



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: New York City Transit Authority and Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA) and Operating Supervisory Unit, Coin Retriever Unit, Queens Supervisory Unit, Transit Supervisors Organization, Transit Workers Union (TWU), AFL-CIO, Local 106 (2004) (MOA)

Employer Name: New York City Transit Authority and Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA)

Union: Operating Supervisory Unit, Coin Retriever Unit, Queens Supervisory Unit, Transit Supervisors Organization, Transit Workers Union (TWU), AFL-CIO

Local: 106

Effective Date: 01/01/04

Expiration Date: 04/18/07

PERB ID Number: 9393

Unit Size: 525

Number of Pages: 226

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

sup 17265

TWU
LOCAL 106

TRANSIT
SUPERVISORS
ORGANIZATION
OPERATING SUPERVISORY
UNIT

&
COIN RETRIEVER
UNIT

1/1/04 - 4/18/07

RECEIVED

AUG 05 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

525

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the New York City Transit Authority, herein referred to as "New York City Transit" and the Manhattan and Bronx Surface Transit Operating Authority, herein referred to as "MaBSTOA" (both of which herein jointly referred to as the "Authority") and the Transit Supervisors Organization, TWU, Local 106, Operating Supervisory Unit, Coin Retriever Unit, and Queens Supervisory Unit, herein referred to as the "Union".

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

1. Term

This agreement shall commence February 1, 2004 and continue in effect through April 18, 2007.

2. Wages Rates

The wage rates for employees represented by the Union shall be modified as follows:

(a) Effective February 1, 2005, the rates of pay that were in effect on January 31, 2005 shall be increased by three (3) percent.

(b) The wage progression for employees hired or promoted into titles represented by the Union on or after full and final ratification of this agreement shall be as listed below. For the purpose of this schedule, "hired or promoted into a title" shall mean actually reporting and performing the work of the title:

1. Employees in the title Maintenance Supervisor Revenue Level I shall receive during the first three years of employment a percentage of the top rate for the title in accordance with the following schedule:
 - 85% starting salary
 - 100% after three years of service.

2. Employees hired or promoted in to all other supervisory titles represented by the Union (QSA and MaBSTOA) excluding CRT shall receive during the first three years of employment in title a percentage of the top rate for the title in accordance with the following schedule:
 - 80% starting salary
 - 100% after three years of service

(c) Effective the first day after final ratification, the annual wage rates for titles covered by the collective bargaining agreements will be increased to the rates set forth in Appendix D. These rates reflect and already include the \$800 increase which is effective the first day after final ratification and also include the increases negotiated in the departmentals.

(d) Effective February 1, 2006, the rates of pay that were in effect on January 31, 2006 shall be increased by three (3) percent.

(e) Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

3. Night/Shift Differential

(a) Effective the first day after final ratification, the annual wage rate utilized for computation of the night/shift differential for all titles covered by the collective bargaining agreement will be increased as set forth in Appendix C.

(b) Effective the first day after final ratification, weekday night differential hours shall be paid for all hours worked between 6 p.m. and 6 a.m. for all titles covered by this agreement.

4. Longevity Payments

Current annual longevity payments shall be increased by \$150. The December 2004 payment shall be prorated for the period covering February 2004-September 2004.

5. Additional Holiday

Martin Luther King Day will be added to the Holiday sections set forth in the parties' respective Operating Unit and Queens Supervisory Unit collective bargaining agreements. On a one-time basis, each member of the bargaining units will be granted one (1) floating holiday in 2007. If not utilized by the end of the calendar year, the day can be cashed-in or saved in the same manner as other holidays.

6. Lump Sum Payment

(a) In recognition of substantial past productivity of the work force since the advent of Metro-Card and the dramatic increase in ridership in the last several years, as soon as practicable following ratification of this agreement, the Authority shall pay a one-time, non-recurring, lump sum payment of \$1000 to each employee who meets the eligibility requirements specified herein.

(b) In order to be eligible to receive the above referenced lump sum payment the employee must be on the payroll on February 1, 2004.

Employees who transferred into the bargaining unit and received the lump sum payment while in another bargaining unit will not be eligible for payment under this Agreement.

7. Health Benefits

(a) The Medicare Part B reimbursement for those employees who retired prior to January 1, 2001 will be \$6.90 per month effective 2007. (This does not include those retirees with HIP/VIP Option II).

(b) Employees who perform hazardous duties requiring eye protection will be eligible for prescription safety glasses at no cost to the employee.

(c) In addition to Dentcare, employees will have the option of participating in the two AMLI dental programs, i.e. American Dental Centers or American Medical & Life Insurance Program currently available to other Authority employees. This option will be made available at the next open enrollment period. If these programs are eliminated they will no longer be available to the supervisory workforce and the parties will meet to discuss alternate plans.

(d) The parties agree to provide an additional PPO choice for those employees and retirees currently eligible for the Metlife dental plan with the following reimbursement schedule:

In-Network

\$1,500 annual limit
\$1,000 orthodontic limit
No lifetime limit

Reimbursement

- Preventive – 80%
- Minor Restorative – 60%
- Major Restorative – 40%

Out-of-Network

The purpose of this improved PPO is to improve in network reimbursement only. Out-of-network reimbursement is minimal.

This option would be made available at the next open enrollment period.

(e) Supervisors promoted from the hourly workforce shall retain the applicable hourly health benefit package until they have worked for three years as a supervisor. An employee who retires during this period will retire with the applicable hourly retiree health benefit package. Upon completion of the third year as a supervisor, the employee will receive the supervisory health benefit package as agreed upon by the parties. This provision will be effective for all new supervisors hired after the date of final ratification of the collective bargaining agreements.

(f) An employee covered under the terms of this agreement who leaves the employ of the Authority with less than ten (10) years of qualifying pension service is not eligible to receive medical benefits from the Authority as a vestee or retiree with the exception of COBRA benefits or if the employee has been granted a disability pension. An employee who has been granted a disability pension will receive the plan of benefits at no cost to them.

If an employee covered under the terms of this agreement leaves the Authority vested with a minimum of ten (10) or more years of qualifying pension service, and is within five (5) years of receiving a pension benefit, the Authority will continue medical benefits without cost to the employee as a vestee and as a retiree.

If an employee covered under the terms of this agreement leaves the Authority vested with a minimum of ten (10) years of qualifying pension service, and is more than five (5) years from receiving a pension, medical benefits shall not be continued unless the employee assumes direct payment to the state health insurance program for the cost of the benefits. If the employee assumes the benefit costs as a vestee until such times as he/she begins to collect a pension, he/she



will then be eligible to receive health benefits as a retiree at no cost. If the employee chooses not to pay for health benefits as a vestee, he/she is not eligible to receive health benefits as a retiree.

8. Sick Leave

A. (i) Effective July 1, 2007, employees with 50% or more of their potential sick leave balances as calculated on May 1, 2007 will be subject to all sick leave rules during the upcoming year with the following exceptions:

- Not be required to “call in” and “call out” from the sick location
- Not be required to medically document any absence if three days or less
- Not be subject to “home visits” or sick leave location investigations
- Not be subject to any requirements of the sick leave control list

(ii) On each subsequent July 1 of this program, employees with 50% or more of their potential sick leave balances as of May 1 will be eligible for the above sick leave rule modifications.

(iii) A fresh start program will be instituted for employees whose sick leave balances are below the 50% threshold as calculated on May 1, 2007. For each year beginning July 1, 2008, and continuing thereafter, those employees will have the percentage of their sick leave balances measured from May 1, 2007, and will be eligible for the above sick leave rule modifications if they meet the 50% threshold.

B. Yearly Sick Leave Cash Out Program

(i) Employees who have no sick leave usage during the period of May 1 of one year through April 30 of the next year may elect to cash out up to two sick days. If an employee has used only one sick day the employee may, at his/her option, cash out one sick day. The cash out will take place in May 2007 and each May thereafter.

(ii) The number of sick leave days an employee elects to cash out will be deducted from the employee’s potential and actual available sick leave balance for purposes of the yearly 50% calculation of Section 8A above and for purposes of calculation of the sick leave cash-out upon separation or retirement from active service where the employee is eligible for such cash-out under the terms of the current Agreement or Section 8C below.

C. Sick Leave Cash Out Upon Separation from Service

A fresh start program will be added to the current program for those employees who do not meet the current criteria of the sick leave cash-out upon separation or retirement. Under the fresh start program, an employee who voluntarily leaves the employ of the Authority or retires with ten (10) or more years of service and who does not have at least 50% of his/her potential career accrual in his/her sick leave bank at the time of separation or retirement will have his/her sick leave balance calculated based upon the sick leave accrued and taken subsequent to May 1, 2007. To be eligible under the fresh start program, the employee must have a minimum of 50% of his/her potential sick leave balance accrued subsequent to May 1, 2007. Such employees will receive a lump sum payment equal to 50% of his/her actual sick leave balance based solely on

time credited and not taken subsequent to May 1, 2007. Those employees who have at least 70% of their potential sick leave balance accrued subsequent to May 1, 2007 will receive a lump sum payment equal to 60% of their actual sick leave balance based solely on time credited and not taken subsequent to May 1, 2007.

D. Employees will have three work days to turn in sick forms.

E. Sick Leave Cash-Out provisions and the Sick Leave Control List Program as outlined in the Memorandum of Understanding between the Transit Authority and the TSO Operating and Coin Retrievers Units, TWU Local 106 dated July 19, 2000 shall apply to the Queens Supervisory Unit.

9. Additional Sick Leave

Additional sick leave shall be provided to each employee at seventy-five percent (75%) of what the employee would have been paid if he/she worked in accordance with his/her regular schedule subject to the terms and conditions hereinafter set forth:

Employees with 3 or more years of service in the TWU, Local 106, bargaining unit at the beginning of the sick leave year: 120 work days

The additional sick leave provided herein shall not be accumulated from year to year but shall be available to the covered employee in each year. The additional days shall not be available to an employee unless he/she is absent for illness for nine (9) or more consecutive working days, in which event that employee shall receive pay to the extent provided above from the first day after exhausting his/her regular sick leave bank.

To be eligible to receive the additional days of sick leave on a seventy-five percent (75%) payment basis during any sick leave year, the employee must be eligible for an allowance of twelve (12) days of sick leave pay in said sick leave year.

An employee who has exhausted all of his/her sick leave allowances at full pay, may elect, subject to the approval of his/her department head, to use any current vacation or accrued AVA days to which he/she may be entitled to in their entirety, before being eligible for sick leave at the seventy-five percent (75%) payment basis. If such absence is expected to continue beyond the end of the vacation year, the employee's leave of absence with pay for illness shall be interrupted for a sufficient number of days so that he/she may be paid for any remaining current vacation before the expiration of the vacation year. The employee must provide adequate medical evidence to show that the entire period of absence including a vacation and AVA days used under this paragraph was the result of one continuous absence.

An employee may receive the additional 25% (for a total of 100%) of his/her pay as set forth above if he/she had more than one-half of his/her potential sick leave balance available at the onset of the illness which was the basis of the request for additional sick leave.

Upon exhaustion of the 120-day benefit, an additional 60 work days may be given at the sole discretion of management.

Such payments of additional sick leave cannot be utilized in conjunction with injury-on-duty claims. Such payments shall not be paid to an employee who has been terminated due to a disability pursuant to the Civil Service Law, Sections 72/73.

Handwritten initials 'RE/K' and a signature 'GPA' in the bottom right corner of the page.

This provision applies to TWU, Local 106, Units (MaBSTOA, CRT and QSA) noted above and replaces any and all additional sick leave grant program.

10. **Discipline**

Disciplinary Grievance Procedure/See attached Appendix B.

11. **Medical Appeal Grievance Procedure**

The parties agree to meet to discuss a medical appeal grievance procedure.

12. **Commingling Agreement**

See attached Appendix A.

13. **AVA/OTO**

- (a) The current cap on accruing OTO time will be increased to 72 hours.
- (b) In the event an employee chooses to bank overtime worked as OTO time, any night shift differential associated with the overtime worked will be paid in accord with the current practice.
- (c) The cap on accruing AVA days will be 70 days.

14. **Overtime**

- (a) The overtime cap will be increased by 150% of any general wage increase.
- (b) An employee who has reached the overtime cap will not be restricted from selecting a position which includes overtime as part of the position's regular schedule.
- (c) Employees who have not reached the cap limit will not be prevented from working overtime.

15. **Job Security**

The Job Security Clause of the contract shall read as follows:

"The parties will make every effort to avoid involuntary reductions in force. These efforts will include reassignments and other movements of personnel where applicable. If such reductions are nonetheless necessary, the provisions of the contract shall apply.

The Authority will provide 45 days prior written notice by certified mail to the Union of any planned reductions in or reassignment of personnel and agrees to meet with the Union within 15 days after notice is given to discuss such planned reduction or reassignment.

16. **Release time**

- (a) There shall be no cap on full-time Union paid release time.
- (b) Five (5) paid release days per month will be added to existing paid union release time. Individuals chosen must be an employee in the bargaining unit.

RJA
GAA

(c) The parties agree that Authority paid release time will be utilized exclusively for labor – management activities.

(d) The Authority agrees to continue to pay for the health benefit package (basic and supplemental) for employees who are released full-time without pay to work for the Union. The Union shall be responsible to pay the Authority for any employee contributions for these employees on a quarterly basis.

17. Seniority

Employees who leave the bargaining unit or who are promoted within the bargaining unit for more than one year and then return to a position covered by the bargaining unit will be treated as new to the bargaining unit for all purposes relating to seniority except:

(a) where Civil Service Law governs otherwise

18. Departmentals

The parties' agreements concerning departmental issues are attached hereto.

19. Arbitrators

The parties agree to rotate disciplinary and contract interpretation cases between three (3) arbitrators as follows:

1. Daniel Brent
2. George Nicolau
3. Elliot Shriftman

20. Consolidated Collective Bargaining Agreement

The parties agree to further amend the collective bargaining agreement incorporating subsequent Memorandums of Understanding, the attached Appendices A, B, C, and D and the departmental agreements and this Memorandum of Understanding. As soon as practicable after the ratification of the agreement, the parties agree to meet to discuss consolidated collective bargaining agreements. The Authority agrees to publish and distribute the consolidated agreements.

21. 401K/457

Employees may elect to allocate any retroactive monies received to their 401K or 457 deferred compensation plan within legal mandates.

22. MaBSTOA Pension Board

The Authority agrees to write a letter to the MaBSTOA Pension Board in support of the Union's position that it be allowed to sit in on all matters before the Board impacting upon its members.



23. Continuation of Terms

Except as otherwise expressly provided in this Agreement, all provisions and Stipulations attached to the previous Collective Bargaining Agreements, as amended, shall continue in effect. All side letters attached to the previous unit Collective Bargaining Agreements shall continue in effect unless modified herein.

24. This agreement is subject to ratification by the MTA board and members of the union.

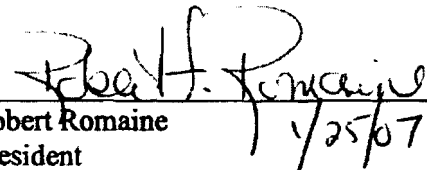
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED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

IN WITNESS WHEREOF, the parties have set their hands and seals as of this 25 day of January, 2007.

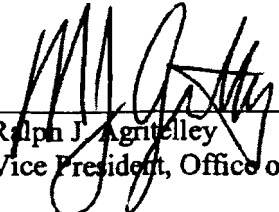
For : New York City Transit & MaBSTOA

For : Transit Supervisors Union, TWU
Local 106

Lawrence J. Reuter
President



Robert Romaine
President

 1/25/07

Ralph J. Agritelley
Vice President, Office of Labor Relations

DEPARTMENTAL AGREEMENTS

Division of Security

- Management and the Union will work together to develop a system for RDO swaps.
- The Authority will provide a \$75 voucher for the purchase of winter work boots once every two years. Those supervisors who take the voucher will be required to wear the work boots in the winter months.
- The Authority will provide a \$75 per year allowance for the maintenance of uniforms.
- Pick rights as set forth in Appendix A.
- The parties have agreed to commingling as set forth in Appendix A as attached hereto.
- Effective the first day after final ratification, Property Protection Supervisors, Level I shall have their annual salaries increased by \$1500. This increase is reflected and already included in the wage chart attached as Appendix D.

Division of Revenue Collection

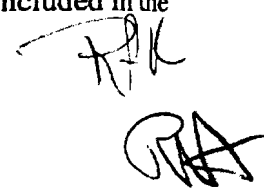
- Pick rights as set forth in Appendix A.
- The parties have agreed to commingling as set forth in Appendix A as attached hereto.
- Effective the first day after final ratification, Revenue Collection Supervisors, Level I shall have their annual salaries increased by \$1500. This increase is reflected and already included in the wage chart attached as Appendix D.

Division of Supply Logistics

- Pick rights as set forth in Appendix A.
- The parties have agreed to commingling as set forth in Appendix A as attached hereto.
- Effective the first day after final ratification, Storeroom Supervisors, Level I shall have their annual salaries increased by \$1500. This increase is reflected and already included in the wage chart attached as Appendix D.

Division of Electronic Maintenance (Revenue Equipment Maintenance-Buses' Support Unit)

- Pick rights as set forth in Appendix A.
- The parties have agreed to commingling as set forth in Appendix A as attached hereto.
- Effective the first day after final ratification, Coin Retriever Technicians, Lead Coin Retriever Technicians, and Revenue Maintenance Supervisors, Level I shall have their annual salaries increased by \$1500. This increase is reflected and already included in the wage chart attached as Appendix D.

Handwritten signatures in black ink, including a signature that appears to be 'JPK' and another that appears to be 'RA'.

Division of Plant and Equipment

- Pick rights as set forth in Appendix A.
- The parties have agreed to commingling as set forth in Appendix A as attached hereto.
- Effective the first day after final ratification, Plant and Equipment Supervisors shall have their annual salaries increased by \$1500. This increase is reflected and already included in the wage chart attached as Appendix D.

Handwritten initials in black ink. The top set of initials appears to be 'HIL' and the bottom set appears to be 'GMA'.

Department of Buses' Departmentals

- Employees will continue to pick by seniority their work assignment (where currently posted on the pick), tour of duty (hours of work), RDO's and location. Where work assignments are currently indicated on the pick they will continue to be indicated on the pick. Relief and/or extra list positions will also be indicated on the pick as is the current practice. These positions will also be picked by seniority.
- A pick in seniority order will take place a minimum of once a year and will be binding upon the Authority with the following exceptions:
 - A) Positions eliminated permanently during a pick period.
 - B) Positions eliminated temporarily due to a service modification during the pick period.
 - C) When the extra list is exhausted and the employee is reassigned within their Division for one or two days and his/her picked position is not backfilled. This provision applies where management is seeking to fill inside positions from the road.
 - D) Those employees who have requested FMLA leave, religious accommodations or ADA accommodations may have their pick selections modified if it will assist the Authority in implementing the FMLA or in making the above accommodations as long as other employees are not displaced.
- The parties agree that extended tours of duty (e.g. nine-hour assignments) in the Buses' Maintenance Division may be placed on the pick.
- The parties agree to establish an extra list in the Maintenance Division that would allow the Authority to move employees with less than seven (7) days notice without the payment of a penalty. The extra list will be administered in the same manner as currently administered in Transportation. The parties agree that the current vacation relief (when not covering weekly vacations) and as assigned jobs may be designated as extra list jobs. The Authority agrees that the number of extra list positions will be approximately 10% of the number of bargaining unit positions in a depot or other maintenance facility.
- All meal allowance payments that may apply shall be eliminated for all titles represented by TWU, Local 106 in the Department of Buses.
- Overtime Offset (OTO) shall be modified for Surface Line Dispatchers or other Dispatcher titles and Line Supervisors/ Maintenance Supervisors, Level I in the Department of Buses as follows:

Utilization of OTO time in the Department of Buses shall be limited to 12 days per calendar year. Employees may request to use additional days with approval being solely at the discretion of management. At an employee's option, he/she may cash-out accrued OTO balances at the end of

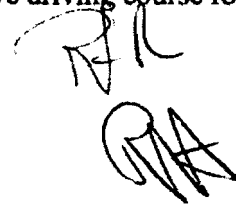
NRK
GVA

the calendar year. The parties will work-out a procedure to implement this provision. Such payments are deemed pensionable.

- The parties have agreed to commingling as set forth in Appendix A attached hereto.
- Effective the first day after final ratification, Surface Line Dispatchers and Maintenance Supervisors, Level I working in the Department of Buses shall have their annual salaries increased by \$1500. This increase is reflected and already included in the wage chart attached as Appendix D.
- As soon as practicable upon ratification of the Agreement, management will provide on a one-time basis winter coats to Supervisors in the Maintenance Division.
- A Labor/Management Committee will be established to discuss the following issues:

Work Loads for Maintenance Supervisors and other issues in Transportation.

- The Department of Buses will establish a voluntary defensive driving course for Surface Line Dispatchers at no cost to the employee.

Handwritten initials or signature, possibly "RA" or "RAA", in black ink.

Appendix A

Commingling Agreement

Upon ratification the parties have agreed to the commingling of work and cross-utilization of personnel among the TWU, Local 106-Queens Division, the TWU, Local 106 MaBSTOA Division and the Subway Surface Supervisors Association supervisory bargaining units as follows:

1. The Authority and the union agree that the below mentioned positions shall be referred to as **Cross Utilization positions**: extra list, as assigned and vacation relief (when not assigned to cover weekly vacations).
2. Employees will continue to pick an extra list, as assigned or vacation relief position in a depot or road control. Employees will first be utilized (in seniority order) to cover the vacancies/absences management is seeking to fill in their picked location. Employees not utilized in their picked location, will then be available for assignment (in seniority order) within their Division to cover vacancies/absences being filled by management. Employees not utilized within their Division will then be available for assignment to another Division in the following manner:
 - An integrated master list of the two TWU, Local 106 bargaining units (as specified above) employees picking extra list, as assigned and vacation relief positions, will be established by TSO seniority at the beginning of each yearly pick and shall be modified throughout as needed.
 - To the extent that the master list is not exhausted (i.e., employees on the list who have not been assigned), the employees can be assigned in inverse seniority order to another Division based upon the needs of service. However, if an employee is being sent to a Division in a non-TSO represented bargaining unit, the extra list, as assigned, and vacation relief positions in that non-TSO represented unit must be exhausted first.
 - Employees picking an extra list, as assigned or vacation relief position can have different reporting locations based upon the above stated criteria for cross-utilization.
3. Supervisors in the three specified bargaining units will perform any in-title supervisory work which is located at their picked or assigned work location, i.e., work will not be separated by bargaining unit at any work location or facility.
4. In commingled facilities such as the Buses' Command Center and the Zerega Avenue maintenance facility, the supervisors from all three bargaining units will be treated as one group of employees for purposes of relief positions/coverage. To the extent that work is not covered through relief positions and overtime is to be utilized, it will be given to the bargaining unit based on the jurisdiction of the position being covered.

PK
GMA

The employees will also be treated as one group of employees for purposes of establishing the vacation and OTO quotas. This provision with respect to vacation quotas will not be implemented until such time as the vacation years coincide. Once the quotas are established, slots will be allocated in accord with the ratio of bargaining unit employees at the facility. Those slots allocated in this manner to a bargaining unit will only be available for selection by employees within that bargaining unit. At no time will the Authority be required to grant more slots than those originally established.

The Authority agrees to maintain the current ratios of employees from each bargaining unit at the commingled facilities. Future commingled facilities will include a fair representation of members from both bargaining units.

5. The parties agree that in the units of the support divisions affected by this agreement (Division of Security; Division of Electronic Maintenance – Buses' Support Unit includes Revenue Equipment and Electronic Equipment Maintenance Supervisors; Division of Revenue Collection and Division of Supply Logistics) supervisors will pick by seniority their tour of duty (hours of work), RDO's and location. Where assignments are currently indicated on the preference they will also be picked by seniority. Relief and/or extra list positions will also be indicated on the pick as is the current practice. These positions will also be picked by seniority. The pick will be binding upon the Authority with the following exceptions:
 - Those positions eliminated permanently during a pick period; or
 - Those positions eliminated temporarily due to a service modification during the pick period; or
 - When the extra list is exhausted and the employee is reassigned within the Division for one or two days and his/her picked position is not backfilled. This provision applies where management is seeking to fill inside positions from the road; or
 - Those employees who have requested FMLA leave, religious accommodations, or ADA accommodations may have their pick selections modified if it will assist the Authority in implementing the FMLA or in making the above accommodations as long as other employees are not displaced.
6. In the future when new supervisors are hired into the support divisions/departments, management agrees to retain the current ratio of TWU, Local 106 represented supervisors to SSSA represented supervisors for each covered title absent new service requirements.
7. The parties agree that the purpose of this agreement is not to eliminate any collective bargaining unit.
8. The Authority agrees that it will not utilize this agreement to modify supervisory reporting locations to artificially add to or subtract from the number of supervisors in any bargaining unit.



9. The Authority will not utilize this agreement to disproportionately add or eliminate positions from any bargaining unit.

10. The ratio of TWU Local 106 represented supervisors to SSSA represented supervisors in the Department of Buses will remain approximately the same unless new service requirements arise.

11. This cross-utilization/co-mingling agreement shall not be utilized by management to argue that exclusive bargaining unit work is no longer exclusive. Management recognizes the continued exclusivity over work that heretofore has been exclusively the work of the bargaining unit.

Handwritten initials 'RFL' and 'GTA' with a vertical line connecting them.

Appendix B

Disciplinary Grievance Procedure

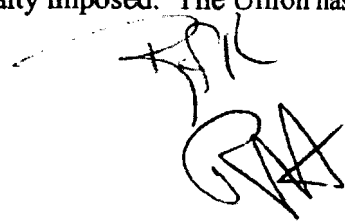
A disciplinary grievance is hereby defined to be a complaint on the part of any covered employee that there has been a violation of the employee's contractual rights with respect to a disciplinary action of a warning, reprimand, fine, suspension, demotion and /or dismissal except that a "disciplinary grievance" shall not include the removal or other discipline of a probationary, provisional, part-time, or temporary employee. This provision shall not be construed to deprive a provisional employee of his/her right to use this procedure prior to suspension or termination from his/her permanent title.

The disciplinary procedure and the rights set forth herein shall be in lieu of any other disciplinary procedure and rights that may have previously applied to an employee covered by this agreement including but not limited to the procedures and rights specified in Sections 75 and 76 of the Civil Service Law and shall apply to all persons who but for this procedure and rights would be subject to Sections 75 and 76 of the Civil Service Law. These procedures and rights shall not apply to probationary, provisional, part-time or temporary employees.

In the Authority, no disciplinary proceeding shall be commenced more than 30 working days after the Employee's Responsibility Center Manager or Immediate Supervisor has knowledge of the alleged violations or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply when the violations or misconduct complained of and described in the charges is the subject of an investigation (by the Authority or other governmental agencies/bodies) or would, if proven in a court of appropriate jurisdiction, constitute a crime. Employee absences and Authority observed holidays should be excluded from the 30 working days.

In the Authority, no warning, reprimand, suspension, demotion, or dismissal shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure. This provision shall not, however, foreclose the pre-disciplinary suspension of an employee for reasons of serious misconduct detrimental to the operation of the Authority including but not limited to the following: violation of the drug and controlled substance policy; violation of the alcohol policy; theft or fraud; allowing subordinates to commit fraud; chronic absenteeism¹; physical violence or threats of physical violence; gross insubordination; serious safety violations; criminal conduct; and violations of the Authority's policies concerning EEO and Sexual harassment.

If an employee fails to appear on two occasions at any step in the disciplinary grievance procedure, the grievance shall be deemed abandoned and the penalty imposed. The Union has the right to grieve the issue of abandonment.

Handwritten initials and a signature in the bottom right corner of the page. The initials appear to be 'APK' and the signature is 'GWA'.

¹ The parties have not agreed on the definition of chronic absenteeism.

Disciplinary grievances as defined herein shall be processed and settled in the following manner:

Step I

An employee or his/her union representative shall be permitted within 5 days from the time of notification of the disciplinary charges to appeal the charges in writing. The Division Head or his/her designee will hear the appeal. Within 15 days after receipt of the written appeal, the matter shall be heard. The employee's union representative may accompany him/her at this informal meeting. The decision on the appeal will be rendered to the employee and his/her union representative within 10 days after the meeting.

When a pre-disciplinary suspension has been imposed, the employee and his/her union representative will be given the opportunity to meet with the Division Head or his/her designee within 48 hours after his/her suspension (or the next weekday workday exclusive of the employee's regular days off, if suspended on a Saturday, Sunday or holiday). The decision of the Division Head or his/her designee will be rendered in writing to the employee and his/her union representative within 48 hours following said meeting.

Step II

In the event the matter is not satisfactorily adjusted at Step I, the employee or his/her union representative may, within 5 days after the receipt of written notification from the notification of the Step I decision, appeal in writing to the designated Sr. Director from the Office of Labor Relations. The Sr. Director or his/her designee will hear the appeal within 30 days after the receipt of the written appeal. The Sr. Director or designee shall within 20 days after the hearing is closed, render his/her decision in writing.

Where a pre-disciplinary suspension has been imposed, the hearing shall be held within 8 days of receipt of the appeal in the Office of Labor Relations. The Sr. Director or designee shall within 48 hours after such hearing is closed, render his/her decision in writing.

Arbitration

In the event the disciplinary grievance is not resolved at Step II, the employee or his/her union representative, may within 5 days after notification of the decision, appeal in writing to the Office of Labor Relations seeking an arbitration hearing.

The Authority shall schedule all arbitrations on a timely basis. There shall be sufficient dates of arbitration to timely process all pending cases.

The impartial arbitrators utilized for the term of this agreement will be selected from a panel of arbitrators agreed to by the parties and assigned on a rotating basis subject to availability.

The Union and the Authority shall be given an opportunity to submit relevant evidence and cross-examine witnesses. No transcript of the hearing shall be required.

All witnesses shall take an appropriate oath or affirmation prior to testifying.

Within 30 days after the closing of the record in the hearing, the decision of the arbitrator shall be issued. Such arbitration awards shall be final and binding.

Handwritten initials "TRK" and a signature "GMA" in black ink.

In cases where the recommended penalty is demotion or dismissal, the appeal will be heard at arbitration by a Tripartite Panel consisting of an impartial arbitrator, a member selected by management, and a member selected by the Union. The decision of the Panel must be by a majority and will be written by the arbitrator as quickly as possible but no later than twenty (20) days after the closing of the record in the hearing. Within 20 days after issuance of the award by the Panel, the Union or Authority Panel member has the right to issue a dissenting opinion. Such arbitration awards shall be final and binding.

The arbitrator or the Panel, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written rule, or policy Instruction of the Authority governing or affecting employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this agreement or of such rules or Policy Instructions. The arbitrator or Panel shall not have the authority to render any opinion or make any recommendations:

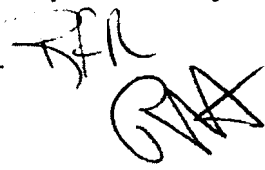
- a. Inconsistent with or contrary to the provisions of the applicable Civil Service Laws and regulations;
- b. Limiting or interfering in any way with the statutory powers, duties, and responsibilities of the Authority in operating, controlling, and directing the maintenance and operation of the transit facilities, or with the Authority's managerial responsibility to run the transit lines safely, efficiently and economically;
- c. With respect to modification of any wage rates provided in the agreement.

If there is presented to the arbitrator or the Panel for decision any charge, which, if proven in Court, would constitute a felony, or any charge involving assault, thefts of Authority property, a violation of the Drug and Controlled Substances or alcohol policies or chronic absenteeism² the question to be determined by the arbitrator or Panel shall be with respect to the fact of such conduct. Where such charge is sustained, the disciplinary penalty recommended by the Authority shall be affirmed except if there is presented to the arbitrator/panel credible evidence that the action by the Authority is clearly excessive in light of the employee's record and past precedent in similar cases. It is understood by the parties that this exception will be used rarely and only to prevent a clear injustice. All expenses of the impartial arbitrator shall be divided equally between the Authority and the Union.

General Provisions

- At each step of the disciplinary grievance procedure, the Authority retains the right to increase, decrease or otherwise modify the decision made at the lower level.
- In computing the time within which any action must be taken under the above procedures, Saturdays, Sundays, and holidays shall not be counted except where other specified.
- In any case where the Authority does not schedule a matter for hearing or render a decision within the prescribed time limits, the grievance may be appealed to the next step of the procedure.
- An employee may work off suspension time, at management's discretion, on his/her regular day off or during his/her vacation period at a rate of one day for each day of suspension.

² The parties have not agreed upon a definition of chronic absenteeism.

Handwritten initials 'TRIL' and a signature 'GWA' in black ink.

- a. Upon 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 questions. For 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 given week.
 - b. The provisions set forth in this paragraph shall not be available to employees who are pre-disciplinary suspended.
- At steps I and II of the disciplinary grievance procedure, the employee may represent him/herself, but shall not be allowed to have a representative other than a Union Representative. If an employee chooses to represent him/herself or hires an outside party to represent him/herself at Step III (arbitration), the employee must sign a written waiver provided by the TWU 106 and provide a copy to The Authority.

The provisions of Appendix B are applicable to all disciplinary charges filed after the date of final ratification.



Handwritten initials "AIC" and "GMA" are present, with a signature line above them.

Appendix C

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETREIVER UNIT
BASE RATES FOR COMPUTATION OF NIGHT DIFFERENTIAL**

Title (code)		2/1/2004	Ratification
Coin Retriever Technician (OA870)			
Appointed Prior to 12/18/1997	Entrance	25,433	25,433
	2nd Year	26,004	26,004
	3rd Year	26,510	26,510
	4th Year	27,593	27,593
Appointed on or After 12/18/1997	Entrance	19,315	19,315
	2nd Year	22,074	22,074
	3rd Year	23,454	23,454
	4th Year	27,593	27,593
Coin Retriever Tech (Leader) (OA869)			
Appointed Prior to 8/10/1995	Entrance	31,003	31,003
	7th Month	31,512	31,512
	2nd Year	32,988	32,988
	3rd Year	34,479	34,479
Appointed On or After 8/10/95 and	Entrance	27,583	27,583
	2nd Year	29,307	29,307
	3rd Year	32,755	32,755
	4th Year	34,479	34,479
Appointed On or After Ratification	Entrance	N/A	27,583
	4th Year	N/A	34,479
Collection Supervisor (Revenue) I (OA257)			
Appointed Prior to 8/10/1995	Entrance	28,098	33,553
	7th Month	28,550	34,161
	2nd Year	30,878	36,945
	3rd Year	33,205	39,730
Appointed On or After 8/10/95 and	Entrance	26,564	31,784
	2nd Year	28,224	33,771
	3rd Year	31,545	37,744
	4th Year	33,205	39,730
Appointed On or After Ratification	Entrance	N/A	31,784
	4th Year	N/A	39,730

Handwritten initials 'JR' and 'GPA' in black ink, located in the bottom right quadrant of the page.

Appendix C

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETREIVER UNIT
BASE RATES FOR COMPUTATION OF NIGHT DIFFERENTIAL**

Title (code)		2/1/2004	Ratification
Dispatcher (Surface Transit) (OA300)			
Appointed Prior to 8/10/1995	Entrance	28,098	33,553
	7th Month	28,550	34,161
	2nd Year	30,878	36,945
	3rd Year	33,205	39,730
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	26,564	31,784
	2nd Year	28,224	33,771
	3rd Year	31,545	37,744
	4th Year	33,205	39,730
Appointed On or After Ratification	Entrance	N/A	31,784
	4th Year	N/A	39,730
Dispatcher I (Surface) (TA619)			
Appointed Prior to 1/27/1995	Entrance	28,042	33,553
	7th Month	28,550	34,161
	2nd Year	30,878	36,945
	3rd Year	33,205	39,730
Appointed On or After 1/27/1995 and Prior to Ratification	Entrance	26,564	31,784
	2nd Year	28,224	33,771
	3rd Year	31,545	37,744
	4th Year	33,205	39,730
Appointed On or After Ratification	Entrance	N/A	31,784
	4th Year	N/A	39,730
Line Supervisor (P&E) (OA394); Line Supervisor (Surface) (OA392)			
Appointed Prior to 8/10/1995	Entrance	31,003	37,095
	7th Month	31,512	37,706
	2nd Year	32,988	39,472
	3rd Year	34,479	41,255
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	27,583	33,004
	2nd Year	29,307	35,067
	3rd Year	32,755	39,192
	4th Year	34,479	41,255
Appointed On or After Ratification	Entrance	N/A	33,004
	4th Year	N/A	41,255

Handwritten initials/signature: REPIC and GMA

Appendix C

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETRIEVER UNIT
BASE RATES FOR COMPUTATION OF NIGHT DIFFERENTIAL**

Title (code)		2/1/2004	Ratification
Maintenance Supervisor (Revenue) I (OA262)			
Appointed Prior to 8/10/1995	Entrance	31,003	38,022
	7th Month	31,512	38,633
	2nd Year	32,988	40,450
	3rd Year	34,479	42,282
Appointed On or After 8/10/95 and	Entrance	27,583	33,826
	2nd Year	29,307	35,940
	3rd Year	32,755	40,168
	4th Year	34,479	42,282
Appointed On or After Ratification	Entrance	N/A	35,940
	4th Year	N/A	42,282
Mtc. Supv. (Stores) I (OA393); Storeroom Supervisor I (OA114); Supervisor (Stores) (OA814)			
Appointed Prior to 8/10/1995	Entrance	31,003	37,095
	7th Month	31,512	37,706
	2nd Year	32,988	39,472
	3rd Year	34,479	41,255
Appointed On or After 8/10/95 and	Entrance	27,583	33,004
	2nd Year	29,307	35,067
	3rd Year	32,755	39,192
	4th Year	34,479	41,255
Appointed On or After Ratification	Entrance	N/A	33,004
	4th Year	N/A	41,255
Mtc. Supv. (Surface) I (TA589)			
Appointed Prior to 1/27/1995	Entrance	31,003	37,095
	7th Month	31,512	37,706
	2nd Year	32,988	39,472
	3rd Year	34,479	41,255
Appointed On or After 1/27/1995 and	Entrance	27,583	33,004
	2nd Year	29,307	35,067
	3rd Year	32,755	39,192
	4th Year	34,479	41,255
Appointed On or After Ratification	Entrance	N/A	33,004
	4th Year	N/A	41,255

Handwritten signature and initials in the bottom right corner of the page.

Appendix C

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETRIEVER UNIT
BASE RATES FOR COMPUTATION OF NIGHT DIFFERENTIAL**

Title (code)		2/1/2004	Ratification
Transit Property Protection Supervisor I (OA295)			
Appointed Prior to 8/10/1995	Entrance	25,934	31,033
	7th Month	26,444	31,640
	2nd Year	27,805	33,270
	3rd Year	29,191	34,927
Appointed On or After 8/10/95 and	Entrance	23,353	27,942
	2nd Year	24,812	29,688
	3rd Year	27,731	33,181
	4th Year	29,191	34,927
Appointed On or After Ratification	Entrance	N/A	27,942
	4th Year	N/A	34,927



 [Handwritten initials/signature]

Appendix D

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETRIEVER UNIT
ANNUAL RATES OF PAY**

Title (code)		2/1/2004	2/1/2005	2/1/2006	Ratifi- cation
Coin Retriever Technician (OA870)					
Appointed Prior to 12/18/1997	Entrance	46,759	48,162	49,607	51,907
	2nd Year	47,808	49,242	50,719	53,019
	3rd Year	48,741	50,203	51,709	54,009
	4th Year	50,732	52,254	53,822	56,122
Appointed on or After 12/18/1997	Entrance	35,512	36,578	37,675	39,975
	2nd Year	40,586	41,803	43,058	45,358
	3rd Year	43,122	44,416	45,749	48,049
	4th Year	50,732	52,254	53,822	56,122
Coin Retriever Tech (Leader) (OA869)					
Appointed Prior to 8/10/1995	Entrance	57,302	59,021	60,792	63,092
	7th Month	58,236	59,983	61,782	64,082
	2nd Year	60,952	62,781	64,664	66,964
	3rd Year	63,689	65,600	67,568	69,868
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	50,951	52,480	54,054	56,354
	2nd Year	54,136	55,760	57,433	59,733
	3rd Year	60,505	62,320	64,190	66,490
	4th Year	63,689	65,600	67,568	69,868
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	56,354
	4th Year	N/A	N/A	N/A	69,868
Collection Supervisor (Revenue) I (OA257)					
Appointed Prior to 8/10/1995	Entrance	51,860	53,416	55,018	57,559
	7th Month	52,797	54,381	56,012	58,561
	2nd Year	57,072	58,784	60,548	63,147
	3rd Year	61,345	63,185	65,081	67,725
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	49,076	50,548	52,065	54,649
	2nd Year	52,143	53,707	55,319	57,918
	3rd Year	58,278	60,026	61,827	64,456
	4th Year	61,345	63,185	65,081	67,725
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	54,649
	4th Year	N/A	N/A	N/A	67,725

Appendix D

TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106 OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETREIVER UNIT ANNUAL RATES OF PAY

Title (code)		2/1/2004	2/1/2005	2/1/2006	Ratifi- cation
Dispatcher (Surface Transit) (OA300)					
Appointed Prior to 8/10/1995	Entrance	51,860	53,416	55,018	57,681
	7th Month	52,797	54,381	56,012	58,683
	2nd Year	57,072	58,784	60,548	63,268
	3rd Year	61,345	63,185	65,081	67,847
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	49,076	50,548	52,065	54,771
	2nd Year	52,143	53,707	55,319	58,040
	3rd Year	58,278	60,026	61,827	64,577
	4th Year	61,345	63,185	65,081	67,847
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	54,771
	4th Year	N/A	N/A	N/A	67,847
Dispatcher I (Surface) (TA619)					
Appointed Prior to 1/27/1995	Entrance	51,860	53,416	55,018	57,681
	7th Month	52,797	54,381	56,012	58,683
	2nd Year	57,072	58,784	60,548	63,268
	3rd Year	61,345	63,185	65,081	67,847
Appointed On or After 1/27/1995 and Prior to Ratification	Entrance	49,076	50,548	52,065	54,771
	2nd Year	52,143	53,707	55,319	58,040
	3rd Year	58,278	60,026	61,827	64,577
	4th Year	61,345	63,185	65,081	67,847
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	54,771
	4th Year	N/A	N/A	N/A	67,847
Line Supervisor (P&E) (OA394); Line Supervisor (Surface) (OA392)					
Appointed Prior to 8/10/1995	Entrance	57,302	59,021	60,792	63,510
	7th Month	58,236	59,983	61,782	64,515
	2nd Year	60,952	62,781	64,664	67,423
	3rd Year	63,689	65,600	67,568	70,359
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	50,951	52,480	54,054	56,781
	2nd Year	54,136	55,760	57,433	60,175
	3rd Year	60,505	62,320	64,190	66,964
	4th Year	63,689	65,600	67,568	70,359
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	56,781
	4th Year	N/A	N/A	N/A	70,359

Appendix D

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETREIVER UNIT
ANNUAL RATES OF PAY**

Title (code)		2/1/2004	2/1/2005	2/1/2006	Ratifi- cation
Maintenance Supervisor (Revenue) I (OA262)					
Appointed Prior to 8/10/1995	Entrance	58,752	60,515	62,330	64,917
	7th Month	59,681	61,471	63,315	65,921
	2nd Year	62,470	64,344	66,274	68,908
	3rd Year	65,305	67,264	69,282	71,930
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	52,244	53,811	55,426	58,014
	2nd Year	55,509	57,174	58,890	61,492
	3rd Year	62,040	63,901	65,818	68,451
	4th Year	65,305	67,264	69,282	71,930
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	61,492
	4th Year	N/A	N/A	N/A	71,930
Mtc. Supv. (Stores) I (OA393); Storeroom Supervisor I (OA114); Supervisor (Stores) (OA814)					
Appointed Prior to 8/10/1995	Entrance	57,302	59,021	60,792	63,389
	7th Month	58,236	59,983	61,782	64,393
	2nd Year	60,952	62,781	64,664	67,302
	3rd Year	63,689	65,600	67,568	70,237
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	50,951	52,480	54,054	56,660
	2nd Year	54,136	55,760	57,433	60,053
	3rd Year	60,505	62,320	64,190	66,842
	4th Year	63,689	65,600	67,568	70,237
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	56,660
	4th Year	N/A	N/A	N/A	70,237
Mtc. Supv. (Surface) I (TA589)					
Appointed Prior to 1/27/1995	Entrance	57,302	59,021	60,792	63,510
	7th Month	58,236	59,983	61,782	64,515
	2nd Year	60,952	62,781	64,664	67,423
	3rd Year	63,689	65,600	67,568	70,359
Appointed On or After 1/27/1995 and Prior to Ratification	Entrance	50,951	52,480	54,054	56,781
	2nd Year	54,136	55,760	57,433	60,175
	3rd Year	60,505	62,320	64,190	66,964
	4th Year	63,689	65,600	67,568	70,359
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	56,781
	4th Year	N/A	N/A	N/A	70,359

Appendix D

**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
OPERATING SUPERVISORY UNIT, QUEENS UNIT, COIN RETREIVER UNIT
ANNUAL RATES OF PAY**

Title (code)		2/1/2004	2/1/2005	2/1/2006	Ratifi- cation
Transit Property Protection Supervisor I (OA295)					
Appointed Prior to 8/10/1995	Entrance	47,989	49,429	50,912	53,412
	7th Month	48,923	50,391	51,903	54,413
	2nd Year	51,424	52,967	54,556	57,096
	3rd Year	53,970	55,589	57,257	59,823
Appointed On or After 8/10/95 and Prior to Ratification	Entrance	43,176	44,471	45,806	48,328
	2nd Year	45,875	47,251	48,668	51,202
	3rd Year	51,272	52,810	54,394	56,949
	4th Year	53,970	55,589	57,257	59,823
Appointed On or After Ratification	Entrance	N/A	N/A	N/A	48,328
	4th Year	N/A	N/A	N/A	59,823

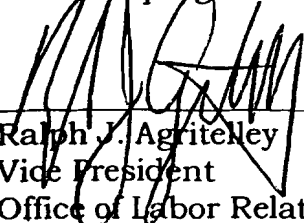
Stipulation and Agreement

Whereas, NYC Transit has provided a program to its non-represented workforce to enroll in certain health clubs and pay for the membership through payroll deduction; and

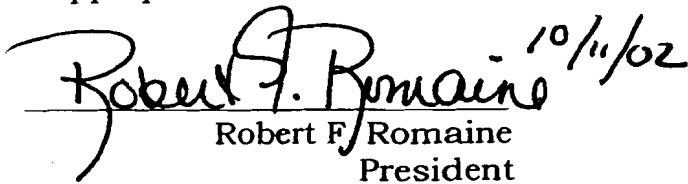
Whereas, the Transport Workers Union, Local 106 ("TSO") has requested to participate in the program;

The parties agree as follows:

1. Employees represented by the TSO will be allowed to participate in NYC Transit's program.
2. TSO understands that the rates for membership are set by the health clubs and may change from year to year. Employees are exclusively responsible for paying for the membership despite other payroll deductions. If an employee is suspended or absent without pay for more than two full pay periods, NYC Transit will have the option of deducting all owed payments from the employee's next paycheck or to suspend the membership with the appropriate penalty. Employees who are terminated, resign or retire from NYC Transit will have any monies owed related to the program deducted from any monies owed to the employee. Employees who are terminated, resign or retire are no longer eligible to participate.
3. The parties agree that the terms and conditions of this program are not subject to collective bargaining. If the program changes or is eliminated, NYC Transit's only obligation will be to notify TSO.
4. The parties agree that this agreement and the terms published by NYC Transit which govern the program or any action taken by NYC Transit concerning the program are not reviewable and cannot be challenged or grieved through the contractual grievance procedure.
5. The parties agree that the participation in the program must take place exclusively on the employee's own time and cannot infringe in any manner with an employee's work time or duties. Any violation of this provision would disqualify an employee from further participation in the program in addition to other appropriate action.


Ralph J. Agritenley
Vice President
Office of Labor Relations

10/11/02


Robert F. Romaine
President
Transport Workers Union, Local 106
Transit Supervisors Organization

10/11/02

STIPULATION OF AGREEMENT

In full settlement of outstanding issues between NYC Transit and TWU Local 106, Operating Division ("Union"), it is hereby agreed by and between the Parties that:

WHEREAS the Parties have entered into discussions with the purpose of transferring Operating Authority employees in the represented title Revenue Supervisors into the title of Maintenance Supervisor; and


WHEREAS the Parties agree that such a transfer would be in the interest of sound labor relations between the Parties, it is hereby stipulated and agreed that:

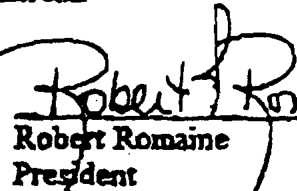
FIRST: Employees represented by the Union in the Operating Authority (OA) title of Revenue Supervisor will be transferred to the OA title of Maintenance Supervisor effective May 1, 2001; with corresponding pay rates. (RM)


SECOND Employees who have been so transferred, and who have been in the OA Revenue Supervisor Title continuously from August 15, 2000 through May 1, 2001 will receive a one time pay allowance of \$750.00;

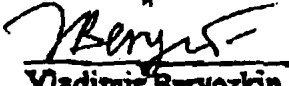
THIRD: Except as specifically noted herein, the working conditions for the affected employees will remain exactly as they were under the title of OA Revenue Supervisor.

FOURTH: The entering in to this stipulation shall not be construed as an admission by NYC Transit that it has violated any provision of the collective bargaining agreement between NYC Transit and the Union, nor shall it constitute a precedent for the determination of any other disputes between NYC Transit and the Union. In this regard it is expressly understood that the arrangement herein is predicated exclusively upon the special circumstances of this matter. Furthermore, this stipulation shall not be offered in evidence for any purpose or for any administrative, judicial, or other proceeding except for the purpose of enforcing the obligations contained herein.

 5/24/01
Ralph J. Agrikelley Date
Vice President,
Office of Labor Relations

 5/16/01
Robert Romaine Date
President
TWU, Local 106

 5/29/01
Christopher Johnson Date
Senior Director
Labor Research and Negotiations

 5/29/01
Vladimir Beryozkin Date
CMO, AFC Maintenance

Stipulation and Agreement

Whereas, NYC Transit and Transit Supervisors Organization, Transport Workers Union, Local 106 agreed in collective bargaining in July 2000 to help fund the new health plan with a new wage progression; and

Whereas, the parties also agreed to meet to discuss whether there would be an alternate manner to achieve comparable savings, i.e., approximately .75%; and

Whereas, the parties have reviewed various costings and are fully aware of the comparison of the hourly salaries in comparison to supervisory salaries during this period; and

Whereas, the parties have reached an agreement that is the furtherance of sound labor-management relations.

The parties agree as follows:

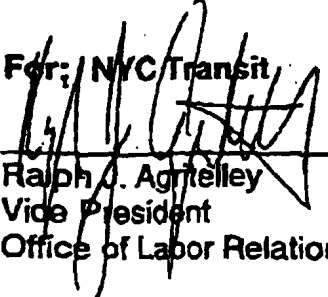
FIRST: The parties agree to retain the following wage progression for all supervisory titles covered by the agreements:

- 80% of the top rate as the starting salary
- 85% of the top rate during the second year
- 95% of the top rate during the third year
- 100% of the top rate after the third year

SECOND: The parties agree to extend the contractual periods of each agreement by two and one-half months. Therefore, the final dates of both the Operating and Queens Unit agreements will be extended from November 15, 2003 to January 31, 2004.

THIRD: The parties agree that the instant agreement modifies the terms of the July 2000 Memorandum of Understanding and represents the parties' final agreement concerning the appropriate wage progression and term of the agreement.

For: NYC Transit


Ralph J. Agriello
Vice President
Office of Labor Relations

For: TWU, Local 106


Robert Romaine
President

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, Operating Unit and Coin Retriever Unit, TWU Local 106, AFL-CIO (hereinafter referred to as the "Union").

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

1. **TERM**

This agreement shall be effective from May 1, 1998 and continue in effect through November 15, 2003. This agreement is subject to approval by the Metropolitan Transportation Authority ("MTA") Board and ratification by the membership of the Union.

2. **JOB SECURITY/NO LAYOFF**

During the period between full ratification and approval of this agreement and November 15, 2003, the Authority will not layoff or furlough any employee represented by the Union, consistent with the original no layoff agreement reached between New York City and DC 37. Prior to any demotions due to unforeseen fiscal problems, cooperative efforts between the parties regarding redeployment, reassignment, etc. of employees, shall continue where necessary.

3. **GENERAL WAGE INCREASES**

The wage rates for hourly employees represented by the Union shall be increased as follows:

- a. Effective May 1, 1999, the rates of pay in effect on April 30, 1999 shall be increased by 3.75 percent.

- b. Effective November 1, 2000, the rates of pay that were in effect on October 31, 2000 shall be increased by five (5) percent.
- c. Effective November 1, 2001, the rates of pay that were in effect on October 31, 2001, shall be increased by three (3) percent.
- d. Effective November 1, 2002, the rates of pay that were in effect on October 31, 2002 shall be increased by four (4) percent.
- e. There shall be a one time increase of 3.75 percent in the night shift differential effective May 1, 1999.
- f. Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedules.

4. **LUMP SUM PAYMENT**

Effective upon full ratification and approval of this agreement, the Authority shall pay a one-time lump sum payment, pensionable, of 2 percent (2%) calculated by multiplying 2 percent (2%) times the employee's hourly rate as of November 1, 1997 times two thousand and eighty eight (2088). The payment is to be made to all employees on the payroll on November 1, 1996 and November 1, 1997. Employees in an hourly title on November 1, 1996 who were subsequently promoted and were in a supervisory title on November 1, 1997 are eligible for the lump sum as set forth herein. For employees hired before November 1, 1996 who have retired or have been injured on duty prior to November 1, 1997, so that they are not on the payroll on that date, the lump sum shall be prorated

5. **LONGEVITY PAYMENTS**

- A. Effective August 1, 1997, the Authority will make longevity payments according to the following schedule:

- a) An employee with thirty (30) or more years of continuous service shall receive an annual payment of five hundred dollars (\$500.00).
- b) An employee with twenty five (25) but less than thirty (30) years of continuous service shall receive an annual payment of four hundred dollars (\$400.00).
- c) An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive an annual payment of three hundred dollars (\$300.00).
- d) An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive an annual payment of two hundred dollars (\$200.00).

Entitlement for the longevity shall be based upon the anniversary date of the individual who meets the stated criteria. Such payments are pensionable.

B. Upon full ratification and approval of the agreement, longevity payments due to employees for the retroactive period from August 1, 1997 through December 31, 1999 shall be paid in one lump sum. Thereafter, payments will be made in a lump sum on the last payroll period in December. Employees who resign, die, retire or are promoted to a title that does not receive longevity payments before the payment for longevity is made will be paid a pro-rata share of the longevity payment based on the number of days the employee was in paid status during the eligible year.

PH RA

6. **25/55 EARLY RETIREMENT PLAN EMPLOYEE HEALTH CONTRIBUTION**

Effective upon full ratification and approval of the agreement, the additional one (1) percent employee contribution made by participating members, pursuant to the parties' collective bargaining agreement, will be eliminated and refunded retroactive to January 1, 1997. All 25/55 medical contributions made by participating members prior to January 1, 1997 shall revert to the Authority.

7. **PENSION**

The MTA and the Authority has supported state legislation which has been signed into law which would reduce all member contributions as follows: those paying contributions of 5.3 percent will pay 2 percent, and those paying 3 percent contribution will pay 2 percent contribution.

8. **DISCIPLINE PROCEDURE**

In a disciplinary grievance where an employee subject to the disciplinary grievance provisions herein has been suspended pending appeal under this procedure, such employee shall be restored to the payroll pending the finalization of the disciplinary case after the employee has been suspended from service for thirty (30) days.

The thirty (30) days shall be counted from the day on which NYC Transit receives the employee's notice of appeal to Step 1 and counting shall continue until the day that the case is first scheduled for arbitration. However, the thirty (30) days shall not include any time after an employee is notified of the decision at any of the steps until NYC Transit receives written notice of the appeal to the next step in the procedure nor any delay of a hearing or postponement brought about by the employee or his/her Union representative.

In no event shall this subsection entitle an employee to pay beyond the first scheduled

9

hearing date before the Impartial Arbitrator except where such hearing date is postponed at the request of NYC Transit.

If the arbitrator is not available within the thirty (30) day period set forth herein, NYC Transit shall also not accrue any back-pay liability after the thirty-day period up to the next scheduled arbitration date. Thereafter, the rules set forth herein shall apply.

9. **EARNINGS CAP**

The parties agree that the earnings cap for supervisors covered by the agreement shall be \$85,000 over a rolling 12-month period including all monies paid to the employee with the exception of retroactive monies paid pursuant to this agreement. It is understood that such an earnings cap will be correspondingly increased by negotiated increases in wages including the 3.75% increase as set forth above. This provision replaces the procedure detailed in Exhibit A, Article 2 (2) of the existing integrated agreement. NYC Transit will continue to publish lists indicating which employees have exceeded the earnings cap.

10. **COMMERCIAL DRIVER'S LICENSES**

Commencing upon full ratification and approval of this agreement, the Authority will reimburse employees required to have Commercial Drivers Licenses.

11. **COMMINGLING** - See attached side letter

12. **TRANSITCHEK**

Effective as soon as practicable following full ratification and approval, the Authority will offer Transitchek benefits to employees who express interest.

13. **401(K)**

Effective on the earliest practicable date, but in no event, later than January 1, 2001,

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.

14. **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 Operating 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 parties agree that the Committee will convene no later than 30 days following full ratification and approval of this agreement. 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.

15. **SICK LEAVE CASH-OUT**

Effective August 1, 2000, the parties agree to establish a sick leave cash out program as follows:

Employees with ten (10) or more years of service, and a minimum of half of their potential sick leave bank will be eligible, upon retirement and separation, to receive a non-

pensionable lump sum cash payment of 50% of their remaining sick leave bank. Employees who have 70 percent of their sick leave at the time of voluntary separation or retirement from the Operating Authority will receive a cash out allowance of 60 percent. This payment will be based on (8) hours straight time pay at the rate in effect at the time of separation.

16. **SICK LEAVE CONTROL PROGRAM**

Effective August 1, 2000, the following sick leave control provisions shall apply:

- 1) An employee having five (5) unsubstantiated instances of sick leave absences in any running one year period will be counseled by his/her supervisor, at which time he/she will be advised and instructed to improve his/her sick leave record. The employee shall be paid for the time he/she is counseled and may have a union representative present if he/she requests one.
- 2) Upon the sixth (6) unsubstantiated instance of sick leave absence in any running one year period, he/she will be placed on the Sick Leave Control List and be so notified with a copy to his/her union representative. The employee shall be required to acknowledge in writing receipt of the notification that he/she is on the Sick Leave Control List.
- 3) An employee having a recent pattern of one or two day absences, with less than one half (1/2) of his possible sick leave balance in the bank, will be counseled by his/her supervisor. The employee will be advised and instructed to improve his/her sick leave record. Should such patterned absences continue the employee will be placed on the Sick Leave Control List.
- 4) An employee who is placed on the Sick Leave Control List must provide medical documentation for all sick leave absences including unpaid absences,

regardless of duration. Failure to do so will be cause for loss of pay, if the employee would be normally entitled to same, and may be cause for disciplinary action. Employees hired on or after the date of full ratification and approval of the agreement who at any time are on the Sick Leave Control List will not be granted sick leave with pay for the first (1st) day of any sick leave instances while on such list.

- 5) Each Department must furnish daily to Absentee Control a list of all employees who are on the Sick Leave Control List and have reported sick.
- 6) The record of each employee on the Sick Leave Control List will be reviewed every six (6) months starting with the date the employee is placed on the Sick Leave Control List. If on the six (6) month review, the employee has two (2) or less sick leave instances during the previous six (6) months and four (4) or less sick leave instances during the previous twelve (12) months, his/her name will be removed.
- 7) In the event the employee was absent more than two (2) times during the six (6) month period or more than four (4) times during the twelve (12) month period, he/she will remain on the Sick Leave Control List and may be subject to appropriate disciplinary action.
- 8) A notice will be sent to all employees who have been removed from the Sick Leave Control List, with a copy to his/her Union Representative.

Although the parties disagree on the definition of chronic absenteeism both Management and the Union agree that the consistent availability of supervisors at

RM PA

work is essential to a safe and efficient operation. Employees who are not consistently available may be disciplined for chronic absenteeism.

17. **ORDERED MILITARY DUTY**

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

18. **STATE OR NATIONAL CONVENTIONS OF VETERANS' ORGANIZATION**

- (1) Leave of absence with pay in accordance with the rules and regulations set forth herein will be granted to an employee who is a member of any of the following named veterans' organizations and who has been designated as an official delegate to attend a state or national convention or encampment of such organization customarily held in the summer and fall of each year, commonly referred to as an annual convention.

The Army and Navy Union of the United States of America, United Spanish War Veterans, Veterans of Foreign Wars of the United States, American Legion, Disabled American Veterans of the World War, Army and Navy Legion of Valor of the United States, Jewish War Veterans of the United States, Military order of the Purple Heart, Catholic War Veterans, Italian War Veterans, Legion of Guardsmen, American Veterans of World War II (AM-VETS). Reserve officers Association of the United States, Military Chaplains Association of the United States, Association of the United States Army, and other organizations composed of veterans of wars in which the United States has participated.

elt JAA

- (2) Leave of absence with pay will be granted for the period of attendance at such state or national convention or encampment, including normal traveling time by rail to and from same provided the employee obtains and, upon his/her return, files with the Authority, through his/her department head, a certificate by the Secretary or other authorized official of the organization certifying that such employee was duly designated as an official delegate to said convention or encampment and as such delegate, was in attendance thereat for the specific period of time allowed, and further provided that such leave of absence may be granted without impairing the essential services of the transit system.
- (3) Leave of absence will not be granted where the employee desires to attend such convention in a capacity other than that of official delegate thereto.
- (4) An employee who is a member of more than one of said organizations shall be entitled to leave of absence as aforesaid to attend the state or national convention or encampment of only one such organization, to be designated to him/her.
- (5) Employees engaged in the operation of the New York City Transit System desiring such leave of absence must make application therefor on the proper form at least two (2) weeks in advance of the time when such leave is to take effect.
- (6) The appropriate Vice-President is authorized to approve applications for leave of absence with pay submitted in compliance with the above rules.

19. **ADDITIONAL PROVISIONS**

The parties agree to further amend the collective bargaining agreement consistent

with the attached Appendices.

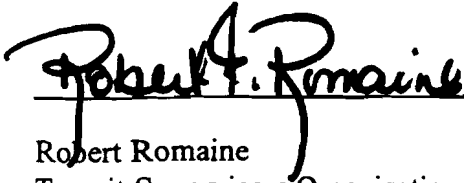
- 17. This agreement may not be entered into evidence during any interest arbitration procedures to establish a contract to be effective May 1, 1998.

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

Handwritten initials: CWT, RA

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of 19th day of ~~July~~ April, 2000.
New York, New York

NEW YORK CITY TRANSIT AUTHORITY



Robert Romaine
Transit Supervisors Organization
Transport Workers Union, Local 106



LAWRENCE J. REUTER
President,
New York City Transit Authority

7/19/2000

Date

7/19/2000

Date

David Rosen, Esq.
Attorney for TWU, Local 106

Date:



Ralph J. Agatello
Vice President, Office of Labor Relations
New York City Transit Authority

7/19/2000

Date

APPENDIX A

Whereas, NYC Transit has entered into agreements with the unions representing the hourly workforce concerning productivity/work quality standards in the maintenance, repair and inspection of buses.

Whereas, NYC Transit and the Transit Supervisors Organization agree that Maintenance Supervisors have an important role in overseeing and implementing these productivity/quality standards; and

The parties agree to the following:

1. The Maintenance Supervisor shall assign each maintainer under their supervision to primary maintenance functions for 95% of the productive work time on each shift. Productive work-time includes all work hours absent contractual breaks and the scheduled lunch period. Primary maintenance functions include the following: removing disassembling, cleaning, inspecting, machining, installing and adjusting vehicle parts, components or systems, fabrication, painting and structural work.
2. Such assignments will be based upon the quality/productivity standards agreed upon by the unions representing the hourly workforce, i.e. the flat rate manual times or the times established by the Work Procedure Review Teams for certain core jobs.
3. Time lost due to the lack of parts, unavailable tools or equipment or the unavailability of buses shall not exceed 5% of productive time on any shift.
4. Maintenance Supervisors shall help to monitor the work performance of the hourly workforce and will be responsible for helping to identify, counsel and train

RBA PAA

maintainers who fail to meet normal productivity/quality standards as agreed upon by the hourly unions with NYC Transit.

- 5. Daily work assignments will be made to reflect the following two principles:
 - a) To fairly distribute work assignments among all employees to develop the overall skill level of all maintainers; and
 - b) To achieve maximum productivity with a quality work product recognizing that some employees have different skill levels.

- 6. Maintenance Supervisors who meet the standards outlined in the above provisions at least 90% of the time in each quarter shall receive a \$600 bonus to be paid within 20 work days from the end of the quarter.

After the first two (2) full quarters, a supervisor must achieve 95% compliance to receive the bonus. Commencing in the second quarter of the year 2002, the bonus will be increased to \$700.

- 7. In order to receive the bonus, the supervisor must actually work eight (8) weeks in the quarter in which the bonus is to be paid. Paid vacation shall count as time actually worked.

- 8. Management and the Union will monitor the program on a daily basis. Compliance will be measured and monitored utilizing NYC Transit's work order system.

- 9. The above-mentioned bonus program will commence when the hourly program commences. In addition, the maintenance supervisors will receive a one time \$300 payment to be paid within 60 days of the full ratification of this agreement.

10. The intent of this program is to reward superior performance. However, no punitive or disciplinary action resulting from individual non-achievement of this incentive will be taken based upon this agreement.
11. The agreement shall be reviewed every six months by management and the Union to address problems. Any changes, amendments or modifications to this agreement must be agreed to by both parties.

RAA
RFR

Appendix B

Stipulation and Agreement

Whereas, NYC Transit (hereafter referred to as "the Authority" and the Transit Supervisors Organization, Transport Workers Union, Local 106 (hereafter referred to as "TSO" or the "Union") have reviewed the health benefit package provided to employees and retirees; and

Whereas, the parties have decided to purchase a new and improved benefit package primarily through a larger group plan and to extend the new benefit plan to active employees and future retirees; and

Whereas, the parties recognize that providing an overall improved benefit package to active employees and future retirees is costly and will require some cost sharing.

Therefore, the parties have agreed to the following:

1. The parties agree that as soon as practicable, but not later than January 1, 2001, active employees and future retirees (i.e. those who retire after the date of the implementation of the new plan) shall receive as their health benefit package the NYSHIP plan. The plan offers participants several different choices of health care providers for the contributions set forth herein. In addition, active employees and future retirees will receive the supplemental benefit package applicable to NYC Transit non-represented Level II supervisors active or retired. The supplemental benefit package will be administered through NYC Transit. Current retirees will continue to be provided the GHI, HIP, or other basic benefit plan with appropriate contributions.
2. Once a future retiree or the dependent of the future retiree becomes eligible for Medicare they are obligated to take Medicare Parts A and B. Thereafter, Medicare will be their primary provider and the NYSHIP plan chosen by the retiree will be secondary.

Future Medicare eligible retirees and eligible dependants will be reimbursed for Medicare payments once a year at the rate of \$45.50 per month. This amount is subject to change based upon the rules established by the NYSHIP program.

3. The parties agree that the level of benefits and program elements such as co-payments and deductibles are established by NYSHIP and the supplemental plan and are not subject to negotiation by the parties. NYC Transit agrees to provide written notice to the Union of any changes to the plans.

RRR RA

- 4. Effective the date when the new plans become effective, all contributions to the current plans for active employees and future retirees shall cease. Any surplus monies in the plans shall revert to NYC Transit taking into consideration expenses and claims incurred but not reported. It is agreed that all outstanding claims under the plans must be filed on or before March 31, 2001.
- 5. Future retirees (provided they have a minimum of 10 years in the pension system or a disability retirement is granted) will receive the plan of benefits at no cost to them. Active employees will make the following payments to NYC Transit through payroll deduction to help defer the cost of the new plan for active employees and future retirees. If an employee has 10 years or more of service with the NYC Transit and dies or a retiree under this plan dies, his/her spouse will continue all benefits under the plan and children (under the age limits of the NYSHIP plan) will continue all benefits until such time as the spouse remarries. Listed below is the cost to active employees

\$6 per two week pay period for an individual plan per active employee
 \$23 per two week pay period for a family plan per active employee

- 6. If for whatever reason the NYSHIP plan were no longer available to NYC Transit employees, the parties shall meet to negotiate a new plan.
- 7. The parties agree that TSO members i.e., active employees, will be eligible for domestic partner benefits in accordance with the requirements and procedures established by NYC Transit.
- 8. Wage Progression - The wage progression for employees hired or promoted into titles represented by the Union on or after full and final ratification of this agreement shall be as follows. It is understood that for the purpose of this schedule "hired or promoted into a title" shall mean actually reporting and performing the work of the title:

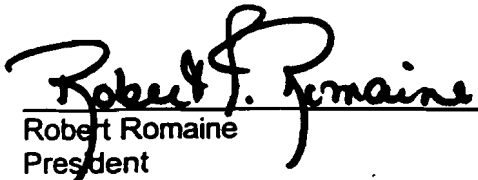
- a. Employees hired or promoted into all other titles represented by the Union on or after full and final ratification of this contract extension shall receive during the first three years of employment in the title a percentage of the top rate for the title in accordance with the following schedule:

80% starting salary
 80% during the second year of service
 80% during the third year of service
 100% after three years of service

- 9. The parties agree to work together to ensure a smooth transition from the present plans to the new plan.

RLL PAA

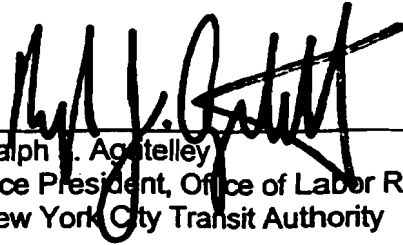
10. Upon full ratification and approval, the collective bargaining agreement shall be amended to reflect the provisions of this stipulation and agreement.


Robert Romaine
President
TSO, TWU, 106

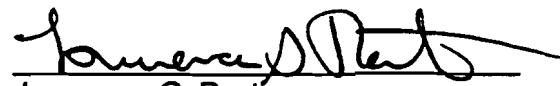
7/19/2000
Date

David Rosen
Attorney for TSO, TWU, Local 106

Date


Ralph J. Acitello
Vice President, Office of Labor Relations
New York City Transit Authority

7/19/2000
Date


Lawrence G. Reuter
President
New York City Transit Authority

7/19/2000
Date

X

370 Jay Street
Brooklyn, NY 11201

Lawrence G. Reuter
President



New York City Transit

July 17, 2000

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

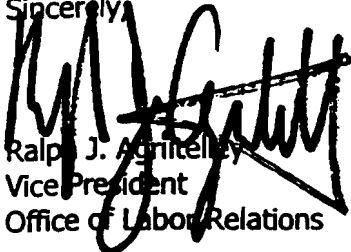
Re: Agreements

Dear Mr. Romaine:

This letter will confirm that the parties have agreed to the following:

1. The new wage progression will be effective October 1, 2000. Between August 1 and September 31 the parties agree to meet to discuss whether there would be an alternate manner to achieve comparable savings, i.e. approximately .75%, to help fund the new health plan. If no agreement is reached the new wage progression will be effective on October 1, 2000.
2. The parties agreed that NYC Transit will continue to provide major medical coverage to current retirees, i.e. those not covered by NYSHIP, who presently receive this benefit.
3. Contributions by current retirees choosing a basic benefit plan that is not HIP or GHI shall continue to be calculated, as in the past, in accord with the parties collective bargaining agreement.

Sincerely,



Ralph J. Agnietelli
Vice President
Office of Labor Relations

I Agree



Robert Romaine
Transit Supervisors Organization
TWU, Local 106



New York City Transit

July 17, 2000

Mr. Robert Romaine
Transit Supervisors Organization
Transport Workers Union, Local 106 (TSO)
5768 Mosholu Avenue
Bronx, New York 10471

Re: 2000 Side Letter

Dear Mr. Romaine:

The following items have been agreed to by the parties:

Co-mingling of TA and MaBSTOA Work in Buses

1. The following terms apply to the operation of co-mingled facilities:

If the OA Maintainers are moved back to the Bronx (out of the East New York (ENY) Shop), the OA Supervisors assigned with them at ENY will also be moved back to the Bronx.

The East New York Revenue Shop will continue to have TSO represented supervisors as long as MaBSTOA hourly employees are assigned to that facility.

The OA/TA staffing mix at the Central Maintenance Facility at ENY or at any commingled facility will be based upon the mix of the hourly workforce at such facility.

The TSO has reviewed the co-mingling provision which NYC Transit has negotiated with the SSSA and is concerned about establishing a single seniority list of picking vacations, being granted AVAs, single day vacations and the distribution of overtime. However, TSO commits to a joint meeting with the SSSA and NYC Transit to discuss alternative proposals which would not cost NYC Transit additional money or add to staffing. If the parties fail to reach an alternate agreement acceptable to all parties, the TSO agrees to arbitrate the issue before a neutral agreed upon by all three parties. It is understood that the impartial cannot render any decision which would add to NYC Transit's costs or add staffing.

OA supervisors will be given training on TA rules and regulations.

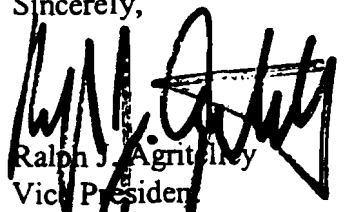
Mr. Robert Romaine
July 17, 2000
Page 2


2. The Following applies to all other co-mingled facilities:

To the extent that co-mingling is extended into other areas, job locations and tours of the operation within or outside of the Department of Buses, where it does not already exist the parties agree to meet to discuss and negotiate the impact of such a decision. If the parties cannot agree, existing contractual provisions will apply to the co-mingled facility or work.

3. Commingling which already exists in other areas of the operation is not modified by this agreement nor are contractual restrictions where they exist.

Sincerely,


Ralph J. Agritelli
Vice President
Office of Labor Relations

Agreed: 
Robert Romaine
TSO
TWU, Local 106



New York City Transit

July 17, 2000

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

Re: 1991 – 1998 Sideletters

Dear Mr. Romaine:

At the conclusion of the contract negotiations it was mutually agreed between the parties that certain items contained in the July 11, 1995 side letter for the Operating Unit would continue as follows:

- 1.a. The Union agrees that it or any of its officers will not seek representation rights for NYCTA employees in titles above Dispatcher (Surface) Level 1, Maintenance Supervisor, Level 1 or of any equivalent title for MaBSTOA, employees in the titles above Dispatcher, Deputy Supervisor or any equivalent title. In no event shall the Union or its officers seek to represent any employee in the title of Deputy Superintendent or Superintendent or above or any equivalent title, nor shall there be any other challenge to the establishment or filling of Superintendent positions (including Deputy Superintendent) or equivalent titles in NYCTA or MaBSTOA.
- b. The TSO hereby waives any right that may exist to seek representation for such titles or positions or to bring any other challenge precluded by (a) above until such time as the parties to this Agreement enter into a written agreement otherwise. It is specifically agreed that this paragraph shall survive the expiration of the current collective bargaining agreement or any successor collective bargaining agreement.
- c. The parties agree that the January 1, 1997 certification of the TSO as the bargaining agent for the title Station Supervisor, Level II shall be the exception to (a) above.

Mr. Robert Romaine

Page 2

July 17, 2000

2. Effective June 1, 1986, basic health benefit coverage will continue for 12 months after the death of an active employee or retiree (who retires after June 1, 1985) for spouse and dependents. Payments for these benefits will be provided from funds provided in Article X, paragraph 5a of the agreement. This provision is modified for those employees or retirees who are covered by the NYSHIP program and meet the criteria for a greater benefit.
3. The Authority agrees to continue its participation in the joint labor-management committees on working conditions, facilities and pick procedures.
4. Every effort will be made to keep supervisors and their union representatives informed of substantial changes in procedures directly affecting their work.
5. The Authority agrees to concentrate "sick investigations" on employees with chronic or suspected abuse of sick leave. The Union agrees to cooperate to eliminate sick leave abuse.
6. The Authority agrees to supply full length clothing lockers to supervisory employees in the title of Line Supervisor and Dispatchers as needed.
7. The Authority agrees, except when emergency prevents, that for those Surface Line Dispatchers on the extra list, the "two (2) consecutive days rest during each calendar week" provided in Article 1. Paragraph (b) of the Schedule of Working Conditions shall mean at least fifty-six (56) consecutive hours.
8. The Authority agrees to forward to the Transit Supervisors Organization a copy of any notice of charges to be filed against any employee entitled to be represented by the Organization. Such notice will be sent to the union's mailing address. The Authority further agrees to permit the examination, by a designated representative of the Organization of those records in an employee's personnel folder relevant to the charges filed against him/her, or the penalty that might result therefrom, if the employee involved consents to such examination.
9. The depot "as assigned" Line Supervisor may not be shifted between depots when there is an open trick available in his/her own depot.

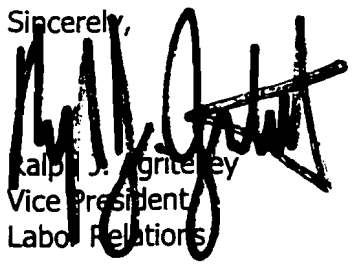
Mr. Robert Romaine
Page 3
July 17, 2000

10. I.D. badges will be provided for Line Supervisors with the provision that lost badges will be replaced at the employees' expense.
11. When determining a penalty for a disciplinary violation for which an employee has been found guilty, the hearing officer shall review the employee's record for the previous three years except that an employees entire record will be considered when such violation is for a serious offense.
12. MaBSTOA shall follow Transit Authority policy as to break-in time for dispatchers picking a new trick.
13. MaBSTOA shall provide parking facilities for unit members where feasible at no cost to the Authority.
14. No charge shall be made against pension credit for Union officers for time spent on Union business under the same conditions and requirements as exist regarding officers of the Transport Workers Union.
15. MaBSTOA shall seek to expedite payment of differential for injury on duty.
16. MaBSTOA policy as to stolen property allowances shall be the same as exists in the Transit Authority for similar tiles.
17. Unless mutually agreed to, the maintenance depot pick each year shall be effective in January.
18. The Maintenance Chairman, Transportation Chairman and one other employee shall be released eight hours per day for labor-management activities. Such employees may work overtime consistent with Article II of the working conditions.
19. An active MaBSTOA supervisory employee who is in the Tier II or Tier III retirement plans, shall continue to have the same death benefit as a Transit Authority operating supervisory employee who is in the "Modified Transit Plan" Tier II, or Tier III, or Tier IV pension plans. Although the total death benefit will not change, the insurance profit of the death benefit will be the same as a Transit Authority supervising employee who is in the above pension plans.

Mr. Robert Romaine
Page 4
July 17, 2000

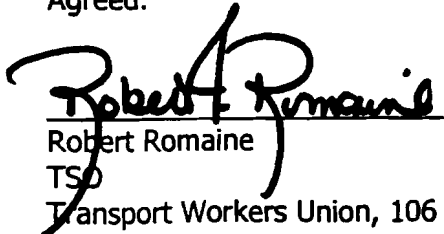
- 20. Dispatcher work assignments for the following day will be posted by 2:00 P.M.
- 21. TSO represented employees covered under the Transit Sick Leave Plan will also be permitted to apply for additional sick leave benefits subject to eligibility requirements (ten (10) or more years of continuous service with the Authority and having exhausted all available leave benefits) as well as the Transit policy criteria outlined in its April 1992 memorandum. This policy criteria is subject to change at Management's discretion. Decisions regarding the approval or denial of additional sick leave applications are at Management's sole and absolute discretion and are not subject to the contractual grievance procedure.
- 22. The parties agree to establish a labor-management committee to discuss issues related to new technology, probationary evaluations and problems with the retention of maintenance supervisors. The committee will meet within 90 days after ratification.

Sincerely,



Ralph J. Grigley
Vice President
Labor Relations

Agreed:



Robert Romaine
TSO
Transport Workers Union, 106

M. Collins
 7/11/95
[Signature]

Transit Supervisors Organization - Operating Unit

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

Term of Agreement:

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

Wages:

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

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

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

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

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

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

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

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

Night and Weekend Differential:

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

Wage Progression:

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

M Collins
7/11/95
[Signature]

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

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

Gainsharing:

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

Health and Welfare:

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

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

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

- 4) NYC Transit agrees to upgrade retiree basic coverage to GHI/CBP from GHI/Type C.

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

M. Collins
7/11/95
H.W.

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

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

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

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

Health Care Costs of Pension Plan:

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

Medicare Reimbursement:

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

Flexible Spending Account:

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

Grievance Procedure:

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

Sick Leave:

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

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

M. Collins
7/11/95

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

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

Uniforms:

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

Drug and Alcohol:

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

Injury on Duty and Physical Disability:

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

Assault Pay:

Added
~~Assault Pay~~
Injury on Duty

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

Americans with Disabilities Act:

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

CS

M. Collins
7/11/95

the law
21.15

Reporting Assaults:

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

Dispatcher Expression of Preference for Assignment:

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

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

Transportation Pass:

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

Check Cashing:

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

Command Center:

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

M. Collins
7/11/95

[Handwritten initials]

22. This Agreement shall continue in effect through April 30, 1998.

23. This Agreement is subject to ratification by the Board of the Metropolitan Transportation Authority and 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 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.

NYCTA/MaBSTOA

TRANSIT SUPERVISORS ORGANIZATION

Carmen Suardy

Michael Collins 7/11/95

Carmen S. Suardy
Vice President
Labor Relations

7/11/95

Michael Collins
President
TSO

Steven Mayo

Steven Mayo
Director
Labor Research

David Rosen
General Counsel
TSO

Date:

Date:

M. Collins
7/11/95
[Signature]
7/11/95

Appendix A

Transit Supervisors Organization

Operating Unit

Gainsharing

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

1. Gainsharing Program:

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

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

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

[Handwritten mark]

M. Collins
7/11/95
KW

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

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

me

M. Collins
7/11/95
KW

APPENDIX B

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

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

Agreed To:

Carmen Suardy

Carmen S. Suardy
Vice President
Labor Relations

Agreed To:

Michael Collins 7/11/95

Michael Collins
President
Transit Supervisors Organization

M. Collins
7/11/95
[Signature]

Appendix C

Transit Supervisors Organization

Operating Unit

Disciplinary and Contractual Grievance Procedure

Article V. Disciplinary Procedure

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

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

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

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

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

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

Article VI. Grievance Procedure.

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

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

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

[Handwritten mark]

M. Collins
7/11/95
at [unclear]

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

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

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

[Step II]

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

Step II [Step III]

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

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

1

Jim Collins
2/11/95
[Signature]
alubis

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

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

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

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

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

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

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

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

[Handwritten mark]

Dr. Collins
7/11/95
10/11/95

that their identity shall not be known.

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

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

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

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

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

1155

M. Collins
7/11/95
Appendix D

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

47
M. Collins
7/11/95
King

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

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

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

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

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

THIRD:

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

FOURTH:

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

M Collins
7/11/95
R King

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

FIFTH:

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

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

SIXTH:

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

SEVENTH:

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

EIGHTH:

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

JM Collins
7/11/95

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

NINTH:

Whenever it is feasible to do so during day time hours, the Authority will transport and escort employees to the testing site. The Authority will transport and escort employees who are required to report at night to the testing site. Employees who are not transported and escorted are required to report for testing to the appropriate medical assessment center or other appropriate testing site, as directed by supervision, as soon as possible via public transportation. Use of an employee's personal vehicle is prohibited unless the employee is escorted by supervision. Employees who report unreasonably late after they are directed for testing or who do not appear at all shall be considered as having refused the test.

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

TENTH:

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

ELEVENTH:

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

TWELFTH:

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

50
M Collins
7/11/95

THIRTEENTH:

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

FOR: NYCTA/MABSTOA

FOR: Operating Unit - TSO

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

BY: *Michael Collins*
Michael Collins
President

DATE: 7/11/95

DATE: _____

BY: _____
David Rosen, Esq.

DATE: _____

M. Collins
7/1/95
for [unclear]

Amendments To Drug Policy

- 5.3.5 When a Drug or Controlled Substance has been identified in a prior test and less than one year has elapsed since the employee's successful completion of the EAP and, where applicable, the employee has been restored to duty or where follow-up testing is allowed under FTA regulations.

- 7.1 For retesting a sample which was given pursuant to FTA drug testing regulations, the employee and the Authority will follow such regulations. For all other tests the employee shall submit a written request to the Labor Disputes Resolution Section of the Labor Relations Department including the employee's name, pass number, the date on which the samples were given. An employee will be allowed five (5) weeks from the date the results of the initial tests are reported to the employee to request a confirmation retest from another laboratory.

- 7.8 For retesting by a second laboratory of all drugs and controlled substances subject to testing by the Authorities, the definition of a "negative retest result" shall be: a laboratory test using the same procedure as the initial laboratory's confirmation test (i.e., currently, a GCMS test) which reports that there is present less than one-half of the minimum quantitative cut-off level used by the initial laboratory to confirm that a specimen has tested positive. This subsection shall not apply to retesting procedures regulated by FTA drug testing regulations.

M. Collins
2/11/95
[Signature]

Amendments To Alcohol Policy

4.0 Definitions

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

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

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

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

Section 6.2 shall read:

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

[Handwritten mark]

M. Collins
7/11/95
St. J.
St. J.

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

Section 10.6

Eliminate

CM Collins
7/11/95
Appendix E

Operating Unit - Transit Supervisors Organization

Injury on Duty/Physical Disability

Article 14. Injury on Duty

The first paragraph shall be amended as follows:

A. An employee incapacitated from performing any type of available work as a result of an accidental injury sustained in the course of his/her employment will be allowed, for such period or periods during such incapacity as the Transit Authority may determine, a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation law an amount after taxes equal to his/her after tax wages for a forty (40) hour work week.

New second paragraph

If the Workers' Compensation payment granted pursuant to law is equal to or greater than the amount the employee was receiving prior to the period of incapacity, after taxes, for a forty (40) hour work week, the employee shall not receive any differential payments. If the absence for which he/she is to be allowed pay as herein provided occurs two years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy (70) percent of his/her earnings on the date of the original accident as set forth herein.

The instances for denial of differential are reduced as follows:

No differential shall be granted:

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

CS

M. Edlins
7/11/95 *JKW*

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

Physical Disability

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

--

Carroll

170 Park Street
Brooklyn, NY 11201

Mr Collins
7/11/95
for [unclear]



New York City Transit

July 11, 1995

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

RE: 1991- 1998 Sideletter

Dear Mr. Collins:

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

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

MTA New York City Transit is an agency of the Metropolitan Transportation Authority
Peter E. Stang, Chairman and Chief Executive Officer

Edward D.
7/11/95

M Collins
7/11/95
at

Mr. Michael Collins

- 2 -

July 11, 1995

- 3994 be finally upheld. such certification may continue to exist as an exception to (a) above. This Agreement shall not have any effect upon NYCTA/MaBSTOA's defense in the pending proceeding based upon the language of the prior agreements.
2. Effective June 1, 1986, basic health benefit coverage will continue for 12 months after the death of an active employee or retiree (who retires after June 1, 1985) for spouse and dependents. Payment for these benefits will be provided from funds provided in Article X, paragraph 5a of the agreement.
 3. The Authority agrees to continue its participation in the joint labor-management committees on working conditions, facilities and pick procedures.
 4. Every effort will be made to keep supervisors and their union representatives informed of substantial changes in procedures directly affecting their work.
 5. The Authority agrees to concentrate "sick investigations" on employees with chronic or suspected abuse of sick leave. The Union agrees to cooperate to eliminate sick leave abuse.
 6. The Authority agrees to supply full length clothing lockers to supervisory employees in the title of Line Supervisor and Dispatchers as needed.
 7. The Authority agrees, except when emergency prevents, that for those Surface Line Dispatchers on the extra list, the "two (2) consecutive days rest during each calendar week" provided in Article 1, Paragraph (b) of the Schedule of Working Conditions shall provide at least fifty-six (56) consecutive hours.
 8. The Authority agrees to forward to the Transit Supervisors Organization a copy of any notice of charges to be filed against any employee entitled to be represented by the Organization. Such notice will be sent to the union's mailing address. The Authority further agrees to permit the examination, by a designated representative of the Organization of those records in an employee's personnel folder relevant to the charges filed against him/her, or the penalty that might result therefrom, if the employee involved consents to such examination.
 9. The depot "as assigned" Line Supervisor may not be shifted between depots when there is an open trick available in his/her own depot.

Collins, 7/11/95

M Collins
7/11/95

R:V
2/11

Mr. Michael Collins

- 3 -

July 11, 1995

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

Cass
Amend
7/11/95

60
Mr Collins
7/11/95

Mr. Michael Collins


- 4 -

July 11, 1995

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

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

Sincerely,

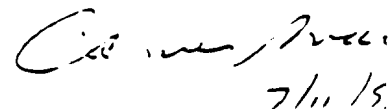


Carmen S. Suardy
Vice President
Labor Relations

Agreed:



Michael Collins
President
Transit Supervisors Organization



170 Jay Street
Brooklyn, NY 11201

Mr Collins
7/11/95
Stang



New York City Transit

July 11, 1995

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

Dear Mr. Collins:

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

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

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

M Collins 7/11/95
7/11/95

Mr. Michael Collins
Page 2
July 11, 1995

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

Sincerely,

Carmen Suardy
Carmen S. Suardy
Vice President
Labor Relations

Agreed:

Michael Collins 7/11/95

Michael Collins
President
Transit Supervisor Organization

TSO Coin Retriever Unit

It is mutually agreed that the collective bargaining agreement between the MTA New York City Transit and the Union shall be amended as follows:

Term of Agreement

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

Wages

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

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

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

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

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

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

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

Night and Weekend Differential

3. Upon ratification and approval of this agreement, the Authority will cease paying night and weekend differentials to employees for any day on which the employee does not actually work. In addition, night differential payments will no longer apply for the work hours between 6:00 p.m. - 7:59 p.m. (excluding weekends). Otherwise, differential rates will remain unchanged.

Wage Progression

- 4. Employees hired on or after the date of ratification and approval of this agreement shall receive during the first four (4) years of their employment s percentage of top rate of pay of the employee's title in accordance with the following schedule:

- 70% during first year of service
- 80% during second year of service
- 85% during third year of service
- 100% during fourth year of service

Gainsharing

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

Medicare Reimbursement

- 6. Effective January 1, 1997, Medicare reimbursement for retirees and spouses or retirees will be eliminated.

Holidays

- 7. Effective the January 1 following the ratification and approval of this agreement; a) the Washington Birthday holiday will be changed to "Presidents Day", b) the Lincoln's Birthday holiday will be eliminated and substituted for a holiday on the day after Thanksgiving.

Vacation:

a) The existing vacation provision which permits the conversion of vacation days to Personal leave days shall be amended and entitled Single Day Vacation. This subsection will state: Employees will be provided the option of designating up to 10 days vacation in single days or cash, or a combination of 5 days of each within a vacation year. This option must be elected at least six (6) weeks before the general vacation pick or the beginning of the vacation year whichever come! first. Cash sums paid to employees for vacation days will not be considered pensionable income.

b) Employees who choose to cash in a single week (or two) shall have the choice of receiving payment concurrent with their first week of picked vacation or first pay period immediately preceding the vacation year.

c) Employees must secure the permission of their immediate supervisor at least one week prior to the day requested to be used as a single day of vacation. Single day vacation requests of less than one week will be granted at the sole and absolute discretion of supervision.

d) One month before the end of the vacation year, unscheduled single vacation days will be cashed in. Scheduled single vacation days which are not used by the end of the vacation year will be cashed in at the end of the vacation year.

e) Unused single vacation days will not be permitted to be carried over to the subsequent vacation year.

These provisions shall become effective the beginning of the first vacation year following ratification and approval.

Flexible Spending Account

9. The Authority agrees to offer represented employees, as soon as practicable, medical Spending and/or Dependent Care Account as defined under Section 125 of the IRS code.

Grievance Procedures

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

Uniforms

11. The Authority will supply uniforms to those employees required to wear them.

Drug and Alcohol

12. 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.

Injury on Duty and Physical Disability

13. The existing Injury on Duty and Physical Disability provisions of the collective bargaining agreement shall be amended in accordance with Appendix D of the Memorandum of Understanding.

Americans with Disabilities Act

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

25/55 Pension Plan

- 15. It is understood that employees represented by the TSO Coin Retriever Unit who participate in the 25/55 pension plan will be obligated to fund the additional health care costs generated by their participation in that program. Those obligations are contained in Appendix E to this agreement.

Transportation Pass

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

Check Cashing

- 17. Effective upon the ratification and approval of this agreement, check cashing time and service where and if they exist will be eliminated.

Joint Labor-Management Committee:

- 18. Upon the ratification and approval of this agreement, the parties agree to establish a Joint Labor-Management Committee to review various issues of concern to Coin Retrievers. This Committee shall consist of one (1) representative designated by the Union and one (1) Management representative.


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

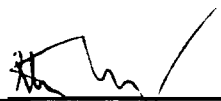
TSO Coin Retrievers



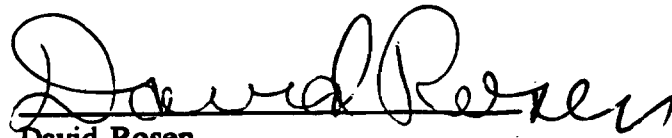
Ralph J. Agrielle
Senior Director
Office of Labor Relations



Robert Romaine
President, TSO



Steven Mayo
Senior Director
Labor Research and Negotiations



David Rosen
General Counsel, TSO

Date: 11/26/90

Date: _____

Coin Retriever - Transit Supervisors Organization - TSO

Gainsharing

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

1. Gainsharing Program

a. A Joint Labor-Management Committee composed of equal members of management and union representatives will meet to consider work productivity issues which will enhance the cost effectiveness and/or efficiency of the Authority. The Committee will review current work practices and consider alternatives which will reduce the cost of operating the system without diminishing service. However, the Authority waives none of its right to exercise all management prerogatives as set forth in the Management Rights clause of the Agreement, including but not limited to the level and type of service enhancement: nor does the Union waive any contractual right or working condition secured to it by the collective bargaining agreement.

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

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

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

Kt-
70

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

Coin Retriever Unit (TSO)
Disciplinary and Contractual Grievance Procedure

ARTICLE V. DISCIPLINARY PROCEDURE.

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

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

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

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

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

ARTICLE VI. GRIEVANCE PROCEDURE.

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

The Authority shall also have the right to submit to the Arbitrator for his/her opinion and determination, upon twenty (20) days notice to the Union, any complaint or dispute between

RKK

7

the parties arising solely out of the interpretation, application, breach or claim of breach of the provisions of this Agreement.

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. Step I

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

[Step II]

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

Step II [III]

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

Walnut Depot or at whatever facility to which the Labor Relations Department moves from Walnut Depot.]

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

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

4. Any serious contractual violation 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 shall set a hearing within seven (7) calendar days after receipt of the appeal and render his/her decision within seven (7) calendar days following the hearing. Should these time limits not be met, the Union shall have the right to proceed to arbitration.

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

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

After both the Union and the Operating Authority have been given an opportunity to be heard and to submit proof as may be desired, the decision in writing of such Impartial Arbitrator shall be binding and conclusive upon the employees to whom this Agreement applies and upon all the parties hereto. In the event that the parties hereto cannot agree upon the time

and place to be fixed for such hearing, said Impartial Arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing, and the filing of a telegram for sending or the mailing of a letter containing such notice, shall be deemed to be the giving of such notice.

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

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

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

The parties have agreed to designate George Nicolau as the Impartial Arbitrator for the term of this contract.

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

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this day of 1995, by the New York City Transit Authority/Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as "the Authority") and the Transit Supervisors Organization's Coin Retriever Unit (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.

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

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

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

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

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

FOURTH: Refusal to take a random drug/alcohol test as directed will be deemed an admission of improper use of controlled substances, drugs and alcohol and treated as if the employee had been found positive. In addition, the employee will be subject to appropriate discipline for failure to comply with a direct order for which the penalty may be dismissal.

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

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

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

which case the results of the breath analysis test will be construed as positive as defined by the policy.

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

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

NINTH: Whenever it is feasible to do so during day time hours, the Authority will transport and escort employees to the testing site. The Authority will transport and escort employees who are required to report at night to the testing site. Employees who are not transported and escorted are required to report for testing to the appropriate medical assessment center or other appropriate testing site, as directed by supervision, as soon as possible via public transportation. Use of an employee's personal vehicle is prohibited unless the employee is escorted by supervision. Employees who report unreasonably late after they are directed for testing or who do not appear at all shall be considered as having refused the test.

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

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


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

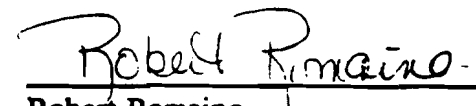
TWELFTH: This agreement supersedes any prior stipulation of agreement concerning drug testing as per the Urban Mass Transportation Administration Drug Rule.

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

FOR: NYCTA/MABSTOA

FOR: TSO Coin Retrievers Unit

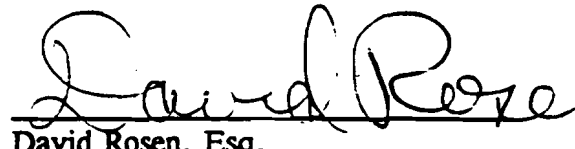
BY: 
Ralph J. Agritelley
Senior Director
Office of Labor Relations

BY: 
Robert Romaine
President

DATE: 11/26/97

DATE:

BY: _____

BY: 
David Rosen, Esq.

DATE:

Amendments To Alcohol Policy

4.0 Definitions

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

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

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

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

Section 6.2 shall read:

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

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

RRK

80

Section 10.6

Eliminate

RFR

Amendments To Drug Policy

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

Coin Retrievers - Transit Supervisors Organization

TRANSIT AUTHORITY

Injury on Duty

Article 11 A. Injury on Duty

The first paragraph shall be amended as follows:

A. An employee incapacitated from performing any type of available work as a result of an accidental injury sustained in the course of his/her employment will be allowed, for such period or periods during such incapacity as the Transit Authority may determine, a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation law an amount after taxes equal to his/her after tax wages for a forty (40) hour work week.

New second paragraph

If the Workers' Compensation payment granted pursuant to law is equal to or greater than the amount the employee was receiving prior to the period of incapacity, after taxes, for a forty (40) hour work week, the employee shall not receive any differential payments. If the absence for which he/she is to be allowed pay as herein provided occurs two years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy (70) percent of his/her earnings on the date of the original accident as set forth herein.

The instances for denial of differential are reduced as follows:

No differential shall be granted:

- (1) Unless the employee sustained an accidental injury while engaged in the performance of his/her assigned 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.

2/10

84

- (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.

Appendix E

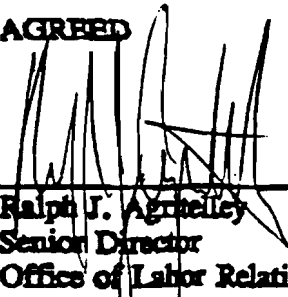
Coin Retrievers Unit - Transit Supervisors Organization

Health Care Costs of Pension Plan

1. Effective September 1, 1997 the Authority will deduct as an employer pickup in accordance with the applicable provision of the Internal Revenue Code 1.0% from the wages of those who elect or have elected to participate or are mandated to participate in the 25/55 program who are represented by the TSO. The amounts deducted will be used to pay the health benefit costs of employees who retire under the plan.
2. Between their retirement and age 62, health benefits shall be provided to Coin Retriever Technicians in the new 25/55 plan on the same basis as they are provided to similarly situated plan members in the TSO Operating Unit.

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


AGREED



 Ralph J. Agrebelley
 Senior Director
 Office of Labor Relations

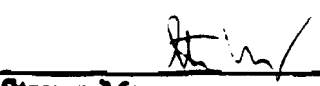
11/26/97
Date

AGREED




 Robert Romaine
 President
 Transit Supervisors Organization

Date



 Steven Mayo
 Senior Director
 Labor Research and Negotiations

11/25/97
Date



 David Rosen
 General Counsel
 Transit Supervisors Organization

Date

11/01/90

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the New York City Transit Authority, and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (the "Authority") and the TRANSIT SUPERVISORS ORGANIZATION, (the "Union").

In full settlement of all issues raised by the Authority and the Union, it is mutually agreed that the 1985-1988 collective bargaining agreement ("the Agreement") between the Authority and the Union shall be amended as follows:

1. The wage rates for employees represented by the Union shall be increased as follows:

Effective June 1, 1988, the rates of pay that were in effect on May 31, 1988 shall be increased by six (6) per cent.

Effective August 1, 1989, the rates of pay that were in effect on July 31, 1989 shall be increased by five (5) per cent.

Effective July 1, 1990, the rates of pay that were in effect on June 30, 1990 shall be increased by six per cent of the May 31, 1988 rate.

Rates of pay below the top rates shall be adjusted in accordance with the appropriate salary scales.

11/01/90
[Handwritten signature]

2. The Authority agrees to increase its contribution to the existing fund administered by the Authority for the purpose of providing additional health benefits to active employees as follows:

<u>Effective</u>	<u>Amount</u>
6/1/83	\$50
6/1/89	an additional \$50
6/1/90	an additional \$50

- B) Reimbursement for Medicare for eligible employees will be capped at \$24.00.

3. The current Authority grievance and arbitration procedures contained in the Agreement shall be replaced by the procedures set forth in Appendix A to this Memorandum of Understanding.
4. The Authority's Policy Instructions, 6.0.3 and 6.9, (Attached as Appendices B & C) concerning Drugs and Controlled Substances and Alcohol, respectively, shall be incorporated in and become part of the Agreement.

11/14/00
E.A.

The Union agrees that, if failure by the Authority to comply with any regulation promulgated by the Urban Mass Transportation Administration, either prior or subsequent to the effective date of this agreement, pertaining to the use or possession of drugs, controlled substances or alcohol, would interfere with the Authority's operations or its receipt of funds the Union will agree to any changes in Policy Instruction 6.0.3 and 6.9 as amended, which would be necessary for the Authority's compliance with the regulation.

This provision shall not prevent the Authority from modifying such Policy Instructions where any legislation or regulations pertaining to the use or possession of drugs, controlled substances or alcohol does not allow the Authority discretion as to implementation.

5. Employees in titles represented by the Union (as listed in Article 1 of the Agreement) shall have the opportunity to participate in a 157 Tax Deferred Annuity Plan. Such opportunity shall be made available as soon as practical following Union ratification and MTA Board approval.

6. Prime Time Vacation

The weekly quota of dispatchers in each depot in the Transportation Division allowed on vacation shall be evenly spread among all weeks of the calendar year. Any excess weeks will be allocated at the choice of the TSO, with no more than one additional vacation week allocated per calendar week. The TSO will be permitted to designate 15 weeks of their choice as prime time vacation weeks.

11/14/00
201

Where the excess described above is less than 15 weeks or where the above process does not result in additional vacation week in each of the prime time weeks, an additional week will be provided by reducing non-prime quota by no more than one in any non-prime week and reallocating that number of weeks so as to insure that each of the 15 prime time weeks has an additional vacation quota allowance.

- Example:
- 1) Depot has 156 weeks total allowance. Each calendar week will have a vacation quota of 3. 15 prime time weeks will be allowed 4, by reducing 15 non-prime time weeks to 2.
 - 2) Depot has 140 weeks. Each week has a quota of 2. The remaining 36 weeks will be allocated, one per week, at the TSO's discretion. Since this allocation will include the 15 prime-time weeks, no further adjustment will be made.
 - 3) Depot has 160 weeks. Each week has a quota of 3. The remaining 4 weeks are allocated, one per week, to 4 of the 15 prime-time weeks would then be brought up to a quota of 4 by reducing 11 non-prime time weeks of the TSO's choosing to a quota of 2.

7. Assault Pay

- 1) The Operating Authority will compensate a covered employee for regularly scheduled working time lost, for the first 24 months, as a result of injuries sustained by reasons of any unprovoked assault perpetrated upon him/her while engaged in the performance of his/her duties or in any attempt to rob him/her of Operating Authority monies, subject to the rules and regulations of Article 14 (Injury on Duty).

11/14/1
E.A.

The assault payment provided therein shall be made to an employee absent as a result of injuries sustained by an assault for a period of up to a total of 24 months of absence but only within the 24 months from the date of the assault.

Nothing in this provision is intended to affect any employee's eligibility for Worker's Compensation Benefits under the Worker's Compensation Law.

The Worker's Compensation Law Section ___ is currently interpreted to cover injuries sustained by an assault while the employee is engaged in the performance of his/her duties.

B) Any such injured employee shall submit to a medical examination by the Authority's Medical Staff if the Authority demands such an examination.

C) An employee who is absent as a result of injuries sustained by an assault as described in (A) above, shall be dropped from service after 24 months or at any time during or after the 24 months period from the date of the assault if it is found that the employee is permanently restricted from performing his duties.

8. The Authority agrees to withdraw its demand regarding a change in sick leave accruals due to the fact that over two (2) years of the contractual period has already expired. The Authority intends to resubmit this demand during the subsequent negotiations in 1991. The status quo has been maintained. Both parties retain all current rights.

11/14/81

9. Single Day Vacations - Employees who want to take one (or two) week(s) of their annual vacation in single days or cash in a single week (or two) of their vacation allowance will be given the opportunity to do so provided that they commit to do so approximately six weeks before the general pick or the start of the vacation year, whichever comes first. Employees who choose to cash in a single week (or two) shall have the choice of receiving payment concurrent with their first week of picked vacation or first pay period in December preceding the vacation year. Employees who choose to take single days who are unable to take all five (or ten) days as of the end of the vacation year will be paid in cash for all unused days. Cash sums paid to employees who choose to cash in a single week (or two) of vacation or unused single vacation days, will not be considered pensionable income. Under either cash in option employees will not choose a week or weeks during the annual vacation pick correspondence to time traded in or cashed in.

10. All "X" pieces shall be paid in cash.

11. Current limit of 60 hours of banked OTO time shall be reduced to 24 hours.

12. One person per day per depot or Department can be off on either OTO or Single Day Vacation (Both Transportation and Maintenance).

2-11/14/40
 2.1.


13. The parties agree that only those three side letters dated December 17, 1986 attached to the 1985 - 1988 agreement shall be attached to the 1988 - 1991 agreement and shall be incorporated therein (Attached as Exhibits 1, 2, and 3). Those terms listed in the letters which were to expire at the expiration of the prior contract shall expire on July 31, 1991. The only exception to the terms of the cited letters is the deletion of paragraph 27 of letter in which the first paragraph refers to "Teletype Jobs" Paragraph 27 is deleted and replaced by language contained in this Memorandum of Understanding.
14. The Authority shall continue to have the right to assign employees in the titles, Revenue Collection Supervisor and Storeroom Supervisor. Employees in these two (2) titles will have the right to express preferences by seniority regarding hours of work, location and regular days off (RDO), but such expressed preferences shall not be binding upon the Authority in any way and can be modified, based upon the needs of service at any time. Any change made pursuant to this provision will not be subject to the penalty payments in Article 1 of the working conditions.
15. Upon ratification and approval as provided above, this agreement shall be effective as of June 1, 1988 and shall continue in effect through June 30, 1991.

11/14/90
C.A.

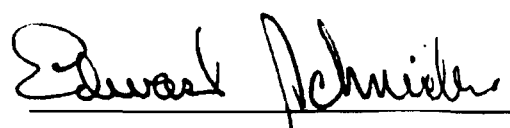
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

NYCTA/MaBSTUA

Transit Supervisors Organization



Carmen S. Suarez
Vice President, Labor Relations



for Michael Collins
President

Dated 11/14/90
Brooklyn, New York

TSO
Disciplinary and Contractual Grievance Procedure

ARTICLE V. DISCIPLINARY PROCEDURE.

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

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

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

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

ARTICLE VI. GRIEVANCE PROCEDURE.

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

The 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.

11/14/90
E.A.

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

2. Step I

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

Step II

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

Step III

In the event that the matter is not satisfactorily adjusted with the Department or Division 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 or designees. The Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee or designees 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 or designees shall deliver to the Union in writing his/her decision on the disposition of the grievance. (At the present time the designees for Step III hearings are the Director of Labor Relations, OA and his staff.) This hearing shall be held at Walnut Depot or at whatever facility to which the Labor Relations Department moves from Walnut Depot.

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

11/14/90
E.A.

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 shall set a hearing within seven (7) calendar days after receipt of the appeal and render his/her decision within seven (7) calendar days following the hearing. Should these time limits not be met, the Union shall have the right to proceed to arbitration.

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

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

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

11/14/90
E.A.

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 have agreed to designate Professor Daniel Collins as the Impartial Arbitrator for the term of this contract. If the office should become vacant, the parties shall designate an alternate Impartial Arbitrator.

0046j

11/14/90
E.L.

New York City
Transit
Authority

370 Jay Street Brooklyn, New York 11201 Phone TR 3-3300

Robert R. Klein
Chairman
Lawrence B. S. ...
Daniel ...
Vice Chairman
Louis ...
Sidney ...
Thomas ...
Harold ...
John ...
John ...
Philip ...
Constance ...
Robert ...
Robert ...
Arthur ...

David ...
President

December 17, 1966

Mr. Michael Collins, President
Transit Supervisors Organization
10 West Fordham Road
Bronx, New York 10463

Dear Mr. Collins:

At the conclusion of recent negotiations, the Authority agreed to continue certain previous agreements not contained in the body of the labor agreement. Those agreements are as follows:

1. In addition to jobs currently not subject to the pick system, the following three jobs will continue not to be subject to the pick system:

Teletype Job (3 Jobs)

2. The parties agree that the Surface Line Dispatcher schedule of tricks (picks) will be revised to indicate that any Dispatcher picking the A.M. or P.M. Crew or General Dispatcher Tricks shall be frozen, at management's discretion, for a period of two (2) years.

3. Super #3 Line Supervisor positions may be created in accordance with Budget Department recommendations in two categories: picked jobs and resume jobs. If there are insufficient #3 Line Supervisors to cover open positions in either category of work, any #3 Line Supervisor may be assigned to cover the other category of work. Normally, however, #3 Line Supervisors who are selected by resume will cover resume jobs, and #3 Line Supervisors who pick their work will cover picked jobs.

4. The Authority agrees to continue its participation in the joint labor-management committees on working conditions, facilities and pick procedures.

11/14/66
E.A.

5. The Authority agrees to grant requests for time off with pay, charged to accumulated overtime offset, upon at least one (1) days notice, on a limited basis and in accordance with the needs of the service.

6. Every effort will be made to keep supervisors and their union representatives informed of substantial changes in procedures directly affecting their work.

7. The Authority agrees to concentrate "sick investigations" on employees with chronic or suspected abuse of sick leave. The Union agrees to cooperate to eliminate sick leave abuse.

8. The Authority agrees to supply full length clothing lockers to supervisory employees in the title of Line Supervisor and Dispatchers as needed.

9. The Authority agrees, except when emergency prevents, that for those Surface Line Dispatchers on the extra list, the "two (2) consecutive days rest during each calendar week" provided in Article 1, Paragraph (b) of the Schedule of Working Conditions shall provide at least fifty-six (56) consecutive hours.

10. The Authority agrees to forward to the Transit Supervisors Organization a copy of any notice of charges to be filed against any employee entitled to be represented by the Organization. Such notice will be sent to the Union's mailing address. The Authority further agrees to permit the examination, by a designated representative of the Organization of those records in an employee's personnel folder relevant to the charges filed against him/her, or the penalty that might result therefrom, if the employee involved consents to such examination.

11. The depot "as assigned" Line Supervisor may not be shifted between depots when there is an open trick available in his/her own depot.

12. I.D. badges will be provided for Line Supervisors with the provision that lost badges will be replaced at the employee's expense.

13. When determining a penalty for a disciplinary violation for which an employee has been found guilty, the hearing officer shall review the employee's record for the previous three years except that an employee's entire record will be considered when such violation is for a serious offense.

14. M&STOA shall follow Transit Authority policy as to break-in time for dispatchers picking a new trick.

15. M&STOA shall provide parking facilities for unit members where feasible at no cost to the Authority.

11/14/90
E.A.

16. No charge shall be made against pension credit for Union officers for time spent on Union business under the same conditions and requirements as exist regarding officers of the Transport Workers Union.

17. MaBSTOA shall seek to expedite payment of differential for injury on duty.

18. MaBSTOA policy as to stolen property allowances shall be the same as exists in the Transit Authority.

19. Maintenance Line Supervisors shall be allowed overtime if they are assigned in the depots more than 15 additional men, or in the shops more than 30 additional men, pending resolution of this matter by the Productivity Joint Special Committee. This issue is to be submitted to the Committee within 30 days after the execution of this agreement.

20. The Authority shall supply without cost, three shop coats to newly appointed Line Supervisors required to wear shop coats. Furthermore, the Authority will replace one coat a year for those Line Supervisors and Deputy Supervisors required to wear shop coats. It shall be the responsibility of each Line Supervisor and Deputy Supervisor, to whom such shop coats are issued, to maintain the shop coats at his/her own expense.

21. Outside dispatchers shall be allowed to wear a medium weight rain slicker type jacket to be purchased at the dispatcher's expense, provided the type of slicker has been approved by the Authority.

22. Unless mutually agreed to, the maintenance depot pick each year shall be effective in January.

23. The Maintenance Chairman, Transportation Chairman and one other employee shall be released eight hours per day for labor-management activities. Such employees may work overtime consistent with Article II of the working conditions.

24. An active MaBSTOA supervisory employee who is in the Tier II or Tier III retirement plans, shall continue to have the same death benefit as a Transit Authority operating supervisory employee who is in the "Modified Transit Plan" Tier II or Tier III pension plans

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

25. When provisional appointments are to be made, seniority will be defined as seniority in title.


26. Dispatcher work assignments for the following day will be posted by 2:00 P.M.

11/14/90
S.J.

27. The Authority will permit one Dispatcher per day per depot to take time off chargeable to compensatory time (CTO or holiday).

28. The John C. Simpson memorandum of December 23, 1982 regarding "Provisional Appointments of Represented Employees to a Higher Position" shall be followed as applicable to the Transit Supervisors Organization.

Sincerely,



Robert R. Kiley
Chairman



David L. Gunn
President

Agreed:

Michael Collins, President
Transit Supervisors Organization

2/25/87

11/14/90
E.A.

A

New York City
Transit
Authority

William J. ...
John ...
Thomas ...
Robert ...
David ...
Constance ...
Richard ...
Edward ...

370 La. Street, Brooklyn, New York 11201 Phone (718) 300-...

David L. Gunn
President

December 17, 1986

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

Dear Mr. Collins:

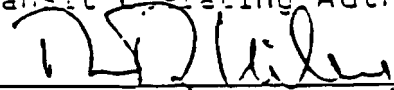
During contract negotiations it was mutually agreed between the parties that the following item would not be included in the contract but would be set forth in a letter of understanding. The item is as follows:

As soon as practical, the Union agrees to stipulate to FERS that Liaison Jobs are confidential positions as defined by Civil Service Law. Employees assigned or in the future assigned to Liaison Jobs, can return to the bargaining unit with full seniority rights.

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

Sincerely,

Manhattan and Bronx Surface
Transit Operating Authority


Robert Kiley, Chairman

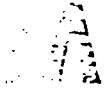

David L. Gunn, President

Transit Supervisors Organization

Michael Collins, President

11/17/90
E.A.

Robert F. ...
 Robert F. ...
 Lawrence A. ...
 ...
 Louis ...
 ...
 Thomas ...
 Herbert J. ...
 John F. ...
 Ronny ...
 Constantine ...
 Robert F. ...
 Robert ...
 Alfred ...


 New York City
 Transit
 Authority

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

David L. Gunn
President

December 17, 1986

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

Dear Mr. Collins:

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

1. A. The parties agree that during the term of the contract which commences on June 1, 1985, the combined total number of employees represented by the Transit Supervisors Organization and Queens Supervisory Association in their operating supervisory units shall not fall below 400 so long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 6,000 employees; shall not fall below 350 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 5,250 employees; shall not fall below 300 so long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 4,500 employees; shall not fall below 250 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 3,750 employees; and shall not fall below 200 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 3,000 employees.

B. The Union hereby agrees to withdraw with prejudice as to all defendants and respondents any and all administrative complaints and court actions or proceedings in which the Union or any of its officers is a complainant or plaintiff or petitioner or charging party and in which the MTA, NYCTA, MaBSTOA, or any of the members or officers thereof are respondents or defendants, and to provide to any such respondents or defendants general releases and any other documents necessary to terminate with prejudice any claims the Union or its officers have against the MTA, NYCTA, MaBSTOA, and

11/14/90
P.A.

the members and officers thereof, and further agree that neither it nor any of the officers shall bring any action, proceeding, charge or other challenge to the establishment or filling of Superintendent positions (including deputy superintendent) or equivalent titles in NYCTA and MaBSTOA.

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

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

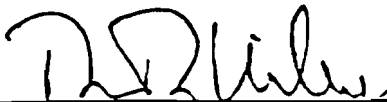
3. The parties agree that further consideration is to be given to the establishment of a TSO Supplemental Trust.

4. Effective June 1, 1986, for those Transit Supervisors Organization represented employees who chose GHI C&P, their drug plan will have a \$50.00 family calendar year deductible. Once the deductible is satisfied, GHI will reimburse the employee 80% of the reasonably and customary costs of covered prescription drugs.

5. Effective June 1, 1986, basic health benefit coverage will continue for 12 months after the death of an active employee or retiree (who retires after June 1, 1985) for spouse and dependents. Payment for these benefits will be provided from funds provided in Article X, paragraph 5a of the agreement.

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

Sincerely,



Robert R. Kiley
Chairman



David L. Gunn
President

AGREED:

Michael Collins, President
Transit Supervisors Organization

11/14/90
E.A.

9.4.81.1

APPENDIX B

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

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 Authority employees excluding members of the Transit Police force and those employees who are otherwise provided for in their collective bargaining agreement.

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 - Any drug or substance listed in Public Health Law Section 3306, including but not limited to marijuana (marihuana), heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidene (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.

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 1 of 8
--	--	--	----------------

NEW YORK CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

107

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

- 4.3 Marijuana - (Marihuana) - 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.

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 2 of 8
--	--	--	----------------

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

Testing

- 5.3 Employees of the Authority shall submit to Drug screening testing when ordered to do so in the following circumstances:
- 5.3.1 Back-to-work physical following extended illness, suspension or unauthorized absence, (21 or more days);
 - 5.3.2 Biannual and/or annual periodic physicals;
 - 5.3.3 Physical examinations for promotion;
 - 5.3.4 When directed by members of supervision or management following pattern absence, pattern revenue loss, or any unusual incident that occurs while on duty, such as accident, collision, or derailment;
 - 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.

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 paragraphs 6.4 - 6.12 inclusive, and in Section 8, paragraph 8.2, 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.

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 3 of 8
--	--	--	----------------

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

- 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.
- 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.

Use of Marijuana

- 6.4 Use of marijuana by Authority employees at any time is prohibited.
- 6.5 When the testing is positive for marijuana and the employee has less than one (1) year of service, he/she shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.6 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 Assistance Program (EAP) 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.
- 6.7 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, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 4 of 8
--	--	--	----------------

NEW YORK CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

110

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

- 6.8 Employees who are referred to EAP pursuant to paragraph 6.6 where EAP recommends, may be temporarily reassigned, placed on a leave or transferred in accordance with the restricted duty policy of the Authority.
- 6.9 When an employee is referred to EAP and EAP does not report that the employee has satisfactorily met the requirements of the EAP program the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.10 The EAP shall notify the employee's Department Head immediately in all cases where an employee has failed to cooperate or satisfactorily meet the requirements of the EAP program. Such notification shall be in writing.
- 6.11 Employees covered by this P/I are covered by the provisions of the Authority's restricted duty policy. However, where the EAP does not certify that an employee is fit to perform full duty in his/her title, following six months from the initial positive test for marijuana, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.12 If an employee has a second positive test for marijuana, such employee shall be dismissed from the service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

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:

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 5 of 8
--	--	--	----------------

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

- 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. No such request will be honored if it is not received in that office within three (3) weeks from the date the results of the initial tests are reported to the employee.
- 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.
- 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.
- 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.
- 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 and to those permanent employees who voluntarily wish to participate in the EAP program.

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 6 of 8
--	--	--	----------------

NEW YORK CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

112

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

8.2 Voluntary participation and cooperation in the EAP program will not be cause for dismissal or discipline and may not be used to avoid disciplinary action that would be otherwise appropriate under the Authority's rules and regulations.

8.3 Employees who are voluntarily participating in an EAP program may, where said participation may affect job performance, be temporarily reassigned, transferred or placed on a leave in accordance with the Authority's restricted duty policy.

8.4 Employees participating in EAP programs under the provisions 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.

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.

Issued By: David L. Gunn President		Supersedes P.I. 6.0.1 issued February 25, 1987	Page 7 of 8
--	--	---	----------------

NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

APPENDIX C

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

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 of an alcoholic beverage on Authority property or the consumption of alcoholic beverages on Authority property, while on duty or at any time to the extent rendering an employee unfit to perform the duties of his/her job safely, or in a manner that would constitute a threat to the property or the safety of others is prohibited.

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 to the extent making an employee unfit to perform his/her duties.

3.0 SCOPE

- 3.1 This NYCTA P/I shall apply to all Authority employees excluding members of the Transit Police force.

4.0 DEFINITIONS

- 4.1 Unfit due to indulgence in an alcoholic beverage (a positive finding) - A reading of .5 mgm/cc or greater by a blood alcohol test or a refusal as per 5.2 below.
- 4.2 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.
- 4.3 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.

Issued By: David L. Gunn President	02/04/86	Supersedes New	Page 1 of 6
--	----------	-------------------	----------------

11/14/90
E.A.

NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

5.0 TESTING FOR USE OF ALCOHOLIC BEVERAGES

5.1 Employees of the Authority shall submit to blood alcohol testing when ordered to do so, and additionally in the following circumstances:

5.1.1 When directed by members of supervision or management following any in-service accident or other incident involving serious injury or death.

5.1.2 When supervision or management has reason to believe that the employee is impaired by virtue of being under the influence of alcohol, (i.e. alcoholic breath, incoherent speech, staggering, etc.), and in conjunction with any disciplinary matter.

5.2 Refusal to take such test 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.

6.0 CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES

6.1 When the blood alcohol finding is positive and the employee has less than one (1) year of service, he/she will be dismissed from service.

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, or any indication of unsatisfactory conduct or job performance, the employee in the first such instance will be suspended from duty for thirty (30) work days without pay. The department shall refer the employee to the Employee Counseling Service (ECS) and he/she will be required to participate in counseling. If there is an in-service incident or any indication of unsatisfactory conduct or job performance, such an employee will be subject to dismissal.

Issued By: David L. Cunn President	02/04/86	Supersedes New	Page 2 of 6
--	----------	-------------------	----------------

11/14/90
E.L.

NEW YORK CITY TRANSIT AUTHORITY
POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

- 6.3 Where an employee is suspended and referred to ECS pursuant to paragraph 6.2 of this policy and ECS does not recommend restoration to duty at the end of the suspension period, the employee shall be subject to dismissal, except where ECS reports that the employee's participation is satisfactory and required counseling can be completed within ninety (90) calendar days of referral. In such a case, a leave of absence without pay may be granted for such period of time that ECS determines is required to complete the counseling program. In no case shall such a leave of absence exceed ninety (90) calendar days. Such leave of absence shall be granted pursuant to paragraph 7.5 of this policy. Where ECS recommends restoration to duty at the end of the required counseling period, the employee shall be restored to duty following examination by the Authority's Medical Department. Such recommendation shall be in writing to the employee's Department Head.
- 6.4 Where an employee is found to be positive for alcohol a second time, such employee shall be dismissed.
- 6.5 In any case wherein an employee has been found to be positive for alcohol pursuant to paragraph 6.2 of this Policy/Instruction and is subsequently detected as having used any controlled substance, including marijuana, such employee shall be dismissed.
- 6.6 In any case wherein an employee has been found to be positive for alcohol pursuant to paragraph 6.2 of the Policy/Instruction, and had previously been detected as having used any controlled substance, including marijuana, such employee shall be dismissed.

Issued By: David L. Gunn President	02/04/86	Supersedes New	Page 3 of 6
--	----------	-------------------	----------------

11/14/90
E.A.

NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

6.7 Where an employee is found to be in possession of an alcoholic beverage while on duty, such employee shall be subject to dismissal.

7.0 EMPLOYEE COUNSELING PROGRAM

7.1 Where an employee is referred to ECS pursuant to paragraph 6.2 of this policy, and ECS does not report, within ninety (90) calendar days of such referral, that the employee has satisfactorily met the requirements of the ECS program, the employee shall be dismissed.

7.2 ECS shall notify 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 ECS program. Such notification shall be in writing.

7.3 The Employee Counseling Service shall provide assistance to employees who are referred to it as herein provided in paragraph 6.2, to those employees qualified to be considered for reinstatement pursuant to Section 8.0, and to those permanent employees who voluntarily wish to participate in ECS programs. ECS shall be responsible for the administration and coordination of treatment programs.

7.4 Employees voluntarily entering the ECS program prior either to detection of use or possession of alcoholic beverages or to initiation of an investigation to detect such may be retained by the Authority. They shall not be subject to discipline if such employee remains in compliance with paragraph 7.7 of this policy.

7.5 Employees who are voluntarily participating in an ECS program pursuant to 7.4 may, where said participation may affect job performance, be temporarily reassigned or transferred to a budgeted vacancy within such an employee's own department if such a vacancy exists in a title for which the employee is qualified, or may be allowed to take a leave of absence without pay until ECS recommends and Medical Department concurs that the employee may return to duty. However, such leave may be charged to that sick leave, current vacation, OTO or AVA's which the employee has to his or her credit.

Issued By: David L. Gunn		Supersedes	Page 4 of 6
-----------------------------	--	------------	----------------

11/14/90
E.A.

NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

- 7.6 Leave, temporary reassignment, or transfers as provided for in paragraph 7.5 above shall not exceed a period of six (6) months. Employees placed on such leave, reassigned or transferred who, as reported by ECS, do not satisfactorily meet the requirements of the ECS program within said six month period will be subject to procedures under Sections 72 and 73 of the Civil Service Law or the appropriate provision of a collective bargaining agreement governing the termination of employees on involuntary leave on account of a non-service connected illness or injury.
- 7.7 Employees participating in ECS programs under the provisions of this policy must comply in all respects with the directions and program requirements of ECS or be subject to dismissal from service.

3.0 REINSTATEMENT OR RESTORATIONS

An employee who has been dismissed from service for alcohol possession or use, except where the dismissal occurred when the employee had less than one year of service, may be considered for reinstatement to the Authority, after two month's following dismissal, if he or she enrolls in a treatment program and is certified by such program or other medical authority within six (6) months following such enrollment as being free from misuse of alcoholic beverages. Employees desiring to obtain counseling or treatment in a program or with a medical authority not under the jurisdiction of the Authority must obtain prior approval from ECS to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by ECS prior to a recommendation of reinstatement.

- 3.1 Such reinstatement shall be at the sole discretion of management, and shall be effected no earlier than two (2) months nor later than one (1) year following dismissal. An employee may be reinstated under the provisions of this section only once. A second dismissal will be final and will not be subject to such reinstatement.

Issued By:		Supersedes	Page 5
David L. Gunn President	02/04/86	New	of 6

11/14/90
E.A.

NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

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

- 8.2 An employee who is removed from title or is placed on leave as provided for in paragraphs 7.5 shall not be restored to duty unless he or she participates satisfactorily in the ECS program and a recommendation for restoration is made by ECS.

APPROVED:



David L. Gunn, President

Issued By: David L. Gunn President	02/04/86	Supersedes New	Page 6 of 6
--	----------	-------------------	----------------

9482X/jw

4/14/91
S.D.

AGREEMENT, made as of June 1, 1985, by and between the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Operating Authority" or "Authority"), and the TRANSIT SUPERVISORS ORGANIZATION (hereinafter referred to as the "Union"), an employee organization representing certain supervisory employees in the employ of the Operating Authority;

WHEREAS, the Operating Authority, by Resolution adopted February 28, 1964, recognized the Union as the exclusive organization to represent supervisory employees in the titles of Foreman (hereinafter referred to as Line Supervisor) and Dispatcher; and

WHEREAS, the Union had presented to the Operating Authority satisfactory evidence in the form of validly executed union dues check-off cards indicating that a majority of the supervisory Operating Authority employees in the title of Assistant Supervisor have selected the Union as their exclusive representative, and the Operating Authority has agreed to recognize the Union as the exclusive organization to represent supervisory employees in the title of Assistant Supervisor (hereinafter referred to as Deputy Supervisor); and

WHEREAS, the Operating Authority has made certain proposals with respect to the questions of salary scales and working conditions as affecting supervisory employees whom the Union represents, which proposals have been submitted to and approved by the membership of the Union, and the parties desire to incorporate these proposals into a written agreement:

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

ARTICLE I. RECOGNITION.

1. The Operating Authority recognizes the Union as the exclusive organization to represent supervisory employees in the titles of Line Supervisor, Dispatcher and Deputy Supervisor.

2. 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 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.

3. 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.

ARTICLE II. EMPLOYEES COVERED BY AGREEMENT.

This Agreement shall apply to all Operating Authority employees in the titles of Line Supervisor, Dispatcher, and Deputy Supervisor.

ARTICLE III. OPERATING AUTHORITY 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 operate the omnibus routes safely, efficiently, and economically.

The Union fully accepts the Operating Authority's basic right to manage the omnibus properties and exercise the management prerogatives stated in this Article, 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 omnibus system on a safe, efficient, economical operating basis. The Operating Authority recognizes that in the exercise of its rights and prerogatives to manage the omnibus properties, as set forth in this Article, it will preserve the rights of the employees and/or their representatives through the legal and orderly processes provided for in Article VI hereof.

ARTICLE IV. NO STRIKE CLAUSE.

During the term of this Agreement there shall be no strike, sit-down, slow-down, 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.

ARTICLE V. DISCIPLINARY PROCEDURE.

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

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

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

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

ARTICLE VI. GRIEVANCE PROCEDURE.

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

The 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 Location Chief within five (5) days after the grievance arose. General Superintendents or Superintendents may hold disciplinary, grievance, or administrative hearings; however, Superintendents holding disciplinary hearings may not award any punishment in excess of a final warning. In the event that the matter is not satisfactorily adjusted within three (3) days after the presentation to his/her Location Chief, the case must be referred, at the request of the employee's Union representative within an additional three (3) days, to the employee's Department 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 Relations or his/her designee or designees. The Operating Authority's Assistant Vice President, Labor Relations or his/her designee or designees 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 Relations or his/her designee or designees 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 Relations or his/her designee or designees, made as provided in Paragraph 2 above, at the written request of the party hereto desiring arbitration as herein provided, the matter shall be submitted for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to Paragraphs 2 or 4 of this Article, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Assistant Vice President, Labor Relations or his/her designee or designees. If the requested arbitration arises out of any other dispute between the parties arising out of the collective bargaining agreement, as provided for in paragraph 5 below, the request for such arbitration shall be made within five (5) days after such dispute arises. The request for arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

4. Any serious contractual violation question shall be appealed in writing directly to the Assistant Vice President, Labor Relations. 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 Relations or his/her designee 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 Relations 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 Relations 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 the Impartial Arbitrator should become vacant, the Operating Authority and the Union will designate a new Arbitrator as soon as practicable.

ARTICLE VII PICK PROCEDURES.

In connection with picks of work assignments covered by this Agreement, where such picks are permitted, such work assignments shall be submitted to the Union at least fifteen (15) days before posting, and will thereafter be posted for five (5) days, and the pick thereon shall commence not later than five (5) days after posting.

In the event of a disagreement on the work assignments, the matter shall be submitted to the appropriate Vice President at least five (5) days prior to the date of posting. His/her decision shall be final and binding, except as hereinafter provided.

If the complaint is that such work assignment imperils the health and safety of employees, it must be in writing and set forth specifically in what manner such work assignment perils the health and safety of employees, in which case and only then, such complaint shall constitute a grievance and shall be heard by the Authority's appropriate Vice President or his/her designee, not more than two (2) working days after the filing of the complaint, and his/her decision shall be made within twenty-four (24) hours after the hearing.

An appeal may be taken under the grievance procedure to the Impartial Arbitrator immediately after the decision by the

Operating Authority's Vice President or his/her designee, which appeal shall be accompanied by a statement setting forth the basis of the contention that a particular work assignment or work schedule imperils the health or safety of employees, and accompanied also by a copy of the decision by the Operating Authority's Vice President (Surface) or his/her designee. The Impartial Arbitrator shall hold a hearing, on notice, as promptly as possible after the filing of the appeal. At the request of the Impartial Arbitrator, such witnesses, records and other documentary evidence as may be required shall be produced. The Impartial Arbitrator shall mail a copy of his/her opinion to the Operating Authority and to the Union, within two (2) working days after the close of the hearing before him/her. If, in considering such complaint, the Impartial Arbitrator finds that a particular work assignment or work schedule imperils the health or safety of employees - which is the sole extent of his/her jurisdiction - he/she shall set forth specifically the precise elements in the particular work assignment or work schedule on which he/she bases such opinion. The opinion of the Impartial Arbitrator with respect to whether a particular work assignment or work schedule imperils the health or safety of employees shall be final and binding upon both parties.

Neither the filing of a complaint, nor the pendency of a grievance at any level, shall prevent or delay putting the work assignment or work schedule into effect on the day fixed therefor.

Article VIII. Salary Scales.

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

B. Night Differential

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

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

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

Article IX. Agency Shop Fees.

The Operating Authority shall deduct biweekly an Agency Shop fee from the wages of each employee who has been an employee for more than thirty days and who is not a member of the Union, in the same manner and in the same amount as Union dues are deducted pursuant to the Union dues deduction authorization.

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

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 Article, insofar as it relates to an agency shop fee deduction, shall become 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 X. HEALTH AND HOSPITALIZATION PLAN

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

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

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

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

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

5. a. The Operating Authority shall continue to administer a fund for the purpose of providing additional health benefits to active employees in the titles covered by this Agreement and in the representation unit represented by the Union. The Operating Authority shall, effective June 1, 1985, pay to the existing fund \$716.00 per annum, per employee, prorated monthly. Effective June 1, 1986, to May 31, 1988, the Operating Authority's contribution shall be increased to \$1052.00 per annum, per employee, prorated monthly. Effective 11:59:59 PM of May 31, 1988, the Operating Authority's contribution shall be decreased to \$716.00 per annum. Effective June 1, 1985 the amount of the Operating Authority's obligation for any month shall be measured by multiplying \$59.666 by the number of active employees subject to this Agreement on the payroll roster on the first pay period of each month. Effective June 1, 1986 to May 31, 1988, the monthly amount shall be increased to \$87.666. Effective 11:59:59 PM of May 31, 1988, the monthly amount shall be reduced to \$59.666. The Operating Authority shall continue to deduct from the wages of each employee in a title covered by this Agreement \$1.00 per pay period.

b. In addition to providing health benefits for active employees, these funds may be used to purchase a major medical benefit for employees who retire on or after August 1, 1983. Such benefit will terminate upon the retiree's eligibility for Medicare benefits or death. In order to be eligible for such major medical benefit, the employee must have retired from a TSO represented title with twenty or more years of service and three or more years of service in a TSO represented title. If a TSO represented employee retires on a disability pension, the three year service requirement in a TSO title will be waived.

c. Should the above mentioned contributions not be sufficient to fund supplemental health benefits, the union will either increase their contribution or agree to decrease existing benefits so that the fund remains solvent.

d. At such time as the Union requests and after it submits and the Operating Authority approves a plan of benefits, the Operating Authority shall make the above mentioned payments to the Trustees of a joint trust to be established by the parties to administer these additional health and welfare benefits.

ARTICLE XI. RETIREMENT.

1. As used in Paragraph (1) of this Article, the word "employee" shall mean any person who at the time of retirement worked for Surface Transit, Inc., Fifth Avenue Coach Lines, Inc., Gray Line Motor Tours, Inc., or their predecessor operators, or the Operating Authority, in a title covered by Schedule A, or who was specifically named in Schedule B of an Agreement dated as of July 1, 1963, between the Operating Authority and the Association of Transit Supervisors affiliated with the Transit Supervisors Organization, which Agreement was extended for a period to and including June 30, 1968.

Certain employees covered under Schedule A and B had been receiving pension payments from Surface Transit, Inc., or from Fifth Avenue Coach Lines, Inc., or from Gray Line Motor Tours, Inc., or from the Trustee under a Pension and Trust Agreement, dated as of January 1, 1960, made by said Companies.

The Union recognizes that the said Companies have the primary obligation for the continued payment of said pensions and has assured the Operating Authority that it will, on behalf of such pensioners, vigorously prosecute the claims against the said Companies and the Trust for continued payment of such pensions.

The said Companies, having failed to pay pensions to employees who retired prior to March 21, 1962, or who had the right to retire prior to March 21, 1962, the Operating Authority agreed with the Association of Transit Supervisors affiliated with the Transit Supervisors Organization, by said Agreement dated July 1, 1963, to make conditional advances of pension payments to those persons already retired or who had the right to retire before March 21, 1962, and referred to specifically by name in Schedule B of said Agreement, and also to make conditional advances of pension payments to persons applying or becoming eligible after March 21, 1962 in classifications covered in Schedule A of said Agreement, under the terms and conditions provided for in said Agreement.

As the result of a certain arbitration proceeding and certain litigation, the said Companies agreed to pay certain specified employees covered by said Schedules A and B their monthly pensions from a trust fund entitled, "TWU-Fifth, Surface, Westchester Pension Trust", dated January 1, 1960, as amended; and hereafter, beginning in November, 1966, the persons so specified were paid monthly from said trust fund.

The Operating Authority continued, in accordance with the Agreement of July 1, 1963 with the Association of Transit Supervisors, affiliated with the Transit Supervisors Organization, to make retirement advances to those employees covered by Schedules A and B who were not specified to be paid from said Trust Fund, beginning with November, 1966.

As a part of this Agreement, the Operating Authority agrees to continue to make such retirement advances to employees retired up to and including the month of June, 1968, under Schedules A and B, who were not paid or included in the provisions of the said Trust Fund, entitled "TWU-Fifth, Surface, Westchester Pension Trust", for the duration of this Agreement under the same terms and conditions as provided in said Agreement of July 1, 1963.

The parties also agreed that no additional retirements may be made subsequent to June 30, 1968 under the provisions of said Agreement of July 1, 1963.

In the event that the "TWU-Fifth, Surface, Westchester Pension Trust" becomes unable to pay monthly pensions to the pensioner beneficiaries of such Trust, heretofore referred to, during the term of this Agreement, and provided that the Union and the pensioners have vigorously prosecuted the pension claims of the pensioners against the Companies primarily obligated, and have exhausted all practicable legal remedies to have the pensions currently paid by the Companies, the Operating Authority shall advance his/her monthly pension to each of such pensioners whose monthly pension has been advanced to him/her by the Operating Authority for the month of October, 1966, on the same terms and conditions as the October, 1966 payment had been advanced to him/her, as set forth in said Agreement of July 1, 1963. The Union also agrees for itself and the pensioners to have executed and furnish such additional documents as the Operating Authority may deem necessary to protect the Operating Authority's right to reimbursement.

The Operating Authority shall not, by reason of the foregoing paragraph of this Article, be required to make any payments beyond the termination of this Agreement.

2. The Operating Authority agrees that it will, as part of this Agreement, continue to make retirement advances for the duration of this Agreement to employees who retired between July 1, 1968 and June 30, 1970, pursuant to Article X, paragraph (2) of the agreement between the parties made as of July 1, 1968, under the same terms and conditions as therein contained.

3. There are certain employees now employed by the Operating Authority in the classification of Line Supervisor, Dispatcher, and Deputy Supervisor, who are in the same situation as hourly employees for whom Fifth Avenue or Surface Transit were not held liable under the Litigation and Arbitration Proceedings referred to in paragraph 1 of this Article, who have or would become eligible between July 1, 1972 and July 31, 1982 for benefits under

Pension Plan of Surface Transit, Inc., dated August 27, 1946, or the Pension Plan of Fifth Avenue Coach Lines, Inc. provided under the Arbitration Award of Honorable Sidney Sugarman, dated November 21, 1949, if said Plans were in effect during such period. The Union has demanded that the Operating Authority during the term of this Agreement pay monthly to each such person who so elects, the amount he/she would receive under the Pension Plan if continued in effect by the company operating the lines on which he/she was employed prior to March 1, 1962, as hereinafter modified, provided such employee is eligible under and complies with the terms and conditions of such Plans. In consideration of the covenants of this Agreement, the Operating Authority agrees it will make such payments to employees qualifying under this paragraph.

a. Such retirement advances shall be computed as follows:

For employees electing to retire, or who leave the Operating Authority's service, or who die during the period between July 1, 1972 and May 31, 1988.

The original pay-as-you-go plans described in paragraph (3) of this Article, as applicable to the above employees, are modified to provide the same benefits to the employees described in this subparagraph (3a) as are provided for New York City Transit Authority hourly-paid employees covered by the non-contributory 20-year, half-pay transit plan, under the same terms and conditions as are applicable to Transit Authority hourly-paid employees or their beneficiaries who receive benefits under said transit plan, except that such plans shall be further modified to provide only such payments as would be made to hourly employees of the New York City Transit Authority retiring under the same circumstances.

The modifications of said transit plan applicable to employees covered under this paragraph 3(a) are:

1. All benefits payable under this paragraph 3(a) shall be paid on a pay-as-you-go basis, and there shall be no obligation on this Operating Authority to fund any such benefits.

2. With respect to disability retirement, the ordinary disability or accidental disability must have occurred on or after July 1, 1972.

3. The method of computation of service shall be as follows:

Years of service shall be allowed on the following basis from the date an employee is hired.

Number of months prior to 3/1/62;

Number of months from 3/1/62 to 6/30/70;

Number of months from 7/1/70 to date of retirement.

Months of service are computed as follows:

The years, months and days of credited service between each of the above dates are totaled, and credit is given for all completed months. An extra month of credit is given for fifteen (15) or more days of service in excess of the number of completed months.

4. Credit for service with this Operating Authority and Fifth Avenue, Surface, their predecessors or the Trustee or Trustees of Surface shall be allowed in the same manner as heretofore under said original Plans.

5. The computation of the amount of retirement advance percentages shall be determined as follows:

An employee shall be given credit from the date he/she is hired for each year of service prior to March 1, 1962, at 1 1/2%; for each year of service from March 1, 1962 to July 1, 1970 at 2%; and for each year of service after July 1, 1970 at 2 1/2%.

Provided, however, that when such employees reaches 50%, even though it occurs during any particular year, the retirement advance will be computed at 1 1/2% thereafter.

6. The basis of earnings shall be computed as follows:

The first 50% shall be based on one-half his/her salary or compensation earnable by him/her for Operating Authority service in the year prior to his/her retirement.

The said 50% of salary or compensation earnable by him/her in the year prior to his/her retirement shall be computed in the same manner and to the same extent as is now or hereafter provided for Transit Authority hourly-rated employees under the non-contributory 20-year, half-pay transit plan.

The amount in excess of 50% shall be based on final compensation, which is defined as compensation earnable during his/her last five (5) years of service or during any other five (5) consecutive years of service which such employees shall designate.

Disability benefits received by an employee under the Transport Workers Union, Manhattan and Bronx Surface Transit Operating Authority Health, Welfare and Death Benefit Trust and Plan of Benefits shall be deemed as earnings for the purpose of calculating retirement advances.

7. An active employee who dies before attaining twenty (20) years of service shall be entitled to receive the same benefits as a Transit Authority annually-paid operating employee under the non-contributory Transit Plan under the same conditions.

8. The Medical Director of the Operating Authority shall arrange for and pass upon all medical examinations required or deemed necessary in connection with this paragraph 3(a), and shall investigate all essential statements and certifications by or on behalf of an employee of the Operating Authority in connection with an application for disability retirement, and shall report to the Operating Authority's Board of Administration as constituted in this connection by Resolution dated May 21, 1963, his/her conclusions and recommendations thereon.

9. The Operating Authority, for the period from June 1, 1985 to May 31, 1988, shall pay a sum computed at the rate of five-hundred (\$500.00) dollars a year to each employee who was, on July 1, 1970, in the employ of the Operating Authority and who retires on or after July 1, 1970 and receives a retirement advance, as provided herein, on or after July 1, 1970, and who continued in the employ of the Operating Authority until the age of fifty-five (55) years or later, or is earlier retired from the employ of the Operating Authority by reason of disability. Such payment shall begin on the effective date of such employee's retirement, and shall be made in equal monthly installments (except the first payment may be for a portion of the month), and shall continue only for the period from retirement to May 31, 1988, but, in no event beyond the date of the employee's death.

Title D of Chapter 49 of the Administrative Code of the City of New York remains unapplicable.

10a. Employees who retired under the previous alternate eligibility retirement of fifteen (15) years of service at age sixty (60) shall continue to receive benefits as provided in Article XXIV paragraph 3(B), (1) and (2) of the agreement between the parties dated as of January 1, 1970 and not subsection (3.a) of this Section.

b. Except as modified in Section 3 of this Article, all of the other provisions in said Pension Plans shall remain the same for all purposes in determining eligibility, or amount of pension, or for any other applicable purpose.

c. The Operating Authority shall not, by reason hereof, be required to make such payments, as provided in Section 3 of this Article, beyond the termination of this Agreement.

11. In order to more closely conform the retirement benefits of Operating Authority employees to those provided to operating employees of the Transit Authority in tiers 1, 2, and 3, the following modifications shall be made effective April 1, 1982, unless otherwise provided:

a. Employees will be eligible to retire under the 55 1/100 plan. The eligibility requirements for such retirement shall be the same as for Transit Authority employees retiring under the 55 1/100 plan.

b. A retiree shall not have Workers' Compensation payments offset from ordinary disability retirement benefits where the disability occurred prior to January 1, 1972.

ARTICLE XII. WORKING CONDITIONS.

Attached to and made a part hereof, as Exhibit A, is the Schedule of Working Conditions applicable to employees covered by this Agreement, effective for the period of this Agreement.

ARTICLE XIII. COMMITTEE TO IMPROVE UTILIZATION.

A joint Authority-Union Committee shall continue to study methods of improving supervisory skills and attendance.

Article XIV. RESTRICTIONS ON AFFILIATION.

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

Article 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 set forth in the attached side letters, which are made part of this Agreement, and such others subsequently agreed upon, in writing, by the Presidents of both parties.

Article XVI. TERM OF AGREEMENT

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

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

ARTICLE XVII. LEGISLATIVE ACTION

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 hereto have set their hands and seals as of the day and year first above written.

MANHATTAN and BRONX SURFACE TRANSIT OPERATING AUTHORITY

by *Robert R. Kiley*
Robert R. Kiley, Chairman

by *David L. Gunn*
David L. Gunn,
President

APPROVED AS TO FORM

Albert C. Cosenza
Albert C. Cosenza,
General Counsel, MABSTOA

TRANSIT SUPERVISORS ORGANIZATION

by *Michael Collins*
Michael Collins, President

APPROVED AS TO FORM

William L. Schwartz
Counsel, TSO

1/25/87

EXHIBIT A

This schedule applies to annually rated employees of the Operating Authority in the titles of Line Supervisor, Dispatcher, and Deputy Supervisor.

ARTICLE 1. HOURS OF WORK.

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

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

c. If an employee's regular tour of duty is changed to another regular tour of duty on less than seven (7) calendar days' notice, he/she shall be paid on each day worked on the changed tour that may fall within seven (7) calendar days after notice was given, as follows: at the rate of time and one-half in cash for any hours worked outside his/her former regular hours, and straight time for any hours worked which fall within his/her former regular hours. This provision shall not apply, nor shall there be any penalty, in respect to tours of duty changed for the purpose of training employees.

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

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

ARTICLE 2. OVERTIME

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

b. With respect to accumulated overtime offset time earned prior to July 1, 1970, or any overtime offset time accumulated subsequent to July 1, 1970, as provided for in subdivision (c) of this Article, the following shall apply concerning the use of such overtime offset time:

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.

In all cases, accumulated overtime offset time earned either prior to July 1, 1970 or accumulated subsequent to July 1, 1970, as provided in subdivision (c) of this Article, must be used by the employee prior to retirement.

c. An employee who has less than sixty (60) hours of accumulated overtime offset time to his/her credit prior to July 1, 1970, or whose accumulated overtime offset time is reduced below sixty (60) hours during the period of the Agreement may, at his/her option, accumulate and maintain a bank of not more than sixty (60) overtime offset hours. The use of such bank of overtime offset hours will be governed by subdivision (b) of this Article.

An employee who has more than sixty (60) hours of accumulated overtime offset hours to his/her credit as of July 1, 1970 may not accumulate additional overtime offset time during the period of this Agreement, except when such overtime offset time is reduced to below sixty (60) hours, in which case, as provided above, he/she may build such overtime offset time up to not more than sixty (60) hours.

d. Work required in excess of regularly scheduled hours will be spread fairly among the qualified employees in the area where the work is required, insofar as practicable and providing that such assignments are consistent with (f) below.

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

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

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

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

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

5. Either party may bring allegations of abuse of the above procedure before the Impartial Arbitrator by submitting a new plan to accomplish the objectives stated in this section. Pending approval of any such plan, the provisions of this Article shall remain in full force and effect.

ARTICLE 3. ALLOWANCE FOR WORK ON SCHEDULED DAY OFF.

a. An employee who is required to work on a day which is regularly scheduled for him/her as a day off shall receive a minimum of eight (8) hours at time and one-half for the number of hours so worked.

b. Supervisory employees required to perform emergency work under Article 4 of this Schedule (Emergency Work) on their day off, shall not be allowed another day off but will receive a minimum of eight (8) hours at time and one-half for the number of hours so worked.

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

ARTICLE 4. EMERGENCY WORK.

a. "Emergency Work" shall be defined as follows:

"Emergency Work" shall include work outside of the employee's tour of duty, and not credited under presently existing working conditions, made necessary by extraordinary occurrences, or catastrophes, which, in the opinion of the Department Head would cause a serious interruption of service. Work made necessary by failure of another employee to report for duty, shall not be considered as emergency work.

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

c. If, as a result of emergency work, an employee is required to work six (6) hours or more between the completion of his/her regularly scheduled tour of duty and the commencement of his/her next regularly scheduled tour of duty, and at such time or times as to prevent him/her from having eight (8) consecutive hours off duty at any time between the two regularly scheduled tours of duty, he/she shall be excused with pay from such part of his/her next regularly scheduled tour of duty as may follow the completion of the emergency work and as may be necessary in order that he/she may have eight (8) consecutive hours off duty between the time when he/she completed his/her emergency work, whether that be before or after the time of commencement of his/her said next regularly scheduled tour of duty, and the time when he/she shall thereafter report back for work; except that if the time when he/she would thus report back for work should be within four (4) hours of the time scheduled for the completion of his/her said next regularly scheduled tour of duty, he/she shall be excused with pay from all of the said next regularly scheduled tour of duty. Notwithstanding the foregoing, if an employee, upon completing a regularly scheduled tour of duty, leaves the premises without having any reason to believe that he/she may be called out for emergency work before the commencement of his/her next regularly scheduled tour of duty, but is called out and performs emergency work for six (6) or more consecutive hours prior to the time scheduled for the

commencement of his/her next tour of duty, his/her superior, if convinced that such employee has had insufficient sleep and is unfit for work, shall have the discretion to excuse him/her with pay for part or all of said next regularly scheduled tour of duty, irrespective of whether or not the employee may have had eight (8) consecutive hours off duty before being called out for such emergency work.

If an employee is definitely entitled under the foregoing provisions to be excused with pay from part or all of his/her next regularly scheduled tour of duty following the performance of emergency work, but is not so excused, he/she shall be allowed time off with pay from a subsequent tour of duty for the length of time for which he/she should have been excused, but the day on which he/she is to be allowed such time off shall be determined by advance agreement with his/her superior.

ARTICLE 4 A. LUNCH PERIOD

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

ARTICLE 5. HOLIDAYS.

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

b. An employee excused from work on one of the stated holidays referred to in (a) above, shall be paid for that holiday only if he/she reported for work on the scheduled work day before and the scheduled work day after the holiday, unless he/she is prevented by bona fide illness or for good reason is excused from so reporting.

With respect to holiday pay where an employee is scheduled to work on any of the stated holidays and the first day of his/her absence, because of claimed illness, falls on the holiday, he/she shall, upon submitting proof satisfactory to the Department Head, be granted holiday pay for the first day of absence, and shall not be paid sick leave.

c. When an employee is required to work on one of the holidays allowed with pay, or when such holiday falls on the employee's regular day off, or during his/her vacation period, the employee will be paid eight (8) hours additional pay for the holiday, unless he/she gives prompt notice under the circumstances, that he/she wishes to exercise an option to be allowed another day off in lieu of the holiday.

d. 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 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.

e. None of the foregoing provisions in this Article shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (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.

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

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

ARTICLE 6. INSTRUCTIONS.

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

ARTICLE 7. ALLOWANCE FOR TIME WHEN EMPLOYEE ATTENDS HEARINGS OR INVESTIGATIONS.

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

b. Employees required by the Operating Authority to report to Court, or the Claims or Law Department, or to attend as a witness at trial hearings or investigations, on his/her regular day off, will be paid at the rate of time and one-half for eight (8) hours. Employees required to attend on their time off, but not on their regular day off, will be allowed offset time equal to the number of hours actually spent at such hearings or investigations, except if it is a hearing or departmental investigation in regard to the employee's own malfeasance or neglect of duty.

ARTICLE 8. PAYMENT WHERE CHARGES ARE PREFERRED AGAINST EMPLOYEE.

If charges which are preferred against an employee are not sustained, the employee will be paid at his/her regular rate of pay for the time lost by reason of such charges. If the charges are sustained, the employee will not be paid for any time lost as a result of such charges.

ARTICLE 9. LEAVES OF ABSENCE FOR DEATH IN FAMILY.

At the time of death in an employee's immediate family, he/she shall, upon submitting satisfactory evidence to the Department Head, be granted a leave of absence, with pay, at his/her regular rate of pay, on each such day, not to exceed three (3) work days. Such leave shall not be charged to any other allowances, such as vacation, sick leave, or holiday. "Immediate Family" shall mean, for this purpose, a "spouse; natural, foster or step parent; child, brother, sister; mother-in-law or father-in-law; and any person residing in the household". "Any person residing in the household" is to be interpreted as meaning a person related by family ties, with permanent residence in the household.

ARTICLE 10. JURY DUTY.

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

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

When an employee is required to be on jury duty, his/her scheduled days off shall be changed to Saturday and Sunday during the period of time when he/she is on jury duty. In all other respects, the controls and administration of jury duty shall continue.

ARTICLE 11. UNIFORMS.

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

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

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

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

The Operating Authority shall supply without cost, shop coats to Line Supervisors and Deputy Supervisors required to wear shop coats during the period of the contract. It shall be the responsibility of each employee to whom such shop coats are issued to maintain the shop coats at his/her own expense.

ARTICLE 12. VACATIONS.

- 1. The vacation year will be the calendar year.

Vacations may be spread over the entire twelve (12) months of the vacation year, whenever the Operating Authority deems it advisable in the interest of efficiency or economy. The amount of vacation allotment in weeks or days will be computed on the basis of time and duration of active employment prior to the beginning of the vacation year, which shall be January 1. For the purpose of this Article, periods of leave of absence without pay for one (1) month or more, except where such leave of absence shall be for ordered military duty, shall not be deemed active employment.

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

- a. If, at the beginning of his/her vacation year he/she shall have been actively in the employ of the Operating Authority for one (1) year, but not more than three (3) years, nor for more than one (1) year in an annually rated title subject to this Agreement, he/she shall be granted a vacation of two (2) weeks in each such vacation year.

b. If at the beginning of his/her vacation year he/she shall have been actively in the employ of the Operating Authority for one (1) year but not for more than three (3) years, but shall have been actively employed for more than one (1) year in an annually rated title subject to this Agreement, he/she shall be granted a vacation of three (3) weeks in each such vacation year.

c. If at the beginning of his/her vacation year he/she shall have been actively in the employ of the Operating Authority for more than three (3) years, he/she shall be granted a vacation of four (4) weeks in such vacation year.

d. If at the beginning of the vacation year he/she shall have been actively in the employ of the Operating Authority for more than fifteen (15) years, or shall have been actively employed for more than ten (10) years in an annually rated title subject to this agreement, he/she shall be granted a vacation of five (5) weeks in each vacation year.

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

a. An employee otherwise entitled to a vacation of two (2) weeks shall be granted a vacation with pay of one (1) day for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than two (2) weeks.

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

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

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

4. Terminal vacation with pay shall be allowed an employee in an annually rated title subject to this Agreement and in the representation unit represented by the Union, in addition to any vacation due him/her under Paragraphs (2) and (3) above; (A) 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, (B) where the employee, who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service, make a request therefor. Such terminal vacation shall be computed as follows:

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 three (3) weeks shall be granted terminal vacation of one and one-half (1 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding three (3) weeks.

c. 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.

d. 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.

5. In computing continuous service, service in the employ of the Operating Authority, Fifth Avenue, Surface, their predecessors or the Trustee or Trustees of Surface, shall be included, provided there is no break in such service.

6. The annual vacation allowance will not be accruable and will not be carried over from one year to another, except on the approval of the Operating Authority.

7. No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation. No terminal vacation shall be granted for sick leave with pay or vacation used immediately prior to any terminal vacation granted under this Article.

8. All vacation, including terminal vacation, shall be paid on the basis of eight (8) hours per day. No holiday pay shall be granted for any of the stated holidays provided for in this Article, which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/she is separated from the service during such year. The allowance of such terminal vacation shall be

conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Operating Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him/her shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

9. 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 current vacation as may be due him/her. 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 the succeeding calendar year, provided he/she has not been absent more than one (1) year. However, such election under this Article shall apply only to the complete vacation due the employee at the time of his/her request, and no grant shall be made of only a portion of a vacation allowance.

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

11. 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 for the purpose of determining how much vacation he/she is entitled to take in the following vacation year, should he/she return to the active service of the 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.

12. An employee who, during the vacation year, is in service part of the time in a position to which this Agreement is not applicable and part of the time in a position to which it is applicable, shall accrue annual leave in accordance with the terms of this Agreement for each month during the major part of which he/she served in a position to which this Agreement is applicable, and shall accrue an annual leave allowance for each month during the major part of which he/she served in a position to which this Agreement is not applicable, in accordance with the rules and regulations applicable to such other position.

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

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

Consistent with the needs of the service, employees will be permitted the selection and use of the annual vacation allowance in single week periods, in accordance with seniority and to the extent that the selection of such single week vacation periods does not exceed the coverage provided by the established quota of vacation relief employees.

ARTICLE 13. SICK LEAVE.

1. All employees shall be qualified to receive payments under these regulations for physical disability to work by reason of sickness. Such payments are hereinafter referred to as "Sick Disability Benefits". Such payments shall terminate when disability ceases, and shall in no case extend beyond the periods hereinafter mentioned. For the purpose of these regulations, sickness shall include injury, other than accidental injury arising out of or in the course of employment by the Operating Authority, and shall exclude any sickness, disability or injury brought about by the use of intoxicating liquors or narcotic drugs, or resulting from social disease or preventable disabilities; or absences connected with correction of non-disabling conditions.

2. Subject to the conditions hereinafter set forth, the sickness disability benefits in sickness disability cases originating hereafter shall be as follows:

- a. less than 6 months full pay for 1 week
- b. from 6 months to less than 12 months full pay for 2 weeks
- c. from 1 year to less than 2 years full pay for 2 weeks
half pay for 2 weeks
- d. from 2 years to less than 3 years full pay for 2 weeks
half pay for 4 weeks
- e. from 3 years to less than 4 years full pay for 3 weeks
half pay for 5 weeks
- f. from 4 years to less than 5 years full pay for 4 weeks
half pay for 6 weeks
- g. from 5 years to less than 6 years full pay for 5 weeks
half pay for 7 weeks

- h. from 6 years to less than 7 years full pay for 6 weeks
half pay for 8 weeks
- i. from 7 years to less than 8 years full pay for 8 weeks
half pay for 9 weeks
- j. from 8 years to less than 9 years full pay for 10 weeks
half pay for 10 weeks
- k. from 9 years to less than 10 years full pay for 12 weeks
half pay for 12 weeks
- l. from 10 years or more full pay for 13 weeks half pay for
13 weeks

"Full Pay" and "Half Pay" will be calculated upon the regular rate of pay, excluding overtime, and the period of sickness disability benefits shall be based on the length of service at the time the disability began. For this purpose, term of employment will be considered as exclusive of periods of voluntary or involuntary leave of absence or furlough.

In determining the period of sickness disability benefits, all allowances made during the twelve (12) months' period immediately preceding the current absence for illness shall be deducted.

3. The wages of all employees absent from duty because of physical disability, and who are covered by New York State Disability Benefits, shall be paid according to the statute or according to the foregoing schedule, whichever shall be greater, but the statutory benefits shall be considered as part payment thereof; that is to say, the difference between the statutory benefits payments and the employee's wage will be paid by the Operating Authority for the period during which wage payments are allowed hereunder on account of absence from duty because of physical disability.

4. Every employee who shall be absent from duty on account of sickness or injury must at once notify his/her immediate superior, and the employee shall not be entitled to benefits for time previous to such notice, unless delay be shown to have been unavoidable and satisfactory evidence of disability is furnished.

5. Disabled employees wishing to leave home shall obtain from the Operating Authority written approval of absence for a specified time, and furnish satisfactory proof of disability while absent; otherwise, no benefits shall be paid for such period of absence. The Operating Authority shall have the right to send a representative to the employee's home or to otherwise verify the employee's absence because of illness or injury.

6. Upon request of the Operating Authority, employees applying for sickness disability benefits shall furnish a certificate from their attending physician stating the nature of and the date of the

beginning of the illness, or date of injury, the date first attended by the physician, and the estimated or actual duration of illness or injury. Upon request by the Operating Authority, an employee claiming sickness disability benefits shall submit to an examination by a physician designated by the Operating Authority. The Operating Authority also shall have the right to have a doctor or nurse visit the home of an employee absent on account of illness or injury.

7. Employees willfully making misrepresentation to obtain sickness disability benefits shall be subject to disciplinary action and shall not be entitled to any benefits.

8. Sickness disability benefits shall not exceed the allowance shown in Paragraph (2) of this Article for any 52-week period, but if an employee has a chronic or recurring illness he/she shall be entitled to an allowance for only one 52-week period and shall not be entitled to any allowance for disability from such illness occurring within five (5) years from date of last allowance hereunder for such illness.

9. Payments under this Article shall be made under the same conditions as are now in effect with respect to return to the Operating Authority of any payments under the Disability Benefits Insurance for periods covered by this Article.

ARTICLE 14 INJURY ON DUTY.

The following provisions shall apply with respect to accidental injuries sustained in the course of an employee's employment on or after July 1, 1970:

An employee, incapacitated for any kind of available work as a result of an accidental injury sustained in the course of his/her employment, will be allowed, for such period or periods during such incapacity as the Operating Authority may in each case determine, the full amount which he/she would have earned during such period or periods had he/she been working according to the regular schedule and at the regular rate of pay for work within his/her title which he/she had and was receiving prior to the period of incapacity, less the amount of any Worker's Compensation payable to him/her under the provisions of the Worker's Compensation Law. If the absence for which he/she is to be allowed pay, as herein provided, occurs two (2) years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy-five (75%) percent of his/her earnings, as set forth herein.

In order to qualify for such payment, the employee must be absent from employment because of such accidental injuries sustained in the course of his/her employment eight (8) consecutive days, and the payment provided for herein will commence only on and after the eighth day of such absence.

In no case will an employee be granted the allowance above mentioned or be paid more than he/she is entitled to receive under the Worker's Compensation Law unless he/she voluntarily, and without any

additional allowance therefor, submits from time to time, as he/she may be requested, to physical examinations by the Operating Authority's medical director or his/her authorized assistant. Should he/she at any time after the Operating Authority's determination to grant any allowance under the provisions of this Article, refuse to submit to examination by said medical director or his/her assistant, or if, under examination he/she is adjudged by such medical director or his/her assistant to be able to perform either his/her own work or lighter work which is offered to him/her and he/she should fail or refuse to perform the same, such refusals shall automatically effect a revocation of any and all allowances theretofore granted to him/her under this Article, and to the extent that the amount of any such allowance shall have already been paid to him/her it shall be treated as an advance payment of, and shall be deducted from, whatever monies may thereafter become due and payable to such employee.

The amount of any Worker's Compensation payable for the period or any part of the period during which he/she so works will be deducted from his/her pay for the work.

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

No differential pay shall be granted:

1. Unless the employee sustained an accidental injury while engaged in the performance of his/her assigned duty for the Operating Authority and such accidental injury was the direct cause of the employee's incapacity for work.
2. If the accident was due to violation by the employee of any rule of the Operating Authority or any precautionary procedures directed by the safety director of the Operating Authority, or other Safety Rules.
3. If the employee was engaged in horse play or was at all under the influence of liquor at the time of the accident.
4. If the employee failed to report to the medical director of the Operating Authority for examination or re-examination, when told to do so.
5. If the employee failed to report for light duty or for the performance of his/her regular work when directed to do so.
6. If the period for which the allowance is requested was a period during which the employee, in the opinion of the Operating Authority's medical director, would not have been incapacitated for work had it not been for some physical or mental condition existing prior to the accident.

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

When the question arises as to the granting of differential pay under this Article to an employee who has been absent from work on account of injury in the course of his/her employment, the Chief of the Compensation Bureau of the Operating Authority shall certify on all applications submitted by employees that the following conditions have been met:

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

2. That the accident was not due to the violation of any direction of the Operating Authority as to precautions taken by the employee to avoid accidents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If an employee has unused sick leave as provided in Article 13, he/she may charge the waiting period provided herein to such sick leave.

ARTICLE 15. ALLOWANCE FOR TIME CONSUMED FOR PHYSICAL EXAMINATION.

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

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

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

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

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

f. An employee who has been injured in the course of his/her employment and who is required to report for treatment by the Operating Authority's Medical Staff or to attend hearings at the Worker's Compensation Board because of injuries to himself, but not as a witness, during his/her time off between two (2) tours of duty, will be allowed three (3) hours' offset time for so reporting. If such an employee is required, while on duty, to attend a hearing at the Workmen's Compensation Board because of injuries to himself, but not as a witness, no deduction shall be made from his/her pay for time necessarily consumed for such hearing, provided, however, that such employee obtains an attendance slip from the Operating Authority's Chief of the Compensation Bureau or his/her designee, which sets forth the time of arrival and time of departure from such hearing.

ARTICLE 16. \$50,000 DEATH PAYMENT-SELF INSURED.

The Operating Authority will provide a \$50,000 payment to cover the death of an employee occurring as a result of assault or robbery in the line of duty.

ARTICLE 17.

The Operating Authority will grant cash payments to the surviving spouse or the legal representative of deceased employees, equal to the monetary value of accumulated and unused overtime, if any, standing to the credit of the employee at the time of his/her death for overtime worked and credited after March 22, 1962, computed at the rate of his/her salary in effect when the overtime was worked.

ARTICLE 18. LOST PROPERTY.

Lost property found by an employee in line of duty will be returned to the employee under the existing rules with respect to return of lost property to employees.

ARTICLE 19. FILLING OF VACANCIES.

It is the Operating Authority's policy to have a "permanent" list for titles covered by this Agreement. Where a "permanent" list is not available, it is the Operating Authority's policy to create a "provisional" list. Where a "permanent" or "provisional" list is available, budgeted permanent vacancies shall normally be filled within 30 days. Where such permanent vacancy occurs and neither a "permanent" nor "provisional" list is available, the Operating Authority will fill such budgeted permanent vacancies from a "permanent" or provisional" list within 120 days. In the event the Operating Authority has not filled such budgeted permanent vacancy within 120 days, the employee filling such vacancy in an out of title capacity shall be paid the minimum rate of the higher paid title in which he/she is performing from the 121st day and after.

A "permanent" list is one established by competitive examination, appointments from which are subject to a one year probationary period.

A "provisional" list is one established pursuant to Operating Authority policy where no "permanent" list is available. Appointments from a "provisional" list may be terminated at any time and must be terminated within three months after the establishment of a "permanent" list.

ARTICLE 20 EXPRESSION OF PREFERENCE FOR ASSIGNMENT

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

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

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

Except as otherwise permitted by the contract, tour of duty and regular days off, when picked will not be changed. At all times, actual dispatcher assignments to be performed and the location by depot within the division shall be decided at the sole discretion of management. Such discretion may be exercised by the Assistant General Manager by providing the Union with notice which states the reason for such reassignment. Without delaying the reassignment, the Union shall have the right to discuss the reassignment with the Vice President with responsibility for the employee's function, the Senior Vice President, Operations or the Vice President, Labor Relations. The reassignment shall not be subject to the grievance procedure contained in this Agreement except that such procedure may be utilized where the Union demonstrates a clear pattern of abuse in the reassignment of employees.

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

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

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

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

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

5. Within depots, employees shall have the right to pick vacation schedules on the basis of seniority, consistent with the needs of the service.

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

ARTICLE 21 EXPRESSION OF PREFERENCE STATUS, SECURITY FOR PROMOTIONS TO MANAGERIAL TITLES

Effective June 1, 1986, the Authority will make a good faith effort to provide notice to the Union of a promotion of a represented employee to a position outside the bargaining unit or the return of an employee from a managerial title to the bargaining unit within fifteen days of promotion or return to the bargaining unit. The Union agrees that a promotee, if returned to his/her former Union title within six months after the effective date of the promotion will be returned with the preference status he/she held prior to such promotion at the next annual general pick. Pending the next annual general pick, such employee will be assigned in accordance with the current practice.

ARTICLE 22 SCHEDULED OPERATIONS TRICKS

The Authority, at its option, may assign all the scheduled operations tricks in the depots in their entirety to Deputy Supervisors as long as this change is made in conjunction with a general pick.

ARTICLE 23 RESUME JOB PROCEDURE

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

- a. It is the sole prerogative of management to set qualifications and requirements for any resume job.
- b. The notice providing application instructions will specify all qualifications and requirements, e.g. minimum length of service, attendance record, etc.
- c. Copies of all notices will be mailed to the Union.
- d. The Authority will determine which applicants are qualified by review of records or interview.

e. The Authority will prepare a list of qualified applicants in seniority order and provide a copy of this list to the Union at least 10 working days prior to assigning personnel to vacancies, during which time the Union shall be afforded an opportunity to review and discuss the matter with management.

f. Assignment to such position will be with the understanding that all employees are subject to a six month probationary period and will be expected to continue to fill, at the Authority's discretion, such position for a minimum of 2 years.

g. Acknowledgment letters will be sent to applicants.

ARTICLE 24. INJURY BY ASSAULT.

The Operating Authority will compensate any covered employee for all his/her regularly scheduled working time, lost during the first five working days following an unprovoked injury sustained by reason of any assault perpetrated upon him/her while engaged in the performance of his/her duties or in any attempt to rob him/her of Operating Authority monies but otherwise subject to the rules and regulations in Article 14 (Injury on duty).

Any such injured employee shall submit to an examination by the Operating Authority's Medical Staff if the Operating Authority demands such an examination.

ARTICLE 25. SENIORITY UPON DEMOTION

Any employee who has accepted permanent promotion as a result of a competitive examination and within one year thereafter is demoted, or is voluntarily restored, to his/her former title which is represented by the union, shall have the same preference status in the title which he/she held at the time of promotion and the same rate of pay which he/she would be receiving had his/her services in that title been uninterrupted by such promotion.

Any employee who has accepted a provisional promotion and is demoted, or is voluntarily restored, to his/her former title which is represented by the union, shall have the same preference status in the title which he/she held at the time of promotion and the same rate of pay which he/she would be receiving had his/her services in that title been uninterrupted by such promotion.

ARTICLE 26. 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.

EXHIBIT B

RULES AND REGULATIONS COVERING THE HEALTH AND
HOSPITALIZATION PLAN ESTABLISHED BY AGREEMENT
BETWEEN THE OPERATING AUTHORITY AND THE UNION

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

2. During the term of this agreement, the Operating Authority shall provide one reopening period during which eligible employees and retirees may elect to change their coverage provided by Article IX of this Agreement. Such period shall be mutually selected by the parties.

3. If an employee chooses coverage other than HIP/HMO, and later moves into a HIP/HMO group practice area, he/she may then request a transfer from his/her selected coverage to HIP/HMO, subject to the rules and regulations of the carrier. If an employee, eligible hereunder, moves out of a HIP/HMO group practice area, he/she may continue his/her HIP/HMO coverage under the limitation established by HIP/HMO for "EXTENDED-AREA" Subscriber Plan, or he/she may then select one of the other alternative coverages, subject to the rules and regulations of the carrier.

4. The Operating Authority will not pay premiums for coverage for an eligible employee who is absent without salary for an entire calendar month, except in the event of a service-connected injury or illness for which he/she is receiving Workmen's Compensation, which exception shall be limited to a maximum of the number of weeks he/she would be entitled to sick pay in accordance with his/her years of service.

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

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

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

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

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

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

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

11. These Rules and Regulations may be amended, revised or terminated by the Operating Authority at any time.



New York City
Transit
Authority

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

- Members of the Board
- Robert R. Kiley
Chairman
- Lawrence R. Bailey
Daniel T. Scannell
Vice Chairman
- Laura Blackburne
Stanley Brezenoff
Thomas Egan
- Herbert J. Libert
John F. McAlevey
Ronay Menschel
Constantine Sidamon-Eristoff
Robert F. Wagner, Jr.
Robert T. Waldbauer
Alfred E. Werner

David L. Gunn
President

December 17, 1986

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

Dear Mr. Collins:

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

1. A. The parties agree that during the term of the contract which commences on June 1, 1985, the combined total number of employees represented by the Transit Supervisors Organization and Queens Supervisory Association in their operating supervisory units shall not fall below 400 so long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 6,000 employees; shall not fall below 350 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 5,250 employees; shall not fall below 300 so long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 4,500 employees; shall not fall below 250 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 3,750 employees; and shall not fall below 200 as long as the combined hourly workforce of the Surface Transit's Queens Division and MaBSTOA remains above 3,000 employees.

B. The Union hereby agrees to withdraw with prejudice as to all defendants and respondents any and all administrative complaints and court actions or proceedings in which the Union or any of its officers is a complainant or plaintiff or petitioner or charging party and in which the MTA, NYCTA, MaBSTOA, or any of the members or officers thereof are respondents or defendants, and to provide to any such respondents or defendants general releases and any other documents necessary to terminate with prejudice any claims the Union or its officers have against the MTA, NYCTA, MaBSTOA, and

the members and officers thereof, and further agrees that neither it nor any of the officers shall bring any action, proceeding, charge or other challenge to the establishment or filling of Superintendent positions (including deputy superintendent) or equivalent titles in NYCTA and MaBSTOA.

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

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


3. The parties agree that further consideration is to be given to the establishment of a TSO Supplemental Trust.

4. Effective June 1, 1986, for those Transit Supervisors Organization represented employees who chose GHI CBP, their drug plan will have a \$50.00 family calendar year deductible. Once the deductible is satisfied, GHI will reimburse the employee 80% of the reasonably and customary costs of covered prescription drugs.

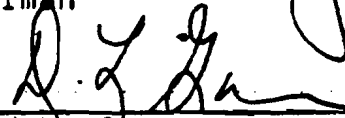
5. Effective June 1, 1986, basic health benefit coverage will continue for 12 months after the death of an active employee or retiree (who retires after June 1, 1985) for spouse and dependents. Payment for these benefits will be provided from funds provided in Article X, paragraph 5a of the agreement.

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

Sincerely,

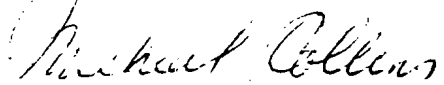


Robert Kiley
Chairman



David L. Gunn
President

AGREED:



Michael Collins, President
Transit Supervisors Organization

2/25/87



**New York City
Transit
Authority**

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

Members of the Board

Robert R. Kiley
Chairman
Lawrence R. Bailey
Daniel T. Scannell
Vice Chairman
Laura Blackburne
Stanley Brezenoff
Thomas Egan
Herbert J. Libert
John F. McAlevy
Ronay Menschel
Constantine Sidamon-Eristoff
Robert F. Wagner, Jr.
Robert T. Waldbauer
Alfred E. Werner

David L. Gunn
President

December 17, 1986

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

Dear Mr. Collins:

At the conclusion of recent negotiations, the Authority agreed to continue certain previous agreements not contained in the body of the labor agreement. Those agreements are as follows:

1. In addition to jobs currently not subject to the pick system, the following three jobs will continue not to be subject to the pick system:

Teletype Job (3 Jobs)

2. The parties agree that the Surface Line Dispatcher schedule of tricks (picks) will be revised to indicate that any Dispatcher picking the A.M. or P.M. Crew or General Dispatcher Tricks shall be frozen, at management's discretion, for a period of two (2) years.

3. Super-#8 Line Supervisor positions may be created in accordance with Budget Department recommendations in two categories: picked jobs and resume jobs. If there are insufficient #8 Line Supervisors to cover open positions in either category of work, any #8 Line Supervisor may be assigned to cover the other category of work. Normally, however, #8 Line Supervisors who are selected by resume will cover resume jobs, and #8 Line Supervisors who pick their work will cover picked jobs.

4. The Authority agrees to continue its participation in the joint labor-management committees on working conditions, facilities and pick procedures.

5. The Authority agrees to grant requests for time off with pay, charged to accumulated overtime offset, upon at least one (1) days notice, on a limited basis and in accordance with the needs of the service.

6. Every effort will be made to keep supervisors and their union representatives informed of substantial changes in procedures directly affecting their work.

7. The Authority agrees to concentrate "sick investigations" on employees with chronic or suspected abuse of sick leave. The Union agrees to cooperate to eliminate sick leave abuse.

8. The Authority agrees to supply full length clothing lockers to supervisory employees in the title of Line Supervisor and Dispatchers as needed.

9. The Authority agrees, except when emergency prevents, that for those Surface Line Dispatchers on the extra list, the "two (2) consecutive days rest during each calendar week" provided in Article 1, Paragraph (b) of the Schedule of Working Conditions shall provide at least fifty-six (56) consecutive hours.

10. The Authority agrees to forward to the Transit Supervisors Organization a copy of any notice of charges to be filed against any employee entitled to be represented by the Organization. Such notice will be sent to the Union's mailing address. The Authority further agrees to permit the examination, by a designated representative of the Organization of those records in an employee's personnel folder relevant to the charges filed against him, or the penalty that might result therefrom, if the employee involved consents to such examination.

11. The depot "as assigned" Line Supervisor may not be shifted between depots when there is an open trick available in his own depot.

12. I.D. badges will be provided for Line Supervisors with the provision that lost badges will be replaced at the employee's expense.

13. When determining a penalty for a disciplinary violation for which an employee has been found guilty, the hearing officer shall review the employee's record for the previous three years except that an employee's entire record will be considered when such violation is for a serious offense.

14. MaBSTOA shall follow Transit Authority policy as to break-in time for dispatchers picking a new trick.

15. MaBSTOA shall provide parking facilities for unit members where feasible at no cost to the Authority.

16. No charge shall be made against pension credit for Union officers for time spent on Union business under the same conditions and requirements as exist regarding officers of the Transport Workers Union.

17. MaBSTOA shall seek to expedite payment of differential for injury on duty.

18. MaBSTOA policy as to stolen property allowances shall be the same as exists in the Transit Authority.

19. Maintenance Line Supervisors shall be allowed overtime if they are assigned in the depots more than 15 additional men, or in the shops more than 30 additional men, pending resolution of this matter by the Productivity Joint Special Committee. This issue is to be submitted to the Committee within 30 days after the execution of this agreement.

20. The Authority shall supply without cost, three shop coats to newly appointed Line Supervisors required to wear shop coats. Furthermore, the Authority will replace one coat a year for those Line Supervisors and Deputy Supervisors required to wear shop coats. It shall be the responsibility of each Line Supervisor and Deputy Supervisor, to whom such shop coats are issued, to maintain the shop coats at his/her own expense.

21. Outside dispatchers shall be allowed to wear a medium weight rain slicker type jacket to be purchased at the dispatcher's expense, provided the type of slicker has been approved by the Authority.

22. Unless mutually agreed to, the maintenance depot pick each year shall be effective in January.

23. The Maintenance Chairman, Transportation Chairman and one other employee shall be released eight hours per day for labor-management activities. Such employees may work overtime consistent with Article II of the working conditions.

24. An active MaBSTOA supervisory employee who is in the Tier II or Tier III retirement plans, shall continue to have the same death benefit as a Transit Authority operating supervisory employee who is in the "Modified Transit Plan" Tier II or Tier III pension plans

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


25. When provisional appointments are to be made, seniority will be defined as seniority in title.

26. Dispatcher work assignments for the following day will be posted by 2:00 P.M.


27. The Authority will permit one Dispatcher per day per depot to take time off chargeable to compensatory time (OTO or holiday).

28. The John D. Simpson memorandum of December 28, 1982 regarding "Provisional Appointments of Represented Employees to a Higher Position" shall be followed as applicable to the Transit Supervisors Organization.

Sincerely,



Robert R. Kiley
Chairman



David L. Gunn
President

Agreed:



Michael Collins, President
Transit Supervisors Organization

2/25/87

Schedule A

	<u>EFFECTIVE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>ENTRANCE</u>	<u>AFTER 6 MOS.</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>
Dispatcher	6/1/85	\$28,379	\$33,605	\$28,379	\$28,894	\$31,250	\$33,605
	6/1/86	29,798	35,285	29,798	30,339	32,812	35,285
	6/1/87	31,586	37,402	31,586	32,159	34,781	37,402
	11:59:59PM, 5/31/88	31,870	37,738	31,870	32,448	35,093	37,738
May 31, 1985 Wage Base for Night/Weekend Differential Calculations.				27,028	27,518	29,762	32,005
<hr/>							
Line Supervisor (TPPA)	6/1/85	\$26,247	\$29,543	\$26,247	\$26,762	\$28,140	\$29,543
	6/1/86	27,559	31,020	27,559	28,100	29,547	31,020
	6/1/87	29,213	32,881	29,213	29,786	31,320	32,881
	11:59:59PM, 5/31/88	29,475	33,176	29,475	30,054	31,601	33,176
May 31, 1985 Wage Base for Night/Weekend Differential Calculations.				24,997	25,488	26,800	28,136
<hr/>							
Line Supervisor (All Other)	6/1/85	\$31,376	\$34,895	\$31,376	\$31,892	\$33,386	\$34,895
	6/1/86	32,945	36,640	32,945	33,487	35,055	36,640
	6/1/87	34,922	38,838	34,922	35,496	37,158	38,838
	11:59:59PM, 5/31/88	35,236	39,187	35,236	35,815	37,492	39,187
May 31, 1985 Wage Base for Night/Weekend Differential Calculations.				29,882	30,373	31,796	33,233
<hr/>							
Deputy Sup.	6/1/85	\$35,660	\$37,461	\$35,660	\$36,175	\$37,461	-----
	6/1/86	37,443	39,334	37,443	37,984	39,334	-----
	6/1/87	39,690	41,694	39,690	40,263	41,694	-----
	11:59:59PM, 5/31/88	40,047	42,069	40,047	40,625	42,069	-----
May 31, 1985 Wage Base for Night/Weekend Differential Calculations.				33,962	34,452	35,677	

M
**New York City
Transit
Authority**

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

Members of the Board
Robert R. Kiley
Chairman
Lawrence R. Bailey
Daniel T. Scannell
Vice Chairman
Laura Blackburne
Stanley Brzenoff
Thomas Egan
Herbert J. Libert
John F. McAlevey
Ronay Menschel
Constantine Sidamon-Einstoff
Robert F. Wagner, Jr.
Robert T. Waldbauer
Alfred E. Werner

David L. Gunn
President

December 17, 1986

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

Dear Mr. Collins:

During contract negotiations it was mutually agreed between the parties that the following item would not be included in the contract but would be set forth in a letter of understanding. The item is as follows:


As soon as practical, the Union agrees to stipulate to PERB that Liaison Jobs are confidential positions as defined by Civil Service Law. Employees assigned or in the future assigned to Liaison Jobs, can return to the bargaining unit with full seniority rights.

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

Sincerely,

Manhattan and Bronx Surface
Transit Operating Authority


Robert Kiley, Chairman


David L. Gunn, President

Transit Supervisors Organization


Michael Collins, President

01511

2/25/87

167

AGREEMENT made as of the 1st day of June 1985 by and between the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Operating Authority"), and the TRANSIT SUPERVISORS ORGANIZATION Coin Retriever Technician unit (hereinafter referred to as the "Union").

WHEREAS, the Operating Authority, by letter dated May 18, 1982, has recognized the Union as the exclusive bargaining representative for employees in the title of Coin Retriever Technician; and

WHEREAS, the Operating Authority has made certain proposals with respect to the questions of salary scales and working conditions as affecting Coin Retriever Technicians, which proposals have been submitted to and approved by the membership of the Union, and the parties desire to incorporate these proposals into a written agreement:

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

ARTICLE I. EMPLOYEES COVERED BY AGREEMENT.

This Agreement shall apply to all Operating Authority employees in the title of Coin Retriever Technician.

ARTICLE II. RECOGNITION.

1. The Operating Authority recognizes the Union as the exclusive organization to represent employees in the title of Coin Retriever Technician.

2. The Operating Authority will deduct from the pay of each employee to whom this Agreement applies, the regular bi-weekly dues for such two weeks, payable by such employees to the Union, as from time to time 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.

3. 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.

ARTICLE III. OPERATING AUTHORITY 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 operate the omnibus routes safely, efficiently, and economically.

The Union fully accepts the Operating Authority's basic right to manage the omnibus properties and exercise the management prerogatives stated in this Article, 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 omnibus system on a safe, efficient, economical operating basis. The Operating Authority recognizes that in the exercise of its rights and prerogatives to manage the omnibus properties, as set forth in this Article, it will preserve the rights of the employees and/or their representatives through the legal and orderly processes provided for in Article VI hereof.

ARTICLE IV. NO STRIKE CLAUSE.

During the term of this Agreement there shall be no strike, sit-down, slow-down, 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.

ARTICLE V. DISCIPLINARY PROCEDURE.

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

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

In the event an employee or the Union disputes any disciplinary action taken under this Article, then the provisions of the Grievance Procedure provided in Article VI of this Agreement shall be followed.

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

ARTICLE VI. GRIEVANCE PROCEDURE.

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

The Impartial Arbitrator shall have the authority to decide all grievances and complaints but he 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 Union representative to the employee's Location Chief 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 Location Chief, the case must be referred, at the request of the employee's Union representative within an additional three (3) days, to the employee's Department Head or his designated representative. The employee's Department Head or his designee shall render his 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 decision, submit the dispute in writing to the Assistant Vice President, Labor Disputes Resolution or his designee or designees. The Operating Authority's Assistant Vice President, Labor Disputes Resolution or his designee or designees 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 Disputes Resolution or his designee or designees shall deliver to the Union in writing his 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 Disputes Resolution or his designee or designees, made as provided in Paragraph 2 above, at the written request of the party hereto desiring arbitration as herein provided, the matter shall be submitted for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to Paragraphs 2 or 4 of this article, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Assistant Vice President, Labor Disputes Resolution or his designee or designees. If the requested arbitration arises out of any other dispute between the parties arising out of the collective bargaining agreement, as provided for in paragraph 5 below, the request for such arbitration shall be made within five (5) days after such dispute arises. The request for arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

4. Any serious contractual violation question shall be appealed in writing directly to the Assistant 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 Assistant Vice President, Labor Disputes Resolution or his designee shall set a hearing within 7 calendar days after receipt of the appeal and render his 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 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 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 Disputes Resolution and the President of the Union or their designees.

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

A. Effective June 1, 1985, the Operating Authority will grant to employees in the titles subject to this agreement a salary adjustment of 5%; effective June 1, 1986, a salary adjustment of 6%; effective June 1, 1987, a salary adjustment of 6% as set forth in Schedule A annexed hereto. New salary rates as listed in Schedule A shall be established and the salaries of the incumbents in said positions shall be fixed at the respective rates, which are fully pensionable, indicated as applicable to the length of the service in the position.

B. Night Differential

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

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

3. Night differential shall be computed on base rate of pay and figured to the nearest penny.

Article VIII Agency Shop Fees.

The Operating Authority shall deduct biweekly an Agency Shop fee from the wages of each employee who has been an employee for more than thirty days and who is not a member of the Union, in the same manner and in the same amount as Union dues are deducted pursuant to the Union dues deduction authorization.

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

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 Article, insofar as it relates to an agency shop fee deduction, shall become 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 IX. HEALTH AND HOSPITALIZATION PLAN

The Operating Authority shall continue to provide the existing health and welfare benefits, as are given to active non-represented employees, to each employee for the duration of this agreement except as modified herein. The Operating Authority shall continue to deduct from the wages of each employee in a title covered by this Agreement \$1.00 per pay period to help fund the supplemental health and welfare benefits.

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.

ARTICLE X. RETIREMENT.

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

ARTICLE XI. WORKING CONDITIONS

Attached to and made a part hereof, as Exhibit A, is the Schedule of Working Conditions applicable to employees covered by this Agreement, effective for the period of this Agreement.

Article XII. RESTRICTIONS ON AFFILIATION

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

Article XIII. Entire Agreement

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 XIV. TERM OF AGREEMENT

Except as otherwise herein provided, this Agreement, and each of its provisions, provided they are not in violation of law as determined by a court of competent jurisdiction shall be effective upon the approval of the Financial Control Board if required by statute, except as otherwise provided, and shall continue in full force and effect until May 31, 1988.

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

ARTICLE XV. LEGISLATIVE ACTION

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 hereto have set their hands and seals as of the _____ day of _____, 19____.

MANHATTAN and BRONX SURFACE TRANSIT OPERATING AUTHORITY

By Robert R. Kiley
Robert R. Kiley
Chairman

By David L. Gunn
David L. Gunn
President

APPROVED AS TO FORM

Albert C. Cosenza
Albert C. Cosenza,
General Counsel, MABSTOA
RC

TRANSIT SUPERVISORS ORGANIZATION

By Michael Collins
Michael Collins, President

APPROVED AS TO FORM

Counsel, TSO

EXHIBIT A
 SCHEDULE OF WORKING CONDITIONS
 FOR
 COIN RETRIEVER TECHNICIANS
 COVERED BY AGREEMENT
 BETWEEN
 THE TRANSIT SUPERVISORS ORGANIZATION
 AND THE
 OPERATING AUTHORITY

This schedule applies to annually rated employees of the Operating Authority in the title of Coin Retriever Technician.

ARTICLE 1. HOURS OF WORK.

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

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

(c) If an employee's regular tour of duty is changed to another regular tour of duty on less than seven (7) calendar days' notice, he shall be paid on each day worked on the changed tour that may fall within seven (7) calendar days after notice was given, as follows: at the rate of time and one-half in cash for any hours worked outside his former regular hours, and straight time for any hours worked which fall within his former regular hours. This provision shall not apply, nor shall there be any penalty, in respect to tours of duty changed for the purpose of training employees.

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

ARTICLE 2. OVERTIME.

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

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

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

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

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

5. Either party may bring allegations of abuse of the above procedure before the Impartial Arbitrator by submitting a new plan to accomplish the objectives stated in this section. Pending approval of any such plan, the provisions of this Article shall remain in full force and effect.

ARTICLE 3. ALLOWANCE FOR WORK ON SCHEDULED DAY OFF.

(a) An employee who is required to work on a day which is regularly scheduled for him as a day off shall receive a minimum of eight (8) hours at time and one-half for the number of hours so worked.

(b) Employees required to perform emergency work under Article 4 of this Schedule (Emergency Work) on their day off, shall not be allowed another day off but will receive a minimum of eight (8) hours at time and one-half for the number of hours so worked.

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

ARTICLE 4(A) EMERGENCY WORK.

(a) "Emergency Work" shall be defined as follows:

"Emergency Work" shall include work outside of the employee's tour of duty, and not credited under presently existing working conditions, made necessary by extraordinary occurrences, or catastrophes, which, in the opinion of the Department Head would cause a serious interruption of service. Work made necessary by failure of another employee to report for duty, shall not be considered as emergency work.

(b) Employees required to perform emergency overtime under this Article, outside their normal tour of duty and not on their day off, shall receive time and one-half in cash for the number of hours so worked.

(c) If an employee is required to report back for emergency work after being released upon completion of his regular tour of duty, he will be paid as follows:

If he shall have been ordered to and does report in person to the place where he is directed to report, he will be allowed three (3) hours' time at his regular rate of pay for so reporting.

(d) If, as a result of emergency work, an employee is required to work six (6) hours or more between the completion of his regularly scheduled tour of duty and the commencement of his next regularly scheduled tour of duty, and at such time or times as to prevent him from having eight (8) consecutive hours off duty at any time between the two regularly scheduled tours of duty, he shall be excused with pay from such part of his next

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

ARTICLE 4(B) MEAL ALLOWANCE

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

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

(b) If an employee works a full tour of eight (8) hours in any day, and is also required to work an additional two (2) hours or more after he has completed a full tour, he will be given one (1) meal allowance.

If he is required to work for six (6) or more hours in addition to such full tour, he will be given one (1) additional meal allowance for each full four consecutive hours worked after the first two such hours.

(c) If an employee works a full tour of eight (8) hours in any day and is also required to work an additional two (2) hours or more immediately preceding his said regular tour, he will be given one (1) meal allowance. If he is required to work for six

(6) or more hours in addition to such full tour, he will be given one (1) additional meal allowance for each four (4) consecutive hours worked preceding the first two (2) such hours.

(d) Time spent at Hearings or Investigations, as provided in Article (6) of these Working Conditions, shall be considered as time worked for the computation of earned meal allowance, as set forth in paragraphs (a), (b) and (c) of this Article.

ARTICLE 5. HOLIDAYS.

(a) To the extent that it may be practicable, an employee will be released from work without loss of pay on the following holidays: New Year's Day, Dr. Martin Luther King's Birthday (Effective 1987), Lincoln's Birthday, Washington's Birthday, Good Friday - after 1 P.M., (to be eliminated as a holiday effective January 1, 1987), Memorial Day, Independence Day, Election Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, the employee's birthday, and a personal leave day.

(b) An employee excused from work on one of the stated holidays referred to in (a) above, shall be paid for that holiday only if he reported for work on the scheduled work day before and the scheduled work day after the holiday, unless he is prevented by bona fide illness or for good reason is excused from so reporting.

With respect to holiday pay where an employee is scheduled to work on any of the stated holidays and the first day of his absence, because of claimed illness, falls on the holiday, he shall, upon submitting proof satisfactory to the Department Head, be granted holiday pay for the first day of absence, and shall not be paid sick leave.

(c) When an employee is required to work on one of the holidays allowed with pay, or when such holiday falls on the employee's regular day off, or during his vacation period, the employee will be paid eight (8) hours additional pay for the holiday, unless he gives prompt notice under the circumstances, that he wishes to exercise an option to be allowed another day off in lieu of the holiday.

(d) An employee who is not released from duty by order of his superior on one of the stated holidays, and who, nevertheless, absents himself from work, shall forfeit his 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.

(e) None of the foregoing provisions in this Article shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (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.

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

(g) An employee shall have the option of requesting and obtaining eight (8) hours pay in cash at his regular straight time rate for any holidays he may have accumulated. Such request shall be made on a form prepared by the Operating Authority for this purpose. For pension purposes, the payment shall not be included in the final year's earnings, except for such days accrued in the final year.

(h) 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.

ARTICLE 6. ALLOWANCE FOR TIME WHEN EMPLOYEE ATTENDS HEARINGS OR INVESTIGATIONS.

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

(b) Employees required by the Operating Authority to report to Court, or the Claims or Law Department, or to attend as a witness at trial hearings or investigations, on his regular day off, will be paid at the rate of time and one-half for eight (8) hours. Employees required to attend on their time off, but not on their regular day off, will be allowed offset time equal to the number of hours actually spent at such hearings or investigations, except if it is a hearing or departmental investigation in regard to the employee's own malfeasance or neglect of duty.

(c) An employee properly ordered to report to Court or to the Claims or Law Department in the morning who is detained until 12 o'clock (noon), will be given three dollars and fifty-cents (\$3.50) in cash for his lunch.

ARTICLE 7. PAYMENT WHERE CHARGES ARE PREFERRED AGAINST EMPLOYEE.

If charges which are preferred against an employee are not sustained, the employee will be paid at his regular rate of pay for the time lost by reason of such charges. If the charges are sustained, the employee will not be paid for any time lost as a result of such charges.

ARTICLE 8. LEAVES OF ABSENCE FOR DEATH IN FAMILY.

At the time of death in an employee's immediate family, he shall, upon submitting satisfactory evidence to the Department Head, be granted a leave of absence, with pay, at his regular rate of pay, on each such day, not to exceed three (3) work days. Such leave shall not be charged to any other allowances, such as vacation, sick leave, or holiday. "Immediate Family" shall mean, for this purpose, a spouse; natural, foster or step parent; child, brother, sister; mother-in-law or father-in-law; and any person residing in the household. "Any person residing in the household" is to be interpreted as meaning a person related by family ties, with permanent residence in the household.

ARTICLE 9. JURY DUTY.

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

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

When an employee is required to be on jury duty, his scheduled days off shall be changed to Saturday and Sunday during the period of time when he is on jury duty. In all other respects, the controls and administration of jury duty shall continue.

ARTICLE 10. VACATIONS.

(a) The vacation year will be the calendar year.

Vacations may be spread over the entire twelve (12) months of the vacation year, whenever the Operating Authority deems it advisable in the interest of efficiency or economy. The amount of vacation allotment in weeks or days will be computed on the basis of time and duration of active employment prior to the beginning of the vacation year, which shall be January 1. For the purpose of this Article, periods of leave of absence without pay for one (1) month or more, except where such leave of absence shall be for ordered military duty, shall not be deemed active employment.

(b) Each employee in an annually rated title subject to this Agreement and in the representation unit represented by the Union shall receive the following vacation:

(1) If, at the beginning of his vacation year he shall have been actively in the employ of the Operating Authority for one (1) year, but not more than three (3) years, nor for more than one (1) year in an annually rated title subject to this Agreement, he shall be granted a vacation of two (2) weeks in each such vacation year.

(2) If at the beginning of his vacation year he shall have been actively in the employ of the Operating Authority for one (1) year but not for more than three (3) years, but shall have been actively employed for more than one (1) year in an annually rated title subject to this Agreement, he shall be granted a vacation of three (3) weeks in each such vacation year.

(3) If at the beginning of his vacation year he shall have been actively in the employ of the Operating Authority for more than three (3) years, he shall be granted a vacation of four (4) weeks in such vacation year.

(4) If at the beginning of the vacation year he shall have been actively in the employ of the Operating Authority for more than fifteen (15) years, or shall have been actively employed for more than ten (10) years in an annually rated title subject to this agreement, he shall be granted a vacation of five (5) weeks in each vacation year.

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

(1) An employee otherwise entitled to a vacation of two (2) weeks shall be granted a vacation with pay of one (1) day for each month or the major portion thereof he shall have worked during the preceding vacation year, but not more than two (2) weeks.

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

(3) An employee otherwise entitled to a vacation of four (4) weeks shall be granted a vacation with pay of two (2) days per month for each month or the major portion thereof he shall have worked during the preceding vacation year, but not more than four (4) weeks.

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

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

(1) An employee otherwise entitled to a vacation of two (2) weeks shall be granted terminal vacation of one (1) day for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding two (2) weeks.

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

(3) An employee otherwise entitled to a vacation of four (4) weeks shall be granted terminal vacation of two (2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding four (4) weeks.

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

(e) The annual vacation allowance will not be accruable and will not be carried over from one year to another, except on the approval of the Operating Authority.

(f) No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation. No terminal vacation shall be granted for sick leave with pay or vacation used immediately prior to any terminal vacation granted under this Article.

(g) All vacation, including terminal vacation, shall be paid on the basis of eight (8) hours per day. No holiday pay shall be granted for any of the stated holidays provided for in Article 5, 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 is separated from the service during such year. The allowance of such terminal vacation shall be conditioned, however, upon an agreement by the employee to whom it is granted that should he return to the service of the Operating Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him shall be deducted from any vacation he may be entitled to take in such following year after returning.

18

(h) An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave. He must be in active service immediately preceding the period for which he is granted a vacation. In the event, however, that an employee is taken sick and on that account stops work before he has had his vacation for the vacation year in which the illness commences, he may elect, subject to approval by the head of his department, to take such current vacation as may be due him. 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 department, elect to take the vacation due him in the succeeding calendar year, provided he has not been absent more than one (1) year. However, such election under this Article shall apply only to the complete vacation due the employee at the time of his request, and no grant shall be made of only a portion of a vacation allowance.

(i) 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 employment postponed to allow him any vacation pay whatever, whether he shall have previously had a vacation in that vacation year or not.

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

(k) An employee who, during the vacation year, is in service part of the time in a position to which this Agreement is not applicable and part of the time in a position to which it is applicable, shall accrue annual leave in accordance with the terms of this Agreement for each month during the major part of which he served in a position to which this Agreement is applicable, and shall accrue an annual leave allowance for each month during the major part of which he served in a position to which this Agreement is not applicable, in accordance with the rules and regulations applicable to such other position.

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

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

ARTICLE 11. SICK LEAVE.

11.0 A. Effective June 1, 1985 to April 30, 1986 the sick leave plan and disability insurance policy shall continue as provided for in Article XI of the May 18, 1982 to May 31, 1985 collective bargaining agreement between the Manhattan and Bronx Surface Transit Operating Authority and the Transit Supervisors Organization Coin Retriever Technician 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 sick leave 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 do not 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.

11.1 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.

11.2 (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.

11.3 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.

11.4 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.

11.5 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.

11.6 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 controlled substances 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.

ARTICLE 11A INJURY ON DUTY.

An employee, incapacitated for any kind of available work as a result of an accidental injury sustained in the course of his employment, will be allowed, for such period or periods during such incapacity as the Operating Authority may in each case determine, the full amount which he would have earned during such period or periods had he been working according to the regular schedule and at the regular rate of pay for work within his title which he had and was receiving prior to the period of incapacity, less the amount of any Worker's Compensation payable to him under the provisions of the Worker's Compensation Law. If the absence for which he is to be allowed pay, as herein provided, occurs two (2) years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy-five (75%) percent of his earnings, as set forth herein.

In order to qualify for such payment, the employee must be absent from employment because of such accidental injuries sustained in the course of his employment eight (8) consecutive days, and the payment provided for herein will commence only on and after the eighth day of such absence.

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

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

The amount of any Workmer's Compensation payable for the period or any part of the period during which he so works will be deducted from his pay for the work.

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

No differential pay shall be granted:

- 1). Unless the employee sustained an accidental injury while engaged in the performance of his assigned duty for the Operating Authority and such accidental injury was the direct cause of the employee's incapacity for work.
- 2). If the accident was due to violation by the employee of any rule of the Operating Authority or any precautionary procedures directed by the Assistant Vice President, System Safety of the Operating Authority, or other Safety Rules.
- 3). If the employee was engaged in horse play or was at all under the influence of liquor at the time of the accident.
- 4). If the employee failed to report to the medical director of the Operating Authority for examination or re-examination, when told to do so.
- 5). If the employee failed to report for light duty or for the performance of his regular work when directed to do so.
- 6). If the period for which the allowance is requested was a period during which the employee, in the opinion of the Operating Authority's medical director, would not have been incapacitated for work had it not been for some physical or mental condition existing prior to the accident.
- 7). If the employee failed to comply with appropriate medical advice.

When the question arises as to the granting of differential pay under this Article to an employee who has been absent from work on account of injury in the course of his employment, the Chief of the Compensation Bureau of the Operating Authority shall certify on all applications submitted by employees that the following conditions have been met:

- 1). That the accident was not due to any violation of the rules of the Operating Authority, or other safety rules.
- 2). That the accident was not due to the violation of any direction of the Operating Authority as to precautions taken by the employee to avoid accidents.
- 3). That the employee gave due notice of the accident.
- 4). That there is no uncertainty the employee sustained an accident injury while engaged in the performance of his assigned duties for the Authority.
- 5). That the employee was not under the influence of liquor at the time of the accident.
- 6). That the employee was not engaged in any horse play when the accident occurred.
- 7). That the employee was actually performing work for the Operating Authority at the time of the accident.
- 8). That the employee did report for light duty when directed to do so.
- 9). That the employee did report for the performance of full duty when directed to do so.
- 10). That the employee was duly examined by the Operating Authority's Medical Department after the accident.
- 11). That the employee did return for re-examination on every occasion when directed by the Operating Authority's Medical Department.
- 12). That the employee was completely incapacitated for work during the period for which he requested differential pay.
- 13). That the incapacity of the employee during any part of his absence from work was not due to any physical condition of the employee prior to the accident in the absence of which he would not be incapacitated for the entire period for which he asks differential pay.
- 14). That the employee did comply with appropriate medical advice.

In certifying that the conditions as aforesaid have been met, the Attorney-in-Charge of the Compensation Bureau of the Operating Authority or his designee in addition to using the information available to him from the files in his bureau may call upon the Assistant Vice President, System Safety of the Operating Authority, the Medical Department of the Operating Authority, and any other bureau or department of the Operating Authority to furnish in writing to the said Attorney-in-Charge of the Operating

Authority's Compensation Bureau, such facts and information as he may deem necessary to properly make such certification. The Attorney-in-Charge of the Compensation Bureau or his designee may call for such facts and information and the Safety Manager of the Operating Authority, the Medical Department of the Operating Authority, and all other bureaus and departments of the Operating Authority are hereby directed to furnish the facts and information so called for by said Attorney-in-Charge of the Compensation Bureau or his designee.

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

If an employee has unused sick leave as provided in Article 11, he may charge the waiting period provided herein to such sick leave.

ARTICLE 12. ALLOWANCE FOR TIME CONSUMED FOR PHYSICAL EXAMINATION.

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

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

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

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

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

(f) An employee who has been injured in the course of his employment and who is required to report for treatment by the Operating Authority's Medical Staff or to attend hearings at the Workmer's Compensation Board because of injuries to himself, but not as a witness, during his time off between two (2) tours of duty, will be allowed three (3) hours' offset time for so reporting.

If such an employee is required, while on duty, to attend a hearing at the Workmen's Compensation Board because of injuries to himself, but not as a witness, no deduction shall be made from his pay for time necessarily consumed for such hearing, provided, however, that such employee obtains an attendance slip from the Operating Authority's Chief of the Compensation Bureau or his designee, which sets forth the time of arrival and time of departure from such hearing.

ARTICLE 13. \$50,000 DEATH PAYMENT-SELF INSURED.

The Operating Authority will provide a \$50,000 payment to cover the death of an employee occurring as a result of assault or robbery in the line of duty.

ARTICLE 14. INJURY BY ASSAULT.

The Operating Authority will compensate any covered employee for all his regularly scheduled working time, lost during the first five working days following an injury sustained by reason of any assault perpetrated upon him while engaged in the performance of his duties or in any attempt to rob him of Operating Authority monies but otherwise subject to the rules and regulations in Article 11A (Injury on duty).

Any such injured employee shall submit to an examination by the Operating Authority's Medical Staff if the Operating Authority demands such an examination.

ARTICLE 15. SENIORITY UPON DEMOTION

Any employee who has accepted permanent promotion as a result of a competitive examination and within one year thereafter is demoted, or is voluntarily restored, to his former title which is represented by the union, shall have the same preference status in the title which he held at the time of promotion and the same rate of pay which he would be receiving had his services in that title been uninterrupted by such promotion.

Any employee who has accepted a provisional promotion and is demoted, or is voluntarily restored, to his former title which is represented by the union, shall have the same preference status in the title which he held at the time of promotion and the same rate of pay which he would be receiving had his services in that title been uninterrupted by such promotion.

ARTICLE 16 SAFETY SHOE ALLOWANCE

There shall be an annual safety shoe allowance of \$50.00 per annum to be paid to each incumbent employee subject to this agreement who is on the Operating Authority's payroll on December 1 of each year.

EXHIBIT B

RULES AND REGULATIONS COVERING THE HEALTH AND HOSPITALIZATION PLAN ESTABLISHED BY AGREEMENT BETWEEN THE OPERATING AUTHORITY AND THE UNION

1. The choice of coverage provided pursuant to Article IX of this Agreement shall be the only benefits made available.

2. During the term of this agreement, the Operating Authority shall provide one reopening period during which eligible employees and retirees may elect to change their coverage provided by Article IX of this Agreement. Such period shall be mutually selected by the parties.

3. If an employee chooses coverage other than HIP/HMO, and later moves into a HIP/HMO group practice area, he may then request a transfer from his selected coverage to HIP/HMO, subject to the rules and regulations of the carrier. If an employee, eligible hereunder, moves out of a HIP/HMO group practice area and had elected HIP-HMO coverage, he may continue his HIP/HMO coverage under the limitation established by HIP/HMO for "EXTENDED-AREA" Subscriber Plan, or he may then select one of the other alternative coverages, subject to the rules and regulations of the carrier.

4. The Operating Authority will not pay premiums for coverage for an eligible employee who is absent without salary for an entire calendar month, except in the event of a service-connected injury or illness for which he is receiving Workmen's Compensation, which exception shall be limited to a maximum of the number of weeks he would be entitled to sick pay in accordance with his years of service.

5. Any employee who, by promotion, etc., enters a title subject to this Agreement and in the representation unit represented by the Union and thereby becomes an eligible employee, will be granted one opportunity to select coverage from among those provided pursuant to Article IX of this Agreement. His coverage generally shall be effective from the first day of the month immediately following the date of his entry into the title.

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

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

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

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

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

11. These Rules and Regulations may be amended, revised or terminated by the Operating Authority at any time.