

EXHIBIT "B"

TENTATIVE SETTLEMENT AGREEMENT BY AND BETWEEN

Port Authority of Allegheny County

And

Local 85 Amalgamated Transit Union

October 31, 2022

FIRST LEVEL SUPERVISORS UNIT

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit ("PRT" or "Authority") and Local 85 Amalgamated Transit Union ("Union") are parties to a collective bargaining agreement covering first level supervisors that expired on June 30, 2022. PRT and Union (hereinafter collectively referred to as "the Parties") have reached a Tentative Agreement ("Agreement") that would extend and revise their expired collective bargaining agreement as set forth below. The bargaining committees appointed by the Parties have both agreed to recommend this Agreement for ratification. Upon ratification, the terms of this Agreement shall be integrated into the expired CBA to effectuate the parties' intent. The terms of the Agreement are as follows:

1. Term – The term of the Agreement is four (4) years having effective dates of July 1, 2022 through June 30, 2026. All changes shall be prospective from the date of ratification by both parties (Ratification Date) unless another date is identified.
2. Article 11 Wages - Provided the Ratification Date is prior to December 31, 2022, Article 11 shall be revised to reflect a wage increase of 4.0% across the board effective January 1, 2023, a wage increase of 3.0% across the board effective January 1, 2024, a wage increase of 3.0% across the board effective January 1, 2025, and a wage increase of 2.75% across the board effective January 1, 2026. In the event the Ratification Date is after December 31, 2022, the wage increase for 2022 shall go into effect in the first full pay period following the Ratification Date.
3. The rate for a dispatcher shall be set at the same rate as is applicable to Movement Directors.
4. COVID Attendance Bonus – A one-time bonus payment shall be paid to each active employee on payroll as of the Ratification Date of this Agreement or to any employee who retired from July 1, 2022 through the Ratification Date of this Agreement in an amount equal to \$1.00 for every hour worked from March 1, 2020 through June 30, 2021, up to a maximum of Four Thousand Dollars (\$4,000.00), not to include any hours of paid or unpaid leave of any form. The processing of this bonus payment will commence February of 2023 and will be completed by June 30, 2023. (This payment will not be pensionable).
5. Article 24 Seniority -- Revise Section L to provide as follows:

Any newly hired, promoted or transferred employee awarded a position in any job classification in this unit, must remain in the awarded job classification and may not move to another job classification within the unit for a period of one year. For

employees who move into a Movement Director or Dispatcher position, this “lock-in” period shall be two (2) years.

6. **Article 14 Holidays With Pay** -- For 2023 only, Juneteenth will be paid as an “8 hour spot.” For employees who are scheduled off on June 19, 2023, they will receive the 8 hour spot only. For employees who work on June 19, 2023, they will receive pay for hours worked plus the 8 hour spot. Any extra work performed on this date will not fall under any premium pay rules that are in place, and no AH day will be awarded. Effective for 2024, Juneteenth will be treated as any other minor holiday.

7. **Article 6 – Discipline** -- Revise Section B. to provide as follows:

B. Prior to discipline, the Authority shall give employees a fair and impartial hearing at such time as not to cause them the loss of any pay in attending the hearing. At the request of the employee, a Union Representative shall attend the hearing. The hearing may be rescheduled at the request of the employee or the employee’s representative one (1) time for cause shown if such request is made prior to the hearing and cause is demonstrated and the rescheduled hearing is held within ten (10) business days of the originally scheduled hearing date. If the employee is unable to attend either the first or the rescheduled hearing, the employee may submit a written statement by the close of business on the date of the hearing. Port Authority will review the information available including information from the employee, if any is provided, and make a decision.

8. **Article 24 – Seniority** – Revise Section CI to provide as follows:

1. When the Authority determines there is a vacancy in a classification by posting for that vacancy, any First Level Supervisor in that classification may bid on the vacancy and the position will be awarded on the basis of classification seniority. The Authority shall award the posted job within thirty (30) calendar days of its posting.

(a) When permanent vacancies occur in any Supervisory classification of Road Operations, Dispatch, or the Instruction Department within the Transportation Division, the most senior supervisor will be allowed the choice of either staying on his/her own job or selecting the vacant job. When the vacant job is selected, the supervisors following on the list will exercise the option of staying on his/her own job or selecting the vacated job and continuing in this manner until all vacancies are filled. The list will be run through only one (1) time, and no supervisor shall be permitted to pick multiple times during the same pick procedure. At the conclusion of the pick, any remaining vacant jobs may, at the discretion of Port Authority, be picked by employees newly hired/promoted to the department in order of departmental seniority. Further, for purposes of this paragraph, when permanent vacancies occur in either of the two (2) Supervisory classifications of the Road Operations Department, the Traffic

Dispatchers' and Route Foremen's seniority rosters will be merged into one (1) common list.

- (b) A supervisor who has elected to select a vacant job must qualify for the job by demonstrating his/her possession of the necessary abilities and physical fitness to perform the duties entailed by the job within thirty (30) days of being assigned to the job. The Authority agrees that its qualification decision will not be made for arbitrary or capricious reasons.

For Port Authority:



Katharine Kelleman, CEO

11-3-22

Date



Mike Heidkamp, COO

11-2-22

Date

For Local 85:



Ross Nicotero, President

11/02/2022

Date



Jeff DiPerna, Financial
Secretary/Treasurer

11-2-22

Date