



# On The Move

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## Crunch Time for Audit of Eligible Dependents

As everyone knows by now, over the past few months, Consova has been conducting an audit on behalf of SEPTA to determine whether individuals covered by our medical benefit plans are “qualified dependents” under the labor agreement. All qualified dependents, which would include a spouse, a child, including an adopted child or stepchild, under the age of 26, are eligible to receive medical benefits. In contrast, a divorced spouse is not eligible for coverage.

Since SEPTA may be paying the medical benefits of people who are not “qualified dependents,” the Authority hired Consova to check the status of those enrolled in SEPTA’s plans. In response, the *vast majority* of Local 234 members have provided the necessary documents and their dependents’ eligibility has been verified. As a result, they have nothing to be concerned about.

However, Consova recently sent letters to all SEPTA employees, including many Local 234 members, who failed to provide the documents necessary to establish the eligibility of their dependents. The Consova letter tells those individuals that they have until August 31 to provide the information, if not, SEPTA will drop their “dependents” from our benefit plans on September 1.

We urge all Local 234 members deemed “non-compliant” to get the documentation to Consova ASAP. If SEPTA drops your dependents simply because you did not submit the requested information, it is going to take time to get them reenrolled.

As we made clear from the beginning, *those who are not qualified dependents* will be dropped from our plans and *rightfully so*. However, if there is a dispute over whether a dependent is “qualified,” the Union will do everything possible to keep them on our medical plans. To do this, we are going to need the documentation requested by Consova. So why wait? It makes good sense to provide the necessary information before your dependents lose coverage and we all get caught up in a gigantic mess.

## Day-off operators can designate the work they are willing to perform

Last Friday, the Union settled a contract grievance in arbitration over the work operators perform when they put their names in the day-off book. While the grievance focused on the assignment of “reports” as opposed to “runs,” the settlement clarified the process that bus and trolley operators can use to designate the work they are willing to perform on their day-off.

Here’s the deal. When you put your name in the day-off book, whether at the depot, or on the phone with the dispatcher, you can indicate the work you are willing to perform. You can say, I’m only willing to work a run, not a report, or I’m willing to work a report only, or I’m willing to work either. You can say you are willing to work an a.m. run, but not a p.m. run, or you can say, I am willing to work either. You can limit what route you’re willing to work, or what time of day a run reports. The only condition is that you state your preference *before the posting of the slate*. After that, you are expected to report for the work you designated when you put your name in the book. If you put your name in the book *without stating a preference*, the dispatcher can assign you whatever work is available.

While day-off operators always had the right to state their preferences, some depot managers failed to honor this right. With the settlement agreement in place, the right to select day-off work should be honored in every transportation location.

## **Billions available for transit safety and security**

The Federal Transit Administration (“FTA”) is sitting on *billions* of dollars to support public transit by investing in crime prevention, on the job safety, and security. Under the Biden Administration’s Infrastructure Investment bill, these are the initiatives the FTA can fund:

- \* Acquisition of vehicles with unique security features, such as driver shields;
- \* Salaries for personnel, including union personnel, exclusively involved with security;
- \* Installation of emergency telephone lines in or adjacent to a public transportation system;
- \* Increased lighting in or adjacent to a public transportation system;
- \* Rehabilitation of existing facilities to promote safety or security;
- \* Contracts for security services, including contracts with police departments;
- \* Contracts or salaries of crisis intervention specialists;
- \* *Any other projects designed to increase the safety and security of a public transportation system.*

As you can see, the FTA can fund virtually any proposal to improve safety and security in the SEPTA system. The Union and the Authority will be meeting soon to discuss the submission of grant proposals to get the funds necessary to support safety and security in the SEPTA system. If you have ideas for improving safety or security, let us know.

## **Colleen May turns her back on joint apprenticeship program**

In 2005, the Union and the Authority agreed to establish an Apprenticeship Program jointly developed and administered by the parties. At the time, everyone recognized the benefits of an apprenticeship program. For the Union, it meant TWU members could obtain the skills and experience necessary to promote into a higher paying job. For the Authority, it meant creating a pool of prospects who could fill jobs that applicants off-the-street were unqualified to perform.

At the outset, SEPTA honored the agreements made to implement the program. However, recently, the Authority’s apprenticeship coordinator, Director of Training, Colleen May, has turned her back on the program. For example, May has refused to convene meetings of the Joint Apprenticeship Council, the decision-making body for the program. May has misled the leaders of area training schools willing to work with the Authority about the Union’s commitment to the program. She has also refused to share relevant information with the Union’s apprenticeship coordinator as required by the agreement.

The Union has filed a grievance to fix the problem. If things do not improve quickly, we will expedite the processing of the grievance to arbitration.

# **We Must and We Will**