

Agreement made as of the 1st day of June, 1985 by and between the New York City Transit Authority (hereinafter referred to as the "Authority") and Queens Supervisory Association (hereinafter referred to as the "Union").

WHEREAS, the parties entered into certain agreements dated March 29, 1956, July 29, 1958, July 1, 1960, June 9, 1961, June 29, 1962, January 30, 1963, July 1, 1964, July 1, 1966, July 1, 1968, July 1, 1970, July 1, 1972, October 1, 1974, October 1, 1976, October 1, 1978, October 1, 1980, and August 1, 1982 relative to salary scales and conditions of employment for employees in the titles then represented by the Union; and

WHEREAS, the Authority has made certain proposals with respect to the question of salary scales and working conditions as affecting supervisory employees whom the Union represents, which proposals have been submitted to and approved by the membership of the Union, and the parties desire to incorporate these proposals into a written agreement in place of any and all previous agreements; and

WHEREAS, in consideration of the foregoing and of the agreement of the Union;

(a) to cooperate with the Authority in the maintenance of efficient, economical, safe and dependable transportation service;

(b) to process employee grievances exclusively through the machinery herein provided, without limitation or infringement, however, on any employee's rights under the Civil Service or other law, and to exercise responsible discretion in the submission of grievances so that the grievance machinery may function effectively and promptly, to the end that the maximum of fairness and equity may be achieved in the treatment of employees; and

(c) not to request further changes in wages or working conditions for the period of thirty-six (36) months beginning June 1, 1985; the Authority has agreed and decided to adopt, by appropriate action, salary scales, working conditions and employee benefits as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties to this agreement do hereby agree as follows:

Article I. Declaration of Purpose

The Authority and the Union, in signing this agreement, are governed by their mutual desires and obligations:

(1) To assure to the people of the City of New York efficient, economical, safe and dependable transportation service.

(2) To provide supervisory employees in titles represented by the Union with salary scales, hours, working conditions and grievance procedures.

(3) To protect the interest of the public through a definite understanding of the respective rights, duties, privileges, responsibilities, and obligations of the Authority, the employees, and the Union.

Article II. Recognition

The Authority recognizes the Union as the exclusive bargaining representative and the exclusive representative for the representing and processing of employee grievances for all of the annually-paid supervisory employees of the Authority in the titles of Surface Line Dispatcher, Dispatcher Surface Transportation - Level I, Line Supervisor, and Maintenance Supervisor - Level I in the Queens Bus Division.

Article III. Management Rights

Without limitation upon the exercise of any of its statutory powers or responsibilities, the Authority shall have the unquestioned right to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine work loads, arrange transfers, order new work assignments, and issue any other directives intended to carry out its managerial responsibility to operate the transit lines safely, efficiently, and economically.

Article IV. Reciprocal Obligations

The Union fully accepts the Authority's basic right to manage the Transit properties and exercise the management prerogatives stated in Article III and in the law governing the Authority, and agrees to cooperate with the Authority in a joint effort to place and keep the transit system on a safe, efficient, and economical operating basis. The Authority recognizes that in the exercise of its rights and prerogatives to manage the transit properties, as set forth in Article III above, and in this Article, it will preserve the rights of the employees and/or their representatives through the legal and orderly processes provided for in Article VI hereof.

Article V. Salary Scales

A. Effective as of June 1, 1985, June 1, 1986, and June 1, 1987 and 11:59:59 PM of May 31, 1988 new salary ranges shall be established for the positions listed in Schedule A, effective as indicated, and the salaries of the incumbents of said positions shall be fixed at the respective rates, which are fully pensionable, indicated as applicable to the length of the service in the position.

B. Night Differential

1. Night differential shall be paid at the rate of 10 per cent per work hour based on the May 31, 1985 base rate of pay for hours worked, beginning at 6 p.m. on one day and ending at 5:59 a.m. the next succeeding day, except that on weekends, the differential shall be per work hour for all hours worked between 6 p.m. on Friday night and 5:59 a.m. on Monday morning.

2. Hours worked, for the purposes of this subdivision, shall include all hours within the time limits specified above, including all hours which are paid as part of the employee's regular schedule.

3. Night differential shall be computed based upon the May 31, 1985 base rate of pay as set forth in Schedule A and figured to the nearest penny.

Article VI. Grievance Procedure

A. Contractual Interpretation Grievance Procedure

A "Contractual Interpretation Grievance" is hereby defined to be a complaint on the part of any employee covered by this contract, or a group of such employees, that there has been, on the part of management, noncompliance with, or a misinterpretation or misapplication of any of the provisions of this Agreement or any written working condition, rule, or resolution of the Transit Authority governing or affecting its employees.

1. Contractual interpretation grievances of employees covered by this collective bargaining agreement shall be processed and settled in the following manner:

Step 1

Any employee, either orally or in writing, personally or through the Union, may present a grievance to his/her immediate superior at any time within five (5) days after the occurrence of the event complained of, and may discuss the grievance with such superior, but only one representative of the Union shall be permitted to be present at this discussion. The superior to whom the employee makes his/her complaint shall communicate his/her decision to the employee and to the Union, if he/she has been represented by the Union, within forty-eight (48) hours after receiving the complaint.

Step 2

At any time within three (3) days after the decision at Step 1 is made, the employee, personally or through his/her Union Representative, may appeal from that decision to the head of the department in which the grievance arose. Such appeal shall be in writing, and shall be heard by the head of the department.

within five (5) days after the receipt of the appeal. Notice of hearing shall be given to the employee and to the Union, if he/she is represented by the Union, and he/she and/or his/her Union Representative shall be allowed to attend and be heard. The Department Head shall, within five (5) days after the hearing, deliver his/her written decision to the employee and his/her Union Representative and shall file a copy thereof with the Authority's Department of Labor Relations.

Where three (3) or more employees in one Department have a similar grievance, they, individually or through the Union, may in the first instance, without invoking Step 1, present such group grievance to the Department Head, who shall order an informal hearing and render his/her decision within forty-eight (48) hours.

Step 3

The aggrieved employee or his/her Union Representative may, at any time within five (5) days after the filing and mailing of said decision, appeal from the decision of the Department Head to a Committee of Officers or Representatives of the Authority designated by it to hear Step 3 appeals. Such appeal shall be in writing and shall be delivered to the Assistant Vice President, Labor Disputes Resolution accompanied by a copy of the decision of the Department Head and a brief written statement of the reason for the appeal from that decision. Said Committee designated to hear Step 3 appeals shall conduct a hearing on such appeal on notice to the aggrieved employee and/or to his/her Union Representative, giving him/her an opportunity to attend and said employee shall have the right to be heard personally or through his/her Union Representative. Said Committee shall file its written decision with the Assistant Vice President, Labor Disputes Resolution who shall mail a copy thereof to the aggrieved employee and his/her Union Representative, if any, within ten (10) days after the close of the hearings.

Said Committee may, at any time, on its own motion, review any decision at Steps 1 and 2, and may overrule or modify said decision after first giving the employee or employees who are affected thereby and his/her or their Union Representative an opportunity to be heard. Within (10) days after the close of the hearing, the written decision of the Committee, whether it be to sustain or to overrule, or modify such decision made at any lower step in the procedure, shall be mailed to the employee and/or his/her Union Representative.

The Authority shall maintain a Department of Labor Relations to promote the efficient and expeditious processing of grievances and uniformity of interpretation and application of contract provisions and working rules, to keep grievances to a minimum and to promote harmonious labor and management relations. The head of the Department of Labor Relations shall be a member of Step 3 Committee of the Authority.

In any case where the decision on a grievance, filed and presented by an employee individually, would affect other employees or would involve a basic interpretation or application of the provisions of this contract or of any working condition, rule or resolution, the Union shall be given notice and its representative shall be permitted to attend and be heard at each step in the grievance procedure.

2. (a) An employee, represented by the Union, who is not satisfied with the decision on his/her grievance or complaint at Step 3 of the grievance procedure may, within ten (10) days after receipt of the Step 3 decision, either individually or through his/her Union Representative, give written notice of intention to arbitrate to the Assistant Vice President, Labor Disputes Resolution. Within twenty (20) days thereafter, or within such time as otherwise agreed to by the parties, the employee or his/her representative shall file with the Arbitrator, and serve upon the Assistant Vice President, Labor Disputes Resolution, a full and complete statement of the nature and grounds of the grievance or complaint and the remedy sought, together with a copy of the Step 3 decision.

(b) The Arbitrator shall fix a date for a hearing on at least three (3) days notice to the Authority and to the employee and his/her Union Representative, and the employee and his/her representative and a representative of the Authority shall attend the hearing. At the request of the Arbitrator, witnesses, records and other documentary evidence as required shall be produced.

(c) The Arbitrator shall mail a copy of his/her opinion and award to the Assistant Vice President, Labor Disputes Resolution and to the employee or his/her representative within ten (10) days after the close of the hearing. His/her determination upon matters within his/her jurisdiction and submitted to him/her under and pursuant to the terms and conditions of this Agreement, shall be final and binding upon the parties.

(d) The parties shall jointly designate an arbitrator on retainer as soon as possible.

(e) In rendering his/her opinion and award, the Arbitrator shall be strictly limited to the interpretation and application of any agreement between the parties, any written working condition, rule or resolution of the Authority governing or affecting employees represented by the Union, but shall be without power or authority to add to, delete from, or modify any such agreement, working condition, rule or resolution. The Arbitrator shall not have authority to render any opinion or make any recommendations hereunder:

(1) inconsistent with or contrary to the provisions of applicable Civil Service Laws, Rules and Regulations;

(2) limiting or interfering in any way with the statutory powers, duties and responsibilities of the Authority in operating, controlling and directing the maintenance and operation of the transit facilities, or with the Authority's managerial responsibility to run the transit lines safely, efficiently and economically;

(3) with respect to modification of any wage rates applicable to employees represented by the Union;

(4) with respect to any disciplinary action or determination of unfitness of any employee to perform his/her duties taken or proposed to be taken by the Authority.

F. The Authority shall also have the right to submit to the Arbitrator for his/her opinion and determination, upon twenty (20) days notice to the Union, any complaint or dispute between the parties arising solely out of the interpretation, application, breach or claim of breach of the provisions of this Agreement.

In computing the time within which any action must be taken under the foregoing grievance procedure, Saturdays, Sundays, and Holidays shall not be counted.

The time limitations provided in this Article shall be strictly adhered to by the employees, by the Union, and by the Authority. A grievance, may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits. It is agreed, however, that neither the filing of any complaint nor the pendency of any grievance as provided in this Article, shall prevent, delay, obstruct, or interfere with the right of the Authority to take the action complained of, subject of course, to the final disposition of the complaint or grievance as provided for herein.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to deprive any individual employee or employees, from presenting or processing his/her or their own grievance through the procedures provided in this Article.

B. Disciplinary Grievance Procedure

This disciplinary grievance procedure shall take effect two weeks after the signing of this Agreement and no part of this procedure shall apply to any grievance, as defined herein, commenced prior to that date.

A "disciplinary grievance" is hereby defined to be a complaint on the part of any covered employee that there has been a violation of the employee's contractual rights with respect to a disciplinary action of a warning, reprimand, fine, suspension, demotion, and/or dismissal except that a

"disciplinary grievance" shall not include the removal or other discipline of a probationary or provisional employee. This provision shall not be construed to deprive a provisional employee of his/her right to use this procedure prior to suspension or termination from his/her permanent title.

1. It is understood that the right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Authority.

2. The disciplinary procedure set forth in this Section shall be in lieu of any other disciplinary procedure that may have previously applied to an employee covered by this Agreement including but not limited to the procedure specified in Sections 75 and 76 of the Civil Service Law and shall apply to all persons who but for this procedure would be subject to Sections 75 and 76 of the Civil Service Law. This procedure shall not apply to probationary or provisional employees.

3. No warning or reprimand or other disciplinary action, shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure set forth. This provision shall not, however, foreclose pre-disciplinary suspension of an employee for reason of serious misconduct detrimental to the operation of the Authority including but not limited to use of controlled substances, under the influence of an intoxicating liquor on the the job, theft of Authority property, assault upon a supervisor or gross insubordination.

4. In a disciplinary grievance where an employee subject to the disciplinary grievance provisions herein has been suspended pending appeal under this procedure, such employee shall be restored to the payroll pending the finalization of the disciplinary case after the employee has been suspended from service for thirty five (35) Suspension Days.

"Suspension Days" shall be counted from the day on which the Authority receives the employee's notice of appeal to Step I and counting shall continue until the day that the case is first scheduled before the Impartial Arbitrator. However, Suspension Days shall not include any time after an employee is notified of the decision at any of the steps until the Authority receives written notice of the appeal to the next step in the procedure nor any delay of a hearing or postponement brought about by the employee or his/her Union representative. Additionally, regular days off and Authority observed holidays shall be excluded from the calculation of Suspension Days.

In no event shall subsection (4) entitle an employee to pay beyond the first scheduled hearing date before the Arbitrator except that where such hearing date is postponed at the request of the Authority, Suspension Days shall include any delay directly caused by such postponement.

5. An employee may work off suspension time, at management's discretion, on his/her regular day off or during his/her vacation period at a rate of one day for each day of suspension.

6. No meeting, hearing or arbitration for a disciplinary grievance shall interfere with the employee's work schedule.

7. A copy of the employee's transcript of disciplinary record will be supplied to the Union as early in the procedure as is feasible.

8. Disciplinary grievances as defined in Paragraph 2 above, shall be processed and settled in the following manner:

Step I

An employee or his/her Union representative shall be permitted within five (5) days from the time of notification of the disciplinary action to request in writing, by completing a form provided by the Authority, to be heard by the employee's Responsibility Center Head or designee. The grievance shall be scheduled to be heard within fifteen (15) days after receipt of the written request by the employee's Responsibility Center Head or designee. The employee may be accompanied at this meeting by his/her Union representative. The decision on the appeal will be rendered to the employee and his/her Union representative within ten (10) days after the meeting.

Where a pre-disciplinary suspension has been imposed, the employee will be given an opportunity to meet with the Responsibility Center Head or his/her designee, within twenty-four (24) hours after his/her suspension (or the next weekday work day if suspension is on Saturday, Sunday or holiday) at which meeting a representative of the Union may be present, and notice, which may be by telephone, of such meeting shall be given to such employee and his/her Union representative or the union office in the event the employee's Union representative is not available at least twelve (12) hours before such meeting. The location of the meeting will normally be at the field office of the designated member of supervision. The decision of the Responsibility Center Head will be rendered in writing to the employee and his/her Union representative within two (2) days following said meeting.

Step II

In the event that the matter is not satisfactorily adjusted with the Responsibility Center Head, the employee or his/her Union representative may, within five (5) days of notification of the decision, appeal in writing, by completing a form

provided by the Authority, to the employee's Department Head or his/her designee. The appeal shall be scheduled to be heard within twenty (20) days after receipt of the written request by the Department Head or his/her designee. The employee may be accompanied by his/her Union representative. The decision upon the appeal shall be rendered in writing within ten (10) days after the meeting.

Where a pre-disciplinary suspension has been imposed, the employee or his/her Union representative will be given an opportunity to meet with the employee's Department Head or his/her designee, within nine (9) days of receipt of written appeal to Step II. The decision of the Department Head will be rendered in writing to the employee and his/her Union representative within two (2) days after the meeting.

Step III

In the event that the matter is not satisfactorily adjusted with the Department Head, the employee or his/her Union representative may, within five (5) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing, by completing a form provided by the Authority, to the Authority's Assistant Vice President of Labor Disputes Resolution or his/her designee. The appeal shall be heard within thirty (30) days after the receipt of the written request by the Assistant Vice President of Labor Disputes Resolution or his/her designee. The Assistant Vice President of Labor Disputes Resolution or designee shall within twenty (20) days after such hearing is closed, render his/her decision in writing.

Where a pre-disciplinary suspension has been imposed, the hearing shall be held within eight days of receipt of appeal in the Labor Relations Department. The Assistant Vice President of Labor Disputes Resolution or designee shall within two (2) days after such hearing is closed, render his/her decision in writing.

Where proof of the violation involves evidence from a Special-Inspector, the Union representative may request that the Assistant Vice President of Labor Disputes Resolution or his/her designee direct that such Special Inspector be present at a fact-finding conference between the union representative and management. In his/her discretion the Assistant Vice President of Labor Disputes Resolution or his/her designee may direct that such a conference be held.

9. Impartial Arbitrator

In the event that the disciplinary grievance is not satisfactorily adjusted with the Authority's Assistant Vice President of Labor Disputes Resolution or his/her designee at Step III, the employee or his/her Union representative may within five (5) days of notification of the decision, appeal in writing to the Impartial Arbitrator.

The parties shall jointly designate an arbitrator on retainer as soon as possible.

If the office of Impartial Arbitrator should become vacant, the Authority and the Union will designate a new Arbitrator as soon as practicable.

The impartial arbitration hearing shall take place as soon as practicable at a time and place to be agreed upon by the parties, or, if they cannot agree, at a time and place fixed by the designated Impartial Arbitrator upon at least fourteen (14) days notice to the parties.

The Union and the Authority shall be given an opportunity to be heard and to submit proof as may be desired to the Impartial Arbitrator. No transcript of the arbitration hearing shall be required.

Within fifteen (15) days after the closing of the hearing, the decision of the Impartial Arbitrator, whether it be to sustain or to overrule or modify the decision made at a Step III hearing in the procedure, shall be issued. Such decision shall be final and binding. Such decision shall be mailed to the employee and his/her said representative and to the Assistant Vice President of Labor Disputes Resolution.

Where an employee is suspended, the Impartial Arbitrator shall make every effort to make its decision within five days. Where such a decision is reached within five days but the Impartial Arbitrator has not yet reduced it to a written opinion, said decision shall be rendered in writing to all parties as a one line award, and the Impartial Arbitrator may set forth the written opinion afterwards. This, however, does not relieve the Impartial Arbitrator from his/her obligation to render a formal written opinion and award within fifteen days.

The Impartial Arbitrator, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written working condition, rule or resolution of the Authority governing or affecting hourly paid employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this Agreement, or of such working conditions, rules or resolutions. The Impartial Arbitrator shall not have the authority to render any opinion or make any recommendations:

(a) inconsistent with or contrary to the provisions of the applicable Civil Service Laws and Regulations;

(b) limiting or interfering in any way with the statutory powers, duties, and responsibilities of the Authority in operating, controlling, and directing the maintenance and operation of the transit facilities, or with the Authority's managerial responsibility to run the transit lines safely, efficiently and economically;

(c) with respect to modification of any wage rates provided in Article V hereof.

If there is presented to the Impartial Arbitrator for decision any charge which, if proved in Court, would constitute a felony, or any charge involving assault, theft of Authority property, intoxication, use of controlled substances or chronic absenteeism, the question to be determined by the Impartial Arbitrator shall be with respect to the fact of such conduct. Where such charge is sustained by the Impartial Arbitrator, the action by the Authority, based thereon, shall be affirmed and sustained by the Arbitrator except if there is presented to the arbitrator credible evidence that the action by the Authority is clearly excessive in the light of the employee's record and past precedent in similar cases. It is understood by the parties that this exception will be used rarely and only to prevent a clear injustice.

All fees and expenses of the Impartial Arbitrator shall be divided equally between the Authority and the Union except that \$25.00 for each grievance appealed to arbitration by an individual employee shall be paid by the individual employee at the time the appeal is filed. It is understood that the failure of an employee to pay the aforementioned \$25.00 within five (5) days after the filing of the appeal, will result in the appeal being deemed abandoned and the implementation of the Step III decision without further notice to the parties.

The Impartial Disciplinary Review Board and Trial Board procedures shall continue for the disposition of those discipline cases that are pending in those forums prior to the time that these procedures become effective.

C. Involuntary Medical Leave Grievance Procedure

This grievance and arbitration procedure shall take effect two weeks after the signing of this Agreement and no part of this procedure shall apply to any grievance, as defined herein, commenced prior to that date.

1. The involuntary medical leave grievance procedures contained herein, shall be in lieu of any administrative procedure specified in Sections 72 and/or Section 73 of the Civil Service Law.

2. Nothing in these procedures shall prevent the Authority from placing an employee on an involuntary leave of absence where such leave has been determined to be appropriate by the Authority's Medical Department.

3. An "involuntary medical leave grievance" is hereby defined to be a complaint on the part of any covered employee that would otherwise be subject to Sections 72 and/or 73 of the Civil Service Law that he or she has been improperly placed on such involuntary leave. Involuntary medical leave grievances shall be processed and settled in the following manner:

Step I

An employee or his/her Union representative shall be permitted within five (5) days from the time of notification of being placed on an involuntary leave of absence due to a medical condition, to request in writing, by completing a form provided by the Authority, to be heard directly by the Assistant Vice President of Labor Disputes Resolution or his/her designee. The employee may be accompanied at this meeting by his/her union representative. The Assistant Vice President of Labor Disputes Resolution or designee shall within twenty (20) days after such hearing is closed, render his/her decision in writing.

D. Impartial Arbitration

In the event that an involuntary medical leave grievance is not satisfactorily adjusted with the Authority's Assistant Vice President of Labor Disputes Resolution or his/her designee, the employee or his/her union representative may within five (5) days of notification of the decision, appeal in writing to the Impartial Arbitrator.

The parties shall jointly designate an arbitrator as soon as possible.

If the office of Impartial Arbitrator should become vacant, the Authority and the Union will designate a new Arbitrator as soon as practicable.

The impartial arbitration hearing shall meet as soon as practicable at a time and place to be agreed upon by the parties, or, if they cannot agree, at a time and place fixed by the designated impartial arbitrator upon at least fourteen (14) days notice to the parties.

The Union and the Authority shall be given an opportunity to be heard and to submit proof as may be desired to the Impartial Arbitrator. No transcript of the arbitration hearing shall be required.

Within fifteen (15) days after the closing of the hearing, the decision of the Impartial Arbitrator, whether it be to sustain or to overrule or modify the decision of the Assistant Vice President of Labor Disputes Resolution or his/her designee, shall be issued. Such decision shall be final and binding. Such decision shall be mailed to the employee and his/her said representative and to the Assistant Vice President of Labor Disputes Resolution.

The Impartial Arbitrator, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written working condition, rule or resolution of the Authority governing or affecting hourly paid employees, and it shall be

without any power or authority to add to, delete from, or modify any of the provisions of this Agreement, or of such working conditions, rules or resolutions. The Impartial Arbitrator shall not have the authority to render any opinion or make any recommendations:

(1) inconsistent with or contrary to the provisions of the applicable Civil Service Laws and Regulations;

(2) limiting or interfering in any way with the statutory powers, duties, and responsibilities of the Authority in operating, controlling, and directing the maintenance and operation of the transit facilities, or with the Authority's managerial responsibility to run the transit lines safely, efficiently and economically;

(3) with respect to modification of any wage rates provided in Article V hereof.

All fees and expenses of the Impartial Arbitrator shall be divided equally between the Authority and the Union except that \$25.00 for each grievance appeal to arbitration by an individual employee shall be paid by the individual employee at the time the appeal is filed. It is understood that the failure of an employee to pay the aforementioned \$25.00 within five (5) days after the filing of the appeal, will result in the appeal being deemed abandoned and the implementation of the Step III decision without further notice to the parties.

D. General Provisions

1. The Authority recognizes the Union as the exclusive representative for the presenting and processing of employee grievances.

2. It is agreed that neither the filing of any complaint, nor the pendency of any grievance, as provided in Articles VI, VII, and VIII shall prevent, delay, obstruct, or interfere with the right of the Authority to take the action complained of, subject, of course, to the final disposition of the complaint or the grievance as provided for herein.

3. By mutual agreement, on a case by case basis, the parties may agree to by-pass any step of this procedure.

4. In computing the time within which any action must be taken under the above procedures, Saturdays, Sundays and holidays shall not be counted.

5. The time limitations provided in this Article shall be strictly adhered to by employees, by the Union and by the Transit Authority. A grievance may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits.

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be enforced in the future notwithstanding past enf
any case where the Authority does not schedule a m
hearing or render a decision within the prescribed
the grievance may be appealed to the next Step of

6. In any case where the decision on a grievance presented by an employee individually, would affect employees and would involve a basic interpretation application of the provisions of this contract, or written working rules or resolution, the Union shall give notice, and its representative shall be permitted to be heard at each step in the grievance procedure.

7. Nothing contained in this Article, or elsewhere in the Agreement, shall be construed to deprive any individual employee, or employees, from presenting and processing their own grievances through the procedures provided in this section.

Article VII. Working Rules and Conditions

The Schedule of Working Conditions for Annually Rated Employees in Group II of the Rapid Transit Railroad Classification affecting annually rated supervisory employees heretofore represented by the Union, as revised to 1982, shall continue in force and effect during the term of the Agreement with the following amendments and those of the attached Schedule of Working Conditions:

A. As of June 1, 1985, the titles to which the Schedule of Working Conditions shall apply, shall be as follows:

Surface Line Dispatcher
Dispatcher, Surface Transportation, Level
Line Supervisor
Maintenance Supervisor Level I

B. During the period of this contract the Authority shall pay a sum computed at the rate of \$500 a year to each employee covered by the terms of this Agreement:

(1) who was, on July 1, 1966, in the employ of the Authority;

(2) who has been a member of the New York City Employee's Retirement System, for a period of not less than five (5) years or who has been in the employ of the Authority for less than five (5) years.

(3) who receives a retirement allowance from the Retirement System, effective on or after July 1, 1985

(4) who continues in the employ of the Authority at age fifty-five (55) years or later, or is earlier in the employ of the Authority by reason of disability

Such payment shall begin on the effective date of such employee's retirement from the said Retirement System, and shall be made in equal monthly installments (except that the first payment, may be for a portion of a month) and shall continue only during the term of this Agreement, but in no event beyond the date of the employee's death.

C. Each retired employee entitled, on June 1, 1985, to receive payment pursuant to Article 7.A of the agreement dated July 1, 1966, between the Authority and the Union shall continue to be paid such payments by the Authority during the term of this Agreement, but in no event beyond the date of the employee's death.

D. It is understood that effective July 16, 1965, employees in titles covered by this Agreement shall be entitled to the death gamble benefit (on a pay-as-you-go-basis) provided in subdivision m. of Section 8-3-36.6 of the Administrative Code.

E. The Authority will provide a \$50,000 payment to cover the death of any employee covered by the terms of this Agreement occurring as the result of an assault or robbery in the line of duty.

Article VIII. Committee to Improve Utilization

The joint Authority-Union committee shall continue to study methods for improving supervisory skills and attendance.

Article IX. Health and Hospitalization Plan

A. The Authority agrees that during the term of this agreement, it will, subject to rules and regulations set forth in Appendix A attached hereto and made a part hereof, make available to each employee who is in an annually rated title subject to this agreement and in the representation unit represented by the Union, at no cost to said employee, a choice between coverage under the Health Insurance Plan of Greater New York (HIP-HMO) or coverage under Group Health Incorporated (GHI) (Type C Plan, with \$7.00 office visit allowance) and Blue Cross and Blue Shield of Greater New York (120 Full Benefit Days Plan), or Blue Cross and Blue Shield of Greater New York (120 Full Benefit Days Plan) alone, or no coverage. The employee without cost to himself/herself or herself may also elect to cover his/her or her spouse and/or his/her or her eligible dependent children. Such employees who are eligible for coverage under Medicare will have the same choice, also without cost to the employee, except that coverage will consist of Medicare Parts "A" and "B" and as supplemented by the carriers' senior care coverage.

The Authority will follow the rules of TEFRA, DdFRA and COBRA wherever applicable in regards to medical benefits. The Authority will not reimburse any Medicare premiums paid for active employees or their dependents.

Effective June 1, 1986 GHI-CBP will be added to the GHI (Type C Plan) with \$7.00 per office visit, \$50 deductible for each in hospital stay and mandatory second opinion for certain elective surgical procedures as are designated under the NYC Employees Mandatory Second Opinion Program.

B. The Authority agrees that during the term of this Agreement, it will make available to each employee who shall have retired from an annual rated title subject to this Agreement and in the representation unit represented by the Union, at no cost to said retiree, a choice between coverage under the Health Insurance Plan of Greater New York (HIP-HMO) or coverage under Group Health Incorporated (GHI) (Expanded Family Plan with \$7.00 office visit allowance) and Blue Cross and Blue Shield of Greater New York (120 Full Benefit Days Plan). The retiree without cost to himself/herself or herself may also elect to cover his/her or her spouse and/or his/her or her eligible dependent children. Such retirees who are eligible for coverage under Medicare will have the same choice, also without cost to the employee, except that coverage will consist of Medicare Parts "A" and "B" and as supplemented by the carriers' senior care coverage. Such supplemented coverage to retirees eligible for Medicare cannot be afforded unless each such retiree (and his/her spouse, if so eligible) enrolls in Medicare Parts "A" and "B" and submits acceptable evidence to the Authority of such enrollment. If the retiree is not eligible to enroll and the spouse is so eligible, the spouse must enroll.

C. During the term of this Agreement, the Authority shall provide one reopening period during which eligible employees and retirees may elect to change their coverage provided by Sections 1 or 2 of this article. Such period shall be mutually selected by the parties.

D. The Authority shall not be liable in damages to any employee covered by this Agreement for any failure of the carriers or of the government to provide medical or hospital care in accordance with their rules and regulations or otherwise, and it is understood and agreed by any employee accepting benefits hereunder, that the liability of the Authority is limited to its obligation to make payments of premiums to the respective carriers or to the government in accordance with the terms hereof. The Authority retains complete freedom to make such arrangements with the respective carriers as will, in the judgment of the Authority, most effectively carry out its obligation to provide coverage. The hospitalization and medical care thus provided may be terminated

by the Authority at any time, except to the extent that the Authority is obligated by this Agreement to provide such coverage.

E. The Authority shall continue to administer a fund for the purpose of providing additional health benefits to active employees in the titles covered by this Agreement and in the representation unit represented by the Union. The Authority shall, effective June 1, 1985, pay to the existing fund \$570 per annum, per employee, prorated quarterly. Effective June 1, 1986 to May 31, 1988, the Authority's contribution shall be increased to \$906.00 per annum, per employee, prorated quarterly. Effective 11:59:59 PM of May 31, 1988, the Authority's contribution shall be decreased to \$570.00, per annum. Effective June 1, 1985 the amount of the Authority's obligation for any quarter shall be measured by multiplying \$142.50 by the number of active employees subject to this Agreement on the payroll roster on the first pay period of each quarter. Effective June 1, 1986 to May 31, 1988, the quarterly amount shall be increased to \$226.50. Effective 11:59:59 PM of May 31, 1988, the quarterly amount shall be reduced to \$142.50. On a quarterly basis, effective June 1, 1985, the Union will contribute to the Health Benefit Fund \$2 per month per represented employee. Should such contribution not be sufficient to fund the supplemental health benefits provided by the Fund, the Union will either increase its contribution or the Fund will decrease existing benefits so that the Fund remains solvent.

Such amounts shall be used to provide additional health benefits for active employees and may be used to purchase major medical benefits for employees who retire on or after June 1, 1985. These benefits will terminate upon the retiree's eligibility for Medicare benefits or death. In order to be eligible for such benefits, the employee, at the time of retirement, must have had twenty or more years of service with the Authority and three or more years of service in a position under the jurisdiction of the Union.

Basic health benefit coverage will continue for 12 months after the death of an active employee or retiree (who retires after June 1, 1985) for spouse and dependents. Payment for these benefits will be provided from the supplemental benefit fund.

Article X. Agency Shop

A. The Authority shall deduct bi-weekly, an agency shop fee from the wages of each employee who has been an employee for more than thirty days and who is not a member of the Union, in the same manner and in the same amount as Union dues are deducted pursuant to the Union dues deduction authorization in the form approved and accepted by the Authority.

B. Agency shop fees for pay periods when an employee, who is not a member of the Union, is on vacation shall be deducted as are Union dues pursuant to Union dues deduction authorizations.

C. The sum of the agency shop fees deducted in any month shall be transmitted by the Authority to the Treasurer-Administrator of the Union at the same time and subject to the same deduction of costs as are the Union dues deducted for such month.

D. Should the Union refuse to accept a Union dues deduction authorization from any employee, or should the Union expel an employee from membership, the Union shall so notify the Authority immediately and no agency shop fee shall be deducted from the wage of such employee.

E. In cases of unearned wages of employees refunded to appropriation accounts, and in cases of wages of employees transferred to "UNCLAIMED" accounts, necessary adjustments in agency shop fee accounts will be made by recovery from available unpaid Union agency shop fee fund balances and returned to the Controller.

F. The Union shall refund to the Authority any agency shop fees deducted and transmitted to the Union in error.

G. The Union affirms that it has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of any agency shop fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished, then this Article shall be null and void.

H. In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

I. The Union shall assume the defense of, and hold the Authority harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomsoever made, arising out of the use of agency shop fee deductions transmitted to it by the Authority in accordance with this agreement or out of a failure or refusal of the Union to comply with the provisions hereof.

Article XI. No Strike Clause

During the term of this Agreement there shall be no strike, sit-down, slow-down, stoppage of work, or wilful abstinence, in whole or in part, from the full, faithful, and proper

performance of the duties of the employees authorized or sanctioned by the Union.

Article XII. Restriction on Affiliation

The Union covenants and agrees that during the term of this Agreement it will not become, directly or indirectly, affiliated or associated with any labor group or organization which has hourly-paid employees in its membership.

Article XIII. Entire Agreement

A. This Agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written, and incorporating that part of the Rules and Regulations Governing Employees Engaged in the Operation of the New York City Transit System as heretofore or elsewhere herein amended, which affect terms and conditions of employment, and the Schedule of Working Conditions, as heretofore or elsewhere herein amended.

B. Paragraph A does not preclude consideration of evidence as to an established past practice by the Impartial Arbitrator who shall determine what weight to attach to it in light of the other provisions of this Agreement.

C. Excepted from paragraph A above are those matters set forth in the attached side letter, which is made part of this Agreement, and such others subsequently agreed upon, in writing, by the Presidents of both parties.

Article XIV. Term of the Agreement

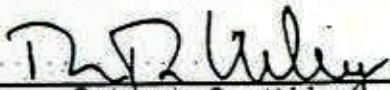
Except as otherwise herein provided, the Agreement, and each of its provisions, shall be effective upon approval by the Financial Control Board if required by statute, except where otherwise provided, and except that those items which have been amended by this agreement which do not have specific implementation dates shall be effective the date this agreement is signed. This agreement shall continue in full force and effect until May 31, 1988.

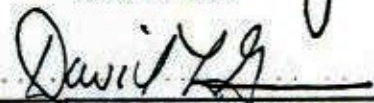
This Agreement shall be neither effective nor binding on the Transit Authority or the Union unless approved, if required by statute, by the New York State Financial Control Board pursuant to the New York State Financial Emergency Act for the City of New York, as amended.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS THEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

NEW YORK CITY TRANSIT AUTHORITY


Robert R. Kiley
Chairman



David L. Gunn
President

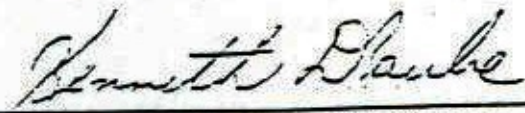
APPROVED AS TO FORM


Albert C. Cosenza
General Counsel

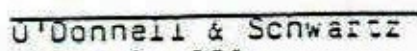
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QUEENS SUPERVISORY ASSOCIATION


Michael Collins, President


Kenneth D. Burke, President
Queens Division

APPROVED AS TO FORM


U'Donnell & Schwartz
Counsel, QSA

APPENDIX A

Rules and Regulations Governing the Health and Hospitalization Plan Established by

Agreement Between the Authority and the Union

I. Employees

A. The choice of coverage set forth in Article IX of this Agreement shall be the only benefits made available.

B. An employee otherwise eligible hereunder, who does not live in an area where HIP/HMO Group Medical Practice is available through established Medical Groups may select the HIP/HMO "Extended-Area" Subscriber Plan subject to the limitation established by HIP/HMO which is the exclusion of such employee and his/her family from home call service. If such an employee chooses coverage other than HIP/HMO, and later moves into an HIP/HMO group practice area, he/she may then request a transfer from his/her selected coverage to HIP/HMO, subject to the rules and regulations of the carrier. If an employee, eligible hereunder, moves out of an HIP/HMO group practice area, he/she may continue his/her HIP/HMO coverage under the limitation established by HIP/HMO for "Extended-Area" Subscriber Plan, or he/she may then select one of the other alternative coverages, subject to the rules and regulations of the carriers.

C. The Authority will not pay premiums for coverage for an eligible employee who is absent without salary for an entire calendar month.

Premiums for coverage for eligible employees who are so absent without pay shall be paid for out of that portion of the existing Breakage Fund which is allocable to employees in the titles subject to this Agreement and in the representation unit represented by the Union. All such payments from that portion of the existing Breakage Fund which are allocable to said employees shall be made in accordance with the terms and conditions which have governed such payments in the past.

For other eligible employees so absent without pay, coverage will be determined and application for direct payment contract may be made by the employee subject to the rules and regulations of the carriers.

D. Any employee, who, by promotion, etc. enters a title subject to this Agreement and in the representation unit represented by the Union and thereby becomes an eligible employee, will be granted one opportunity to select coverage from among those listed in Article 9 of this Agreement. His/her coverage generally shall be effective from the first day of the

month immediately following the date of his/her entry into the title. If an employee enters one of the titles subject to this Agreement and in the representation unit represented by the Union and elects coverage different from that which was held as an hourly-paid employee, and if there is insufficient time for the carrier to effect such new coverage so that it may become effective as of the first day of the month immediately following the date of his/her entry into the title, he/she will continue to be covered under his/her existing coverage until the first day of the first month for which the carrier provides his/her newly elected coverage.

E. If an employee leaves a title subject to this Agreement and in the representation unit represented by the Union, coverage shall end as of the last day of the month in which he/she leaves.

F. An eligible employee who, at this time selects coverage in accordance with this Agreement and these rules and regulations may not, prior to May 31, 1988, transfer to any other type of coverage except as specifically provided above or as provided by subsequent resolutions of the Authority.

G. Every eligible employee who receives coverage hereunder, must promptly report to the Authority all changes in his/her family status in order that appropriate adjustments may be made. Failure to report such changes within 31 days will result in the affected individual coverage to be delayed until the first of the month following the employee's report of such change.

H. Each eligible employee who receives coverage hereunder, must notify the Authority immediately of any change in address, in accordance with the Authority's rules and regulations.

I. In no event shall an eligible employee receive coverage under any of the choices set forth in Article 9 of the Agreement while he/she is receiving coverage under any other plan to which the Authority contributes. Only one member of the same family unit (spouse and children under 19 years of age) may elect coverage under this Agreement and these rules and regulations even though one or more of the others may be eligible through Authority employment.

J. These rules and regulations may be amended, revised or terminated by the Authority at any time.

SCHEDULE OF WORKING CONDITIONS FOR ANNUALLY
RATED EMPLOYEES IN GROUP II OF THE
RAPID TRANSIT RAILROAD SERVICE CLASSIFICATION

This schedule applies to annually rated employees in Group II of the Rapid Transit Railroad Service Classification in the following titles:

Surface Line Dispatcher
Dispatcher, Surface Transportation, Level I
Line Supervisor
Maintenance Supervisor Level I

Article 1. Hours of Work

A. The working time of regularly assigned employees shall be scheduled and prescribed by their superiors, but the regularly scheduled hours of work for any employees shall not exceed forty (40) hours per week or eight (8) hours in any one day.

B. At least two (2) consecutive days rest during each calendar week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

C. Notwithstanding the establishment herein of a regular work week and regular workday, employees covered herein shall work either before or after their regular workday or on a holiday or on their regular days off when directed or assigned to do so.

D. An employee reporting late, because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her superior.

E. An employee, except one who is working in a utility assignment, who is required to travel from the terminal or other location at which he/she reported for his/her day's work, to another terminal or location, and who is required to clear from such other terminal or location at the end of his/her day's work shall be paid in cash a travel allowance at straight time rates equal to the scheduled operating time between the two terminals or locations.

F. If an employee's regular tour of duty is changed to another regular tour of duty on less than seven (7) calendar days notice, he/she shall be paid on each day worked on the changed tour that may fall within seven (7) calendar days after notice was given as follows:

At the rate of time and one-half in cash for any hours worked outside his/her former regular hours, and straight time for any hours worked which fall within his/her former regular hours. This provision shall not apply, nor shall there be any

penalty, in respect to tours of duty changed for the purpose of training employees or to a change in the tour of duty of a Relief Truck Line Supervisor (Maintenance Supervisor Level I) in the Surface Maintenance Department.

G. An employee will be paid four (4) hours pay at straight time for each twenty-four (24) hours of "ordered" standby on his/her regular days off or holidays not to exceed eight (8) hours pay for weekends or any two consecutive days off. An employee shall not be entitled to such payment on any day he/she is ordered to work or when general standby is in effect for snow storms, power failure or for other similar conditions.

Article 2. Overtime

A. Any employee hereafter required to work in excess of his/her regularly scheduled hours on any day, whether the excess be before the beginning or after the end of the employee's regularly scheduled tour of duty, will be paid at the rate of time and one-half in cash at his/her regular rate of pay for such excess service or overtime.

B. In the order of application and as far as possible in accordance with seniority, employees shall be permitted to select the particular days on which they will be allowed time off with pay on account of previous overtime work, except that they will not be allowed to take time off at any time when, in the opinion of their superiors, it would interfere with the safe, efficient operation of the New York City Transit System. The particular time when any employee will be allowed to make use of an overtime offset by taking time off shall be determined by advance agreement with his/her supervisor. Accumulated offset time may be applied against time lost due to illness if paid sick leave has been exhausted. Nothing herein, however, shall be deemed to limit the right of management to require employees to take time off with pay in order to reduce accumulated overtime.

C. Work required in excess of regularly scheduled hours will be spread fairly among the qualified employees in the area where the work is required or in the specific jobs in which the work is required, in so far as practicable. Overtime work shall comply with paragraph (g) below.

D. As authorized by the laws of 1963, Chapter 992, the Authority, in its discretion, may grant cash payments to the surviving spouse or to the legal representatives of deceased employees, where the date of death was on or after May 3, 1963, the effective date of the law, equal to the monetary value of accumulated and unused overtime, if any, standing to the credit of the employee at the time of his/her death, for overtime worked and credited after June 13, 1963 computed at the rate of salary in effect when the overtime was worked.

E. Upon retirement from the Transit Authority, an employee shall receive a lump sum cash payment at his/her then current rate for all unused overtime offset time, however, such payment shall be excluded from the determination of his/her final year's earnings for pension purposes.

F. 1. The parties shall voluntarily undertake to insure that no employee is required or allowed, except in the case of emergency, to perform overtime work in any month which would exceed three times the average number of overtime hours per month worked during the past twelve months by all employees in the same job title and unit in the responsibility center to which he/she is assigned.

2. The effectiveness of the voluntary actions taken under paragraph 1 above will be reviewed periodically and the Authority shall have the right, notwithstanding any other provisions of this Agreement to deny further overtime work to any employees whose average number of overtime hours worked during the past twelve months exceed three times the average number of overtime hours worked during the past twelve months by all employees in the same job title and work unit in the responsibility center to which he/she is assigned, until such time as a subsequent monthly overtime report demonstrate that the employee no longer exceeds the aforementioned criterion.

3. The parties shall jointly undertake reasonable efforts to identify projected overtime requirements and qualified volunteers who are willing to perform such overtime work. They will also undertake reasonable efforts to identify, from time to time, those employees who are unable to work overtime, except in the case of emergency, for good and sufficient personal reasons. Employees who are unable to work overtime will not normally be required to perform overtime work. Preference will be given to qualified employees who volunteer for overtime work, subject to the provisions of paragraphs 1 and 2 above.

4. If at any time the joint voluntary efforts of the parties, pursuant to paragraph 3 above, fail to yield sufficient qualified volunteers for overtime work in a job title within a work unit in a responsibility center, the head of such responsibility center shall have the option to cancel the work or assign the work to qualified employees on the basis of inverse seniority, not including those employees generally unable to work overtime pursuant to paragraph 3 above.

5. If the actions taken under paragraph 4, above, do not result in equitable coverage of the service requirements of the Authority without abuse, either party may bring the matter before the Impartial Arbitrator by submitting a new plan to accomplish the objectives stated in this section. Pending approval of any such plan, the provisions of this Article shall remain in full force and effect.

Article 3. Meal Allowances*

A meal allowance shall be three dollars and fifty cent (\$3.50) in cash, and will be given under the following conditions:

(1) An employee who is required to work on a regularly scheduled day off, or on a holiday which is regularly scheduled for him/her as a day off, shall be given one (1) meal allowance.

(2) If an employee works for a full tour of eight (8) hours in any day, and is also required to work an additional two (2) hours or more after he/she had completed a full tour, he/she will be given one (1) meal allowance. If he/she is required to work for six (6) or more hours in addition to such full tour, he/she will be given one (1) additional meal allowance for each full four (4) consecutive hours worked after the first two (2) such hours.

(3) If an employee works for a full tour of eight (8) hours in any day and is also required to work an additional two (2) hours or more immediately preceding his/her regular tour, he/she will be given one (1) meal allowance. If he/she is required to work for six (6) or more hours in addition to such full tour, he/she will be given one (1) additional meal allowance for each four (4) consecutive hours worked preceding the first two (2) such hours.

(4) Employees, without deduction of pay, will be allowed time to eat permitted meals at time consistent with the requirements of the work.

(5) An employee engaged in emergency work as defined in Article 5, paragraph E, outside his/her regularly scheduled working time shall be paid meal allowance in accordance with Article 5, paragraph B.

(6) Time spent on Hearings or Investigations, or Instructions are provided for in Articles 13 and 14 of these Working Conditions shall be considered as time worked for the computation of earned meal allowances set forth in Paragraphs 1, 2, 3, of this Article.

Article 4. Lunch Period

Each employee will be allowed the same lunch period benefit as exists for the hourly rated employee in his/her department.

*Included in Working Conditions pursuant to decision of Public Employees Relations Board Arbitration Panel dated December 22, 1970.

Article 5. Emergency Work

A. An employee, who is held over after the completion of his regular tour of duty for the performance of emergency work, shall be paid at the rate of time and one-half for the time during which he is so held.

B. An employee engaged in emergency work outside of his/her regular scheduled working time will be given a meal allowance of three and one-half (\$3.50) dollars, in cash, for each five (5) hours during which he/she is so engaged, provided, however, that an employee held over for emergency work after the completion of his/her regularly scheduled tour of duty will be given such a meal allowance at the completion of his/her regularly scheduled tour of duty, provided he/she is to be required to perform such work or duty for a period of at least two (2) hours. Employees, without deduction of pay, will be allowed time to eat permitted meals at times consistent with the requirements of the work.

C. If, as a result of emergency work, an employee is required to work six (6) hours or more between the completion of his/her regularly scheduled tour of duty and the commencement of his/her next regularly scheduled tour of duty, and at such time or times as to prevent him/her from having eight (8) consecutive hours off duty at any time between the two regularly scheduled tours of duty, he/she shall be excused with pay from such part of his/her said next regularly scheduled tour of duty as may follow the completion of the emergency work and as may be necessary in order that he/she may have eight (8) consecutive hours off duty between the time when he/she completed his/her emergency work whether that be before or after the time of commencement of his/her said next regularly scheduled tour of duty and the time when he/she shall thereafter report back for work; except that if the time when he/she would thus report back for work should be within four (4) hours of the time scheduled for the completion of his/her said next regularly scheduled tour of duty, he/she shall be excused with pay from all of the said next regularly scheduled tour of duty. Notwithstanding the foregoing, if an employee, upon completing a regularly scheduled tour of duty, leaves the premises without having any reason to believe that he/she may be called out for emergency work before the commencement of his/her next regularly scheduled tour of duty, but is called out and performs emergency work for six (6) or more consecutive hours prior to the time scheduled for the commencement of his/her next tour of duty, his/her superior, if convinced that such employee has had insufficient sleep and is unfit for work, shall have the discretion to excuse him/her with pay from part or all of said next regularly scheduled tour of duty, irrespective of whether or not the employee may have had eight (8) consecutive hours of duty before being called out for such emergency work. If an employee is definitely entitled under the foregoing provisions to be excused with pay from part or all of his/her next regularly scheduled tour of duty following the performance of emergency work, but is not so

excused, he/she shall be allowed time off with pay from a subsequent tour of duty for the length of time for which he/she should have been so excused, but the day on which he/she is to be allowed such time off shall be determined by advance agreement with his/her superior.

D. If a stretch of emergency work commences prior to the beginning of an employee's scheduled day off and continues into such day off for not more than two (2) hours, it shall be treated as though it had all been performed on the day when it commenced. If it continues into such scheduled day off for more than two (2) hours and commences not more than two (2) hours before the beginning of such day off, it shall be treated as though it had all been performed on such day off. If it commences more than two (2) hours before the beginning of the scheduled day off and continues into such day off for more than two (2) hours, then the work on each day shall be treated as having been performed on the day when it actually was performed and shall not be treated as having been performed entirely on one day or the other. If after more than two hours of emergency work performed and treated as performed in the early part of his/her scheduled day off, an employee is released from duty and allowed to go home and later is brought back again for work on the same day off, he/she shall be paid at the rate of time and one-half for all work performed after thus being brought back, in addition to receiving a minimum of one and one half times a full days' pay for the work treated as performed in the early part of the day.

An employee's scheduled day off shall commence eight (8) hours after the time scheduled for the completion of his/her last scheduled tour of duty preceding the day off and shall continue for twenty-four (24) hours except that when an employee has two consecutive scheduled days off the second day off shall consist of the twenty-four (24) hours immediately following the end of the first day off.

E. The term "emergency work" as used in the foregoing subdivision, shall be deemed to include any work which an employee is required to perform outside of his/her scheduled working hours, except work made necessary by the failure of another employee to report for duty and except work which is planned ahead, provided, however, that even where overtime work is planned ahead, if any employee, immediately following completion of his/her regular full day's work, is held over for a longer period than four (4) hours in order to finish a particular job, the overtime work in excess of four (4) hours will be considered as "emergency work" when it is not made necessary by the failure of another employee to report for duty. In cases where overtime work in excess of four (4) hours immediately following a scheduled tour of duty is to be treated as "emergency work", the first meal allowance will come after the expiration of the first four (4) hours of overtime and the employee will be entitled to another meal allowance for every five (5) hours of work thereafter. Work will not be considered

as planned ahead unless notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of the employee's regular tour of duty next preceding his/her regular tour of duty which is followed by the overtime work, except that where the overtime work commences only four (4) hours or less before the time scheduled for the beginning of one of his/her regular tours of duty it will be considered as planned ahead if notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of his/her last regular tour of duty immediately preceding the overtime work.

F. When an employee, after being released from work and allowed to go home following the completion of a regularly scheduled tour of duty is required to report back eight (8) hours, or more, before his/her next regularly scheduled tour of duty for emergency work made necessary by storm, flood, fire, accident or other catastrophe, he/she shall, if held on such emergency work continuously for a period of more than eight (8) hours extending into his/her regularly scheduled working time, be paid at the rate of time and one-half for all of the time during which he/she is thus held continuously on such emergency work, including the portion thereof within his/her scheduled working time. If, upon completion of such emergency work, he/she is required to resume his/her regular duties during the remaining portion of his/her scheduled working time, he/she shall be paid for such remaining portion at straight time.

Article 6. Allowance for Work on Scheduled Day Off

A. An employee who is required to work on a day which is regularly scheduled for him/her as a day off shall be allowed time and one-half in cash for the number of hours worked.

B. Supervisory employees required to perform emergency overtime outside their normal tour of duty and not on their day off shall receive time and one-half in cash for the number of hours worked.

C. Supervisory employees required to perform emergency work on their day off shall not be allowed another day off but will receive time and one-half in cash for the number of hours worked.

D. Supervisory employees required to work on regularly scheduled day off shall be guaranteed at least eight (8) hours work.

E. For an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

Article 7. Holidays

A. To the extent that it may be practicable, an employee will be released from work without loss of pay on the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the employee's birthday.

B. Where an employee is required to work on one of these holidays or when such holiday falls on one of his/her regularly scheduled days off, or during his/her vacation period, the employee will be paid eight (8) hours additional pay for the holiday unless he/she gives prompt notice before the holiday that he/she wishes to exercise an option to accumulate an AVA instead of receiving the additional eight (8) hours pay.

C. The employee shall have the option of requesting and obtaining eight (8) hours pay in cash at his/her regular straight time rate for any AVA days he/she has accumulated. Such request shall be made on a form prepared by the Authority for the purpose. For pension purposes, the payment shall not be included in the final year's earnings, except for AVA days accrued in his/her final year.

D. An employee excused from work on one of the stated holidays shall be paid for that holiday only if he/she reported for work on the scheduled work day before and the scheduled work day after the holiday, unless he/she is prevented by bona fide illness or for good reason is excused from so reporting. With respect to holiday pay, where an employee is scheduled to work on any of the stated holidays and the first day of his/her absence, because of a claimed illness, falls on the holiday, he/she shall, upon submitting proof satisfactory to the department head, be granted holiday pay for the first day of such absence and shall not be paid sick leave.

E. An employee may elect to accumulate an AVA day only if he/she does not have a total of thirty-six (36) days of AVA's and/or QTO to his/her credit.

To accumulate an AVA day, the employee must give notice thereof in writing to his/her superior in advance of the holiday.

The particular day on which he/she is to be released from work to make use of any AVA credit must be agreed upon in advance by his/her superior.

Despite the fact that the letters "AVA" stand for the words "Additional Vacation Allowance", the so-called AVA days shall in no event be added to vacations or used in a group as a vacation period. The employee shall have the option of requesting and obtaining eight (8) hours pay in cash at his/her regular straight time rate for any AVA days he/she has accumulated. Such request shall be made on a form prepared by the Authority for that purpose. For pension purposes, the payment shall not

be included in the final year's earnings, except for AVA days accrued in his/her final year.

F. An employee who is not released from duty by order of his/her superior on one of the stated holidays and who nevertheless absents himself/herself from work shall forfeit his/her right to any pay for the said holiday or to any other day off in lieu thereof, except that this shall not be applicable to veterans (as defined in Section 63 of the Public Officers Law) in respect to Memorial Day or Veterans' Day.

G. None of the foregoing provisions in this Article shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Authority during a period of thirty days or more, except for absence during paid vacation immediately preceding a holiday shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

H. Whenever, under the provisions of this Article, an employee may be entitled to another day off, without deduction in pay, in lieu of one of the stated holidays above specified, the particular day on which he/she is to be excused from duty must be determined by his/her superior, who as far as practicable, will consider the preferences of the employee.

Article 8. Expression of Preference for Assignment.

A. The Authority shall continue to have the right to select personnel for resume jobs.

B. At an annual general pick, Surface Transit transportation dispatchers may utilize their seniority to pick non-resume assignments which will be posted with the following information:

1. Work assignment, tour of duty, regular days off and location by depot.
2. Extra list (Vacation and Unscheduled Absence Coverage): location by depot (except as permitted by contract or practice).

Except as otherwise permitted by the contract, tour of duty and regular days off, when picked will not be changed. At all times, actual dispatcher assignments to be performed and the location by depot within the division shall be decided at the sole discretion of management.

Such discretion may be exercised by the Assistant General Manager in providing the Union with notice which states the reason for such reassignment. Without delaying the reassignment, the Union shall have the right to discuss the

reassignment with the Vice President with responsibility for the employee's function, the Senior Vice President, Operations or the Vice President, Labor Relations. The reassignment shall not be subject to the grievance procedure contained in the Agreement except that such procedure may be utilized where the union demonstrated a clear pattern of abuse in the reassignment of employees.

"Division" as used above shall be a division as currently established. Nothing shall prevent management from changing a division after consultation with the Union.

C. At an annual general pick, Surface Transit maintenance line supervisors may utilize their seniority to pick non-resume assignments which will be posted with the following information:

1. Tour of duty, regular days off and location by depot.
2. Extra list (Vacation and Unscheduled Absence Coverage): Location by depot (except as permitted by contract or practice).

Except as otherwise permitted by the contract, location by depot, tour of duty and regular days off, when picked will not be changed.

D. Nothing contained herein shall be construed to diminish management's rights to reassign employees including but not limited to those rights contained in Article 1 of the Working Conditions.

E. Within depots, employees shall have the right to pick vacation schedules on the basis of seniority, consistent with the needs of the service. Employees shall have the right to pick vacation schedules and holidays on the basis of seniority at the locations at which they worked prior to any assignment at any other location.

F. Dispatcher realignment picks will continue as heretofore except as modified above.

Article 9. Expression of Preference Status, Security For Promotions to Managerial Titles

The Authority will make a good faith effort to provide notice to the Union of a promotion of a represented employee to a position outside the bargaining unit or the return of an employee from a managerial title to the bargaining unit within fifteen days of promotion or return to the bargaining unit. The Union agrees that a promotee, if returned to his/her former title within twelve months after the effective date of the promotion will be returned with the preference status he/she held prior to such promotion at the next annual general pick. Pending the next annual general pick, such employee will be assigned in accordance with the current practice.

Article 10. Resume Job Procedure

Bid procedures for resume jobs shall be in accordance with the following procedures:

1. It is the sole prerogative of Management to set qualifications and requirements for any resume job.
2. The notice providing application instructions will specify all qualifications and requirements, e.g. minimum length of service, attendance record, etc.
3. Copies of all notices will be mailed to the Union.
4. The Authority will determine which applicants are qualified by review of records or interview.
5. The Authority will prepare a list of qualified applicants in seniority order and provide a copy of this list to the Union at least 10 working days prior to assigning personnel to vacancies, during which time the union shall be afforded an opportunity to review and discuss the matter with management.
6. Assignment to such position will be with the understanding that all employees are subject to a six month probationary period and will be expected to continue to fill, at the Authority's discretion, such position for a minimum of 2 years.
7. Acknowledgment letters will be sent to applicants.

Article 11. Night Duty

In making assignments to night duty, except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and qualified for the work which is to be done at night, except where a senior qualified employee requests such assignment as a matter of choice.

Article 12. Transfers

1. The Authority reserves the right whenever there may be an employee in any unit of any Division with divisional seniority for whom there is no work in such unit, to transfer and assign him/her to work in any other unit of that Division or in any other Division where there may be work for him/her to do within his/her title. At any time after his/her transfer if a vacancy in his/her title occurs in the unit from which he/she was transferred he/she will be given one opportunity to elect to return to such unit with the same preference status which he/she would have had had he/she remained there.

2. An employee appointed from a system-wide list, after the adoption of these Working Conditions, to a division other than the division of his/her choice, will be given one opportunity to return to the division of his/her choice when a vacancy occurs in that division.

Article 13. Instructions

When an employee is required to report for staff meetings, schooling or other group instructions outside of his/her regularly scheduled tour of duty, he/she shall be allowed offset time equal to the number of hours actually spent in such meetings or class. In any case where there is a substantial gap between the employee's tour of duty and his/her required attendance at staff meetings, schooling, or other group instruction outside of his/her tour of duty, the Union may discuss with management the question of additional offset time for the time intervening between the conclusion or start of the employee's tour of duty and the required attendance at staff meetings, schooling or other group instruction. However, when an employee who, because of errors and dereliction in the performance of his/her duties, is properly required in disciplinary proceedings to report for schooling or instruction, he/she shall receive no allowance therefor. An employee attending classes voluntarily for his/her own benefit will do so on his/her own time without any allowance.

Article 14. Allowances for Time when Employee Attends Hearing or Investigation

A. All employees will be required, when properly directed to do so, to report to court or to the claim or law department or to attend as witnesses at trial hearings or investigations and shall not lose any pay for such attendance except if it is a hearing or departmental investigation in regard to the employee's own malfeasance or neglect of duty.

B. Employees required to report on their days off will be permitted another day off with pay. And employees required to attend on their time off, but not on their regular days off, will be allowed offset time equal to the number of hours actually spent at such hearings or investigations except, if it is a hearing or departmental investigation in regard to the employee's own malfeasance or neglect of duty.

C. An employee properly ordered to report to court or to the claim or law department in the morning and detained until 12 o'clock (noon) will be given three dollars and fifty cents (\$3.50) in cash for his/her lunch.

Article 15. Payment when Charges are Preferred Against Employees

If charges which are preferred against an employee are not sustained, the employee will be paid at his/her regular rate of

pay for the time lost by reason of such charges. If the charges are sustained, the employee will not be paid for any time lost as a result of such charges.

Article 16. Allowance for Time Consumed For Physical Examination

A. When an employee on duty or reporting for duty is ordered by his/her superior to the Authority's Medical Staff for physical examination and is pronounced able to work and given a "Return to Duty" slip by a physician of such staff, no deduction from such employee's pay shall be made for the time consumed in compliance with such order.

B. Employees shall not be scheduled to report for periodic examinations on their regular days off or during vacation.

C. An employee absent from duty by reason of illness or injury for more than twenty-one (21) consecutive days or absent for any other reason for more than sixty (60) days will not be allowed to return to duty until he/she obtains and presents to his/her superior a certificate from the Authority's medical staff that he/she is fit for duty. No allowance will be made for the time required to obtain such certificate.

D. An employee required to report to the Authority's Medical Staff for physical examination outside his/her tour of duty will be allowed three (3) hours offset time for so reporting.

E. If required to report for such examination while on duty, no deduction shall be made from employee's pay for time necessarily consumed in undergoing such examination.

F. An employee who has been injured in the course of his/her employment and who is required to report for treatment by the Authority's Medical Staff or to attend hearings at the Workmen's Compensation Board because of injuries to himself/herself but not as a witness, during his/her time off between two tours of duty, will be allowed three (3) hours offset time for so reporting. If such an employee is required, while on duty to attend a hearing at the Workmen's Compensation Board because of injuries to himself/herself, but not as a witness, no deduction shall be made from his/her pay for time necessarily consumed for such hearing, provided, however, that such employee obtains an attendance slip from the Transit Authority attorney which sets forth the time of arrival and time of departure from such hearing.

Article 17. Physical Disability

A. When a permanent employee is adjudged by the Authority's Medical Department to be disqualified from performing the full duties of his/her position, the Authority and the Union will make a reasonable attempt to assign such employee to work within

his/her own title and within authorized quotas without regard to the seniority of any employee in the title, or established methods of expressing preference for assignment; and depending upon certification by the Authority's Medical Department as to what character of work he/she is able to perform. If so assigned, the employee will be paid in accordance with the existing salary schedule of his/her title. This procedure shall not give an employee who may be displaced the right to bump any other employee during the continuation of the pick.

B. When a permanent employee is adjudged by the Authority's Medical Department to be disqualified from performing the full duties of his/her position, and he/she cannot be assigned within his/her own title as provided by paragraph (1) hereof, subject to the approval of the City Civil Service Commission, he/she may, in the discretion of the Authority, be assigned to the work of another position if such work is available within authorized quotas, depending upon certification by the Authority's Medical Department as to what character of work he/she is able to perform, and that he/she is able to perform the full duties of the position to which he/she is assigned.

C. An employee assigned to the work of another position under paragraph (8) hereof, shall be paid for his/her work during such assignment as may be agreed to between the parties.

D. If and when the Authority's Medical Department shall certify that a permanent employee, previously disqualified by physical disability from performing the full duties of his/her position, is able to return to those duties, he/she will be reassigned thereto with the same preference status which he/she held at the time of his/her disqualification.

E. Any employee who has been disqualified by a physician of the Authority's Medical Department, and who is dissatisfied with the finding of the examining physician, shall have the right to have his/her case reviewed, and to be personally examined by the Authority's Medical Director in the presence of the employee's own physician. The decision of such Medical Director shall in all cases be final.

F. The provisions of this article are not intended to detract from or conflict with any right of an employee to any disability pension or allowance under any law relating to the New York City Employee's Retirement System. They shall not be applicable, however, to any employee who is granted any such disability pension or allowance.

Article 13. Leave of Absence for Death in Family

At the time of death in any employee's immediate family, he/she shall, upon submitting satisfactory evidence to the Department Head, be granted a leave of absence, with pay, at his/her regular rate of pay, on each such day, not to exceed three (3) working days. Such leave shall not be charged to any

other allowance such as vacation, sick leave or holiday. "Immediate family" shall mean for this purpose, "a spouse; natural, foster, or step parent; mother-in-law, father-in-law; child, brother, sister; and any person residing in the household." "Any person residing in the household" is to be interpreted as meaning a person related by family ties, with permanent residence in the household.

Article 19. Vacations

A. A vacation with pay will be granted each year to each employee as hereinafter provided, at such time within the year as the Authority shall fix and determine. The twelve month period within which such vacations will be granted and allocated is referred to in this Article as the vacation year. The vacation year will be either the calendar year, or a year commencing the first day of May in a calendar year and ending on the thirtieth day of April of the following calendar year, as the Authority may determine to be appropriate for the particular department or section of a department. Vacations may be spread over the entire twelve months of the vacation year whenever the Authority deems this advisable in the interest of efficiency or economy. The amount of vacation allotment in weeks or days will be computed on the basis of the time and duration of active employment prior to the beginning of the vacation year. For the purpose of this Article, periods of leave of absence without pay for one month or more, except where such leave of absence shall have been for ordered military duty, shall not be deemed to be active employment.

B. Each employee in an annually rated title subject to this Agreement, and in the representation unit represented by the Union, shall receive the following vacation:

- (1) If, at the beginning of his/her vacation year he/she shall have been actively in the employ of the Authority in connection with the maintenance and operation of any transit facility now forming part of the New York City Transit System for one (1) year, but not for more than three (3) years, but not for more than one (1) year in an annually rated title subject to this Agreement, he/she shall be granted a vacation of two (2) weeks in each such vacation year.
- (2) If, at the beginning of his/her vacation year he/she shall have been actively in the employ of the Authority in connection with the maintenance and operation of any transit facility now forming part of the New York City Transit System for one (1) year but not for more than three (3) years, but shall have been actively employed for more than one (1) year in an annually rated title subject to this Agreement, he/she shall be granted a vacation of three (3) weeks in each such vacation year.

- (3) If, at the beginning of his/her vacation year he/she shall have been actively in the employ of the Authority in connection with the maintenance and operation of any transit facility now forming part of the New York City Transit System for more than three (3) years, he/she shall be granted a vacation of four (4) weeks in each such vacation year.
- (4) If, at the beginning of his/her vacation year he/she shall have been actively in the employ of the Authority in connection with the maintenance and operation of any transit facility now forming part of the New York City Transit System for more than ten (10) years in an annually rated title subject to this Agreement, or thus actively in the said employ for more than fifteen (15) years, he/she shall be granted a vacation of five (5) weeks in each such vacation year.

C. An employee in an annually rated title subject to this Agreement and in the representation unit represented by the Union who, during the preceding vacation year, shall have been on leave of absence without pay, except ordered military duty, shall be granted a vacation with pay on the following basis:

- (1) An employee otherwise entitled to a vacation of two (2) weeks shall be granted a vacation with pay of one (1) day per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than two (2) weeks.
- (2) An employee otherwise entitled to a vacation of three (3) weeks shall be granted a vacation with pay of one and one-half (1-1/2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than three (3) weeks.
- (3) An employee otherwise entitled to a vacation of four (4) weeks shall be granted a vacation with pay of two (2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than four (4) weeks.
- (4) An employee otherwise entitled to a vacation of five (5) weeks shall be granted a vacation with pay of two and one-half (2-1/2) days per month for each month or major portion thereof he/she shall have worked during the preceding vacation year, but not more than five (5) weeks.

D. For the purpose of determining the length of active employment upon which is based the allowance provided in paragraphs B and C any leave of absence without pay and any break in service of less than one year, shall not be considered as interruptions in continuous employment, except however, that

an employee who, for any reason, leaves the employ of the Authority and returns within one year, will be considered a new employee for the purpose of computing his/her vacation allowance as provided above during the vacation year immediately following the one in which he/she is reinstated.

E. Terminal vacation with pay shall be allowed any employee in an annually rated title subject to this Agreement and in the representation unit represented by the Union, in addition to any vacation due him/her under paragraphs B and C above, (1) where the employee's services are terminated or suspended through no fault of his/her own or because of his/her induction into the Armed Forces of the United States, or (2) where the employee, who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service make a request therefor, such terminal vacation shall be computed as follows:

- (1) An employee otherwise entitled to a vacation of two (2) weeks shall be granted terminal vacation of one (1) day for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding two (2) weeks.
- (2) An employee otherwise entitled to a vacation of three (3) weeks shall be granted terminal vacation of one and one-half (1-1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding three (3) weeks.
- (3) An employee otherwise entitled to a vacation of four (4) weeks shall be granted terminal vacation of two (2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding four (4) weeks.
- (4) An employee otherwise entitled to a vacation of five (5) weeks shall be granted terminal vacation of two and one-half (2-1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding five (5) weeks.

F. No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation.

No terminal vacation shall be granted for sick leave with pay, vacation or overtime offset credits used immediately prior to any terminal vacation granted under this paragraph, except that an employee who retires under either the IRA, SRA or City pension plan shall be entitled to credit as time worked for each month or major portion of a month prior to his/her retirement while he/she is on regular vacation.

Terminal vacation shall be paid on the basis of eight (8)

hours per day. No additional payment shall be made because of any run or tour in excess of eight (8) hours in a day by which an employee may have been paid prior to the period of terminal vacation. No holiday pay shall be granted for any of the stated holidays provided under Article 7, which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/she is separated from the service during such year. The allowance of such terminal vacation shall be conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him/her shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

G. During the vacation period each employee will be allowed vacation pay equal to what he/she would have earned had he/she been working during that period on his/her regular work schedule. If entitled to shift differential same will be paid for vacation period. Overtime work planned ahead shall not be considered part of the employee's regular work schedule.

H. In the event of a change in the date of commencement of the vacation year for any department or section of a department or any class or group of employees, so that the vacation year shall commence on the first day of January instead of the first day of May, the allocations of vacation time that have been announced previous to such action by the Authority will remain unchanged, except for those whose allocated vacation time is within the first four months of the following calendar year. If such change should occur, a computation of vacation allowances within the new vacation year, based on the time of employment by the Authority up to the beginning of such year, will be made and published in the month of November, and a selection and allocation of vacation time during the next vacation year will be made in accordance with the usual methods and practices governing allocation of vacation time. Those employees who had previously selected or had previously been allocated vacation time during the months of January, February, March or April, as their vacation time for the old vacation year which commenced the preceding May, will have a preferential right to hold and retain such allocations of vacation time for the vacation to be had in the new vacation year, if they so desire, but all those who do not make known such desire will participate in a new selection and allocation of vacation time for the new vacation year commencing the first day of January. For all such allocations, the basic principle as to the length of vacation set forth in paragraphs B and C of this Article will govern vacation time allowable. No employee will be allowed two periods of vacation time in the same calendar year because of such change in the date of commencement of the vacation year, unless the Authority, upon a review of the facts in the particular case, determines that an exception should be made.

I. The annual vacation allowance will not be accruable and will not be carried over from one year to another except upon the approval of the Authority.

J. An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave. He/she must be in active service immediately preceding the period for which he/she is granted a vacation. In the event, however, that an employee is taken sick and on that account stops work before he/she has had his/her vacation for the vacation year in which the illness commences, he/she may elect subject to approval by the head of his/her department, to take such vacation as provided in Article 20 (Q). When a leave of absence due to illness, begins in one vacation year and extends into the next succeeding vacation year, an employee may, subject to approval by the head of his/her department, elect to take the vacation due him/her in such later vacation year as provided in Article 20 (Q). However, such election under this rule and under Article 20 (Q), shall apply only to the complete vacation due the employee at the time of his/her request, and no grant shall be made of only a portion of a vacation allowance.

K. An employee who is dismissed on charges, or who resigns while on charges or in anticipation thereof, shall not have the date of termination of his/her employment postponed to allow him/her any vacation pay whatever whether he/she shall have previously had a vacation in that vacation year or not.

L. While a permanent employee is away in any year, on military duty, he/she will be treated as continuing in the employ of the Authority for the purpose of determining how much vacation he/she is entitled to take in the following vacation year should he/she return to the active service of the Authority during that year. Upon his/her return before the end of that year, he/she shall, to the extent that the time intervening between his/her return and the end of the year may permit, be entitled to take before the end of the vacation year such vacation as he/she would have been entitled to take in that year had he/she not been away on military leave, less such part thereof as he/she may have been allowed at the time of his/her induction into the armed forces. He/she shall not, however, carry over to a subsequent vacation year a vacation which he/she may have missed because of being away on military leave of absence.

M. Employees may be granted advance payment of vacation allowance.

N. The use of any vacation allowance provided by this section shall not be anticipated unless authorized by the Authority.

O. An employee who, during the vacation year, is in service part of the time in a position to which this Agreement is not applicable and part of the time in a position to which it is

applicable shall accrue annual leave allowances in accordance with the terms of this Agreement for each month during the major part of which he/she served in a position to which this Agreement is applicable, and shall accrue an annual leave allowance for each month during the major part of which he/she served in a position to which this Agreement is not applicable in accordance with the rules and regulations applicable to such other position.

An employee shall, in each vacation year, be granted his/her total accrued leave allowance regardless of the title in which he/she is serving at the time he/she takes his/her annual leave allowance.

P. Each employee shall have the option to use five (5) of his/her vacation days each year as single personal leave days, subject to departmental regulations.

Article 20. Sick Leave

A. Subject to the limitations hereinafter set forth, the Authority will grant to every employee, who shall have been in its employ for at least one year, sick leave with pay on each working day when he/she is unfit for work on account of illness, up to a total in any one year, of twelve days plus the number of days, not exceeding eighty-four, by which the total amount of sick leave with pay allowed to such employee by the Board of Transportation and the Authority in prior years since April 30, 1941, shall have been less than one day per month of employment during such prior years. In no one year will an employee be entitled to more than ninety-six days sick leave with pay, but unused sick leave may be carried over to a subsequent year.

B. Subject to the limitations hereinafter set forth, the Authority will grant to every employee in its employ less than one year, sick leave with pay on each working day when such employee is unfit for work on account of illness, up to a total of one day per calendar month during which, or the major part of which, the employee shall have been in such employ.

C. The term "year" as used in this Article, shall mean a period of twelve months beginning on the first day of May and ending on the following thirtieth day of April.

D. For the purpose of this Article, an employee shall not be deemed to have been in the employ of the Board of Transportation or the Authority during a period of leave of absence without pay except where such leave of absence shall have been for ordered military duty.

E. For any day on which sick leave with pay is granted to an employee, the pay to be allowed him/her shall be the same as if he/she had worked in accordance with his/her regular work schedule for that particular day, as such schedule stood at the time of the commencement of his/her illness, but the term

'regular work schedule' shall not be deemed to include any overtime work which may have been planned ahead.

F. Sick leave shall not run concurrently with vacation and will not be granted in respect to any of the ten (10) holidays specified in Article 7 or in respect of any day which is the employee's regular day off.

G. In order to be granted a paid or unpaid leave of absence on account of illness, an employee must file a written application therefor, on a form provided by the Authority, within three (3) days after his/her return to work, but this form may be filed during the period of his/her absence if such absence is for an extended period. The application for sick leave must include a true statement of the cause of the applicant's absence from work, including the nature of his/her illness or disability, and must be made to the Authority through the applicant's appropriate superior. If the application is for more than two (2) days, it must comply with the provisions of paragraph I of this section.

H. No sick leave will be granted for illness due to indulgence in alcoholic liquors or narcotics, except as permitted by Authority policy.

I. The burden of establishing that he/she was actually unfit for work on account of illness shall be upon the employee. Every application for sick leave, whether with or without pay, for more than two days, must be accompanied by medical proof satisfactory to the Authority and upon a form to be furnished by the Authority, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. This paragraph will not in any way relieve the employee from complying with paragraphs K and L of this section, as well as subdivision (c) of Rule 5 of the Authority's Rules and Regulations.

J. To be entitled to sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one hour before the commencement of his/her scheduled tour of duty for that day, cause notice of the illness and of the place where he/she can be found during such illness, to be given by telephone, messenger, or otherwise, to his/her appropriate superior, and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time above prescribed, it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one hour prior to the commencement of such tour of duty, he/she shall have caused such notice to be given. The failure to cause notice to be given as herein provided shall not be

excused unless the Authority is convinced that special circumstances made it impossible and is also convinced that notice was given as soon as the special circumstances permitted.

K. If a representative of the Authority calls at the place where the absent employee gave notice that he/she could be found during his/her illness, or in the absence of such notice, calls at the home of the absent employee and cannot find him/her, the absent employee will be deemed to be absent without leave. Such employee will not be granted sick leave and will be subject to appropriate disciplinary action.

L. When an employee is out sick and is visited by a doctor of the Authority who finds the employee able to work, there will be no deduction made for that day in the current pay period but the Authority may deny payment after review and deduct pay for such day in a subsequent pay period.

M. No sick leave with pay will be granted for less than one-quarter of a day at a time. An employee who under this Article is not entitled to sick leave with pay for the first working day in any period of leave of absence for illness and who works part of his/her scheduled tour of duty, but, because of such illness, does not work the balance thereof, and continues absent because of such illness beyond the start of his/her next regularly scheduled tour of duty, shall be granted sick leave with pay for that part of the second day of such absence which follows the equivalent time at which he/she ceased work on the day on which he/she became ill. In the event that a paid absence of less than one full day is to be charged against unused sick leave allowances, the following table of computation shall be used:

One-fourth (1/4) of a day if he/she was on duty more than 5 hours on the day during which his/her services were interrupted by illness;

One-half (1/2) of a day if he/she was on duty more than 3 hours but not more than 5 hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as 1 hour, but not more than 3 hours, on such day;

One (1) full day if he/she was on duty less than 1 hour on such day.

If his/her work schedule on such day includes a paid meal period and he/she worked all of that part of his/her tour of duty which precedes his/her scheduled meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

N. An employee who is found to be in violation of the rules set forth in this Article governing sick leave allowances shall,

in addition to being subject to the denial of sick leave, also be subject to appropriate disciplinary action. Any serious violation, or persistent infractions, or a fraudulent claim for sick leave may result in dismissal from the service.

O. Time of absence from work while incapacitated by injury received in performance of duty will not be charged against the sick leave allowable under this Article.

P. No sick leave will be granted to an employee who is unfit for work on account of an accident incurred while working for an employer other than the Authority.

Q. An employee who has exhausted all his/her sick leave allowances at full pay, may elect subject to the approval of the head of his/her department to use any current vacation or accrued AVA days to which he/she may be entitled, in their entirety. If such absence is expected to continue beyond the end of the vacation year, the employee's leave of absence with pay for illness shall be interrupted for a sufficient number of days so that he/she may be paid for any remaining current vacation before the expiration of the vacation year. The employee must provide adequate medical evidence to show that the entire period of absence including vacation and AVA days used under this paragraph was the result of one continuous absence.

Article 21. Injury on Duty

An employee incapacitated for any kind of available work as a result of an accidental injury sustained in the course of his/her employment will be allowed, for such period or periods during such incapacity as the Authority may in each case determine, the full amount which he/she would have earned during such period or periods had he/she been working according to the regular schedule and at the regular rate of pay for work within his/her title which he/she had and was receiving prior to the period of incapacity, less the amount of any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation Law. If the absence for which he/she is to be allowed pay as herein provided, occurs two years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy-five (75) per cent of his/her earnings as set forth herein.

In no case will an employee be granted the allowance above mentioned or be paid more than he/she is entitled to receive under Workers' Compensation Law unless he/she voluntarily, and without any additional allowance therefor, submits from time to time, as he/she may be requested, to physical examinations by the Authority's Medical Department. Should he/she at any time after the Authority's determination to grant any allowance under the provisions of this Article, refuse to submit to examination by said Medical Department or if, upon examination he/she is adjudged by such Medical Department to be able to perform either his/her own work or lighter work which is offered

to him/her and he/she should fail or refuse to perform the same, such refusal shall automatically effect a revocation of any and all allowances theretofore granted to him/her under this Article, and to the extent that the amount of any such allowance shall have already been paid to him/her it shall be treated as an advance payment of, and shall be deducted from, whatever monies may thereafter become due and payable to such employee.

If, as a result of an injury sustained in the course of his/her employment, an employee is adjudged by the Authority's medical staff to be disqualified for the work of his/her own position but qualified for lighter work in another position, and if he/she is assigned to and performs such lighter work he/she will be paid in accordance with Article 17. The amount of any Workers' Compensation payable for the period or any part of the period during which he/she so works will be deducted from his/her pay for the work.

No increase, by way of increment or otherwise, shall be made in the rate of pay of any incapacitated employee during the period of his/her incapacity, or until he/she returns to work in the same position which he/she held prior to the period of incapacity, at which time his/her regular rate of pay will become what it would have been had he/she remained continuously in active service.

No differential pay shall be granted:

(1) Unless the employee sustained an accidental injury while engaged in the performance of his/her assigned duty for the Authority and such accidental injury was the direct cause of the employee's incapacity for work.

(2) If the accident was due to violation by the employee of any rule of the Authority or any precautionary procedures directed by the Assistant Vice President, Systems Safety or other Safety Rules.

(3) If the employee was engaged in horse play or was at all under the influence of liquor at the time of the accident.

(4) If the employee failed to report to the Medical Department of the Authority for examination or re-examination when told to do so.

(5) If the employee failed to report for light duty or for the performance of his/her regular work when directed to do so.

(6) If the period for which the allowance is requested was a period during which the employee, in the opinion of the Authority's Medical Department, would not have been incapacitated for work had it not been for some physical or mental condition existing prior to the accident.

(7) If the employee failed to comply with appropriate medical advice.

When the question arises as to the granting of differential pay under this section to an employee who has been absent from work on account of injury in the course of his/her employment, the Attorney in Charge of the Compensation Bureau of the Authority or his/her designee shall certify that the following conditions have been met:

(1) That the accident was not due to any violation of the rules of the Authority, or other safety rules.

(2) That the accident was not due to the violation of any direction of the Assistant Vice President, Systems Safety as to precautions taken by the employee to avoid accidents.

(3) That the employee gave due notice of the accident.

(4) That there is no uncertainty the employee sustained an accidental injury while engaged in the performance of his/her assigned duties for the Authority.

(5) That the employee was not under the influence of liquor at the time of the accident.

(6) That the employee was not engaged in any horse play when the accident occurred.

(7) That the employee was actually performing work for the Authority at the time of the accident.

(8) That the employee did report for light duty when directed to do so.

(9) That the employee did report for the performance of full duty when directed to do so.

(10) That the employee was duly examined by the Authority's Medical Department after the accident.

(11) That the employee did return for re-examination on every occasion when directed by the Authority's Medical Department.

(12) That the employee was completely incapacitated for work during the period for which he/she requested differential pay.

(13) That the incapacity of the employee during any part of his/her absence from work was not due to any physical condition of the employee prior to the accident in the absence of which he/she would not be incapacitated for the entire period for which he/she asks differential pay.

(14) That the employee did comply with appropriate medical advice.

In certifying that the conditions as aforesaid have been met

the Attorney-in-Charge of the Compensation Bureau of the Authority or his/her designee in addition to using the information available to him/her from the files in his/her bureau may call upon the Assistant Vice President, Systems Safety, the Medical Department of the Authority, and any other bureau or department of the Authority to furnish in writing to the said Attorney-in-Charge of the Authority's Compensation Bureau such facts and information as he/she may deem necessary to properly make such certification. The Attorney-in-Charge of the Compensation Bureau or his/her designee may call for such facts and information and the Assistant Vice President, Systems Safety, the Medical Department of the Authority, and all other bureaus and departments of the Authority shall furnish the facts and information so called for by said Attorney-in-Charge of the Compensation Bureau or his/her designee.

Following certification of the above, the Attorney-in-Charge of the Compensation Bureau or his/her designee, shall have the power, subject to and in accordance with the provisions above set forth, to grant differential pay.

Article 22. Jury Duty

A. An employee required to perform jury duty which in any way interferes with his/her regular working hours will be granted a leave of absence with pay, provided such employee endorses all checks received in payment for such jury service to the Authority.

B. Pay for such leave of absence for an employee shall be the same as if he/she had worked in accordance with his/her regular work schedule for each day included in such leave of absence. The term "regular work schedule" shall not be deemed to include any overtime work which may have been planned ahead.

C. Fees received for a jury duty performed by an employee during such employee's days off or vacation may be retained by the employee. When it is necessary for an employee to absent himself/herself from any part of his/her work in order to qualify for jury duty, he/she will be granted a leave of absence with pay for such length of time as may be necessary for that purpose, not exceeding, however, four (4) hours.

D. An employee whose Jury Service Fees are in excess of his/her regular base earnings for the period of absence while on Jury Duty, will have such excess reimbursed to him/her. Jury service fees shall include travel allowances granted by City and State Courts, but shall not include travel allowances of other courts.

E. When an employee is required to be on Jury Duty, his/her Schedule Days Off shall be changed to Saturday and Sunday during the period of time he/she is on Jury Duty. In all other respects the controls and administration of Jury Duty shall continue.

Article 23. Leaves of Absence With Pay

A. ORDERED MILITARY DUTY. Leaves of absence with or without pay, according to requirements of the law, will be granted to employees for the performance of ordered military or naval duty in accordance with the provisions of state statutes applicable thereto.

B. STATE OR NATIONAL CONVENTIONS OF VETERANS' ORGANIZATIONS

1. Leave of absence with pay in accordance with the rules and regulations set forth herein will be granted to an employee who is a member of any of the following named veterans' organizations and who has been designated as an official delegate to attend a state or national convention or encampment of such organization customarily held in the summer and fall of each year, commonly referred to as an annual convention: The Army and Navy Union of the United States of America, United Spanish War Veterans, Veterans of Foreign Wars of the United States, American Legion, Disabled American Veterans of the World War, Army and Navy Legion of Valor of the United States, Jewish War Veterans of the United States, Military Order of the Purple Heart, Catholic War Veterans, Italian War Veterans, Legion of Guardsmen, American Veterans of World War II (AM-VETS), Reserve Officers Association of the United States, Military Chaplains Association of the United States, Association of the United States Army, and other organizations composed of veterans of wars in which the United States has participated.

2. Leave of absence with pay will be granted for the period of attendance at such state or national convention or encampment, including normal traveling time by rail to and from same provided the employee obtain and, upon his/her return, file with the Authority, through his/her department head, a certificate by the Secretary or other authorized official of the organization certifying that such employee was duly designated as an official delegate to said convention or encampment and as such delegate, was in attendance thereat for the specific period of time allowed, and further provided that such leave of absence may be granted without impairing the essential services of the transit system.

3. Leave of absence will not be granted where the employee desires to attend such convention in a capacity other than that of official delegate thereto.

4. An employee who is a member of more than one of said organizations shall be entitled to leave of absence as aforesaid to attend the state or national convention or encampment of only one such organization, to be designated by him/her.

5. Employees engaged in the operation of the New York City Transit System desiring such leave of absence must make application therefor on the proper form at least two (2) weeks in advance of the time when such leave is to take effect.

6. The appropriate Vice President is authorized to approve applications for leave of absence with pay submitted in compliance with the above rules.

Article 24. Leaves of Absence Without Pay

A. Leaves of absence without pay for personal business not exceeding ninety (90) calendar days, may be granted to employees by the department head. No such leave of absence without pay shall be granted to any employee without written application therefor by or on behalf of the employee. Additional leaves of absence without pay in excess of the ninety (90) day period may be granted by the appropriate Vice President and General Manager upon recommendation of the department head. An employee absent without leave will be subject to disciplinary action which may result in his/her removal. An employee absent without leave for five consecutive calendar days shall be presumed to have abandoned his/her position and charges will be brought for his/her dismissal from the service of the Authority. An employee who has been continuously absent from work for a period of time commencing in one sick leave year and continuing until two months prior to the expiration of the next sick leave year shall not be granted any further leaves of absence, unless, as a condition thereof, he/she agrees in writing to waive any right or claim to sick leave allowance or other pay during his/her continued absence beyond the end of the latter sick leave year.

B. Leaves of absence without pay for union duty may be granted for periods extending up to one year in duration to an employee who will perform such duty with the Union on the property, provided that if any such employee wishes to return to active employment with the Authority prior to expiration of his/her leave of absence without pay, his/her department shall send notice of the cancellation of his/her leave to the Personnel Department of the Transit Authority for appropriate calendar action.

Article 25. Leaves of Absence Not To Be Granted to Perform Work Outside the Authority's Employment

Leaves of absence will not ordinarily be granted to enable an employee to engage in other employment than that of the Authority. Proof of such other employment, without the consent of the Authority, during an employee's assigned working hours will be regarded as an abandonment by the employee of his/her position with the Authority and will be grounds for dismissal of the employee from the service of the Authority. Likewise, if work performed for another employer outside of the time assigned to an employee for his/her work for the Authority causes him/her to be unfit for the efficient performance of his/her work for the Authority, this will constitute neglect of duty and delinquency and will be punishable by dismissal from the service of the Authority.

Article 26. Payment for Attendance at Civil Service Examinations

No permanent employee of the Authority shall lose pay for time attending a promotion examination for a City Civil Service title which appears on the payroll of the Authority; nor shall an employee whether a permanent employee or a provisional employee with one year or more of service, lose pay for time attending an open-competitive examination held exclusively to fill a Civil Service title within the Authority. If such examination is held within eight (8) hours after the end of the tour of duty of an employee whose application for the examination has been accepted by the City Department of Personnel, the employee shall be excused with pay from such tour of duty.

Employees reporting outside of their regular tours of duty for medical examinations required as part of a City Department of Personnel promotion examination to a title which appears on the payroll of the Authority, shall be allowed three (3) hours pay at their regular rate of pay.

Article 27. Shop Coat

The Authority shall supply without cost, shop coats to those Line Supervisors and Maintenance Supervisors - Level I required to wear shop coats. It shall be the responsibility of each employee to whom such shop coats are issued to maintain the shop coats at his/her own expense.

Article 28. Lost Property

The Authority will establish a procedure, not contrary to law, pursuant to which articles found on the property by employees covered by this agreement and not returned to the owner, may be turned over to the said employees after the expiration of the statutory holding period.

Article 29. Foul Weather Gear

Foul weather gear will be made available at designated locations for employees in the title of Surface Line Dispatcher who are required to perform work outdoors in inclement weather or snow equipment.

Article 30. Out of Title work

After an employee has worked in an out of title assignment for 90 consecutive days, he/she shall be paid the difference between his/her current rate and the minimum rate for the higher paid title in which he/she is performing. Such payments shall not be made where the employee holding the higher title has been granted a leave of absence by the Authority.

Article 31. UNIFORMS

The Authority will provide each new Dispatcher with the following uniform issue:

- 2 winter pants
- 3 summer pants
- 1 coat
- 1 security winter coat
- 4 winter shirts
- 4 summer shirts
- 3 ties
- 1 cap
- 1 vestee
- 1 rain gear set

At a time to be designated by the Authority, dispatchers may have issue worn-out in the normal course of duty replaced.

Employees are responsible for maintaining their uniforms in a proper manner (including repairing, dry cleaning and laundering as required). They are required to report to work with clean and neat appearance. Failure to do so will result in the employee not being allowed to work and losing pay for that day.

Article 32. The Authority's Rules and Regulations

The foregoing working conditions are in addition to the rules and regulations of the Authority governing employees engaged in operation. Every employee should study and be thoroughly familiar with the said rules and regulations, as well as with the working conditions above set forth.

A
**New York City
Transit
Authority**

370 Jay Street, Brooklyn, New York, 11201 Phone (718) 330-

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Alfred E. Werner

David L. Gunn
President

September 24, 1986

Kenneth Daube
President
Queens Supervisory Association
P.O. Box 341
Bellerose, New York 11426

Dear Mr. Daube:

At the conclusion of the contract negotiations it was mutually agreed between the parties that certain items would not be included in the contract but would be set forth in a letter of understanding. The items are as follows:

1. The parties agree that during the term of the contract which commences on June 1, 1985, the combined total number of employees represented by the Transit Supervisors Organization and the Queens Supervisory Association in their operating supervisory units shall not fall below 400 so long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 6,000 employees; shall not fall below 350 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 5,250 employees; shall not fall below 300 so long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 4,750 employees; and shall not fall below 250 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 3,000 employees.

2. The union hereby agrees to withdraw any and all administrative complaints and court actions or proceedings in which the union or any of its officers is a complainant or plaintiff or petitioner or charging party, and in which the MTA, NYCTA, MaBSTOA, or any of the named officers thereof are respondents or defendants, and to provide to any such respondents or defendants general releases and any other

documents necessary to terminate with prejudice any claims the Union or its officers have against the MTA, NYCTA, MaBSTOA, and the members and officers thereof, and further agrees that neither it nor any of the officers shall bring any action, proceeding, charge or other challenge to the establishment or filling of Superintendent positions (including deputy superintendent) or equivalent titles in NYCTA and MaBSTOA.

3. The Union further agrees that it or any of its officers will not seek representation rights for NYCTA employees in titles above Dispatcher (Surface) Level I, Maintenance Supervisor Level I or any equivalent title or for MaBSTOA employees in titles above Dispatcher, Deputy Supervisor or any equivalent title. In no event, however, shall the Union or its officers seek to represent any employee in the title of Deputy Superintendent or Superintendent or above or any equivalent title.

4. The Union shall have the right to discuss a tax deferral plan if a tax deferral plan is given to another represented group within the Authority.

5. The parties agree that further consideration is to be given to modifications of the drug plan in order to limit the growth in drug plan costs.

6. The parties agree that further consideration is to be given to creating an interest-bearing health benefit fund.

7. The Authority agrees to a joint review of the time recordkeeping process. This review will be conducted for the purpose of determining the feasibility of expediting night differential, overtime and/or holiday payments.

8. Following the next general pick, Maintenance Supervisors I/Line Supervisors assigned to the Queens Bus Division shall be frozen in that Division and shall not have the right to pick into depots outside that Division. Subsequent general picks shall be division-wide.

9. Specialty Jobs

The following changes in the job pick procedure made during previous negotiations shall continue:

A. The Midnight Bus Locator trick continues to not be subject to the pick procedure.


B. Employees picking PM Crew or General Dispatcher tricks shall be frozen, at management's discretion, in such jobs for two years.

10. The Union President shall be allowed one (1) day per week labor relations time.


If the above reflects your understanding, please sign the attached copies, keeping one for your files and returning the balance to this office.

Sincerely,


Robert R. Kiley
Chairman


David L. Gunn
President

AGREED:


Kenneth Daube, President
Queens Supervisory Association

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