

Memorandum of Understanding

AGREEMENT made between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authority") and the Transit Supervisors Organization, Career and Salary, TWU Local 106, AFL-CIO (hereinafter referred to as the "Union"). The Union and the Authority shall be jointly referred to as the "Parties."

It is mutually agreed that the collective bargaining agreement between the Authority and the Union be amended as follows:

1. Term of Agreement

The term of this agreement shall be effective from December 1, 2007 and continue through December 17, 2009.

2. Wages

The annual salary for employees represented by the Union shall be increased as follows:

Effective December 1, 2007, the annual salaries in effect on November 30, 2007 shall be increased by four percent (4.0%).

Effective December 1, 2008, the annual salaries in effect on November 30, 2008 shall be increased by four percent (4.0%).

The hiring rate for new employees shall continue to be 15% lower than the incumbent rate.

Night/Shift Differential rates will be increased by the same percentages as those set forth above for annual salaries.

3. Longevity Payments

Effective December 17, 2009, in-title longevity payments provided for in Article VI.B. of the Collective Bargaining Agreement will be increased by four percent (4.0%) over the November 30, 2007 payment schedule.

Effective December 17, 2009, continuous service payments provided for in Section 5 of the 1997-1999 Memorandum of Understanding will be increased by four percent (4.0%) over the November 30, 2007 payment schedule.

4. Retroactive Payments

Retroactive salary increases and longevity payments shall be granted only to employees who at the time of full and final ratification of this Agreement were incumbents in titles covered by this Agreement and only for service performed during the effective periods. However, employees, except those dismissed for cause, who left the bargaining unit during the effective periods shall be entitled to the above increases in wages and longevity on a pro-rata basis. As soon as practicable following ratification by the members of the Union and approval of the



MTA Board, such retroactive increases will be implemented.

5. Vision Coverage

As soon as practicable upon full and final ratification of this Agreement, active incumbents and those who retired on or after January 1, 2011 will be entitled to a maximum allowable reimbursement for eyeglass frames or contact lenses of \$40.75 / \$180.00 at GVS and all participating stores, or an equivalent reimbursement benefit at another vendor with no additional cost to the Authority.

6. Ratification

This Agreement is subject to ratification by the members of the Union and approval of the MTA Board.

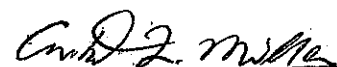
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED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

IN WITNESS WHEREOF, the parties have set their hands and seals as of this ____ day of October 2010.

State of New York
County of New York

For: New York City Transit Authority

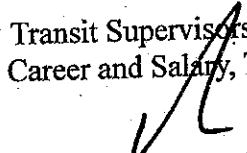
For: Transit Supervisors Organization,
Career and Salary, TWU Local 106



Anita L. Miller
Acting Vice President, Labor Relations

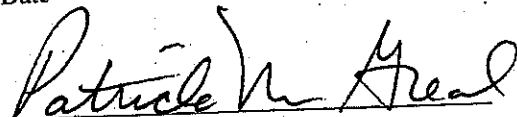
11/4/10

Date


Vincent Modafferi
President

11-2-2010

Date



Patrick McGreal
Senior Labor Relations Administrator

11/4/10

Date

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authority") and the Transit Supervisors Organization, Career and Salary, TWU Local 106, AFL-CIO (hereinafter referred to as the "Union"). The Union and the Authority shall be jointly referred to as the "Parties."

It is mutually agreed that the collective bargaining agreement between the Authority and the Union be amended as follows:

1. **TERM**

The term of this Agreement shall be effective from April 1, 2005 and continue through November 30, 2007.

2. **WAGES**

The annual salary for employees represented by the Union shall be increased as follows:

Effective April 1, 2005, the annual salary in effect on March 31, 2005 shall be increased by 3.15 percent.

Effective May 1, 2006, the annual salary in effect on April 30, 2006 shall be increased by 2.0 percent.

Effective November 1, 2006, the annual salary in effect on October 31, 2006 shall be increased by 4.0 percent.

The hiring rate for new employees shall continue to be 15% lower than the incumbent rate.

3. **IN-TITLE LONGEVITY**

Effective November 30, 2007, the in-title longevity under Article VI. B. of the collective bargaining agreement shall be increased by \$700. The schedule is amended as follows:

	Effective 4/1/2004	Effective 11/30/2007
At 5 Years Service	\$ 568	\$1,268
At 12 Years an additional	<u>625</u>	<u>625</u>
Total at 12 Years Service	\$1,193	\$1,893

4. **HEALTH BENEFITS**

As soon as practical following ratification of this Agreement, the current \$70 cap on Mental Health and Substance Abuse reimbursement shall be eliminated and replaced with reimbursement at 80% of reasonable and customary costs as defined by the major medical insurance carrier, currently United Healthcare. Effective January 1,

2007, the United Healthcare annual deductible of \$200 per individual and \$400 per family shall be eliminated.

5. **OVERTIME**

An employee required to report for work on his/her regularly scheduled day off shall be guaranteed a minimum of 4 hours pay.

The overtime cash caps will continue to be set at a level consistent with the caps applicable to Transit Authority employees in similar titles. Effective April 1, 2005 the cap is \$63,938; effective May 1, 2005 the cap is \$65,217; effective November 1, 2006 the cap is \$67,826.

6. **DEATH IN FAMILY LEAVE**

The definition of "immediate family" set forth in the death in family leave provision, Article IX Section 4.0 (a), shall be amended to include grandchild.

7. **LIST OF REPRESENTED EMPLOYEES**

During January of each year, the Authority shall provide the Union with a list of employees represented by the union. Such lists shall contain the employees' names, pass numbers, home addresses, job titles, and divisions.

8. **TITLE MODIFICATIONS**

The Assistant Field Manager title shall be renamed to Transit Support Coordinator Level I. Transit Support Coordinator Level I shall be included under the recognition clause, Article II, of the collective bargaining agreement between the Parties. Current incumbents in the Assistant Field Manager title shall be grandfathered into the Transit Support Coordinator Level I title. The existing working conditions for incumbents in the Assistant Field Manager shall apply to incumbents in the title Transit Support Coordinator Level I except as herein modified. Effective at ratification, the \$2,000 task differential shall be eliminated and rolled into the base annual rate of pay and the minimum and maximum salary range for the Level I title.

The Authority shall establish a new title to be named Transit Support Coordinator Level II. Upon establishment of the new title, it shall be included under the recognition clause, Article II, of the collective bargaining agreement between the Parties. The salary range for the new Level II title shall be established at 15% above the range for the Level I title. The Expression of Preference provision applicable to Level I employees shall not be applicable to Level II employees. All other working conditions for employees in Transit Support Coordinator Level II shall be the same as those applicable to Transit Support Coordinator Level I.

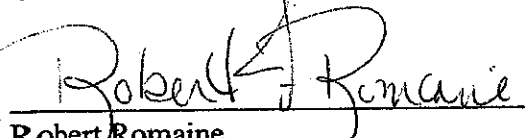
9. This Agreement is subject to the approval of the MTA Board and ratification by the members of the Union.

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 PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE IT IS REQUIRED.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the ____ day of _____ 2006.

New York, New York

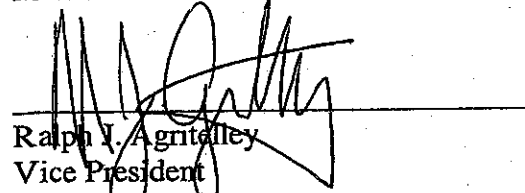
**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
CAREER & SALARY**



Robert Romaine
President

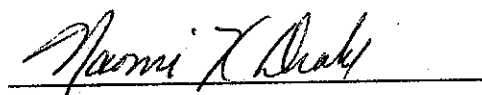
11/17/06
Date

**MTA NEW YORK CITY TRANSIT AUTHORITY /
MANHATTAN BRONX SURFACE TRANSIT OPERATING AUTHORITY**



Ralph I. Agritaley
Vice President
Office of Labor Relations

11/20/06
Date



Naomi Drake
Director
Labor Research & Negotiations

11-20-06
Date

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the MTA New York City Transit and the Manhattan and Bronx Surface Transit Operating Authority (hereinafter collectively referred to as the "Authorities") and the Transit Supervisors Organization, Career and Salary, TWU Local 106, AFL-CIO (hereinafter referred to as the "Union"). The Union and the Authorities shall be jointly referred to as the "Parties."

It is mutually agreed that the collective bargaining agreement between the Authorities and the Union be amended as follows:

1. **TERM**

The term of this Agreement shall be effective from April 1, 2002 and continue through March 31, 2005. This agreement is subject to approval by the Metropolitan Transportation Authorities ("MTA") Board and ratification by the membership of the Union.

2. **WAGES**

The annual salary for employees represented by the Union shall be increased as follows:

Effective April 1, 2003, the annual salary in effect on March 31, 2003 shall be increased by 3.0 percent.

Effective April 1, 2004, the annual salary in effect on March 31, 2004 shall be increased by 2.0 percent.

An additional 1% wage increase will be available subject to identification of funding through a Joint Labor/Management Committee on Productivity Initiatives. Resources generated can be used to provide an additional salary increase in the third year and /or allow for improvement of Authority benefit modifications for new employees.

Night/Shift Differential rates and longevity rates will be increased by the same percentages as those set forth above for annual salaries.

3. **LUMP SUM**

As soon as practicable following the ratification of this Agreement, employees will be eligible for a \$1,000 pensionable lump sum payment in accordance with the following requirements:

- Employees who are on the active payroll as of the date this Agreement is ratified.
- Employees in a paid status for some portion of April 1, 2002 through March 31, 2003 and were in an unpaid status on or after the date this Agreement is ratified shall be eligible for the lump sum when they return to work.

- Employees who worked the full period from April 1, 2002 through March 31, 2003 and who retired on or after March 31, 2003 shall receive the lump sum payment.
- Employees who voluntarily resigned, were terminated for cause, suspended or failed probation are not eligible for the lump sum payment.
- The lump sum payment shall not be recurring and shall not be rolled into base wages.

4. **INCUMBENT EMPLOYEE PROTECTIONS**

All employees in this unit who were hired prior to July 1, 2004, will not be considered "new employees" for the purposes of this Agreement.

All employees, who were hired prior to July 1, 2004, who transfer from other Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA") positions and/or bargaining units, and those employees hired prior to July 1, 2004 who are promoted from Local 106 (TSO) bargaining unit positions to other bargaining unit positions also represented by Local 106 (TSO), will not be considered "new employees" for the purposes of this Agreement.

5. **NEW EMPLOYEE HIRE RATES**

The hiring rate for new employees hired on or after July 1, 2004 will be 15% lower than the incumbent rate. After any two years of fulltime service with MaBSTOA, employees will earn the incumbent rate.

The Vice President of Labor Relations may, after notification to the Union, exempt certain hard to recruit titles from the "new employee" provisions set forth in this provision. Such determination is final and not subject to the arbitration procedure.

6. **401K**

Effective as soon as practicable following final ratification of this Agreement the Authority will offer employees the option of opening a 401(k) account on the same terms and conditions as currently in effect, as it may be amended.

7. **SICK LEAVE**

New employees hired on or after July 1, 2004 will be credited with 10 days of sick leave per year for the first five years of employment.

8. **SICK LEAVE CASHOUT**

Effective August 1, 2004, the parties agree to establish a sick leave cash out program as follows:

Immediately prior to final separation from employment with the Authorities, a sick leave cashout shall be granted to employees who have completed (10) or more years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of sick leave. This payment will be based on straight pay at the rate in effect at the time of separation.

Employees who are terminated, suspended, or resign or retire because of, or in anticipation of, disciplinary action shall not be entitled to the sick leave cashout provisions herein.

9. **HOLIDAY SCHEDULE**

New employees hired on or after July 1, 2004 will be eligible for only one personal leave day per year.

10. **VACATION SCHEDULE**

New employees hired by the Authority on or after July 1, 2004, will receive the following vacation schedule (the number of vacation days will be based upon the number of years of service with the Authority):

Years of Service	Number of Days
1-3 Years	10 Days
4-9 Years	15 Days
10-15 Years	20 Days
16+ Years	25 Days

The terminal vacation computation, as defined in Section 2.7(2) of the Collective Bargaining Agreement, shall be modified accordingly to reflect the changes in the vacation schedule for new employees hired by the Authority on or after July 1, 2004. These changes will only be applicable to new employees hired on or after July 1, 2004.

11. **NIGHT SHIFT DIFFERENTIAL**

For new employees hired on or after July 1, 2004, night shift differential will be in effect from 10:00 pm to 5:59 am for the first three years of employment.

12. **TUITION REIMBURSEMENT**

The Authority agrees to offer represented employees, as soon as practicable, the same tuition reimbursement benefits offered to the non-represented Authority employees, as it may be amended.

13. **HEALTH BENEFITS**

The parties agree that TSO members will be eligible for domestic partner benefits in accordance with the requirements and procedures established by the Authority.

14. **VISION COVERAGE**

The Authority agrees to provide represented employees, including active and retired TSO Career and Salary employees, as soon as practicable, the same vision coverage offered to TSO Operating Unit.

15. **LIFE INSURANCE COVERAGE**

The Authority agrees to provide represented employees life insurance coverage in the same manner and amount as is currently offered to TSO Operating Unit and Queens Supervisory Unit.

16. **EXPRESSION OF PREFERENCE FOR ASSIGNMENT - ASSISTANT FIELD MANAGER**

The Authority will post all jobs and allow Assistant Field Managers ("AFM") to express a preference of the posted jobs, but such expressed preferences shall not be binding on the Authority. The Authority shall have the right to assign AFMs, and such decision shall be final and binding, and not subject to the arbitration process.

17. **PROBATIONARY PERIOD**

All new hires into the unit are subject to a one (1) year probation. During this probationary period, a review will take place at three (3) months, six (6) months, nine (9) months, and no more than 30 days before the end of the one (1) year probation.

All promotions within the unit are subject to a six (6) month probation. During this probationary period, employees will be reviewed at three (3) months and no more than 30 days prior to the end of the six (6) month probation.

In all instances, the Authorities shall conduct the reviews in the presence of the employee and their bargaining unit representative.

18. **EMPLOYER CONTRIBUTION FOR HEALTH BENEFITS**

Where an employee is in an unpaid status for 30 consecutive calendar days, employer contributions for basic and supplemental health benefits will cease, except in the following circumstances where employer contributions for basic and supplemental health benefits will cease after the first four (4) months:

- 1) employees on unpaid sick leave; or
- 2) employees on maternity leave of absence without pay.

19. **JOINT LABOR/MANAGEMENT COMMITTEES**

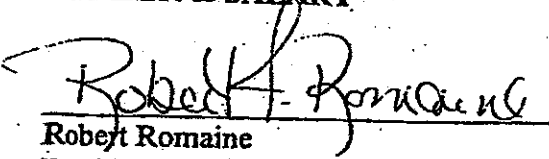
A Joint Staff TSO Career & Salary Unit Labor/Management Committee on Productivity Initiatives will meet to determine if there are any unit productivity initiatives that could be used to generate an additional salary increase in the third year, or if any additional NYC Transit efficiencies have been identified that would be applicable to this unit.

The parties agree to conduct meetings to discuss Labor/Management matters, including but not limited to issues of childcare, flextime, maximizing the potential of the represented workforce, reduction of sick leave usage and promotional opportunities for Assistant Field Managers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 15th day of July 2004.

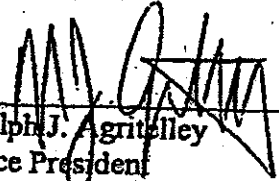
New York, New York

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
CAREER & SALARY**



Robert Romaine
President

7/15/04
Date

NEW YORK CITY TRANSIT


Ralph J. Agritelle
Vice President
Office of Labor Relations

7/15/04
Date


Christopher J. Johnson
Senior Director
Labor Research & Negotiations

7/15/04
Date

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority, (hereinafter referred to as the "Authorities") and the Transit Supervisors Organization, Career and Salary Unit, TWU Local 106, AFL-CIO (hereinafter referred to as the "Union"). The Union and the Authorities shall be jointly referred to as the "Parties".

It is mutually agreed that the collective bargaining agreement between the Authorities and the Union shall be amended as follows:

1. TERM

The term of this Agreement shall be effective from January 1, 2000 and continue in effect through March 31, 2002. This agreement is subject to approval by the Metropolitan Transportation Authority ("MTA") Board and ratification by the membership of the Union.

2. WAGES

The annual salary for employees represented by the Union shall be increased as follows:

Effective January 1, 2000 the annual salary in effect on December 31, 1999 shall be increased by 4.0 percent.

Effective January 1, 2001 the annual salary in effect on December 31, 2000 shall be increased by 4.0 percent.

Night/Shift Differential rates will be increased by the same percentages as those set forth above for annual salaries.

3. LONGEVITY

The schedule of longevity payments under the current agreement will be revised as follows:

- a) An employee with 25 or more years of continuous service shall receive the biweekly equivalent payment of an annual \$1,664 longevity effective April 1, 2000 and \$1,731 effective April 1, 2001.
- b) An employee with 20 but less than 25 years of continuous service shall receive the biweekly equivalent of an annual \$1,144 longevity effective April 1, 2000 and \$1,190 effective April 1, 2001.
- c) An employee with 15 but less than 20 years of continuous service shall continue to receive the biweekly equivalent of an annual \$850 longevity.
- d) An employee with 10 but less than 15 years of continuous service shall receive the biweekly equivalent of an annual \$624 longevity effective April 1, 2000 and \$649 effective April 1, 2001.

- e) An employee with 5 but less than 10 years of continuous service shall receive the biweekly equivalent of an annual \$520 longevity effective April 1, 2000 and \$541 effective April 1, 2001.

4. **IN-TITLE LONGEVITY**

Effective April 1, 2000 the in-title longevity under Article VLB of the contract will be increased by 4.0 percent over the March 31, 2000 schedule.

Effective April 1, 2001 the in-title longevity under Article VLB of the contract will be increased by 4.0 percent over the March 31, 2001 schedule.

5. **TASK DIFFERENTIAL**

Effective the first full pay period following ratification of this agreement, an annual task differential of \$2000, payable biweekly, will be established for the Assistant Field Manager Title. The parties agree that the Assistant Field Managers may be given the responsibility for delivery, distribution and supervision of Traffic Checker assignments at the depot. In addition, Assistant Field Managers may be given the assignment of supervising the control desk. The Union agrees that the performance of these duties will be included in the job description.

The Union agrees to withdraw with prejudice the pending PERB action relating to Assistant Field Managers performing attendance investigations. The parties will discuss Assistant Field Manager duties relating to such investigations in the next round of bargaining.

6. **PENSION PLAN AMENDMENTS**

Effective upon full and final ratification of this agreement, the Authority agrees to allow the employees to participate in the amended MaBSTOA Pension Plan.

7. **HEALTH AND WELFARE BENEFITS**

- (a) **Vision Benefit:** Effective as soon as practicable, the General Vision Services plan now offered to Nonrepresented Career and Salary employees will be established and administered by the Authorities for active employees of this Union.
- (b) **Prescription Drugs:** The current GHI prescription drug plan for active and eligible retired employees will be replaced by a card plan with no deductible, a \$5 co-payment for generic, \$10 co-payment for brand name, and \$15 co-payment for non-formulary prescriptions.
- (c) **Medical Opt-Out:** Beginning with calendar year 2002, the parties agree to allow active employees to opt-out of the Basic Medical Benefits provided by the Authority. At the end of each calendar year, those employees who have opted out and remained out for the entire calendar year shall receive a payment of \$550 for having opted-out of single coverage or \$1100 for having opted out of family

coverage. Election procedures and eligibility criteria for the opt-out will be the same as those for employees who are represented by District Council 37.

8. **TRANSITCHEK**

Effective on the earliest practicable date, the Authority will offer Transitchek benefits to employees who express interest.

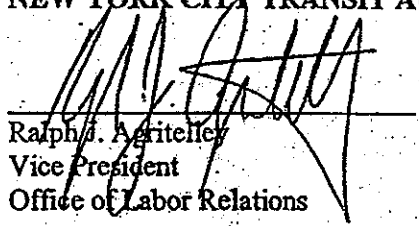
9. **JOB SECURITY/NO LAY OFF**

During the period between full and final ratification and approval of this agreement and March 31, 2002, the Authorities will not lay off or furlough any employee represented by the Union under the same terms and conditions as the no lay off agreement reached with the Transport Workers Union on December 15, 1999.

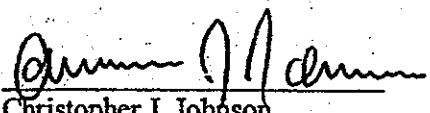
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of 5th day of October 2001. New York, New York

NEW YORK CITY TRANSIT AUTHORITY

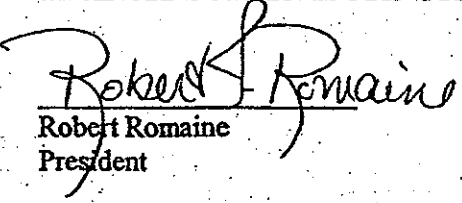

Ralph J. Agritelle
Vice President
Office of Labor Relations

10/5/01
Date


Christopher J. Johnson
Senior Director
Labor Research and Negotiations

10/5/01
Date

TRANSIT SUPERVISORS ORGANIZATION


Robert Romaine
President

10/5/01
Date



New York City Transit

November 1, 2001

Mr. Robert Romaine, President
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Moshulu Avenue
Bronx, New York 10471

Re: Side Letter

Dear Mr. Romaine:

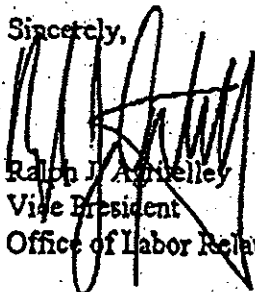
The following item relevant to a Regional Bus Company has been agreed upon as a side-letter to the 2001 Memorandum of Agreement between the New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority and the Transit Supervisors Organization, Career and Salary Unit, TWU Local 106:

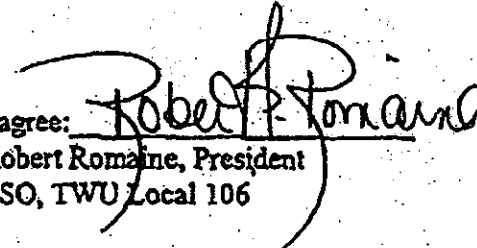
Regional Bus Company

The parties agree that the artificial distinctions that currently exist between the bus operations at the Transit Authority and the Operating Authority do not well serve the riding public or the members of the Union. In furtherance of that mutual recognition, the parties agree to convene a senior level labor/management executive committee. This committee will be charged with developing a plan to consolidate the bus operations at the Transit Authority and the Manhattan and Bronx Surface Transportation Authority into a new subsidiary of the Metropolitan Transportation Authority. The purpose of such consolidated bus company would be providing efficient, cost effective bus service in the metropolitan region transportation district. The Committee will identify impediments to the creation and efficient operation of such regional bus authority and recommend solutions to said impediments. If the parties agree that such consolidated bus company is feasible and have resolved outstanding issues then required legislation shall be jointly drafted and supported.

If you agree with the above provisions, please indicate your concurrence by signing below.

Sincerely,


Ralph J. Anselley
Vice President
Office of Labor Relations

I agree: 
Robert Romaine, President
TSO, TWU Local 106

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Authorities") and the TRANSIT SUPERVISORS ORGANIZATION Career and Salary unit (hereinafter referred to as the "Union").

It is mutually agreed that the agreement that the collective bargaining agreement between the Authorities and the Union shall be amended as follows:

1. **TERM**

The Term of the prior agreement shall conclude upon full and final ratification and approval of this agreement by the parties. This Agreement upon full and final ratification and approval by the parties is effective until December 31, 1999.

2. **WAGES**

The annual salary for employees represented by the Union shall be increased as follows:

Effective January 1, 1997, the annual salary in effect on December 31, 1996 shall be increased by 3%.

Effective April 1, 1998, the annual salary in effect on March 31, 1998 shall be increased by 3%.

Effective March 1, 1999, the annual salary in effect on February 28, 1999 shall be increased by 4.75%.

3. **DENTAL CAP**

The cap on reimbursement for dental expenses under the Travelers Dental indemnification plan shall be increased to \$2000.00 per annum.

4. **SICK LEAVE CONTROL PROGRAM**

The sick leave control procedures specified in Appendix A to this Agreement shall be effective upon full and final ratification and approval of this Agreement.

5. **LONGEVITY PAYMENTS**

Effective December 1, 1999, the Authority will make longevity payments, payable biweekly, according to the following schedules. These payments are in addition to the longevity increases currently provided under Article VI of the contract:

(a) An employee with 25 or more years of continuous service shall receive the biweekly equivalent payment of an annual payment of \$1600.

(b) An employee with 20 but less than 25 years of continuous service shall receive the biweekly equivalent payment of an annual payment of \$1100.

(c) An employee with 15 but less than 20 years of continuous service shall receive the biweekly equivalent payment of an annual payment of \$850.

(d) An employee with 10 but less than 15 years of continuous service shall receive the biweekly equivalent payment of an annual payment of \$600.

(e) An employee with 5 but less than 10 years of continuous service shall receive the biweekly equivalent payment of an annual payment of \$500.

For the purposes of this payment an employee will be deemed to be in continuous service if the employee has no lost time without pay for a period of 31 or more consecutive calendar days in a qualifying year.

Where an employee has a break of 31 or more consecutive calendar days in a qualifying year, the employee will not be credited with that year towards the years of service necessary to qualify for the longevity payments.

6. **NIGHT SHIFT DIFFERENTIAL**

Upon ratification and approval of this agreement, night shift differential payments to employees will apply to any hours worked between 8:00 p.m. and 05:59 a.m. Otherwise, differential rates will remain unchanged.

7. **COMMUNICATION DEVICES**

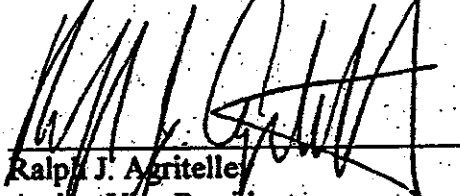
The following provision will be added to Article IX, Section 8 (Overtime):
"Employees who are required to carry communication devices (or 'beepers') shall not be restricted in their ability to travel. Notwithstanding the above, they may be required to call in or may make other mutually agreeable accommodations with the agency. Employees will receive no additional compensation for the time they are required to carry the communication device."

8. To the extent that any of the provisions of this agreement require approval of, or are subject to modification, by a federal or state agency pursuant to statute or regulations issued thereunder, they shall be subject to such approval or modification.

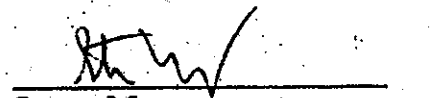
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 2nd day of December 1998. New York, New York

NEW YORK CITY TRANSIT AUTHORITY

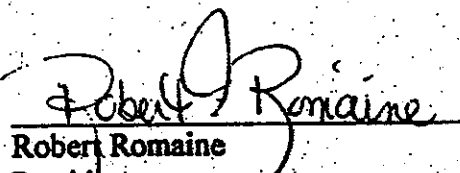

Ralph J. Agritelle
Acting Vice President
Office of Labor Relations

12/2/98
Date


Steven Mayo
Senior Director
Labor Research & Negotiations

12/2/98
Date

TRANSIT SUPERVISORS ORGANIZATION


Robert Romaine
President

12/2/98
Date

This Agreement will not be submitted to the MTA Board for approval until such time as it has been ratified by the Union membership.

12/2/98 

NEW YORK CITY TRANSIT AUTHORITY

CORRECTED VERSION

March 16, 1989

Supersedes Memorandum of March 1, 1989

TO: ALL DEPARTMENT HEADS

FROM: Brian Frohlinger, Assistant Vice President,
Labor Cost Control ProgramsSUBJECT: A REISSUE OF:
Attendance Control-Career and Salary Employees Represented
by DC 37, CWA, IBT, and Those Employees in Non-Represented Titles

The text of a March 7, 1983 memorandum on the above subject is repeated below as a reminder to all managers and covered employees:

In order to improve attendance, eliminate sick leave abuse and establish uniformity, equity and administrative control among career and salary employees the following procedure has been established:

I.

SICK LEAVE

- a. An employee having five (5) separate instances of undocumented sick leave absence in less than one year will be counseled by his/her supervisor, at which time he/she will be advised and instructed to improve his/her sick leave record. Upon the sixth instance of sick leave absence without doctor's certification in less than one year, he/she will be placed on the "Chronic Sick List" and so notified with a copy to his/her Union Representative.
- b. An employee having a recent pattern of one or two day absences, with less than one half (1/2) of his/her possible sick leave balance in the bank, will be counseled by his/her supervisor. He/She will be advised and instructed to improve his/her sick leave record. He/She will be placed on the "Chronic Sick List."
- c. Employees will be permitted to utilize one day of sick leave each year in units of one hour. For chronic sick list purposes, the fourth, sixth, and each subsequent hour of undocumented usage shall each be considered one instance.

II.

CHRONIC SICK LIST

- a. An employee who is placed on the "Chronic Sick List" must provide proof for all sick leave absences, regardless of duration. Failure to do so will be cause for disciplinary action and loss of pay if the employee would be normally entitled to same.
- b. An employee on the "Chronic Sick List," who reports sick, is subject to be examined by a doctor from Absentee Control or investigated by Special Inspectors.
- c. A list must be furnished daily to Absentee Control of all employees who are on the "Chronic Sick List" and have reported sick.

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d. The record of each employee on the "Chronic Sick List" will be reviewed every six (6) months starting with the date the employee is placed on the "Chronic Sick List." If, on the six (6) month review, the employee has two (2) or less sick instances during the previous six (6) months his/her name will be removed. However, if his/her sick leave record becomes poor again, paragraph I, above, will prevail.

e. A notice will be sent to all employees who have been removed from the "Chronic Sick List", with a copy to his/her Union Representative.

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APPENDIX E-1

NEW YORK CITY TRANSIT AUTHORITY POLICY/INSTRUCTION

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative		

1.0 POLICY

1.1

It is the policy of the Authority to operate and maintain its transportation facilities in a safe and efficient manner and to provide a safe work environment for its passengers and employees. Possession or the use of Drugs and Controlled Substances that may prevent an employee of the Authority from performing the duties of his/her job safely and/or efficiently is prohibited. In addition, it is the policy of the Authority to provide eligible employees the opportunity to rehabilitate themselves by use of counseling services as provided in this policy.

2.0 PURPOSE

2.1 The purpose of this P/I is to set forth policies and the procedures concerning employee possession or use of Controlled Substances or Drugs, as defined in paragraph 4.0.

3.0 SCOPE

3.1 This P/I shall apply to all ^{TSO} ~~TSO~~ represented employees.

3.2 Authority - For the purpose of this P/I shall mean the New York City Transit Authority, Manhattan and Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority and/or the South Brooklyn Railway Company.

4.0 DEFINITIONS

4.1 Controlled Substances - drugs or substances listed in Public Health Law Section 3306, including but not limited to marijuana (marijuana), heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, phenobarbital, or valium.

4.2 Drug - Any substance which requires a prescription or other writing from a licensed physician or dentist for its use and which may impair an employee's ability to perform his/her job or whose use may pose a threat to the safety of others.

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**NEW YORK CITY TRANSIT AUTHORITY
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DRUGS AND CONTROLLED SUBSTANCES	Administrative		

4.3 Marijuana - (Marijuana) - means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom); fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

4.4 Medical Authorization - A prescription or other writing from a licensed physician or dentist for the use of a Drug in the course of medical treatment, including the use of methadone in a certified drug program.

5.0 REPORTING AND TESTING OF CONTROLLED SUBSTANCES, DRUGS AND MARIJUANA

Reporting

5.1 Each employee is under an affirmative obligation to report to the Authority's medical department his/her use or possession of any Controlled Substance or Drug. Each employee must also report the use of any other drug or substance, whether or not used pursuant to proper medical authorization, which may impair job performance or pose a hazard to the safety of others. Questions concerning the effect of a Drug on performance should be referred to the Authority's Medical Department.

5.2 Each employee shall provide evidence of medical authorization upon request. The failure to report the use of such Drugs or Controlled Substances to the Medical Department as described in 5.1 above, or the failure to provide evidence of medical authorization upon request will result in disciplinary action and may be deemed proper grounds for dismissal. The Medical Department shall notify the employee's Department Head as appropriate.

5.3 Employees of the Authority shall submit to Drug screening testing when ordered to do so in the following circumstances:

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DRUGS AND CONTROLLED SUBSTANCES	Administrative		

5.3.1 Back-to-work physical following extended illness, suspension or unauthorized absence, (21 or more days);

RA RA 5.3.2 Biannual and/or annual periodic physicals; if applicable to the title; RRR R

RA RA 5.3.3 Physical examinations for promotion; to a safety-sensitive position; or unusual include

5.3.4 When directed by members of supervision or management following any accident or unusual incident that occurs while on duty where it is reasonable to conclude that drug/alcohol use could have contributed to the accident, except that ~~Gleaners~~ ~~(Safety-Sensitive)~~ ~~Employees~~ employees in the clerical unit shall only be tested following an incident where there is reasonable suspicion of drug use.

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;

5.3.6 When supervision or management has reason to believe that the employee is impaired by virtue of being under the influence of alcohol, Controlled Substances, including marijuana, Drugs or any other substance.

5.3.7 When the employee is classified as safety-sensitive and is selected pursuant to the random testing program.

6.0 USE OR POSSESSION OF CONTROLLED SUBSTANCES, DRUGS AND MARIJUANA

Use or possession of Controlled Substances, including marijuana, and/or Drugs is strictly prohibited.

6.1 Except as set forth in paragraph 6.7 inclusive use or possession of any Controlled Substance, as that term is defined in Section 4.0, DEFINITIONS, in violation of this P/I is strictly prohibited and will result in dismissal from service. Use or possession of any Drug, as that term is defined in Section 4.0, DEFINITIONS, in violation of this P/I is strictly prohibited and may result in dismissal from service.

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6.2 Refusal to take such test(s) as provided for under paragraph 5.3 herein will be deemed an admission of improper use of Controlled Substances or Drugs and will result in dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

Refusal to take a random drug test is treated under Section 10.3.

6.3 Any employee voluntarily reporting his/her use of Drugs or Controlled Substances may be temporarily reassigned, transferred or placed on a leave in accordance with the Authority's restricted duty policy.

6.4 When the testing is positive for controlled substances or drugs, including marijuana, and the employee has less than one year of service, he/she shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

6.5 When the testing is positive for drugs or controlled substances, excluding marijuana, for an employee with one or more years of service, the employee shall be dismissed.

6.6 An employee, with more than one (1) year of service, who tests positive for the first time for drugs or alcohol under the random drug testing program shall be treated in accordance with the provisions of Section 10.1.

6.7 When the testing is positive for marijuana for an employee with one (1) or more years of service, the employee will be referred to the ^{Employee} ~~Union~~ Assistance Program (UAP) and will be required to participate in counseling. Failure to participate in counseling shall result in dismissal. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph. In the event of an incident, the employee shall be disciplined for any misconduct or improper performance relating to the incident only, in accordance with existing rules, regulations and policies of the Authority.

^{accrued} An Employee who is referred to the ^E ~~UAP~~ pursuant to this paragraph shall be relieved of his or her responsibilities and placed on no work status without pay. The employee may request use of sick leave balances pursuant to ^{the provisions} ~~Section 2.6~~ of the collective bargaining agreement. ^E ~~UAP~~ must certify, in writing, that the employee is drug free and eligible for

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NEW YORK CITY TRANSIT AUTHORITY POLICY/INSTRUCTION

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restoration to duty. ^E DAP will notify the Authorities, in writing, when the employee has completed its program. The employee must also prove that he or she is drug free (by means of an Authority administered urine test) before he or she is returned to duty.

6.8 ^E If an employee who has tested positive for marijuana for the first time has been certified by DAP as drug free and if the Authority administers a drug test to the employee; the results from the test shall be obtained by the Authority within 72 hours. If the Authority fails to obtain a result, the employee shall be returned to pay status after 72 hours, pending receipt of test results, provided that the test result is negative.

6.9 When the testing is positive for marijuana 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 drug usage 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.

6.10 In the event that an employee tests positive for drugs, including marijuana, 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 without restoration, 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 section 8.0 and 9.0. The employee will be paid the applicable rate of the non-safety sensitive position as per the collective bargaining agreement. The employee will be reclassified and assigned to the non-safety sensitive position in accordance with the procedures defined in the restricted duty policy. Section 2.16 does not apply herein.

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

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DRUGS AND CONTROLLED SUBSTANCES	Administrative		

**7.0 PROCEDURES FOR MAKING BLOOD OR URINE SAMPLES AVAILABLE FOR
CONFIRMATION TESTING**

Employees whose drug screening tests result in a positive finding shall have the option of having the results confirmed outside of the laboratories utilized by the Authority.

When an employee or his/her representative requests that a urine sample or a frozen blood sample be sent for confirmation testing outside of the laboratories utilized by the Authority, the following procedure shall apply:

- 7.1 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.
- 7.2 Requests for confirmation of test results can only be honored if the employee chooses to give sufficient samples at the time of the original examination.
- 7.3 The employee may choose to send his/her sample to any one of the laboratories that appear on a list which is maintained by the Labor Disputes Resolution Section of the Labor Relations Department. Where an employee chooses to send his/her sample to a laboratory that does not appear on the above list, Section 7.7 shall not apply. However, the Authority shall receive a copy of the laboratory test results.
- 7.4 The selected laboratory shall be responsible for the pick-up and transport of the sample.
- 7.5 The selected laboratory shall fill out a chain of custody form which will be submitted with the test results.
- 7.6 The employee shall be solely responsible for the cost of transport and the cost of all laboratory tests requested. All arrangements for payment shall be made by the employee with the laboratory.

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DRUGS AND CONTROLLED SUBSTANCES	Administrative		

7.7 Laboratory test results shall be submitted to the Authority and the employee. Where the initial results rendered by the laboratory utilized by the Transit Authority are not confirmed, the Authority will not proceed with disciplinary action for Drug and/or Controlled Substance use.

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.

8.0 EMPLOYEE ASSISTANCE PROGRAM

8.1 The Employee Assistance Program shall provide assistance to employees who are referred to it as provided in this P/I. The EAP program will no longer service volunteers.

8.2 Employees referred to EAP programs under the provision of this policy must comply in all respects with the directions and program requirements of EAP or be subject to dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

8.3 *may utilize TWA's Union Assistance Program following the same procedures*
~~Volunteers and employees mandated to EAP after first time marijuana may utilize benefits available through the Health Benefits Trust for the purpose of obtaining counseling to obtain a leave of absence as other TWA members.~~

8.4 Where an employee who is required to participate in the Employee Assistance Program fails to comply with the requirements of the Employee Assistance Program, and the employee is working in a safety sensitive position, the Employee Assistance Program shall immediately notify the employee's Department Head to relieve the employee of his/her responsibilities and place him/her in a no pay status. The Employee Assistance Program shall then notify the director of the Union Assistance Program of the employee's non-compliance. The Union Assistance Program will have ten (10) working days in which to contact the employees and encourage him/her to comply with the requirements of the Employee Assistance Programs. If after ten (10) working days the employee has not

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**NEW YORK CITY TRANSIT AUTHORITY
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Subject	Classification	Issued	Number
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complied, the Employee Assistance Program shall notify the employee's Department Head and the employee shall be dismissed.

8.5 If the employee is not complying with the requirements of the Employee Assistance Program and is not working or is not working in a safety sensitive position, the employee's Department Head will not be notified of the non-compliance until after the ten (10) days and only if the employee is still non-compliant.

8.6 It is understood that the employee must authorize the Employee Assistance Program, in writing, to notify the Union Assistance Program of his/her non-compliance in order for the Employee Assistance Program to be bound by the notice provisions of this agreement. Failure to provide such authorization will result in immediate notification of non-compliance to the Department Head.

8.7 It is further understood that the EAP will not unreasonably apply its non-compliance standards.

9.0 RESTORATIONS

An employee who has been dismissed from service under this policy, except where the dismissal occurred while the employee was on probation or where restoration is not available under this policy, will be restored to duty if he or she (1) enrolls in a treatment program and is certified by such program or other medical authority as being free from use of Controlled Substances or Drugs as defined in Section 4.0 of this policy; or (2) submits other medical proof that he or she is not using Controlled Substances or Drugs as defined in Section 4.0 of this policy, satisfactory to the Authority. Employees desiring to obtain counseling or treatment in a program or under medical authority not under the jurisdiction of the Authority must obtain prior approval to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by the Authority's Medical Department prior to a recommendation of restoration to duty. Such program or medical authority must be licensed by the State of New York or equivalent licensing authority.

9.1 The restoration provisions of this policy instruction are not available to employees who are dismissed from service following detection of use of Controlled Substances or Drugs through testing precipitated by an incident/accident which resulted in harm or injury to any

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person where it is reasonable to conclude that drug use could have contributed to the accident.

- 9.2 In the absence of an incident which resulted in harm or injury to any person, employees who meet the requirements of Section 9.0 within the time limitations of paragraph 9.3 following the first instance of a positive drug test or second instance, to the extent permitted by 9.3 shall be restored to duty. The dismissal will be rescinded and the time elapsed since the employee's dismissal until the day of restoration will be registered as a suspension without pay.
- 9.3 Such restoration shall be considered no earlier than one (1) month nor later than one (1) year following such dismissal, except that an employee may be allowed more than one (1) year for rehabilitation and eligible for restoration if the employee has always remained compliant with the conditions of EAP and the treatment program.
- 9.4 After a positive finding for marijuana, where EAP or JAC does not certify that an employee is fit to perform full duty in his/her title, following one (1) year from the initial positive test for marijuana, the employee shall be dismissed, except that an employee may be allowed more than one (1) year for rehabilitation and be eligible for restoration if the employee has always remained compliant with the conditions of EAP and the treatment program. The restoration provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 9.5 When an employee reports to his/her department with an EAP restoration letter he/she must be returned to the payroll no later than ten (10) work days after such report except where an employee is to be placed in an available, budgeted non-safety-sensitive position pursuant to Section 6.9.
- 9.6 An employee who tests positive a third time for drugs or alcohol or any combination thereof, shall be dismissed without opportunity for restoration.

10.0 RANDOM DRUG TESTING

The following only applies to random drug testing:

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Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative		

- including marijuana
- 10.1 No disciplinary action will be taken against an employee who tests positive for drugs or controlled substances 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 employee will be in a 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. RF
- 10.2 Employees whose first positive drug test at the Authority is a positive test for marijuana only shall be treated in accordance with the above paragraph except that they shall be referred to UAP. RF
- 10.3 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 employee will be subject to appropriate discipline for failure to comply with a direct order for which the penalty may be dismissal.
- 10.4 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-force 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.

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**NEW YORK CITY TRANSIT AUTHORITY
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Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative		

- 10.5 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.
- 10.6 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.

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APPENDIX E-2

NEW YORK CITY TRANSIT AUTHORITY POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administrative		

1.0 POLICY

- 1.1 It is the policy of the Authority to operate and maintain its transportation facilities in a safe and efficient manner and to provide a safe environment for its passengers and employees. Possession of an alcoholic beverage on Authority property or the consumption of an alcoholic beverage while on duty or at any time where there would be a threat of rendering an employee unfit to perform the duties of his/her job safely and/or efficiently is prohibited. In addition, it is the policy of the Authority to provide eligible employees the opportunity to rehabilitate themselves through the use of counseling services as provided in this policy.

2.0 PURPOSE

- 2.1 The purpose of this Authority P/I is to set forth policies and procedures concerning employee possession of alcoholic beverages on Authority property and consumption of alcoholic beverages on Authority property or at any time or place to the extent that there would be the threat of rendering an employee unfit to perform his/her duties.

3.0 SCOPE

- 3.1 This P/I shall apply to all ^{TSO} ~~TSO~~ represented employees.
- 3.2 Authority - For the purpose of this P/I shall mean the New York City Transit Authority, Manhattan and Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority and/or the South Brooklyn Railway Company.

4.0 DEFINITIONS

- 4.1 Unfit due to indulgence in an alcoholic beverage (a positive finding) - A reading of .5mgm/cc or greater by a blood alcohol test or a refusal as per 5.2. below.
- 4.2 Property - For the purpose of this P/I shall mean the property of the New York City Transit Authority, Manhattan and Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority and/or the South Brooklyn Railway Company.

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APPENDIX E-2

NEW YORK CITY TRANSIT AUTHORITY POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administrative		

5.0 TESTING FOR USE OF ALCOHOLIC BEVERAGES

5.1 Employees of the Authority shall submit to alcohol testing in the following circumstances:

5.1.1 When directed by members of supervision or management following any accident or unusual incident that occurs while on duty where it is reasonable to conclude that drug/alcohol use could have contributed to the accident except that ~~Gleaners~~ ~~(~~MTA~~ ~~Police~~ ~~Clerks~~)~~ and employees in the clerical unit shall only be tested following an incident where there is reasonable suspicion of alcohol use.

5.1.2 When supervision or management has reason to believe that the employee is impaired.

5.1.3 When the employee is classified as safety-sensitive and is selected pursuant to the Random Testing Program.

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. 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.

5.2 Refusal to take such test(s) shall be deemed an admission of being unfit for duty and subject the employee to immediate suspension from duty and may be deemed grounds for dismissal.

Refusal to take a random alcohol test is treated in accordance with Section 10.2.

5.3 The Authority shall utilize a breath analysis test to determine whether a blood alcohol test should be given. After a 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.

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NEW YORK CITY TRANSIT AUTHORITY POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administrative		

6.0 CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES

- 6.1 When someone is found "UNFIT DUE TO INDULGENCE IN AN ALCOHOLIC BEVERAGE" (a positive finding) and the employee has less than one (1) year of service, he/she shall be dismissed from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.2 When the blood alcohol 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.
- 6.3 When the blood alcohol 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.
- 6.4 Employees covered by this PI are covered by the provisions of the Authority's restricted duty policy. Employees who are referred to EAP pursuant to paragraph 6.2 may, where EAP recommends, be temporarily reassigned, placed on a leave or transferred in accordance with the restricted duty policy of the Authority. However, where the EAP does not certify that an employee is fit to perform full duty following one year from the initial positive finding for alcohol, the employee shall be dismissed. The provisions of paragraph 9.0 shall not apply to employees dismissed under this paragraph.
- An employee will be allowed more than one (1) year for rehabilitation and eligible for restoration only if the employee has always remained in compliance.
- 6.5 Where an employee is suspended and referred to EAP pursuant to paragraph 6.2 of this policy and EAP reports that the employee has not satisfactorily met the requirements of

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the EAP program the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph. EAP will comply with the notification provisions of Section 8.5 and 8.6.

- 6.6 Where an employee is found to be in possession of an alcoholic beverage while on duty, the employee, in the first such instance, shall be suspended from duty for thirty (30) work days without pay and referred to EAP. If an employee is found to be in possession of an alcoholic beverage while on duty in a second such instance, the employee shall be dismissed.
- 6.7 An employee found in possession of an alcoholic beverage while on duty, who previously was found or subsequently is found positive for alcohol, shall be dismissed. An employee found positive for alcohol and in possession of an alcoholic beverage, in the context of the same factual circumstances, shall be subject to treatment or penalty hereunder as if solely found positive for alcohol.
- 6.8 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, without restoration, 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 Sections 8.0 and 9.0. The employee will be paid the applicable rate of the non-safety sensitive position as per the collective bargaining agreement. The employee will be reclassified and assigned to the non-safety sensitive position in accordance with the procedures defined in the restricted duty policy. Section 2.16 does not apply herein.
- 6.9 An employee who tests positive a third time for drugs or alcohol or any combination thereof shall be dismissed without opportunity for restoration.

7.0 PROCEDURES FOR MAKING BLOOD SAMPLES AVAILABLE FOR CONFIRMATION TESTING

- 7.1 Employees whose blood alcohol tests result in a positive finding shall have the option of having the results confirmed outside of the laboratories utilized by the Authority.

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7.2 When an employee or his/her representative requests that a frozen blood sample be sent for confirmation testing outside of the laboratories utilized by the Authority, the following procedure shall apply:

7.2.1 The employee shall submit a written request to the Division of Labor Disputes Resolution of the Office of Labor Relations including the employee's name, pass number and the date on which the samples were given. Employees 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 the other laboratory. Requests for confirmation of test results can only be honored if the employee chooses to give sufficient blood samples at the time the samples are given.

7.2.2 The employee may choose to send his/her sample to any one of the laboratories that appear on a list which is maintained by the Division of Labor Disputes Resolution of the Office of Labor Relations.

7.2.3 The selected laboratory shall be responsible for the pick-up and transport of the sample.

7.2.4 The selected laboratory shall fill out a chain of custody form which will be submitted with the test results to the Authority.

7.2.5 The employee shall be solely responsible for the cost of transport and the cost of all laboratory tests requested. All arrangements for payment shall be made by the employee with the laboratory.

7.2.6 Laboratory test results shall be submitted to the Authority and the employee. Where the positive results rendered by the first laboratory are not confirmed by the second laboratory, the Authority will not proceed with disciplinary action for being unfit due to indulgence in an alcoholic beverage.

7.2.7 Where an employee chooses to send his/her sample to a laboratory that does not appear on the above list, Section 7.2.6 shall not apply. However, the Authority shall receive a copy of the laboratory test results.

8.0 EMPLOYEE ASSISTANCE PROGRAM

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8.1 The Employee Assistance Program shall provide assistance to employees who are referred to it as provided in this P/I. The EAP program will no longer service volunteers.

8.2 EAP shall notify, in writing, the employee's Department Head or his designee immediately in all cases where an employee has failed to cooperate or satisfactorily meet the requirements of the EAP program in accordance with Paragraphs 8.5 and 8.6.

8.3 Employees referred to EAP programs under the provision of this policy must comply in all respects with the directions and program requirements of EAP or be subject to dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

8.4 *the services of TWU's Union Assistance Program following the*
Volunteers may utilize benefits available through the Health Benefit Trust for the purposes of obtaining counselling. *same procedures to obtain a leave of absence as other TWU members.*

8.5 Where an employee who is required to participate in the Employee Assistance Program fails to comply with the requirements of the Employee Assistance Program, and the employee is working in a safety sensitive position, the Employee Assistance Program shall immediately notify the employee's Department Head to relieve the employee of his/her responsibilities and place him/her in a no pay status. The Employee Assistance Program shall then notify the director of the Union Assistance Program of the employee's non-compliance. The Union Assistance Program will have ten (10) working days in which to contact the employee and encourage him/her to comply with the requirements of the Employee Assistance Program. If after ten (10) working days the employee has not complied, the Employee Assistance Program shall notify the employee's Department Head and the employee shall be dismissed.

8.6 If the employee is not complying with the requirements of the Employee Assistance Program and is not working or is not working in a safety sensitive position, the employee's Department Head will not be notified of the non-compliance until after the ten (10) days as mentioned in Section 8.5, and only if the employee is still non-compliant.

8.7 It is understood that the employee must authorize the Employee Assistance Program, in writing, to notify the Union Assistance Program of his/her non-compliance in order for the Employee Assistance Program to be bound by the notice provisions of this agreement.

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Failure to provide such authorization will result in immediate notification of non-compliance to the Department Head.

9.0 RESTORATIONS

- 9.1 An employee who has been dismissed from service under this policy, except where the dismissal occurred while the employee was on probation or where restoration is not available under this policy, will be restored to duty pursuant to the terms of this policy if he or she (1) enrolls in a treatment program and is certified by such program or other medical authority as being free from misuse of alcoholic beverages, controlled substances or drugs; or (2) submits other medical proof satisfactory to the Authority that he or she is not misusing alcoholic beverages, controlled substances or drugs. Employees desiring to obtain counseling or treatment in a program or under medical authority not under the jurisdiction of the Authority must obtain approval to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by the Authority's Medical Department prior to a recommendation of restoration to duty. Such program or medical authority must be licensed by the State of New York or equivalent licensing authority.
- 9.2 The restoration provisions of this policy instruction are not available to employees who are dismissed from service following detection of use of alcohol through testing precipitated by an incident which resulted in harm or injury to any person, where it is reasonable to conclude that alcohol use could have contributed to the incident.
- 9.3 After the first dismissal, in the absence of an accident or an incident which resulted in harm or injury to any person where it is reasonable to conclude that alcohol use could have contributed to the accident, employees who meet the requirements of Section 6.8 and 9.0 within the time limitations of paragraph 9.4 following the first dismissal for positive finding shall be restored to duty in accordance with the provisions of Section 6.8. The dismissal will be rescinded and the time elapsed since the employee's dismissal until the day of restoration will be registered as a suspension without pay.
- 9.4 Such restoration shall be considered no earlier than one (1) month nor later than one (1) year following such dismissal except that an employee may be considered for restoration after one (1) year only if the employee has always been compliant with the directives of EAP and the treatment program. An employee may be restored to duty under the

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provision of this section only once. A second dismissal will be final and will not be subject to such restoration.

An employee restored to duty under this provision will be required to serve a one (1) year probationary term from the date of restoration and will be restored to duty with a warning, final and absolute, that any derelictions in the year following restoration will result in dismissal. This provision shall not limit the Authority from dismissing an employee for cause after the one year probationary period.

9.5 Employees dismissed for violating an Authority rule or regulation other than that involving use or possession of alcoholic beverages shall not be eligible for restoration under this P/I.

9.6 When an employee reports to his or her department with an EAP restoration letter, he or she must be returned to the payroll no later than ten (10) work days after such report except where an employee is to be placed in an available, budgeted, non-safety-sensitive position pursuant to Section 6.8.

10.0 RANDOM TESTING

The following shall only apply to random tests:

10.1 No disciplinary action will be taken against an employee who tests positive for 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 employee will be "In a 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.

10.2 Refusal to take a random alcohol test as directed will be deemed an admission of improper use of alcohol and treated as if the employee had been found positive. In addition, the employee will be subject to appropriate discipline for failure to comply with a direct order

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for which the penalty may be dismissal. 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.

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.

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Michael Collins
12/14/94

TSO Career & Salary Unit

IN FULL SETTLEMENT OF ALL ISSUES RAISED BY THE UNION AND MANAGEMENT, THE FOLLOWING HAS BEEN AGREED TO SUBJECT TO THE APPROVAL OF THE PRINCIPALS:

Term of Agreement

1. The term of the agreement will commence on July 1, 1991 and conclude on December 31, 1994.

Wages

2. The annual salary for employees represented by the Union shall be increased as follows:

Effective upon ratification and approval, TSO members who were in active employment for the entire period from July 1, 1991 through July 1, 1992 shall receive a lump sum pensionable payment of \$700. TSO members who were hired or who were LWOP in excess of 30 days between July 2, 1991 and December 31, 1991 and who were in active pay status for at least 6 months during the period July 1, 1991 through June 30, 1992 shall receive a lump sum payment of \$350 provided they were in active or inactive pay status on July 1, 1992. This payment will not be included in employee's base salary.

Effective April 1, 1993, the annual salary in effect on March 31, 1993 shall be increased by 2%.

Effective April 1, 1994, the annual salary in effect on March 31, 1994 shall be increased by 2%.

Effective September 1, 1994, the annual salary in effect on August 31, 1994 shall be increased by 3%.

Health and Welfare

3. The Authority will make contributions on behalf of active and retired employees to maintain the health benefit plan coverages subject to the implementation of the following changes and cost containment measures.

A. Plan Changes:

- 1) The GHI/CBP basic benefit option provided to active employees will also be made available to retirees.
- 2) Active employees and retirees will have the option of selecting a health maintenance organization from among those health maintenance organizations available to members of District Council 37. Transit's premium payments for an HMO plan will be limited to the HIP/HMO rate. Employees who select an HMO whose premium exceeds that of the HIP/HMO rate will be responsible for the additional premiums which will be deducted from the affected employees biweekly paycheck.
- 3) 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 into that plan for a minimum of 18 months.

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B. The Cost Containment Measures Are:

- 1) Establish a \$10.00 per visit co-payment for home or office visits with GHI participating medical providers.
- 2) Establish a \$10.00 co-payment for each diagnostic testing to a limit of \$20.00 in any one visit under GHI.
- 3) Elimination of reimbursement under GHI for all non-participating medical providers.
- 4) The major medical deductible will be to increased to \$200 per individual and \$400 per family.
- 5) The out of pocket expense limit will be increased to \$1,000.
- 6) Medicare reimbursement of retirees will be eliminated.

C. Effective Date:

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

Holiday Provisions

4. Effective January 1, 1995; a) the Washington Birthday holiday will be changed to "Presidents Day", b) the Lincoln's Birthday and Election Day holidays will be eliminated and substituted for a holiday on the day after Thanksgiving and a Personal Leave Day.

Injury on Duty

5. The existing Policy/Instruction on Injury on Duty shall be amended in accordance with Appendix A of the Memorandum of Understanding.

Employee Pass

6. All employees will be issued a combined Transit and Operating Authority (Universal) identification pass. Spousal passes will be eliminated.

Flexible Spending Account

7. The Authority agrees to offer employees in this bargaining unit, as soon as practicable, medical Spending and/or Dependent Care Account as defined under Section 125 of the IRS code.

Grievance Procedures

8. January 1, 1995, the existing grievance procedures will be amended as set forth in Appendix B.

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Drug and Alcohol

9. The provisions of the parties collective bargaining agreement covering drug and alcohol testing shall be amended by adding the provisions set forth in Appendix C of this Memorandum of Understanding.

Educational Opportunities and Other Benefits

10. A joint labor-management committee will be established composed of two (2) representatives of the Union and two (2) representatives of Management to discuss educational opportunities and other benefits for employees covered by this unit.

The parties recognize that pension plan improvements are prohibited subjects of bargaining. However, this Committee will discuss pension plan benefits.

THIS AGREEMENT MAY NOT BE ENTERED INTO EVIDENCE DURING ANY INTEREST ARBITRATION PROCEDURES ON THE CONTRACT TO BE EFFECTIVE JULY 1, 1991.

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

IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

MTA NYC TRANSIT

Carmen Suardy 12/14/94
Carmen S. Suardy
Vice President
Labor Relations

Steven Mayo 12/14/94
Steven Mayo
Director
Labor Research

Date: _____

TRANSIT SUPERVISORS ORGANIZATION

Michael Collins
Michael Collins
President
TSO

David Rosen
David Rosen
General Counsel
TSO

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Appendix A

Career & Salary Unit - Transit Supervisors Organization

Injury on Duty

Injury on Duty

The Policy/Instruction on Injury on Duty will be amended with the following language:

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.

In addition:

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

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TSO (CAREER & SALARY UNIT)

Disciplinary and Contractual Grievance Procedure

Article VII. 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.

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

2. 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 (superior) within five (5) days after the grievance arose. In the event that the matter is not satisfactorily adjusted within seven (7) days after the presentation to his/her Department Head or designee (superior), 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 Head or his/her designated representative. The employee's Department Head or his/her designee who shall render his/her decision within seven (7) days after the closing of the hearing. In the event that the matter is not satisfactorily adjusted with the Department Head, then the Union must, within three (3) days after the receipt of written notification from the Department Head of his/her decision,] submit the dispute in writing to the Deputy Vice President, Labor Disputes Resolution or his/her designee(s). The Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee(s) shall, within 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(s) shall deliver to the Union in writing his/her decision on the disposition of the grievance.

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(s), 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 for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to Paragraphs 2 and 4 of this Article, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Deputy Vice President, Labor Disputes Resolution or his/her designee(s). 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 question 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(s) 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,

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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.

7. The Authority shall 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.

After both the Union and the 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 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 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 Authority, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

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

The Impartial Arbitrator to serve as such until [June 30, 1991], shall be Eva Robins who has been selected by the parties to this Agreement.

If the parties cannot agree on the designation of an Impartial Arbitrator, or if the office of Impartial Arbitrator should become vacant, they shall utilize the procedures of the American Arbitration Association for the selection of an arbitrator.

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Article VIII. 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 superior of such charges. The superior 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.

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 percent (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.

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 VII of this Agreement shall be followed.

not in

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this _____ day of _____ 1994, by the NEW YORK CITY TRANSIT AUTHORITY/MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as "the Authority") and Career & Salary 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 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.

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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 except that they shall be referred to UAP.

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 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.

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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 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.

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TENTH: The Authority will provide to the Union Assistance program (UAP) a reasonable sum, to be agreed upon, to be used for payment of reasonable administrative and operating expenses of the program. The UAP will prepare a detailed budget for the period October 1, 1993 to October 1, 1994, describing the projected expenses of the program and proposed allocation of the monies to be provided.

All expenses which are presently being reimbursed by the Authority, including salaries of the UAP Counselor(s), will be paid by the UAP from the funds to be provided as described herein. In no event shall payments to the UAP exceed the agreed upon sum for the period October 1, 1993 to October 1, 1994.

ELEVENTH: The UAP shall make its accounting, administrative and other records documenting expenditures pursuant to this agreement available for inspection and audit by the Authority or Authority designees upon reasonable notice to the UAP. Such records shall remain available for inspection for the period of two years after October 1, 1994.

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

THIRTEENTH: 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.

FOURTEENTH: The following is applicable to all drug and alcohol cases:

Where an employee who is required to participate in the Employee Assistance Program fails to comply with the requirements of the Employee Assistance Program, and the employee is working in a safety sensitive position, the Employee Assistance Program shall immediately notify the employee's Department Head to relieve the employee of his/her responsibilities and place him/her in a no pay status. The Employee Assistance Program shall then notify the director of the Union Assistance Program of the employee's non-compliance. The Union Assistance Program will have ten (10) working days in which to contact the employees and encourage him/her to comply with the requirements of the Employee Assistance Program. If after ten (10) working days the employee has not complied, the Employee Assistance Program shall notify the employee's Department Head and the employee shall be dismissed.

MEMORANDUM OF UNDERSTANDING

Agreement made between the Manhattan and Bronx Surface Transit Operating Authority (herein referred to as the "Operating Authority") and the Transit Supervisors Organization (hereinafter referred to as the "Union").

WHEREAS, on August 2, 1989, recognition was granted to the Union to act as the collective bargaining agent for all employees in the title of Assistant Field Manager involving all terms and conditions of employment; and

WHEREAS, in discussions between the Union and the Operating Authority it was agreed that the title of Assistant Field Manager would be appropriately included in the Career & Salary Unit of the Union and subject to the terms and conditions of the Career & Salary Unit collective bargaining agreement with the Operating Authority;

It is therefore resolved that:

1. All Assistant Field Managers represented by the Union shall be covered under the terms and working conditions including leave and health benefit plans of the Career and Salary Unit labor agreement dated July 1, 1987 effective the date of the signing of this Agreement.

2. Incumbent Assistant Field Managers represented by the Union upon the signing of this Agreement (as defined by the list of incumbents attached) will continue to be covered under the non-represented, non-managerial Career and Salary health benefit plans until October 1, 1990. Those incumbents who are currently in a GHI/BC or HIP/HMO plan will be converted to the appropriate GHI/BC or HIP/HMO under the Career and Salary Unit health benefit plan for represented employees. All incumbents will be given the opportunity prior to October 1, 1990, to change their basic health benefit coverage. This option will also apply to current dental plan benefits (i.e. Traveler's or Dentcare).

Thereafter, all employees will be covered under the health benefit plans as addressed under the labor agreement between the Operating Authority and the Career and Salary Unit of the Union dated July 1, 1987.

3. Incumbent Assistant Field Managers will continue to receive the non-represented, non-managerial Career and Salary annual leave allowance up until the level of accrual matches the third year accrual rate under the Career and Salary Unit contract. Thereafter, the provisions of the Career and Salary Unit labor agreement dated July 1, 1987 addressing annual leave allowance benefit level and accrual rate will apply.

In addition, the vacation plan year will be changed from May 1 through April 30 of any given year to January 1 through December 31, of any given year. Incumbent Assistant Field Managers will be phased into the January 1, 1991 through December 31, 1991 vacation plan year in the following manner.

(a) On May 1, 1990, incumbent employees are to be credited with the accrual annual leave allowance applicable prior to May 1, 1990 as covered under the non-represented, non-managerial Career and Salary annual leave policy.

(b) On January 1, 1991, incumbent employees are to be credited for accrual annual leave earned under the non-represented, non-managerial Career and Salary annual leave policy as described in item 3 above, for the period May 1, 1990 through December 31, 1990.

(c) On January 1, 1992, incumbent employees will be credited with annual leave for the period of January 1, 1991 through December 31, 1991, as provided under item 3 above.

4. Under the terms of this Agreement, incumbent Assistant Field Managers will only be eligible to receive general wage increases, and longevity and bonus payments, where applicable, occurring after the granting of recognition by the New York State Public Employee Relations Board on August 2, 1989.

5. This Agreement shall be effective as of August 2, 1989 with respect to compensation and shall be effective for all other provisions upon signing.

TO THE EXTENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT REQUIRE APPROVAL OF, OR ARE SUBJECT TO MODIFICATION, BY A FEDERAL OR STATE AGENCY PURSUANT TO THE STATUTE OR REGULATIONS ISSUED THEREUNDER, THEY SHALL BE SUBJECT TO SUCH APPROVAL OF MODIFICATION.

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY AS GIVEN APPROVAL WHERE REQUIRED.

Dated: August 27, 1990
Brooklyn, New York

Transit Supervisors Organization

Michael Collins

Michael Collins
President

Keith A. Symonds

Keith Symonds
Assistant to the President

Operating Authority

Carmen Suardy

Carmen Suardy
Acting Vice President
Labor Relations

Steven Mayo

Steven Mayo
Director
Labor Research

RF:pmc
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MEMORANDUM OF UNDERSTANDING

Agreement made between the Manhattan and Bronx Surface Transit Operating Authority (herein referred to as the "Operating Authority") and the Transit Supervisors Organization (hereinafter referred to as the "Union").

WHEREAS, on June ~~30~~², 1987 recognition was granted to the Union to act as the collective bargaining agent for all employees in the title of Supervising Claim Examiner involving all terms and conditions of employment; and

WHEREAS, in discussions between the Union and the Operating Authority it was agreed that the title of Supervising Claim Examiner would be appropriately included in the Career & Salary Unit of the Union and subject to the terms and conditions of the Career & Salary Unit collective bargaining agreement with the Operating Authority. <

It is therefore resolved that:

1. All Supervising Claim Examiners represented by the Union shall be covered under the terms and working conditions including leave and health benefits of the Career and Salary Unit labor agreement dated July 1, 1987 upon the signing of this Agreement.
2. Incumbent Supervising Claim Examiners represented by the Union upon the signing of this Agreement will continue to be covered and receive non-represented, non-managerial Career and Salary leave and health benefit plans until August 1, 1991.

Thereafter, all incumbent employees will be covered under the leave and health benefit plans of the labor agreement between the Operating Authority and the Career and Salary Unit of the Union dated July 1, 1987.

3. Incumbent Supervising Claim Examiners will receive all general wage increases, longevity and bonus payments, where applicable, agreed to in the Career and Salary Unit labor agreement dated July 1, 1987.

4. This Agreement shall be effective as of July 1, 1987 with respect to compensation and shall be effective for all other provisions upon signing.

TO THE EXTENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT REQUIRE APPROVAL OF, OR ARE SUBJECT TO MODIFICATION, BY A FEDERAL OR STATE AGENCY PURSUANT TO THE STATUTE OR REGULATIONS ISSUED THEREUNDER, THEY SHALL BE SUBJECT TO SUCH APPROVAL OR MODIFICATION.

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY AS GIVEN APPROVAL WHERE REQUIRED.

In witness whereof, the parties hereto have set their hands and seals as of August 27, 1990

Dated: August 27, 1990
Brooklyn, New York

Transit Supervisors Organization

Operating Authority

Michael Collins
Michael Collins
President

Carmen Suardy
Carmen Suardy
Acting Vice President
Labor Relations

Keith A. Symonds
Keith Symonds
Assistant to the President

Steven Mayo
Steven Mayo
Director
Labor Research

Maxine Dawn Young

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TRANSIT SUPERVISORS ORGANIZATION
CAREER AND SALARY

1. Wage Increases: 7/1/87 5%
 7/1/88 5%
 7/1/89 5%
 7/1/90 5% all increases compounded
2. Contract Length: 7/1/87 - 6/30/91 (48 months)
3. Health and Welfare: Continue existing benefits
4. Medicare Cap at \$17.90
5. UMPTA/Drug/Alcohol language consistent with TSO Operating Unit
6. 457 Plan
7. QSA language on selecting a new arbitrator
8. Joint labor management committee to discuss and thereafter implement any agreed upon changes involving the following:
 - a) dues, agency fee and payroll related items;
 - b) sick leave balances upon movement into the bargaining unit;
 - c) various salary related items including pay inequities, merit pay, minimum/maximum salaries, promotional increases/differentials and advancement increases; and
 - d) changes impacting on the bargaining unit (i.e. new hires, promotions, reclassifications, confidential status, etc.)
9. One time bonus for in-title service as of 6/30/90 to be added to base as follows:
 \$300 for three years
 \$400 for four years
 \$500 for five or more years
10. This agreement is subject to approval by the Union's Executive Council, membership and the MTA Board.
11. The Union and the Authority will cooperate to expedite salary increases and retroactive pay.
12. In the event that this agreement is not ratified by the Union, or the Board of the Transit Authority, this document may not be offered as evidence in any adversarial proceeding.

Michael Collins 6-E
10/17/89

Donald A. M
1-120

AGREEMENT made as of the first day of July, 1984 by and between the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Operating Authority") and the TRANSIT SUPERVISORS ORGANIZATION Career and Salary Unit (hereinafter referred to as the "Union").

Article I. Declaration of Purpose.

The Operating Authority and the Union, in signing this Agreement, are governed by their mutual desire and obligation:

- a. To assure the people of the City of New York efficient, economical, safe and dependable transportation service;
- b. To provide employees of the Operating Authority in titles listed in Schedule A, attached hereto and made a part hereof, with wages, hours, working conditions and grievance procedures; and
- c. To protect the interest of the public through a definite understanding of the respective rights, duties, privileges, responsibilities, and obligations of the Operating Authority, the employees and the Union.

Article II. Recognition.

The Operating Authority recognizes the Transit Supervisors Organization Career and Salary Unit as the exclusive bargaining representative and the exclusive representative for the presenting and processing of employee grievances of all employees of the Operating Authority in titles listed in Schedule A, except those who have been determined confidential as defined in Section 201.7 of the New York Civil Service Law.

Article III. Management Rights.

Without limitation upon the exercise of any of its statutory powers or responsibilities, the Operating 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 directive intended to carry out its managerial responsibility to conduct the business of the Operating Authority safely, efficiently and economically.

Article IV. Reciprocal Obligations.

The Union fully accepts the Operating Authority's basic right to manage the transit properties and exercise the management prerogatives stated in Article III, and in the law governing the Operating Authority, and agrees to cooperate with the Operating Authority in a joint effort to place and keep the Transit System on a safe, efficient, economical operating basis. The Operating 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 VII hereof.

Article V. Union Security.

A. The Operating Authority will deduct from the pay of each employee to whom this Agreement applies, the regular monthly dues for such month, payable by such employees to the Union, as from time to time is certified by the President and the Treasurer of the Union, as provided for in the duly adopted constitution and by-laws of the Union, provided, however, that such deductions will be made only with respect to such employees covered by this Agreement for whom the Union has furnished the Operating Authority with authorizations signed by such employees consenting to the deduction of the aforesaid dues from their wages.

B. The Union shall pay to the Operating Authority the actual monthly cost of making such deductions, which shall not exceed five (5) cents per deduction per employee.

C. The Operating Authority shall deduct an Agency Shop fee from the wages of each employee covered by this Agreement 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.

D. Agency shop fees for weeks 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.

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

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 Operating Authority immediately and no agency shop fee shall be deducted from the wage of such employee.

In case 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.

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

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 an 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 Agreement, insofar as it relates to an agency shop fee deduction, shall be null and void. The Union shall assume the defense of, and hold the Operating Authority harmless from and indemnify it against any loss, cost or expense resulting

from any claim, by whomever made, arising out of the use of agency shop fee deductions transmitted to it by the Operating Authority in accordance with this Agreement or out of a failure or refusal of the Union to comply with the provisions hereof.

Article VI. Wages.

A. During the term of this Agreement, the Operating Authority will grant to employees in the titles subject to this agreement salary adjustments of 5 percent on July 1, 1984, 5.5 percent on July 1, 1985, and 6 percent on July 1, 1986. Salary minimums and maximums for each title are listed in Schedule A.

B. A longevity increase of \$500 per annum will be paid to each employee with 5 years of service in one title. An additional \$550 per annum will be paid beginning with the 12th year of service in that title except for accountant titles who shall continue to be granted longevity increases in accordance with page 1 of the Office of Municipal Labor Relations (OMLR) letter of November 1, 1983 annexed as Exhibit A.

C. The Operating Authority will provide a promotional guarantee of \$500 per annum over the highest paid subordinate in a lower title. It shall be calculated and paid only after any annual wage adjustment is paid to covered employees.

D. The Operating Authority agrees to continue repayment of the 1975 wage deferral in accordance with the procedures set forth in Article VI paragraph E of the July 1, 1982 collective bargaining agreement between the Manhattan and Bronx Surface Transit Operating Authority and the Transit Supervisors Organization Career and Salary Unit.

Article VII. 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 Impartial Arbitrator shall have the authority to decide all grievances and 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. Any grievance or complaint which an employee may have shall be presented by the employee and his/her Union representative to the employee's superior within five (5) days after the grievance arose. In the event that the matter is not satisfactorily adjusted within three (3) days after the presentation to his/her superior, 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 Head or his/her designated representative. The employee's Department Head or his/her designee shall render his/her decision within three (3) days after the closing of the hearing.

In the event that the matter is not satisfactorily adjusted with the Department Head, then the Union must, within three (3) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing to the Assistant Vice President, Labor Dispute Resolution or his/her designee(s). The Operating Authority's Assistant Vice President, Labor Dispute Resolution or his/her designee(s) shall, within three (3) days, hold a hearing on the grievance, with due notice to the Union, and within three (3) days after such hearing is closed, the Operating Authority's Assistant Vice President, Labor Dispute Resolution or his/her designee(s) shall deliver to the Union in writing his/her decision on the disposition of the grievance.

3. If the Union is not satisfied with the disposition of such grievance by the Operating Authority's Assistant Vice President, Labor Dispute Resolution or his/her designee(s), 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 for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to Paragraphs 2 and 4 of this Article, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Assistant Vice President, Labor Dispute Resolution or his/her designee(s). 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 question shall be appealed in writing directly to the Assistant Vice President, Labor Dispute Resolution. Such appeal shall include a statement as to what contractual provision was allegedly violated by management and the remedy sought. The Assistant Vice President, Labor Dispute Resolution or his/her designee(s) shall set a hearing within 7 calendar days after receipt of the appeal and render his/her decision within 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 Assistant Vice President, Labor Dispute 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 forty-eight hours 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 Assistant Vice President, Labor Dispute 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 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 shall jointly designate an arbitrator on retainer as soon as possible.

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

Article VIII 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 superior of such charges. The superior 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 VII of this Agreement shall be followed.

Article IX Working Conditions and Leave Regulations

1. APPLICABILITY OF REGULATIONS

1.0 The rules and regulations contained herein shall apply to all employees covered by this agreement.

2. ANNUAL LEAVE ALLOWANCE

2.1 "Annual Leave Allowance" with pay shall be granted not more than once, in each calendar year, to permanent employees who have been in the employ of the Operating Authority, or its predecessors, as follows:

a) Each employee who, at the beginning of a vacation year, shall have been in the employ of the Operating Authority for less than one (1) year, will be granted an annual leave allowance of one (1) day for each full calendar month he/she shall have been in the employ of the Operating Authority prior to the beginning of the vacation year, but not to exceed two (2) weeks.

b) Each employee who, at the beginning of a vacation year, shall have been in the employ of the Operating Authority for one (1) year but who at the beginning of the vacation year shall not have been employed for more than three (3) years, shall be granted a vacation of two (2) weeks during such vacation year.

c) Each employee who, at the beginning of the vacation year shall have been in the employ of the Operating Authority for more than three (3) years shall be granted a vacation for four (4) weeks in each such vacation year.

d) Each employee who, at the beginning of a vacation year, shall have been employed for more than fifteen (15) years, shall be granted a vacation of five (5) weeks in each such vacation year.

2.2 Calculation of annual leave credits for vacation purposes shall be based on a year beginning January 1st, hereafter known as a "Vacation Year." The annual leave allowance will not be accruable and will not be carried over from one year to the next except upon approval of the Operating Authority.

In the event, however, that the Operating Authority calls upon an employee to forego his/her vacation or any part thereof in any year, that portion thereof shall be carried over as vacation even though the same exceeds the limits fixed above.

2.3 The normal unit of charge against annual leave allowance for vacation and personal business shall be one day. Smaller units of charge are authorized for time lost due to tardiness or religious observance with Department Head approval.

2.4 Earned annual leave allowance shall be taken by the employees at the time convenient to the department. Attendance records and vacation schedules in all departments and time records and reports submitted to the Payroll Department shall in all respects conform with these rules.

2.5 a) Provisional employees shall have the same annual leave benefits as regular employees.

b) 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.

2.6 Penalties for unexcused tardiness may be imposed by the Operating Authority in conformance with established rules of the Operating Authority.

Lateness caused by a verified major failure of public transportation, such as widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused. Fifteen (15) minutes or more shall be considered of significant duration.

2.7 (1) If an employee covered by this Agreement dies while in the employ of the Operating Authority, his/her beneficiary or estate shall receive payment in cash for the following:

(a) All unused accrued annual leave to a maximum of fifty (50) days credit.

(b) All unused accrued compensatory time earned subsequent to March 15, 1968 and retained pursuant to these regulations verifiable by official records of the Operating Authority, to a maximum of two hundred (200) hours.

2.7 (2) (a) A vacation with pay will be granted each year to each employee of the Operating Authority as hereinabove provided, at such time within the year as the Operating Authority shall fix and determine. The twelve (12) month period within which such vacations will be granted and allocated is referred to in this Rule as the vacation year. Vacation may be spread over the entire twelve (12) months of the vacation year whenever the Operating Authority deems 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 the duration of active employment prior to the beginning of the vacation year. For the purpose of this rule, periods of leave of absence without pay for one month or more, except where such leave of absence shall have been ordered military duty, shall not be deemed to be active employment.

(b) Terminal vacation with pay shall be allowed an employee, whether permanent or provisional, in addition to any vacation due him/her under Section 2.1:

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.

Terminal vacation shall be computed as follows:

(a) 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.

(b) 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.

(c) 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.

The total terminal leave payment shall not exceed the amount earnable in one year.

(d) Terminal vacation shall be paid on the basis of a normal work day. No holiday pay shall be granted for any of the stated holidays provided under Section 6.0, 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 shall he/she return to service of the Operating Authority before the end of the following vacation year the number of terminal vacation days so allowed him/her shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

(e) 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. 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. However, such election under this rule shall apply only to 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.

(f) 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 the vacation year or not.

(g) While a permanent employee is away in any year on military duty he/she will be treated as continuing in the employ of the Operating 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.

3. SICK LEAVE BENEFITS

3.0 A. Effective July 1, 1984 to April 30, 1986 the sick leave plan and disability insurance policy shall continue as provided for in Article IX paragraph 3 of the July 1, 1982 to June 30, 1984 collective bargaining agreement between the Manhattan And Bronx Surface Transit Operating Authority and the Transit Supervisors Organization Career and Salary Unit.

B. Effective May 1, 1986, the existing sick leave plan and disability insurance policy will be discontinued. A new sick leave plan as provided below shall be instituted. To phase in the sick leave plan, existing unit employees will be credited with a bank equal to either the greater of:

1. their potential bank (as if the Transit Authority sick leave plan had always been in effect) less actual usage. For years that records don't exist, employees will be charged for the average of available years.

2. the applicable full pay sick leave entitlement under the previous sick leave plan based on years of service as of May 1, 1986.

3.1 Sick leave allowance of one day per month of service for service performed during the previous 12 months shall be credited to permanent employees, provisional employees and temporary employees, and shall be used only for personal illness of the employee. Such credit will be made in a lump sum on each May 1 starting May 1, 1987.

In no one year will an employee be entitled to more than 96 days sick leave with pay. Upon the exhaustion of 96 sick leave days in any one year, an employee may petition the Authority for permission to use any unused sick leave with pay which may have accumulated as provided for above.

3.2 (a) Sick leave may be granted in the discretion of the Authority and proof of disability must be provided by the employee, satisfactory to the Authority. 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.

(b) In a case of a protracted disability, a medical certificate shall be presented to the Authority at the end of each month of the continued absence.

(c) 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 (2) 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. "No work" status as determined by the Authority's Medical Department shall be considered satisfactory medical proof for the period the employee is given such status.

(d) To be entitled to sick leave for any day which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one (1) 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 (1) 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 it is also convinced that notice was given as soon as the special circumstances permitted.

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.

3.3 The normal unit for computation of sick leave shall not be less than one-half day except that one day of sick leave a year may be used in units of one (1) hour. Credits cannot be earned for the period an employee is on leave of absence without pay. For the earning of sick leave credits, the time recorded on the payroll at the full rate of pay and the first six (6) months of absence while receiving Workers Compensation payments shall be considered as time "served" by the employee.

In calculation of sick leave credits, a full month's credit shall be given to an employee who has been in full pay status for at least fifteen (15) calendar days during that month, provided, however, that (a) where an employee has been absent without pay for an accumulated total of more than thirty (30) calendar days in the vacation year, he/she shall lose the sick leave credits earnable in one (1) month for each thirty (30) days of such accumulated absence even though in full pay status for at least fifteen (15) calendar days in each month during this period, and (b) if an employee loses sick leave credits under this rule for several months in the vacation year because he/she has been in full pay status for fewer than fifteen (15) days in each month, but accumulated during said months a total of thirty (30) or more calendar days in full pay status, he/she shall be credited with the sick leave credits earnable in one month for each thirty (30) days of such full pay status.

3.4 In the discretion of the Authority, employees, except provisional and temporary employees, who have exhausted all earned sick leave and annual leave balances due to personal illness may be permitted to use unearned sick leave allowance up to the amount earnable in one (1) year of service, chargeable against future earned sick leave.

3.5 With the recommendation of the Department Head and approval of the Assistant Vice President, Labor Relations, permanent employees may also be granted sick leave with pay for three (3) months after ten (10) years of service, after all credits, excluding unused current vacation balances, have been used. In special instances, sick leave with pay may be further extended, with the approval of the Authority. The Authority shall be guided in this matter by the nature and extent of illness and the length and character of service.

3.6. 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 Section 3.2 (c) hereof.

An employee on annual leave may charge such time to sick leave during a period of verified hospitalization.

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

Sick leave shall not run concurrently with vacation and will not be granted in respect to any holiday or in respect to any day which is the employee's regular day off.

An employee who is found to be in violation of this rule 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.

Absence from work while incapacitated by injury received in performance of duty will not be charged against the sick leave allowable under this rule.

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.

4. OTHER AUTHORIZED ABSENCES WITH PAY

4.0 Absence of permanent employees and provisional employees for the reasons indicated below shall be excusable without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Department Head:

(a) Absence not to exceed three workdays in the case of death in the immediate family. Immediate family shall be defined for this purpose as spouse; natural, foster or step parents; child, brother or sister; mother-in-law; father-in-law; or any relative residing in the household.

(b) For Jury Duty. Leave for jury duty shall be granted to the employee providing that he/she endorses his/her check for jury duty to the Operating Authority. 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.

(c) Maternity leave with pay shall be granted to permanent employees upon request for a period of time equal to the employee's accrued annual leave balance. Any accrued annual leave not used for maternity leave with pay shall remain in the employee's balance. A pregnant employee shall be permitted to work as long as she secures approval to do so by the Operating Authority's Medical Department. An employee on maternity leave shall be required to report for physical examination before resuming service.

4.1 Absence of permanent employees and provisional employees for the reasons indicated below shall be excusable in the discretion of the Operating Authority without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Department Head:

(a) For Court attendance only for Operating Authority related business.

(b) Absences required because of Health Department ruling with respect to quarantine.

4.2 Prior notice to and authorization by the Operating Authority or its designated representatives is required for absence under (a) of Section 4.1. The employee shall give notice to the Operating Authority as soon as possible in all other cases.

4.3 The Operating Authority shall grant any leave of absence with pay as required by law.

5. LEAVE OF ABSENCE WITHOUT PAY

5.0 Maternity leave of absence without pay shall be granted to permanent employees, upon request, for a period of up to 12 months including any time in pay status granted in paragraph 4.0 (c). Such leave shall commence upon a reasonable notification by the employee of her intent to take such leave. Such leave may be extended by the Department Head, with the approval of his/her Vice President, for an additional period not to exceed one year. Total leave for this purpose shall not exceed 24 months.

5.1 Leave of absence without pay for reasons not covered in the foregoing rules may be granted to permanent employees by the Operating Authority not to exceed one year. Extension of such leave may be granted by the Operating Authority not to exceed an additional period of one year.

5.2 The Operating Authority shall grant any leave of absence without pay, such as military leave, required by law.

6. MISCELLANEOUS PROVISIONS

6.0 (a) There shall be paid holidays during each year as follows:

New Years' Day
Dr. Martin Luther King's Birthday (Effective January 1987)
Lincoln's Birthday
Washington's Birthday
Good Friday--after 1:00PM (To be deleted from list March 1986)
Memorial Day
Independence Day
Labor Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Personal Leave Day

If one of these stated holidays falls on a Saturday or Sunday it shall be observed on the preceding Friday or succeeding Monday, or, if the work of a department does not permit completely closing an office, part of the force shall be released on the Friday and the remainder on the Monday.

(b) 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 Veteran's Day.

(c) When an employee's vacation period includes one or more of the stated holidays with pay, he/she will receive another vacation day off in lieu of such holidays.

(d) None of the foregoing provisions in this rule shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (30) days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Operating Authority during a period of thirty (30) 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.

Whenever, under the provisions of this rule, 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.

(e) If an employee is required to work on any of the thirteen holidays pursuant to this section, he/she shall be compensated under the overtime provisions of Section 8. Employees who work on a holiday will also have the option of accruing an AVA day for the holiday worked, in lieu of cash payment. Such day must be used within six months of its accrual except that an employee who fails to utilize an accumulated holiday within a six month period will be paid for the holiday at the rate in effect at the time of accumulation. This option shall also apply when a holiday occurring on a Saturday or Sunday does not result in the office being closed on either the Friday before or the Monday after the holiday.

(f) For purposes of the birthday holiday only, an employee whose birthday occurs on a Saturday or Sunday will be granted another day within the pay period as his/her holiday.

(g) Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.

(h) An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to paragraph (i) of this section.

(i) Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay as determined in paragraph (c) of section 8.

6.1 Daily time records shall be maintained showing the actual hours worked by each employee.

6.2 Upon transfer of an employee from one department to another or appointment from an eligible list within the Operating Authority, his/her annual leave balance will also be transferred to his/her new department.

6.3 Upon reinstatement of an employee to a permanent position his/her vacation balance at the time of resignation or layoff, shall be restored to his/her credit.

6.4 Subject to limitations of Section 2.5 above, the annual leave allowance and sick leave allowance herein granted shall be applicable to part-time employees on a prorata basis.

6.5 The Operating Authority may establish rules relating to leaves to meet the specific needs of the Operating Authority but not inconsistent with the provisions of this Article as applied to employees covered by this agreement.

7. SHIFT DIFFERENTIALS

7.0 (a) Night differential shall be paid at the rate of 10 percent per work hour based on the June 30, 1984 base rate of pay for all scheduled hours of work between 6 P.M. and 8 A.M. with more than one (1) hour of work between 6 P.M. and 8 A.M.

(b) An employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay or compensatory time as provided in Section 8.

(c) Night differential shall be computed based upon the June 30, 1984 base rate of pay and figured to the nearest penny.

8. OVERTIME

8.0 (a) At all times throughout the year all necessary operations must be adequately manned. In cases where it is not possible, because of the needs of the service, to release an employee, such employee shall be required to work overtime.

(b) Ordered involuntary overtime, authorized by the Head of a Department or his/her designated representative, which results in an employee working in excess of 40 hours in any calendar week (Saturday through Friday) shall be compensated in cash at time and one-half (1-1/2).

For those employees whose normal work week is less than 40 hours, any such ordered involuntary overtime worked between the maximum of that work week and 40 hours in any calendar week shall be compensated in cash at straight time (1 time). For employees granted a shortened work day in accordance with Article 9, compensatory time shall be granted for work performed between 30 and 35 hours a week, but such work shall not be considered overtime. Employees that are paid in cash for overtime may not credit such time for meal money allowance.

(c) No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime over 35 hours shall accrue after one hour in units of one-quarter hour. Employees who work more than 35-1/2 authorized hours but less than 36 hours shall be credited with 1/2 hour compensatory time off. Cash payment shall not be applicable until 36 authorized hours are worked, but when applicable shall be paid for all hours in excess of 35.

(d) Time for which an employee is in full pay status shall be counted in computing the number of hours worked during the week. If an employee works on a legal holiday all hours of such work shall be considered overtime and treated in the same manner as any other ordered involuntary overtime.

(e) The hourly rate of pay shall be computed as presently programmed by the Data Processing Department. The formula is:

$$\frac{\text{ANNUAL SALARY} \times 14}{365 \times 10 \times 7}$$

Payments shall be computed and paid on a basis of quarter-hour units actually worked beyond 35 hours, provided at least one full hour is compensable in a calendar week. "Annual salary" shall include educational and longevity differential, if any.

(f) These overtime provisions shall apply to all employees covered by this Agreement with permanent or provisional status whose annual gross salary, including overtime, is not in excess of \$35,909 effective July 1, 1985 and \$37,850 effective July 1, 1986.

Overtime cash caps, as provided for in the above paragraph, will be raised to levels consistent with caps applicable to similar Transit Authority employees.

(g) Where permitted by applicable law, an employee may have the option to accumulate and maintain a bank of not more than two hundred (200) overtime offset hours. Such time may be accumulated at one hour for each hour of work beyond 35 hours per week, and shall be in lieu of any other compensation for the time. The use of such bank of overtime offset hours will be governed by subdivision (h) of this article.

(h) 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 Operating Authority. The particular time when any employee will be allowed to make use of any overtime offset by taking time off shall be determined by advance agreement with his/her superior. 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.

9. HOURS OF WORK

The regular schedule of working hours for all employees covered by these regulations shall be seven (7) hours daily. All shortened work day schedules shall begin on the same day as the New York City Transit Authority and terminate each year on Labor Day. Such schedules shall be in accordance with regulations governing this provision at the New York City Transit Authority.

No shortened work day shall be granted to any employee until the employee has completed one year of service.

At all times throughout the year all necessary operations must be adequately manned. In cases where it is not possible, because of the needs of the service, to release an employee, such employees shall be required to work overtime and shall be compensated in accordance with provisions of Section 8.

10. MEAL ALLOWANCES

When an employee who is not paid for overtime is required to work more than 3 hours on a day which is not one of his/her regular working days, he/she shall receive a meal allowance of \$4.50, and if required to work 7 hours or more on that day, he/she shall receive an additional meal allowance of \$3.50 for every full 4 hours of work in excess of the first 3 hours.

When such an employee, on one of his/her regular working days, is required to perform overtime work for 2 or more hours, in addition to working his/her full regular tour of duty, he/she shall receive a meal allowance of \$4.50, and if the overtime worked amounts to 6 or more hours, he/she shall receive an additional meal allowance of \$3.50 for every full 4 hours of overtime in excess of the first 2 hours thereof.

In accordance with Section 8 hereof, employees who are paid in cash for overtime may not credit such time for meal allowance. Time taken for obtaining and eating meals shall not be considered as working time or counted in determining the number of hours worked.

11. CAR ALLOWANCES

The car mileage allowance shall continue as heretofore provided by Operating Authority directive. Such mileage allowance shall be (18) cents per mile.

ARTICLE X. No Strike Clause.

The Union covenants that during the term of this agreement there shall be no strike, sitdown, slowdown, stoppage of work, or willful 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. This covenant is entered into in consideration of the covenants of the Operating Authority herein contained and is in addition to any legal prohibition against strikes by public employees.

Article XI Evaluation and Personnel Folders

An employee covered by this Agreement shall be entitled to read any evaluatory statement of his/her work performance or conduct prepared during the term of this Agreement if such statement is to be placed in his/her permanent personnel folder, whether at the central files of the Operating Authority, at his/her Department, or in another work location. He/She shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Article XII Health and Welfare Benefits

The Operating Authority shall continue to provide the existing health and welfare benefits to each employee for the duration of this Agreement except as modified herein.

Following signing of this Agreement the Operating Authority shall increase the existing \$1.00 bi-weekly deduction to \$2.00 per paycheck from each employee to help fund the supplemental health and welfare benefits.

Effective July 1, 1986, GHI-CBP with a \$5.00 co-pay will be added to the GHI (Type C Plan) with \$7.00 per office visit, and mandatory second opinion for certain elective surgical procedures as are designated under the New York City mandatory second opinion program.

The Operating Authority will follow the rules of TEFRA, DEFRA 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 July 1, 1986 for active employees, following signing of this Agreement, Dental coverage shall be a choice of Dentcare or the present Travelers Dental. The HIP Drug rider will be offered to those employees that elect the HIP-HMO option. The vision plan shall be eliminated.

Article XIII Reduction in Force

1. In the event of a reduction of positions or an excess of incumbents within a title covered by this Agreement, excess employees shall be laid-off, furloughed or demoted in inverse seniority order based on length of service at the Operating Authority or its predecessors.

2. Such affected employees shall hold preferential rights to recall in order of their seniority with the last employee laid off, furloughed or demoted being given first preference to be recalled or re-promoted. Such rights will terminate fifteen days after notice by registered mail of the Operating Authority's intention to recall an employee is sent to the employee.

Article XIV. Retirement Benefits

For the duration of this Agreement, the Operating Authority shall continue to provide retirement benefits under the existing plans to each covered employee who retires during the term of this Agreement and to each retiree in a title covered by this Agreement.

Article XV. Entire Agreement

1. This Agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written.

2. Paragraph 1 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.

3. Excepted from paragraph 1 above are those matters subsequently agreed upon, in writing, by the Presidents of both parties.

Article XVI Term of Agreement

Except as otherwise herein provided, this 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 June 30, 1987. Negotiations for a new contract shall begin sixty (60) days before the expiration date set forth herein.

This Agreement shall be neither effective nor binding on the Authority or on 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 whereof, the parties have hereinto set their hands
and seals this _____ day of _____

APPROVED AS TO FORM

BY: Albert C. Cronin
A

MANHATTAN AND BRONX SURFACE
TRANSIT OPERATING AUTHORITY

BY: Robert Kiley
Robert Kiley, Chairman

David L. Gunn
David L. Gunn, President

APPROVED AS TO FORM

TRANSIT SUPERVISORS
ORGANIZATION

BY: _____

BY: Michael Collins
Michael Collins,
President

SCHEDULE A

TITLE	Effective July 1, 1984		Effective July 1, 1985		Effective July 1, 1986	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
Accountant	20,182	26,360	21,292	27,810	22,570	29,479
Assistant Accountant	17,870	22,386	18,853	23,617	19,984	25,034
Associate Accountant	24,884	34,620	26,253	36,524	27,828	38,715
Administrative Assistant	20,919	26,648	22,070	28,114	23,394	29,801
Administrative Associate	23,407	29,588	24,694	31,215	26,176	33,088
Senior Administrative Assistant	25,894	34,412	27,318	36,305	28,957	38,483
Assistant Buyer	17,655	22,698	18,626	23,946	19,744	25,383
Photographer	19,250	23,573	20,309	24,870	21,528	26,362
Senior Photographer	21,865	29,447	23,068	31,067	24,452	32,931
Supervising Clerk	16,168	21,335	17,057	22,508	18,080	23,858
Senior Stenographer	14,954	18,908	15,776	19,948	16,723	21,145
Supervising Stenographer	16,572	21,335	17,483	22,508	18,532	23,858
Supervising Telephone Operator	16,168	21,335	17,057	22,508	18,080	23,858
Claim Examiner	17,150	24,353	18,093	25,692	19,179	27,234
Senior Claim Examiner	19,361	29,371	20,426	30,986	21,652	32,845
Stenographic Specialist						
Level I	16,729	19,518	17,649	20,591	18,708	21,826
Level II	17,530	22,028	18,494	23,240	19,604	24,634
Level III	18,854	25,985	19,891	27,414	21,084	29,059

I Accounting and EDP

A. Longevity Differential

Title Code #	Title	
40505,09523	Assistant Accountant (Inc. OTB & JOP)	5 years of service - \$300
40705	Assistant Actuary	12 years of service - an additional \$500
40905	Assistant Economist	
40491	Assistant Retirement Benefits Examiner	
40605	Assistant Statistician	

The longevity differential is effective 1/1/83 and does not become part of the basic salary rate. Service eligibility is related to the length of service in the appropriate occupational group. In the future for new qualifiers, eligibility for the longevity differential occurs on the January 1, April 1, July 1, or October 1 subsequent to the anniversary date. The longevity differential is not pensionable until the employee has received it for two years. When an employee receiving a longevity differential is promoted to a title in 'B' (Service Increment), the eligibility for the longevity ends and the employee would receive the appropriate service increment.

B. Service Increment

Title Code #	Title	
1. 40510,09521	1. Accountant (Inc. OTB & JOP)	5 years of service - \$600
40710	Actuary	12 years of service - an additional \$550
40910	Economist	
40925	Investment Analyst (Inc. OTB & JOP)	
09761	Management Auditor	
40493	Retirement Benefits Counselor	
40492	Retirement Benefits Examiner	
40610	Statistician	
2. 40517	Associate Accountant	5 years of service - \$850
13125	Income Tax Systems Analyst	12 years of service - an additional \$550
40515	Senior Accountant	
00263	Senior Associate Accountant	
40520	Supervising Accountant	
40715	Senior Actuary	
40725	Senior Actuary (Group Chief)	
09762	Associate Management Auditor	
40915	Senior Economist	
40920	Supervising Economist	
40926	Senior Investment Analyst	
40927	Supervising Investment Analyst	
40494	Supervising Retirement Benefits Examiner	
40495	Principal Retirement Benefits Examiner	
40615	Senior Statistician	
40625	Principal Statistician	

3. 13651 Computer Programmer Analyst 1 year of service - \$500

The service increment is effective 1/1/83 and becomes part of each eligible employee's basic salary rate. Service eligibility is related to length of City service in the appropriate occupational group. In the future for new qualifiers, the increment is effective on the January 1, April 1, July 1, or October 1 subsequent to the employee's anniversary date. The service increment is not pensionable until the employee has received it for two years.

C. Premium Pay - A 10% premium effective 1/1/83 for the 36th hour of work per week for all employees in EDP titles (covered by the Accounting/EDP unit contract) who are assigned to work a "3 days per week, 12 hours per day" schedule.

<u>Title Code #</u>	<u>Title</u>
13620	Computer Aide
13621	Computer Associate (Operations)
13631, 96311, 96312, 96313	Computer Associate (Software)
13511	Computer Operator (incl. OTB)
13530	Computer Programmer
13651	Computer Programmer Analyst
13650	Computer Programmer Analyst Trainee
13632	Computer Specialist (Software)
13514	Principal Computer Operator (incl. OTB)
13550	Principal Computer Programmer (incl. OTB)
13512	Senior Computer Operator
13560	Senior Principal Computer Programmer
13513	Supervising Computer Operator (incl. OTB)
03991	Supervisor, Scheduling and Control (EDP)

II. Associate Traffic Enforcement Agent,
Traffic Enforcement Agent, et al.

Uniform Allowance increase - to \$335 effective 1/1/83; to \$358 effective 7/1/83.

<u>Title Code #</u>	<u>Title</u>
71651	Traffic Enforcement Agent
71652	Associate Traffic Enforcement Agent
71612	Parking Enforcement Agent
71622	Senior Parking Enforcement Agent
71681, 05218	Sanitation Enforcement Agent
71682, 05219	Associate Sanitation Enforcement Agent