

*M. Collins*  
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*[Signature]*

Transit Supervisors Organization - Operating Unit

It is mutually agreed that the collective bargaining agreement between the the New York City Transit Authority and the Mannattan and Bronx Surface Transit Operating Authority and the Union shall be amended as follows:

**Term of Agreement:**

1. This Agreement shall be effective from July 1, 1991 through April 30, 1998.

**Wages:**

2. The wages rates for employees represented by the Union shall be increased as follows:

Effective July 1, 1991, the rates that were in effect on June 30, 1991 shall be increased by 2.0%.

Effective November 1, 1992, the rates that were in effect on October 31, 1992 shall be increased by 2.5%.

Effective July 1, 1993, the rates that were in effect on June 30, 1993 shall be increased by 2.0%.

Effective December 1, 1994, the rates that were in effect on November 30, 1994 shall be increased by 4.0%.

Effective January 1, 1996, the rates the were in effect on December 31, 1995 shall be increased by 3.2%.

Effective February 1, 1997, the rates that were in effect on January 31, 1997 shall be increased by 3.2%.

Effective January 1, 1997, a \$275 payment will be added to the annual base salary of all employees.

**Night and Weekend Differential:**

- 3.A. Upon ratification and approval of this Agreement, the Authority will cease paying night and weekend differentials to employees for any day on which the employee does not actually work.
- 3.B. Night differential payments will no longer apply for the following week day work hours between 5:00 a.m.-5:59 a.m. and 6:00 p.m.-6:59 p.m.. Night differential rates shall remain unchanged during the term of this Agreement.

**Wage Progression:**

4. Employees hired on or after the date of ratification and approval of this



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Agreement shall receive during the first four (4) years of their employment a percentage of the top rate of pay of the employee's title in accordance with the following schedule:

- 80% during the first year of service as a supervisor.
- 85% during the second year of service as a supervisor.
- 95% during the third year of service as a supervisor.
- 100 % during the fourth year of service as a supervisor.

**Gainsharing:**

5. The parties agree to establish and abide by the Gainsharing Program as outlined in Appendix A of this Agreement.

**Health and Welfare:**

6. A Basic Plan: NYC Transit will continue to make contributions on behalf of active and retired employees to maintain the existing basic benefit plan coverages subject to the following changes:

- 1) \$10.00 per visit co-payment for home or office visits with GHI participating medical providers.
- 2) \$10.00 co-payment for each diagnostic test to a limit of \$20.00 in any one visit under GHI except for those retirees or dependents covered under Medicare.
- 3) Elimination of reimbursement under GHI for all non-participating medical providers except for those retirees or dependents covered under Medicare.

The above referenced plan changes will be effective as soon as practicable following the ratification and approval of this Agreement.

- 4) NYC Transit agrees to upgrade retiree basic coverage to GHI/CBP from GHI/Type C.
- 5) NYC Transit agrees to provide active employees and retirees the option of selecting one of the medical plans that are presently offered to represented Career & Salary employees of NYC Transit. NYC Transit's premium payments for a medical plan will be limited to no more than the HIP/HMO rate. Active employees and retirees who select a medical plan whose premium exceeds the HIP/HMO rate will be responsible for the additional premium payment. Active employees will have such additional premiums deducted from their biweekly paycheck. Since there is no mechanism to collect excess premium payments for retirees, the Union agrees to be responsible for and remit such premium payments to NYC Transit on behalf of retirees. NYC Transit will notify the Union when a retiree chooses a health benefit plan requiring a contribution and the amount of the contribution due.



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6) There will be a continuous open enrollment period for all employees and retirees. However, once an employee elects a plan he/she will be frozen in that plan for a minimum of 18 months. Changes in health benefit plan coverage will be effective the first day of the month, two months following election.

It is agreed that if annual basic premiums for basic benefits exceed 5% in any one of the calendar years beginning in January, 1995 and concluding in December, 1997, the parties will meet to discuss additional cost containment options to control or reduce costs.

6. B. Supplemental Plan Coverage: NYC Transit agrees to increase annual contributions to the supplemental fund for active employees by \$40 effective July 1, 1991, \$45 effective July 1, 1992 and an additional \$40 effective July 1, 1993.

Thereafter, NYC Transit will increase the supplemental fund contributions by 5% effective January 1, 1995, an additional 5% effective February 1, 1996 and 5% effective March 1, 1997.

**Health Care Costs of Pension Plan:**

7. The Union agrees that the health care costs emanating from the 25/55 pension plan will be paid for by employees in accordance with the terms listed in Appendix B.

**Medicare Reimbursement:**

8. Effective January 1, 1995, Medicare reimbursement for retirees and spouses of retirees will be eliminated.

**Flexible Spending Account:**

9. NYC Transit agrees to offer represented employees, as soon as practicable, medical spending and/or dependent care accounts as defined under Section 125 of the IRS code.

**Grievance Procedure:**

10. The existing grievance procedures will be amended as set forth in Appendix C.

**Sick Leave:**

11. a) One month following the ratification of this Agreement, the existing Sickness Disability Plan and Short Term Disability Plan will be eliminated and substituted with the Transit Authority Sick Leave Plan of 12 sick days per year.

b) Employees transferring from the Sickness Disability Plan to the TA Sick Leave Plan will be provided a transitional benefit, based on each



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employee's years of service, of the greater of the TA Sick Leave minus usage or the equivalent full day benefit under the Sickness Disability Plan.

c) All newly appointed supervisors will be converted to the Transit Authority Sick Leave Plan of 12 sick days per year. The transitional benefit noted in 12 b) above, will not apply. OA hourly employee promoted to a first line supervisory title will be permitted to carry over his/her unused sick.

**Uniforms:**

- 12. NYC Transit will supply uniforms to those employees required to wear them.

**Drug and Alcohol:**

- 13. The provisions of the parties collective bargaining agreement covering drug and alcohol testing shall be amended by adding the provisions as set forth in Appendix D of this Agreement and the attached amendments to the Drug and Alcohol Policies. In the event of any conflicts between the language of the existing policies and the amendments, the language of the amendments shall prevail.

**Injury on Duty and Physical Disability:**

- 14. The existing Injury on Duty and Physical Disability provisions of the collective bargaining agreement shall be amended in accordance with Appendix E of the Agreement.

**Assault Pay:**

- 15. Upon the ratification and approval of this Agreement, the existing assault pay contractual provisions will be eliminated and substituted with the Injury on Duty provisions referenced above. Additionally, the extend of leave provided under the Injury on Duty provisions will mirror the Transit's limitations as noted under Section 71 of the City Civil Service law.

**Americans with Disabilities Act:**

- 16. The Union agrees with any modification of this Agreement needed to comply with the regulatory requirements of the Americans with Disabilities Act.



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**Reporting Assaults:**

17. All supervisors shall immediately call the New York City Police Department whenever an assault to an employee is reported if the employee claiming the assault has not done so. Failure to do so or to cooperate with a police investigation may result in disciplinary action.

**Dispatcher Expression of Preference for Assignment:**

18. All Dispatchers represented by the Union picking trucks or runs within the Bronx or Manhattan Divisions of the Department of Buses will supervise any and all runs or trucks assigned to their picked location whether or not the runs emanate from a Bronx, Manhattan, Queens, Brooklyn, or Staten Island depot.

It is also understood that Dispatchers in the Staten Island, Brooklyn, and Queens Divisions of the Department of Buses will supervise any and all runs or trucks assigned to their assigned location whether or not the runs emanate from a Bronx, Manhattan, Queens, Brooklyn, or Staten Island depot.

**Transportation Pass:**

19. All Employees and retirees will receive a transportation pass which can be used on both OA and TA facilities. Spousal passes will be eliminated.

**Check Cashing:**

20. Effective January 1, 1995, check cashing time and service where and if they exist will be eliminated.

**Command Center:**

21. Dispatchers assigned to the Command Center in East New York may be required to cover lunch periods at a designated divisional desk whether or not the bus line or depot of origin is from the Bronx, Manhattan, Staten Island, Brooklyn or Queens Divisions of the Department of Buses. Dispatchers will be assigned for such coverage at Management's sole discretion.

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Appendix A

Transit Supervisors Organization

Operating Unit

Gainsharing

It is the intent of the parties to establish a Gainsharing Program, whereby employees who participate in jointly adopted programs to increase productivity will receive a share of the savings generated.

1. Gainsharing Program:

a. In the Bronx and Manhattan Divisions of MTA New York City Transit's Bus Department a Joint Labor-Management Committee composed of two (2) management representatives and two (2) union representatives will meet to consider work productivity issues which will enhance the cost effectiveness and/or efficiency of Transit. The Committee will review current work practices and consider alternatives which will reduce the cost of operating the system without diminishing service. However, Transit waives none of its right to exercise all management prerogatives as set for the in the Management Rights clause of this Agreement, including but not limited to the level and type of service enhancement; nor does the Union waive any contractual right or working condition secured to it by the collective bargaining agreement.

b. Upon the recommendation of a Joint Committee to implement a gainsharing project, a program shall be established. The savings associated with any gainsharing program, which may include a pilot phase if the Committee so recommends, will be determined by periodic audits conducted by Transit's Office of Internal Audit. If the Union disagrees with the findings of Transit's Office of Internal Audit, the parties will select an independent outside auditor. If the parties cannot agree on an independent outside auditor, the contract arbitrator will select an independent outside auditor. The determination of the independent outside auditor will be binding on the parties. After completion of the Audit, the cost savings will be quantified.

c. Effective May 1, 1993, or on a subsequent date as described below savings thus quantified shall be distributed to employees involved in each program as follows: a sum up to but not to exceed 1% of the annual wages of the employees shall be distributed to employees as wage increases, provided however, that wage rates may not vary for any particular title. Anything beyond shall be divided as follows: 1/3 to employees, in cash; 1/3 to the Authority; and 1/3 to provide service enhancements to the public provided that the Authority is not otherwise required to reduce existing service. If the quantified savings do not generate 1% of the annual wages of the employees by May 1, 1993, the 1% wage increase will be made effective on the subsequent date when the 1% wage increase will be made effective on the subsequent dated when the 1% savings is annualized. In order to prevent creating different wage rates for the same title, the 1% wage increase may, by agreement of the parties, be converted a cash payment.



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d. By mutual agreement, the parties may discontinue gainsharing programs. In this case, the payments associated with such discontinued gainsharing programs shall also cease.

e. The recommendations of the Joint Committee and the amount of cost savings are not subject to the grievance procedure of the collective bargaining agreement. Recommendations of the Committee to proceed with a Gainsharing project must be unanimously approved by its members. In the event of disagreement either party may appeal a decision of the Committee to the Presidents of the Authority and the Union. Failure of the Committee and the Presidents to agree on a project recommendation will be deemed a rejection of the project.



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## APPENDIX B

It is understood that the additional health benefit costs that arise out of the passage into law of the 25/55 pension plan (A.12060 and 58420A) for TSO Operating Unit represented supervisory employees shall be borne by all employees represented by TSO. The parties will negotiate as to the amount of such cost immediately following ratification of this agreement. If no agreement is reached regarding such cost, either party may request the current Impartial Arbitrator to appoint a special arbitrator to decide what the cost is. Such request may be made at any time but no sooner than 30 days after ratification of this agreement. The Special Arbitrator's decision shall be issued no later than January 31, 1996. It is further understood that the cost shall be imposed in a manner that parties shall hereafter agree to. If the parties do not agree, the health benefit costs will be split in half with each half payable out of the agreed upon wage increases for the last two years of the 1991-1998 collective bargaining agreement. Such imposition of costs shall be implemented during the term of the 1991-1998 bargaining agreement.

The obligations imposed by this agreement shall be incorporated and implemented as part of the 1991-1998 collective bargaining agreement.

Agreed To:

*Carmen S. Suardy*  
 Carmen S. Suardy  
 Vice President  
 Labor Relations

Agreed To:

*Michael Collins* 7/11/95  
 Michael Collins  
 President  
 Transit Supervisors Organization



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[Signature]

Appendix C

Transit Supervisors Organization

Operating Unit

Disciplinary and Contractual Grievance Procedure

Article V. Disciplinary Procedure

The right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Operating Authority.

In the event charges are made against an employee covered by this Agreement, he/she shall be notified in writing by his/her Location Chief of such charges. The Location Chief shall, in cases of theft, insobriety, insubordination, or other serious dereliction of duty, have the right to suspend an employee covered by this Agreement immediately.

In the event an employee or the Union disputes any disciplinary action taken under this Article, then the provisions of the Grievance Procedure provided in Article VI of this Agreement shall be followed. Management shall have the right to increase or decrease any disciplinary penalty appealed by an employee pursuant to Article VI.

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.

Upon the mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to 30% of his/her regular salary during the period in question. For the purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration. The Authority shall not deduct more than thirty (30%) of an employee's weekly salary in any week.

The provisions set forth in the paragraph noted above will not apply to a suspension imposed at any of the steps of the grievance procedure or to an employee suspended pending dismissal.

Article VI. Grievance Procedure.

The term "grievance" or "complaint," as used in this Agreement, means any dispute arising out of the interpretation and application of the provisions of the collective bargaining agreement in effect between the parties.

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, or breach of the provisions of this Agreement.

The Impartial Arbitrator shall have the authority to decide all grievances and



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complaints but he/she shall not have the authority to render any opinion or make any recommendations (a) which amend, modify or change this Agreement or any of its terms; (b) limit or interfere in any way with the statutory powers, duties, and responsibilities of the Operating Authority in operating, controlling, and directing the maintenance and operation of the transit facilities, or with the Operating Authority's managerial responsibility to run the transit lines safely, efficiently, and economically.

1. All grievances at each step shall be appealed in writing.

2. Step I

Any grievance or complaint which an employee may have shall be presented by the employee and his/her Union representative to the employee's Department Head or designee [Location Chief] by Department or Division within five (5) days after the grievance arose. General Superintendents or Superintendents may hold disciplinary, grievance, or administrative hearings.

[Step II]

[In the event that the matter is not satisfactorily adjusted within seven (7) days after the presentation to his/her Location Chief, the case must be referred, at the request of the employee's Union representative within an additional three (3) days, to the employee's Department or Division Head or his/her designated representative. The employee's Department or Division Head or his/her designee shall render his/her decision within seven (7) days after the closing of the hearing. The Department Head or Designee shall hold a hearing within seven (7) days of the appeal.]

Step II [Step III]

In the event that the matter is not satisfactorily adjusted with the Department [or Division] Head or designee, then the Union must, within three (3) days after the receipt of written notification from the Department Head or his/her decision, submit the dispute in writing to the Deputy Vice President, Labor Disputes Resolution or his/her designee or designees. The Deputy Vice President, Labor Disputes Resolution or his/her designee or designees shall, with seven (7) days, hold a hearing on the grievance, with due notice to the Union, and within seven (7) days after such hearing is closed, the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee or designees shall deliver to the Union in writing his/her decision on the disposition of the grievance. [At the present time the designees for Step III hearings are the Director of Labor Relations, OA and his/her staff.] This hearing shall be held at Walnut Depot or at whatever facility to which the Labor Relations Department moves from Walnut Depot.]

3. If the Union is not satisfied with the disposition of such grievance by the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee or designees, made as provided in Paragraph 2 above, at the written request of the party hereto desiring arbitration as herein provided, the matter shall be submitted to decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to Paragraphs 2 or 4 of this Article, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written



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decision of the Deputy Vice President, Labor Disputes Resolution or his/her designee or designees.

If the requested arbitration arises out of any other dispute between the parties arising out of the collective bargaining agreement, as provided for in paragraph 5 below, the request for such arbitration shall be made within five (5) days after such dispute arises. The request for arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

4. Any serious contractual violation questions shall be appealed in writing directly to the Deputy Vice President, Labor Disputes Resolution. Such appeal shall include a statement as to what contractual provision was allegedly violated by management and the remedy sought. The Deputy Vice President, Labor Disputes Resolution or his/her designee shall set a hearing within seven (7) calendar days after receipt of the appeal and render his/her decision within seven (7) calendar days following the hearing. Should these time limits not be met, the Union shall have the right to proceed to arbitration.

5. In cases of suspension or dismissal, except in cases of theft, insobriety, insubordination, or other serious dereliction of duty, the Union may appeal directly to arbitration such action providing the Deputy Vice President, Labor Disputes Resolution receives written notice of the action to be arbitrated which includes a statement as to the specific contractual provisions allegedly violated and the circumstances which allegedly constitute the violation at least seven (7) days prior to the arbitration.

6. The time limitations, as provided herein shall in every case be exclusive of Saturdays, Sundays and holidays, and the Impartial Arbitrator shall be empowered to excuse a failure to comply with the time limitations for good cause shown. Any step of the grievance procedure may be waived by agreement of the parties in writing. Such agreement shall be between the Deputy Vice President, Labor Disputes Resolution and the President of the Union or their designees.

After both the Union and the Operating Authority have been given an opportunity to be heard and to submit proof as may be desired, the decision in writing of such Impartial Arbitrator shall be binding and conclusive upon the employees to whom this Agreement applies and upon all the parties hereto. In the event that the parties hereto cannot agree upon the time and place to be fixed for such hearing, said Impartial Arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing, and the filing of a telegram for sending or the mailing of a letter containing such notice, shall be deemed to be the giving of such notice.

The party requesting postponement of a scheduled arbitration hearing shall pay the cancellation fees, if any.

In case the Impartial Arbitrator hears testimony of or proof by any special service men or investigators whose identity the Operating Authority desires should not be known, such testimony or proof shall be given before the Impartial Arbitrator with no one else present, and any records, reports or actions of the Impartial Arbitrator with reference thereto shall refer to such witnesses by number only, so



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that their identity shall not be known.

Furthermore, if there is presented to the Impartial Arbitrator for decision any matter involving theft or drunkenness of any employee, the only question to be determined by the Impartial Arbitrator in any case shall be with respect to the fact of such theft or drunkenness, as the case may be, and in case the fact of theft or drunkenness is found by the Impartial Arbitrator, then the action by the Operating Authority, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

[The parties have agreed to designate Professor Daniel Collins as the Impartial Arbitrator for the term of this contract.]

[If the office should become vacant, the parties shall designate an alternate Impartial Arbitrator.]

The Impartial Arbitrator shall be selected by mutual agreement of the parties to serve as such for the period agree to by the Union and the Authority.

Should, at any time during the term of this Agreement, if the Impartial Arbitrator is unable to serve, a replacement will be selected by mutual agreement of the parties to this Agreement.



# MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this \_\_\_\_ day of \_\_\_\_ 1995, by the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as "the Authority") and Operating Unit of the Transit Supervisors Organization (TSO); (hereinafter referred to as "the Union").

**WHEREAS**, the Union and the Authority, have discussed the Authority's insistence that public safety requires the introduction of random testing for drugs and alcohol at the Authority; and

**WHEREAS**, the parties have agreed to a random testing program for safety sensitive titles, and

**WHEREAS**, the Authority and the Union have mutually agreed as to how to resolve these issues without the necessity of any further proceedings hereupon; and

**WHEREAS**, the parties have entered into this agreement in good faith and with the intent of expeditiously implementing a random drug/alcohol testing program which is expected to deter employees in safety sensitive titles from reporting to work in an unsafe condition and reassure the public that the Authority is providing safe transportation and a safe environment for its passengers and its employees; and

**WHEREAS**, the resolution of these issues is in furtherance of sound Labor Relations, the Union and the Authority agree that the existing collective bargaining agreement between the parties shall continue in effect, supplemented by this agreement only to the following extent:

## FIRST:

The Authority will add to its mutually agreed upon policies (hereinafter the "Policies") on Alcohol, and Drugs and Controlled Substances an additional component of random testing for employees in safety sensitive titles.

## SECOND:

No disciplinary action will be taken against an employee who tests positive for drugs and /or alcohol in a random test if (i) the employee has no record of prior positive drug and or alcohol tests at the Authority and (ii) the employee completes rehabilitation as herein described. The employee shall be referred to the Employee Assistance Program, relieved of his or her responsibilities, and given the opportunity for rehabilitation through that program. The



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employee will be in no pay status, however, he/she will be permitted to use accrued leave balances during his/her participation in the Employee Assistance Program. Once the employee is certified as drug/alcohol free and otherwise eligible for restoration under Section 9 of the policies, the employee will be restored to duty. The employee will be required to submit to an Authority administered drug/alcohol test before he or she will be returned to duty.

Employees whose first positive drug test at the Authority is a positive test for marijuana only shall be treated in accord with the above paragraph.

In the event the employee tests positive for drugs and/or alcohol a second time as a result of any alcohol and/or drug testing, including a random test, the employee shall be dismissed, except that when the second positive test occurs more than one year after the employee's restoration to duty following the first positive test, the employee will be eligible for restoration to an available, budgeted non-safety sensitive position if he/she again completes rehabilitation as described in the second paragraph above. The employee will be paid the applicable rate of the non-safety sensitive position as per the collective bargaining agreement. The "Physical Disability" section does not apply herein.

The employee will be reclassified and assigned to the non-safety sensitive position in accordance with the procedures defined in the restricted duty policy.

An employee who tests positive a third time shall be dismissed without opportunity for restoration.

**THIRD:**

Once an employee has tested positive for alcohol, whether in a random or other test, and has been restored to duty, he/she will be required to submit to a breath analysis test on an unannounced basis for a period of one year after successful completion of the Employee Assistance Program. If the breath analysis test indicates a reading of .02 mgm/cc or greater, the employee will be required to submit to a blood alcohol test.

**FOURTH:**

Refusal to take a random drug/alcohol test as directed will be deemed an admission of improper use of controlled substances, drugs and alcohol and treated as if the employee had been found positive. In addition, the



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employee will be subject to appropriate discipline for failure to comply with a direct order for which the penalty may be dismissal.

**FIFTH:**

Representatives of the Authority and the Union have met to discuss the method in which random testing will be conducted. The random testing will be conducted in a manner which accords with the appropriate standards of medical safety and which respects employee privacy and the standards of work place fairness and decency, as well as the Authority's needs for efficiency in its operation. The method of random testing will require that the Authority develop a list of unique selected numbers (e.g. social security numbers) which pool of numbers will be used for random selection; avoidance of the use of actual employees names in the selection has the purpose of avoiding any suspicion of subjectivity in selection.

The Authority will inform the Union of selection methods to be used. It is understood that mobile vans may be used to facilitate the collection of test samples with minimal work disruption and to accommodate the work locations of employees.

**SIXTH:**

Under the random testing program for alcohol, the Authority shall utilize a breath analysis test to determine whether a blood alcohol test should be given. After breath analysis test indicating a reading of less than .02 mgm/cc, there shall be no further testing. If the breath analysis test indicates a reading of .02 mgm/cc or greater the employee will be required to submit to a blood alcohol test. However, the employee may waive the blood alcohol test in which case the results of the breath analysis test will be construed as positive as defined by the policy.

**SEVENTH:**

An employee who is required to submit to a blood alcohol test following a breath analysis test will be relieved of his/her responsibilities pending the results of the blood alcohol test. Should the blood alcohol test result in a negative finding, the employee will be paid for the time held out of service as if he/she had worked.

**EIGHTH:**

The Authority provides and will continue to provide, on an on-going basis, training programs for managers and supervisors on the subject of drugs and alcohol abuse. In addition, the Authority will provide to all employees



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information and educational materials on the subject of drug and alcohol abuse.

**NINTH:**

Whenever it is feasible to do so during day time hours, the Authority will transport and escort employees to the testing site. The Authority will transport and escort employees who are required to report at night to the testing site.

Employees who are not transported and escorted are required to report for testing to the appropriate medical assessment center or other appropriate testing site, as directed by supervision, as soon as possible via public transportation. Use of an employee's personal vehicle is prohibited unless the employee is escorted by supervision. Employees who report unreasonably late after they are directed for testing or who do not appear at all shall be considered as having refused the test.

For purposes of meeting service to the public, absences created by random drug/alcohol testing will be filled as per current practice for filling any other open work.

**TENTH:**

A probationary employee who tests positive will be dismissed and not have the right to restoration. This will apply to random test as well.

**ELEVENTH:**

In the event that State or Federal statutes, rules or regulations hereafter adopted impose on the Authority the obligation to conduct drug or alcohol testing in a manner inconsistent with the provisions of this agreement and/or the policies, this agreement and/or the policies shall be amended after discussions by the parties to conform to such legal requirements.

**TWELFTH:**

This agreement supersedes any prior stipulation of agreement concerning drug testing as per the Urban Mass Transportation Administration Drug Rule.



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THIRTEENTH:

The Authority will make reasonable efforts to place the Union on equal footing with the Authority with regard to site visits to laboratories which it selects for use.

FOR: NYCTA/MABSTOA

FOR: Operating Unit - TSO

BY:

Carmen S. Suardy  
Carmen S. Suardy  
Vice President  
Labor Relations

BY:

Michael Collins  
Michael Collins  
President

DATE:

DATE:

BY:

David Rosen, Esq.  
David Rosen, Esq.

DATE:



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## Amendments To Drug Policy

- 5.3.5 When a Drug or Controlled Substance has been identified in a prior test and less than one year has elapsed since the employee's successful completion of the EAP and, where applicable, the employee has been restored to duty or where follow-up testing is allowed under FTA regulations.
- 7.1 For retesting a sample which was given pursuant to FTA drug testing regulations, the employee and the Authority will follow such regulations. For all other tests the employee shall submit a written request to the Labor Disputes Resolution Section of the Labor Relations Department including the employee's name, pass number, the date on which the samples were given. An employee will be allowed five (5) weeks from the date the results of the initial tests are reported to the employee to request a confirmation retest from another laboratory.
- 7.8 For retesting by a second laboratory of all drugs and controlled substances subject to testing by the Authorities, the definition of a "negative retest result" shall be: a laboratory test using the same procedure as the initial laboratory's confirmation test (i.e., currently, a GCMS test) which reports that there is present less than one-half of the minimum quantitative cut-off level used by the initial laboratory to confirm that a specimen has tested positive. This subsection shall not apply to retesting procedures regulated by FTA drug testing regulations.



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## Amendments To Alcohol Policy

### 4.0 Definitions

4.1 *Unfit due to indulgence in an alcoholic beverage (a positive finding)* - A reading of an alcohol concentration of .04 or higher or in accordance within FTA regulations.

5.1.4 When an employee has tested positive for alcohol, whether in a random or other test, and has been restored to duty, he/she will be required to submit to a breath analysis test on an unannounced basis for a period of one year after successful completion of the Employee Assistance Program (EAP) or where follow-up testing is allowed under FTA regulations.

5.3 The Authority, where feasible, shall utilize a breath analysis test to determine the employee's alcohol concentration. After a breath analysis test indicating a level of .02 or greater a confirmation breath analysis test will be conducted. The employee may also be required to submit to a blood alcohol test.

Add 5.4 An employee who registers in the range of .02 to .039 on a breath analysis test will be removed from service for the rest of his or her tour without pay. No discipline will result from the test result.

Section 6.2 shall read:

6.2 When a breath analysis or blood alcohol test finding is positive for an employee with one (1) or more years of service, in the absence of any in-service incident that resulted in harm or injury to any person where it is reasonable to conclude that alcohol/drug use could have contributed to the incident, the employee, in the first such instance, will be suspended from duty for thirty (30) work days without pay. The employee will be referred to the Employee Assistance Program (EAP) and will be required to participate in counseling. Where EAP recommends restoration to full duty the employee shall be restored to duty following examination by the Authority's Medical Services Department, provided he/she has served the thirty (30) day suspension period.



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- 6.3 When a breath analysis or blood alcohol test finding is positive for an employee with one (1) or more years of service; following an incident that resulted in harm or injury to any person where it is reasonable to conclude that alcohol use could have contributed to the incident, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

#### Section 10.6

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*On Collins*  
*7/11/91*  
*[Signature]*  
 Appendix E

## Operating Unit - Transit Supervisors Organization

### Injury on Duty/Physical Disability

#### Article 14. Injury on Duty

The first paragraph shall be amended as follows:

A. An employee incapacitated from performing any type 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 Transit Authority may determine, a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation law an amount after taxes equal to his/her after tax wages for a forty (40) hour work week.

#### New second paragraph

If the Workers' Compensation payment granted pursuant to law is equal to or greater than the amount the employee was receiving prior to the period of incapacity, after taxes, for a forty (40) hour work week, the employee shall not receive any differential payments. 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 (70) percent of his/her earnings on the date of the original accident as set forth herein.

The instances for denial of differential are reduced as follows:

No differential shall be granted:

- (1) Unless the employee sustained an accidental injury while engaged in the performance of his/her assigned duties for the Authority and such accidental injury was the direct cause of the employee's incapacity for work.
- (2) If the employee tests positive for alcohol, drugs or controlled substances which testing was initiated by the incident which caused the harm or the injury to the employee.
- (3) If the employee failed to report for any work within title when directed that they are medically qualified to perform.
- (4) If the employee does not give due notice of the accident or does not report to the Authority's designated physician(s) for examination or re-examination.



M. Collins

7/11/95 *[Signature]*

when told to do so. This provision shall not be used to require an employee to report for examination at unreasonable times and frequency.

#### Physical Disability

The certification of conditions to be met will be reduced to the same conditions as listed in the instances for denial of differential as listed above. Any employee who has been disqualified by a medical consultant utilized by Authority and who disputes the medical findings of the examining consultant, shall have the right to utilize the provisions of the grievance procedure.

*[Signature]*







*M Collins*  
*7/11/95*  
*For [unclear]*



## New York City Transit

July 11, 1995

Mr. Michael Collins  
 President  
 Transit Supervisors Organization  
 10 West Fordham Road  
 Bronx, New York 10468

**RE: 1991- 1998 Sideletter**

Dear Mr. Collins:

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.a. The Union 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 of any equivalent title for MaBSTOA, employees in the titles above Dispatcher, Deputy Supervisor or any equivalent title. In no event 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, nor shall there be any other challenge to the establishment or filling of Superintendent positions (including Deputy Superintendent) or equivalent titles in NYCTA or MaBSTOA.
- b. The TSO hereby waives any right that may exist to seek representation for such titles or positions or to bring any other challenge precluded by (a) above until such time as the parties to this Agreement enter into a written agreement otherwise. It is specifically agreed that this paragraph shall survive the expiration of the current collective bargaining agreement or any successor collective bargaining agreement.
- c. The parties further agree that this paragraph shall not affect the TSO's petition in PERB CASE NO. C-3994 in which it is seeking to represent certain New York City Transit Authority employees in the Division of Stations in the Title of Station Supervisor, Level II, nor in the petition by the Transit Authority seeking to review and reverse the determination of PERB, such petition having been filed in Supreme Court, Kings County with Index No. 2273/94. Should the certification by PERB in Case No. C

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*7/11/95*



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7/11/95

Mr. Michael Collins

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July 11, 1995

- 3994 be finally upheld, such certification may continue to exist as an exception to (a) above. This Agreement shall not have any effect upon NYCTA/MaBSTOA's defense in the pending proceeding based upon the language of the prior agreements.
2. Effective June 1, 1986, 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 funds provided in Article X, paragraph 5a of the agreement.
  3. The Authority agrees to continue its participation in the joint labor-management committees on working conditions, facilities and pick procedures.
  4. Every effort will be made to keep supervisors and their union representatives informed of substantial changes in procedures directly affecting their work.
  5. The Authority agrees to concentrate "sick investigations" on employees with chronic or suspected abuse of sick leave. The Union agrees to cooperate to eliminate sick leave abuse.
  6. The Authority agrees to supply full length clothing lockers to supervisory employees in the title of Line Supervisor and Dispatchers as needed.
  7. The Authority agrees, except when emergency prevents, that for those Surface Line Dispatchers on the extra list, the "two (2) consecutive days rest during each calendar week" provided in Article 1, Paragraph (b) of the Schedule of Working Conditions shall provide at least fifty-six (56) consecutive hours.
  8. The Authority agrees to forward to the Transit Supervisors Organization a copy of any notice of charges to be filed against any employee entitled to be represented by the Organization. Such notice will be sent to the union's mailing address. The Authority further agrees to permit the examination, by a designated representative of the Organization of those records in an employee's personnel folder relevant to the charges filed against him/her, or the penalty that might result therefrom, if the employee involved consents to such examination.
  9. The depot "as assigned" Line Supervisor may not be shifted between depots when there is an open trick available in his/her own depot.

E. Collins, Jr.  
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Mr. Michael Collins

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July 11, 1995

10. I.D. badges will be provided for Line Supervisors with the provision that lost badges will be replaced at the employee's expense.
11. When determining a penalty for a disciplinary violation for which an employee has been found guilty, the hearing officer shall review the employee's record for the previous three years except that an employee's entire record will be considered when such violation is for a serious offense.
12. MaBSTOA shall follow Transit Authority policy as to break-in time for dispatchers picking a new truck.
13. MaBSTOA shall provide parking facilities for unit members where feasible at no cost to the Authority.
14. No charge shall be made against pending credit for Union officers for time spent on Union business under the same conditions and requirements as exist regarding officers of the Transport Workers Union.
15. MaBSTOA shall seek to expedite payment of differential for injury on duty.
16. MaBSTOA policy as to stolen property allowances shall be the same as exists in the Transit Authority for similar titles.
17. Maintenance Line Supervisors shall be allowed overtime if they are assigned in the depots more than 15 additional men, or in the shops more than 30 additional men, pending resolution of this matter by the Productivity joint Special Committee. This issue is to be submitted to the Committee within 30 days after the execution of this agreement.
18. Unless mutually agreed to, the maintenance depot pick each year shall be effective in January.
19. The Maintenance Chairman, Transportation Chairman and one other employee shall be released eight hours per day for labor-management activities. Such employees may work overtime consistent with Article II of the working conditions.
20. An active MaBSTOA supervisory employee who is in the Tier II or Tier II retirement plans, shall continue to have the same death benefit as a Transit Authority operating supervisory employee who is in the "Modified Transit Plan" Tier II, Tier III or Tier IV pension plans.

*Carman*  
*Frederick*  
7/11/95



Mr. Michael Collins

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July 11, 1995

Although the total death benefit will not change, the insurance portion of the death benefit will be the same as a Transit Authority supervising employee who is in the above pension plans.

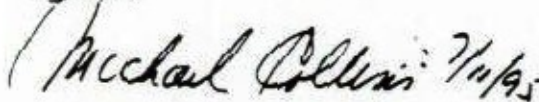
21. Dispatcher work assignments for the following day will be posted by 2:00 P.M.
22. TSO represented employees covered under the Transit Sick Leave Plan will also be permitted to apply for additional sick leave benefits subject to eligibility requirements (ten (10) or more years of continuous service with the Authority and having exhausted all available leave benefits) as well as the Transit policy criteria outlined in its April 1992 memorandum. This policy criteria is subject to change at Management's discretion. Decisions regarding the approval or denial of additional sick leave applications are at Management's sole and absolute discretion and are not subject to the contractual grievance procedure.

Sincerely,

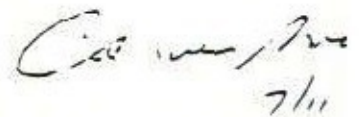


Carmen S. Suardy  
Vice President  
Labor Relations

Agreed:



Michael Collins  
President  
Transit Supervisors Organization





*Mc Collins*  
*7/11/95*  
*in NY - 11/95*



## New York City Transit

July 11, 1995

Mr. Michael Collins, President  
Transit Supervisors Organization (MaBSTOA)  
10 West Fordham Road  
Bronx, NY 10468

Dear Mr. Collins:

As you know the parties have been in discussions regarding the issues raised by the passage into law of the 25/55 pension bill. A separate Appendix B to the 1991-1998 Memorandum of Understanding between Transit and the TSO operating unit specifically addressed the issue of the additional health care costs generated by the legislation. Appendix B states that the costs shall be borne by all employees in the bargaining unit and that if the parties cannot agree on the health care cost amount the dispute will be resolved through an arbitration procedure. Finally the appendix states that the parties will agree on the manner in which the costs will be paid. If the parties do not agree, the health benefit costs will be split in half with each half payable out of the agreed upon wage increases for the last two years of the 1991-1998 bargaining agreement.

The language of Appendix B closely resembles similar agreements reached with the ATU 726, the ATU 1056, and TSO Queens bargaining units. It is noted that subsequent to our agreements with those bargaining units, additional analysis has been done and some issues not specifically resolved by those agreements have now come to the forefront.

The issue of how the health care contributions will be allocated for employees who retire as TSO Supervisors but who began their Transit service in a title not represented by the TSO, needs to be further discussed and resolved. It is understood that if this issue cannot be resolved by the parties it will be added to the issues that will be decided by the Special Arbitrator referred to in Appendix B.

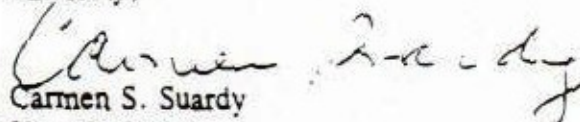


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M Collins 7/11/95  
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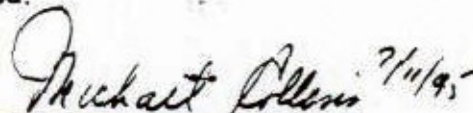
Mr. Michael Collins  
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July 11, 1995

If the above meets with your understanding, please indicate by signing in the space provided below.

Sincerely,

  
Carmen S. Suardy  
Vice President  
Labor Relations

Agreed:

  
Michael Collins  
President  
Transit Supervisor Organization