

7/22/11  
J. Brooks

## RESOLUTION

**WHEREAS**, Port Authority of Allegheny County's (Authority) Collective Bargaining Agreement with the Port Authority Transit Police Association (Association) covering terms and conditions of employment for Police Officers expired on July 31, 2009; and

**WHEREAS**, after lengthy bargaining, representatives of Authority and representatives of Association have agreed on the terms of a new Collective Bargaining Agreement (Agreement) extending for a period of four years with effective dates of August 1, 2009 through July 31, 2013; and

**WHEREAS**, labor counsel for Authority has been advised by counsel for Association that Association membership has voted to accept the terms and conditions of the Agreement; and

**WHEREAS**, the Authority's Board has reviewed the proposed terms and conditions of the Agreement and has received the affirmative recommendation of Authority's management and labor counsel to approve the Agreement; and

**WHEREAS**, the Authority's Board desires to approve and ratify the proposed terms and conditions of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the proposed terms and conditions of the Agreement between Authority and Association covering terms and conditions of employment for Police Officers for the period from August 1, 2009 through July 31, 2013, as set forth on the Summary attached hereto as Exhibit "A" be, and the same hereby are, ratified, confirmed and approved.

**RESOLVED FURTHER**, that the chief executive officer and/or the assistant general manager of Human Resources be, and they hereby are, authorized to make such changes in the precise language of the final written agreement as may be necessary in their opinion, and in the opinion of counsel, to clearly express and memorialize the complete intent and understanding of the parties.

**RESOLVED FURTHER**, that upon completion of the final written agreement, the chief executive officer and/or the assistant general manager of Human Resources be, and they hereby are, authorized and directed to execute the Agreement on behalf of Authority.

**EXHIBIT A**  
**TENTATIVE AGREEMENT**  
**Between**  
**PORT AUTHORITY OF ALLEGHENY COUNTY**  
**And**  
**PORT AUTHORITY TRANSIT POLICE ASSOCIATION**

**TERM:** Four (4) years from August 1, 2009 through July 31, 2013.

**WAGES:** Wage rates shall remain as stated in the expired agreement, provided that:

Effective August 1, 2011, the contract as to wages may be reopened at the request of the union.

Effective August 1, 2012, the contract as to wages may be reopened at the request of the union.

**HEALTHCARE:** The health insurance benefits currently in place shall remain in place during the term of the agreement, for all officers currently employed. Effective July 31, 2013, this provision shall expire and the status quo which existed on July 31, 2009 shall be reinstated; and shall be uniform with the terms and conditions applicable to all non-represented employees participating in the health insurance plan and will be subject to changes made on a uniform basis, including, but not limited to, employee contributions towards premiums and opt-out provisions.

**PENSION:** The pension benefit and employee contributions to the pension fund shall remain in place during the term of the agreement, for all officers currently employed. Effective July 31, 2013, this provision shall expire and the status quo which existed on July 31, 2009 shall be reinstated; and shall be uniform with the terms and conditions applicable to all non-represented employees participating in the pension plan and will be subject to changes made on a uniform basis.

The Authority, at its sole discretion, may implement a mandatory defined contribution retirement program for officers hired on or after September 1, 2011, and offer a one-time option for current officers to move from the current pension plan to the new defined contribution retirement program.

**MISCELLANEOUS:** Language changes on other issues related to holidays, sick leave, and uniform allowance.

June 24, 2011

**Tentative Agreement for Changes to the Collective Bargaining Agreement**

**Between  
Port Authority of Allegheny County  
And  
Port Authority Transit Police Association  
(Police Officers – Rank and File)  
June 24, 2011**

The bargaining committees for the parties have agreed to recommend for ratification the following tentative agreement reached in collective bargaining to revise the collective bargaining agreement that expired July 31, 2009. The changes are prospective only.

1. **Term.** The Term of the Agreements shall be four years with effective dates of August 1, 2009 through July 31, 2013.

2. **Wages.** The Wage rates shall remain as stated in the expired agreement provided that:

Effective 8/1/2011 – The contract as to wages may be reopened at the request of the union;

Effective 8/1/2012 – The contract as to wages may be reopened at the request of the union.

3. **Wages.** The wage articles shall be revised to reflect the following:

If an officer attends an in-service or other required training session, including, but not limited to that required by Act 120, in addition to the normal work schedule, the officer shall be paid at the training rate of \$12/hour at time-and-one-half, subject to a minimum of four (4) hours on the officer's pass day.

4. **Article III, Section 3 – Court Pay.**

Revise Article III, Section 3 – Court Pay as follows:

When an officer is required to appear in court, including traffic court, or before any administrative agency or arbitration proceeding in connection with his or her duties as an employee of the Port Authority, at any time other than during his or her scheduled work hours, the officer will be paid one and one-half (1½) times his or her normal rate of pay for all time spent with a minimum of three (3) hours pay.

5. **Article III, Wages – Section 6 - K-9 Handler Compensation.**

a. The Authority is financially responsible for medical care of the police K-9 dog(s). K-9 Handler Officers will continue to receive \$250.00 per month for the care and maintenance for the K-9 dog.

6. **Article III – Wages.**

Add Section 7 as follows:

Port Authority may require the use of direct deposit for all employees. In addition, in the event Port Authority moves to a biweekly only pay cycle system, all employees may be subject to the biweekly pay cycle.

7. **Article IV – Uniforms.**

Revise Section 2 to provide as follows:

After initial issue, officers shall be provided with additional uniform issues to be obtained from a vendor as determined by the Association for the term of this Agreement provided further that said vendor shall meet such quality and/or regulatory standards as the Authority may require. The amount of annual uniform allowance shall not exceed \$700.00 per contract year (August 1 to July 31) in accordance with the list of items in Appendix A.

Detectives shall be permitted to use the uniform allowance for non-uniform purchases subject to approval from their department head.

Add Section 3 to provide as follows:

Port Authority shall provide bullet proof vests to all officers upon hire and replace those vests upon expiration of the manufacturer's warranty. Employees shall be required to wear the bullet proof vests while on duty.

[NOTE: Current officers who have bullet proof vests will be covered by the replacement provisions set forth in this Section.]

8. **Article V, Hours - Section 4 – Shifts.**

Section 4 – Shifts

Daily shifts shall consist of no more than two of each start time per turn and shall end eight hours from the start time. Work performed over eight (8) hours in a turn will be considered compensable time.

1 <sup>st</sup> Turn	6:00 a.m.
	7:00 a.m.
	8:00 a.m.
2 <sup>nd</sup> Turn	2:00 p.m.
	3:00 p.m.
	4:00 p.m.
	6:00 p.m.

3<sup>rd</sup> Turn      10:00 p.m.  
                  11:00 p.m.  
                  12:00 p.m.

9.     **Article VII, Vacations – Section 1 – Entitlement.**

Revise Article VII, Vacations – Section 1 – Entitlement, by adding the following:

(D) An employee who is due to complete his/her 5<sup>th</sup>, 12<sup>th</sup>, or 18<sup>th</sup> year of continuous service shall be advanced the additional week of unearned vacation effective January 1 of that year and shall be entitled to schedule and take that vacation in accordance with Section 2 during that calendar year. However, should such an employee separate from employment before his/her anniversary date, he/she shall be required to reimburse the Authority for the value of any unearned vacation advanced and taken prior to his/her separation through payroll deduction or, if necessary, other means.

10.    **Article VIII – Holidays.**

Revise Section 1 to eliminate the provision that officers will be entitled to be off work with pay on their birthday and substitute, in lieu of the birthday, a personal day consistent with the terms and provisions of the agreement between Port Authority and Port Authority Transit Police Association Sergeants and Lieutenants.

Revise Section 2 to provide as follows:

If an officer works on a designated holiday, the officer shall receive the normal rate of pay at time and one-half for those hours worked, and may elect to receive the holiday pay or take eight (8) hours off with pay, on any day following the holiday within the remaining calendar year if operationally feasible. An officer required to work overtime on a holiday shall receive double time for hours worked over eight (8) on the holiday.

A Section 3 shall be added to provide as follows:

Section 3 – Eligibility for Holiday Pay.

In order to be eligible for holiday pay an employee must work the last scheduled work day prior to the holiday, the first scheduled work day following the holiday, and, the holiday if scheduled.

11.    **Article IX – Sick Leave.**

Should the Union exercise its right to re-open the contract as to wages, the Authority shall have the right to re-open this Article

**(A separate document not included in the Tentative Agreement)**

## Memorandum of Agreement

Effective July 1, 2007, Port Authority eliminated the ability of pension plan participants to receive credit for unused sick leave towards continuous service for retirements. Some employees in this collective bargaining unit failed to take advantage of the opportunity provided to receive credit for unused sick leave toward continuous service for retirement prior to the July 1, 2007 effective date of this change. Without evaluating the reasons these employees failed to exercise this option, it appears that some intended to seek this credit but failed to timely act. As a result, Port Authority shall offer a one-time only window of thirty (30) calendar days within which employees who failed to convert sick leave for service credit and who wish to do so, may do so utilizing their sick leave balances at the time the window is in effect, not to exceed the number of days that the employee had accumulated as of July 1, 2007. This one-time only window shall be "opened" for a thirty (30) day period identified by Port Authority during calendar year 2011 after notice of the dates the window will "open" and "close" to the Association. Employees desiring to exercise this option must do so during the window period and Port Authority shall not be required to offer this opportunity again.

### 12. **Article XVI – Section 1.**

It is understood and agreed that the health insurance benefits currently in place shall remain in place up to and through July 30, 2013. Effective July 31, 2013, this provision shall expire and the status quo which existed on July 31, 2009 shall be reinstated with the understanding that officers shall continue to receive the health insurance plan and benefits applicable to non-represented employees of the Authority, on the same terms and conditions (including, but not limited to, employee contributions toward premiums and opt-out provisions) as the other employees who participate in the health insurance plan for non-represented employees. In other words, there will be no changes made to the current structure of the health care benefits during the term of this Agreement but effective July 31, 2013, it is understood that the health care benefit for officers shall be uniform with the terms and conditions applicable to all non-represented employees participating in the health insurance plan and will be subject to any changes made on a uniform basis.

### 13. **Revise Article XVI – Section 2.**

When a death occurs to an active employee, except if an officer is killed in the line of duty, the spouse of that deceased active employee will be entitled to receive health insurance benefits (individual or family) for a period of two (2) years following the officer's death or until the spouse remarries, whichever first occurs. In the event an officer is killed in the line of duty, the spouse will be entitled to receive health insurance benefits (individual or family) for a period of three (3) years following the officer's death or until the spouse remarries, whichever first occurs.

### 14. **Revise Article XVIII – Pension.**

It is understood and agreed that for all employees employed with Port Authority as of the date of this proposal (June 24, 2011) the pension benefit and employee contributions to the pension fund shall remain in place up to and through July 30, 2013. Effective July 31, 2013, this provision shall expire and the status quo which existed on July 31, 2009 shall be reinstated with the understanding that officers shall continue to receive the same pension benefits in like manner and time as applicable to other employees covered by the pension plan. In other words, there will be no changes made to the current structure of the pension benefits and contributions during the term of this agreement but effective July 31, 2013, it is understood that the pension benefit for officers shall be uniform with the terms and conditions applicable to all non-represented employees participating in the pension plan and will be subject to any changes made on a uniform basis. The Authority may, at its sole discretion, implement a mandatory defined contribution retirement benefit program for employees hired on or after September 1, 2011 and covered by this Agreement with terms that uniformly cover them and other employees hired after September 1, 2011 and covered by the pension plan. Port Authority may offer a voluntary "opt-in" to such a program for current employees in its sole discretion as well. Such an opt-in, however, would be voluntary on the part of any employee hired before September 1, 2011.

**15. Revise Article XX – Labor Management.**

Revise Article XX – Labor Management as follows: Delete Sections 2 and 3.