

## MEMORANDUM OF ECONOMIC AGREEMENT

AGREEMENT made between the MTA NEW YORK CITY TRANSIT and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter collectively referred to as the "Authorities") and COMMUNICATION WORKERS OF AMERICA, Local 1180 (hereinafter referred to as the "Union").

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

1. **Term of Agreement**

The term of this Agreement shall be effective from July 1, 2002 and continue through June 30, 2005.

2. **General Wage Increase**

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

Effective July 1, 2003, the annual salary in effect on June 30, 2003 shall be increased by 3.0 percent.

Effective July 1, 2004, the annual salary in effect on June 30, 2004 shall be increased by 2.0 percent.

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

3. **Lump Sum**

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

4. **New Employee Hire Rates**

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

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

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\* Already paid pursuant to the current Collective Bargaining Agreement.

**5. NYC Transit Benefit Modifications**

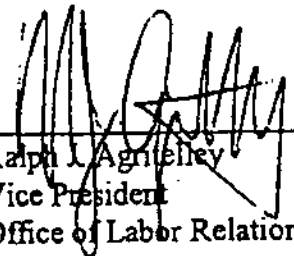
- a. Employees hired on or after July 1, 2004 will earn the following new annual leave schedule:

Years of Service	Days Annual Leave Annual
1-4	14
Beginning with 5 <sup>th</sup> Year	15
6	17
7	18
8	19
9	20
10	21
11	22
12	23
13	24
14-16	25
17+	27

- b. Night shift differential will be in effect from 8:00 pm to 8:00 am for employees hired on or after July 1, 2004 for the first three years of employment.
- c. Employees hired on or after July 1, 2004, will cash out their sick leave on the basis of one day of terminal leave for each three days of accumulated sick leave upon separation from employment after 10 years of service up to a maximum of 120 days.
- d. Employees hired on or after July 1, 2004 will not be eligible for the personal leave day.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the \_\_\_\_ day of \_\_\_\_\_ 2004.

For: MTA New York City Transit

By:  11/12/04  
Ralph J. Agriello Date  
Vice President  
Office of Labor Relations

For: Communication Workers of America, Local 1180

By:  10/29/04  
Gloria Middleton Date  
Treasurer

 11/8/04  
Christopher J. Johnson Date  
Senior Director  
Labor Research & Negotiations

## MEMORANDUM OF UNDERSTANDING

Agreement made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as "New York City Transit"), the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Operating Authority") (both of which hereinafter jointly referred to as the "Authorities") and the Communication Workers of America, Local 1180 (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 of Agreement

The term of the agreement shall commence on July 1, 1999 and conclude on June 30, 2002.

### 2. Experience Differential

The additional compensation fund shall be allocated to increase to the experience differential. Such differential shall be increased by any future collective bargaining increases. The experience differential for Principal Administrative Associate Levels II and III are:

Effective Date:				
	3/31/2000	4/1/2000	4/1/2001	6/30/2002
Annual Amount:				
	\$901.00	\$937.00	\$974.00	\$1,684.00

### 3. Health & Welfare

Effective June 30, 2002, the annual per capita welfare fund contribution for active and retired employees shall be increased by \$200.

### 4. 401K Plan

Employees represented by the Union shall have the opportunity to participate in a 401K Tax Deferred Annuity Plan as allowed by law.

### 5. Death in Family Leave

The definition of "immediate family" set forth in the death in family leave provision shall be amended to include grandchild.

Employees who work compressed work schedules of three days per week will be entitled to bereavement leave of three days up to a maximum of thirty-six hours of paid bereavement.

6. **Disciplinary Grievance Procedures for Provisional Employees**

Provisional employees with more than one year of satisfactory service in a title covered by this Agreement may appeal demotions and dismissals from service pursuant to the procedure set forth in Attachment A of this Agreement.

7. **Mileage Allowance**

Effective upon full and final ratification of this Agreement, compensation to employees for authorized and required use of their own automobiles shall be increased from twenty-five (25) cents per mile to twenty-eight (28) cents per mile.

8. **Meal Allowance**

Effective upon full and final ratification of this Agreement, the meal allowance payment schedule shall be as follows:

Continuous Overtime Hours		Meal Allowance
Regular Work Day	Regular Day Off	
2	3	\$7.00
6	7	\$9.75
10	11	\$13.25
14	15	\$16.75

9. **Labor Management Committees**

District Council 37 Locals 1655, 2627, 1407, 154, 983 and New York City Transit have referred the following matters to labor/management committees for discussion:

- Kronos timekeeping system issues
- Training
- Lounge and cafeteria space for employees
- Possibility of alternate work schedules, working from different locations, etc.
- Promotional list issues
- Security for EDP employees working night tours
- Alternate Transportation for EDP employees recalled from home after 6:00 p.m.
- Possibility of an additional level for Claims Specialists

Subject to the approval of DC 37 and to the degree that such discussions impact members of CWA, Local 1180, these labor/management committees shall include a representative of the Communication Workers of America, Local 1180.

10. VDT Labor/Management Committee

The parties agree to eliminate the current VDT Labor/Management Committee. DC 37 and New York City Transit have agreed to establish a special committee to review specific employee complaints with regard to health and safety issues concerning Video Display Terminals (VDT). Subject to the approval of DC 37, the parties agree to add one CWA, Local 1180 member designated by the union to this committee. The committee shall meet at the written request of either Union with at least two week's notice to NYC Transit. Such written request shall include an agenda of cases to be reviewed. At the end of each year, if it so wishes, the committee may issue a report to Labor and Management regarding recommendations to improve the health and safety of Video Display Terminals.

11. Continuation of Terms

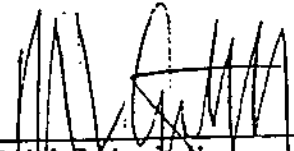
Except as otherwise expressly provided in this Agreement, all provisions of the expired Collective Bargaining Agreement shall continue in effect.

12. State and Federal Law

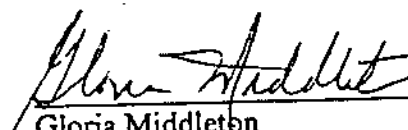
To the extent that any of the provisions of this Agreement require approval of, or are subject to modification, by federal or state agency pursuant to statute or regulations issued thereunder, they shall be subject to such approval or modification.

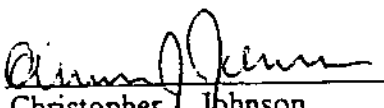
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the \_\_\_ day of December, 2003.

For: New York City Transit

By:  1/7/04  
Date  
Ralph J. Agrifelley  
Vice President  
Office of Labor Relations

For: Communication Workers of America, Local 1180

By:  12/14/03  
Date  
Gloria Middleton  
Secretary/Treasurer

 12/23/03  
Date  
Christopher J. Johnson  
Senior Director

## ATTACHMENT A

### Disciplinary Grievance Procedures for Provisional Employees

Provisional employees with more than one year of satisfactory service in a title covered by this Agreement may appeal demotions and dismissals from service pursuant to the procedure set forth below. This provision is not intended in any way to offer provisional employees rights under Section 75 of the Civil Service Law or the arbitration procedures of this collective bargaining agreement.

#### A. Step I.

Upon notice of demotion or dismissal, the employee may within twenty (20) days submit a written request for an informal meeting with his/her Department Head or designee. The employee may offer documentation and/or written explanation of the charges. The Department Head or designee may at his/her discretion meet with the employee, interview or ask for written statements from other Authority employees, including those identified by the employee, who have knowledge of the conduct which is the subject of the charges. If the Department Head or designee chooses to hold a meeting, the employee may be accompanied by a Union Representative and will be given an opportunity to respond to the written charges. The Department Head or designee will issue a decision dismissing, sustaining or modifying the charges and/or penalty.

#### B. Step II.

Upon receipt of written decision from the Department Head or designee sustaining a penalty of dismissal or demotion, the employee may within ten (10) days submit a written request for an informal meeting with the Senior Director, Labor Contract Disputes or designee accompanied by a written statement in response to the Step I decision. Failure to submit such a statement shall be deemed an abandonment of the appeal, and the Step I decision will be final.

The Senior Director, Labor Contract Disputes or designee will review the Step I decision and the employee's written statement in response to the Step I decision and issue a written decision within twenty (20) days of receipt of the employee's written submission.

The Senior Director, Labor Contract Disputes or designee may at his/her discretion choose to meet with the employee, interview or ask for written statements from other employees, including those identified by the employee, who have knowledge of the conduct which is the subject of the charges before reaching a final decision. Such meetings are not required. If a meeting is granted to the employee, the employee may be accompanied by a Union Representative.

The determination of the Senior Director, Labor Contract Disputes or designee shall be final and binding and is not subject to further review.

C. General Provisions

1. It is agreed that the filing of an appeal under this provision shall not prevent, delay, obstruct or interfere with the right of the Authority from taking the action complained of, subject to the final disposition of the appeal as provided herein.
2. In computing the time within which any action must be taken under the foregoing procedure, Saturdays, Sundays and Holidays shall not be counted except where otherwise specified.





## New York City Transit

December 9, 2003

Gloria Middleton, Union Representative  
Communications Workers of America, Local 1180  
6 Harrison Street, 4<sup>th</sup> Floor  
New York, NY 10013

**Re: Health and Welfare Fund Contribution**

Dear Ms. Middleton:

Pursuant to Paragraph 3 of the December 2003 Memorandum of Understanding between the Union and New York City Transit, the parties agree that, effective June 30, 2002, there will be an increase in the welfare fund contribution of \$200.00 per annum.

For purposes of implementing this rate increase to the retiree welfare fund, the following shall apply:

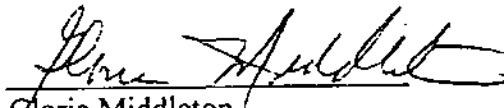
- The monthly contribution for May 2002, the 26<sup>th</sup> month, shall be \$106.25.
- The monthly contribution for June 2002, the 27<sup>th</sup> month, shall be \$106.80.
- The monthly contribution for each month thereafter shall be \$122.9167.

If the above reflects your understanding, please sign below.

Sincerely,

Christopher J. Johnson  
Senior Director  
Labor Research & Negotiations

Agreed and Accepted on Behalf of  
Communication Workers of America, Local 1180

By:  12/10/03  
Gloria Middleton Date  
Union Representative

## MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "Transit Authority"), the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Operating Authority") (both of which hereinafter jointly referred to as the "Authorities") and District Council 37, Local 1655, Local 2627, Local 1407, Local 154 and Local 983 of the American Federation of State, County and Municipal Employees (AFCSME), AFL-CIO, and the Communication Workers of America, Local 1180 (hereinafter jointly referred to as the "Unions").

It is mutually agreed that the collective bargaining agreements between the Authorities and the Unions shall be amended as follows. All provisions in this memorandum of understanding shall apply to both bargaining groups except where noted.

### Section 1. Term of Agreements

The term of the agreements shall be for 60 months, commencing on July 1, 1994 and concluding on June 30, 1999.

### Section 2. Continuation of Terms

All terms and provisions of previous agreements applicable to employees covered by the agreements shall continue except as modified by this memorandum of understanding and shall be incorporated into the new agreements.

### Section 3. Welfare Fund

Article XI of both of the agreements shall be amended as follows:

a. The contribution paid on behalf of each full-time per annum employee to each applicable welfare fund shall be increased by \$100 effective July 1, 1994.

b. The contribution paid on behalf of each full-time per annum employee to each applicable welfare fund shall be reduced by two hundred dollars (\$200) per annum for the period July 1, 1994 to June 30, 1996. *1995 — 1996*

c. Effective June 1, 1997, the contribution paid on behalf of each full-time per annum employee to each applicable welfare fund shall be increased by seventy-five dollars (\$75) per annum.

d. Effective September 1, 1998, the contribution paid on behalf of each full-time per annum employee to each applicable welfare fund shall be increased by seventy-five dollars (\$75) per annum.

e. Effective January 31, 1999 there shall be a two hundred dollar (\$200) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who is receiving benefits on January 31, 1999.

f. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees and the one-time lump sum payment (for such employees who are receiving benefits on January 31, 1999) shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to sections (a) through (e) above.

#### Section 4. Vacation Carryover

The parties agree that the number of days that may be carried over from one vacation year to another shall be increased from fifteen to twenty days. Employees will not be permitted to carryover any vacation accruals in excess of twenty days. Any employee who has more than twenty days of vacation at the beginning of the vacation year will have those excess vacation days converted to sick leave. It is understood that this provision applies to the vacation year beginning May 1, 1998.

#### Section 5. Meal/Mileage Allowances

Effective upon full and final ratification of this Agreement, the parties agree to amend Article XIV and XV of the agreements, so that the Authorities will agree to discuss paying increases in the meal allowances and mileage allowances on the terms and conditions set forth in the citywide collective bargaining agreement.

#### Section 6. Changes to Basic Health Benefits

For the term of this Agreement, the Authorities agree to continue the provision of Article XI, section (l) of the DC 37 Agreement and Article XI, section (k) of the CWA Agreement.

#### Section 7. Shortage Procedure

Effective upon full and final ratification of this Agreement, the parties agree to the Shortage Procedure in the Revenue Division attached hereto as Appendix A.

#### Section 8. Sick Leave Control

The parties agree that the sick leave control procedures that are currently in effect, and are attached hereto as Appendix B, will be continued.

#### Section 9. Maternity/Childcare Leave

The parties agree that Article X, section 5.0 of the agreements shall be amended so that the total combined confinement and childcare leave without pay for all but the first instance of such leave for an employee shall be twenty-four months.

**Section 10. Overtime Cap**

Effective upon full and final ratification of this Agreement, Article X, section 8.1(f) of the agreements shall be amended so that the overtime cap is increased by the same amount as set forth in the Citywide collective bargaining agreement.

**Section 11. Domestic Partner Benefits**

Effective upon full and final ratification of this Agreement, employees represented by the Unions shall be eligible for health insurance and bereavement leave for duly registered domestic partners. In order to be eligible for such benefits, the employee must meet City eligibility requirements, including registration with the City Clerk, and must register the domestic partner with the Authority. Article X, section 4.0(a) of the agreements shall be amended to provide that bereavement leave shall be granted for the death of a domestic partner. Article XI of the agreements shall be amended to provide for health insurance for a domestic partner under the same terms as such benefits are provided in the City. It is expressly understood in this regard that employees are responsible for declaring the value of the domestic partner health insurance as income under IRS regulations.

**Section 12. Service in Provisional Title**

Effective upon full and final ratification of this Agreement, the parties agree to amend Article VIII of the agreements to add the following language:

(i) If immediately prior to a permanent promotion in title, a permanent employee has served in that promotional title and particular job assignment in the same location on a temporary or provisional basis for a continuous period equal to or greater than the probationary period for that title, the promotee shall not be required to serve a probationary period upon such promotion.

(ii) If immediately prior to a permanent promotion in title, a permanent employee has served in that title and particular job assignment in the same location on a provisional or temporary basis for a continuous period which is less than the probationary period for that title, the promotee's probationary period shall be reduced by an amount equal to the time previously served in the provisional or temporary job assignment immediately preceding the promotion, but in no case shall such probationary period be reduced by more than nine months; or

(ii) If immediately prior to permanent appointment to a title, an employee has served in that title and particular job assignment in that location on a provisional or temporary basis for a continuous period for that title, the employee's probationary period shall be reduced by an amount equal to the time previously served in the provisional or temporary job assignment immediately preceding the appointment, but in no case shall such probationary period be reduced by more than nine months.

### Section 13. Night Differentials

Upon full and final ratification of this agreement, the Authorities will cease paying night differentials to employees for any day on which the employee does not actually work during the qualified night differential period. Qualified night shift differential hours are for scheduled hours of work between 6 p.m. and 8 a.m. with more than one (1) hour of work between 6 p.m. and 8 a.m.

### Section 14. Money Room Appointments/Promotions

Upon full and final ratification of this Agreement, the parties agree to add the following language to Article XVI of the DC 37 Agreement:

"Incumbent level I Associate Cashiers will receive preference over new hires for all level II openings. In making the determination, management will consider attendance, disciplinary record, and ability to perform the functions required by the position."

### Section 15. Health Benefits for Vested Tier 4 Retirees

The Authorities agree to provide employees of MTA New York City Transit who are fully vested members of Tier 4 with twenty five (25) years of credited service in the pension plan as a result of having worked for MTA New York City Transit with basic retiree health insurance benefits upon their reaching payability under the pension plan.

### Section 16. Universal Passes

Effective upon full and final ratification of the Agreement, the Authorities agree to provide each active member of the Unions with a Universal Pass, and to revoke his/her TA-only pass. A schedule for implementing this provision will be established in consultation with the unions.

### Section 17. Labor/Management Committees

The parties agree to refer the following matters to labor/management committees:

- 1) The establishment of due process provisions for provisionals with more than two years' service.
- 2) VDT safety/ergonomics.

- 3) Unreasonable denial of annual leave/personal business or sick leave.
- 4) Recoupment Cap.
- 5) Telecommuting
- 6) Supervisory duties currently performed by PAAs not to be diminished or performed by other employees.
- 7) Assignment Differentials for PAAs who prepare, reconcile, certify, and/or audit payroll of Authority personnel.
- 8) Provision of written job descriptions to each employee.
- 9) Out-of-title work
- 10) 1991-1994 Committees to continue
- 11) Citywide Disciplinary procedures
- 12) Drug and Alcohol Policy Changes
- 13) Involuntary Transfer Procedures
- 14) Overtime Cap

**Section 18. State/Federal Law**

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the ~~5<sup>th</sup>~~ day of ~~July, 1998~~ <sup>May, 1999</sup>

New York, New York

NEW YORK CITY TRANSIT AUTHORITY

BY:

 5/5/99  
Ralph J. Agnello  
Vice President

Office of Labor Relations

 5/5/99  
Steven Mayo

Senior Director

Labor Research & Negotiations

DISTRICT COUNCIL 37, AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

BY: Lee Saunders  
Lee Saunders  
Administrator

By: Dennis Sullivan

DC 37 Shortage Procedure

The parties agree that effective upon full and final ratification of the agreement, repayment of shortages shall be processed in accordance with the following terms.

1. The Controller and the Division of Revenue shall make a good faith effort to rule out other potential reasons for the shortage before determining that a shortage is attributable to the cashier. This provision shall not be subject to the grievance procedure.
2. The determination that shortages are attributable to cashiers shall be made regularly, but not less frequently than quarterly. Each cashier shall be notified of all single instance and accumulated shortages attributable to the cashier during the reporting period. Determinations of accumulated shortages attributable to a cashier shall not exceed a six month period. The Division of Revenue agrees to consult with the Union where the Union requests consultation.
3. In those cases where the Division of Revenue or the Controller determines that a cashier is responsible for a single instance or an accumulated shortage of \$50.00 dollars or less during the reporting period, the cashier shall be liable for the deduction of the shortage(s) in one lump sum amount as reimbursement to New York City Transit within a one month period from the date of notification of the shortage.
4. In those cases where the Division of Revenue or the Controller determines that a cashier is responsible for a single instance or an accumulated shortage in excess of \$50.00 dollars or more, the cashier shall be liable for the deduction of the shortage(s) over a period of time to be mutually determined by the cashier and representatives of the controller and the revenue department. The Division of Revenue agrees to meet with the Union where the Union requests consultation on the matter of repayment schedules.
5. Existing shortages as of the date of this agreement shall be waived and not subject to repayment.
6. Notwithstanding the foregoing, neither party waives its rights with respect to discipline as a result of shortages.



CORRECTED VERSION

NEW YORK CITY TRANSIT AUTHORITY

March 16, 1989

Supersedes Memorandum of March 1, 1989

TO: ALL DEPARTMENT HEADS

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

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

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

I. SICK LEAVE

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

II. CHRONIC SICK LIST

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

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

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

130 Livingston Street  
Brooklyn, NY 11201

March 23, 1993

Mr. Frank Burns  
Asst. Director of  
Research & Negotiations  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

Re: 1991-1994 Labor Agreement  
with DC 37, CSTG and CWA

Dear Mr. Burns:

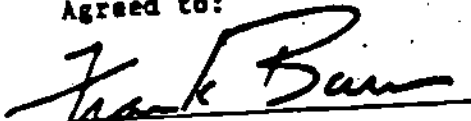
Subject to ratification and Board approval of the above-captioned agreement, this is to confirm that the Day After Thanksgiving holiday will go into effect in 1993.

Sincerely,



Steven Mayo  
Director,  
Labor Research

Agreed to:

  
Frank Burns  
District Council 37

Members of the Board

Peter E. Slangi  
Chairman and  
Chief Executive Officer  
James T. Scannel  
First Vice Chairman

Liyen H. Ahnino  
Laura D. Blackburne  
Stanley Brezenoff  
Warren S. Dolny  
Thomas F. Egan  
Barry Feinstein  
Barbara J. Fife

Herbert J. Lohr  
Richard T. Nash  
Lucius J. Riccio  
Joan Spence  
Edward A. Vrachman  
Robert F. Wagner Jr.  
Alfred E. Werner

2573h/48

## MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "TRANSIT AUTHORITY") and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "OPERATING AUTHORITY") (both of which hereinafter jointly referred to as the "Authorities") and the DISTRICT COUNCIL 37, Local 1655, Local 2627, Local 1407, Local 154, and Local 983, and the CIVIL SERVICE TECHNICAL GUILD, LOCAL 375, of the American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO, and the COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180, (hereinafter jointly referred to as the "Union").

It is mutually agreed that the collective bargaining agreement between the Authorities and the Union shall be amended as follows. All provisions in this memorandum of understanding shall apply to all three bargaining groups except where noted.

### Section 1 - Term

1. The term of the agreement shall be for 36 months from July 1, 1991 through June 30, 1994.

### Section 2. - Continuation of Economic Terms

2. The parties agree that Article XVII (Wages) of the expired agreement shall be continued in the July 1, 1991 to June 30, 1994 agreement. It is further agreed that once the term of the agreement expires, the Authorities shall grant such salary adjustments as are granted by the City of New York to employees in the same titles, so long as neither party puts forth a demand to negotiate on the issue of wages/salary adjustments.

### Section 3. - Welfare Fund

Article XI shall be amended as follows:

Effective October 1, 1990, the Authorities shall contribute in a lump sum, to the Union's Health and Security Fund at the rate of \$925 per year per employee.

Effective July 1, 1993, this contribution shall be increased by \$100 per year per employee.

In addition, effective the date of ratification of this agreement, a lump sum payment of \$125 per employee shall be made to the Health and Security Fund.

Section 4. - Annual Leave Schedule

Article X, Section 2.1 B, shall be modified to provide:

Effective July 1, 1991, the annual leave allowance for employees subject to this agreement with less than four years of service shall accrue as follows:

<u>Years of Service</u>	<u>Monthly Accruals</u>	<u>Allowance</u>
At the beginning of the first year and before the beginning of the fourth year	1 1/4 days	15 work days (3 weeks)

Section 5. - Holidays

Article X, Section 6.0(a) shall be amended to include the Day after Thanksgiving and to eliminate Lincoln's Birthday:

There shall be twelve (12) guaranteed paid holidays per year as follows:

- |                                       |                  |
|---------------------------------------|------------------|
| New Year's Day                        | Labor Day        |
| Dr. Martin Luther King Jr.'s Birthday | Election Day     |
| Washington's Birthday                 | Veteran's Day    |
| Memorial Day                          | Thanksgiving Day |
| Independence Day                      | Christmas Day    |
| Day after Thanksgiving                |                  |
| 1 Personal Leave Day                  |                  |

Section 6. - Absence Due to Injury Incurred in the Performance of Official Duties

Article X, Section 7 shall be amended as follows:

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 Authorities 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 thirty five (35) hour work week (Schedule A, B, C, D, and F titles) or a forty (40) hour work week. (Schedule E titles).

**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 thirty five (35) hour work week (Schedule A, B, C, D, and F\* titles) or a forty (40) hour work week, (Schedule E titles) the employee shall not receive any differential payments. If the absence for which he/she is to be allowed pay as original accident, the allowance shall be based upon an amount equal to seventy (70) percent 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 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 injury to the employee.
- (3) If the employee failed to report for any work within title when directed that they are medically qualified to perform.
- (4) If the employee does not give due notice of the accident or does not report to the Authority's designated physician (s) for examination or re-examination when told to do so. This provision shall not be used to require an employee to report for examination unreasonable times and frequency.

The certification of conditions to be met will be reduced to the same conditions as listed in the instance for denial of differential as listed above.

**Section 7. - Committees**

**Revenue**

A Labor/Management Committee shall be established to address the issue of a career path for Revenue Room employees and other human resources issues which may arise as a result of the implementation of the Automated Fare Collection program.

### Provisional Employees

A Labor/Management Committee shall be established to discuss the issue of giving provisionals with two or more years of satisfactory service in a specific title due process in disciplinary matters. It is understood that the establishment of such a committee is not intended in any way to offer provisional employees rights under Section 75 of the Civil Service Law or the arbitration procedures of this collective bargaining agreement. The parties agree to develop an alternative mechanism or procedure for provisionals grieving disciplinary actions.

### Voluntary Insurance

A Labor/Management Committee shall be established to discuss voluntary insurance check-off agreements for employees represented by the Union.

### VDT

A Labor/Management Committee shall be established to address the safe use of Video Display Terminals.

### Personnel

A Labor/Management Committee shall be established to discuss and identify NYCTA employees in titles other than those represented by the Union who are performing bargaining unit work. The intent of this review shall be to determine if representation by a unit within the Union is appropriate for any such employee because their work is essentially the same as that performed by other NYCTA employees represented by the Union.

Disputes arising out of this process shall not be subject to the dispute resolution procedures of this collective bargaining agreement. The parties agree to work out an alternative procedure for resolving disputes arising out of this committee.

### Disciplinary Procedures

A Labor/Management Committee shall be established to discuss the issue of fines in lieu of suspension for employees subject to disciplinary penalties.

### Check Cashing

A Labor/Management Committee shall be established to discuss check cashing services and check cashing time for employees represented by the Union.

**Section 8. - Benefits for Administrative Titles**

- (a) During the term of this Agreement incumbents in the titles Administrative Engineer, Administrative Architect and Administrative Project Coordinators as of 9/11/89 shall retain the following managerial benefits.
  - (a) Managerial Health Benefit
  - (b) Managerial Terminal Leave
  - (c) Managerial Annual Leave Carryover
- (b) Effective July 1, 1993, all other incumbents in the titles Administrative Engineer, Administrative Architect, Administrative Project Coordinator and Administrative Transit Management Analyst shall be entitled to the health benefits, terminal leave and annual leave carryover negotiated between the Authorities and the Union.
- (c) Employees promoting to represented Administrative titles shall receive an advancement increase of \$2000 or the minimum of the Administrative title, whichever is higher.
- (d) Effective July 1, 1993, Associate Transit Management Analysts represented by the Union shall be entitled to the health benefits, terminal leave and annual leave carryover negotiated between the Authorities and the Union.

**Section 9. - Random Alcohol and Drug Testing**

- (a) The Union agrees that the Drug and Alcohol provisions in the existing agreement will be amended to include Random Drug Testing provisions for titles deemed to be Safety Sensitive.
- (b) The Union agrees that the Authorities may use an alcohol testing intoximeter as part of its initial screening for employee alcohol use.

**Section 10. - Timekeeping Differential**

The parties agree to establish a timekeeper payroll differential. Such differential shall not exceed that paid by the City of New York to employees in the same titles and shall not be in conjunction with any other timekeeping differential paid by the Authorities.

**Section 11. - Disabled employees**

The parties agree to make any modifications to their collective bargaining agreement as may be necessary to comply with any Federal law affecting the requirements for accomodating the disabled.



Section 12. - Flexible Spending Accounts

The Authorities agree to offer to represented employees, as soon as practicable, Medical Spending and/or Dependent Care Account as defined under Section 125 of the IRS Code.

Section 13. - Side Letters

For the term of this Agreement, the items set forth in the letters of understanding appended hereto shall have the same force and effect as if contained in the contract.

Section 14.- Article X, Section 2.4 shall be amended to allow for the carryover of up to 15 days of annual leave from one vacation year to the succeeding vacation year.

Section 15.- This agreement is subject to ratification by the Board of the Transit Authority and by members of the Union.

Section 16.- This agreement shall continue in effect through June 30, 1994. Negotiations for a new contract shall begin no earlier than January, 1994.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_

APPROVED AS TO FORM

BY:

NEW YORK CITY TRANSIT AUTHORITY

BY:

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

BY:

Steven Mayo  
Steven Mayo, Director,  
Labor Research

APPROVED AS TO FORM

BY:

DISTRICT COUNCIL 37, OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO.

BY:

David Sullivan  
LOCAL 1655, OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY:

Donald Afflick  
LOCAL 1407, OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY:

John Tibaldi  
LOCAL 154, OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY:

Bruce Jensen  
LOCAL 983, OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY:

Frank Moul  
LOCAL 2627, OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY:

Robert S. Cilly

CIVIL SERVICE TECHNICAL GUILD,  
LOCAL 375-AFSCME, AFL-CIO

BY:

BY: *James G. Oliver*

COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 1180, AFL-CIO

BY: *[Signature]*

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Agreement made as of the 1st day of July, 1988 (1985), by and between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "AUTHORITY") and the Communications Workers of America, Local 1180 (hereinafter referred to as the "UNION").

ARTICLE I.           DECLARATION OF PURPOSE.

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

- (a)       To assure to the people of the City of New York efficient, economical, safe and dependable transportation service;
- (b)       To provide employees of the Authority covered by this Agreement with wages, hours, working conditions and grievance procedures; and
- (c)       To protect the interest of the public through a definite understanding of the respective rights, duties, privileges, responsibilities, and obligations of the Authority, the employees and the Union.

ARTICLE II.          RECOGNITION.

The Authority recognizes the Union as the exclusive bargaining representative and the exclusive representative for the presenting and processing of employee grievances of all employees of the Authority in the title of Principal Administrative Associate (Levels II and III) or predecessor titles, except those who have been determined managerial/confidential as defined in Section 201.7 of the New York Civil Service Law.\*

ARTICLE III.         MANAGEMENT RIGHTS.

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

ARTICLE IV.         RECIPROCAL OBLIGATIONS.

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

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\* Hereinafter, all references to "employee" or "employees" shall apply only to such employee or employees represented by the Union.

The Authority agrees to honor voluntary authorizations for the deduction of Union membership dues submitted by the Union subject to the terms and conditions set forth in resolutions of the Authority adopted June 10, 1948, January 19, 1960 and November 10, 1960.

ARTICLE VI. GRIEVANCE PROCEDURE AND IMPARTIAL ARBITRATION.

1. A "Grievance" is hereby defined to be a written complaint on the part of any employee covered by this Agreement, or a group of such employees, that there has been, on the part of management, non-compliance with, or a misinterpretation or misapplication of any of the provisions of this Agreement or any working condition, rule, or resolution of the Transit Authority governing or affecting its employees, or a claimed assignment of an employee to duties substantially different from those stated in his or her job specification.

2. Grievances of employees covered by this collective bargaining agreement shall be processed and settled in the following manner:

STEP 1.

Any employee, personally or through the Union, may present a grievance in writing to his/her immediate supervisor at any time within thirty (30) working days after the occurrence of the event complained of, and may discuss the grievance with such supervisor, but only one representative of the Union shall be permitted to be present at this discussion. The supervisor to whom the employee makes his/her complaint shall communicate his/her decision to the employee and to the Union, if he/she has been represented by the Union, within forty-eight (48) hours after receiving the complaint.

STEP 2.

At any time within three (3) days after the decision at Step 1 is made, the employee, personally or through his/her Union Representative, may appeal from that decision to the head of the department in which the grievance arose. Such appeal shall be in writing, and shall be heard by the head of the department within five (5) days after the receipt of the appeal. Notice of the hearing shall be given to the employee and to the Union, if he/she is represented by the Union, and he/she and/or his/her Union Representative shall be allowed to attend and be heard. The Department Head shall, within (5) days after the hearing, deliver a written decision to the employee and his/her Union Representative and shall file a copy thereof with the Authority's Department of Labor Relations.

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

### STEP 3.

The aggrieved employee or his/her Union Representative may, at any time within five (5) days after the filing and mailing of said decision, appeal from the decision of the Department Head to a committee of officers or Representatives of the Authority designated by it to hear Step 3 appeals. Such appeal shall be in writing and shall be delivered to the Deputy (Assistant) Vice President, Labor Disputes Resolution accompanied by a copy of the decision of the Department Head and a brief written statement of the reason for the appeal from that decision. Said Committee designated to hear Step 3 appeals shall conduct a hearing on such appeal on notice to the aggrieved employee and/or his/her Union Representative, giving him/her an opportunity to attend and said employee shall have the right to be heard personally or through his/her Union Representative. Said hearing shall be scheduled within thirty (30) working days following such appeal. Said Committee shall file its written decision with the Secretary who shall mail a copy thereof to the aggrieved employee and his/her Union Representative, if any, within ten (10) days after the close of the hearings.

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

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

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

Neither the Union nor any employee in a title covered by this Agreement, shall institute any suit of law or in equity against the Authority without first exhausting the remedies made available in this Agreement.

### IMPARTIAL ARBITRATION

Only "arbitrable issues" shall be subject to the arbitration procedure set forth herein.

An arbitrable issue is defined to be a complaint on the part of any employee covered by this Agreement, or a group of such employees, that there has been, on the part of management, non-compliance with, or a

misinterpretation or misapplication of any of the provisions of this Agreement or any written working condition, rule, or resolution of the Authority governing or affecting its employees or a claimed assignment of an employee to duties substantially different from those stated in his or her job specification.

Should the Union, on behalf of an employee or a group of employees with a specific grievance, not be satisfied with the Step 3 decision, it may file with the Impartial Arbitrator, at any time within fifteen (15) days after said decision has been made at Step 3, a demand that the Impartial Arbitrator give his/her opinion and make his/her determination with respect to the said grievance or complaint. Within twenty (20) days after the decision at Step 3, the Union shall file with the Impartial Arbitrator a full statement as to the nature of the grievance and complaint, together with a copy of the decision thereon at Step 3 of the grievance procedure. The Authority may also submit to the Impartial Arbitrator, for his/her opinion and determination, any complaint arising solely out of the interpretation, application, breach or claim of breach of the provisions of this Agreement. The Impartial Arbitrator shall fix a date for the hearing on at least five (5) days notice to the Authority and to the Union at which the Union representative and the representative of the Authority, shall be on hand to present both sides of the controversy. 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 DEPUTY (Assistant)Vice President, Labor Disputes Resolution and to the Union within five (5) days after the close of the hearing before him/her. The determination of the Impartial Arbitrator upon matters within his/her jurisdiction submitted to him/her under and pursuant to the terms and conditions of this Agreement shall be final and binding upon both parties.

The Impartial Arbitrator shall be designated by Agreement between the parties to serve at the will of the parties.

The Impartial Arbitrator shall be paid reasonable compensation for his/her services. One-half of the cost of the arbitration will be borne by the Transit Authority and the other half by the Union.

The Impartial Arbitrator shall not have the authority to render any opinion or make any recommendations:

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

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

(3) with respect to modification of any wage rates; or

(4) with respect to any disciplinary action or determination of unfitness of any employee to perform his/her duties taken or proposed to be taken by the Authority pursuant of Section 75 of the Civil Service Law or the Authority's own resolutions applicable to disciplinary action or the fitness of employees to perform their duties.



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

The time limitations provided in this Article shall be strictly adhered to by the employees, by the Union, and by the Authority. A grievance may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits. It is the understanding of the parties that the time limits will be strictly enforced notwithstanding past enforcement. It is agreed, however, that neither the filing of any complaint nor the pendency of any grievance, as provided in this Article, shall prevent, delay, obstruct, or interfere with the right of the Authority to take the action complained of, subject, of course, to the final disposition of the complaint or grievance as provided for herein. Each of the steps in this grievance procedure, as well as time limits prescribed at each step of the grievance procedure, may be waived by mutual agreement of the parties. The Union and/or employee may appeal to the next step when management does not act on an appeal or render a decision following a hearing on a timely basis.

For all grievances alleging an assignment of an employee to duties substantially different from those stated in his/her job specification, no monetary award shall in any event cover any period prior to the date of the filing of the Step 1 grievance unless such grievance has been filed within thirty (30) days of the assignment to the alleged out-of-title work. Notwithstanding anything to the contrary in this Article, all grievances at any level alleging an assignment of an employee to duties substantially different from those stated in his/her job title, shall be in writing.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to deprive any individual employee, or employees, from presenting and processing his/her or their own grievances through the procedures provided in this Article, nor deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under applicable civil service laws and regulations.

#### ARTICLE VII. LAYOFFS.

1. No layoffs shall be made except in accordance with the Financial Emergency Act for the City of New York as amended and/or Civil Service Law. This Section shall not be subject to the grievance procedure or arbitration.

2. Where layoffs are scheduled, the following procedure shall be used:

(a) Notice shall be provided to the appropriate Union not less than 30 days before the effective dates of such projected layoffs.

(b) Within such 30-day period, the designated representative of the Employer will meet and confer with the designated representatives of the appropriate Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to (a) the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service Law but without regard to Civil Service title, (b) the use of Federal and State funds whenever possible to retain or reemploy employees scheduled for layoff, (c) the elimination or reduction of

the amount of work ..... encouragement of early retirement and expediting of the processing of retirement applications. The grievance and arbitration procedure shall be available under this paragraph only on the issue of whether the employer complied with the requirement of this Section to notify the union and to meet and confer as required.

(c) When a layoff occurs, the Employer shall provide to the appropriate bargaining representative a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

(d) A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

## ARTICLE VIII. REASSIGNMENTS OR TRANSFERS.

### 1. DEFINITIONS:

(a) Transfer - the shifting within title and level of an employee from one locale to another without any significant change in duties, responsibilities, and/or remuneration.

(b) Reassignment - the shifting within title and level of an employee from one department to another department without change of locale or the shifting of an employee where there is significant change in duties, responsibilities, and/or remuneration. Movement between levels of a broadbanded title shall not be considered a reassignment for the purpose of this Article.

(c) Seniority - date of entry into the title and level in the employ of the Authority, whether by appointment, promotion or transfer. Customary usage concerning breaks in service and other factors shall govern.

(d) Work Unit - all employees within physical location who are in the title and level and department thereof from which the transfer is to be made.

(e) Specialized Skills - ability to perform functions such as EDP, accounting, payroll, legal or medical functions.

(f) Locale - each physical location will be a separate locale except for the downtown Brooklyn area.

(g) Reorganization - the restructuring of the work of a department or unit, thereof, so that 10% or more of the employees in the unit become excess and must be transferred/reassigned. In Departments or units, thereof, which have more than 10, but less than 20 employees, a minimum of two (2) employees must be declared excess in order to be considered a reorganization. In departments or units, thereof, which have less than 10 employees, a minimum of two (2) employees must be declared excess or have their duties substantially changed in order to be considered a reorganization.

## 2. VOLUNTARY REASSIGNMENTS OR TRANSFERS

When a voluntary reassignment or transfer is to be made and except where specialized skills are required the following procedure shall apply:

(a) The Authority shall maintain a voluntary reassignment/transfer list of all requests by employees for reassignment/transfer within the Authority.

(b) Each such request shall be in writing to the Manager of Personnel with copies to the Department to which the employee is assigned and the Union. The request shall specify the locale and/or department to which the employee requests reassignment/transfer. No more than two (2) requests may be on file at any one time. Requests may be made only after one (1) year of service in the employee's current title but the reassignment/transfer request will not be considered for action until the employee has served two (2) years in title.

(c) Reassignments/transfers shall be made in chronological order based on the date that the reassignment/transfer request was submitted.

(d) An employee cannot request another reassignment/transfer for a one year period after being reassigned/transferred. The actual reassignment/transfer, however, will not be considered for action until two (2) years following the reassignment/transfer.

(e) Requests for reassignments/transfers shall be acted upon before involuntary reassignments/transfers, appointments from open competitive lists, or provisional appointments are made except if such appointment is to fill a temporary vacancy. In the event that more than one person will be reassigned/transferred from a unit or a department, the second or subsequent reassignments/transfers shall not be effectuated until the replacements for the previously reassigned/transferred employees have been trained. The training period may be up to 3 months.

Under no circumstances shall this transfer policy interfere with the efficient and economical operation of a department.

## 3. INVOLUNTARY REASSIGNMENTS

Nothing in this policy shall restrict the right of the Authority to reassign employees as needed.

There will be no reassignments of personnel within the units certified as a means of penalty, nor shall there be any reassignments in an arbitrary or capricious manner. This clause, however, shall not interfere with the Authority's managerial right to shift employees for the improvement or efficiency of the Authority's operations or in order to provide a more harmonious working arrangement among employees.

## 4. INVOLUNTARY TRANSFERS

When an involuntary transfer or transfers are to be made and except where specialized skills are required, the following transfer procedures shall apply:

(a) With the approval of the Department Head, volunteers within title and level in work unit, in seniority order.

(b) Non-volunteers on the basis of inverse order of seniority.

(c) Special consideration shall be given to hardship cases, which shall be defined as transfer to a location which results in serious personal and/or medical problems.

(d) This policy shall not apply to reorganizations of departments.

(e) Except in emergency situations, every feasible effort will be made to give an employee two weeks notice of an impending transfer.

Involuntary transfers or reassignments from one department to another made necessary by the abolition of a function shall be made in inverse seniority order providing special skills are not required for the new position.

## 5. PROMOTION LISTS

The Authority and the Union will cooperate in seeking necessary changes in current Civil Service policies regarding the following:

5.0. Employees who are on promotion lists and are voluntarily reassigned/transferred from one department to another shall have their names transferred to the bottom of the list for their new department.

5.1. Employees who are on promotional lists and are involuntarily reassigned/transferred from one department to another:

(a) shall have their names transferred to the list of their new department provided the same or comparable examination was given to establish the list in both departments. Their place on the new list shall be based upon their final adjusted mark on the examination.

(b) shall have their names transferred to the bottom of the list of their new department if they did not take the same or comparable examination.

(c) shall, if a list does not exist for the department to which they are reassigned/transferred, have their names transferred to a newly established list.

When an employee is placed on the list for his/her new department, he/she shall be taken off the list of the department from which he/she has been reassigned/transferred.

## ARTICLE IX. HOURS OF WORK.

The regular schedule of working hours for all employees covered by this Agreement shall be seven (7) hours daily. All shortened work day schedules shall begin on the same day as New York City Mayoral Agencies and terminate each year on Labor Day. No shortened work day shall be granted to any employee until the employee has completed one year of service.

At all times throughout the year all necessary operations must be

adequately earned. In cases where it is not possible, because of the needs of the service, to release an employee, such employee shall be required to work overtime and shall be compensated in accordance with the provisions of Article X, Section 8.1.

**ARTICLE X. LEAVE REGULATIONS.**

**1. Applicability of Regulations.**

1.0 The rules and regulations contained herein shall apply to all employees of the Authority in titles covered by this Agreement.

**2. Annual Leave Allowance.**

2.0 A combined vacation, personal business and religious holiday leave allowance shall be established, which shall be known as "Annual Leave Allowance."

2.1 A. "Annual Leave Allowance" shall be granted to permanent employees appointed prior to July 1, 1985:

<u>Category</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
Employees who have completed 15 years of service	27 Work Days (5 weeks & 2 days)	2 1/4 days
Employees who have completed 8 years of service	25 work days (5 weeks)	2 days plus 1 additional day at the end of the vacation year
All other employees	20 work days (4 weeks)	1-2/3 days

On beginning his/her eighth year of full time paid service, an employee will start to accrue annual leave allowance at the rate of 25 work days per year (two (2) days per month and one (1) day at the end of the vacation year), and on beginning his/her fifteenth year of service, he/she will accrue annual leave at the rate of twenty-seven (27) work days per year (two and a quarter (2 1/4) days per month) not to exceed in either case, the maximum allowance of twenty-five (25) work days and twenty-seven (27) work days respectively.

B. The annual leave allowance for employees hired on or after July 1, 1985 shall accrue as follows:

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1st year	10 work days	1 day per month after the first 2 months

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 2nd year	13 work days	1 day per month plus 1 additional day at the end the 2nd year
At the beginning of the employee's 3rd year	13 work days	1 day per month plus 1 additional day at the end the 3rd year
At the beginning of the employee's 4th year	15 work days	1.25 days per month
At the beginning of the employee's 5th year	20 work days	1-2/3 days per month

2.2 There shall be a pro-rating of the above allowances for employees with different work weeks.

2.3 For the earning of annual leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Workers' Compensation payments shall be considered as time "served" by the employee. In the calculation of "annual leave credits", a full month's credit shall be given to an employee who has been in full pay status for at least 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 30 calendar days in the vacation year, he/she shall lose the annual leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave credits under this rule for several months in the vacation year because he/she has been in full pay status for fewer than 15 days in each month, but accumulates during said months a total of 30 or more calendar days in full pay status, he/she shall be credited with the annual leave credits earnable in one month for each 30 days of such full pay status.

2.4 Calculation of annual leave credits for vacation purposes shall be based on a year beginning May 1st, hereafter known as a "vacation year." All annual leave allowance of an employee to an employee's credit on April 30th and not used in the succeeding vacation year may be carried over as provided below, only with the approval of the Department Head. Any such time not used within the prescribed period may be added to the employee's sick leave balance. An employee will be permitted to carry over ten (10) (five (5)) days annual allowance from one vacation year to the succeeding vacation year.

Up to 15 (10) days of annual leave may be carried over for one vacation year to another where the employee has requested the carry-over and established that a special and unusual need exists and that it is reasonable to allow the carry-over in order to meet that need. At the end of the following vacation year, the employee may not carry over more than the ten (five) days normally permitted for carry-over. However, the Authority may authorize additional carry-over at its discretion.

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

2.5. The normal unit of charge against annual leave allowance for vacation and personal business shall be one-half day. Smaller units of charge are authorized for time lost due to tardiness, religious observance, and for time lost by employee representatives duly designated by the Union and engaged in the following types of union activity:

- a. Attendance at union meetings or conventions.
- b. Organizing and recruitment.
- c. Solicitation of members.
- d. Collection of union dues.
- e. Distribution of union pamphlets, circulars and other literature.

Units of one (1) hour may be charged against annual leave allowance provided permission of the Department Head is obtained on the previous workday or earlier. The use of annual leave in this manner will be limited to a total of twenty-one (21) hours during the vacation year. The Transit Authority is authorized to make such other exceptions as are warranted.

2.6 Earned annual leave allowance shall be taken by the employees at a time convenient to the department. When an employee makes a request for use of annual leave at least one (1) month in advance, and such request is disapproved, such disapproval shall be in writing. This provision shall in no way change any existing departmental policy which mandates submission of annual leave requests at the beginning of the vacation year.

In exceptional and unusual circumstances, the Assistant Vice President, Labor Research and Negotiations (Labor Relations), or his/her designee, may permit use of annual leave allowance before it is earned, not exceeding two (2) weeks.

The Authority shall provide advance vacation pay for employees who request such advance pay six (6) weeks prior to a vacation scheduled to last two (2) weeks or longer.

Attendance records and vacation schedules in all departments and time records and reports submitted to the Payroll Department shall in all respects

conform with these rules.

2.7 (a) Where certification of eligible lists permits, provisional and temporary employees shall have the same annual leave benefits as regular employees except that they may not be permitted to use annual leave allowances for other than religious holidays until they have completed four months of service.

(b) 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 allowance 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.

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

2.8 Penalties for unexcused tardiness may be imposed by the Transit Authority in conformance with established rules of the Authority. As a minimum, however, all unexcused tardiness both in the morning and upon return from lunch shall be charged to the annual leave allowance.

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

In the event of a City-wide emergency affecting all Transit Authority employees similarly, the Authority shall establish a uniform policy for employees covered by this Agreement with respect to excusal of lateness.

2.9 (1) (a) Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one day of terminal leave for each two days of accumulated sick leave up to a maximum of one hundred and twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

(b) Any employee who, as of January 1, 1975, had a minimum of fifteen (15) years of service as of said date, may elect to receive upon retirement a terminal leave of one calendar month for every ten (10) years of service prorated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974 in excess of an average annual usage of six days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled at the time of retirement, if the employee chooses to receive terminal leave under this paragraph.

(c) In a case where an employee has exhausted all or most of his/her accrued sick leave due to a major illness, the Department Head in



his/her discretion, may apply two and one-fifth work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave.

(d) Employees in positions subject to this Agreement shall receive a terminal vacation with pay in accordance with Paragraph 2.9 (3) (b).

(e) Terminal leave granted under the terms of this Agreement shall be in addition to terminal vacation, as set forth in Paragraph 2.9 (3) (b).

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

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time earned subsequent to March 15, 1968 and retained pursuant to this Agreement verifiable by official records of the Authority, to a maximum of two hundred (200) hours.

2.9 (3) (a) A vacation with pay will be granted each year to each employee of the Transit Authority as hereinabove provided, at such time within the year as the Authority shall fix and determine. The twelve months period within which such vacations will be granted and allocated is referred to in this Rule as the vacation year. Vacations may be spread over the entire twelve months of the vacation year whenever the Authority deems this advisable in the interest of efficiency or economy. The amount of vacation allotment in weeks or days will be computed on the basis of the time and the duration of active employment prior to the beginning of the vacation year. For the purpose of this rule, periods of leave of absence without pay for one month or more, except where such leave of absence shall have been for ordered military duty, shall not be deemed to be active employment.

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

(1) where the employee's services are terminated or suspended through no fault of his/her own, or because of his/her induction into the Armed Forces of the United States, or

(2) where the employee, who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service, make a request therefor. Terminal vacation shall be computed as provided in the monthly accruals in Section 2.1.

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

(d) Terminal vacation shall be paid on the basis of a normal work day. No holiday pay shall be granted for any of the stated holidays provided under Section 6.0, which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/she is separated from the service during such year. The allowance of such terminal vacation shall be conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him/her, shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

(e) An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave. He/she must be in active service immediately preceding the period for which he/she is granted a vacation. In the event, however, that an employee is taken sick and on that account stops work before he/she has had his/her vacation for the vacation year in which the illness commences, he/she may elect subject to approval by the head of his/her department, to take such vacation. When a leave of absence due to illness begins in one vacation year and extends into his/her next succeeding vacation year, an employee may, subject to approval by the head of his/her department, elect to take the vacation due him/her in such later vacation year. However, such election under this rule shall apply only to complete vacation due to employee at the time of his/her request, and no grant shall be made of only a portion of a vacation allowance.<sup>1</sup>

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

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

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<sup>1</sup> 2.9.(3) e last sentence, is understood to mean that if an employee chooses to use his/her annual leave while on extended sick leave, he/she shall use his/her whole allowance and will not be permitted to use only part of his/her allowance.

### 3. Sick Leave Allowance.

3.0 Sick leave allowance of one day per month of service shall be credited to permanent employees, provisional employees and temporary employees, and shall be used only for personal illness of the employee.

3.1 In no one year will any 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 under paragraph 3.0 above.

3.2 (a) Sick leave may be granted in the discretion of the Authority and proof of disability must be provided by the employee, satisfactory to the Authority. If a representative of the Authority calls at the place where the absent employee gave notice that he/she could be found during his/her illness, or in the absence of such notice, calls at the home of the absent employee and cannot find him/her, the absent employee will be deemed to be absent without leave. Such employee will not be granted sick leave and will be subject to appropriate disciplinary action.

(b) In a case of 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 days, must be accompanied by medical proof satisfactory to the Transit Authority and upon a form to be furnished by the Authority, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. This rule will not in any way relieve the employee from complying with subdivision (d) of this rule, as well as subdivision (c) of Rule 5 - Rules and Regulations Governing Employees Engaged in Operation.

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

The failure to cause notice to be given as herein provided shall not be excused unless the Authority is convinced that special circumstances made it impossible and 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 Transit Authority who finds the employee able to work, there will be no deduction made for that day in the current pay period but the Authority may deny payment after review and deduct pay for such day in a subsequent pay period.

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

In the 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 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 30 calendar days in the vacation year, he/she shall lose the sick leave credit earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 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 15 days in each month, but accumulates during said months a total of 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 30 days of such full pay status.

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

3.5 At the discretion of the Department Head, 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 manner by the nature and extent of illness and the length and character of service.

3.6 In order to be granted a paid or unpaid leave of absence on account of illness, an employee must file a written application therefor, on a form provided by the Authority, within three (3) days after his/her return to work, but this form may be filed during the period of his/her absence if such absence is for an extended period. The application for sick leave must include a true statement of the cause of the applicant's absence from work, including the nature of his/her illness or disability, and must be made to the Authority through the applicant's appropriate superior. If the application is for more than two (2) days, it must comply with the provisions of Section 3.2 (c) hereof.

An employee on annual leave may charge such time to sick leave during a period of verified hospitalization.<sup>2</sup>

No sick leave will be granted for illness due to indulgence in alcoholic liquors or narcotics, except as permitted by Transit Authority policy as issued by the President of the Authorities.

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.<sup>3</sup>

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.

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

#### 4. Other Authorized Absences With Pay

4.0 Absence of permanent employees, provisional employees and temporary employees for the reasons indicated in subdivisions (a) (b) (c) and (d), hereof, shall be excusable without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Department Head:

(a) Absence not to exceed four work-days in the case of death in the immediate family. Immediate family shall be defined for this purpose as spouse; natural, foster, step-parents, child, brother or sister; father-in-law or mother-in-law; or any relative residing in the household. When a death in an employee's family occurs while the employee is on annual leave, such time as is excusable for death in family shall not be charged to annual leave or sick leave.

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<sup>2</sup> The term "hospitalization" shall be understood to include serious illness which normally requires hospitalization, as determined by the Transit Authority Medical Department, but due to the circumstances of the particular case, outpatient care has been determined to be adequate. Such illness cannot be related to the employee's annual leave.

<sup>3</sup> This paragraph shall be understood to mean that employees may utilize sick leave either preceding or following a holiday or regular day off or following annual leave. Doctor's lines are required when an employee utilizes sick leave either preceding or following a holiday or following annual leave. Employees cannot go from sick leave to annual leave without returning to duty before going on annual leave.

(b) For Jury Duty. Leave for jury duty shall be granted to the employee provided that he/she endorses his/her check for jury duty to the Transit Authority. An employee, whose jury duty service fees are in excess of his/her regular base earnings for the period of absence while on jury duty, will have such excess reimbursed to him/her. Jury service fees shall include travel allowance granted by City and State courts, but shall exclude travel allowances of other courts.

(c) For attendance at New York City Civil Service examination or for official investigation interview or appointment interview in relation to the resulting eligible list.

(d) To testify at their hearings, under Section 210.2 of the Civil Service Law, provided that after final adjudication, the employee is determined not to be in violation of Section 210—

4.1 Absence of permanent employees, provisional employees and temporary employees for the reasons indicated in subdivisions (a) (b), (c) and (d), hereof, shall be excusable in the discretion of the Transit Authority without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Department Head:

(a) For Court Attendance Under Subpoena or Court Order. Leave to attend court shall be granted when neither the employee nor anyone related to him/her has a personal interest in the case, and when said attendance at court is not related to any other employment of the employee.

(b) For attendance of delegates at State or National conventions of veterans' organization and volunteer firemen's organizations.

(c) Absence required because of Health Department ruling with respect to quarantine.

(d) Absence by employee representatives, duly designated by the Union, acting on matters related to the interests of employees of the Authority, to negotiate with and appear before Authority or City officials and agencies including the Board of Estimate, the City Council and the Department of Personnel.

4.2 Prior notice to and authorization by the Transit Authority or its designated representatives is required for absence under (a) (b), (c) and (d) of Section 4.1. The employee shall give notice to the Transit Authority as soon as possible in all other cases, specified in Section 4.0.

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

### 5. Leave of Absence Without Pay

5.0 (a) A combined confinement and child care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four (4) years of age, either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one (1) instance only. All other confinement and child care leaves of an employee shall be limited to a thirty-six (36) month maximum.

(b) Prior to the commencement of confinement and child care leave an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave. A pregnant employee shall have the option to be continued in pay status for a period of time equal to all or part of her unused accrued sick leave for the period she is unfit to work on account of illness. Time in pay status shall not be included in the confinement and child care leave.

(c) Employees who initially elect to take less than forty-eight (48) months maximum period or the thirty-six (36) months, may elect to extend such leave by up to two (2) extensions, this extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.

(d) A pregnant employee shall be permitted to work as long as she secures approval to do so by the Transit Authority Medical Department. An employee on maternity leave shall be required to report for physical examination before resuming service.

(e) This provision shall not diminish the right of the Transit Authority as set forth in Rules 5.1. of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

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

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

#### 6. Miscellaneous Provisions.

6.0 (a) There shall be twelve (12) guaranteed paid holidays a year, as follows:

New Year's Day	Labor Day
Dr. Martin Luther King Jr.'s Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Personal Leave Day

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when a Department Head deems it necessary to keep facilities open on both Monday and Friday, employees may be scheduled to observe the holiday on either the Monday or Friday. The Department Head shall give employees one (1) month's notice of the date they are to observe a holiday falling on a Saturday or Sunday.

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

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

(d) None of the foregoing provisions in Section 6 shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty days or more, except for absence during paid vacation immediately preceding such holiday. An employee must be in service for thirty days before he/she can receive payment for a holiday. An employee who has performed no work for the Authority during a period of thirty days or more, except for absence during paid vacation immediately preceding a holiday shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

Whenever, under the provisions of Section 6, an employee may be entitled to another day off, without deduction in pay, in lieu of one of the stated holidays above specified, the particular day on which he/she is to be excused from duty must be determined by his/her superior, who, as far as practicable, will consider the preferences of the employee.

(e) If an employee is required to work on any of the twelve (12) holidays guaranteed pursuant to this Section, he/she shall receive 50% cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at his/her regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.

(f) If a holiday designated pursuant to this Agreement falls on a Saturday or Sunday, the 50% cash premium and compensatory time off at the employee's regular rate of pay shall apply only to those employees who are required to work on the Saturday or Sunday holiday. Employees required to work on the Monday or Friday designated by the Department Head for holiday observance pursuant to this Section shall receive compensatory time only. With respect to an employee who is scheduled to work on both the Saturday or Sunday holiday and the day designated for observance: (1) if he/she is required to work on only one of such days, he/she shall be deemed to have received his/her compensatory time off (and he/she shall receive the 50% cash premium when required to work on the Saturday or Sunday holiday); or (2) if he/she is required to work on both such days, he/she shall receive cash premium and compensatory time off at his/her regular rate of pay for all hours worked on the Saturday or Sunday holiday.

(g) However, if the employee is required to work on a holiday which falls on his/her scheduled day off, the employee may choose whether such holiday work is to be compensated by the 50% cash premium and compensatory time off provided for above, or if he/she is otherwise eligible, by the



overtime provisions of Section 8.1 of this Article. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the 50% cash premium and compensatory time off. However, regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Section 8.1.

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

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

(j) Shift differentials and holiday premium pay shall, in all cases, be computed on the individual employee's hourly rate of pay as determined in paragraph (e) of Section 8.1.

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

6.2. Upon transfer of a permanent employee to the Authority from a City agency, or appointment from an eligible list with continuous service in a City agency, sick leave and annual leave balances accrued in such agency shall be credited by the Authority.

Upon transfer of a permanent employee to a City agency or appointment to a City agency from an eligible list with continuous prior service in the Authority, all sick leave and annual leave balances shall be included in the records transferred. All compensatory time due for overtime worked shall be granted to employee prior to the effective date of the transfer except where:

a. The receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records, or

b. The employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer. Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

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

6.4. Subject to limitations of Section 2.7. above, the annual leave allowance and sick leave allowance herein granted shall be applicable to part-time employees on a pro-rata basis.

6.5. If, while in covered employment under the terms of this Agreement, an employee dies, the employer shall notify the beneficiary designated by the employee in his/her personnel folder as to where to apply for benefits which may be available to the employee and as to where claims may be initiated for such benefits.

6.6. The Authority may establish rules relating to leave to meet the specific needs of the Authority but not inconsistent with the provisions of this Agreement as applied to employees covered by this Agreement or with any Civil Service Rules or Regulations.

#### 7. Absence Due to Injury Incurred in the Performance of Official Duties

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

In no case will an employee be granted the allowance above mentioned or be paid more than he/she is entitled to receive under Workers' Compensation Law unless he/she voluntarily, and without any additional allowance therefor, submits from time to time, as he may be requested, to physical examinations by the Authority's Medical Department. Should he/she at any time after the Authority's determination to grant any allowance under the provisions of this Article, refuse to submit to examination by said Medical Department or if, upon examination he/she is adjudged by such Medical Department to be able to perform either his/her own work or lighter work which is offered to him/her and he/she should fail or refuse to perform the same, such refusal shall automatically effect a revocation of any and all allowances theretofore granted to him/her under this Article, and to the extent that the amount of any such allowance shall have already been paid to him/her it shall be treated as an advance payment of, and shall be deducted from, whatever monies may thereafter become due and payable to such employee.

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

No differential pay shall be granted:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 8.0 Shift Differentials

(a) There shall be a shift differential of 10% for all employees covered by this Agreement for all scheduled hours of work between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M.

(b) The above differentials shall apply to an individual employee's salary including educational, assignment, and longevity differentials, if any.

(c) An employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay or compensatory time as provided in Section 8.1.

#### 8.1 Overtime

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

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

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

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

(d) Time for which an employee is in full pay status shall be counted in computing the number of hours worked during the week. If an employee works on a legal holiday all hours of such work shall be considered overtime, except where such holiday is part of a tour of duty on a regular weekly schedule.

(e) The hourly rate of pay shall be computed as presently programmed by the Data Processing Department. For years which are not leap years, the formula is:

$$\frac{\text{Annual Salary} \times 14}{365 \times 10 \times 7}$$

For leap years the formula is:

$$\frac{\text{Annual Salary} \times 14}{366 \times 10 \times 7}$$

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

(f) These overtime provisions shall apply to all covered per annum employees of the Authority working more than half-time, and with permanent, provisional, or temporary status whose annual gross salary, including overtime, is not in excess of: Effective July 1, 1988 the overtime cap shall be \$41,730. Effective July 1, 1989 the overtime cap shall be \$43,817.

This Agreement may be reopened, on or after July 1, 1989 (1986) for the sole purpose of negotiating new overtime caps consistent with caps applicable to employees of the City of New York, in the same titles.

These limitations respecting the amount set forth above shall apply to overtime worked between 30 and 40 hours. Any overtime worked in excess of 40 hours shall be compensated in cash at the rate of time and one-half, if required by applicable law.

(g) Employees shall not be required to suspend work during regularly scheduled tours of duty to absorb overtime.

(h) Except in an emergency situation, when authorized and ordered by a department head, no employee shall be required to actually work more than two (2) consecutive normal work shifts in any twenty-four (24) hour period.

Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least four (4) hours, if eligible for cash payment under Section 8.1 of this Article. Those not eligible for cash payment shall be guaranteed four hours of compensatory time.

Employees who are required, ordered and/or scheduled to stand by in their homes subject to recall, as authorized by a Department Head, shall receive overtime payment in cash for such time on the basis of one-half (1/2) hour paid overtime for each hour of standby time.

(i) Compensatory time off for overtime worked as authorized in this Section shall be scheduled at the discretion of the Department Head.

(j) In emergency situations, the Authority shall have the right, after negotiation with the Union, to apply a variation of these overtime regulations.

(k) All overtime accrued prior to January 1, 1968 shall remain to the credit of the employee in accordance with present practice.

(l) Nothing in this Agreement is intended to modify or affect agreements with the Comptroller or the Office of Labor Relations on prevailing rate determinations providing for paid overtime.

#### 9.0 Death Benefit

In the event that an employee dies on or after July 1, 1970 because of an injury arising out of or in the course of his/her employment through no fault of his/her own, and in the proper performance of his/her duties, a payment of \$25,000 will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the retirement system for ordinary death benefit or, if no beneficiary is so designated, to the estate of the deceased.

ARTICLE XI. MEDICAL AND HOSPITALIZATION AND WELFARE PLANS

(a) The Authority will make available, effective on the date of appointment if the insurance carriers agree, for all permanent Authority employees who have not yet attained age seventy (70), and who are employed in the titles covered by this Agreement, an opportunity each year to elect coverage either under the "Health Insurance Plan of Greater New York, Inc." (HIP/HMO) or coverage under Group Health Insurance, Inc. (GHI) (Type C Plan, with \$7.00 office visit allowance) and Blue Cross and Blue Shield of Greater New York (21 Full Benefit Days, 180 Half Day Plan), or coverage under GHI Comprehensive Benefits Program (CBP) and Blue Cross/Blue Shield (21 Full Benefit Days, 180 Half Day Plan), or Blue Cross/Med-Team; or no coverage.

The benefits set forth above shall be made available at no cost to the employee.

(b) In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and the Deficit Reduction Act (DEFRA), all active employees and employees spouses between the ages of 65 and 69 will have the same choice of health plans as employees under the age of 65. These employees may choose to have Medicare as secondary to the coverage provided above, or Medicare as primary coverage with no other coverage provided by the Authority. Only in the event that an employee chooses Medicare as primary coverage, will the Authority reimburse him/her for the Medicare premiums. The same choice will exist for an employee's spouse.

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

(d) The Authority shall contribute in a lump sum, to the Union's Health and Security Fund, an amount equal to the difference between the rate of \$625 and \$525 per year per employee, or proration thereof, for the period of July 1, 1984 to June 30, 1985. Effective July 1, 1985, the Authority shall contribute at the rate of \$675 per year per employee to the Union's Health and Security Fund. On July 1, 1986, there shall be a one-time lump sum payment of \$25 per full-time per annum employee.)

(d) Effective July 1, 1987, the Authority shall contribute to the Union's Health and Security Fund at the rate of \$725 per year per employee. Effective July 1, 1988, the Authority shall contribute at the rate of \$775 per year per employee. Effective July 1, 1989, the Authority shall contribute at the rate of \$825 per year per employee. The above listed Health and Security Fund contributions will be paid for new hires after the completion of two (2) months of the employee's probationary period.

1970, and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Authority and the certified Union representing such employees, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Authority through such program.

(f) The Authority will provide health and hospitalization coverage to retirees from titles covered by this Agreement and their spouses to the extent that an agreement can be made with the City of New York in accordance with the Authority's letter of November 3, 1966 on this subject. Where the retiree or spouse is a pensioner having Medicare Part "B" deducted from his/her Social Security check, the Transit Authority will reimburse the retiree annually for such premiums paid up to a maximum of \$19.53 per month for 1989 and \$27.90 per month for 1990 and thereafter.

Effective with the reopener period for Health Insurance subsequent to January 1, 1980, and every two (2) years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Authority and the City. The Union will assume the responsibility of informing retirees of this option.

(g) The Authority where possible will hold a reopener during which employees in titles subject to this agreement may choose coverage under the plan of benefits at the same time as the City of New York. The Authority will further, as soon as practicable, provide coverage under the existing plan of benefits, to employees in the titles subject to this agreement who have been provisionally employed continuously by the Authority for a period of more than three (3) months and, in the future, will provide such coverage to such employees effective the first day of the month next succeeding the completion of three (3) months of such continuous provisional service.

(h) The Communications Workers of America or Local 1180 may, pursuant to a separate agreement between the Authority and the certified Union, utilize a portion of its Welfare Fund contributions to provide prepaid legal services for employees.

(i) Subject to a separate agreement between the Authority and the Union, the Union shall be entitled to receive such separate contributions as may be provided in this Agreement for welfare and training benefits as a contribution to a trusteed Administrative Employee Benefit Fund. Such contributions shall be held by the trustees of that Fund for the exclusive purpose of providing, through other trusteed funds, welfare, training and legal service benefits for the employees so covered as well as any other benefits as the Authority and the Union may agree upon. The Authority shall have the right to review and approve the distribution of funds to and the level of benefits provided by the Fund or individual funds.



(j) Employees eligible to receive Medicare payments may not receive reimbursements for such charges that exceed the monthly rate of \$19.53 for 1989, and \$27.90 for 1990 and thereafter. The Union may reopen for the purpose of negotiating similar changes, if the City of New York grants its employees such changes during the term of this Agreement.

(k) For the term of this Agreement, changes in basic health coverage will be consistent with changes in City basic health coverage, where feasible.

ARTICLE XII. EXISTING CONDITIONS.

(a) The Union agrees not to seek any changes in wages and working conditions during the term of this Agreement, except to the extent the City of New York may grant to its employees changes in working conditions during such term. In the event of changes in these items, the Union may reopen this Agreement for the sole purpose of discussing similar changes.

(b) The Authority agrees to maintain existing working conditions, including those relating to sick leave and annual leave, during the term of this Agreement except to the extent the City of New York may, during such term, grant to its employees changes in working conditions including those relating to sick leave and annual leave, in which event the Union may reopen for the purpose of negotiating similar changes.

ARTICLE XIII. NO STRIKE CLAUSE.

The Union covenants that during the term of this Agreement there shall be no strike, sitdown, slowdown, stoppage of work, or willful abstinence, in whole or in part from the full, faithful, and proper performance of the duties of the employees authorized or sanctioned by the Union. This covenant is entered in consideration of the covenants of the Authority herein contained and is in addition to any legal prohibition against strikes by public employees.

ARTICLE XIV. MEAL ALLOWANCES.

The Authority shall continue to pay a meal allowance in accordance with the provisions of its existing resolutions, regulations, and practices providing for meal allowances to employees who are required to and do work overtime.

Effective January 1, 1987, meal allowance shall be paid according to the following schedule:

Continuous Overtime Hours		Meal Allowance
Regular Work Day	Regular Day Off	
2		\$ 5.50
	3	\$ 5.50
6		\$ 8.25
	7	\$ 8.25
10		\$11.75
	11	\$11.75
14		\$15.25
	15	\$15.25

In accordance with Article X, Section 8.1 hereof, employees who are paid in cash for overtime may not credit such time for meal allowances. Time taken for obtaining and eating meals shall not be considered as working time or counted in determining the number of hours worked.

ARTICLE XV. CAR ALLOWANCES.

Compensation to employees for authorized and required use of their own automobiles shall be at the rate of twenty-three (23) cents per mile with a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported by mass transit.

The Union shall have the right to request to reopen negotiations on this Article for the limited purpose of negotiating a mileage allowance equivalent to that granted to similar titles in the City of New York should that mileage allowance be increased during the term of this Agreement.

ARTICLE XVI. EVALUATION, PERSONNEL FOLDERS, AND INTERVIEWS.

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

An employee shall be permitted to view his/her personnel folder once a year and when an adverse personnel action is initiated against the employee by the employer. The viewing shall be in the presence of a designee of the employer and held at such time and place as the employer may prescribe.

If an employee finds in the employee's personnel folder any material prepared after July 1, 1976 relating to the employee's work performance or conduct in addition to evaluatory statements, the employee shall have the right to answer any such material provided that the incident related or discussed in such material was not the subject of a disciplinary hearing. The employee's answer shall be attached to the file copy.

2. When a permanent employee is summoned to any interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command the following procedure shall apply:

(a) Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held,

and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.

(b) Whenever such employee is summoned for an interview or hearing for the record which may lead to disciplinary action, he or she shall be entitled to be accompanied by a Union representative or a lawyer, and he or she shall be informed of this right. If a statement is taken, he/she shall be entitled to a copy.

(c) Whenever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

(d) The Section shall not affect current procedures of the New York City Transit Police Department in connection with an investigation which may lead to criminal charges.

#### ARTICLE XVII. WAGES

During the term of this Agreement, the Authority will grant to employees in the titles subject to this Agreement such salary adjustments as are granted by the City of New York to employees in the same titles.<sup>4</sup>

#### ARTICLE XVIII. MISCELLANEOUS WORKING CONDITIONS

The Authority agrees to provide adequate, clean, safe and sanitary working conditions, in conformance with minimum standards of applicable law.

The Authority agrees, where other first-aid facilities are not available, to maintain first-aid kits readily available to employees covered by this Agreement.

Where orientation kits are supplied to new employees, the Union will be permitted to include in the kits Union literature, provided such literature is first approved by the Department of Labor Relations of the Authority.

The Authority agrees to prepare a contingency plan for assignment of handicapped employees during major failures of public transportation. Such plan will be prepared after the Authority reviews similar plans prepared by City agencies.

#### ARTICLE XIX. UNION NOTIFICATION REQUIREMENTS

The Authority agrees to make available to the Union copies of existing departmental organization charts which contain references to titles represented by the Union and which are prepared in accordance with Authority budget procedures.

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<sup>4</sup> The Authority will enforce the provisions of the New York City Office of Municipal Labor Relations L.R.O. 84/1 with respect to assignment levels.

The Authority agrees that representatives of the Union shall upon request, be immediately informed, in writing, of all vacant positions for employees covered by this Agreement.

The Authority agrees to furnish to the Union, once a year between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Social Security number and Department Code number, as of December 31st of the preceding year.

The duly certified Union Representative shall be notified in advance of any change in job specifications in any title certified to such Union. Such change shall be posted in all affected departments for thirty (30) days after implementation.

#### ARTICLE XX. LABOR-MANAGEMENT AND HEALTH AND SAFETY COMMITTEE.

There shall be established a joint Labor-Management and Health and Safety Committee composed of three Labor representatives and three Management representatives. Union representatives shall be designated from the Labor Organization signatory to the Agreement. The Management representatives shall be designated by the Assistant Vice President, Labor Relations.

The Committee shall meet at the request of either party on at least one week's notice for the purpose of discussing Labor-Management and Health and Safety problems and to make recommendations to the Authority. At least one week in advance of a meeting the party calling the meeting shall provide to the other party a written agenda of the matters to be discussed. Matters subject to the grievance procedure shall not be appropriate items for consideration by the Labor-Management Committee. One member of the committee shall be designated to keep minutes for that meeting. A majority of the total membership of the committee shall constitute a quorum. The committee shall make recommendations in writing to the Authority for its approval.

#### ARTICLE XXI. MEDICAL DISABILITY AND DISQUALIFICATION

Any employee who is required to take a medical examination by the Authority's Medical Department, to determine if he/she is physically capable of performing in a reasonable manner the activities involved in his/her job, and who is not found to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of his/her disability. If a suitable position is not available, the Authority shall offer him/her any available opportunity for transfer to another title for which he/she may qualify by the change of title procedure followed by the City Department of Personnel Director pursuant to Rule 6.1.1 of his/her Rules or by noncompetitive examination offered pursuant to Rule 6.1.9 of said rules.

If such an employee has ten years or more of retirement system membership service and is considered permanently unable to perform in a reasonable manner the activities involved in his/her job and no suitable in-title position is available, he/she shall be referred to the New York City Employees' Retirement System and recommended for ordinary disability retirement.

## ARTICLE XXII. AGENCY SHOP FEES

(a) Any employee appointed after the signing of this Agreement who chooses to join the Union or one of its affiliated locals shall indicate, in writing, within thirty (30) days of the employee's appointment, on a form approved by the Employer, that such employee chooses to join the Union or one of its affiliated locals. On the first pay day following the employee's appointment, an agency shop fee shall be deducted from the salary of employees who do not choose to become members and from the salary of employees whose membership has not yet become effective.

(b) An employee, who is a member or who becomes a member in accordance with paragraph (a) and subsequently terminates such membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date on which the Assistant Vice President, Labor Research and Negotiations (Labor Relations) gives effect to a revocation of authorization for dues deduction.

(c) The agency shop fee for each employee covered by this Agreement shall be deducted from his/her regular pay check and shall be in an amount equal to the periodic dues levied by the appropriate affiliated local of the Union.

(d) The Union shall have the exclusive right to the deduction and transmittal of the agency shop fee. The Employer shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fees collected less deduction of costs and the same rates as are provided for the check-off of membership dues.

(e) Changes in the amount of an agency shop fee deduction shall be effective at the same times as is the practice with changes in membership dues deductions, but no fewer times than the first payroll subsequent to January 1 or July 1 following the date on which notice of such change is furnished as provided in paragraph (f). Request for changes in the rate of agency shop fee deductions shall be filed by the Union not less than two (2) months before such effective date. However, subject to the approval of the Assistant Vice President, Labor Research and Negotiations (Labor Relations), the Union may request during other periods of the year changes in the amount of agency shop fee deductions to be effected not less than two (2) months after such request is filed.

(f) Notices of changes in the amount of agency shop fee deductions must be furnished by the Union to the Assistant Vice President, Labor Research and Negotiations (Labor Relations), together with the certified copies of any resolution of the Union authorizing such change in amount of agency shop fee deductions, and certified copies of any instruments of such change necessary or ordinarily required to be filed with any governmental agencies.

(g) Agency shop fee deductions will be applied to regular payrolls only.

(h) In cases of unearned salaries or wages of employees covered by this Agreement refunded to appropriation accounts, and in cases of salaries or wages of employees covered by this Agreement 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.

(i) The Union shall refund to the employees any agency shop fees deducted and transmitted to the Union for employees who are in titles or positions which are not included in any collective bargaining unit or for employees in titles or positions who do not have the right to bargain collectively.

(j) No assessments of any kind or nature will be collected through the agency shop fee deduction.

(k) The Authority shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment, and the Union shall agree in writing to hold the Authority harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the Union.

(l) In instances of employees earning insufficient compensation, agency shop fee deductions will be considered last in arithmetic sequence; therefore, where residual amount of pay after other deductions is less than the full amount of the agency shop fee deduction, no fractional amount of agency shop fee deductions will be made nor carried over for deduction in any subsequent payroll period.

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

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

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

(p) Disputes relating to agency shop fee deductions or to their use shall not be arbitrable under this Agreement, nor shall they be subject to any grievance procedure provided therein, except to the extent that the Authority shall have failed or refused to make such deductions and to transmit the same to the Union as herein provided or the Union shall have failed or refused to comply with the provisions hereof.

#### ARTICLE XXIII. TRAINING FUND.

A Training Fund contribution at the rate of twenty-five dollars (\$25) per annum shall be made to the Communications Workers of America, Local 1180, Education Trust Fund on behalf of each full time per annum incumbent in the title of Principal Administrative Associate (Levels II and III) or predecessor titles.

The above contributions shall be made in accordance with the provisions of the Education Trust Fund Agreement.

#### ARTICLE XXIV CONTRACTING OUT

The union will be informed of "contracting out" or "farming out of work" before final approval, whenever practicable, when such work involves employees covered by this Agreement.

#### ARTICLE XXV CITY-WIDE ISSUES

The parties agree to re-open discussions on the following topics should the City effect changes during the term of this Agreement: leave regulations, meal allowances, car mileage allowance, career development, terminal leave lump-sum payments, assignment differentials, timely payments, accrual of personal leave day, child care provisions, ability to grieve out-of-title work, and temperature conditions.

#### ARTICLE XXVI. DRUGS/CONTROLLED SUBSTANCES AND ALCOHOL POLICIES

The Authority's Policy Instructions, 6.0.3, and 6.9, concerning Drugs and Controlled Substances and Alcohol, respectively, are hereby incorporated into and become part of this Agreement. The Drugs and Controlled Substances Policy is set forth in Appendix A. The Alcohol Policy is set forth in Appendix B.

The Union agrees that, if failure by the Authority to comply with any legislation, enacted by either the federal or state government, or any regulation, promulgated by either the federal or state government, 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 Instructions 6.0.3, and 6.9 which would be necessary for the Authority's compliance with the legislation or regulation. This provision shall not prevent the Authority from modifying such Policy Instructions where any legislation or regulation pertaining to the use or possession of drugs, controlled substances or alcohol does not allow the Authority discretion as to implementation. Furthermore, nothing in this Article shall prevent the Authority from modifying such Policy Instructions based on operational necessity or other factors and pursuant to discussions with the Union.

#### ARTICLE XXVII. ANNUITY PLAN

Employees in titles represented by the Union (as listed in Article II of the Agreement) shall have the opportunity to participate in a 457 Tax Deferred Annuity Plan as allowed by law. Such opportunity shall be made available as soon as practical following Union ratification and MTA Board approval.

#### ARTICLE XXVIII. 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 XXIX. TERM OF AGREEMENT.

Except as otherwise herein provided and subject to the approval of the Financial Control Board, this Agreement shall be effective July 1, ~~1988~~ (1985) and shall continue in full force and effect until June 30, ~~1991~~ (1988), 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. Negotiations for a new contract shall begin sixty (60) days before the expiration date set forth herein.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

APPROVED AS TO FORM

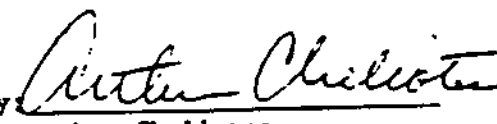
By: \_\_\_\_\_  
Albert C. Cosenza  
General Counsel

NEW YORK CITY TRANSIT AUTHORITY

By: \_\_\_\_\_  
Peter E. Stangl, Chairman

By:   
Alan F. Kieffer, President

COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1180, AFL-CIO

By:   
Arthur Cheliotas  
President, Local 1180



September 1, 1982

Mr. Arthur Cheliotas  
President  
Communications Workers of America, Local 1180  
80 Pine Street  
New York, N.Y. 10005

Dear Ms. Cheliotas:

At the conclusion of the 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 having the same force and effect as if contained in the contract.

Where practicable, the Authority will provide notice to the Union, where technological changes impact upon employee's working conditions ninety days prior to implementation. However, in no case will that notice be less than thirty days.

In addition, at the conclusion of previous 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 letters of understanding. These items are as follows:

FLEXTIME

The Labor/Management Committee shall consider the feasibility of implementing flextime scheduling in various departments or subunits thereof. Where the Committee has determined that such a schedule may be feasible, recommendations as to the terms of the schedule shall be submitted to the Department Head. The Department Head shall have the sole right to accept the recommendations, or make revisions thereto, or determine that flextime is not

appropriate for his department. The decision of the Department Head shall not be subject to review under Article VI of the contract.

PARKING

Where feasible the Authority shall establish a procedure to permit parking for employees when they are required to work overtime at locations where parking facilities are available.

PAYROLL DEDUCTIONS

Where deductions are to be made from an employee's paycheck, the Union may request that the deductions be spread over more than one pay period.

This procedure shall be available to the Union only for employees who have worked during the pay period covered by the paycheck from which the deduction is being made.

Requests shall be considered in light of current Authority policy.

SECURITY

Issues concerning security at the Authority's Jay Street building may be referred to the Labor/Management Committee.

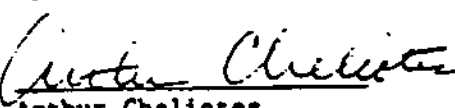
SEXUAL HARASSMENT

The Union and Management will not tolerate sexual harassment. Complaints of sexual harassment shall be submitted to the Labor/Management Committee for resolution.

\_\_\_\_\_  
Peter E. Stangh, Chairman

  
\_\_\_\_\_  
Alan F. Kiepper, President

Agreed to:

  
\_\_\_\_\_  
Arthur Cheliotas  
Communications Workers of America

Appendix E-1

NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject <b>DRUGS AND CONTROLLED SUBSTANCES</b>	Classification <b>Administrative</b>	Covers all <b>D.C. 37, CSTG &amp; CMA Represented Employees</b>	
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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 employees represented by D.C. 37, AFSCME including the Civil Service Technical Guild.

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 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 (marijuana), heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, phenobarbital, or valium.

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

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject <b>DRUGS AND CONTROLLED SUBSTANCES</b>	Classification Administrative	Covers all D.C. 37, CSTG & CWA Represented Employees	
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- 4.3 Marijuana - (Marijuana) - means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- 4.4 Medical Authorization - A prescription or other writing from a licensed physician or dentist for the use of a Drug in the course of medical treatment, including the use of methadone in a certified drug program.

5.0 REPORTING AND TESTING OF CONTROLLED SUBSTANCES, DRUGS AND MARIJUANA

Reporting

- 5.1 Each employee is under an affirmative obligation to report to the Authority's medical department his/her use or possession of any Controlled Substance or Drug. Each employee must also report the use of any other drug or substance, whether or not used pursuant to proper medical authorization, which may impair job performance or pose a hazard to the safety of others. Questions concerning the effect of a Drug on performance should be referred to the Authority's Medical Department.
- 5.2 Each employee shall provide evidence of medical authorization upon request. The failure to report the use of such Drugs or Controlled Substances to the Medical Department as described in 5.1 above, or the failure to provide evidence of medical authorization upon request will result in disciplinary action and may be deemed proper grounds for dismissal. The Medical Department shall notify the employee's Department Head as appropriate.

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject DRUGS AND CONTROLLED SUBSTANCES	Classification Administrative	Covers all D.C. 37, CSTG & CWA Represented Employees	
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Testing

5.3 Employees of the Authority classified as safety sensitive shall submit to Drug/Controlled Substance 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 Periodic physicals as determined by the Authority;

5.3.3 Physical examinations for promotion to a safety sensitive position;

5.3.4 When directed by members of supervision or management where there is reasonable suspicion of drug use which shall be defined as any one of the following:

a) Post incident testing

An incident is an unusual occurrence or aberrant on duty behavior which may reasonably be explained as resulting from the employee's use of drugs or controlled substances.

b) Post accident testing

An accident is an unforeseeable event that can reasonably be attributed to the employee's conduct which results in injury to a person including the person to be tested or damage to a vehicle or property.

c) Observed on-duty use or possession of Drugs or Controlled Substances

d) Extreme changes in work performance, attendance or behavior where such change is not reasonably explained as resulting from causes other than use of Drugs or Controlled Substances.

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject DRUGS AND CONTROLLED SUBSTANCES	Classification Administrative	Covers all D.C. 37, CSTG & CMA Represented Employees	
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- 5.3.5 When a Drug or Controlled Substance has been identified in a prior test, and less than one year has elapsed since the employee's successful completion of the EAP, and, where applicable, the employee has been restored to duty;
- 5.3.6 When supervision or management has reason to believe that the employee is impaired by virtue of being under the influence of alcohol, Controlled Substances, including marijuana, Drugs or any other substance.
- 5.4 Employees of the Authority classified as non-safety sensitive shall submit to Drug/Controlled Substance screening testing when ordered to do so in the following circumstances:
- 5.4.1 Back-to-work physicals after unauthorized absences (21 or more days) or if the employee is returning to work after having been previously identified as being drug positive;
- 5.4.2 Biennial and/or annual periodic physicals;  
(At the present time no titles represented by D.C. 37 are subject to periodic physicals.)
- 5.4.3 Physical examinations for promotion from a non-safety sensitive to a safety sensitive title;
- 5.4.4 When directed by members of supervision or management where there is reasonable suspicion of drug use which shall be defined as any one of the following:
- a) Post incident testing

An incident is an unusual occurrence or aberrant on duty behavior which may reasonably be explained as resulting from the employee's use of drugs or controlled substances.

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject DRUGS AND CONTROLLED SUBSTANCES	Classification Administrative	Covers all D.C. 37, CSTG & CWA Represented Employees	
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b) Post accident testing

An accident is an unforeseeable event that can reasonably be attributed to the employee's conduct which results in injury to a person including the person to be tested or damage to a vehicle or property.

c) Observed on-duty use or possession of Drugs or Controlled Substances

d) Extreme changes in work performance, attendance or behavior where such change is not reasonably explained as resulting from causes other than use of Drugs or Controlled Substances.

5.4.5 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:

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

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject DRUGS AND CONTROLLED SUBSTANCES	Classification Administrative	Covers all D.C. 37, CSTG & CMA Represented Employees	
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6.2 Refusal to take such test(s) as provided for under paragraph 5.3 herein will be deemed an admission of improper use of Controlled Substances or Drugs and will result in dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

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.

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.

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject  DRUGS AND CONTROLLED SUBSTANCES	Classification  Administrative	Covers all D.C. 37, CSTG & CWA Represented Employees	
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- 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 the essential duties of 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 and will not be eligible for restoration under the provisions of Section 9.0, except where the second positive test occurs two or more years after successful completion of counseling as determined by EAP. The foregoing with respect to restoration following a dismissal may only be applied once (i.e., any subsequent drug/controlled substance/alcohol finding in any time frame will result in a final dismissal).

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:

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject DRUGS AND CONTROLLED SUBSTANCES	Classification Administrative	Covers all D.C. 37, CSTG & CWA Represented Employees	
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- 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. Where an employee chooses to send his/her sample to a laboratory that does not appear on the above list, Section 7.7 shall not apply. However, the Authority shall receive a copy of the laboratory test results.
- 7.4 The selected laboratory shall be responsible for the pick-up and transport of the sample.
- 7.5 The selected laboratory shall fill out a chain of custody form which will be submitted with the test results.
- 7.6 The employee shall be solely responsible for the cost of transport and the cost of all laboratory tests requested. All arrangements for payment shall be made by the employee with the laboratory.
- 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.

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject  DRUGS AND CONTROLLED SUBSTANCES	Classification  Administrative	Covers all D.C. 37, CSTG & CMA Represented Employees	
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- 8.2 EAP 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 EAP program. Such notification shall be in writing.
- 8.3 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.
- 8.4 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.
- 8.5 Employees referred to 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.

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NEW YORK CITY TRANSIT AUTHORITY  
POLICY / INSTRUCTION

Subject  DRUGS AND CONTROLLED SUBSTANCES	Classification  Administrative	Covers all D.C. 37, CSTG & CHA Represented Employees	
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9.1 The restoration provisions of this policy instruction are not available to employees who are dismissed from service following detection of use of Controlled Substances or Drugs through testing precipitated by an incident which resulted in harm or injury to any person.

9.2 In the absence of an incident which resulted in harm or injury to any person, employees who meet the requirements of Section 9.0 within the time limitations of paragraph 9.3 following the first instance of a positive drug test or second instance, to the extent permitted by 9.3, shall be restored to duty. The dismissal will be rescinded and the time elapsed since the employee's dismissal until the day of restoration will be registered as a suspension without pay.

9.3 Such restoration shall be considered no earlier than one (1) month nor later than one (1) year following such dismissal. An employee may be restored to duty under the provisions of this section only once. A second positive test will result in a final dismissal which will not be subject to such restoration, except where the second positive test occurs two or more years after successful completion of counseling as determined by EAP. The foregoing with respect to restoration following a second positive test may only be applied once (i.e., any subsequent positive drug/controlled substance alcohol finding in any time frame will result in a final dismissal).

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

9.4 Employees dismissed for violating an Authority rule or regulation other than that involving use or possession of Controlled Substances and/or Drugs shall not be eligible for restoration under this P/I.

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NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification		
ALCOHOL	Administration		

1.0 POLICY

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

2.0 PURPOSE

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

3.0 SCOPE

3.1 This P/I shall apply to all CWA represented employees.

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

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NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification		
ALCOHOL	Administration		

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 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.

5.0 TESTING FOR USE OF ALCOHOLIC BEVERAGES

- 5.1 Employees of the Authority shall submit to blood alcohol testing in the following circumstances:
  - 5.1.1 When directed by members of supervision or management following any unusual incident that occurs while on duty;
  - 5.1.2 When supervision or management has reason to believe that the employee is impaired.
- 5.2 Refusal to take such test(s) shall be deemed an admission of being unfit for duty and subject the employee to immediate suspension from duty and may be deemed grounds for dismissal.

6.0 CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES

- 6.1 When someone is found "UNFIT DUE TO INDULGENCE IN AN ALCOHOLIC BEVERAGE" (a positive finding) and the employee has less than one (1) year of service, he/she shall be dismissed from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

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NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification		
ALCOHOL	Administration		

- 6.2 When the blood alcohol finding is positive for an employee with one (1) or more years of service, in the absence of any in-service incident that resulted in harm or injury to any person, the employee, in the first such instance, will be suspended from duty for thirty (30) work days without pay. The employee will be referred to the Employee Assistance Program (EAP) and will be required to participate in counseling. Where EAP recommends restoration to full duty the employee shall be restored to duty following examination by the Authority's Medical Services Department, provided he/she has served the thirty (30) day suspension period.
- 6.3 When the blood alcohol finding is positive for an employee with one (1) or more years of service; following an incident that resulted in harm or injury to any person, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.4 Employees covered by this P/I are covered by the provisions of the Authority's restricted duty policy. Employees who are referred to EAP pursuant to paragraph 6.2 may, where EAP recommends, be temporarily reassigned, placed on a leave or transferred in accordance with the restricted duty policy of the Authority. However, where the EAP does not certify that an employee is fit to perform full duty following one year from the initial positive finding for alcohol, the employee shall be dismissed. The provisions of paragraph 9.0 shall not apply to employees dismissed under this paragraph.
- 6.5 Where an employee is suspended and referred to EAP pursuant to paragraph 6.2 of this policy and EAP reports that the employee has not satisfactorily met the requirements of the EAP program the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

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NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject  ALCOHOL	Classification  Administration		
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- 6.6 If an employee has a second positive finding for alcohol such an employee shall be dismissed.
- 6.7 Where an employee is found to be in possession of an alcoholic beverage while on duty, the employee, in the first such instance, shall be suspended from duty for thirty (30) work days without pay and referred to EAP. If an employee is found to be in possession of an alcoholic beverage while on duty in a second such instance, the employee shall be dismissed.
- 6.8 An employee found in possession of an alcoholic beverage while on duty, who previously was found or subsequently is found positive for alcohol, shall be dismissed. An employee found positive for alcohol and in possession of an alcoholic beverage, in the context of the same factual circumstances, shall be subject to treatment or penalty hereunder as if solely found positive for alcohol.
- 6.9 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, excluding marijuana, such employee shall be dismissed. The provisions of paragraph 9.0 shall not apply to employees dismissed under this paragraph, except where the second positive test occurs two or more years after successful completion of counselling as determined by EAP. The foregoing with respect to restoration following a second positive test may only be applied once (i.e. any subsequent positive drug/controlled substance/alcohol finding in any time frame will result in a final dismissal).
- 6.10 In any case wherein an employee has been found to be positive for alcohol pursuant to paragraph 6.2 of this Policy/Instruction and had previously been detected as having used any controlled substance, excluding marijuana, such employee shall be dismissed. The provisions of paragraph 9.0 shall not apply to employees dismissed under this paragraph, except where the second positive test occurs two or more years after successful completion of

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NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification		
ALCOHOL	Administration		

- 6.10 counselling as determined by EAP. The foregoing with respect to restoration following a second positive test may only be applied once (i.e. any subsequent positive drug/controlled substance/alcohol finding in any time frame will result in a final dismissal).
- 6.11 A combination of two positive findings, one for marijuana and one for alcohol, shall be treated like two positive alcohol findings (See 6.6).

7.0 PROCEDURES FOR MAKING BLOOD SAMPLES AVAILABLE FOR CONFIRMATION TESTING

- 7.1 Employees whose blood alcohol tests result in a positive finding shall have the option of having the results confirmed outside of the laboratories utilized by the Authority.
- 7.2 When an employee or his/her representative requests that a frozen blood sample be sent for confirmation testing outside of the laboratories utilized by the Authority, the following procedure shall apply:
  - 7.2.1 The employee shall submit a written request to the Labor Disputes Resolution Section of the Labor Relations Department including the employee's name, pass number and 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. Requests for confirmation of test results can only be honored if the employee chooses to give sufficient samples at the time the sample is given.

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POLICY/INSTRUCTION

Subject  ALCOHOL	Classification  Administration		
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- 7.2.2 The employee may choose to send his/her sample to any one of the laboratories that appear on a list which is maintained by the Labor Disputes Resolution Section of the Labor Relations Department.
- 7.2.3 The selected laboratory shall be responsible for the pick-up and transport of the sample.
- 7.2.4 The selected laboratory shall fill out a chain of custody form which will be submitted with the test results to the Authority.
- 7.2.5 The employee shall be solely responsible for the cost of transport and the cost of all laboratory tests requested. All arrangements for payment shall be made by the employee with the laboratory.
- 7.2.6 Laboratory test results shall be submitted to the Authority and the employee. Where the positive results rendered by the first laboratory are not confirmed by the second laboratory, the Authority will not proceed with disciplinary action for being unfit due to indulgence in an alcoholic beverage.
- 7.2.7 Where an employee chooses to send his/her sample to a laboratory that does not appear on the above list, Section 7.2.6 shall not apply. However, the Authority shall receive a copy of the laboratory test results.

8.0 EMPLOYEE ASSISTANCE PROGRAM

- 8.1 The Employee Assistance Program shall provide assistance to employees who are referred to it as provided in this P/I. The EAP program will continue to service volunteers.

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NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject	Classification		
ALCOHOL	Administration		

8.2 EAP 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 EAP program. Such notification shall be in writing.

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

9.0 RESTORATIONS

9.1 An employee who has been dismissed from service under this policy, except where the dismissal occurred while the employee was on probation or where restoration is not available under this policy, will be restored to duty pursuant to the terms of this policy if he or she (1) enrolls in a treatment program and is certified by such program or other medical authority as being free from mis-use of alcoholic beverages, controlled substances or drugs; or (2) submits other medical proof satisfactory to the Authority that he or she is not mis-using alcoholic beverages, controlled substances or drugs. Employees desiring to obtain counseling or treatment in a program or under medical authority not under the jurisdiction of the Authority must obtain 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.

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NEW YORK CITY TRANSIT AUTHORITY

POLICY/INSTRUCTION

Subject  ALCOHOL	Classification  Administration		
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9.2 The restoration provisions of this policy instruction are not available to employees who are dismissed from service following detection of use of alcohol through testing precipitated by an incident which resulted in harm or injury to any person.

9.3 In the absence of an incident which resulted in harm or injury to any person, employees who meet the requirements of Section 9.0 within the time limitations of paragraph 9.4 following the first dismissal for a positive finding (see paragraph 6.6, 6.7, 6.8, 6.11) shall be restored to duty. The dismissal will be rescinded and the time elapsed since the employee's dismissal until the day of restoration will be registered as a suspension without pay.

9.4 Such restoration shall be considered no earlier than one (1) month nor later than one (1) year following such dismissal. An employee may be restored to duty under the provision of this section only once. A second dismissal will be final and will not be subject to such restoration.

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

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

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... shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

APPROVED AS TO FORM

BY:

NEW YORK CITY TRANSIT AUTHORITY

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

BY: *Steven Mayo*  
Steven Mayo, Director,  
Labor Research

APPROVED AS TO FORM

BY:

DISTRICT COUNCIL 37, OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO.

BY: *Devin Sullivan*

LOCAL 1655, OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY: *Donald Hfflick*

LOCAL 1407, OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY: *[Signature]*

LOCAL 154, OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY: *[Signature]*

LOCAL 983, OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY: *Frank Moulh*

LOCAL 2627, OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO.

BY: *Robert J. Kelly*

BY:

CIVIL SERVICE TECHNICAL GUILD,  
LOCAL 375-ABSCOME, AFL-CIO

BY:

*James P. Adams*

COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 1180, AFL-CIO

BY:

*[Signature]*

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