

TENTATIVE SETTLEMENT AGREEMENT
BY AND BETWEEN
Port Authority of Allegheny County
And
Local 85 Amalgamated Transit Union
November 16, 2020


Port Authority of Allegheny County ("Port Authority") and Local 85 Amalgamated Transit Union ("Union") are parties to a collective bargaining agreement covering rank and file employees that expired on June 30, 2020. Port Authority and Union (hereinafter collectively referred to as "the Parties") have reached a Tentative Agreement ("Agreement") that would extend and revise their agreement as set forth below. The bargaining committees appointed by the Parties have both agreed to recommend this agreement for ratification. The terms of the Tentative Agreement are as follows:

1. Term – The term of the Agreement is two years having effective dates of July 1, 2020 through June 30, 2022.
2. Section 201 – Wage and Salary Rates and Job Classifications – Section 201 shall be revised to reflect a wage increase of 2.75% across the board effective July 1, 2020, and a wage increase of 2.75% across the board effective July 1, 2021.
3. Section 206 – Revise the third paragraph of section 206 to provide as follows:
"Regardless of past practice under the present provision, no day of sick illness shall be compensable under this provision if under the employee's regular schedule he/she would be off on such day and without any compensation from the Authority. Claims under this provision may be submitted after an illness of one (1) or more work days without a doctor's excuse, unless one is required by another provision of Section 206, in accordance with eligibility entitlements for paid sick leave as shown on the personnel records of Port Authority of Allegheny County. An employee shall not be eligible to receive paid sick leave on any day on which he/she receives holiday pay."
The first sentence of the fifth paragraph of this Section shall be revised to provide as follows:
"The Union and the Authority will cooperate to assure that this provision is not misused. Employees applying for sick leave and who have been off for three (3) days shall, upon request, furnish a certificate from their attending physician stating the nature and date of the beginning of the illness."
Section G. shall be eliminated.
4. Section 210 Health Insurance Benefits - the terms of the current collective bargaining agreement shall continue with the following revisions:
 - a. Employees shall continue be required to pay 8% of the aggregate net premium determined based on actual total cost by carrier and in accordance with the contribution charts attached hereto as Attachment 1.
 - b. The Parties have agreed that the provisions of the current collective bargaining agreement that reference Aetna as the Medicare Advantage plan shall be revised to refer to "United Health Care or another health insurance carrier authorized to provide a Medicare Advantage plan in the Commonwealth of Pennsylvania."

5. Section 213 Retirement and Disability Allowance Plan – This section shall be revised to provide that the assumptions currently in place and utilized by the parties’ actuaries to perform actuarial valuations and studies shall remain unchanged during the term of this agreement.
6. Section 301 Make up and Pay of Runs – Section 301 shall be revised by eliminating section 301 M.
7. Section 304 A.2. revise to provide “Extra operators returning from pass day in seniority order.”
8. Section 305 Other Working Conditions and Pay Allowances – Section 305 shall be revised to eliminate the last sentence of 305 T. that provides “No operator shall be required to make more than two (2) day cards for one (1) run. Section 305 A.A shall be deleted in its entirety. These provisions are obsolete.
9. Section 306 System Seniority and System Picks – Revise Section 306 to replace the word “abandonment” with “elimination.”
10. Revise the 300s Section to provide a one (1) year preclusion on operators picking or bumping to rail operations from bus operations for anyone who picks or is bumped from bus to rail and then fails to qualify.
11. The parties shall create a committee to discuss issues regarding the implementation of Hours of Service rules for rail operators. Absent agreement of the parties to the contrary, the rules applicable to bus operators will go into effect and be applicable to rail operators as well on or about July 1, 2021 and continuing thereafter subject to any subsequent changes agreed upon by the parties or as may be required by applicable law or regulation. If the committee formed for this purpose would agree to implement anything but the rules applicable to bus operators, such changes will require ratification by Port Authority’s Board.
12. Port Authority agrees that the welfare payments practice of the parties shall include reimbursement for expenses incurred by the employee for replacing damage to the employee’s uniform and/or prescription glasses for a covered assault, and to confirm that assaults of non-operating employees shall be treated the same as an assault for operators.
13. Section 402 A. 12 Maintenance Apprenticeship Program – The Maintenance Apprenticeship Program shall be revised as follows:
 - a. For positions involving training provided exclusively by Port Authority, MAP trainees shall be eligible for overtime only after completing the required classroom training and on the job training will commence only after completion of classroom training.

- b. The program would be clarified to confirm that in-house trainers would receive the training rate only for hours actually spent training an apprentice with prior management approval.

AMALGAMATED TRANSIT UNION, LOCAL 85

By: , President-Business Agent Date: 11/16/2020

, Financial Secretary-Treasurer


, Assistant Business Agent

, Assistant Business Agent

PORT AUTHORITY OF ALLEGHENY COUNTY

By: , Chief Human Resources Officer Date: 11/16/2020

, Chief Legal Officer

, Chief Operating Officer – Maintenance

, Chief Operating Officer – Transportation