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**TENTATIVE SETTLEMENT AGREEMENT
BY AND BETWEEN
Port Authority of Allegheny County
And
Local 85 Amalgamated Transit Union
October 31, 2022**

RANK AND FILE UNIT

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit ("PRT" or "Authority") and Local 85 Amalgamated Transit Union ("Union") are parties to a collective bargaining agreement covering rank and file employees that expired on June 30, 2022. PRT and Union (hereinafter collectively referred to as "the Parties") have reached a Tentative Agreement ("Agreement") that would extend and revise their expired collective bargaining agreement as set forth below. The bargaining committees appointed by the Parties have both agreed to recommend this Agreement for ratification. Upon ratification, the terms of this Agreement shall be integrated into the expired CBA to effectuate the parties' intent. The terms of the Agreement are as follows:

1. **Term** - The term of the Agreement is four (4) years having effective dates of July 1, 2022 through June 30, 2026. All changes shall be prospective from the date of ratification by both parties (Ratification Date) unless another date is identified.
2. **Sections 201, 901 and 1101 – Wage and Salary Rates and Job Classifications** – Provided the Ratification Date is prior to December 31, 2022, Sections 201, 901 and 1101 shall be revised to reflect a wage increase of 4.0% across the board effective January 1, 2023, a wage increase of 3.0% across the board effective January 1, 2024, a wage increase of 3.0% across the board effective January 1, 2025, and a wage increase of 2.75% across the board effective January 1, 2026. In the event the Ratification Date is after December 31, 2022, the wage increase for 2022 shall go into effect in the first full pay period following the Ratification Date.
3. **COVID Attendance Bonus** – A one-time bonus payment shall be paid to each active employee on payroll as of the Ratification Date of this Agreement or to any employee who retired from July 1, 2022 through the ratification date of this Agreement in an amount equal to \$1.00 for every hour worked from March 1, 2020 through June 30, 2021, up to a maximum of Four Thousand Dollars (\$4,000.00), not to include any hours of paid or unpaid leave of any form. The processing of this bonus payment will commence in February 2023 and will be completed by June 30, 2023. (This payment will not be pensionable.)
4. **Section 301 -- Make up and Pay of Runs** – Effective for the June 2023 pick, revise ~~Section J~~ to provide sixteen (16) minutes sharking time for both bus and rail; and swing operators' pay shall include ten (10) minutes sharking time on the second half of their work day for both bus and rail.
5. **Section 213 – Retirement and Disability Allowance Plan** – The interest rate earnings assumption currently in place and utilized by the parties' actuaries to perform actuarial

valuations and studies shall be adjusted from 7.75 to 7.5 over the four (4) year term of the Agreement as follows:

January 1, 2023 – 7.6875%

January 1, 2024 – 7.625%

January 1, 2025 – 7.5625%

January 1, 2026 – 7.5% — *PST \$14 mill. NO COST TO ATU*

6. Section 205 – Holidays With Pay – For 2023 only, Juneteenth will be paid as an “8 hour spot.” For employees who are scheduled off on June 19, 2023, they will receive the 8 hour spot only. For employees who work on June 19, 2023, they will receive pay for hours worked plus the 8 hour spot. Work performed on this date will not fall under any premium pay rules that are in place under section 205, and no AH day will be awarded. Employees shall continue to be eligible for overtime pay for any hours worked over 8 on that day or 40 during that week pursuant to the other provisions of the agreement. Effective for 2024, Juneteenth will be treated as any other minor holiday.
7. Section 206 – Illness, Sick Leave, Accident and Sickness Insurance – At a date designated by Port Authority but not later than One hundred and twenty (120) days from the ratification date of the Agreement, unpaid sick days (TMM Days) for all employees shall be eliminated. At that time, Paragraphs 1 and 2 of Section 206A of the Collective Bargaining Agreement shall be revised to provide as follows:

A. Hourly-rated employees in the active service of the Authority will be allowed, beginning on the first day of employment and thereafter on their anniversary date of each year, sick leave at the rate of (8) hours each per day in accordance with the scale set forth below. Such sick leave shall be cumulative; any unused portion shall accumulate to the credit of the employee.

Date	Entitlement
First day of employment	5 Days
First Anniversary Date	6 Days
2nd Anniversary Date	7 Days
3rd Anniversary Date	8 Days
4th Anniversary Date	9 Days
Thereafter on Anniversary Date	<u>10 Days</u>

45 days after 4 yrs

8. Section 203 – Vacations With Pay – Revise Section D to provide as follows:

To the extent that operation and maintenance of the transportation facilities allow, employees entitled to more than two (2) weeks of vacation will be permitted to take their vacation in weekly segments.

The annual vacation pick for all employees shall commence no later than October 1, and shall conclude no later than November 30, to become effective January 1 of the following year.

Subject to management's continuing right to determine the number of employees permitted to be on vacation or to deny or defer requested vacation of any length as set forth in Section 203F, beginning in the vacation year January 1, 2024, all employees entitled to two (2) or more weeks of vacation shall be permitted to take two (2) weeks of vacation one (1) day at a time at the employee's discretion provided a minimum of forty-eight (48) hour notice is given to authorized supervision. Provided further that the forty-eight (48) hour notice may be waived by Authority management if it is decided to increase the number of employees allowed off.

9. Sections 306 and 307 -- System Seniority and System Picks, Picking Runs -- Revise to provide there shall be three (3) total picks per year, two (2) of which shall be a run pick and one (1) of which shall be the annual system pick. To reflect this change, Section 307A shall be revised to provide as follows:

- A. There will be three operator picks a year, one of which will be a system pick to determine the location an operator will work. The effective date of the picks will be slated for February, June, and October, with October being the system pick. In the event runs have been chosen within the thirty (30) calendar days previous to the dates specified and changes in the schedules are to be made within thirty (30) calendar days following these dates, a pick of runs will not be made unless requested by the Union. At such other times as operating conditions require, additional picks will be made. Where reliefs are necessary during these additional picks for operators to pick their runs, the Authority shall bear the expense of same. Operators will select available runs or available extraboard positions in seniority order.

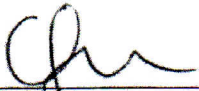
10. Section 105 -- Discipline -- Revise the second paragraph to provide as follows:

Prior to discipline, a management representative shall give employees a fair and impartial hearing at such time as not to cause them the loss of any pay in attending the hearing. At the request of the employee, a Union representative shall attend the hearing. The hearing may be rescheduled at the request of the employee or the employee's representative one (1) time for cause shown if such request is made prior to the hearing and cause is demonstrated and the hearing is held within ten (10) business days of the originally scheduled hearing date. If the employee is unable to attend either the first or the rescheduled hearing, the employee may submit a written statement by the close of business on the date of the hearing. Port Authority will review the information available including information from the employee, if any is provided, and make a decision.

11. The Job current job classification of Master Mechanic shall be changed to Master Technician. The Parties recognize and agree that during the development and implementation by Port Authority of a job description for Master Technician, such job description will include the responsibility to work on both zero emission and diesel-

emitted busses and vehicles. This job description will be completed within 90 days of the Ratification Date of this agreement, and management will meet and confer with the Union before finalizing the job description. The job will be made available on the next system pick following completion of the job description. In addition, Port Authority has established the position of Building Maintainer Working Foreperson and the parties agree that this position shall be established at a Pay Group 7.

For Port Authority:

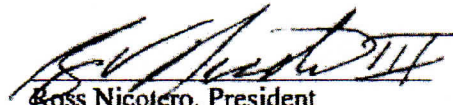

Katharine Kelleman, CEO

11-5-2022
Date

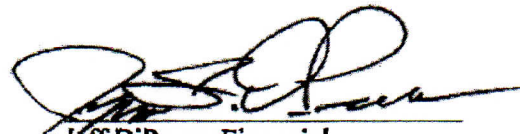

Mike Heidkamp, COO

11-2-22
Date

For Local 85:


Ross Nicotero, President

11/02/2022
Date


Jeff DiPerna, Financial
Secretary/Treasurer

11-2-22
Date

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Scenario 3a: Highmark

Illustrative 2023-2024 annual employee contributions - ATU only

Status Quo: Highmark Broad Access PPO (Based on Scenario 3a Proposal)

	Tier	Enrollment	2022		2023		2024		2025 max		2026 max	
Core Contributions												
Enhanced PPO												
EE Only		367	\$1,470	\$1,666	\$1,666	\$1,823	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
EE+1		358	\$2,353	\$2,665	\$2,665	\$2,917	\$3,199	\$3,199	\$3,199	\$3,199	\$3,199	\$3,199
Family		448	\$2,647	\$2,998	\$2,998	\$3,282	\$3,599	\$3,599	\$3,599	\$3,599	\$3,599	\$3,599
Basic PPO												
EE Only		27	\$1,070	\$1,212	\$1,212	\$1,327	\$1,456	\$1,456	\$1,456	\$1,456	\$1,456	\$1,456
Two Person		14	\$1,713	\$1,940	\$1,940	\$2,124	\$2,329	\$2,329	\$2,329	\$2,329	\$2,329	\$2,329
Family		6	\$1,927	\$2,182	\$2,182	\$2,389	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620
Wellness Credits												
Enhanced PPO												
EE Only		367	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
EE+1		358	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Family		448	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Basic PPO												
EE Only		27	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Two Person		14	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Family		6	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Net Employee Contributions												
Enhanced PPO												
EE Only		367	\$1,270	\$1,466	\$1,466	\$1,623	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
EE+1		358	\$1,953	\$2,265	\$2,265	\$2,517	\$2,799	\$2,799	\$2,799	\$2,799	\$2,799	\$2,799
Family		448	\$2,247	\$2,598	\$2,598	\$2,882	\$3,199	\$3,199	\$3,199	\$3,199	\$3,199	\$3,199
Basic PPO												
EE Only		27	\$870	\$1,012	\$1,012	\$1,127	\$1,256	\$1,256	\$1,256	\$1,256	\$1,256	\$1,256
EE+1		14	\$1,313	\$1,540	\$1,540	\$1,724	\$1,929	\$1,929	\$1,929	\$1,929	\$1,929	\$1,929
Family		6	\$1,527	\$1,782	\$1,782	\$1,989	\$2,220	\$2,220	\$2,220	\$2,220	\$2,220	\$2,220
Net Employee Contributions		1,220	\$2,223,000	\$2,572,000	\$2,572,000	\$2,855,000	\$3,170,000	\$3,170,000	\$3,170,000	\$3,170,000	\$3,170,000	\$3,170,000
Gross Plan Cost*												
LESS: Total Employee Core Contributions			\$27,440,000	\$32,145,000	\$32,145,000	\$35,680,000	\$39,605,000	\$39,605,000	\$39,605,000	\$39,605,000	\$39,605,000	\$39,605,000
ADD: Total Wellness Credits			(\$2,632,000)	(\$2,981,000)	(\$2,981,000)	(\$3,264,000)	(\$3,579,000)	(\$3,579,000)	(\$3,579,000)	(\$3,579,000)	(\$3,579,000)	(\$3,579,000)
Net Employee Contributions			\$409,000	\$409,000	\$409,000	\$409,000	\$409,000	\$409,000	\$409,000	\$409,000	\$409,000	\$409,000
Net Plan Cost			(\$2,223,000)	(\$2,572,000)	(\$2,572,000)	(\$2,855,000)	(\$3,170,000)	(\$3,170,000)	(\$3,170,000)	(\$3,170,000)	(\$3,170,000)	(\$3,170,000)
Contribution Percentage			8.1%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%

Illustrative 2023-2024 annual employee contributions -- ATU only

Status Quo: UPMC Health Plan (Based on Scenario 3a Proposal)

Core Contributions	Tier	Enrollment	2023					2024								
			2023	2024	2025 max	2026 max	2023	2024	2025 max	2026 max						
Enhanced PPO																
EE Only		289	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438	\$1,438
EE+1		288	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301
Family		387	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588
Basic PPO																
EE Only		57	\$981	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047
Two Person		16	\$1,570	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674	\$1,674
Family		20	\$1,766	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884	\$1,884
Wellness Credits																
Enhanced PPO																
EE Only		289	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
EE+1		288	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Family		387	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Basic PPO																
EE Only		57	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Two Person		16	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Family		20	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Net Employee Contributions																
Enhanced PPO																
EE Only		289	\$1,148	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238	\$1,238
EE+1		288	\$1,757	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901	\$1,901
Family		387	\$2,026	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188	\$2,188
Basic PPO																
EE Only		57	\$781	\$847	\$847	\$847	\$847	\$847	\$847	\$847	\$847	\$847	\$847	\$847	\$847	\$847
EE+1		16	\$1,170	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274	\$1,274
Family		20	\$1,366	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484	\$1,484
Net Employee Contributions		1,057	\$1,712,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000
Gross Plan Cost			\$21,241,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000	\$23,153,000
LESS: Total Employee Core Contributions			(\$2,066,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)	(\$2,204,000)
ADD: Total Wellness Credits			\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000
Net Employee Contributions			(\$1,712,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)	(\$1,850,000)
Net Plan Cost			\$19,529,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000	\$21,303,000
Contribution Percentage			8.1%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%

