

AGREEMENT

**between
Southeastern Pennsylvania
Transportation Authority
and
Transport Workers
Union of
Philadelphia**

**Local 234 CTD
Transport Workers Union
of America/AFL-CIO**

October 31, 2014

Section 501. Sick Leave

(a) Absence from work, properly reported, because of sickness or injury will be classed as sick leave.

(b) (1) The maximum sick leave to which an employee is entitled during one's entire service with the Authority will be sixty (60) days for the first six (6) months of service, sixty (60) days for the second six (6) months of service, and sixty (60) days for each full year of service thereafter.

(b) (2) Employees hired March 15, 1975, and thereafter, will be entitled to maximum sick leave as follows: The maximum sick leave to which an employee is entitled during one's entire service with the Authority will be thirty (30) days for the first six (6) months of service, thirty (30) days for the second six (6) months of service, thirty (30) days for the third six (6) months of service, and thirty (30) days for the fourth six (6) months of service, then sixty (60) days for each full year of service thereafter.

(c) Beginning with the third (3rd) year of service, the sixty (60) days credit for each year will be credited at the beginning of each year of service.

(d) The period of Authority service on which an employee's sick leave is computed will be from the day of employment to and including the last day worked before absence due to sickness and no additional sick leave allowance may accrue during such an absence.

(e) In any year in which an employee's accumulated sick leave used reaches a total of 365 days or any whole multiple thereof such employees shall not be credited with the sixty (60) days set forth in (d) above, on one's next anniversary of employment, but will forfeit such credit.

(f) To determine the balance of sick leave due the employee involved, each absence will be added to the previous absences and the total days absent will be deducted from the allowable sick leave.

(g) Sick leave specified throughout this Section is on the basis of calendar days and not scheduled work days.

(h) Each employee who has accumulated more than thirty (30) days sick leave will be notified by certified mail (or by personal interview at which time one will sign for and be given a copy of the report of interview) at least thirty (30) days prior to the expiration of one's allowable sick leave.

(i) (1) Any employee whose absence due to illness exceeds the amount of sick leave to which one is entitled under this Section will be automatically dropped from Authority service, and placed on the Priority Recall List in accordance with Section 504.V.

(2) The Authority will give the Union a copy of the 501(i)(1) Priority Recall List upon request, but not more often than once per month.

(j) Time lost by an employee because of compensable injuries, i.e. injuries which one receives while on duty, will not be charged against one's sick leave.

(k) Employees on extended sick leave will be required to request extensions of their sick leave every sixty (60) days during such absence. The first such request should be received from the employee within sixty (60) days after the beginning of one's illness. For this purpose a form will be sent to such employee by certified mail to one's last known address. Subsequent extensions will be handled in the same manner each sixty (60) days thereafter.

(l) Discipline for attendance infractions will be as per the "Attendance Point System" (see Appendix).

(m) An employee who has been absent due to illness and who is required to visit the Authority's Medical Department before returning to work will not be prevented from returning to work because of this requirement if one's absence has been for thirty (30) days or less and the Medical Department is closed between the time the employee gets well and one's starting time for work. Employees who are authorized to return to work from illness or injury in less than thirty (30) days must provide their work location with doctor's proof of illness and return to work status. The work location reserves the right to review the matter with the Medical Department.

(n) Transportation employees who are required to report to the Medical Department before returning to work by virtue of being absent from work for more than thirty (30) days due to illness or injury may report out of the sick book prior to reporting to the Medical Department by telephoning their location prior to 12:30 p.m. on the day before they will be reporting to work. They will then be permitted to return to work the following day, subject only to the approval of SEPTA's Medical Department.

(o) Maintenance employees who are required to report to the Medical Department before returning to work by virtue of being absent from work for more than thirty (30) days due to illness or injury and who have to wait at SEPTA's Medical Department more than one and one-half hours from the time of reporting to Medical until being

cleared to return to work, will be compensated at their regular rate for any time lost from work in excess of one and one-half hours.

(p) Employees who are not in the sick book and who are required by the Authority to report to SEPTA's Medical Department when they would otherwise be working will be compensated at their regular rate for time lost from work.

(q) Employees who are not in the sick book or disabled due to an on-the-job Workers Compensation injury and who are required by the Authority to report to SEPTA's Medical Department before or after their scheduled work, or on their swing or on their day off will be compensated at the regular wage rate for their current job for the time spent at SEPTA's Medical Department. Employees performing Transitional Duty assignments will receive the Transitional Duty rate.

(r) Employee's absences as a result of entry into a drug/alcohol rehabilitation program will count as sick leave. An employee who expires his/her sick leave as a result of participation in such a program will be granted a leave of absence not to exceed one (1) year in order to complete a prescribed treatment. Upon such employee's return to work, any subsequent absence may result in his/her being dropped from the rolls of the Authority in accordance with section 501(i) of the Labor Agreement.

Section 502. Sick Benefits

(s) Sick benefits shall be paid as hereinafter provided, by the Authority to an employee for disability caused by illness or injury for a period not to exceed one hundred and eighty days in any consecutive twelve (12) months, it being understood that this shall apply only in cases where the regular wage or salary is not continued during absence from duty.

Effective March 15, 1994, the amount of such sick benefits, beginning with the fourth day's absence from duty for such cause, shall be as follows:

1 to 28 Days	\$255.00
29 to 180 Days	\$230.00

For any employee hired on March 20, 1986 and thereafter, the above benefits are not to exceed fifty percent (50%) of the employee's hourly rate.

Employees who become sick on or after April 10, 1995 shall receive sick benefits amounting to forty-five percent (45%) of the employee's regular straight time hourly rate times eight (8) hours per day. However, in no case will an employee receive less sick benefits than he/she would have received under the provisions of the 1992-95 agreement:

Employees who become sick on or after April 29, 2001 shall receive sick benefits amounting to fifty percent (50%) of the employee's regular straight time hourly rate times eight (8) hours per day. However, in no case will an employee receive less sick benefits than he/she would have received under the provisions of the 1992-95 agreement:

It is especially provided that benefits may be withheld in all cases where sickness or disability was brought about by any grievous neglect or imprudent or indiscreet act of the employee. No benefits shall become payable for disablement due to immoral conduct or to the use of intoxicants.

(t) Payments shall commence with the fourth day's illness providing that notice in writing requesting sick benefits is received by the Authority within the first three (3) days of illness.

(u) All applications for sick benefits shall be made in writing upon blanks furnished for the purpose by the Authority which may be secured from the various Division Superintendents and Department Heads. All applications must be approved by the Division Superintendent or Department Head. If, however, an application blank is not available, notice in writing requesting benefits to the Division Superintendent or Department Head on or before the third (3rd) day of illness will be sufficient as a preliminary request. However, such notices must in all cases be followed by an application form properly executed. Reporting off sick to the Department Head or Superintendent or reporting to the Medical Department or Compensation Department will not be construed as an application for sick benefits. The responsibility for requesting sick benefits is strictly up to the employee.

(v) All requests for sick benefits must be made in writing and must be received by the Division Superintendent or Department Head on or before the third (3rd) day of illness. Requests not so received will become effective for benefits only on and from the date received.

(w) When an employee turns in a fully completed application for sick benefits (including physician's statement) to their appropriate location managerial representative, they shall be provided receipt of delivery upon request.

(x) Employees becoming ill while on leave of absence and out of reach of the Authority's regular examining physician will be required to forward with their application for sick benefits a doctor's certificate sworn to before a Notary Public giving full history of their case. Such cases may then be passed upon by the Authority.

(y) Whenever doubt or uncertainty shall arise concerning the nature or extent of an employee's disability, the Authority reserves the right to conduct such independent investigation or physical examination as it may deem necessary.

(z) Sick benefits will not be allowed where employees depart from the address from which they report for work, without first notifying the Authority and affording an opportunity of physical examination or investigation of their disability. Doctor's certificate sworn to before a Notary Public will be required every fourteen (14) days during the disability of employees out of reach of the Authority's regular examining physician, except where employees are confined to an institution.

(aa) Pensioners will not be eligible for sick benefits.

(bb) Sick benefits specified throughout this Section are on the basis of calendar days and not scheduled work days.

(cc) Any sick benefits which are paid to an employee as the result of an accident or injury will be subrogated to the Authority from any third (3rd) party source.

(dd) No sick benefits will be paid to an employee who is injured while performing work for an employer other than SEPTA.

(ee) In the event the Authority disputes a Workers Compensation claim filed by an employee, such employee shall be paid all sick benefits to which he/she is otherwise entitled under the Labor Agreement. In the event the Workers Compensation claim is upheld, the sick benefits paid to the employee under this paragraph will be deducted from the Workers Compensation benefit payments.

APPENDIX I ATTENDANCE POINT SYSTEM

Effective November 1, 1998:

I. Attendance Point System

The parties have agreed to incorporate the point system set forth below in the collective bargaining agreement. The point system provides employees the opportunity to improve their records through steady attendance and attempts to provide an objective basis for the imposition of discipline for non-attendance.

Subject to the general rules set forth below, points are to be assessed against employees for various incidents of non-attendance. An employee who accumulates twenty (20) or more points will be subject to progressive discipline each time his/her point total reaches twenty (20), as follows:

- ▶ One (1) day suspension
- ▶ Five (5) day suspension
- ▶ Discharge, provided, however, that for purposes of discharge the twenty (20) point total will be increased two (2) points for each five (5) years of service.

(*)All discipline other than discharge under the Attendance Point System shall be administrative.

For every month in which an employee has no incident of non-attendance covered by the point system, the employee's point total will be reduced by two (2) points. Beginning with the sixth consecutive month without such an incident, and for each month thereafter, the employee's point total will be reduced by three (3) points. The point total, however, cannot be less than zero (0).

The imposition of progressive discipline will reduce the employee's point total by ten (10).

Incidents of Non-Attendance and Points

I.A. MISSES (Transportation)

- | | |
|--|----------|
| (a) Any miss less than four (4) hours | 5 points |
| (b) Any miss four (4) hours or more | 6 points |
| (c) Miss of a "second half", after working "first half" | 7 points |
| (d) An employee turning in sick after a miss will be assessed points for that miss and the sick turn-in. | |

I.B. LATENESSES (Maintenance)

- | | |
|--|----------|
| (a) Lateness with a call-in before the start of the shift | 3 points |
| (b) Lateness less than four hours without a call-in before the start of the shift | 4 points |
| (c) Lateness equal to or over four hours without a call-in before the start of the shift | 5 points |
| (d) An employee turning in sick after a lateness will be assessed points for that lateness and the sick turn-in. | |

II. Sick Turn-Ins

(ff) Each sick turn-in will be assessed two (2) points.

(gg) A turn-in that establishes the pattern (as defined below) will be assessed an additional four (4) points. Each subsequent sick turn-in that fits into this pattern, and still has three (3) prior sick turn-ins in that year (in the same pattern) will be assessed an additional two (2) points. These points for additional pattern sicknesses will also be added to the penalty assessed for misses with sick turn-ins.

(hh) Similar types of turn-ins in one (1) year will establish a recognizable pattern, as follows:

- (1) Three (3) turn-ins on the same day of the week
- (2) Four (4) turn-ins before and after days off
- (3) Four (4) turn-ins on the weekend (Saturday and Sunday)
- (4) Three (3) turn-ins which result in three (3) consecutive days off when an employee has split days off

All pattern turn-ins must be similar type turn-ins.

Turn-ins greater than three (3) days will not be considered for purposes of establishing a pattern. Absences identified by a physician as related to premenstrual syndrome, however, will not be considered for purposes of establishing a pattern.

Patterns will be calculated on a 365 day cycle as per the labor agreement.

III. Emergency at Home (EAH) and Sickness at Home (SAH) Days

(a) As in the past, an employee who has requested to be excused by management in advance, and is granted such day by management, then no points will be assessed for that management-excused day.

(b) Employees will be entitled to a total of four (4) EAH/SAH days requiring no validation within any consecutive twelve (12) month period. All subsequent turn-ins for EAH or SAH will be assessed two (2) points and will be considered in establishing patterns.

IV. AWOL

The first AWOL will be assessed ten (10) points, skip a step for second AWOL and discharge for third AWOL in a twenty-four month period. An employee shall be deemed to have abandoned his/her job upon being AWOL for three (3) consecutive days without communicating with the Authority, unless such employee was hospitalized, incapacitated or otherwise could not reasonably be expected to communicate with the Authority.

V. General Rules

(a) All discipline to be imposed under this Point System is set forth above. All such discipline and the imposition of points hereunder shall be segregated from, and shall not be considered in the imposition of discipline for other infractions or incidents.

(b) Each employee will be notified, in writing, of all points assessed against him or her and will be interviewed upon accumulating fifteen (15) or more points.

(c) The parties recognize that the foregoing Point System will be implemented as soon as practicable after the execution of the Labor Agreement.

(d) Using an Emergency-at-Home or Sickness-at-Home day will not jeopardize the opportunity for employees to earn their paid excused day.

(e) If an employee is late for work as a result of occurrences pertaining to the Authority's service, the employee will not be charged any points, provided the employee can establish that he/she was aboard the vehicle that preceded the trip that would have-allowed the employee to arrive at work on time.

(f) Lateness or misses due to severe snowstorms will not count in the determination of progressive discipline.

VI. Sick Leave Notification

Employees shall be required to submit doctor's verification of illness or injury only for absences of five (5) days or more.

Section 404. Overtime

(g) Pay time for overtime work will be one and one-half times the scheduled work hours for the overtime work performed.

(h) Platform work, excluding lateness, performed in addition to a day's work by an employee will be classed as overtime work and paid as such.

(i) Platform work, excluding lateness, report and turn-in time identified in Section 401(c), performed in excess of eight (8) hours in any one day will be classed as overtime work and paid as such.

(j) When a minimum day run is performed as overtime, the pay time therefore will be one and one-half times the minimum day.

(k) Platform work performed by an employee on any day which is a regular day off-duty for one will be classed as overtime and paid as such, unless the employee has previously turned in sick that week in which case the employee will be treated as having switched his days off and paid at straight time for the work on the scheduled day off.

(l) The day for which work will be regarded as done will be the day for which it is scheduled, rather than the day on which it commences.

(m) Platform work, excluding lateness, tripper work already paid at time and one-half and work for which daily overtime has been paid under Section 404(c), performed in excess of forty (40) hours in any one week shall be classed as overtime and paid as such.