

A G R E E M E N T

October 1, 2015 – December 31, 2020

This Agreement dated October 1, 2015 is between the Public Parking Authority of Pittsburgh hereinafter called the “Authority”, and the American Federation of State, County, and Municipal Employees, District Council 84, Local 2719 hereinafter called the “Union”.

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
I	Recognition	1
II	Union Security	2
III	Hours of Work	3
IV	Holidays	5
V	Vacations	6
VI	Sick Leave and Personal Leave	8
VII	Paid Leaves	12
VIII	Unpaid Leaves	13
IX	Salaries and Other Benefits	15
X	Overtime	19
XI	Health Insurance Benefits	21
XII	Seniority	24
XIII	Work Force Changes	27
XIV	Grievance Procedure	30
XV	Arbitration	32
XVI	Retirement	33
XVII	General Provisions	35
XVIII	Management	38
XIX	Severability	39
XX	Political Deduction	40

XXI	Part-Time Employees	41
XXII	Scope of Agreement	44
XXIII	Tuition and Lab Fee Reimbursement	45
XXIV	Subcontracting	47
XXV	Termination and Modification	48
Appendix A	Wage Scale	49
Appendix B	Evening Shift Assignment	50
Appendix C	Attendance Policy	51

ARTICLE I

Recognition

The Union recognizes the Executive Director as the bargaining agent for the Authority. The Union, its agents and representatives, agree to bargain collectively pursuant to Act 195 of 1970 only with the Executive Director or his designated representative.

The Authority recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and other conditions of employment for all employees occupying jobs in the bargaining unit as certified on March 26, 1996 by the Pennsylvania Labor Relations Board PERA-R-96-123-W.

This agreement represents the full and complete agreement between the Authority and Union and cancels prior agreements, oral or written. Any agreement made subsequent to the signing of this agreement which modifies, amends or waives a section of this agreement shall be reduced to writing and signed by representatives of the Authority and Union.

In the event of the sale or other transfer of any facilities by the Authority, the agreement by which this is accomplished shall provide that this Labor Agreement shall continue in full force and effect and that the Transferee shall continue to recognize the Union as the proper bargaining representative of the employees.

The term "Employee" as used in this Agreement refers to all full-time and regular part-time nonprofessional Authority employees, including but not limited to, Meter Repair Technicians, Collector/Maintenance Laborers/Repair Techs, Parking Enforcement Officers, Facility Maintenance Laborers, and Clerks. The Authority agrees to meet and discuss with the Union on a semi-annual basis during the term of this agreement regarding the need for staffing changes in the Clerk classification.

ARTICLE II

Union Security

Section 1. All employees who are presently members of the Union in good standing in accordance with its Constitution and By-Laws, and all other employees who hereafter become members of the Union, shall as a condition of employment, maintain their membership in the Union in good standing for the duration of the Agreement. The parties recognize an employee's right to resign from the Union fifteen (15) days prior to the expiration of this Agreement.

A. The employee shall send a certified letter, return receipt requested of resignation to the headquarters of District Council 84, AFSCME, AFL-CIO, and a copy of the letter to the Authority. The official membership card, if available, shall accompany the letter of resignation.

B. The letter shall be postmarked during the fifteen (15) day period prior to the expiration date of this agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

Section 2. The Authority will check-off regular bi-weekly dues, as designated by the Union in writing to the Authority, on the basis of individually signed voluntary check-off authorization cards. A copy of such authorization card for the check-off of Union dues shall be furnished to the Authority at intervals no more frequent than once each month. Deductions on the basis of authorization cards submitted to the Authority shall commence for the month in which the Authority receives such card or in which such card becomes effective, whichever is later.

Section 3. The Authority shall remit to Council 13 AFSCME AFL-CIO all monies deducted and a list of all employees for whom a deduction has been made on or before the 15th of the month after such deductions are made.

Section 4. The Union shall indemnify and save the Authority harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Authority for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, or assignment furnished under any of such provisions.

Section 5. The Authority agrees to deduct a regular bi-weekly fair share fee from all part time and full time employees in the bargaining unit who are not members of the Union. Council 13 will inform the Authority of the amount to be so deducted. Deductions for newly hired employees will begin in the month in which they receive their first paycheck. The Authority shall remit all monies so deducted to Council 13 along with a list of all employees for whom a deduction was made to Council 13 by the 15th of the month after such deductions are made.

ARTICLE III Hours of Work

Section 1. A pre-established work schedule shall consist of five (5) consecutive work days in any seven (7) consecutive calendar day period.

Section 2. The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

Section 3. The work shift shall consist of 8 work hours within a pre-established work schedule.

Section 4. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

Section 5. Work-schedules showing the employees' shifts, work days, and hours shall be posted on applicable bulletin boards. Except for emergencies, changes will be posted one (1) week in advance. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes of schedules.

Section 6. Rest Periods

Employees may be permitted a fifteen minute rest period during each one-half work shift provided the employee works a minimum of three (3) hours in that one-half shift. Whenever practical, the employee may be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Authority shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after meal periods or at the end of the work day is permissible in certain operations where the Union and the Authority agree to such a practice.

Section 7. Reporting Allowance

Unless previously notified not to report to work, an employee who reports to work as scheduled shall be given a minimum of eight (8) hours work. In the event no work is available when the employee reports to work, the employee shall be paid a reporting allowance of eight (8) hours times the regular hourly rate of pay. This provision shall not be applicable when the employee leaves his work through no fault of the Authority, or is prevented from working because of work stoppages, failure of utilities, or acts of God, in which cases he shall be paid for the time actually worked, if any. The current practice shall prevail.

Section 8. Call Outs

A. An employee called out to work beyond his/her regular work shift shall be guaranteed four (4) hours work at the appropriate overtime rate of pay, time and one-half (1-1/2) or double time (2) whichever is applicable.

B. If the employee is called out three (3) hours or less before the start of the employees regular shift, the employee shall be paid the call time rate of time and one-half (1-1/2) or double (2) time, whichever is applicable, until he/she begins his/her regular shift. The employee shall then be paid for the balance of his/her regular work shift at the appropriate rate.

C. If the employee is called out more than three (3) hours before the start of his/her-regular work shift, the Authority may opt to start the employee's shift when the call time began.

Section 9. Meal Periods

All employees shall be granted a one-half hour meal period, which period shall fall within the fourth to sixth hours of their work day unless otherwise approved by the Authority or unless emergencies require a variance. Authority approved meal periods longer than one-half hour in length will be unpaid.

Section 10. This Article with the exceptions of Sections 10 and 11 defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or a guarantee of days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime.

Section 11. Any part of this Article may be waived by mutual agreement of the parties in order to implement an alternative work Schedule Plan involving flexible hours, if the Authority and the, Union agree to implement such a plan during the term of this Agreement.

ARTICLE IV
Holidays

Section 1. Each employee shall be entitled to the following eleven Holidays:

- | | |
|-------------------------------------|---------------------------|
| A) New Year's Day | G) Veteran's Day |
| B) Martin Luther King Jr's Birthday | H) Thanksgiving Day |
| C) Good Friday | I) Day after Thanksgiving |
| D) Memorial Day | J) Christmas Day |
| E) Independence Day | K) Day after Christmas |
| F) Labor Day | |

Section 2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs. Under no circumstances shall an employee be paid for a holiday or receive pay at an overtime rate more than once for the same holiday.

Section 3. An employee shall be paid for any unworked holiday listed in Section 1 of this Article, provided he/she works a full shift on his/her scheduled work day immediately prior to the Holiday and works a full shift on his/her scheduled work day immediately following the Holiday.

If a holiday is observed while an employee is on authority paid leave, vacation or personal leave, he/she will receive his/her holiday pay provided the above leave was pre-authorized by his/her supervisor.

Section 4. If an employee works on any of the holidays set forth in Section 1 of this Article, he/she shall be compensated at the overtime rate of one and one-half (1-½) times his/her regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off or at the Authority's option, additional pay at the regular rate for all hours worked on a holiday up to a full shift. If the employee who received paid time off is not granted such paid time off prior to the holiday or within the next calendar quarter period succeeding the holiday, he/she shall be compensated at his/her regular rate of pay in lieu of such paid time off. By mutual consent of the Authority and the employee involved, such scheduling period may be extended an additional 30 calendar days. Unworked holiday hours shall be counted in determining weekly overtime, if the employee would have been scheduled to work, but for the holiday.

If the Authority requires an employee to work a double shift on a holiday, it shall compensate the employee for the second shift in accordance with this section.

ARTICLE V
Vacations

Section 1. Each employee shall be entitled to vacation with pay after one (1) year of service from the beginning date of employment and during each subsequent calendar year (January 1 through December 31) thereafter as follows:

YEARS OF COMPLETED SERVICE	CALENDAR WEEKS OF VACATION
One (1) through four (4)	Two (2)
Five (5) through nine (9)	Three (3)
Ten (10) through fourteen (14)	Four (4)
Fifteen (15) or more	Five (5)

Section 2. An employee shall earn a prorated vacation in any year in which he/she is compensated for 143 days or more but less than 260 days. Time spent at work, on any paid leave including sick leave, death leave, military duty leave, jury duty leave, vacation, personal day leave and work related disability leave shall be considered as compensated time for the purpose of calculating vacation entitlement. Time spent on short and long term non work related disability leave shall not count as compensated time.

No employee shall earn a paid vacation for being compensated less than 143 days in a calendar year.

Section 3. Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification.

Section 4. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest Authority seniority within a job classification shall be given his/her choice of vacation periods. In the event of any conflict in selection in which reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

An employee who will complete a year of service which will entitle the employee to an additional week of vacation need not wait until the anniversary date of hire to use the additional week of vacation. The scheduling of the additional week of vacation is otherwise subject to the limitations of this section.

Section 5. If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to vacation leave, same as Article IV Section 3.

Section 6. An employee who actually works at least one (1) day in the year vacation is due to be used, becomes ill prior to the start of his/her scheduled vacation period, and misses vacation because of being on sick leave, accident and sickness leave, long term disability or worker's compensation leave shall have the option, upon satisfactory proof of illness sufficiently serious to interfere with vacation plans, to reschedule vacation. An employee who cannot reschedule vacation before the end of the year will receive the difference, if any, between the pay for the leave taken and pay for the vacation period scheduled. Payment will be made in January of the following year. No vacation shall be rescheduled if the rescheduling would interfere with another employee's vacation, the efficient operation of the Authority or would extend the vacation period into the following calendar year.

Section 7. If an employee is required to work during his/her scheduled vacation period and the Authority is unable to reschedule the employees vacation during the calendar year, the calendar year shall be extended for 90 days for rescheduling purposes.

Section 8. If an employee is required to return to work after commencement of a one week or more rescheduled vacation, he/she shall be compensated at one and one-half (1 ½) times his/her regular hourly rate of pay for all hours required to work on the rescheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 4.

Section 9. An employee who does not actually work at least one (1) day in the year that vacation is due to be used shall not receive pay for the vacation and shall not carry vacation over into the next year.

Section 10. Employees may utilize up to 2 hours of vacation time in 15 minute intervals

Section 11. Employees needs to call off at least 30 minutes prior to the start of the shift, unless there are extenuating circumstances.

ARTICLE VI

Sick Leave and Personal Leave

Section 1. Allowance

A. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, is quarantined by the Health Authorities, or must make medical visits that cannot be scheduled during non-working hours as a result of any such illness or injury, shall receive sick leave with pay in accordance with Sections 2 or 4 below.

B. Full-time employees as of September 30, 2000 had a one time option to change to either the Sick and Accident Leave or Sick Leave program. The employees who opt to change from their current leave program shall inform the Authority by returning the required form by October 31, 2000. The employees who change their leave programs shall retain any accumulated personal days and/or sick days, and may use them in accordance with the applicable sections.

C. Employees as of January 1, 2000 who are under Section 2 below shall earn sick leave without loss of pay at the rate of two (2) working days per calendar year plus one (1) working day for each full calendar month that the employee is compensated in full by the Authority. Employees hired, reinstated after unpaid leave, or recalled shall earn one (1) working day for each full calendar month that the employee is compensated in full by the Authority. Compensated in full includes any authorized paid absence including sick leave, vacation, jury duty, death leave, military leave, and personal day leave.

Section 2. Sick Leave

Each current employee not covered under Section 4A and 4B of this article and each regular employee hired after January 1, 1998 shall be entitled to sick leave with pay in each calendar year. (January through December 31) for the period of his/her illness not exceeding fourteen (14) working days and accumulated sick leave. Employees may accumulate unused sick leave for a period not exceeding eight (8) years (112 working days). An employee may accumulate an additional two (2) days sick leave, if, in the preceding calendar year the employee used no sick leave. Under this provision an employee is entitled to no more than 128 working days sick leave in a calendar year. Sick leave may not be used in units of less than two (2) hours.

Section 3. Personal Day Leave

A. 1) Employees shall accrue four (4) days of personal leave time as of January 1 of each year. Employees hired, reinstated after an unpaid leave, or recalled between January 1 and March 31 shall accrue four (4) days; between April 1 and June 30 shall accrue three (3) days; between July 1 and September 30 shall accrue two (2) days; and between October 1 and December 31 shall accrue one (1) day.

2) Beginning January 1 each year, each employee covered by the provisions of Section 4A and 4B of this article shall earn one-half (½) day personal day leave time for each full calendar month that the employee is compensated in full by the Authority. Compensated in full includes any authorized paid absence including sick leave, vacation, jury duty, death leave, military leave, personal day leave and authorized absences of one (1) day or less, but does not include any other unpaid leave or short and long term disability leave.

3) An employee may not accrue more than ten (10) days under this provision. The Authority will pay for any personal day leave time accrued over ten (10) days at the end of each calendar quarter at the regular daily wage rate in effect at the time.

- B. Personal day leave time off must be requested in writing at least forty-eight (48) hours in advance of the time requested unless due to sudden illness or emergency. Such requests for personal day leave time off shall be responded to by the Authority, within twenty-four (24) hours of the request. Final discretion to schedule personal day leave time off shall rest with the Authority, but such requests shall not be arbitrarily or capriciously denied. In the event that more requests are received than can be allowed for the same day then the time off shall be awarded on the basis of job classification seniority. Personal day leave may not be used in units of less than two (2) hours.
- C. Any employee separated from the service of the Authority for any reason prior to using accrued personal day leave shall be paid in a lump sum for the accrued unused personal day leave at the regular daily wage rate in effect at the time.

Section 4. Sickness and Accident Leave

A. The Authority shall provide to all full-time employees as of September 30, 2000, who have chosen to be covered by this Section, with a short term and long term disability insurance plan providing the following benefits:

1. Short Term Disability Insurance

a. An employee who has completed three (3) months of continuous full time employment and enrollment and has actually worked one (1) additional day shall be covered by short term disability insurance providing benefits described in sub-section 1 (b) immediately below for non-work related illness or injury that occurs after the insurance coverage begins.

b. Beginning on the eighth day of a certified non-work related disability, the employee shall receive sixty-six and two-thirds per cent (66-2/3 %) of his or her base wages per week for the number of weeks contained in the following table:

LENGTH OF CONTINUOUS SERVICE AND ENROLLMENT	WEEKS OF BENEFIT PAYMENT
1 day to 90 days	0 weeks
3 months to 1 year	8 weeks
1 year to 2 years	15 weeks
2 years to 4 years	20 weeks
over 4 years	26 weeks

2. Long Term Disability Insurance

a. An employee who has completed one (1) year of continuous full-time employment and enrollment and has actually worked one additional day shall be covered by long term disability insurance for non-work related illness or injury that occurs after the insurance coverage begins and lasts longer than twenty (20) weeks. The insurance shall provide a monthly benefit payment, which together with any social security benefit, Authority pension benefit or other periodic benefits described in the contract between the Authority and the administering insurance carrier shall equal sixty percent (60%) of the employee's monthly base wage until age 65 or until the disability ceases, whichever is first.

3. To qualify for the short term and long term non work-related disability benefits outlined above, the employee's disability must be regularly certified by a physician within the terms and provisions of the Agreement between the Authority and the administering insurance carrier.

4. The short term and long term disability insurance shall apply to non-work related illness or injury only. The benefits provided by this section are subject to the conditions, limitations, exclusions and definitions provided in the agreement between the Authority and the administering insurance carrier.

B. Accumulated sick leave days held by any employee hired before September 30, 2000 covered by this section will continue to be held but there shall be no further accumulation. These accumulated days may be used at the option of the employee during the first workweeks of a non-work related disability in lieu of the benefits provided for sudden illness in Section 3 or Section 4-A-(1) above for as long as such accumulated days last, but no payments under this option shall be made for a period longer than the periods listed in Section 4-A-(1) above.

Section 5.

A Doctor's certificate may be required for an absence from work due to sickness for three (3) or more consecutive workdays, or when the Authority believes the absence from work to be the result of abuse.

Section 6.

An employee shall be required to report off on sick leave in accordance with the rules and regulations of his or her department on the first day of absence, and each day of absence thereafter, unless the employee provides an anticipated date, when he/she expects to return to work, and the Authority does not believe the absence from work to be the result of abuse.

ARTICLE VII
Paid Leaves

Section 1. Leave Due to a Death

An employee shall be granted five (5) days absence from work without loss of pay whenever a death occurs of the employee's spouse, comparable domestic partner, child or parent.

An employee shall be granted three (3) days absence from work without loss of pay whenever a death occurs of the employee's parents of spouse, step-parent, step-child, grandparent, grandchild, brother or sister.

An employee shall be granted a one (1) day absence from work without loss of pay whenever a death occurs of the employee's brother-in-law or sister-in-law.

Section 2. Jury Duty Leave

Any employee ordered to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive the difference between any jury duty compensation received and his/her regular daily wage for each day of jury service.

Section 3. Military Service Leave

Any employee who is a member of a Reserve force of the United States or of the National Guard and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed fifteen (15) days in the calendar year.

Section 4. Education Leave

A. Employees selected by the Authority shall be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

B. The Authority shall reimburse the employee for all actual travel expenses, lodging, registration fee, and out of town per diem fee set by GSA guidelines.

ARTICLE VIII
Unpaid Leaves

Section 1. Reasonable Purpose

A. Leaves of absence without pay and benefits not to exceed six (6) months, may be granted for any reasonable and compelling purpose.

B. Paragraph A above notwithstanding, any employee granted a leave of absence not to exceed six months due to exhaustion of accumulated sick leave shall continue to have their Health and Life Insurance premiums paid by the Authority during such leave.

Section 2. Union Business

No more than three (3) employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Authority may, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, during the term of this Agreement. No leave shall be arbitrarily or capriciously denied.

Section 3. Family and Medical Care Leave

A. The Authority agrees to abide by the Family and Medical Leave Act of 1993.

B. The Employer will grant to an employee who has completed one (1) year of service (if part-time, 1250 hours of work in the preceding twelve (12) month period) leave of absence without pay not to exceed twelve (12) weeks in any twelve (12) month period for one or all of the following reasons:

- 1) To care for a natural child within 12 months from date of birth.
- 2) To care for a child placed with the parents for adoption or foster care.
- 3) To care for the employee's spouse, children under age 18 or parents with a serious health condition.
- 4) To care for the employee's own serious health condition.

Employees must give not less than thirty (30) days advance notice where he/she should reasonably have foreseen the leave, or such notice as is practicable under the circumstances.

C. While on leave, employees will continue to accrue seniority.

D. Employees will be required to use accrued paid leave. An employee, however, may save four (4) accrued days of paid leave of any type while on family and medical leave.

E. Authority paid coverage for medical, dental, vision and life insurance will continue for the period of time the employee is on family and medical leave.

Section 4.

Employees may not voluntarily take unpaid leave of any duration if they have accumulated paid leave that can appropriately be used for the leave.

Section 5.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Article, employee shall be returned to the same or equal job classification they held at the time the leave of absence was requested.

ARTICLE IX
Salaries and Other Benefits

Section 1. Salaries

A. (1) The Authority shall pay all current employees the standard rates of pay as listed in Appendix A except as provided below.

(2) Any full time employee hired or those going from part time to full time employment during the term of this agreement shall be paid one thousand dollars (\$1,000.00) less than the base annual salary rate of pay for the position. After successfully completing six (6) month probationary period employees shall receive a five-hundred dollar (\$ 500.00) increase in his/her base salary on each of the following time periods providing that they have successfully passed the probationary period:

Six (6) months from date of hire.

Twelve (12) months from date of hire.

Effective with the first wage increase under this Agreement, all rates of pay that are less than the top rate will be adjusted to reflect actual seniority.

(3) Any employee promoted during the term of this agreement shall be paid at a rate one step below the standard rate for the position he or she was promoted into, and shall receive the increase to the standard rate for that position at the end of the six month trial period.

B. When a new position not listed on the wage schedule but agreed to be in the bargaining unit is established or the specifications of any existing position are materially changed, the Authority after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree that the classification and wage rate are proper after the position has been filled, then the matter shall be subject to the grievance procedure.

C. 1. If, during the term of this agreement, the Union requests a job re-evaluation or does not agree that the classification of any employee is proper, then the matter shall be subject to the grievance procedure. Such grievance may be filed directly in Step 3, Section One of Article XIV, but a copy of the grievance must be given to the Step 2 representative of the Authority, as outlined in Section One of Article XIV.

2. If the Authority has worked the employee holding the position out of class in the same classification for one hundred and twenty (120) work days out of a two hundred sixty (260) workday period, then it must decide to either stop the out of class work or to create, post and fill a position of that classification in which the employee is working. If the Authority chooses to create the position, then it will put a position of such a classification in the budget for the following year, and will post the position for bid in

accordance with Article XIV. The employee working out of job classification class will be permitted to bid upon the position. The employee's rights to the position will, however, be determined under Article XIV. If the employee who acts out of class does not successfully bid upon the new position under Article XIV, or fails to submit a timely bid for the new position, then the Authority retains its right to keep the employee's position in the same job classification and work location. If the employee who had been acting out of class successfully bids upon the new position, the employee will receive the standard beginning rate for the new position.

Section 2. Pay Period

The salaries and wages of employees shall be paid every other Friday. In the event this day is a holiday, the preceding day shall be the pay day.

Section 3. Shift Differentials

A. In addition to the established wage rates, the Authority shall pay an hourly premium to employees for all hours worked as follows:

Shift beginning between	10-2003
2:00 PM to 10:59 PM	\$1.05
11:00 PM to 5:59 AM	\$1.10

B. Shift differential shall be included in the calculation of overtime compensation, but shall not be part of the base wage for any other purpose.

Section 4. Out of Classification

If an employee is directed to assume the duties of a higher paid bargaining unit job classification, the employee shall be paid the top rated wage for that classification for all hours worked. If an employee is required to work in a lower paid job classification, the employee shall receive his/her regular rate of pay.

Section 5. Supper Money

Supper money shall be paid to any employee who is required to work more than three (3) hours beyond his/her regular eight (8) hour shift without notice on or before the day prior to the commencement of the regular shift as follows:

10-2003
\$8.50

Section 6.

Any employee required to work beyond four (4) hours of overtime following his/her regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

Section 7. Mileage Allowance

The mileage allowance shall be the amount per mile allowed by the Internal Revenue Service. Parking Enforcement Officers shall be reimbursed up to two dollars (\$2.00) per day for use of public transportation, unless they are provided free public transportation.

Section 8. Uniforms

The Authority will continue to supply uniforms, including foul weather gear, to all employees in the bargaining unit currently required to wear same. Failure to wear a uniform supplied by the Authority will be just cause for discipline. The Union will be given the opportunity to review and comment on the type of uniform before any change is made.

The Authority shall pay for the cleaning of the lightweight Spring Jacket during the month of February.

The Authority shall pay for the cleaning of the heavyweight Winter Jacket during the month of October.

The Authority will collect, clean and return the jackets by the last day of the referenced month.

The Authority will be responsible for selecting the Cleaner and there will be no cost to the employee.

The Union and the Authority will create a committee which will meet at least every six months to discuss issues related to employee uniforms.

Section 9. Direct Deposit

Employees shall be given the opportunity to have their pay directly deposited into a bank account.

Section 10. Dependent Care

The Authority will permit employees to make pre-tax deductions from their pay for the purpose of dependent care in the manner, and to the extent permitted by federal

law or regulations.

Section 11. Parking

The Authority shall provide discounted parking for employees at the following Authority locations:

Second Avenue Parking Plaza	\$20.00	per month
Mon Wharf	\$30.00	per month
Any Garage	\$60.00	per month

Parking leases shall be used by the employee only and are not transferable.

ARTICLE X Overtime

Section 1.

A. The workweek shall consist of seven (7) consecutive days beginning at 12:01 A.M. on Monday.

B. The workday is the twenty-four (24) hour period beginning with the scheduled reporting time for the employee's shift.

Section 2.

A. Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay or compensatory time off shall be granted to all employees at the option of the employee:

1) All hours worked in excess of eight (8) hours in a workday provided the employee worked as schedule for that work week, except for the first eight (8) hours worked on the first day of a new shift schedule by any employee who works on a rotating shift schedule.

2) All hours worked in excess of forty (40) hours in a workweek.

3) Hours worked on the sixth workday of a six consecutive day period during which the first five (5) days were worked, whether or not all of such days fall within the same workweek.

B. Compensatory Time will be allowed to be banked up to a maximum of 80 hours. All hours in excess of 80 will automatically be paid. 80 or less hours of compensatory time will be allowed to be carried over to the next year. Compensatory time must be used in accordance with the procedures associated with the scheduling and use of personal day leave time.

C. No employee will be compelled to take equal compensatory time off.

D. Employees may utilize compensatory time in 15 minute intervals.

Section 3.

Overtime at the rate of two (2) times the regular rate of pay or compensatory time off whichever is applicable, shall be granted for:

1) All hours worked in excess of sixteen (16) in a workday;

2) Hours worked on the seventh workday of a seven (7) consecutive day period during which the first six (6) days were worked shall be compensated at the overtime rate of two

(2) times the regular rate of pay or equal compensatory time off, whichever is applicable, whether or not all of such days fall within the same workweek, provided such days were worked as the result of a change in the employee's schedule ordered by the Authority.

Section 4.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates or as time off shall not be counted further for any purpose in determining overtime liability under the same or any other provisions of this Agreement.

Section 5.

- A. The opportunity to work overtime shall be distributed as equally as practicable to employees working within the same job classification and/or office location. The distribution shall be equalized as nearly as practicable every six (6) months beginning January 1.
- B. The opportunity to work overtime shall be offered to the employee within the job classification and/or office location who has the least number of overtime hours to his/her credit. Employees who are permitted to decline shall be credited as having worked the overtime. This procedure shall be followed until the required employees have been selected.
- C. Employees shall be allowed to decline overtime provided the Authority determines that other qualified employees are available to do the required work.
- D. A list shall be posted in each office location to record hours worked or credited.

Section 6.

In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of two shifts or the equivalent unless a scheduled day or days off intervene between such shift change. Employees shall be paid at the appropriate rate of pay, straight time, time and one-half or double time for all hours worked on a quick change of shift that falls within the normal workday.

Section 7.

An unworked holiday or vacation day or personal leave day shall be counted in determining weekly overtime in Section 2(A) above if the employee would have been scheduled to work but for the holiday.

ARTICLE XI
Insurance Benefits

Section 1. Health Insurance

- A. Effective with a benefit year beginning November 1, the Authority agrees to provide, for all full time employees and their dependents, where elected, the health care insurance plan presented as the Highmark HRA7 plan, except that the Authority will assume responsibility for the deductive amount in excess of \$250.00 for individual network coverage and \$500.00 for family network coverage. The full time employees who elect health insurance agree to contribute the following percentages of the premium cost for the level of insurance elected:

Effective Following ratification:	Remain at 12%
Effective January 1, 2017:	13%
Effective January 1, 2018	14%
Effective January 1, 2019	15%

If, in any year covered by this Agreement, it is projected that the Authority will be assessed an excise tax or fee under the Affordable Care Act or other legislation, then either party may move to reopen negotiation solely on this issue. The parties agree that such reopening and negotiation may result in design changes or other modifications in order for the Authority to avoid assessment of any such tax or fee.

- B. During the Authority's annual health plan open enrollment period, each employee may waive health insurance coverage in exchange for an annual bonus, to be paid in monthly installments. The bonus amount will be based on consecutive years of waiver of coverage as follows:

<u>Years of Waiver</u>	<u>Maximum Bonus Amount</u>
One Year	\$1,400.00
Two Years	\$1,500.00
Three Years	\$1,600.00
Four Years	\$1,700.00
Five Years	\$1,900.00

In order to be eligible for the waiver and bonus, an employee must provide proof, acceptable to the Authority, that the employee and the employee's eligible dependents are covered by another health insurance plan. The employee may be required to provide authorization for the Authority to confirm coverage by the alternative source.

The employee must complete a Benefits Waiver Form provided by the Authority before the date established by the Authority. Each waiver will be valid for a twelve (12) month period, except in the case of new hires, and employees who experience a change of status (e.g., the spouse with coverage loses the job providing coverage or if 100% of the premiums of the alternate insurance become the financial responsibility of the covered individual). Employees who experience a change of status which allows them to re-enter the Authority benefits plan shall receive payment for the time that their waiver of Authority Plan was in effect, prorated in accordance with the number of whole months that their waiver was in effect. Employees who must re-enter an Authority plan shall re-enter the plan at the same cost sharing status as when they left. Payment of bonus will be made upon completion of the year of waiver, at the end of the month following the annual open enrollment period.

Section 2. Life Insurance

- A. Each active employee shall be insured by the Authority for an amount equal to one and one-half (1 1/2) times the employee's standard hourly wage rate times the standard hours in a work year rounded off to the next highest hundred dollars Group Life Insurance with double indemnity during the employees employment with the Authority during the term of this Agreement.

Section 3. Dental Insurance

The Authority shall pay the full cost of the dental insurance coverage for each employee, and his or her family unless covered under another plan, shall be provided with a dental insurance plan providing a scheduled plan of benefits or a dental health maintenance organization.

Section 4. Vision Care Benefit Plan

The Authority shall pay the full cost of the vision care benefit plan for each employee, and his or her family unless covered under another plan, shall be provided with a vision care benefit plan providing a scheduled plan of benefits.

Section 5. Voluntary Personal Accident Insurance

- A. Each active employee shall be insured at his or her option during the term of this agreement by the Authority for Accidental Death and Dismemberment for an amount up to One Hundred Thousand Dollars (\$100,000) The full cost of this insurance

is to be paid by the employee.

B. An active employee shall be one that is active under the terms the contract between the Authority and the provider. Coverage under the accidental death and dismemberment insurance shall go into effect on the first day of the month in which the first premium payment is made through payroll deduction, and shall terminate on the last day of the month in which the final payment as an active employee is made through payroll deduction.

Section 6.

The Authority shall have the right to change the plan and carrier of the insurance described above, provided that such a change in plans and carriers shall not result in an increase in the unreimbursed out-of-pocket expenses ultimately paid by the employee or a decrease in any service presently covered by the insurance described above. Prior to a change in plans or carriers, the Authority shall invite the Union to meet and discuss relevant issues, including potential new plans or carriers.

If, in any year covered by this Agreement, it is projected that the Authority will be assessed an excise tax or fee under the Affordable Care Act or other legislation, then either party may move to reopen negotiation solely on this issue. The parties agree that such reopening and negotiation may result in design changes or other modifications in order for the Authority to avoid assessment of any such tax or fee.

Section 7. Coordination of Benefits

All benefits shall be coordinated and not duplicated. In addition to non-duplication of benefits under this Agreement, an employee's insurance coverage's set forth in this Agreement shall be coordinated with similar coverage provided to the employee's spouse, children or other dependents, by an employer or any other source, to that end that covered occurrence shall be indemnified only once to the extent provided in this Agreement, with primary coverage apportioned in accordance with the birth date rule adopted by the National Association of Insurance commissioners.

ARTICLE XII
Seniority

Section 1. Definition

Authority seniority means an employees length of continuous, service with the City and/or the Authority since his/her last date of full time hire in the Bargaining Unit.

Job Classification seniority means an employee's length of continuous service since his/her last date of hire in his/her current job classification.

Section 2. Probation Period

A. All new employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes his/her probationary period, he/she shall be entered on the seniority list. The probationary period shall be extended if the employee is absent from work for any reason for two (2) or more weeks.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours, and other conditions of employment except for discharge and discipline for other than Union activity. Probationary employees shall have no tenure in their positions during probation. After 90 consecutive calendar days, a temporary job opening shall be filled on the basis of seniority and qualifications, not to exceed two years.

Section 3. Seniority Lists

On January 1 and July 1 of each year, the Authority shall post on all Union bulletin boards a seniority list showing the continuous job classification service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by:

A. Resignation - provided that if the employee is rehired within fifteen (15) days, the break in continuous service shall be removed. Absence for five (5) consecutive work days without notice to the Authority shall be a quit.

B. Discharge for just cause.

C. Continuous absence due to a layoff or physical disability for more than

twelve (12) months or more than twenty-four (24) months if the disability is work related.

This provision shall only be applicable to a layoff or physical disability which occurs on or after January 1, 1998.

1. An employee who is absent due to physical disability shall have a right to return to work within one year provided that the employee is not laid off during that period or the Authority, based on medical evidence, does not reasonably believe that the employee's disability will last for more than one year.
2. The time periods in this section shall begin to run on the first day that an employee is absent, regardless of the fact that the employee may be compensated for all or part of the absence under any other provision of this agreement.
3. If the employee is able to return to work within one year of his or her last day of work, then the Authority shall return him or her to the same position that he or she left.
4. If an employee is disabled after January 1, 1998, then the Authority shall pay its share of premium for health, vision dental and life insurance otherwise due to the employee under this agreement for twenty-four (24) months if the disability is work related. If the disability is not work-related the Authority will pay its share of premium for medical insurance for six months and will pay 50% of the premium cost for an additional six months.

Section 5. Shift Preference

Shift preference will be granted where applicable on the basis of seniority where a vacancy exists.

Section 6. Ties

When in the exercise of seniority rights provided in this Agreement, two or more employees are deemed relatively equal in skill and ability and have the same seniority date, preferential rights shall be determined by lot. Such drawing shall be made on the employee's first day at work and witnessed by a grievance representative.

Section 7. Temporary Workers

The Authority shall continue the practice of hiring two (2) temporary workers for the months of April thru August for lot maintenance. These employees will be excluded from the bargaining unit.

Section 8. Superseniority

The Authority will grant superseniority for up to two (2) individuals designated by the Union as representatives. Such superseniority will apply only to layoff and recall, and will ensure that such employees are the last to be laid off, and the first to be recalled.

ARTICLE XIII
Work Force Changes

Section 1.

A. The parties to this Agreement agree that job security in event of promotions, layoffs, and recalls after layoff, should increase in proportion to length of continuous service, and that in the administration of this Article the intent will be that full consideration shall be given continuous service in such cases.

In recognition, however, of the responsibility of the Authority for efficient operations it is understood and agreed that in all cases of promotion, layoffs, or recalls after layoffs, the following factors as listed below shall be considered; however, only where Factor 2 is relatively equal between employees shall Factor 1 be the determining Factor:

- Factor 1) Length of continuous service.
- Factor 2) Ability to perform the work.

B. 1) When permanent vacancies occur or new positions are created, a notice of application and/or a notice of bid, shall be posted by the Authority for ten (10) workdays and employees on layoff shall be notified for up to one year. Such posting shall state the job classification, location, rate of pay, and the nature of the job requirements in order to qualify. If an employee is interested in being considered for the position including employees on layoff, he/she must file a written application as provided by the Authority within the time period stated on the posting.

C. 1) when a vacancy is to be filled and it is determined by the Authority that the skill and ability of the qualified employees bidding are relatively equal, the vacancy shall be awarded to the qualified employee having the longest continuous service with the Authority.

2) The Authority shall notify the successful bidding employee of his or her selection to the open position in writing. The employee so selected must accept the position in writing within five work days of the Authority's notice to him or her. The five work day limit shall begin to run on the first work day following the employees receipt of the Authority's written notice. The Authority's written notice shall include the following: the position that is being awarded, a space in which the employee can acknowledge the date of the receipt of the notice, a space in which the employee can indicate his or her acceptance or nonacceptance of the position, and a space in which the Authority can acknowledge the date of its receipt of the employee's written acceptance or non-acceptance of the position. The employees failure to accept the position in writing within the five work days shall constitute a rejection of the offer. In this situation the position shall then be awarded to the next most senior qualified bidder under subsection C.

D. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of six (6) months. If it is found by the Authority that such employee does not meet the requirements or responsibilities, or satisfactorily perform the duties of the position to which he or she has been appointed during the trial period, then such employee shall be restored to his or her former position. The trial period shall be extended if the employee is absent from work for any reason for two weeks or more.

E. Transfers

Employees shall be eligible to bid on posted vacancies, new positions and on transfers from one work location to another or from one department to another under Article XIII Section 1-C above.

F. The Union shall be notified by the Authority in writing upon any union job being posted.

Section 2.

A. Temporary job openings are defined as job vacancies that may periodically develop for more than ninety (90) consecutive calendar days because of illness, vacation, leave of absence or for any other reason which the Authority needs to fill. Job openings that recur on a regular basis shall not be considered temporary job openings.

B. Temporary job openings shall be filled after ninety (90) consecutive calendar days in terms of an acting promotion for a period of not more than six (6) months based upon seniority and qualifications. After 90 consecutive calendar days, a temporary job opening shall be filled on the basis of seniority and qualifications, not to exceed two years.

Section 3. Layoffs

A. 1. All reductions in force shall be made within job classifications by laying off employees in the inverse order of their last date of hire in his/her job classifications. To the extent that they are not contrary to the Age Discrimination in Employment Act.

2. Any recall from layoff shall take place in the inverse order that the employees were laid off.

3. No new employee shall be hired within a job classification until all laid off employees have been recalled and such notice of recall shall be by certified mail to the employee's last known address.

4. If any employee fails to report for work within ten (10) days from the date of receipt of notice of recall he/she shall be considered a quit.

B. The Authority shall forward a list of those, employees being laid off to the Union, when such employees are notified by the Authority.

C. Employees to be laid off will have fifteen (15) calendar days notice of layoff unless such layoffs are due to emergency reasons.

D. Employees displaced for reason of efficiency or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other vacant equal or lower bargaining unit position for which they are qualified that is to be filled by the Authority within one (1) year, provided no other employee has a contractual claim to that position. Employees transferred in accordance with the above to a lower position only shall retain all recall rights.

E. Bargaining unit members who are assigned to nonbargaining unit positions or duties shall receive the pay rate of the bargaining unit position or of the non-bargaining unit position, whichever is higher, and bargaining unit benefits until they break service under this Agreement.

ARTICLE XIV
Grievance Procedure

Section 1. Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

STEP I

The employee, with or without the Union steward, as he/she chooses, shall take up the grievance or dispute with the employee's supervisor/and or Director within ten (10) days of its occurrence; if at that time the employee is unaware of the grievance he/she shall take it up within ten (10) days of his/her knowledge of its occurrence. The supervisor or a designee shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

STEP II

If the grievance remains unadjusted, it may be appealed by the Union or employee to the Director in writing within five (5) working days after response of the immediate supervisor in Step I has been received. The Director or designee shall hold a meeting within ten (10) working days. The Director or designee shall respond in writing to the Union or the employee within ten (10) working days after the meeting.

STEP III

If the grievance remains unadjusted, it may be appealed by the Union to the Executive Director in writing within five (5) working days after response of the Director in Step II has been received. The Executive Director or designee shall hold a meeting within fifteen (15) working days. The Executive Director or designee shall respond in writing to the Union or the employee, with a copy of the response to the local Union President, within fifteen (15) working days after the meeting.

STEP IV

If the grievance is still unsettled, either the Union or the Authority may within fifteen (15) working days after the response of the Executive Director or designee in Step III has been received, by written notice to the other, request arbitration in accordance with the provisions of Act 195. The arbitration proceeding shall be conducted by an arbitrator selected by the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Authority and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. If the arbitrator desires a verbatim record, the cost shall be borne equally by the parties.

Section 2. Grievance Committee

Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Authority by the Union.

Section 3. Processing Grievances During Working Hours

Stewards shall be granted reasonable time off to investigate and process grievances in their assigned work classification during working hours, without loss of pay with the approval of the immediate supervisor or Department Director. This shall not be enforced arbitrarily or capriciously.

Section 4. Discharge - Parking Authority

A. The Authority shall not discharge any employee without just cause. If, in any case, the Authority feels there is just cause for discharge, the employee involved will first be suspended without pay for five (5) workdays. The employee and the steward will be notified in writing that the employee has been suspended and is subject to discharge. At the request of the Union, within five (5) workdays a hearing will be held on the suspension. Within three (3) workdays after the hearing, the Employer will notify the Union whether the suspension is modified, sustained, or converted to a discharge.

B. The Union shall have the right to take up discharge a grievance at Step III of the grievance procedure within a time limit of five (5) workdays after the decision and the matter shall be handled in accordance with this procedure, including arbitration, at the request of either party.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights (seniority) and conditions of employment. In determining full compensation, the Authority shall be given credit for all monies earned or received by the employee during his/her suspension, which he/she would not otherwise have received.

ARTICLE XV
Arbitration

Section 1. Any grievance that has been processed in accordance with the provisions of the preceding Article of this Agreement, but not satisfactorily settled shall be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the Union and Authority. If, within twenty (20) workdays (or longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the Director of the Pennsylvania Bureau of Mediation shall be requested to submit the names of seven (7) disinterested persons qualified and willing to act as impartial arbitrators. From such list the parties shall each alternately strike one name, with the Authority striking the first name, until six (6) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The arbitrator shall submit his decision, in writing, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this Agreement except where legislative relates to the scale of wages or benefits in any way, any decision ordered shall not be retroactive more than thirty (30) days beyond the date on which the dispute was first presented as a grievance in writing. The fees and the expenses of the arbitrator shall be borne in equal shares by the Authority and the union. The arbitrator shall not have the right to add, to subtract from, modify, or disregard any of the terms or provisions of this Agreement.

If the Authority takes no disciplinary action against an employee for two (2) years, then no disciplinary action which occurred before the two (2) year period will be used against the employee in future disciplinary action and the discipline record will be removed from the personnel file. It shall be the sole responsibility of the employee to notify the Authority of the removal of the disciplinary record.

Section 2.

If the arbitrator sustains a grievance, then the grievant shall be paid at the grievant regular rate of pay for the time spent at the arbitration hearing.

ARTICLE XVI
Retirement

Section 1. Pension

All employees of the Authority are required join the Public Parking Authority of Pittsburgh's Pension Plan. There is a mandatory 5% deduction from the employee's regular pay which is deposited with the plan administrator.

Once an employee has completed at least eight (8) years of actual service he or she will be allowed to purchase pension credit for up to three (3) years of military service time, whether or not such military service interrupted his or her employment with the Authority.

Section 2. Sick Leave Accumulation

Each employee shall receive upon retirement pursuant to the Public Parking Authority of Pittsburgh's pension plan in effect January 1, 1998, including disability retirement, a lump sum payment equal to the number of accumulated sick days up to and including one hundred twelve (112) days. The lump sum payment shall be equal to the number of accumulated sick leave days times eight (8) times the standard hourly wage rate of the permanent position held by the employee on the date of retirement, provided however, that any employee who takes an early retirement or purchases credit for military service time under Section 1 above shall be entitled only to that fraction of his or her accumulation in which actual years of service for pension purposes is the numerator and twenty (20) is the denominator. For example: an employee who retires with a pension after eight (8) years of service and who had accumulated one hundred (100) sick leave days as of the date of retirement would be entitled to 8/20ths of 100 or forty (40) times the standard hourly wage rate times eight (8) .

Section 1. Life Insurance

The Authority will pay one-half (1/2) the total cost for a \$6,000.00 Life Insurance Policy for all employees who retire from the Public Parking Authority Pension Plan at the normal retirement age of 60 or older. Provided the employee elects this benefit within ninety (90) calendar days of the retirement date. The employee shall be responsible for one half (1/2) the total cost.

Section 4. Retiree Benefits

Effective October 1, 2000, the Public Parking Authority of Pittsburgh's Pension Plan shall pay all new participants or transferees enrolled in the Public Parking Authority Pension Plan on and after January 1, 1995, upon retirement from the plan at the normal retirement age of 60 or older, until the age of 65, the sum of \$100.00, per month to help with health care costs.

Section 5. Longevity

The Public Parking Authority of Pittsburgh shall amend its current retirement calculation to include a longevity payment to all retirees, upon retirement from the plan, at the normal retirement age of 60 or older (excluding lump sum distribution) on or after October 1, 2000 as follows:

Continuous Pension Participation	Annual Sum (to be paid monthly)
At least 1.0 years but less than 15 Years	\$600.00
At least 15 years but less than 20 Years	\$900.00
At least 20 years or more	\$1,200.00

ARTICLE XVII
General Provisions

Section 1. Pledge Against Discrimination and Coercion

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicapped status, political affiliation, Union affiliation, or sexual orientation.

B. All references to employees in this Agreement designate both sexes, and where ever the male gender is used it shall be construed to include male and female employees.

C. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2.

The Authority, its officers and representatives at all levels, is bound to observe the provisions of this Agreement. The Union, its officers and representatives at all levels, is bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. Neither the Union nor the Authority shall intimidate or coerce employees into the Union or continuing their membership therein.

B. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union.

C. During the term of this Agreement there shall be no lockouts.

D. There shall be no Union activity on Authority time, except as provided in the Grievance Procedure.

E. During the term of this Agreement there shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. The Union shall not be responsible for any violations of these provisions which it has not authorized, instigated, or condoned through its officers or representatives at all levels.

F. The applicable procedures of the Agreement shall be followed for the settlement of all grievances.

Section 3. Safety

The Authority agrees to enforce precautionary measures to protect the safety and general well-being of the employees so that the hazards of work shall be minimized. The Authority recognizes its obligation to comply with applicable safety laws mandated by the State and Federal governments.

Section 4. Labor-Management Conference

Conferences may be held between the representatives of the Authority and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. An appropriate employee who attends a Labor-Management Conference meeting shall be paid for any regularly scheduled work hours he or she spends in a labor-management conference meeting as a result of the Authority's refusal to meet after 4:45 P.M.

Section 5. The Authority will supply forms to the employees upon which the employees shall report any change in address or telephone number to the Authority. Copies of the form will be sent to the Union. The Authority will disclose an employee's telephone number only to Authority employees and only for Authority business related matters.

Section 6.

A. During the term of this Agreement each employee shall be provided with Workers' Compensation for any work-related disability as provided in the Pennsylvania Workers Compensation Act of June 2, 1915, P.L.S736, as amended.

B. In accordance with Workers' Compensation provisions recently enacted, an employee seeking Workers' Compensation must be treated by a physician on the Authority's workers' compensation physician panel during the first ninety (90) days of a work related injury.

Section 7. The parties recognize their duties and obligations under the Americans- With Disabilities Act (ADA) including the need to reasonably accommodate individuals with disabilities.

In order to accommodate the needs of individuals with disabilities, it may be necessary for the parties to agree to certain modifications of the provisions of this Agreement. The parties agree to meet and discuss the needs for such modification specific situations and the Union reserves the right to grieve under Article XIV, Grievance Procedure.

Section 8. The following job classifications will not be required to issue parking tickets: Collector/Maintenance Laborer, Meter Repair Technician, and Facility Maintenance Laborer.

ARTICLE XVIII

Management

The Authority shall have the right to manage and to direct the working forces including the right to schedule and assign work to be performed and the right to hire or re-hire, promote, recall, demote, suspend, discipline, discharge, transfer or lay-off employees. It is the intent of the parties that any rights, privileges, or obligations which are not specifically granted to the Union and the employees by this Agreement or by law are retained by the Authority. It is understood, however, that the Authority shall not discipline or discharge an employee except for just cause. No demotion shall be made for disciplinary reasons. The Authority shall give the Union at least thirty (30) days written notice prior to the elimination of any existing job from the budget or the creation of any new job in the budget.

- a. It is the policy of the Pittsburgh Parking Authority that the possession, sale, or use of unlawful drugs or alcohol in the workplace or while on the job is prohibited, and may result in disciplinary action up to and including termination.
- b. For purposes of this policy, “drugs” include and controlled substance in accordance with Pennsylvania law to which an employee does not have a valid prescription. “Use” of drugs or alcohol includes a positive result of urinalysis drug testing, or an alcohol breath test demonstrating a BAC of .02% or higher.
- c. The parties agree that urinalysis drug testing or alcohol breath testing may be required of any employee where there is reasonable suspicion of violation of this policy, based on objective evidence. Such objective evidence shall include, but not be limited to, workplace incidents resulting in injury or property damage. Where practical, the Employer shall attempt to have two supervisors involved in the determination of reasonable suspicion. Supervisors will be trained with regard to the detection of reasonable suspicion in the workplace.
- d. The drug or alcohol testing shall be carried out by a laboratory certified for such testing under the U.S. Department of Transportation, and shall utilize the same standards.

Supervisors and other non-bargaining unit employees okay to perform bargaining unit work when done in the context of training or when it is de minimis.

ARTICLE XIX
Severability

Section 1. It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provision of this agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The parties, however, shall, at the request of either, attempt to negotiate on the subject matter involved in any invalid provisions.

Section 2. Where any employee covered by this Agreement, as the Authority and Union may determine, is employed as the result of the receipt of funds under any Federal, State, or other program, the laws, rules and regulations of such, program will apply, the provisions of this Agreement to the contrary notwithstanding.

ARTICLE XX
Political Deduction

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PAL deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Treasurer of the PAL Committee, AFSCME, AFL-CIO, 4031 Executive Park Drive, Harrisburg, PA 17111, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

B. The Union shall indemnify the Authority and hold the Authority harmless against any and all claims, demands, damages, actions, causes of action, suits, proceedings or liability of any kind or nature that arise out of the Authority's actions or failures to act for the purposes of complying with the provisions of this Article, including actions or failures to act which are held to be negligent under the circumstances.

**ARTICLE XXI
PART TIME EMPLOYEES**

A. The rights of part time employees shall be determined solely by this Article, and no other Article of this Agreement shall grant rights to part time employees unless expressly applied under this Article.

B. The Union shall represent part-time employees pursuant to Article I of this Agreement.

C. Part time employees shall have the right to join or resign from the Union and to make or stop dues payments by payroll deduction, pursuant to Article II of this Agreement.

D. Part time employees shall receive an hourly rate as specified in Appendix A of this Agreement.

E. Part time employees shall receive overtime pay or compensatory time off, at the option of the Authority, in accordance with the Fair Labor Standards Act.

F. Part time employees shall work 1,500 hours or less per year.

G. Part time employees shall work no more than fifty (50) weeks of any calendar year. Effective January 1, 2001, for the two (2) weeks that part-time employees do not work for the Authority will provide these as ten (10) unpaid days per calendar year as authorized time off. This time is to be scheduled and granted for periods requested by the employee and subject to Management's approval. Management has the right to schedule these two (2) weeks as necessary, in order to maintain efficient operations. Management may select time off, but limited to five days in 1st six months, and five days in 2nd six months. In case of an emergency, and with the permission of management, an employee may re-schedule either of these five day periods.

In addition, the Authority will provide eleven (11) unpaid days per calendar year. These days will be unscheduled and can be used as "Call Off" days. Any and all days used for emergency leave, early quits, or illness will be charged against these total eleven (11) days before the employee is charged with unauthorized time off.

The Authority will authorize time off for Military Service Leave and Jury Duty Leave for all part-time employees. Part time employees will be permitted to make up any lost hours due to Military Service Leave and Jury Duty Leave. In the event a part time Employee is hired during the year he/she will be entitled to "Call Off" days as set forth Below:

<u>Hire Date</u>	<u>Call Off Days</u>
January 1 – March 31	11
April 1 – June 30	8

July 1 – September 30	6
October 1 – December 31	3

H. Part time employees shall have a one time right, at the completion of probation, to elect to purchase medical insurance by paying the monthly premium charged by the provider. Existing part-time employees must make a final election by November 2010.

I. Part time employees shall have the right to apply for any position posted by the Authority.

J. The Authority agrees that when a full time Parking Enforcement Officer is hired, that the Authority will hire from within the part time Parking Enforcement Officers. Oral reprimands will not be held against the part-time employee for the purpose of promotion to full-time.

K. A part time employee who is successfully hired into a full time position shall not carry the part time continuous service into the full time position.

L. Any quit, termination, layoff, or absence from work for any reason for more than ten (10) consecutive work days shall break continuous service.

M. Following a probationary period of six months, part time employees shall not be terminated except for just cause.

N. Part time employees may file grievances over violation of this article only. Grievance shall be processed in accordance with Article XIV and Article XV of this Agreement.

O. Work schedules for part time employees who work in a five (5) day operation shall fall within the typical work week schedule of the operation. Work schedules for part time employees who work in a seven (7) day operation shall fall within the seven (7) days. The Authority shall post part time employee's work schedules by the end of the part time employee's last scheduled work day in the preceding work week. Once a part time employee's work schedule is posted for a work week, the posted work schedule for that work week shall not change in order to deprive a full time employee of the opportunity to work overtime. The posted work schedule for a work week may change during the work week if the change does not deprive a full time employee of the opportunity to work overtime, or if full time employees decline the opportunity to work overtime.

P. Part time employees shall work on holidays only if full time employees decline the opportunity to work on holidays.

Q. Part time employees will receive the Day After Thanksgiving and the Day

after Christmas as paid Holidays. Holiday pay shall be for six (6) hours. Provided, however, that if a part-time employee is normally scheduled to work on a holiday set forth in this section, or a holiday selected in Section R, below, then the amount of holiday pay will equal the hours normally scheduled for that day.

R. In addition to the holidays described in Q of this Article, in December of each calendar year, part time employees shall select five (5) holidays (as referenced in Article IV) , for which they will receive Holiday pay. Compensation for these governed by Article IV. In the event a part time is hired during the year he/she will be entitled to holidays as set forth below in addition to the holidays described in Q of this Article:

Hire Date	Holidays
January 1 - February 28/29	5 Days
March 1 - April 30	4 Days
May 1 - June 30	3 Days
July 1 August 31	2 Days
September 1 - October 30	1 Day
November 1 - December 31	0 Days

The five paid holidays identified in this section do not count toward the part time employee's 1500 limit.

S. The Authority agrees not to hire more part-time positions then full-time positions

T. Part-time employees shall be eligible for shift differential, per Article IX, Section 3.

U. In the event of the death of a parent, child or spouse of a part-time employee, the employee will receive one day off with pay.

ARTICLE XXII
Scope of Agreement

This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement or agreement not set forth herein. This Agreement spells out the total agreement in its entirety between the parties, including wages, salaries, pensions and all fringe benefits, and there shall be no other additions or changes during the term of the contract, except as mutually agreed to by the Executive Director and the Union. The Authority and the Union recognize that certain benefits exist which may not be recognized by this Agreement; if the Union alleges that the Authority has made a change so as to decrease such a benefit, the Authority and Union will meet in order to attempt to resolve the impact of such a change, Article XVIII Management notwithstanding.

The parties are aware of the Pennsylvania Labor Relations Board's revised policy concerning -"zipper clauses" Venango County Board of Assistance, 11 PPER 11223 (1980) , Aff'd. 14 PPER 14122 (1983) and state unequivocally that the language of this article is intended to evidence an unmistakable intent to relinquish the right to bargain over any mandatory subject of bargaining, whether or not that subject is specifically dealt with in this agreement, during the term of this Agreement, notwithstanding the holdings, of the PLRD and the Commonwealth Court in Venango County.

**ARTICLE XXIII
TUITION AND LAB FEE REIMBURSEMENT**

Section 1.

All regular, full time employees who have completed one year of employment and who at the time the course begins are not on, and who, after starting, are not precluded from completing the course because of being on probation, workers' compensation, short term disability leave, long term disability leave, sick leave, parental care leave, or other paid or unpaid leave of absence are eligible for reimbursement of tuition and lab fees as set forth below.

Section 2.

The employee must be enrolled in a course at an accredited college, university, technical or trade school or a certified apprenticeship program. The course must be credited toward a degree, certificate or license, but the employee need not take the course on a credit basis. The course, or degree, certificate or license for which the course is necessary, must be job related. "Job Related" means that the course, degree, certificate or license will improve the employee's knowledge or skills to perform present job duties or enable the employee to meet minimum requirements, for promotion into another position within the Authority.

Section 3.

An eligible employee must receive approval from the Executive Director prior to the first day of the course for which reimbursement is sought. Pre-approval shall be requested at least ten (10) workdays prior to the first day of the course on a form issued by the Authority, accompanied by the documents required by the Authority. The Authority may revoke pre-approval at any time prior to the employee's payment of tuition or lab fees becoming irrevocable.

Section 4.

Eligible employees who receive pre-approval will receive reimbursement for eighty (80%) percent of tuition and lab fees after deduction of any applicable award, grant or scholarship. Reimbursement will be made to the employees upon successful completion of a pre-approved job related course and submission of a request for reimbursement on a form supplied by the Authority.

Successful completion is defined as the achievement of a "C" grade or better for all courses below the graduate level and achievement of a "B" grade or better for all graduate level course work as certified by the college, university, trade or technical school or apprenticeship program.

Section 5.

Each year the Authority may set aside a specific amount of money which shall be used for tuition and lab fee reimbursement. The amount the Authority allots for this purpose shall be determined solely by the Authority. This money shall be used to cover tuition, and lab fee expenses incurred by any employees, regardless of bargaining unit status. Once the amounts of pre-approved requests equal the allotted funds in any given year, no further approval shall be given to employees to enroll in courses during that year. Pre-approval for courses which carry over or begin in the fiscal year following pre-approval are contingent upon the Authority appropriating sufficient funds to cover the tuition and lab fee.

If the funds allotted for any given year are insufficient to pay for all requests for reimbursement then the Authority alone shall determine which requests to approve.

Section 6.

Employees shall present grievance over the Authority's determination that a course is not job related directly to Step III. The grievance shall be filed within five (5) days of the Authority's notifying the employee of the determination. The parties shall meet at Step III within five (5) days of the filing of the grievance and the Authority shall respond in writing within three (3) days of the meeting. If the Authority does not respond within three (3) days or if the Authority denies the grievance, then the Union shall have the right to request expedited grievance mediation. The Union's request must be in writing and delivered to the Authority within three (3) days of the Authority's response or failure to respond.

The parties shall make reasonable efforts to schedule the grievance mediation within ten (10) days of the Union's request and shall request that the mediator render the award within ten (10) days of the hearing, although any opinion supporting the award may be issued at a later time.

If funding is sufficient to pay for all requests for tuition and lab fee reimbursement made by the time the grievance is filed, then even if requests for reimbursement made after the grievance is filed exceed the allotted funding, that shall not enable the Authority to deny a successful grievant request for reimbursement.

**ARTICLE XXIV
SUBCONTRACTING**

During the term of this agreement, the Employer will not contract-out or subcontract any public work customarily and regularly performed by employees covered by this agreement.

Notwithstanding the foregoing, in the event that qualified bargaining unit employees are offered the overtime opportunity for light snow removal from surface lots and such employees refuse the work, the Authority may utilize non-bargaining unit personnel or services for such work.

ARTICLE XXV
Termination and Modification

This Agreement shall be effective as of October 1, 2015 and shall remain in full force and effect until December 31, 2020, and from year to year thereafter unless either party shall notify other in writing on or before April 1, 2020 that it desires to modify the Agreement.

APPENDIX A

<u>Job Classifications - Full Time</u>	Annualized Pay Rate			
	<u>First pay period following ratification 9-19-16 to 10-2-16</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Parking Enforcement Officer (FT)	\$37,541.92	\$38,581.92	\$39,621.92	\$40,141.92
Collector/Maintenance Laborer/Repair Tech (New)	\$39,752.96	\$40,792.96	\$41,832.96	\$42,352.96
Meter Repair Technician (Old)	\$43,738.24	\$44,778.24	\$45,818.24	\$46,338.24
<u>Job Classifications - Full Time</u>	Hourly Pay Rate			
<u>First pay period following ratification 9-19-16 to 10-2-16</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	
Parking Enforcement Officer (FT)	\$18.049	\$18.549	\$19.049	\$19.299
Collector/Maintenance/Repair Tech	\$19.112	\$19.612	\$20.112	\$20.362
Meter Repair Technician (Old)	\$21.028	\$21.528	\$22.028	\$22.278
<u>Job Classifications - Part Time</u>	<u>First pay period following ratification 9-19-16 to 10-2-16</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Clerk Typist 2 (PT)	\$18.273	\$18.773	\$19.273	\$19.523
Facility Maintenance Laborer (PT)	\$19.112	\$19.612	\$20.112	\$20.362
Part Time Parking Enforcement Officers with less than 2 years continuous service	\$15.739	\$16.239	\$16.739	\$16.989
with 2 or more years of continuous service	\$16.878	\$17.378	\$17.878	\$18.128

A P P E N D I X B

The Authority shall continue the present practice of permitting current Parking Enforcement Officers to work in pairs after sundown.

Shift assignments shall be made by Authority seniority every two (2) years in the month of March.

APPENDIX C

AFSCME AND PITTSBURGH PARKING AUTHORITY ATTENDANCE PLAN

USE OF TIME ACCRUALS

Vacation Days-Employees will select their vacation at the beginning of each year during the selection period. The Authority will allow all AFSCME employees who wish, to leave one week of vacation to be scheduled later in the year, subject to availability. The use of this later scheduled vacation time must be requested in writing at least 48 hours in advance unless due to sudden illness or emergency. Vacation time can only be used in 2-hour increments. Vacation requests shall be granted subject to management's responsibility to maintain efficient operations.

Sick Days-Sick leave can only be used for bonafide sickness or disability, which renders an employee unable to perform the duties of his or her employment. Sick leave can only be used in 2-hour increments. When the Authority believes the absence from work to be the result of abuse they can require a doctor's certificate.

Personal Days-Employees must request personal day leave in writing at least 48 hours in advance of the time requested unless due to sudden illness or emergency. Personal day leave can only be used in 2-hour increments. Final discretion to schedule personal day leave time off shall rest with the Authority.

Compensatory Time-Employees must request compensatory leave in writing at least 48 hours in advance of the time requested unless due to sudden illness or emergency. Compensatory time can only be used in 15-minute increments. Final discretion to schedule compensatory time off shall rest with the Authority.

SICK AND ACCIDENT LEAVE

Employees enrolled in the sick and accident plan will be permitted to use their paid leave accruals for legitimate illness or emergency leave.

ABSENTEEISM

Absenteeism is when an employee is off from work without 48-hour prior approval from his or her director or supervisor, regardless of whether the employee has appropriate leave balance to cover the absence. Each time an employee is absent, the employee's record will show an occurrence of being absent.

VACATIONS

Employees may utilize up to two (2) hours of vacation time in fifteen (15) minute intervals.

PERSONAL TIME AND SICK TIME ACCRUALS

Monthly personal and sick time accruals are earned for each full calendar month an employee is compensated in full by the Authority. Compensated in full includes any authorized paid absences including sick leave, vacation, jury duty, death leave, military leave, personal day leave, and authorized absences of one day or less. Employees not compensated in full will not receive his/her monthly accrual. For example, if Jane calls off work and does not have any paid leave to cover her absence (X-time/unpaid leave) she will not receive her monthly accrual and maybe subject to disciplinary action. Further absences without compensatory leave will result in progressive discipline.

TARDINESS

Tardy is when an employee is late for the start of his or her scheduled shift 1 hour and 45 minutes or less, without 48-hour prior approval from his or her director or supervisor, regardless of whether the employee has appropriate leave balances to cover the absence. Although being tardy is an absence, for disciplinary purposes, tardiness will be segregated and disciplined separately. For every time an employee is tardy the employee's record will show an occurrence of being tardy. Employees who are tardy will be docked for their tardiness in accordance to the following table:

0-5 minutes late	no dock
6-14 minutes late	15 minutes docked
15-29 minutes late	30 minutes docked
30-44 minutes late	45 minutes docked
45-59 minutes late	60 minutes docked
Etc.	

Upon the fifth occurrence of being tardy within a rolling ninety work day period, the employee will receive a written warning. When there are six or more occurrences of being tardy within a rolling ninety work day period, the employee will receive further progressive discipline.

NO CALL/NO SHOW

If an employee does not show up for work and does not call off at least 30 minutes prior to the start of the shift, unless there are extenuating circumstances that is considered a no call/no show. This is a much more serious offense. A single occurrence will result in a three (3) day suspension. A second occurrence within a rolling ninety-day period will result in a five (5) day suspension with possible termination.

