition has been stabilized, he or she must utilize authorized medical providers on the panel.

(e) Employees who incurred compensable injuries or illnesses before January 1, 1999, and on that date are within the initial ninety (90) day period of

their claim and are treating with medical providers who are not authorized medical providers on the new panel, will be permitted to continue treating with such providers for the balance of the initial ninety (90) day period. If the employee seeks treatment from an authorized medical provider after the ninetieth (90th) day of the claim, he/she shall be eligible for supplemental compensation in accordance with the following section.

(f) 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.

III. Supplemental Compensation

(a) Except as provided in this Section, all compensation payable to employees who incur compensable workers' compensation injuries or illnesses shall be paid in accordance with the Pennsylvania Workers' Compensation Act.

(b) During the first seven (7) days of an absence due to a compensable workers' compensation claim, the employee will be entitled to supplemental compensation at the weekly rate of 75% of the applicable statutory "average weekly wage," if the employee returns to work within eight (8) days from the date of the injury. If the employee returns to work between the 8th and 13th day of the injury, inclusive, the employee will be entitled to supplemental compensation for the first seven (7) days, the gross amount of which shall equal the applicable statutory rate. Employees who continue to be absent after the 13th day will receive no supplemental compensation for the first seven (7) days of the absence.

(c) For those compensable injuries or illnesses that continue beyond the ninetieth (90th) day, supplemental compensation will be paid to any employee for so long as he/she continues to treat such injury or illness through an authorized medical provider on the panel commencing on the 91st day through and including the one-hundred and eightieth (180th) day of such claim. Supplemental compensation shall consist of additional payments to each statutory workers' compensation payment received by the claimant equal to ten (10) percent of the claimant's statutory "average weekly wage." The Authority shall pay supplemental compensation to the claimant through payroll.

(d) Employees who continue to treat with an authorized medical provider on the panel beyond the one-hundred and eightieth (180th) day will receive no additional supplemental compensation.

IV. Prescription Medication

Prescribed medication for an employee's compensable injury or illness shall be provided at no cost to the employee. The Authority shall 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.

V. Medical Dispute Resolution

Section 1201 of the labor agreement will not apply to employees involved in a dispute who are at the time receiving workers' compensation indemnity benefits.

If the employee's treating physician considers the employee unable to work a job assigned to him/her by the Authority, including Transitional or Alternate Duty or the employee's regularly assigned position, the employee will be placed on IOD leave. In addition to all other rights under the Pennsylvania Workers' Compensation Act, the Authority shall have the right to petition to have the employee's workers' compensation benefits suspended or terminated. If, during the pendency of any litigation, the employee's treating physician changes his/her opinion regarding the employee's ability to perform the job offered by the Authority, the employee immediately will be required to return to work.

If the workers' compensation dispute is resolved in favor of the employee, the employee will continue on IOD leave or continue on the Priority Recall List until the applicable time periods have expired, as described in this labor agreement, or if the employee had been performing an Alternate Duty Position when the dispute arose, he/she will be returned to such position.

If the Authority prevails, and at the time of the determination the employee is on IOD leave or on the Priority Recall List, the employee must return to his/her regular position or be deemed to have resigned from employment with the Authority. If, at the time of the determination, the employee has exhausted all IOD leave and all applicable time on the Priority Recall List and has been dropped from the Authority's rolls, he/she will not be reinstated.

Section 504. Alternate Duty Program

I. 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 parties agree that the following full-time classifications shall be Alternate Duty Positions: Vehicle Readiness Coordinator (VRC), Loader, Scrapper and Cashier.

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 sick employees with five (5) or more years of seniority at the time of disqualification.

3. *MD List:* The list of Medically Disqualified employees awaiting assignment to a permanently budgeted Alternate Duty Position.

4. *Temporarily 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 for a temporary period of time, as determined by the Authority's Medical Director or his/her designee.

5. *Transitional Duty:* A temporary alternate duty assignment for IOD employees not to exceed ninety (90) days per assignment at a wage rate of \$5.64/hour. Such employees, if eligible, also will receive a partial disability payment pursuant to the Workers' Compensation Act. Transitional duty assignments may entail less than a full-time schedule.

II. Transition of Employees in MDTD Program

All temporary duty assignments in the MDTD program at the time this Alternate Duty Program takes effect will cease. Employees performing such assignments at that time will be treated as follows:

1. Temporarily disabled employees working in the MDTD program when the MDTD program ceases will be classified as Medically Disqualified, if applicable, returned to their regular permanently budgeted positions if medically capable of performing the work, or placed on sick leave or IOD leave. For sick employees performing MDTD jobs on the ratification date of this agreement, the Authority will permit such employees to remain in their MDTD assignment for a period not to exceed sixty (60) days and, upon return to sick leave, an employee who has no accrued leave, will be advanced sixty (60) days of sick leave from the employee's future entitlement.

2. For employees classified as MDPD, the Authority will make available fifty-seven (57) Alternate Duty Positions. Such employees will be offered the opportunity to transfer to one of the Alternate Duty Positions on the basis of Authority seniority, provided that the employee has the requisite skills and is medically capable of performing the duties of the Alternate Duty Position. Employees in an Alternate Duty Position will be permitted to pick their work assignments, including location and shift, based on Authority seniority.

3. An employee who was classified as MDPD but was not placed in one of the 57 positions (either because all 57 positions were filled or because the employee was not capable of performing in any of the 57 available positions) will be placed on the MD List and permitted to remain in their current MDTD assignment for a period not to exceed six (6) months from the date of ratification of this labor agreement. Thereafter, any such employee will be placed on sick leave or IOD leave, as applicable, and continue on the MD List. While on the MD List, such employees will have priority for placement in an available Alternate Duty Position over any employee who subsequently is Medically Disqualified. Also, if during the first sixty (60) days of the new assignment to an Alternate Duty Position, the Authority determines that the employee is not medically capable of performing the duties of the position, the employee will be placed on sick leave or IOD leave and will be placed on the MD List.

4. Employees who transfer to one of the 57 positions will not be precluded from placing their names on the MD List to await transfer to another Alternate Duty Position. Such employees will be placed on the MD List in order of Authority seniority.

5. MDPD employees who transfer to one of the 57 Alternate Duty Positions will be paid at the applicable wage rate for such Alternate Duty Position, as adjusted for across-the-board wage increases under the Labor Agreement.

III. New Alternate Duty Program

Under the new Alternate Duty Program, employees who are medically incapable of performing their regular permanently budgeted job due to illness or injury will be treated as follows:

1. Employees who are Temporarily Disqualified will utilize sick leave or IOD Leave, if otherwise eligible, but will not be placed on the MD List. The Authority may offer Transitional Duty assignments to IOD employees. Any IOD employee who declines a Transitional Duty assignment 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.

2. 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 any sick leave or IOD Leave for which they are eligible and for the duration of any time period for which the employee is eligible to be on the Priority Recall List. When such periods have expired, the employee will be removed from the MD List.

3. 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. Medically Disqualified employees 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 an Alternate Duty Position, remove an employee from an existing Alternate Duty Position or fill a vacated Alternate Duty Position.

4. The wage rates for employees assigned to Alternate Duty Positions will be as set forth in the Wage Rate Manual. Employees in the VRC, Loader, Cashier or other Permanently Budgeted positions will be subject to the wage progression. Employees in the Scrapper position will be subject to the MCD wage progression and longevity schedule. All such employees will be eligible for across-the-board wage increases provided in the Labor Agreement.

5. 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, including Transitional Duty assignments.

6. Any IOD employee who turns down an Alternate Duty Position that he/she is medically capable of performing, regardless whether or not Medically Disqualified, 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 remain on sick leave and on the MD List.

7. 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.

8. Except as modified herein, transfers of Medically Disqualified employees into Alternate Duty positions shall be subject to the transfer provisions of Section 304; provided that, under Section 304(f), sick employees who voluntarily opt to return to leave status will be placed back on sick leave, and IOD employees who voluntarily opt to return will be deemed to have turned down available Alternate Duty work. Under no circumstances will an employee be permitted to return to a former MDTD assignment.

9. 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.

10. The Medical Dispute Resolution Procedures will not apply to the assignment of Medically Disqualified IOD employees to Alternate Duty Positions or to the assignment of Temporarily Disqualified IOD employees to Transitional Duty assignments.

11. The Medical Review Board established pursuant to Section 1204 of this Labor Agreement shall convene within fourteen (14) days of ratification of this agreement to review the medical status of all employees currently in the MDTD program. The Medical Review Board will be responsible for reviewing the classifications of employees as Medically Disqualified. SEPTA's Medical Department or its designee shall retain final authority for making medical classifications under this Section.

IV. IOD Leave

1. Injured on duty employees receiving workers' compensation benefits will be entitled to "IOD Leave," on a career basis, during which the employee will continue to participate in the Authority's fringe and employee benefit plans/programs (except vacation, which is subject to the Vacation Proration provision of this labor agreement) and accrue seniority during such leave.

2. For employees hired before the ratification of this agreement, the total career entitlement of IOD Leave will be fifty-two (52) weeks upon hire for the first year of active service, plus ten (10) weeks for each year of active service thereafter.

3. For employees hired on or after the ratification of this agreement, the total career entitlement of IOD Leave will be fifty-two (52) weeks upon hire for the first year of active service, plus nine (9) weeks for each year of active service thereafter.

4. For purposes of this Section, an employee completes a year of active service when he/she has been actively at work for the entire year. An employee may earn IOD Leave on a pro-rated basis in 1/12 increments for each completed calendar month of active service when he/she has been actively at work for the entire calendar month.

Authorized periods of leave for sick leave, military leave, jury leave and union leave, pursuant to the terms of this labor agreement, count as active service and will not disqualify the calendar year or month in question. All other forms of personal leave including but not limited to IOD leave will not qualify as active service, thereby disqualifying the calendar year or month in question for purposes of calculating IOD Leave entitlement. Periods of continuous leave before ratification of this agreement for compensable injuries or illnesses under the workers' compensation act will be counted as active service at half rate (e.g., two years of leave equals one year of active service), provided that any employee will be granted no less than one (1) year of IOD Leave commencing with the ratification of this agreement.

5. Once an eligible employee has expired his/her career entitlement to IOD Leave, all Authority benefits and seniority accrual will stop, and the employee shall be placed on the Priority Recall List for the length of his/her IOD Leave entitlement, not to exceed two (2) years. Any employee who is recalled to active employment from the Priority Recall List will have his/her benefits reinstated upon return to active employment.

6. The period of IOD Leave will be measured as the total cumulative number of lost-time work weeks from the commencement of a lost-time claim with one (1) lost-time work week being counted for each work week in which the employee's lost time exceeds twenty (20) hours.

7. Nothing in this section obviates the rights previously held by the Authority in regards to dropping employees when it is appropriate.

V. Priority Recall List

1. Upon expiration of sick leave (or IOD Leave), an employee will be kept on the Priority Recall List for a period equal to the employee's original amount of sick leave (or IOD Leave), not to exceed two (2) years. During the recall period, the employee will not accrue any seniority or be entitled to any Authority benefits.

2. While on the Priority Recall List, an employee may be recalled to his/her former permanently budgeted position, if medically capable of performing the job, or assigned to an Alternate Duty Position, if eligible under the terms of this Article. Once recalled, an employee will not be eligible to return to the Priority Recall List.

Section 505. Earned Days Off - Paid Excused Days.

(a) Effective July 1, 1989, all hourly employees will be entitled to one (1) earned excused day (without pay) for every ninety (90) calendar days with no sick days, I.O.D. days, misses or suspension days. These days 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 will be given a priority which is less than personal days but more than other excused days and can be used to address child care and other personal needs.

(b) Upon ratification, employees will receive one (1) paid excused day for each one hundred and eighty (180) consecutive days of perfect attendance achieved thereafter. Paid excused days may be taken by an employee like any other personal day or floating holiday. Alternatively, employees may cash in a paid excused day at any time and receive eight (8) hours pay at their straight time rate. Paid excused days may be accumulated and carried over from year to year.

(c) In the event an employee reports I.O.D. from work and 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.

(d) Employees entitled to an earned excused day can take one of these days whenever the quota set for such days remains unfilled at their location.

**Article VI
VACATIONS**

Section 601. Vacations

The following regulations shall govern vacation and vacation allowances for employees in the Unit.

Vacations will be taken and vacations allowances will be paid to those employees in the Unit who qualify as hereinafter set forth, in accordance with the following provisions:

(1) (a) <u>LENGTH OF SERVICE</u>	<u>VACATION TO BE TAKEN</u>
1 Year	2 Weeks
5 Years	3 Weeks
13 Years	4 Weeks
23 Years	5 Weeks

(b) In each case the length of service referred to above means length of continuous service with the Authority without a break completed before the last day of the current calendar year.

(c) In the case of an employee who qualifies for the first time for a vacation or for additional week(s) of vacation, such vacation or additional week(s) of vacation 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 any time after such Saturday.

(d) In determining the length of continuous service with the Authority without a break, for purposes of determining eligibility for vacations in accordance with the foregoing paragraphs, lay-offs totaling thirty (30) days or less in any calendar year will not be taken as a break in continuous service with the Authority; and where employees are rehired after a lay-off of more than thirty days but less than two years, the amount of their previous actual service with the Authority (excluding periods of lay-off) will be counted in computing vacation allowance, provided they have worked eight (8) months after the rehiring.

(2) (a) The number of hours paid for one week's vacation allowance shall be forty-four (44) hours. The hourly rates to be paid in each respective case will be as follows:

- (i) An employee regularly devoting one's entire working time to one job at a standard rate will receive the hourly rate for the job involved.
- (ii) An employee regularly working on more than one job and receiving a different standard rate on each job will receive an hourly rate determined by averaging the rates for the jobs involved.
- (iii) Where on the date on which the vacation allowance is paid an employee is assigned temporarily to a classification above one's normal classification one will receive the rate for the classification to which one is normally assigned unless one has been assigned to the higher classification temporarily for a continuous period of sixty (60) days or more immediately preceding such date, in which case one will receive the higher rate.

(b) Vacation pay in the current calendar year will be reduced by 1/3 for each 120 days of time lost in the previous calendar year. Except as otherwise required by law, measurement of lost time for the purpose of calculating an employee's vacation entitlement shall include any period of sickness, injury, AWOL or personal leave, in any combination, rounded to the nearest day.

Employees who lose vacation pay as a result of the vacation proration language above will be paid for the days earned and not paid for the prorated days lost. In addition, employees choosing to work on the unpaid days will be permitted to do so, provided they inform their supervisor at the time of the vacation picking.

In the case of an employee who first becomes eligible, pursuant to subsection (1) above, 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 eight (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 2(b) above only, the following shall be counted as days worked: (i) days on which an extra trainperson, busperson or cashier makes one's scheduled reports even though no work is available to one; and (ii) days for which an employee is excused by the Authority to transact business for the Union.

(3) An employee who accrues vacation benefits from the previous calendar year will receive vacation pay in the current year whether or not they are on the active rolls of the Authority; therefore:

(a) An employee available for work (including vacations, personal and other good time) for 240 or more days in a calendar year, who then goes on pension, dies or resigns, will be paid his vacation allowance for vacation earned in that calendar year the following January. In addition, in the case of an employee who was qualified in accordance with these regulations for a vacation allowance in the current calendar year, and who dies or goes on pension before receiving such vacation pay, the payment for such vacation will be made together with the last payment of wages. Should a retired employee return to active service of the Authority during the current calendar year, the employee will not again be paid another vacation allowance under any provisions of these regulations.

(b) An employee available for work for 240 or more days in a calendar year, who then is discharged or resigns in lieu of discharge, will not be entitled to receive his vacation allowance for vacation earned in that calendar year the following January. Discharged employees will be entitled to receive vacation accrued from the prior year that has not been used.

(c) In the case of an employee who enters military or naval service of the United States:

(i) An employee who enters the military or naval service of the United States and who has qualified for a vacation allowance but has not received it prior to the time one ceases working to enter such military or naval service will be paid one's vacation allowance in lieu of vacation with pay at the time of one's induction into such service.

(ii) An employee who enters the military or naval service of the United States and who has not qualified for a vacation allowance at the time one ceases

working to enter such military or naval service but who would qualify for a vacation allowance during the current calendar year if one were to remain at work with the Authority instead of entering such service, will be paid the vacation allowance for which one would so qualify during the current calendar year if one were to remain at work and such vacation allowance in lieu of vacation with pay will be paid one at the time of one's induction into such service.

(iii) In the event a vacation allowance is paid to such an employee and one returns to work with the Authority during the current calendar year one will not again be paid another vacation allowance under any provisions of these regulations.

(4) The annual vacation season will begin January 1st and end December 31st. Vacation weeks will begin on Sunday; and there shall be no splitting of vacations by days or portions of weeks except that those employees who are entitled to five (5) weeks vacation will be permitted to pick one (1) week in days at a time mutually agreeable to the employee and the Authority. The rate of pay shall be on an eight (8) hour basis. Employees eligible to pick more than one week's vacation shall wherever possible, pick at least two (2) consecutive vacation weeks. In cases where the limitation of quotas will not permit selection of two consecutive vacation weeks, or where employees have a valid reason for not doing so, employees may select weeks that are not consecutive with the approval of the depot superintendent or foreperson, and subject to the limitations of quotas arranged in advance by the several departments. However, the Authority reserves the right to change the time of any employee's vacation if unforeseen conditions arise requiring a change of such time to be made, in which case a different time will be mutually arranged. The trading of vacation weeks between two (2) employees within the Transportation group may be permitted with approval of the district superintendent, but such approval will not be granted if there is more than two (2) years' difference in district seniority between such two employees or if there is no valid reason for the trading proposed.

(5) The Authority may close any of its shops for a period of one or two (2) weeks during the vacation season for vacation purposes. An employee who is eligible for a vacation week or weeks additional to the period one's shop may be so closed will select such additional vacation week or weeks subject to quotas arranged in advance for the department in which one is employed. An employee of any such shop who is eligible for vacation but who may be required to work, notwithstanding the fact one's shop is closed for vacation' will be guaranteed enough work to enable one to earn as much during the period one's shop is so closed as one would have

earned in the performance of one's regular work for such period had the shop not been so closed, and one will be given such one or two (2) weeks period off at some other time and will be paid one's vacation allowance therefor. Employees of such shops who are not eligible for vacations under these regulations will be assigned to other work during the period their shop is closed.

(6) Effective January 1, 1990, any employee eligible for three (3) or more weeks of vacation will be allowed to take one week's vacation in days at said employee's regular rate for forty (40) hours. Such intention must be made known at the time of the vacation picking.

Effective January 1, 1990, any employee eligible for four (4) or more weeks of vacation will be allowed to sell one week back to the Authority at said employee's regular rate for forty-four (44) hours. Such intention must be made known at the time of the vacation picking.

(7) Employees who are entitled to receive three (3) weeks of vacation or more and who wish to sell back a vacation may give notice at the time of the vacation picking of their intention to do so. Employees who sell back a week of vacation will select one (1) week less than their normal vacation allotment. e.g.: an employee who is entitled to five (5) weeks of vacation and sells back one (1) week will pick only four (4) weeks of vacation at the time of the picking.

An employee who decides after the vacation picking has been concluded that he/she wishes to sell back a vacation, will designate which week is to be surrendered.

Employees who sell back a week of vacation will give the Authority at least two (2) weeks notice of the week during which they wish to receive the vacation allowance.

Subsequent to the vacation picking, any employee who changes his/her mind and wishes to revoke the decision to sell back a vacation to the Authority, may select an open vacation week with the mutual consent of the location superintendent.

The above conditions do not cover emergency requests for vacation sell back. These circumstances will be discussed on a case by case basis.

No more than 3% per each section's manpower, with a minimum of two (2) employees, will be permitted to sell back any vacation week with the two (2) week notification mentioned above.

(8) Accurate completion of vacation pickings scheduled and prepared by the Authority will be conducted by the Authority in accordance with the picking criteria set forth in this section. The Authority will conduct transportation and maintenance vacation pickings with the assistance of one (1) Section Officer, who will be excused from his/her regular assignment with pay.

Article VII
PENSIONS

Section 701. Pensions

The Authority agrees to continue, during this term hereof, its existing pension plan number 004 for the employees covered by this Agreement. Some of the provisions of that plan are set forth herein.

Section 702. Regular Pension

(a) Effective for those who retire March 15, 1992, and thereafter:

(1) Normal retirement at:

(i) age 62, unreduced, or

(ii) age 55 with 30 years of service, unreduced

(2) Effective for those who retire on or after May 1, 1995, normal monthly pension benefit to be calculated, as is the SAM pension formula, as one-twelfth of the following: 1.4% of the employee's average annual salary up to the Social Security Covered Compensation Level plus 1.8% of the employee's average annual salary in excess of that level but (unlike the SAM pension) up to a maximum of \$40,000, such sum multiplied by years of service up to thirty years; plus 1% of salary up to a maximum of \$40,000, times each year of service over 30 years. The employee's average annual salary will be the greater of the average of his/her last three (3) years on the date preceding retirement or the hourly rate on the retirement date times 2,080 hours, plus the hourly rate twelve months (12) prior to the retirement date times 2,080 hours, plus the hourly rate twenty-four (24) months prior to the retirement date times 2,080 divided by three (3).

(3) For employees retiring on or after November 1, 1998, through and including March 14, 2000, the compensation cap under the pension formula will be increased to \$42,500, provided however that any employee retiring under the Voluntary Retirement Incentive Program shall remain subject to the compensation cap of \$40,000.

(4) For employees retiring on or after March 15, 2000: the Social Security Covered Compensation Level will be reduced to \$28,000 and frozen at that level, the compensation cap under the pension formula will be increased to \$48,000; the Authority will calculate the employee's "average . . . last three (3) years on the date preceding retirement" by using the three (3) highest years' earnings from among the six (6) years preceding the employee's retirement or separation date; the reference to "1.4%" in Section 702(a)(2) above will be replaced with "1.6%"; and employees with 30 years of service will be permitted to retire with an unreduced normal retirement benefit.

(a) For employees retiring on or after April 29, 2001, the compensation cap under the pension formula will be increased to \$50,000.

(5) For employees retiring on or after November 7, 2005, the pension formula above will be modified to increase the multiplier to 1.8% of the first \$50,000 for all years of service.

(6) Early retirement after completion of twenty-five (25) full years of service, regardless of age.

(7) Early retirement benefit reduction of four percent (4%) for each year prior to the age at which the employee would be eligible for normal retirement.

(8) Employees are to be fully vested (100%) after five (5) years of service.

(9) 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.

(10) Post-Retirement Survivor Benefit

(a) The normal retirement option for married employees is assumed to be an actuarial 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.

(b) 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 benefit been paid as if he/she had not selected the option on his/her retirement date.

(11) Pre-Retirement Spouse death benefit will be 50% of the pension the employee could 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 reaches age sixty-five (65) (or an actuarially reduced amount to age fifty-five (55)).

(12) If any employee retiring after the date of this Agreement would receive a greater pension under the former plan, the greater benefit will apply.

(13) Pensions granted to employees less than sixty-five (65) years of age will be limited to a maximum of twenty (20) retirees in any one calendar month and will be granted on the basis of Authority seniority.

(14)(a) Union Officers on full-time leave of absence under Section 901(b) 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 subparagraphs (a)(2) and (a)(4) of this section.

(b) Bargaining unit members excused from work under Section 105 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 under subparagraphs (a)(2) and (a)(4) of this section.

(15) The Authority may require an employee with twenty (20) years of continuous service to retire on a regular pension if the employee has reached the age of seventy (70) years. Employees required by the Authority to retire will be given three (3) months notice of the Authority decision.

Section 703. Special Pension for Older Employees

Any employee over seventy (70) years of age with less than twenty (20) years but more than fifteen (15) years of service may be retired on a pension at the rate of Three dollars (\$3.00) per month for each year of service.

Section 704. Disability Pension

Effective March 1, 1983, any employee who is permanently incapacitated and has had at least fifteen (15) years of service will be retired on a pension rate of two hundred forty-five dollars (\$245.00) per month.

Effective March 20, 1986, any employee who is permanently incapacitated and has had at least fifteen (15) years of service will be retired on a pension rate of three hundred dollars (\$300.00) per month.

Effective March 15, 1992, any employee who is permanently incapacitated and has had at least fifteen (15) years of service will be retired on a pension rate of five hundred dollars (\$500.00) per month.

Section 705. Offsets Against Workers' Compensation Payments

Except as provided in the following paragraph, 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 coverer, 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. § 71(a).

Section 706. Seniority Broken by Sick Leave

In the event any employee returns to work after having been on a continuous sick leave for more than two (2) years, no more than two (2) years of such leave will be counted for the purpose of calculating pension entitlements.

Section 707. Former Pensions

Former employees who retired on pension prior to January 15, 1969, will continue to receive benefits in accordance with the provisions of the contracts which were in effect at the times of their respective retirements on pension except that where former pension plans permitted a reduction of pension payments to offset increases in Social Security, the allowable reductions in pension payments will not be made to offset any Social Security increases which occur after January 15, 1969.

Section 708. Severance Pay

An employee who is permanently incapacitated will be given severance pay at the rate of one hundred dollars (\$100.00) for each full year of service. A permanently incapacitated employee with fifteen (15) or more full years of service

will have the option of taking the disability pension or the severance pay, but in no case will one be entitled to both.

Section 709. Paid-In Pension

Effective November 1, 1998, all employees will contribute two-percent (2%) of forty (40) hours at the employee's hourly wage rate as set forth in the Wage Rate Manual on a weekly basis by payroll deduction toward the cost of maintaining the pension plan. 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.

Section 710. Pension Committee Representation

Effective July 1, 1989, the Union shall be entitled to designate two (2) persons who shall serve as members of the Authority's Pension Committee of the Board. The Union shall have the right to replace a Union designated representative at any time for any reason.

Section 711. 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 712. Summary Plan Description

Effective January 31, 1999, the Authority will publish and distribute a Summary Plan Description and an annual Summary Annual Report to all bargaining unit employees participating in the pension plan, modeled on the pension plan reporting and disclosure provisions of the Employee Retirement Income Security Act (ERISA) which does not apply to SEPTA's pension plan. Summaries of Material Modifications will be issued within six (6) months of any such modification in the Plan.

Article VIII

GROUP LIFE INSURANCE; HOSPITALIZATION; PRESCRIPTIONS

Section 801. 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) Employees hired before November 1, 1998 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:

(a) Effective on April 10, 1995, sixteen thousand dollars (\$16,000.00).

(b) Effective on or after March 15, 1996, the group life insurance of \$16,000 will be increased by \$8,000 to \$24,000.

(c) Effective on or after March 15, 1997, the group life insurance of \$24,000 will be increased by \$16,000 to \$40,000.

(2) Employees hired on or after November 1, 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

Such new hires may opt to buy additional coverage for a total of \$24,000 or \$40,000 in the group life insurance plan by electing such coverage during the thirty (30) day period following successful completion of their probationary period, but shall pay the difference in cost for such additional coverage.

(3) All such employees who cease to be in active service of the Authority and retire on pension on or after March 15, 1981, and who shall have been

contributing to this plan will upon such retirement be eligible for group life insurance of Three Thousand Dollars (\$3,000.00).

(4) All such employees who cease to be in active service of the Authority and retire on pension on or after November 1, 1998, and who shall have been contributing to this plan will upon such retirement be eligible for group life insurance of Ten Thousand Dollars (\$10,000.00).

(5) The group life insurance plan provided for in this Article VIII 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.

(6) The obligation of the Authority to procure and maintain such group insurance shall be conditioned upon the requirement that seventy-five percent (75%) of the eligible employees and pensioners of the Authority shall at all times be subscribers to such group insurance.

Section 802. Assault Insurance

Effective November 7, 2005, a death benefit payment in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) will be provided to a beneficiary in the event of death from injury of an employee as a result of assault or robbery in the course of one's employment.

Section 803. Medical Benefits

(a) 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:

PPO. Independence Blue Cross - Personal Choice 10/20/70 Plan, with the following modifications: emergency room co-payment of \$100, waived if admitted; removal of all \$75 co-payments; physical, speech and occupational therapist services, \$20 co-payment for visits 1-30, \$30 co-payment for visits 31-60 (per calendar year); and chiropractic visits limited to 20 (per calendar year).

HMO. Independence Blue Cross - Keystone 5 Plan.

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.

Provided, however, that any employee who is enrolled in the PPO Plan on the ratification date of this Agreement shall be eligible to move voluntarily to the HMO Plan until August 6, 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.

(b) New Hires. New hires will become eligible for medical plan benefits the first month following the successful completion of the ninety (90) day period specified in Section 1003(b). Any employee hired on or after November 7, 2005, shall be eligible for participation only in the HMO Plan for a period of four (4) years from the date of hire.

(c) 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.

(1) Until April 1, 2006, 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) or twenty percent (20%) of the required premiums (next twelve months of coverage), will continue such contributions. On April 1, 2006, these contribution rates will be replaced with the one percent (1%) of forty (40) hours rate described above.

(2) Employees on leave of absence 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.

(d) Active Employees/Spouses - Age 65. For active employees who are sixty-five (65) years of age or whose spouses are sixty-five (65) years of age, the Authority will substitute for such sixty-five (65) year old person in lieu of Blue Cross and Blue Shield, payment for the Medicare B Plan and the Blue Cross 65 Special.

(e) Retiree Medical Coverage.

(1) For employees going on pension on or after October 1, 1977, the Authority will pay for those who retire prior to age sixty-five (65) fifty percent (50%) of the Non-Group Blue Cross Only Family Premium Rate which is in effect on October 1, 1977 (present rate Fifty Dollars and Fifty Cents (\$50.50)) until pensioner reaches age sixty-five (65) or until one becomes eligible for Medicare, whichever is sooner. Same rate to remain in effect for duration of Agreement.

(2) Employees going on pension on or after March 15, 1989, and their qualifying spouses who are eligible for retiree medical coverage, will have such coverage either in a PPO plan for a period of thirty-six (36) months from date of retirement, or in an HMO plan for a period of fifty (50) months from the date of retirement. The plans offered will be the medical plans in effect for active employees at the time of the employee's retirement while they are below age sixty-five (65), and 100% of the Blue Cross 65 Special or HMO equivalent after they reach age sixty-five (65). This benefit will be guaranteed for each such retiring employee and his/her spouse for the term of the agreement and is subject to renegotiation upon the expiration thereof. The Cost Containment Committee will review this benefit on a periodic basis. Any change in covered months will not affect prior pensioners.

(3) For employees less than age sixty-five (65) retiring on disability pension, the Authority will pay the same rate as described in (d) above, until eligible for Medicare, but not to exceed a two (2) year period.

(f) 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.

(g) Opt-Out Incentive. Effective January 1, 1999, employees will be able to opt out of medical coverage if they have alternative coverage. The opt out payment will be equal to one-third of the cost for the employee's applicable HMO dependent status tier.

Section 804. Prescription Benefits

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

Retail Co-Payments (up to 30-day prescription):

- \$5 - generic
- \$10 - preferred brand
- \$20 - non-preferred brand

Mail Order Co-Payments (up to 90-day prescription):

- \$5 - generic
- \$10 - preferred brand
- \$20 - non-preferred brand

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.

(c) Effective November 7, 2005, any employee who has completed fifteen (15) months of service will become eligible for the then current prescription benefit coverage.

(d) For employees who retire on or after November 7, 2005, and are eligible for retiree prescription coverage, the employee and his or her eligible dependents will participate in the same prescription plan as active employees described above.

(e) For employees hired on or after November 7, 2005, the employee and his or her eligible dependents will be eligible for prescription coverage until the employee reaches Medicare enrollment age.

(f) 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.

Section 805. Dental Benefits

(a) Effective for premiums charged on and after March 15, 2005, the Authority shall pay, on behalf of each eligible employee, the actual cost of the monthly premium per member per month up to a maximum of \$57.61. This maximum may be increased up to \$60.67 for premiums charged on and after August 1, 2006 and, up to \$64.31 for premiums charged on and after August 1, 2007. Such payments shall be made by the Authority to a provider of dental services for employees and their families, designated by the Union. Except for the monthly premium payments, the Authority will not be obligated to pay any additional cost toward the TWU Dental Plan, including retrospective premium adjustments.

(b) Any provider must meet all requirements and qualifications of applicable laws and regulations as well as those of the Pennsylvania Dental Association, Pennsylvania Dental Council and Examining Board, and the Pennsylvania Insurance Commission.

(c) Effective November 7, 2005, any employee who has completed fifteen (15) months of service will become eligible for the then current dental benefit coverage.

Section 806. Vision Benefits

(a) Each employee, spouse, and dependent child will be entitled to vision services through the Authority's vision program.

(b) All employees who are required to secure safety glasses shall be reimbursed under the provisions of the schedule of allowances in accordance with the vision program. Maintenance employees will be able, in accordance with this Section, to purchase regular glasses twelve (12) months after they have first purchased safety glasses. This provision in no way changes the requirements of the Authority with respect of safety glasses.

(c) Effective November 7, 2005, any employee who has completed fifteen (15) months of service will become eligible for the then current vision benefit coverage.

Section 807. Joint Labor Management Cost Containment

A joint Labor-Management Cost Containment Committee is established consisting of one (1) member to be appointed by the Authority, one (1) member to be appointed by the Union, who shall represent jointly all three SEPTA divisions represented by Local 234, and a third neutral member to be jointly appointed by the parties, as necessary. The Authority will provide to bargaining unit members the

current level of benefits, no less than the current degree of employee choice and current arrangements as to out-of-pocket expenses, as modified by the terms of this labor agreement. The Committee shall review the Authority's current Hospitalization, Prescription and Vision Programs, in order to negotiate terms with medical carriers. In the event the parties are evaluating a change in the delivery means for these benefits, the parties will convene the joint Labor-Management Cost Containment Committee to decide upon such change. All programs developed and implemented will provide bargaining unit employees with health benefits that are no less than those provided to management. All arrangements negotiated will require approval by the SEPTA Board. The parties agree that a change in the delivery means to bargaining unit members will require the approval of both the Union and SEPTA.

Article IX
LEAVE OF ABSENCE

Section 901. Leave of Absence

(a) Upon written application to the Division Superintendent or Department Head, a leave of absence without pay, for reasons satisfactory to the Authority, may be granted for a period not to exceed thirty (30) days, provided the services of the employee will not be required during such period and there are employees available capable of doing one's work. No leave of absence will be granted to an employee to engage in other employment for remuneration, unless the Authority agrees to that effect at the time the leave of absence is granted; and if an employee is granted a leave of absence without such agreement having been made and one engages in other employment for remuneration during one's leave of absence, one's leave of absence will be canceled.

(b) A reasonable number of full-time officers of the Union will be granted leave of absence without pay, not to exceed one year, upon written request of the executive officer of the Union, such leave to be effective only during such periods as such employees are conducting Union business. No representative of the Union may absent oneself from one's work, except where, before leaving one's work, one is granted permission by one's immediate superior. The Authority shall not pay fringe benefits for more than sixteen (16) employees on leaves of absence, pursuant to this subsection.

(c) When an employee is granted a leave of absence one will continue to accrue all types of seniority during the effective period thereof.

(d) Failure to report for work upon the expiration of leave of absence, without being excused by the Authority, shall constitute a cause for dismissal from employment.

Section 902. Effect on Gradation Pay

When an employee is granted a leave of absence for a period of thirty (30) or more days the time accrued during the effective period thereof will not be counted as service with the Authority for purposes of determining the time of increases in gradation pay.

Section 903. Failure to Report for Work

Failure to report for work, without being excused by the Authority, shall constitute a cause for dismissal from employment.

Section 904. Death in Family

(a) Upon proof of death in the employee's immediate family, such employee will be granted three (3) work day's leave of absence with 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 one's picked run. Employees will be entitled to three 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 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 consecutive scheduled work days. For the purpose of this Section "immediate family" will be taken to include only mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter, grandchild, grandparents.

(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.

Section 905. 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 X MISCELLANEOUS

Section 1001. Effect of Wavier

No waiver of any term or condition of this Agreement on any occasion shall be deemed to be a wavier of any such term or condition or of any other term or condition of this Agreement or any other occasion.

Section 1002. Casual Labor Not Covered

This Agreement will not cover persons who may be hired for casual and common labor work.

Section 1003. Employees Covered

(a) This Agreement is applicable solely to employees comprising the Unit when performing work in a department, division, or occupational classification within said Unit. In the event that an employee in the said Unit is transferred to or performs work in any department, division or occupational classification not included within said Unit, the provisions of this Agreement shall be inapplicable to such employee for the effective period of such transfer or during the period in which the employee performs such other work.

(b) Employees hired on March 15, 1977 or thereafter 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 Articles I and II (except as provided for in Section 430) until one shall have completed ninety (90) days of employment service. After the completion of the ninety (90) day period, all past service will be credited back to one's date of hire as provided in the Agreement.

(c) Each employee may make an appointment to review their record with their respective superintendent at a mutually agreeable time.

(d) 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.

(e) The Authority will verbally notify an employee of an entry to be made on his/her work record prior to the entry being made. Failure to verbally notify an employee will result in the entry being stricken.

(f) The Authority will provide all reports to the Union when requested involving chargeable and preventable classifications of accidents.

(g) The Authority will provide, upon request, an incident form currently being used to report hazardous conditions.

(h) The Authority agrees to make reasonable provisions for the health and safety of its employees while at work, to abide by applicable Federal and State laws and to make available such protective equipment as required by such laws.

(i) The Union agrees that it will not harass the Authority or any employee of the Authority and the Authority agrees that it will not harass the Union or any employee in the bargaining unit.

(j) The Authority will, through its contractor, reserve one car card in the side racks at the front of the vehicle for rules which operators must enforce.

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

Section 1004. Titles Not Part of Agreement

The titles and subtitles of the several Articles, Sections, Schedules, and parts thereof, of this Agreement shall not be deemed to be any part thereof.

Section 1005. Successor Clause

This Agreement shall bind and insure to the benefits of the successors and assigns for the parties signatory hereto.

Section 1006. Non-Discrimination Clause

(a) The parties agree that race, sex, color, creed or national origin 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 one's employment rights on account of race, sex, color, creed or national origin.

(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.

Section 1007. Credit Union

The Authority will deduct from the pay of any employee who so authorizes it in writing such amount as one may authorize for deposit into the Credit Union sponsored by the Union or amounts for payments of debt incurred with the Credit Union. The Authority's only responsibility in this matter will be to make the authorized deductions and turn them over to the Credit Union together with a list of the employees for whom such deductions are made.

Section 1008. Pay-Benefit Credit

If by decision of an outside agency an employee receives benefits for which the Authority is responsible to pay and later the Authority is required to reimburse one for the same period of time the Authority shall credit against such subsequent award the payment made by the agency.

Article XI
PRODUCTIVITY

Section 1101. Productivity

(a) The safe, efficient and economical operation of the Authority is a major concern of the public, the Authority, the employees and the Union. The Authority and Union recognize that the public, whose support and patronage is essential, is entitled to reliable and economically and efficiently operated and maintained fleets of passenger vehicles, rights of way, plant and equipment and, therefore, Joint Productivity Committees are hereby established in each of the following Operating Units.

1. Bus, Street Car and Trackless Trolley Vehicle and Equipment Maintenance.
2. High Speed Vehicle Maintenance.
3. Facilities and Equipment Maintenance.
4. Surface and High Speed Transportation.

(b) The objectives of the Joint Productivity Committees are to cooperate in working towards achieving as promptly as possible the most efficient and economical utilization of work forces and facilities and to achieve significantly higher productivity than has occurred in the past in each of the Authority's operations listed above. It is recognized that such desired productivity depends in great part on the fairness and effectiveness of supervision, the provisions of adequate work space, tools and equipment for employees, and the good faith cooperation by the employees and their Union representatives with the representatives of the Authority in the attainment of this essential goal. The Committees and each member thereof is charged with the responsibility of positively and cooperatively advising Management concerning ways and means of improving productivity. Representatives should endeavor to identify those problems adversely affecting productivity and address themselves to the solution of those problems in order of priority. Solutions will be sought which will advance the objectives set forth above. In order to do this the Committee will review all practices and procedures affecting the utilization of employees, adequacy of materials, tools, facilities and work space available to employees, workloads and productivity of employees, and other practices, procedures or circumstances which affect the safe, economical and efficient operation of the Authority, including all questions and grievances concerning Section 431 of the Agreement. The Committees will endeavor to make positive recommendations concerning such

matters, among others, as maximizing use of time and facilities, reducing equipment breakdowns and delay, improving quality, reducing the need for rework, eliminating waste of material, supplies and equipment, reducing overtime, boosting employee morale, improving safety and focusing employee awareness on the need for significantly higher productivity.

(c) Each committee shall consist of two (2) members selected by the Union and two (2) members selected by the Authority. The Assistant General Manager for Operations and the President of Local 234 shall serve ex officio as members of the Committees. The Committees shall meet at mutually agreeable times, but no less than once a month. The method of organizing these Committees and coordination between the Committees may be changed from time-to-time by mutual agreement.

(d) The establishment of these Committees shall not affect the existing rights of either party under other provisions of this Agreement and shall assist, rather than in any way limit, the Authority's right to direct the work force. If either the Authority or Union Committee member believe that a Committee is not functioning to achieve significantly higher productivity, they may communicate this fact to the Manager of the Authority.

(e) The Authority and Union will develop pay for performance programs such as rewarding on time performance, claims reduction, attendance, rider report score, reductions in passenger complaints and revenue increase and cost reduction sharing.

Section 1102. Health and Safety

The Authority and the Union agree that the safety of its employees and the riding public is of paramount importance to the successful accomplishment of the mission of providing transit service to the citizens of the region. Therefore, the Authority and the Union agree to work together to establish joint health, safety, workers' compensation and accident/personal injury claims cost containment programs that will maximize the safety and health of the Authority's employees, passengers, and visitors while simultaneously protecting SEPTA's facilities and equipment.

The Authority will abide by applicable Federal, State and Local laws, and make available protective equipment required by such laws. Prevailing occupational health and safety standards will be used in determining the presence of health hazards or unsafe conditions in the workplace.

In accordance with this section, the parties agree that in response to the Pennsylvania Department of Transportation's request that the Authority adopt limits

on hours of service, the issue will be referred to and considered by the Joint Health and Safety Committee, with the mutual intent of developing an appropriate standard to replace the interim policy addressing this issue.

The Authority and the Union will continue to develop and implement a comprehensive health and safety program, including at a minimum, the Joint and Location Health and Safety Committees, hazard identification and correction procedures, employee training and education, and safety awards and rewards programs; and under the policy direction of the Joint Health and Safety Committee, Workers' Compensation and accident/personal injury claims cost containment programs.

The following provisions regarding the JHSC and LSCs shall govern the establishment, operation and duties of such committees which shall act jointly for all three divisions of the Authority (CTD, Frontier and Victory) represented by Local 234. The provisions regarding safety incentive programs similarly shall govern the rights and entitlements of employees in all three of the same divisions on a joint basis.

I. Joint Health and Safety Committee (JHSC)

A. There shall be an Authority and Union Joint Health and Safety Committee. Each party shall appoint a Co-Chair for the Committee. The President of the Union may appoint at least two (2) staff members, plus five (5) rank-and-file employee members. All members should have prior experience as a Location Safety Committee member as well as knowledge, familiarity, and experience in the operating environment. Members must have demonstrated a good record in attendance, discipline, safety, and accident prevention. The Union's Chairperson shall be responsible for overseeing the Union's commitment to the Committee. The Chief Officer of Safety and Risk Management will serve as the Authority's Co-Chair. Permanent Authority members of the Committee will also include the Chief Bus Operations Officer, the Chief Subway/Light Rail Operations Officer, the Chief Engineer, and the Director/Assistant Director of System Safety. Representatives of System Safety, Workers' Compensation, Claims, Medical and other departments will attend as required by issues scheduled on the agenda.

B. The functions of the Joint Health and Safety Committee will be as follows:

1. Establish mutual goals to reduce health hazards in the workplace, occupational injuries, vehicle accidents, and passenger claims.

2. Working pursuant to the policy direction of the Joint Labor-Management Accident Reduction Committee, establish pro-active programs with employees to:
 - (a) Keep the maximum number of employees injury-free and productive.
 - (b) Reduce the number and severity of accidents.
 - (c) Insure employees receive prompt and complete medical attention and follow-up.
 - (d) Return injured employees to full duty as soon as possible.
3. Conduct annual training of new location safety committee members to ensure familiarity with processes, procedures and current issues.
4. Conduct periodic evaluations to assess progress toward committee goals and develop means to evaluate Location Safety Committee performance.
5. Make periodic inspections of Authority vehicles and/or facilities in accordance with Authority rules and regulations, and promptly report hazardous conditions.
6. Provide guidance, direction and support to the Location Safety Committees, and work to resolve complaints they are unable to resolve.

C. Joint Health and Safety Committee meetings will be scheduled at least once a month. Seven (7) days prior to the monthly meeting, the Co-Chairs of the Committee shall exchange a written agenda or list of items to be discussed at the meeting. The minutes as reported by the Authority will address items discussed by the parties at the meeting.

D. The Authority agrees to share with the Union accident and injury statistics, final reports on accidents, workplace environmental test results, and reasonable requests for information related to agenda items that are legitimate subjects for discussion at Joint Health and Safety Committee meetings, provided this information is not privileged information, i.e., restricted under doctor/patient or lawyer/client relationships.

E. The Authority will pay each Union committee member at his/her regular rate of pay, the equivalent of one (1) eight (8) hour day per month, for their attendance at the Joint Health and Safety Committee meeting and for performing safety-related work assigned to them by the Union.

F. As part of the Joint Health and Safety Program, the Authority will make forms available to all employees to report safety hazards in the workplace. Such forms will be placed at locations determined by the Joint Health and Safety Committee and location committees.

G. The Committee recognizes that under certain circumstances, the presence of employees who are not regular members of the Committee would be useful in the Committee's deliberations. The invitee(s) will be mutually agreed to by the Co-Chairs and such requests will be made a minimum of seven (7) days prior to a scheduled meeting.

H. Proposed changes or additions to the Joint Health and Safety Program must be submitted to the Joint Health and Safety Committee for review and approval.

II. Location Health and Safety Committees (LSCs)

A. Location Health and Safety Committees (LSC) will be established at designated Authority locations. The number of Union personnel assigned to each LSC will be determined by the following formula: (1) Transportation: one (1) member for every one-hundred (100) authorized heads, or portion thereof, at the location, and (2) Maintenance: one (1) member for every fifty (50) authorized heads, or portion thereof, at the location, provided that there be a minimum of two (2) union representatives on each LSC, or a minimum of three (3) in locations with more than 100 employees. The Union may determine the mix of maintenance and transportation representatives on each LSC, provided that there shall be at least one (1) Maintenance representative on each LSC for locations with at least fifty (50) authorized Maintenance heads and at least one (1) Transportation representative on each LSC for locations with at least one-hundred (100) authorized Transportation heads. Management will be represented at LSC meetings by the Director or Assistant Director of Transportation, the Director or Assistant Director of Maintenance, and the Buildings Foreman, or their respective equivalents. Committee meetings will be held once per month, with an agenda composed of safety and accident reduction topics. Committee meetings will be held monthly and will be chaired by a facilitator chosen by the Location Safety Committee. Any change to the structure of the committee must be agreed upon by the Co-Chairs of the Joint Health and Safety Committee.

B. Location Health and Safety Committees are advocates for improved safety and health conditions and workers' compensation and accident/personal injury claims cost containment in their locations. The functions/goals of the Location

Health and Safety Committees under the direction of the Joint Health and Safety Committee will include:

1. Setting goals and developing programs to reduce workers' compensation claims and liabilities as well as accidents and personal injury claims.
2. Identifying, evaluating and recommending controls for safety and health hazards in the workplace.
3. Promoting safety and health education in the location.
4. Making periodic inspections of facilities and/or vehicles in accordance with Authority rules and regulations and promptly reporting hazardous conditions.
5. Making recommendations for employee safety and health training programs.
6. Assisting management by ensuring compliance with safety procedures such as Personal Protective Equipment (PPE) which are applicable to that particular location committee.
7. Involving pro-active participation by the Union in all of the above.

C. Rank-and-file members of the Location Health and Safety Committees are selected by the Union from a list of volunteers solicited jointly. When selecting committee members, the Union will consider the employee's safety, discipline, attendance, and accident history/record. Members should have knowledge, familiarity and experience in the operating environment. The Authority agrees to pay Union rank and file members to attend location committee meetings at their regular rate of pay, for one meeting per month. Periodically, additional assignments may be made or meetings held by the Location Safety Committee, provided that the responsible JHSC co-chairs mutually agree.

D. Periodic meetings between the Joint Health and Safety Committee and a representative of each Location Health and Safety Committee to guide, train, identify problems and evaluate the performance of the location committees will be scheduled by mutual agreement of the Co-Chairs of the Joint Health and Safety Committee.

III. Education and Training

A. The Authority and the Union recognize employee training and education as a critical element in safety, health, and claim reduction 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

following sources: the Joint Labor-Management Committee, the Joint and Location Health and Safety Committees, the Union staff, Section Officers and location management personnel.

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 a location and requests of the location safety committees. Upon request by the Union, the Authority will pay the cost for the publication and distribution to employees of safety related literature such as brochures, leaflets, and booklets.

C. In conjunction with employee identification of safety and health hazards, the Authority will train Location Health and Safety Committee members in the techniques of health and safety hazard identification, evaluation and control.

IV. Safety Awards Program

The Safety Award program has been established in order to recognize employees who have maintained safety practices and attendance procedures in the work place for the calendar year. A Safety Awards Banquet will be held for eligible employees, as described below. All eligible employees who meet the criteria below will receive, on an annual basis, beginning with the tenth year of eligibility, a Safety Award of \$20 for each year of service in which they meet the following criteria:

A. The Rules and Guidelines will apply to the following groups of employees:

- Transportation
- Vehicle Maintenance
- Revenue Maintenance
- Line/Station Maintenance, i.e., Buildings, Facilities, Track and Power workers
- Subway Elevated Train Operators
- Towerpersons and Yardpersons
- Station Attendant
- Subway Elevated Cashier

B. Terms & Definitions

1. Eligible Year: A year in which the employee remains free of the infractions listed in Sections C. and D. An eligible year advances the employee's accumulated safe years by one (1).

2. Grace Year: Neutral effect in establishing the number of consecutive safe years.

3. Ineligible: Loss of all accumulated safe years, i.e., employee reverts to zero safe years or stays at zero safe years.

C. Attendance Disqualifications

1. At a minimum, eligibility for the safety award requires that an employee have no more than 30 days of absences for any reason other than those listed in (2) below.

2. Employees disqualified for failing to satisfy (1) above will be graced for as long as they are in the following positions:

- (a) Management Trainee (Dispatcher, Instructor, Supervisor, Clerk Receiver, Backfill Foreperson, etc.)
- (b) Military Leave
- (c) Jury Duty
- (d) Union Leave, i.e., Union Staff, Section Officers, and LSC members, etc.
- (e) United Way

D. Accident and Work Safety Disqualifications

1. A chargeable or preventable traffic accident committed by a transportation employee.

2. A switch, signal or work zone violation committed by a Subway Elevated or Light Rail Transportation or Vehicle Maintenance employee.

3. A Maintenance employee, Cashier, Stationperson, Yardperson, or Towerperson who misses more than a day's work as a result of an on-the-job injury. A Transportation employee who misses more than five (5) days work as a result of an on-the-job injury.

4. Any Maintenance employee involved in an accident causing injury or damage to Authority property.

5. Any type of safety-related discipline including reinstructions for an unsafe work practice.

6. Any Stationperson who receives any type of discipline including reinstructions for lack of proper safety equipment; failure to be at one's assigned work location or a verified safety-related complaint from a rider.

7. Any Towerperson who receives any type of safety related discipline including reinstructions for (1) setting a "wrong route" or (2) directing a train onto an occupied track.

8. Any Cashier who receives a verified safety related complaint from a rider.

NOTE: Any employee injured as a result of an assault while on duty, who complies with SEPTA Medical policies, will be placed in Grace until they are able to return.

E. Affect on Prior Years of Eligibility

1. 0 Through 4 Safe Years: Employees with less than five consecutive years of eligibility who commit a disqualifying infraction listed in Sections C. and D. above will be deemed ineligible and lose all accumulated safe years.

2. 5 Through 9 Safe Years: Employees with less than ten years of eligibility will be graced for one year as a result of having committed any of the disqualifying infractions listed in Sections C. and D. above. If an employee with less than ten eligible years has a disqualifying infraction listed in Sections C. and D. above after having been graced in a prior year, the employee is deemed ineligible and loses all accumulated safe years.

3. 10+ Safe Years: Employees who have achieved ten years of eligibility will be placed in grace for any year in which any of the disqualifying infractions listed in Sections C. and D. occurs. The next qualifying year will then advance the total number of safe years achieved. However, if such an employee has three consecutive years in which they commit an infraction listed in Sections C. and D. above, they will lose all accumulated safe years.

F. Transfer of Safe Years

Employees who transfer between or within Divisions and/or Departments of the Authority represented by TWU Local 234 will retain all accumulated years earned toward the safety award using the criteria applicable to the position the employee held for each qualifying year.

G. Calculation of Maintenance Employees' Credit for Prior Safe Years

With the inception of the Maintenance Award Program in 1993, any Maintenance employee eligible for an individual safety incentive award must first reach and pass a threshold of ten (10) safe years which may date back to 1983.

Maintenance employees who reach the plateau of ten (10) safe years will have their prior safe years credited for the purpose of calculating their safety award on the basis of their record or the formula agreed upon by the parties.

All Maintenance employees' records will be reviewed on an individual and calendar year basis. If records are complete and reliable, they will be used. If records are incomplete, the employee will be credited with the higher of the existing record, or the agreed upon formula.

V. Safety Incentive Programs

A new safety incentive program will be defined by the Joint Health and Safety Committee (JHSC) and recommended to the General Manager in accordance with the following timetable:

A. Within six (6) months of ratification of the labor agreement, the JHSC will present a measurable, monetarily-based safety and incentive program to the General Manager for consideration.

B. The proposed program will apply to all eligible bargaining unit employees working in their primary positions as well as management employees who supervise members of the bargaining unit provided that all measurable standards, including but not limited to attendance, accident, discipline, and safety criteria, are maintained.

C. Following approval by the General Manager, a six (6) month pilot program will be established to test the proposed program at three (3) locations which will be determined by the JHSC.

D. The JHSC will monitor all measures of the program and will recommend adjustments as appropriate.

E. Within one (1) year of adoption of the contract, the Safety Awards and Incentive Program will be implemented. The Chief Officer of Safety and Risk Management will be responsible for administration of the program following adoption. Monthly status reports will be presented before the JHSC as well as directly to the General Manager and Treasurer.

F. Financial allocations will be based upon criteria established by the JHSC and approved by the General Manager. In any event, the financial distribution will include fifteen percent (15%) of documented savings in areas related to safety and workers' compensation as a direct result of the new safety and incentive program up to a maximum of \$500,000 in the first full year of the program. Maximums in subsequent years will be recommended by the JHSC and approved by the General

Manager, but will be no less than \$500,000 in each year. Dollar amounts and percentages in this paragraph will apply jointly to all three divisions (CTD, Frontier and Victory) represented by TWU Local 234.

G. Financial awards will be distributed annually in accordance with an approved formula determined by the JHSC on a location basis following the anniversary of the implementation date.

H. The Treasurer's Office must approve all calculations related to savings as well as the distribution of incentive awards.

VI. Resolution of Disputes

Health and safety items must 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 expedient basis in accordance with this Agreement. Any cost associated with the selection of the third party expert or panel will be shared equally by the Authority and the Union.

Article XII

MEDICAL DEPARTMENT AND DRUG & ALCOHOL TESTING

Section 1201. 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, other than one receiving workers' compensation indemnity payments, 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.

(b) Whenever the Authority's Medical Department determines that an employee, other than one receiving workers' compensation indemnity payments, 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.

Section 1202. 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 advice 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 therefor:

(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 section 1301 above. For purposes of resolving such a dispute, the proviso set forth in the second paragraph of section 1301 above shall not apply.

Section 1203. 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) Signal Violations

An employee who has committed a signal violation(s) shall be subject to drug and alcohol testing in accordance with the Authority's Drug and Alcohol Policy. When an operator plugs into the wrong route, it shall not be considered a signal violation unless the train moves. The Authority agrees to clarify the training manual at Elmwood and standardize the methods used for manual signals.

(d) Random Testing

(i) The following employees represented by Local 234 are safety sensitive employees and shall be subject to random testing: (1) Bus Persons, Surface Train Persons, Subway-Elevated Train Persons and employees required to hold a Commercial Driver's License to operate revenue or non-revenue service vehicles; (2) Construction Equipment Operators; (3) Towerpersons; (4) Signal Maintainers;

(5) Power Distribution Maintainers; (6) Inspectors (vehicle, mechanical, track and structural); (7) Vehicle Mechanics/Maintainers who repair or who perform routine maintenance on revenue service vehicles; (8) Welders; and (9) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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) Signal Violation Testing

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

(e) 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.

(f) 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.

(g) 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 1203 I(d)(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.

Section 1204. 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 Authority will provide a form, jointly developed by the parties, for employees to fill out to evaluate each visit to the Medical Department. The form will evaluate factors such as, but not limited to, the quality of physical and personal treatment and promptness thereof. Copies of all completed forms will be available to the Union on a monthly basis.

(c) The Parties will establish a Medical Department Review Board, consisting of two (2) members appointed by the Authority and two (2) members appointed by the Union, to review complaints concerning employee treatment by the SEPTA Medical Department. This Board will meet not less than once per month and shall discuss recommendations for corrective action in an effort to resolve problems.

(d) The Authority will maintain a log book in the Medical Department to record the time an employee arrives at the Medical Department, the scheduled appointment time and the time the employee was actually seen by a physician.

The Medical Department Review Board will receive a monthly summary of the log book, indicating the number and percentage of employees who were treated within fifteen (15) minutes of the scheduled appointment time.

**Article XIII
JOINT APPRENTICESHIP PROGRAM**

The parties agree that during the term of this Agreement, SEPTA and the Union will establish a joint apprenticeship program. The General Manager of SEPTA and the President of Local 234 each will appoint two (2) members to serve on a Joint Apprenticeship Council. Thereafter, the Joint Apprenticeship Council will immediately convene with the goal of establishing and implementing a joint apprenticeship program as soon as possible.

**Article XIV
MANAGEMENT RIGHTS**

Section 1401. Management Rights Clause

The Union and the Authority agree that, except as modified or restricted by this labor agreement, past practice or sideletters between the parties, the Authority retains its inherent management rights as conferred by statute or the common law of Pennsylvania.

**Article XV
SEPARABILITY CLAUSE**

Section 1501. Effect of Legislation

It is understood that this Agreement 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 article or section of this Agreement is in contravention of the laws or regulations of the United States or the Commonwealth of Pennsylvania, such article or section shall be superseded by the

appropriate provision of such law or regulation, but all other articles and sections of this Agreement shall continue in full force and effect.

Section 1502. Effect of Court Ruling Part of Agreement Invalid

If any article or section of this Agreement shall be held invalid by any court of last resort or by any regulatory commission or agency of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

Article XVI

TERM OF AGREEMENT

Section 1601. Term of Agreement

This agreement shall be in force and effect for the term ending at midnight on March 14, 2009, and thereafter from year to year upon the same terms and conditions as herein provided and in accordance with the provisions of the Public Employee Relations Act (195), unless either party hereto shall give to the other at least sixty (60) days written notice of the election to terminate the Agreement at the end of the then current term.

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

On Behalf of the Union:

(Signed) Jeffrey L. Brooks, Sr.
President
Transport Workers Union, Local 234

(Signed) Willie Brown
Executive Vice-President
Transport Workers Union, Local 234

On Behalf of the Authority:

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

(Signed) Frances Crumlish-Keating
Manager, Labor Advocacy
Southeastern Pennsylvania Transportation Authority

(Signed) Joseph Casey
Treasurer
Southeastern Pennsylvania Transportation Authority

(Signed) Jacob Aufschauer
Senior Director, Human Resources
Southeastern Pennsylvania Transportation Authority

APPENDIX I ATTENDANCE POINT SYSTEM

Effective November 1, 1998:

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 the opportunity to improve their records through steady attendance and attempts to provide an objective basis for the imposition of discipline for 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 (20) or more points will be subject to progressive discipline each time his/her point total reaches twenty (20), as follows:

- ▶ One (1) day suspension
- ▶ Five (5) day suspension
- ▶ 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.

(*All discipline other than discharge under the Attendance Point System shall be administrative.

For every month in which an employee has no incident of non-attendance covered by the point system, the employee's point total will be reduced by two (2) points. Beginning with the sixth consecutive month without such an incident, and for each month thereafter, the employee's point total will be reduced by 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 ten (10).

Incidents of Non-Attendance and Points

I.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. | |

I.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 in 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 day cycle as per the labor agreement.

III. Emergency at Home (EAH) and Sickness at Home (SAH) Days

- (a) As in the past, an employee who has requested to be excused by management in advance, and is granted such day by management, then no points will be assessed for that management-excused day.
- (b) Employees will be entitled to a total of four (4) EAH/SAH days requiring no validation within any consecutive twelve (12) month period. All subsequent turn-

ins for EAH or SAH will be assessed two (2) points and will be considered in establishing patterns.

IV. AWOL

The first AWOL will be assessed ten (10) points, skip a step for second AWOL and discharge for third AWOL in a twenty-four month period. 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.

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 or 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) Using an Emergency-at-Home or Sickness-at-Home day will not jeopardize the opportunity for employees to earn their paid excused day.

(e) 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.

(f) Lateness or misses due to severe snowstorms will not count in the determination of progressive discipline.

VI. Sick Leave Notification

Employees shall be required to submit doctor's verification of illness or injury only for absences of five (5) days or more.