April 21, 2015

NOTICE is hereby given that a Special Meeting of the Board of the Southeastern Pennsylvania Transportation Authority will be held on Thursday, April 23, 2015, at 3:00 P.M. at 1234 Market Street, Mezzanine Level, Philadelphia, Pennsylvania to consider the following Resolution:

Memorandum of Agreement By and Between SEPTA and the Brotherhood of Railroad Signalmen (BRS)

Pasquale T. Deon, Sr.
Chairman
RESOLUTION

re

MEMORANDUM OF AGREEMENT BY AND BETWEEN SEPTA AND THE BROTHERHOOD OF RAILROAD SIGNALMEN (BRS)

WHEREAS, negotiations between representatives of SEPTA and Brotherhood of Railroad Signalmen ("Union") resulted in a proposed Memorandum of Agreement which governs the terms and conditions of employment of the bargaining unit employees whom the Union represents; and

WHEREAS, SEPTA staff communicated to the Board the terms of the proposed Memorandum of Agreement and the terms are summarized within the pertinent staff summary; and

WHEREAS, the appropriate members of the Union have ratified the Memorandum of Agreement; and

WHEREAS, the General Manager recommended that the Board approve and ratify the proposed Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and ratifies the proposed Memorandum of Agreement by and between SEPTA and the Brotherhood of Railroad Signalmen
which governs the terms and conditions of employment of the bargaining unit employees whom the Union represents.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee and appropriate managers of SEPTA to take all necessary and proper action including, but not limited to, amending agreements with the providers of medical, prescription and dental benefits and life insurance, in order to implement the terms and conditions of the Memorandum of Agreement and to do all other acts necessary and proper to effectuate this Resolution.
I. Purpose: To obtain approval by the SEPTA Board of the Memorandum of Agreement reached between the Authority and the Brotherhood of Railroad Signalmen.

II. Background: On June 30, 2014, the Collective Bargaining Agreement between the Authority and the Brotherhood of Railroad Signalmen (BRS) became amendable. The parties began negotiations for a new agreement on November 10, 2014. Management's objectives were to create a fair and progressive contract for the 85 members of the Union within the Authority’s financial and operational objectives and in accordance with the terms of the pattern of bargaining established by the TWU 234 settlement.

The parties arrived at an Agreement on April 21, 2015. The Agreement meets the objectives of the Authority. This Memorandum of Agreement is subject to ratification by the union and is being presented to the Board for approval.

III. Scope of Agreement The following terms outline the changes in the BRS collective bargaining agreement that would take effect if the Memorandum of Agreement is approved:

1. Term The duration of the Agreement is two years and seven months years commencing June 30, 2014 and amendable on February 16, 2017, at 12:00 midnight.

2. Rates of Pay (section 501), The following wage increases will be granted to BRS members:

   2.0% increase effective May 10, 2015
   3.0% increase effective May 8, 2016

ENCLOSURES:
MEMORANDUM OF AGREEMENT WITH BROTHERHOOD OF RAILROAD SIGNALMEN

SIGNATURE:

STEPHANIE K. DEIGER
CHIEF LABOR RELATIONS OFFICER
III. Scope of Agreement (continued from previous page)

3. **Seniority (Section 301-new).**
   After absence due to leave of absence, jury duty, vacation, sickness, disability, suspension, or other cause, an employee must return to his former position, if not permanently abolished, changed in accordance with rule 502(f), or filled by a senior employee in the exercise of seniority, and/or within ten (10) calendar days, exercise seniority (including right to promotion) to any position advertised during his absence. If, during his absence, his regular position has been permanently abolished, changed in accordance with rule 502(f), or filled by a senior employee in the exercise of seniority, he shall exercise seniority in accordance with this Agreement.

4. **Grievance Handling (Section 401).** Add to paragraph (j): Within a reasonable period of time that is mutually agreeable, at a place designated by SEPTA’s Labor Relations representative, a Labor Relations hearing will be held.

5. **Clothing, Tools and/or Equipment (Section 514).** Increase the clothing allowance to $380 effective July 2015, and to $385 effective July 2016.

6. **Same Sex Spousal Benefits (Section 808-new).** The Authority will extend healthcare, pension, FMLA, and other employee benefits to same-sex spouses in the same manner as such benefits currently apply to opposite sex spouses.

7. **Holiday Allowance (Section 601).** Amend paragraph (g): If a holiday falls within an employee’s vacation or on a scheduled day off, the employee will have the option of being paid for the day or taking the next regularly scheduled day off for such holiday, provided such day off is mutually agreed to by the parties.

8. **Vacations (Section 901).** Amend paragraph (i): Employees with two (2) years or more of service who qualify for ten (10) days of vacation may elect to take five (5) days in single days. Employees who qualify for fifteen (15) days of vacation may elect to take ten (10) days in single days. Employees who qualify for twenty (20) days of vacation may elect to take fifteen (15) days in single days. Employees who qualify for twenty five (25) days of vacation may elect to take fifteen (15) days in single days. Election of single day vacation days must be made at the time of the vacation picking. Individual day requests will be granted on a first-come-first-served basis only and by mutual agreement between employee and supervisor. Single day vacations must be taken within the calendar year. Remaining days will be forfeited unless the employee has not previously sold back a vacation week for the particular year, in which case they can be sold back.

IV. Impact on Funding

The cost of this contract is within the budget projection as forecast in the Fiscal Year 2015, 2016 and 2017 Operating Budgets.

V. Alternatives

Approve or reject the attached Memorandum of Agreement.

VI. Recommendations

Approve the Memorandum of Agreement.

---

Recommended for Approval.

Joseph M. Casey
General Manager
Memorandum of Agreement
Between
Southeastern Pennsylvania Transportation Authority
And
Brotherhood of Railroad Signalmen

The Southeastern Pennsylvania Transportation Authority ("SEPTA") and the Brotherhood of Railroad Signalmen (the "Union"), do hereby enter into this Memorandum of Agreement to revise the Agreement between them dated December 12, 2011 as follows:

1. **Section 1101. Term of Agreement**

Section 1101 will be amended to reflect the following changes:

"January 1, 2014" shall be deleted and replaced with "August 16, 2016."
"June 30, 2014" shall be deleted and replaced with "February 16, 2017."

2. **Section 301. Seniority**

New (e):

After absence due to leave of absence, jury duty, vacation, sickness, disability, suspension, or other cause, an employee must return to his former position, if not permanently abolished, changed in accordance with rule 502(f), or filled by a senior employee in the exercise of seniority, and/or within ten (10) calendar days, exercise seniority (including right to promotion) to any position advertised during his absence. If, during his absence, his regular position has been permanently abolished, changed in accordance with rule 502(f), or filled by a senior employee in the exercise of seniority, he shall exercise seniority in accordance with this Agreement.

3. **Section 401. Grievance Handling**

Add to paragraph (j): Within a reasonable period of time that is mutually agreeable, at a place designated by SEPTA’s Labor Relations representative, a Labor Relations hearing will be held.

4. **Section 501. Rates of Pay**

Section 501(a) will be amended to reflect the following wage increases:

2.0% effective May 10, 2015
3.0% effective May 8, 2016

5. **Section 514. Clothing, Tools and/or Equipment**

Increase the clothing allowance to $380 effective July 2015, and to $385 effective July 2016.

6. **Section 808 (new). Same Sex Spousal Benefits**

The Authority will extend healthcare, pension, FMLA, and other employee benefits to same-sex spouses in the same manner as such benefits currently apply to opposite sex spouses.
7. **Section 601. Holiday Allowance**

Amend paragraph (g): If a holiday falls within an employee’s vacation or on a scheduled day off, the employee will have the option of being paid for the day or taking the next regularly scheduled day off for such holiday, provided such day off is mutually agreed to by the parties.

8. **Section 901. Vacations**

Amend paragraph (i): Employees with two (2) years or more of service who qualify for ten (10) days of vacation may elect to take five (5) days in single days. Employees who qualify for fifteen (15) days of vacation may elect to take ten (10) days in single days. Employees who qualify for twenty (20) days of vacation may elect to take fifteen (15) days in single days. Employees who qualify for twenty five (25) days of vacation may elect to take fifteen (15) days in single days. Election of single day vacation days must be made at the time of the vacation picking. Individual day requests will be granted on a first-come-first-served basis only and by mutual agreement between employee and supervisor. Single day vacations must be taken within the calendar year. Remaining days will be forfeited unless the employee has not previously sold back a vacation week for the particular year, in which case they can be sold back.

***

Stephanie K. Deiger  
Chief Labor Relations Officer  
4/21/15

Michael Monastero  
Chief Engineering Officer C & S  
4/21/15

Kenneth Williams  
Director of Signals  
04-21-15

Dennis C. Papadeas  
Manager, Labor Relations  
4/21/15

Lesley K. Miller  
General Chairman  
4-21-15

Jason Worcester  
Assistant General Chairman  
4-21-15

Dennis M. Boston  
Vice-President  
4-21-15

James Ward  
Local Chairman  
4-21-15

Jason Harkleroad  
Assistant General Chairman  
4-21-15