

ORIGINAL

AGREEMENT
BETWEEN
NEW YORK CITY TRANSIT AUTHORITY
and
DISTRICT COUNCIL 37
AFSCME, AFL-CIO
Effective
July 1, 2005
to
December 31, 2008

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AGREEMENT made as of the first day of July, 2005 by and 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 MaBSTOA) (both of which hereinafter jointly referred to as the "Authority") and DISTRICT COUNCIL 37, AFSCME, AFL-CIO, and Local 1655, Local 2627, Local 1407, Local 154, and Local 983 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter jointly referred to as the "Union").

Article I. Declaration of Purposes

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

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

Article II. Recognition

The Authority recognizes Local 1655, Local 2627, Local 1407, Local 154, Local 983, and District Council 37 as the exclusive bargaining representatives and the exclusive representatives for the presenting and processing of employee grievances of all employees of the Authority in titles listed in Schedules A, B, C, D, and E, except those who have been determined managerial/confidential as defined in Section 201.7 of the New York Civil Service Law¹.

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,

¹ Hereinafter all references to "employee" or "employees" shall apply only to such employee or employees represented by the Union.

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 Articles VI, VII and VIII hereof.

Article V. Union Security

The Authority agrees to honor all check-off cards submitted by the Unions as provided for in resolutions adopted by the Authority on 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 Authority governing or affecting its employees or a claimed assignment of an employee to duties substantially different from those stated in his/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 hearing shall be given to the employee and to the Union, if he/she is represented by the Union, and he/she and/or his/her Union Representative shall be allowed to attend and be heard. The Department Head shall, within five (5) days after the hearing, deliver its 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 (1) 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 Senior Director Labor Contract Disputes, accompanied by a copy of the decision of the Department Head and a brief written statement of the reason for the appeal from that decision. Said Committee designated to hear Step 3 appeals shall conduct a hearing on such appeal on notice to the aggrieved employee and/or to his/her Union Representative giving him/her an opportunity to attend and said employee shall have the right to be heard personally or through his/her Union Representative. Said 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 hearing.

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 contract or 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.

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 contract, 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/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 in 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 Senior Director Administrative Trial and Hearings 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 such compensation shall be paid by the Authority. The other one-half shall be paid 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 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 to 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 within which any action must be taken under the foregoing grievance procedure, Saturdays, Sundays and Holidays shall not be counted.

The time limitations provided in this Article shall be strictly adhered to by the employees, by the Union and by the Authority. A grievance may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits. It is 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 this 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 of 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 through Step 3. However, an individual employee shall not have the right to file for arbitration.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to 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. Disciplinary Grievance Procedures for MABSTOA Employees

If the Authority chooses to issue discipline of dismissal, demotion, or suspension to a MABSTOA employee with more than one year of satisfactory service in a title covered by this Agreement, the Authority will give written notice of the charges being proffered. Upon receipt of written notice of charges, the employee will have eight (8) work days to respond to such charges in writing if he/she wishes to do so. Upon receipt of the employee's written response by the Authority, the following procedures shall apply:

A. Suspensions

In the case of all suspensions, a hearing on such charges shall be held before a hearing officer designated by the Office of Labor Relations. The employee may be accompanied by a Union Representative and/or legal counsel and will be given an opportunity to respond to the written charges, including the calling of witnesses on his/her behalf. Following the hearing, the designated hearing officer shall issue a written report and recommendation to the Vice President, Labor Relations for review and decision. The Vice President, Labor Relations shall accept, reject or modify the recommendation of the designated hearing officer. The decision of the Vice President, Labor Relations shall be final and binding and is not subject to further review.

B. Demotions and Dismissal

In the case of demotions and dismissals, a hearing on such charges shall be held before a hearing officer designated by the New York City Office of Administrative Trials and Hearings (OATH). The employee may be accompanied by a Union Representative and/or legal counsel and will be given an opportunity to respond to the written charges, including the calling of witnesses on his/her behalf. Following the hearing, the designated hearing officer shall issue a written report and recommendation to the Vice President, Labor Relations for review and decision. The Vice President, Labor Relations shall accept, reject or modify the recommendation of the designated hearing officer.

The decision of the Vice President, Labor Relations shall be final and binding and is not subject to further review.

The preceding provisions are not intended in any way to offer MaBSTOA employees rights under Section 75 of the Civil Service Law, and disciplinary matters shall not be subject to the grievance procedure or impartial arbitration. Furthermore, these procedures shall not preclude the Authority from pre-disciplinary suspending an employee.

Article VIII. 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.

Article IX. 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, where applicable. This section shall not be subject to the grievance procedure or arbitration.
2. Where layoffs are scheduled, the following procedure shall be used:
 - 2.1 Notice shall be provided to the appropriate Union not less than thirty (30) days before the effective dates of such projected layoffs.
 - 2.2 Within such thirty (30) day period, designated representatives of the Employer will meet and confer with the designated representative of the appropriate Union with the object 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 contracted out to independent contractors and (d) 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.
 - 2.3 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.
 - 2.4 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 X. Reassignments and 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 ten (10) percent or more of the employees in the unit become excess and must be transferred/reassigned. In departments or units, thereof, which have more than ten (10), but less than twenty (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 ten (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 is submitted.

(d) An employee cannot request another reassignment/ transfer for a one (1) 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 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 Transfer

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.

5.2 Service in Provisional Title

(a) 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.

(b) 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

(c) 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.

Article XI. Hours of Work

1. The regular schedule of working hours for employees in titles listed in Schedules A, B, C, and D shall be seven (7) hours daily. The regular schedule of working hours for employees in titles listed in Schedule E shall be eight (8) hours, including a half-hour lunch break.

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 and shall be compensated in accordance with the provisions of Article XI, Section 2.2.

2. Shift Differential and Overtime

2.1 Shift Differentials

(a) (1) There shall be a shift differential of ten (10) percent for all titles listed in Schedules A, B, C and E, of this contract. 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.

(2) For all other employees the shift differential shall apply to hours actually worked between 6:00 pm and 8:00 am with more than one (1) hour of work between 6:00 pm and 8:00 am.

(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 2.2.

2.2 Overtime

Effective January 1, 2008:

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

(b) Ordered involuntary overtime authorized by the Head of a Department or his/her designated representative, which results in an employee working in excess of forty (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 forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated in cash at straight time (one (1) time). For employees granted a shortened work day, compensatory time shall be granted for work performed between thirty (30) and thirty-five (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 allowances

(c) No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime over thirty-five (35) hours shall accrue after one (1) hour in units of one-quarter hour. Employees who work more than thirty-five and one-half (35 1/2) authorized hours but less than thirty-six (36) hours shall be credited with one-half (1/2) hour compensatory time off. Cash payment shall not be applicable until thirty-six (36) authorized hours are worked, but when applicable shall be paid for all hours in excess of thirty-five (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 thirty-five (35) hours, provided at least one (1) full hour is compensable in a calendar week. "Annual salary" shall include educational and longevity differential, if any.

(f) These overtime provisions shall apply to all 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 the following overtime cap provisions:

1. The annual overtime cap for represented employees shall be set at 16% above the employee's annual rate of pay. It will be calculated on a rolling fifty-two week period updated every two weeks and will include all pay event codes except for compensatory time and night shift differential.

It is understood that an employee must have prior approval from his/her manager before any overtime hours can be worked.

2. Under special circumstances, and with the approval of the Department Head and the Office of Labor Relations, an employee may be permitted to earn up to 25% above his/her annual rate of pay.

3. Except for the adjustments specified in paragraph 2 above, no other adjustments to the overtime cap will be permitted unless approved by the President of New York City Transit.

These limitations respecting amounts set forth above shall apply to overtime worked between thirty (30) and forty (40) hours. Any overtime worked in excess of forty (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, or his/her designated representative, no employee shall be required to actually work more than two (2) consecutive normal work shifts.

(i) Employees recalled from home for overtime work shall be granted overtime credit for at least four (4) hours, except when recalled in accordance with paragraph (j) hereof.

(j) If an employee, after being released from work on the completion of his/her regular tour of duty and before the beginning of his/her next regular tour of duty, is required to and does report to his/her department by telephone, he/she will be compensated for each such telephone call by being allowed one and one-half hours in time off. An employee who is ordered to and does report for work as a result of any such required telephone call shall be compensated for so reporting by being allowed the four (4) hours in overtime credit provided in paragraph (i) above, but shall not be allowed one and one-half (1-1/2) hours in time off as set forth herein for the required telephone call which resulted in his/her recall. Time off so allowed for a required telephone call or for reporting back to work shall not be counted in determining whether an employee has worked more than 40 hours in order to be entitled to compensation in cash for overtime worked in accordance with this Article. In addition to the allowances set forth herein for a required telephone call or for reporting back to work, an employee shall receive overtime credit as set forth above for all overtime worked

The terms and conditions of the "on call" practices for carrying pagers, cell phones, and lap top computers in effect on March 28, 2005 for employees in the titles of Computer Specialist Levels(Software) I, II, III, IV, Telecommunications Specialist(Voice), Levels I, II, III, IV, and Telecommunications Associate(Voice), Levels I, II and III shall continue. These employees will not be paid for carrying devices such as pagers, cell phones, and lap top computers while in "on call" status. Employees in the above-listed titles will not be entitled to "stand by" allowance, as outlined above, on dates that they are "on call" unless they are actually called and ordered to remain available at home by the Department Head or his/her designee..

(k) The maximum number of compensatory time hours that can be banked by an employee is 200 hours. Once the bank maximum has been reached all overtime will be paid in cash subject to the earnings cap under paragraph (f) above. Employees with more than 200 hours of compensatory time as of December 31, 2007 will have until December 31, 2009 to exhaust the excess time. Effective January 1, 2010, all compensatory time in excess of 200 hours will be rolled over into an employee's sick bank.

Compensatory time off for overtime worked as authorized in this section shall be

scheduled at the discretion of the Department Head.

(l) Employees have the discretion to get paid in cash or compensatory time subject to the conditions noted above. In emergency situations, the Authority shall have the right, after negotiation with the Union, to apply a variation of these overtime regulations.

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

Article XII. Leave Regulations

1. Applicability of Regulations

1.0 The rules and regulations contained herein shall apply to all of the employees of the Authority in titles listed in Schedules A, B, C, D, and E.

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 "Annual Leave Allowance" shall be granted to permanent employees who work a five (5) day week as follows:

A. The annual leave allowance for employees hired prior to July 1, 2004 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	15 work days	1-1/4 days per month
At the beginning of the employee's 5th year	20 work days	1-2/3 days per month
At the beginning of the employee's 8th year	25 work days	2 days per month plus one additional day at the end of the leave year
At the beginning of the employee's 15th year	27 work days	2-1/4 days per month

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

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

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 Worker's Compensation payments shall be considered as time "served" by the employee. In 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 will be carried over as provided below. Effective with the vacation year starting May 1, 1998, an employee will be permitted to carry over twenty (20) days annual leave allowance from one vacation year to the succeeding vacation year. Effective with the vacation year starting in 2008, an employee will be permitted to carry over twenty-five (25) days annual leave days from one vacation year to the succeeding vacation year. Any vacation balance in

excess of twenty-five days at the beginning of the vacation year will be converted to sick leave and added to the employee's sick leave balance. 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.

Incumbent employees in the titles of Computer Specialist Levels I, II, III, IV, Telecommunications Specialist, Levels I, II, III, IV, and Telecommunications Associate, Levels I, II and III as of May 5, 2005, shall continue to maintain their existing Frozen Vacation banks. This Frozen Vacation may be used after current vacation is exhausted, but may not be replenished. Unused Frozen Vacation will be paid in a non-pensionable lump sum upon voluntary separation/retirement from the Transit Authority.

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 the time lost due to tardiness, religious observance, and for the 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 Authority is authorized to make such other exceptions as are warranted.

2.6 (a) Earned annual leave allowance shall be taken by the employees at the time convenient to the department. Where 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 Vice-President, 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.

(b) 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 (4) months of service.

(b) An employee who, during the vacation year, is in service part of the time in a position to which this contract 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 contract for each month during the major part of which he/she served in a position to which this contract 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 contract 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 takes his/her annual leave allowance.

2.8 Penalties for unexcused tardiness may be imposed by the 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 a 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 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) (1) 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 (2) 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.

(2) 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.

(b) 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 (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave.

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

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

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 fifty-four (54) days credit.

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

3. (a) A vacation with pay will be granted each year to each employee of the Authority as herein provided, at such time within the year as the Authority shall fix and determine. The twelve (12) months period within which such vacation will be granted and allocated is referred to in this Rule as the vacation year. Vacations may be spread over the entire twelve (12) 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 (1) 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) All terminal leave, including terminal vacation and any vacation due under Section 2.1, for all employees shall be paid in a non-pensionable lump sum:

(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 therefore. Terminal vacation shall be computed as provided in the monthly accruals in Section 2.1.

Employees have the option of being compensated for terminal leave by remaining on the Authority payroll and running out the terminal leave, pursuant to the terms and conditions of the Collective Bargaining Agreement, by providing twenty (20) work days written notice to the Authority.

(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 the employee at the time of his/her request, and no grant shall be made of only a portion of a vacation allowance.²

(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.

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 an employee be entitled to more than 96 days sick leave with pay. Upon the exhaustion of 96 sick leave days in any one year, an employee may petition the Authority for permission to use any unused sick leave with pay which may have accumulated under paragraph 3.0 above.

²2.9.(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.

- 3.2 (a) Sick leave may be granted in the discretion of the Authority and proof of disability must be provided by the employee, satisfactory to the Authority. If a representative of the Authority calls at the place where the absent employee gave notice that he/she could be found during his/her illness or in the absence of such notice, calls at the home of the absent employee and cannot find him/her, the absent employee will be deemed to be absent without leave. Such employee will not be granted sick leave and will be subject to appropriate disciplinary action.
- (b) In a case of a protracted disability, a medical certificate shall be presented to the Authority at the end of each month of the continued absence.
- (c) The burden of establishing that he/she was actually unfit for work on account of illness shall be upon the employee. Every application for sick leave, whether with or without pay, for more than two (2) days must be accompanied by medical proof satisfactory to the Authority and upon a form to be furnished by the Authority, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. "No work" status as determined by the Authority's Medical Department shall be considered satisfactory medical proof for the period the employee is given such status. 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 which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one (1) hour before the commencement of his/her scheduled tour of duty for that day, cause notice of the illness and of the place where he/she can be found during such illness to be given by telephone, messenger, or otherwise, to his/her appropriate superior and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time above prescribed, it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absent himself/herself unless at some time, not less than one (1) hour prior to the commencement of such tour of duty, he/she shall have caused such notice to be given.

The failure to cause notice to be given as herein provided shall not be excused unless the Authority is convinced that special circumstances made it impossible and it is also convinced that notice was given as soon as the special circumstances permitted.

When an employee is out sick and is visited by a doctor of the Authority who finds the employee able to work, there will be no deduction made for that day in the

current pay period but the Authority may deny payment after review and deduct pay for such day in a subsequent pay period.

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

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

3.4 If an employee exhausts all earned sick leave balances, he/she must use all available earned annual leave, personal leave and overtime credits, or accrued annual leave. In the discretion of the Authority, employees, except provisional and temporary employees, who have exhausted all earned sick leave and annual leave balances due to personal illness may be permitted to use unearned sick leave allowance up to the amount earnable in one (1) year of service, chargeable against future earned sick leave.

3.5 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 matter by the nature and extent of illness and the length and character of service.

3.6 (a) In order to be granted a paid or unpaid leave of absence on account of illness, an employee must file a written application therefore, 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.

(b) An employee on annual leave may charge such time to sick leave during a period of verified hospitalization.³

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

(d) 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.⁴

(e) 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.

(f) 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.

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

3.7 (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

³The 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.

⁴This 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.

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.

(d) 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.

(e) 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.

(f) A list must be furnished daily to Absentee Control of all employees who are on the "Chronic Sick List" and have reported sick.

(g) 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 fewer instances during the previous six (6) months his/her name will be removed. However, if his/her sick leave record becomes poor again, paragraphs a, b and c above, will prevail.

(h) 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.

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 (4) work-days in the case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, duly registered domestic partner; natural, foster, step-parents; child, grandchild, grandparents, 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.

Employees who work compressed work schedules of three days per week will be entitled to bereavement leave of three (3) days up to a maximum of thirty-six (36) hours of paid bereavement 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 Authority. An employee, whose jury service fees are in excess of his/her regular base earnings for the period of absence while on jury duty, will have such excess reimbursed to him/her. Jury service fees shall include travel allowances 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 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' organizations 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 the Authority or City Officials and agencies including the City Council and the Department of Personnel.

4.2 Prior notice to and authorization by the 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 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) For employees hired after January 1, 2006, 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 thirty six (36) months. The use of the 36 month maximum allowance will be limited to the first instance of confinement and/or child care. All other confinement and child care leaves of an employee shall be limited to a twenty-four (24) month maximum.

(b) For employees hired after January 1, 2006, who initially elect to take less than the thirty-six (36) months maximum period of leave for a first instance of confinement and/or child care leave, shall not be entitled to any extension. Employees hired after January 1, 2006, who initially elect to take less than the twenty four (24) month maximum period of leave for confinement and/or child care leave in all subsequent instances, may elect to extend such leave by up to two (2) extensions, each extension to be a minimum of six months. In no case may the initial leave period plus one or two of the extensions total more than twenty four (24) months.

(c) For employees hired prior to January 1, 2006, 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 the 48 month maximum allowance will be limited to the first instance of confinement and/or child care. All other confinement and child care leaves of an employee shall be limited to a twenty four (24) month maximum.

(d) For employees hired prior to January 1, 2006, if they initially elect to take less than the forty-eight (48) months maximum period of leave or the twenty-four (24) months, may elect to extend such leave by up to two (2) extensions, each 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 twenty-four (24) months.

(e) 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 for work on account of illness. Time in pay status shall not be included in the confinement and child care leave.

(f) 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.

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

5.1 Leave of absence without pay for reasons not covered in the foregoing rules may be granted to permanent employees by the Authority not to exceed one (1) year. Extension of such leave may be granted by the Authority not to exceed an additional period of one (1) year.

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

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

6. Miscellaneous Provisions

6.0 (a) There shall be eleven (11) guaranteed paid holidays a year, as follows:

New Year's Day	Election Day
Dr. Martin Luther King Jr.'s Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

Employees hired prior to July 1, 2004 will receive a Personal Leave Day. Employees hired on or after July 1, 2004 will not be eligible for a 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 Veterans' 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 (30) days or more, except for absence during paid vacation immediately preceding such holiday. An employee must be in service for thirty days or more in order to receive payment for a holiday. An employee who has performed no work for the Authority during a period of thirty (30) days or more, except for absence during paid vacation immediately preceding a holiday shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

(e) 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.

(f) If an employee is required to work on any of the twelve (12) holidays guaranteed pursuant to this section, he/she shall receive fifty (50) percent 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.

(g) If a holiday designated pursuant to this contract falls on a Saturday or Sunday, the fifty (50) percent 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 Saturday or Sunday holiday and the day designated for observance: (1) if he/she is required to work on only one (1) of such days, he/she shall be deemed to have received his/her compensatory time off (and he/she shall receive the fifty (50) percent 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 the fifty (50) percent cash premium and compensatory time off at his/her regular rate of pay for all hours worked on the Saturday or Sunday holiday.

(h) 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 fifty (50) percent 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 fifty (50) percent 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.

(i) Shifts which begin at 9 p.m. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 9 p.m. or later on the holiday shall be deemed not to have been worked on the holiday.

(j) 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 (k) of this section of the contract.

(k) 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 the 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 contract, 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 Contract 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 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 Authority may determine, a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation law an amount after taxes equal to his/her after tax wages for a thirty five (35) hour work week (Schedule A, B, C, and D titles) or a forty (40) hour work week, (Schedule E titles).

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, and D 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 herein provided occurs two years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy (70) percent of his/her earnings on the date of the original accident as set forth herein.

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 therefore, submits from time to time, as he/she may be requested, to physical examinations by the Authority's Medical Department. Should he/she at any time after the Authority's determination to grant any allowance under the provisions of this Article, refuse to submit to examination by said Medical Department or if, upon examination he/she is adjudged by such Medical Department to be able to perform either his/her own work or lighter work which is offered to him/her and he/she should fail or refuse to perform the same, such refusal shall automatically effect a revocation of any and all allowances theretofore granted to him/her under this Article, and to the extent that the amount of any such allowance shall have already been paid to him/her it shall be treated as an advance payment of, and shall be deducted from, whatever monies may thereafter become due and payable to such employee.

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 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 at unreasonable times and frequency.

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 employee was actually performing work for the Authority at the time of the accident.
- (2) That the accidental injury is the direct cause of the employee's incapacity for work.
- (3) That the employee did not test positive for alcohol, drugs or controlled substances on tests initiated as a result of the incident.
- (4) That the employee gave due notice of the accident.
- (5) That the employee was duly examined by the Authority's designated physician after the accident.
- (6) That the employee did return for re-examination on every occasion when directed by the Authority or its designated physician.
- (7) That the employee did report for any work within title which he/she was deemed medically qualified to perform.

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. Death Benefit

In the event that an employee dies on or after July 1, 1970 because of an injury arising out of and 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.

9. Dedicated Leave Fund Pilot

Appendix D sets forth the terms and conditions of a dedicated leave pilot effective December 19, 2007

Article XIII. Medical and Hospitalization and Welfare Plans

(a) Except as identified under section (o) below, 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 listed in Schedules A, B, C, D, and E, 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, and Blue Cross Comprehensive Benefits Program (GHI-CBP) or coverage under the District Council 37 or Med-Team Choice EPO; or no coverage. The same health benefit modifications outlined in the 2004 Health Benefits Agreement between the City of New York and the Municipal Labor Committee shall apply to employees and retirees of NYCT and MaBSTOA who are represented by District Council 37.

The benefits set forth above shall be made available at no cost to the employee. Other options will be made available with employee contributions.

(b) In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and the Deficit Reduction Act (DEFRA), all active employees, employee's spouses, and duly registered domestic partners 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) Effective June 30, 2002, the contribution rate paid on behalf of each full-time per annum employee to each applicable welfare fund shall be increased by two-hundred dollars (\$200) from

\$1275 to \$1475 per annum. Effective July 1, 2004 the per capita contribution rate is increased by \$100 less \$35 for administration costs for a net annual contribution of \$1540.

The above listed welfare fund contributions will be paid for new hires after the completion of two (2) months of the employee's probationary period.

(e) The per annum contribution paid on behalf of employees separated from service to a welfare fund which covers such employees shall be adjusted in the same manner as the per annum contribution for other employees are adjusted pursuant to section (d) above.

(f) District Council 37 or Locals 1655, 2627, 1407, 154, and 983, may pursuant to a separate agreement between the Authority and the certified Union, utilize a portion of its Welfare Fund contribution to provide prepaid legal services for employees.

(g) Employees who have been separated from service subsequent to June 30, 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 programs.

(h) Except as identified under section (o) below, the Authority will provide health and hospitalization coverage to retirees and their spouses from titles in Schedules A, B, C, D, and E, 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 Authority will reimburse the retiree annually for such premiums paid up to a maximum of \$29.00 per month. Employees eligible to receive Medicare payments may not receive reimbursements for such charges that exceed the monthly rate of \$29.00. 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.

Effective with the re-opener 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.

(i) The Authority where possible will hold a re-opener 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 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.

(j) The Union may allow the Welfare Fund to utilize an amount not to exceed ten (\$10) dollars per employee per year from Welfare Fund contributions to help defray the costs of health insurance and pension counseling for covered employees when such use is allowed by the City of New York in its agreement with District Council 37.

(k) 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, training and legal services benefits as a contribution to a trustee Administrative Employee Benefit Fund. Such contributions shall be held by the trustees of that Fund for the exclusive purpose of providing, through other trustee 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 continue to have the right to review and approve the distribution of funds to and the level of benefits provided by the Fund or individual funds.

(l) For the term of this Agreement and except as identified under section (o) below, changes in basic health coverage will be consistent with changes in City basic health coverage, where feasible.

(m) Employees represented by the Unions shall be eligible for health insurance 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. 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.

(n) Except as identified under section (o) below, the Authority agrees 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.

(o) Employees who were incumbents on March 28, 2005 in the titles of Computer Specialist(Software) Levels I, II, III, IV, Telecommunications Specialist(Voice), Levels I, II, III, IV, and Telecommunications Associate(Voice), Levels I, II and III were given a one-time option to continue to receive the health benefits provided to the non-represented career and salary employees, as amended. Decisions were required to be submitted in writing to Human Resources/Benefits Department by April 30, 2005. If no written request was made to continue to receive the non-represented, career and salary health benefits, employees received the same health and welfare benefits as other incumbent employees in District Council 37, Local 2627, under the DC 37 health benefit plan. Such decisions are irrevocable and apply to future retiree health benefits. Payments will not be made to the DC 37 welfare fund for those employees who opted to receive the non-represented career and salary benefits.

Article XIV. 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 wages and working conditions during such term, in which event the Union may reopen for the purpose of negotiating 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 XV. No Strike Clause

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

Article XVI. Meal Allowance

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. The parties agree to reimburse meal allowances at the rates provided below.

Effective December 11, 2002, meal allowance shall be paid according to the following schedule:

Continuous Overtime Hours		Meal Allowance
Regular Work Day	Regular Day Off	
2	3	\$7.00 Prior to January 1, 2008 \$8.25 Effective January 1, 2008
6	7	\$9.75
10	11	\$13.25
14	15	\$16.75

In accordance with Article XI, Section 2.2 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 XVII. Car Allowance

Effective December 11, 2002, compensation to employees for authorized and required use of their own automobiles shall be at the rate of twenty-eight (28) 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.

Article XVIII. Evaluations, 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 has read the material to be filed and does not necessarily indicate agreement with its content. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

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 Authority 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 an 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 an 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) This section shall not affect current procedures of the New York City Transit Police Bureau in connection with an investigation which may lead to criminal charges.

3. 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.

Article XIX. 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, with the exception of additional compensation funds whose allocation is determined on a unit by unit basis. Employees in the titles of Associate Cashier (TA) and Supervising Associate Cashier Level I (Principal Cashier (TA)), such titles being limited to use in the Authority, will be granted the same salary adjustments that are granted to employees in titles to which said Cashier service titles have in the past been equated.⁵

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.

⁵The 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.

Subsequent to the expiration of this agreement, the Authority 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

In the event of a wage overpayment, recoupment will be limited to a maximum of 25% of an employee's biweekly pay unless the Authority notifies the Union in advance.

Article XX. Miscellaneous Working Conditions

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

Employees shall be provided, without cost to themselves, such safety equipment as may be authorized by the Head of the Division or Department. This provision covers safety shoes including those employees operating fork lifts in the Revenue Division.

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 shall 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 XXI. 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.

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 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 XXII. Labor-Management Committees

A. The parties agree to refer the following matters to Labor/Management Committee:

- Denial of Annual/Personal Business Leave
- Supervisory Duties performed by PAAs
- Job Descriptions
- Drug and Alcohol Policy Changes
- Involuntary Transfer Procedures
- Kronos Timekeeping System Issues
- Training
- Lounge and Cafeteria Space for Employees
- Promotional List Issues
- Possibility of alternate work schedules, working from different locations, etc.
- Security for EDP employees working night tours
- Alternate Transportation for EDP employees recalled from home after 6:00 p.m.
- Broadbanding of Cashier titles in the Revenue Division

B. Health and Safety

There shall be established a joint Labor-Management and Health and Safety Committee composed of three (3) Labor representatives and three (3) Management representatives. Union representatives shall be designated from Labor organizations which are signatory to this agreement. The Management representatives shall be designated by the Vice President for Human Resources.

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 (1) 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 (1) 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 the recommendations in writing to the Authority for its approval.

C. Voluntary Insurance

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

D. VDT

The parties agree to establish a Labor/Management Committee to review specific employee complaints with regard to health and safety issues concerning Video Display Terminals (VDT). Such committee shall consist of two (2) members designated by the Union and two members designated by Management, one of which will be from the Office of Labor Relations and one of which will be from the Office of System Safety or Occupational Health Services. The committee shall meet at the written request of the 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.

E. Personnel

A Labor/Management Committee shall be established to discuss and identify NYC Transit 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 NYC Transit 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.

F. 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.

G. In the event that salary adjustments are granted to City titles as a result of the Salary Review Panel a labor management committee shall be established to discuss the application of the modifications to Transit Authority specific titles covered by the collective bargaining agreement.

H. A joint labor-management committee shall be established to facilitate communication between the parties as to work being considered for contracting out and the feasibility of having such work performed by current employees. The committee may make recommendations to the Authority concerning contracting out work. Upon request, the Union will be provided information on prospective contracts for review and made recommendations for consideration of work being performed by in-house staff.

Article XXIII. Medical Disability or 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 found not 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 (10) 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 XXIV. Shortened Work Days

All shortened work day schedules shall be abolished, except for employees who work in non-air conditioned facilities. No shortened work day schedule shall be granted to any employee until the employee has completed one (1) year of service. All shortened work day schedules shall begin on the same day as New York City Mayoral Agencies and terminate on Labor Day.

Article XXV. Claim Examiners Only

1. Present policy relating to use of the activity sheets shall be continued. The format of the activity sheets may be discussed by the Labor-Management Committee.
2. Claim Examiners shall serve subpoenas on witnesses called to testify in court cases being handled by the Authority. Claim Examiners shall also serve charges, subpoenas and other process in disciplinary cases. Police protection will be provided during the performance of this work if the employee deems it necessary and receives the approval of the Chief Investigator, the Attorney in charge of Torts Division, or his/her Assistant.

If the approval of one of the above is given but no Patrolman is available, the Claim Examiner will not be required to serve the subpoena until protection is available.

If the need for protection arises after the Claim Examiner has gone out with the subpoena, he/she may appeal for protection via the Authority hot line.

3. Claim Examiners shall be asked to deliver documents and papers only when no more suitable employees are available.

Article XXVI. Agency Shop Fee

(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 Vice President, 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 Vice President, 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 Vice President, 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 arithmetical 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 employees 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 Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.
- (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 herein, 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 XXVII. Training Fund

A training fund contribution at the rate of \$25 per annum shall be made to the District Council 37 Education Fund on behalf of each full-time per annum employee whose title is listed in Schedules A and B.

Effective January 1, 2009, the Authority will initiate contributions of \$25.00 per annum per employee represented by Local 2627 in the titles of Computer Specialist (Software) Levels I-IV, Telecommunications Associate (Voice) Levels I-III and Telecommunications Specialists (Voice) Levels I-IV.

Article XXVIII. 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 contract.

Article XXIX. Political Checkoff

(a) An employee who is a member of the Union may authorize deductions for political contributions from the employee's wages by completing an authorization form acceptable to the Authority which bears the signature of the member and specifies the amount to be deducted. Such authorization shall be voluntary and may be revoked by the employee at any time in writing. The authorization shall remain in effect until the Authority is notified, in writing, of the request for revocation of the authorization. The revocation shall be effective as soon as practicable after the Authority has received a written request from the employee of such revocation.

(b) The Authority shall be reimbursed by the Union for expenses incurred in administering the political checkoff system at the rate of five cents (5¢) for each deduction. This reimbursement shall be made within 60 days following the transmittal of the deductions. If the Union fails to pay, the Authority shall have the right to deduct this fee from the next transmittal.

(c) The Union shall be responsible for complying with all legal requirements regarding the establishment and operation of a separate segregated fund. District Council 37 affirms that it has established a separate segregated fund, "D.C. 37 PEOPLE," which is registered with the Federal Elections Commission, and that such fund is authorized to solicit contributions and make expenditures in accordance with applicable law.

- (d) The Union shall refund to the employee any contribution wrongfully deducted and transmitted to its fund.
- (e) No arrears or assessments of any kind or nature will be collected through the political checkoff.
- (f) Political checkoff deductions will be applied to regular payrolls only.
- (g) The Authority and its officials and employees shall not be liable in the operation of the political checkoff for any mistake or error of judgment or any other act of omission or commission and D.C. 37 agrees to assume the defense of and hold the Authority harmless against any claim whatsoever arising out of the deduction and transmittal of said political contributions.
- (h) The Authority shall transmit authorized deductions along with a listing of employees from whom the deductions have been made, the amounts deducted, and such other information agreed upon by the parties no later than thirty (30) days following each month's deductions.
- (i) In cases of unearned salaries or wages of employees covered by this agreement refunded to appropriation accounts, necessary adjustments in political checkoff accounts will be made by recovery from available unpaid political checkoff fund balances.
- (j) In instances of employees earning insufficient compensation, political checkoff will be considered last in arithmetical sequence; therefore, where the residual amount of pay after other deductions is less than the full amount of the political checkoff, no fractional amount of political checkoff deductions will be made nor any amount carried over for deduction in any subsequent payroll period.
- (k) In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.
- (l) Disputes relating to political checkoff deductions or to their use shall not be arbitrable under this agreement, nor shall they be subject to any grievance procedure provided herein 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 XXX. 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 XXXI. Drugs/Controlled Substances and Alcohol Policies

The Authority's Policy Instructions 6.0.2 and 6.9.1, 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 the Drug and Alcohol provisions in the existing agreement will be amended to include Random Drug Testing provisions for titles which are deemed to be Safety Sensitive.

The Union agrees that the Authority may use an alcohol testing intoximeter as part of its initial screening for employee alcohol use.

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 6.0.2 and 6.9.1 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 XXXII. Annuity Plan

Employees in titles represented by the Union (as listed in Schedules A through E of the Agreement) shall have the opportunity to participate in a 457 and/or 401K Tax Deferred Annuity Plan as allowed by law.

The Authority and the Union entered into a separate supplemental Annuity Fund agreement dated May 10, 2000, which stipulated the terms and conditions for the management and distribution of contributions to the existing District Council 37, AFSCMF Annuity Fund (herein after referred to as the Annuity Fund). Effective June 30, 2002, the Authority shall contribute to the existing Annuity Fund under the same terms and conditions and for the benefit of active employees in the titles of Claims Specialist I, Claims Specialist II, and Claims Specialist III as described herein. The Authority will contribute to the existing Annuity Fund on a twenty-eight (28) day cycle basis, a recurring pro-rata daily contribution for each paid working day which amount shall not exceed \$478 for each employee in full pay status in the prescribed

twelve (12) month period. For employees who work less than the number of hours for their full-time equivalent title, the Authority shall pay into the fund, on a twenty-eight (28) day cycle basis, a recurring pro-rata daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$478 per annum for each employee in full pay status in the prescribed twelve (12) month period. For employees who work a compressed work week, the Authority shall pay into the fund on a twenty-eight (28) day cycle basis a recurring pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$478 per annum for each employee in full-pay status in the prescribed twelve (12) month period.

Article XXXIII. Other Compensation

A. Schedules F, G, H, I, and J are the additional compensation schedules governing assignment differentials, longevity differentials, longevity increments, service increments, experience differentials and recurring increments. Except as describe below, Schedules F, G, H, I and J shall be applied under the same terms and conditions as similar additional compensation payments negotiated between the Union and the City of New York. These terms and conditions include the calculation of service, pensionability and the point at which such payments are rolled into an employee's base rate of pay.

B. Assignment Differential for Associate Cashier Level II (Transit Authority) (Local 1655 only).

The assignment differential will be available for Associate Cashiers Level III who are assigned to positions which consistently perform the following functions:

Assigned to the Currency Processing Area (currently located at Jay St., but subject to relocation). Utilizes currency counting and/or sorting equipment to count and package currency (and related financial instruments). Performs all related functions including, but not limited to, use of computer equipment and terminals and preparation of accurate proof documents and accounting reports for currency and farecard processing work. Handles work involving high financial liability to NYC Transit.

Employees performing the above functions may also be assigned to perform all other functions of an Associate Cashier Level I and II, including, but not limited to, use of farecard encoding and packaging equipment to produce and package MetroCards and all related duties; use of coin processing equipment to count and package coins and tokens and all related duties.

The assignment differential combined with the employee's base pay, may, if necessary for full implementation, exceed the maximum salary range for the title of Associate Cashier.

Associate Cashiers temporarily filling vacancies to which the assignment differential is

applicable for less than thirty (30) days will not be eligible for the assignment differential.

Article XXXIV. Disabled Employees

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

Article XXXV. Flexible Spending Accounts

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

Article XXXVII. Computer Specialist, Levels I, II, III, IV, Telecommunication Specialist, Levels I, II, III, IV and Telecommunications Associate, Levels I, II, and III

The following terms and working conditions governing the Computer Specialist Levels I, II, III, IV, Telecommunications Specialist, Levels I, II, III, IV, and Telecommunications Associate, Levels I, II and III are set forth below as exceptions to other terms contained herein..

Incumbent employees in the above-referenced titles as of May 5, 2005, shall have the same compensation and OTO terms and conditions for working overtime as the non-represented, career and salary employees. This clause sunsets on December 31, 2007, and the terms of this Agreement Article XI, Section 2.2 will prevail thereafter.

Incumbent employees in the above-referenced titles as of May 5, 2005, shall continue to be eligible for the Tuition Reimbursement program offered to the non-represented, career and salary employees through December 31, 2007. Incumbent employees represented by Local 2627 who were enrolled in an academic program as of December 21, 2007 and receiving benefits under the Transit Authority's Tuition Reimbursement Policy Instruction will continue to be covered under this policy until December 31, 2008. No other employees represented by Local 2627 will be eligible for payments under this Policy.

Article XXXVIII. Universal Passes

Effective May 6, 1999, the Authority agrees to provide each active member of the Union 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 Union.

Article XXXIX. Cashiers

A. Shortage Procedure

The parties agree that effective May 6, 1999, 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. Determination 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 Division of Revenue. 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 May 6, 1999 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.
Effective July 1, 1997 all HPEM(Metrocard encoding), will be performed by Associate Cashiers Level II. Management maintains the sole discretion to assign employees to HPEM jobs.

Article XXXX. Entire Agreement

1. This agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written, and incorporating that part of the Rules and

Regulations Governing Employees Engaged in the Operation of the New York City Transit System as heretofore or elsewhere herein amended, which affect terms and conditions of employment.

2. Paragraph I 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 I 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 XXXXI. Term of Agreement

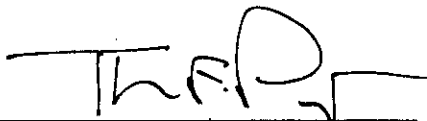
Except as otherwise herein provided and subject to the approval of the New York City Transit Authority Board, this agreement shall be effective July 1, 2005 and shall continue in full force and effect until December 31, 2008, except that those items which have been amended by this agreement which do 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

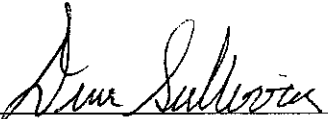
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____

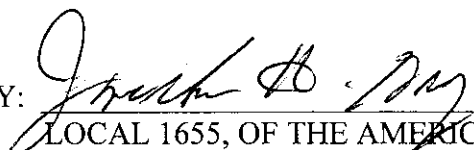
FOR NEW YORK CITY TRANSIT AUTHORITY, MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY:

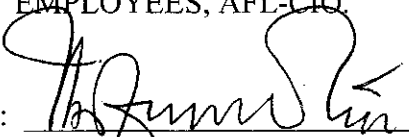
BY: 
Judith Pierce
Senior Vice President
Administration

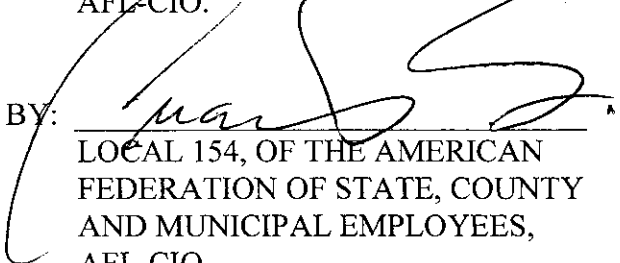
BY: 
Thomas F. Prendergast
President

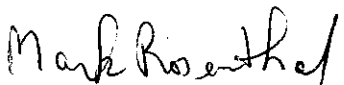
FOR DISTRICT COUNCIL 37, AFSCME, AFL-CIO:

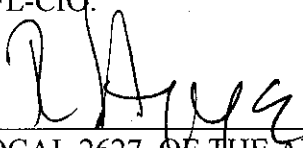
BY: 
DISTRICT COUNCIL 37, OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO.

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

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

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

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

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

SCHEDULE A - LOCAL 1655 (CLERICAL)

AU	TC	TITLE
Cashier Occupational Group		
TA	297	ASSOC.CASHIER (TA) I
TA	298	ASSOC.CASHIER (TA) II
OA	075	ASSOC.CASHIER (VAULT HAND)
TA	695	SUPERVISING ASSOC CASH'R I TA
TA	757	SUPERVISING ASSOC CASH'R II TA
Clerical-Administrative Occupational Group		
TA	408	CLERICAL AIDE
TA	809	CLERICAL ASSOCIATE I
TA	666	CLERICAL ASSOCIATE IA
TA	697	CLERICAL ASSOCIATE IB
TA	766	CLERICAL ASSOCIATE II
TA	789	CLERICAL ASSOCIATE III
TA	890	CLERICAL ASSOCIATE IV
TA	003	SECRETARY IA
TA	004	SECRETARY IB
TA	007	SECRETARY IIA
TA	927	SECRETARY IIB
TA	939	SECRETARY IIIA
TA	968	SECRETARY IIIB
TA	970	SECRETARY IV
OA	201	TRAN. CUST. SERV. SPEC.I(MaBSTOA)
TA	367, 382	TRAN. CUST. SERV.SPEC.II
OA	202	TRAN. CUST. SERV.SPEC.II(MABSTOA)
TA	945	WORD PROCESSOR I
TA	946	WORD PROCESSOR II
TA	691	PRIN.ADMIN.ASSOC.I
TA	733	PRIN.ADMIN.ASSOC.I SECY.

Or predecessor titles previously certified to the Union or successor titles established by the New York City Civil Service Commission.

*Titles are not included for the training fund contribution under Article XXVII of this Agreement

SCHEDULE A - LOCAL 1655 (CLERICAL)

AU	TC	TITLE
Miscellaneous Positions Occupational Group		
TA	443	ELEVATOR OPERATOR
TA	316	COMPUTER ASSOC(TS) I
TA	332	COMPUTER ASSOC(TS)II
TA	333	COMPUTER ASSOC(TS)III
TA	965	X-RAY TECHNICIAN *
TA	494	MOTOR VEHICLE SUPERVISOR
TA	778	SENIOR MOTOR VEHICLE SUPERVSR.
TA	524	LABORATORY ASSOC. II
OA	597	LABORATORY TECHNICIAN (MaBSTOA)
TA	727	PUBLIC RELATIONS ASSISTANT
Office Appliance Operator Occupational Group		
TA	661	OFFICE MACHINE AIDE I
TA	659	OFFICE MACHINE AIDE II
TA	973	SUPERVISOR OFFICE MACH. OPER.*
Shorthand Reporter Occupational Group		
TA	861	STENO. SPEC. I *
TA	863	STENO. SPEC. II *
TA	866	STENO. SPEC. III *

Or predecessor titles previously certified to the Union or successor titles established by the New York City Civil Service Commission.

*Titles are not included for the training fund contribution under Article XXVII of this Agreement

SCHEDULE B - LOCAL 2627 (COMPUTER)

AU	TC	TITLE
TA	318	COMPUTER AIDE I
TA	314	COMPUTER AIDE II
TA	315	COMPUTER ASSOC(OPERATIONS) I
TA	319	COMPUTER ASSOC(OPERATIONS) II
TA	346	COMPUTER ASSOC(OPERATIONS) III
TA	328	COMPUTER ASSOC(SW) I
TA	329	COMPUTER ASSOC(SW) II
TA	343	COMPUTER ASSOC(SW) III
TA	415	COMPUTER PROGR.ANALYST I
TA	414	COMPUTER PROGR.ANALYST II
TA	308	COMPUTER PROGR.ANALYST TRAINEE
TA	327,CS1	COMPUTER SPC.(SW) 1 *
TA	324,CS2	COMPUTER SPC.(SW) 2 *
TA	334,CS3	COMPUTER SPC.(SW) 3 *
TA	342,CS4	COMPUTER SPEC.(SW) 4 *
TA	166,TV1,TV4,T13	TELCM ASC. (VOICE) 1 *
TA	167,TV2,TV5,T14	TELCM ASC. (VOICE) 2 *
TA	336,TV3,TV6,T15	TELCM ASC. (VOICE) 3 *
TA	171,TS1,TS4,999	TELCM SPC (VOICE) 1 *
TA	TS2,TS5,990,T21	TELCM SPC (VOICE) 2 *
TA	TS3,TS6,991,T22	TELCM SPC (VOICE) 3 *

Or predecessor titles previously certified to the Union or successor titles established by the New York City Civil Service Commission.

*Titles are not included for the training fund contribution under Article XXVII of this Agreement prior to January 1, 2009.

*Employees in these titles hired prior to May 5, 2005 will have the same compensation and OTO terms and conditions for working overtime as the non-represented career and salary employees until December 31, 2007. Article XI, Section 2.2 regarding overtime terms will apply starting December 31, 2007.

**SCHEDULE C - LOCAL 1407 (ACCOUNTANTS)
SALARY RANGES**

AU	TC	TITLE
TA	053	ACCOUNTANT
TA	286	ASSOC.ACCOUNTANT
TA	293	ASSOC.MANAGEMENT AUDITOR
OA	509	ASSOC.MANAGEMENT AUDITOR (MaBSTOA)
TA	081	ASST. ACCOUNTANT
TA	622	MANAGEMENT AUDITOR
OA	510	MANAGEMENT AUDITOR (MaBSTOA)
TA	621	MANAGEMENT AUDITOR TRAINEE
OA	508	MANAGEMENT AUDITOR TRAINEE (MaBSTOA)
TA	W26	WORKERS COMP.BENEF.EXAMINER 1a
TA	926	WORKERS COMP.BENEF.EXAMINER 1b
TA	050	WORKERS COMP.BENEF.EXAMINER 2
TA	W50	WORKERS COMP.BENEF.EXAMINER 3

Or predecessor titles previously certified to the Union or successor titles established by the New York City Civil Service Commission.

SCHEDULE D - LOCAL 154 (CLAIM EXAMINERS)

AU	TC	TITLE
TA	432	CLAIM SPECIALIST I
TA	433	CLAIM SPECIALIST II
TA	461	CLAIM SPECIALIST III

Or successor titles established by the New York City Civil Service Commission.

**SCHEDULE E - LOCAL 983 (MOTOR VEHICLE OP)
SALARY RANGES**

AU	TC	TITLE
TA	648	MOTOR VEHICLE OPERATOR

Or successor titles established by the New York City Civil Service Commission.

SCHEDULE F

Local 1655

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Assignment Differential										
25	TA	766	CLERICAL ASSOCIATE II	Payroll	685	685	699	699	727	727
	TA	007	SECRETARY IIA							
29	TA	298	ASSOC.CASHIER (TA) II		926	926	945	945	983	983
	TA	789	CLERICAL ASSOCIATE III							
30	TA	691	PRIN.ADMIN.ASSOC.I	Payroll	899	899	917	917	954	954
	TA	733	PRIN.ADMIN.ASSOC.I SECY.							
48	TA	524	LABORATORY ASSOC. II		1,251	1,251	1,276	1,276	1,327	1,327
53		Var	ALL LOCAL 1655 ASSIGNED	RTO Command Ctr.	876	876	894	894	930	930
54	TA	298	ASSOC.CASHIER (TA) II	Currency Processing	1,313	1,313	1,339	1,339	1,393	1,393

SCHEDULE F

Local 1655

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Longevity Increment				After 15 Yrs.	925	925	925	925	925	925
10, 17	TA	316	COMPUTER ASSOC(TS) I							
	TA	332	COMPUTER ASSOC(TS)II							
	TA	333	COMPUTER ASSOC(TS)III							
	TA	691	PRIN.ADMIN.ASSOC.I							
	TA	733	PRIN.ADMIN.ASSOC.I SECY.							
	TA	861	STENO. SPEC. I							
	TA	863	STENO. SPEC. II							
	TA	866	STENO. SPEC. III							
	TA	695	SUPERVISING ASSOC CASH'R I TA SUPERVISING ASSOC CASH'R II							
	TA	757	TA SUPERVISOR OFFICE MACH.							
	TA	973	OPER.							

SCHEDULE F

Local 1655

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Longevity Increment				After 15 Yrs.	800	800	800	800	800	800
13, 16	TA	297	ASSOC.CASHIER (TA) I							
	TA	298	ASSOC.CASHIER (TA) II							
	TA	809	CLERICAL ASSOCIATE I							
	TA	666	CLERICAL ASSOCIATE IA							
	TA	697	CLERICAL ASSOCIATE IB							
	TA	766	CLERICAL ASSOCIATE II							
	TA	789	CLERICAL ASSOCIATE III							
	TA	890	CLERICAL ASSOCIATE IV							
	TA	494	MOTOR VEHICLE SUPERVISOR							
	TA	661	OFFICE MACHINE AIDE I							
	TA	659	OFFICE MACHINE AIDE II							
	TA	003	SECRETARY IA							
	TA	004	SECRETARY IB							
	TA	007	SECRETARY IIA							
	TA	927	SECRETARY IIB							
	TA	939	SECRETARY IIIA							
	TA	968	SECRETARY IIIB							
	TA	970	SECRETARY IV							

SCHEDULE F

Local 1655

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Longevity Increment				After 15 Yrs.	800	800	800	800	800	800
13,16	TA	778	SENIOR MOTOR VEHICLE SUPV.							
	TA	945	WORD PROCESSOR I							
	TA	946	WORD PROCESSOR II							
19	TA	965	X-RAY TECHNICIAN	After 15 Yrs.	500	500	500	500	500	500
Recurring Increment										
26	TA	766	CLERICAL ASSOCIATE II	After 5 Yrs.	592	592	604	604	628	628
	TA	789	CLERICAL ASSOCIATE III	After 9 Yrs.	592	1,184	604	1,208	628	1,256
	TA	890	CLERICAL ASSOCIATE IV	After 12 Yrs.	592	1,776	604	1,812	628	1,884
	TA	007	SECRETARY IIA	After 15 Yrs.	295	2,071	300	2,112	312	2,196
	TA	927	SECRETARY IIB	After 18 Yrs.	678	2,749	692	2,804	720	2,916
	TA	939	SECRETARY IIIA							
	TA	968	SECRETARY IIIB							
	TA	970	SECRETARY IV							
		367								
	TA	382	TRAN. CUST. SERV.SPEC.II							

SCHEDULE F

Local 1655

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Service Increment										
18	TA	297	ASSOC.CASHIER (TA) I	After 5 Yrs.	345	345	352	352	366	366
	TA	298	ASSOC.CASHIER (TA) II	After 10 Yrs.	343	688	350	702	364	730
	TA	695	SUPERVISING ASSOC CASH'R I TA	After 15 Yrs.	345	1,033	352	1,054	366	1,096
	TA	757	SUPERVISING ASSOC CASH'R II TA							
23	TA	494	MOTOR VEHICLE SUPERVISOR	After 10 Yrs.	887	887	905	905	941	941
	TA	778	SENIOR MOTOR VEHICLE SUPERVSR.							
Experience Differential										
28	TA	316	COMPUTER ASSOC(TS) I	After 5 Yrs.	813	813	829	829	862	862
	TA	332	COMPUTER ASSOC(TS)II							
	TA	333	COMPUTER ASSOC(TS)III							
	TA	691	PRIN.ADMIN.ASSOC.I							
	TA	733	PRIN.ADMIN.ASSOC.I SECY.							
	TA	695	SUPERVISING ASSOC CASH'R I TA							
	TA	757	SUPERVISING ASSOC CASH'R II TA							
31	TA	861	STENO. SPEC. I	After 5 Yrs.	1,066	1,066	1,087	1,087	1,130	1,130
	TA	866	STENO. SPEC. III							
	TA	863	STENO. SPEC. II							
	TA	973	SUPERVISOR OFFICE MACH. OPER.							

SCHEDULE G

ADDITIONAL COMPENSATION SCHEDULE
Local 2627

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Longevity Differential										
34	TA	318	COMPUTER AIDE I	After 1 Yr.	3,738	3,738	3,813	3,813	3,966	3,966
	TA	314	COMPUTER AIDE II							
	TA	415	COMPUTER PROGR.ANALYST I							
	TA	414	COMPUTER PROGR.ANALYST II							
8	TA	315	COMPUTER ASSOC(OPERATIONS) I	After 3 Yrs.	3,740	3,740	3,815	3,815	3,968	3,968
			COMPUTER ASSOC(OPERATIONS)							
	TA	319	II							
			COMPUTER ASSOC(OPERATIONS)							
	TA	346	III							
	TA	328	COMPUTER ASSOC(SW) I							
	TA	329	COMPUTER ASSOC(SW) II							
	TA	343	COMPUTER ASSOC(SW) III							

SCHEDULE G

ADDITIONAL COMPENSATION SCHEDULE

Local 2627

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Longevity Increment										
				After 15						
16, 45	TA	318	COMPUTER AIDE I	Yrs.	800	800	800	800	800	800
	TA	314	COMPUTER AIDE II							
	TA	315	COMPUTER ASSOC(OPERATIONS) I							
			COMPUTER ASSOC(OPERATIONS)							
	TA	319	II							
			COMPUTER ASSOC(OPERATIONS)							
	TA	346	III							
	TA	328	COMPUTER ASSOC(SW) I							
	TA	329	COMPUTER ASSOC(SW) II							
	TA	343	COMPUTER ASSOC(SW) III							
	TA	415	COMPUTER PROGR.ANALYST I							
	TA	414	COMPUTER PROGR.ANALYST II							

SCHEDULE H

ADDITIONAL COMPENSATION SCHEDULE

Local 1407

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Assignment Differential										
				Supervises 5 or more 2 of which are Assoc Supervises at least 6						
27	TA	286	ASSOC.ACCOUNTANT		1,713	1,713	1,747	1,747	1,817	1,817
					2,287	2,287	2,333	2,333	2,426	2,426
Longevity Differential										
4	TA	081	ASST.ACCOUNTANT	After 3 Yrs.	1,139	1,139	1,162	1,162	1,208	1,208
				After 5 Yrs.	1,636	2,775	1,669	2,831	1,736	2,944
				After 12 Yrs.	1,128	3,903	1,150	3,981	1,196	4,140
Longevity Increment										
16	TA	621	MANAGEMENT AUDITOR TRAINEE	After 15 Yrs.	800	800	800	800	800	800
	OA	508	MANAGEMENT AUDITOR TRAINEE (MaBSTOA)							

SCHEDULE H

ADDITIONAL COMPENSATION SCHEDULE

Local 1407

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Service Increment										
11	TA	053	ACCOUNTANT	After 3 Yrs.	1,998	1,998	2,038	2,038	2,120	2,120
	TA	622	MANAGEMENT AUDITOR	After 5 Yrs.	2,936	4,934	2,995	5,033	3,114	5,234
	OA	510	MANAGEMENT AUDITOR (MaBSTOA)	After 12 Yrs.	2,682	7,616	2,735	7,768	2,845	8,079
12	TA	286	ASSOC.ACCOUNTANT	After 3 Yrs.	1,998	1,998	2,038	2,038	2,120	2,120
	TA	293	ASSOC.MANAGEMENT AUDITOR	After 5 Yrs.	3,363	5,361	3,430	5,468	3,567	5,687
	OA	509	ASSOC.MANAGEMENT AUDITOR (MaBSTOA)	After 12 Yrs.	2,684	8,045	2,738	8,206	2,847	8,534
60	TA	621	MANAGEMENT AUDITOR TRAINEE	After 3 Yrs.	437	437	446	446	464	464
	OA	508	MANAGEMENT AUDITOR TRAINEE (MaBSTOA)	After 5 Yrs.	96	533	98	544	102	566
				After 12 Yrs.	90	623	91	635	94	660

SCHEDULE I

ADDITIONAL COMPENSATION SCHEDULE

Local 154

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Longevity Differential										
1	TA	432	CLAIM SPECIALIST I	After 1 Yrs.	693	693	707	707	735	735
	TA	433	CLAIM SPECIALIST II	After 3 Yrs.	694	1,387	708	1,415	737	1,472
	TA	461	CLAIM SPECIALIST III	After 5 Yrs.	696	2,083	710	2,125	738	2,210
				After 7.5 Yrs.	831	2,914	847	2,972	881	3,091
Longevity Increment										
13	TA	432	CLAIM SPECIALIST I	After 15 Yrs.	800	800	800	800	800	800
	TA	433	CLAIM SPECIALIST II							
	TA	461	CLAIM SPECIALIST III							

SCHEDULE J

**ADDITIONAL COMPENSATION SCHEDULE
Local 983**

Pattern	Au	Tc	Title	Schedule	Effective 07/01/2005		Effective 08/01/2006		Effective 02/01/2007	
					Added	Total	Added	Total	Added	Total
Longevity Increment										
16	TA	648	MOTOR VEHICLE OPERATOR	After 15 Yrs.	800	800	800	800	800	800
Recurring Increment										
24	TA	648	MOTOR VEHICLE OPERATOR	After 10 Yrs.	1,188	1,188	1,212	1,212	1,260	1,260

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APPENDIX A

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 DC 37, AFSCME including the Civil Service Technical Guild, and Communication Workers of America.

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

4.0 DEFINITIONS

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

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peyote, phencyclidene (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, phenobarbital, or valium.

- 4.2 Drug - Any substance which requires a prescription or other writing from a licensed physician or dentist for its use and which may impair an employee's ability to perform his/her job or whose use may pose a threat to the safety of others.
- 4.3 Marijuana - (Marihuana) - means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake 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 Division of Occupational Health Services.

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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 Division of Occupational Health Services 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 Division of Occupational Health Services shall notify the employee's Department Head as appropriate.

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.

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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.

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

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

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

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;

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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.

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 or 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

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the EAP, and, where applicable, the employee has been restored to duty or where follow-up testing is allowed under FTA regulations;

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 substances.

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 6.6, 6.7, 8.3 and 10.1 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.

6.2 Refusal to take such test(s) as provided for under paragraphs 5.3 and 5.4 herein will be deemed an admission of improper use of Controlled Substances or Drugs and will result in dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

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

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

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

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- 6.5 When the testing is positive for drugs or controlled substances, excluding marijuana, for an employee with one or more years of service, the employee shall be dismissed.
- 6.6 An employee with more than one year of service who tests positive for the first time for drugs or controlled substances under the random testing program shall be treated in accordance with the provisions of Section 10.1.
- 6.7 When the testing is positive for marijuana for an employee with one (1) or more years of service, the employee will be referred to the Employee 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.
- 6.8 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.
- 6.9 Employees who are referred to EAP pursuant to paragraph 6.7, where EAP recommends, may 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 in his/her title, following six months from the initial positive test for marijuana, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.10 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.

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6.11 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.

6.12 In the event the employee tests positive for drugs, controlled substances and/or alcohol a second time as a result of any drug and/or alcohol testing, including a random test, the employee shall be dismissed, except that when the second positive test occurs more than one year after the employee's restoration to duty following the first positive test, the employee will be eligible for restoration to an available, budgeted non-safety sensitive position if he/she again completes rehabilitation as described in Sections 8.0 and 9.0. The employee will be reclassified and assigned to the non-safety sensitive position in accordance with the procedures defined in the restricted duty policy and will be paid the applicable rate of the non-safety sensitive position.

6.13 An employee who tests positive a third time for drugs, controlled substances or alcohol, or any combination thereof, shall be dismissed without opportunity for restoration.

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

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

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

7.1 The employee shall submit a written request to the Labor Disputes Resolution Section of the Labor Relations Department including the employee's name, pass number, the date on which the samples were given. No such request will be honored

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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 permanent employees who voluntarily wish to participate in the EAP program.

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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 leave in accordance with the Authority's restricted duty policy.
- 8.5 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

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 Division of Occupational Health Services 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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- 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 (drugs, controlled substances, and/or alcohol) will result in a final dismissal which will not be subject to such restoration, except where the second positive test occurs more than one year after the employee's restoration to duty following the first positive test, the employee will be eligible for restoration to an available, budgeted non-safety sensitive position if he/she again completes rehabilitation as described in 8.0 and 9.0 above. The foregoing with respect to restoration following a second positive test may only be applied once (i.e., any subsequent positive drug, controlled substance and/or 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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9.5 An employee who tests positive a third time for drugs and or alcohol or any combination thereof, shall be dismissed without opportunity for restoration.

10.0 RANDOM DRUG TESTING

The following only applies to random drug testing.

10.1 No disciplinary action will be taken against an employee, in service one or more years, who tests positive for drugs and/or controlled substances in a random test if (i) the employee has no record of prior positive drug and/or alcohol tests at the Authority and (ii) the employee completes rehabilitation as herein described. The employee shall be referred to the Employee Assistance Program, relieved of his or her responsibilities, and given the opportunity for rehabilitation through that program. The employee will be in a no pay status, however, he/she will be permitted to use accrued leave balances during his/her participation in the Employee Assistance Program. Once the employee is certified as drug/alcohol free and otherwise eligible for restoration under section 9 of the policies, the employee will be restored to duty. The employee will be required to submit to an Authority-administered drug/alcohol test before he or she will be returned to duty.

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

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

10.4 Representatives of the Authority and the Union have met to discuss the method in which random testing will be conducted. The random testing will be conducted in a manner which accords with the appropriate standards of medical safety and which

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respects employee privacy and the standards of work-force fairness and decency, as well as the Authority's needs for efficiency in its operation. The method of random testing will require that the Authority develop a list of unique selected numbers (e.g. social security numbers) which pool of numbers will be used for random selection; avoidance of the use of actual employees' names in the selection has the purpose of avoiding any suspicion of subjectivity in selection. The Authority will inform the union of selection methods to be used. It is understood that mobile vans may be used to facilitate the collection of test samples with minimal work disruption and to accommodate the work locations of employees.

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

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

11.0 MISCELLANEOUS PROVISIONS

11.1 In the event that State or Federal statutes, rules or regulations hereafter adopted impose on the Authority the obligation to conduct drug or alcohol testing in a manner inconsistent with the provisions of this agreement and/or the policies, this agreement and/or the policies shall be amended after discussions by the parties to conform to such legal requirements. Furthermore, nothing shall prevent the Authority from modifying this Policy/Instruction based on operational necessity or other factors pursuant to discussions with the Union.

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- 11.2 The Authority provides and will continue to provide, on an on-going basis, training programs for managers and supervisors on the subject of drug abuse. In addition, the Authority will provide to all employees information and educational materials on the subject of drug abuse.
- 11.3 The Authority will make reasonable efforts to place the Union on equal footing with the Authority with regard to site visits to laboratories which it selects for use.

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APPENDIX B

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 employees represented by DC 37, AFSCME including the Civil Service Technical Guild and Communication Workers of America.

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

4.0 DEFINITIONS

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- 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 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.
 - 5.1.3 When the employee is classified as safety-sensitive and is selected pursuant to the Random Testing Program or FTA regulations.
 - 5.1.4 When an employee has tested positive for alcohol, whether in a random or other test, and has been restored to duty, he/she will be required to submit to a breath analysis test on an unannounced basis for a period of one year after successful completion of the Employee Assistance Program (EAP) or where follow-up testing is allowed under FTA regulations. If the breath analysis test indicates a reading or .02 mgm/cc or greater, the employee will be required to submit to a blood alcohol test.
- 5.2 Refusal to take such test(s) shall be deemed an admission of being unfit for duty and subject the employee to immediate suspension from duty and may be deemed grounds for dismissal.

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

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

6.0 CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES

- 6.1 When someone is found "UNFIT DUE TO INDULGENCE IN AN ALCOHOLIC BEVERAGE" (a positive finding) and the employee has less than one (1) year of service, he/she shall be dismissed from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.2 When the blood alcohol finding is positive for an employee with one (1) or more years of service, in the absence of any in-service incident that resulted in harm or injury to any person, 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 Division of Occupational Health Services, 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.

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- 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.
- 6.6 Where an employee is found to be in possession of an alcoholic beverage while on duty, the employee, in the first such instance, shall be suspended from duty for thirty (30) work days without pay and referred to EAP. If an employee is found to be in possession of an alcoholic beverage while on duty in a second such instance, the employee shall be dismissed.
- 6.7 An employee found in possession of an alcoholic beverage while on duty, who previously was found or subsequently is found positive for alcohol, shall be dismissed. An employee found positive for alcohol and in possession of an alcoholic beverage, in the context of the same factual circumstances, shall be subject to treatment or penalty hereunder as if solely found positive for alcohol.
- 6.8 In the event the employee tests positive for drugs, controlled substances and/or alcohol a second time as a result of any drug and/or alcohol testing, including a random test, the employee shall be dismissed, except that when the second positive test occurs more than one year after the employee's restoration to duty following the first positive test, the employee will be eligible for restoration to an available, budgeted non-safety sensitive position if he/she again completes rehabilitation as described in Sections 8.0 and 9.0. The employee will be reclassified and assigned to

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a non-safety sensitive position in accordance with the procedures defined in the restricted duty policy and will be paid the applicable rate of the non-safety sensitive position.

- 6.9 An employee who tests positive a third time for drugs, controlled substances or alcohol, or any combination thereof, shall be dismissed without opportunity for restoration.

7.0 PROCEDURES FOR MAKING BLOOD SAMPLES AVAILABLE FOR CONFIRMATION TESTING

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

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

7.2.1 The employee shall submit a written request to the Division of Labor Disputes Resolution of the Office of Labor Relations including the employee's name, pass number and the date on which the samples were given. 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.

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

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- 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.
- 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.

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9.0 RESTORATIONS

- 9.1 An employee who has been dismissed from service under this policy, except where the dismissal occurred while the employee was on probation or where restoration is not available under this policy, will be restored to duty pursuant to the terms of this policy if he or she (1) enrolls in a treatment program and is certified by such program or other medical authority as being free from misuse of alcoholic beverages, controlled substances or drugs; or (2) submits other medical proof satisfactory to the Authority that he or she is not misusing alcoholic beverages, controlled substances or drugs. Employees desiring to obtain counseling or treatment in a program or under medical authority not under the jurisdiction of the Authority must obtain prior approval to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by the Authority's Medical Department prior to a recommendation of restoration to duty. Such program or medical authority must be licensed by the State of New York or equivalent licensing authority.
- 9.2 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 6.7, 6.8,) 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 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

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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.

10.0 RANDOM TESTING

The following shall only apply to random tests:

10.1 No disciplinary action will be taken against an employee, in service for one or more years, who tests positive for alcohol in a random test if (i) the employee has no record of prior positive drug and/or alcohol tests at the Authority and (ii) the employee completes rehabilitation as herein described. The employee shall be referred to the Employee Assistance Program, relieved of his or her responsibilities, and given the opportunity for rehabilitation through that program. The employee will be in a "No Pay" status, however, he/she will be permitted to use accrued leave balances during his/her participation in the Employee Assistance Program. Once the employee is certified as drug/alcohol free and otherwise eligible for restoration under section 9 of the policies, the employee will be restored to duty. The employee will be required to submit to an Authority-administered drug/alcohol test before he or she will be returned to duty.

10.2 Refusal to take a random alcohol test as directed will be deemed an admission of improper use of alcohol and treated as if the employee had been found positive. In addition, the employee will be subject to appropriate discipline for failure to comply with a direct order for which the penalty may be dismissal. Employees who report unreasonably late after they are directed for testing or who do not appear at all shall be considered as having refused the test.

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- 10.3 Representatives of the Authority and the Union have met to discuss the method in which random testing will be conducted. The random testing will be conducted in a manner which accords with the appropriate standards of medical safety and which respects employee privacy and the standards of work-place fairness and decency, as well as the Authority's needs for efficiency in its operation. The method of random testing will require that the Authority develop a list of unique selected numbers (e.g. social security numbers) which pool of numbers will be used for random selection; avoidance of the use of actual employees' names in the selection has the purpose of avoiding any suspicion of subjectivity in selection. The Authority will inform the union of selection methods to be used. It is understood that mobile vans may be used to facilitate the collection of test samples with minimal work disruption and to accommodate the work locations of employees.
- 10.4 Whenever it is feasible to do so during day time hours, the Authority will transport and escort employees to the testing site. The Authority will transport and escort employees who are required to report at night to the testing site. Employees who are not transported and escorted are required to report for testing to the appropriate medical assessment center or other appropriate testing site, as directed by supervision, as soon as possible via public transportation. Use of an employee's personal vehicle is prohibited unless the employee is escorted by supervision.
- 10.5 For purposes of meeting service to the public, absences created by random drug/alcohol testing will be filled as per current practice for filling any other open work.
- 10.6 An employee who is required to submit to a blood alcohol test following a breath analysis test will be relieved of his/her responsibilities pending the results of the blood alcohol test. Should the blood alcohol test result in a negative finding, the employee will be paid for the time held out of service as if he/she had worked.

11.0 MISCELLANEOUS PROVISIONS

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- 11.1 In the event that State or Federal statutes, rules or regulations hereafter adopted impose on the Authority the obligation to conduct drug and/or alcohol testing in a manner inconsistent with the provisions of this agreement and/or policies, this agreement and/or the policies shall be amended after discussions by the parties to conform to such legal requirements. Furthermore, nothing shall prevent the Authority from modifying this Policy/Instruction based on operational necessity or other factors pursuant to discussions with the Union.

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APPENDIX C

October 23, 1995

Mr. Dennis Sullivan
Director of Research and Negotiations
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, N.Y. 10007

Dear Mr. Sullivan:

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

[1.] 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.

[2.] The Authority will provide EDP personnel working close to high-speed printers and cashiers in the money room with annual auditory exams.

[3.] A special Labor-Management subcommittee will be established to discuss issues unique to the Claims Examiner group.

Claims Examiners in the field will not ordinarily be required to call in more frequently than once every two hours.

[4.] The Authority will provide short sleeve shirts for money room employees.

[5.] The current practice which provides for one-third compensation for travel time when an employee is required to travel out of town outside of regular work hours shall be modified to provide for 50% compensation for such travel time. This provision does not apply to travel to seminars, conventions or training for which no travel time is paid.

[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 having the same force and effect as if they were included in the contract. These items, which have been combined for purposes of clarification, are as follows:]

Transfer Policy

Each employee who requests a reassignment/transfer will have his/her record reviewed as if he/she were being considered for promotion. If the reassignment/transfer is denied, the employee will be notified in writing of the reason for the denial, with a copy to the Union. In the event that there are three or more names on the transfer list, the Authority shall utilize the "1 in 3" rule in the same manner as it does for promotion except that if an employee requests a transfer to a location having more than one department, that employee shall remain on the transfer list until turned down by three departments. However, if two or more employees considered and not selected by a department are later considered for a vacancy, they shall be considered together with the next three employees on the transfer list. That consideration shall be counted towards the three considerations allowed prior to the removal from the transfer list. An employee who has been removed from the transfer list as a result of being passed over for transfer, may not reapply for transfer for a period of six months.

Furthermore, nothing in the transfer policy will interfere with management's right to leave a vacancy unfilled, to fill a temporary vacancy by means other than transfer, or to delay a transfer until a replacement is secured for department from which the employee is transferring. In addition, it is understood that the transfer policy will not be extended to vacancies that are created by a transfer.

"Downtown Brooklyn Area," as defined on the map below, includes both sides of the streets on the borders, all buildings within the borders and the Howard Building and Police Academy.

Health and Hospitalization

If an employee has filed for any disability retirement and, prior to the approval of the application makes direct payment to prevent discontinuation of the basic health insurance coverage, upon approval of the disability application the Authority will request the basic health insurance carrier to reimburse the employee in the amount of the direct premiums paid by the employee which premiums are also paid by the Authority. The Authority shall upon request provide the employee with a letter to the carrier indicating the effective dates of coverage under the City Health Insurance Program.

If an employee is laid off, on leave, or disabled, and has Authority contributions for basic health insurance discontinued, the Authority will request that the appropriate carrier accept direct payment from the Union at the Authority's premium payment rates on behalf of such employee for a maximum period of one year from date of discontinuance.

The Authority will recommend to the Health Insurance Directorate that retirees be permitted to add dependents to such retirees' coverage under the City Health Insurance Program on the same terms and conditions as active employees.

Transfer to City Agencies

The Authority agrees to request of the New York City Department of Personnel that a means of transfer of Authority employees to other City Agencies be established to be used in the event of layoffs at the Authority.

Contracting Out

The Union may bring the issue of contracting-out or farming-out of work normally performed by employees covered under this agreement to the Labor-Management Committee for discussion.

Overtime

Where the Authority, Union, and employee all agree, employees may be compensated for overtime worked with compensatory time off on an hour off for each overtime hour worked basis, or at time and one-half where required by the Fair Labor Standards Act, rather than being compensated in cash for such overtime worked.

Lateness

Cases of lateness caused by a change in an employee's regular shift or personal circumstances may be brought to the Labor/Management Committee to discuss a possible adjustment in the regular work schedule.

Flexitime

The Labor/Management Committee shall consider the feasibility of implementing flexitime 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 flexitime is not appropriate for his/her department. The decision of the Department Head shall not be subject to review under Article VI of the contract.

Parking Facilities

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.

New Data Processing Installations

The Union shall be notified in the event that the Authority opens a Data Processing installation at a new locale.

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 Authority's Office of Equal Employment Opportunity for resolution.

Revenue Department

1. In the event that the date of holiday observance of a holiday of the Federal Reserve Bank differs from that of the Authority, the Union agrees to discuss the appropriate date of observance in light of the impact such date of observance would have on the Authority.

2. A Labor/Management Committee shall be established to address problems arising in the Revenue Room.

Claims Examiner

A training program shall be established for Claims Examiners.

Motor Vehicle Operators Only

There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation.

Motor Vehicle Operators shall be covered by a "pick and bid" procedure which shall be based upon seniority.

Motor vehicles shall be in compliance with minimum standards of applicable law.

If the current locker room is to be used for other purposes, the Authority shall provide comparable facilities for the Motor Vehicle Operators.

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

Sincerely,

E. Virgil Conway, Chairman

Alan F. Kiepper, President

Agreed to:

Dennis Sullivan
District Council 37

APPENDIX D

Dedicated Paid Leave Fund Pilot December 19, 2007

Purpose:

This pilot program is proposed to establish a dedicated paid leave program to permit represented permanent and provisional employees in either the MTA New York City Transit or Manhattan and Bronx Surface Transit Operating Authority (herein after referred to as the "Transit") in the following bargaining units (District Council 37 (all five locals), Civil Service Technical Guild, Local 375 and the Communications Workers of America, Local 1180, herein referred to as the "Union") to voluntarily donate available earned paid leave time to a joint labor-management administered fund to offset the costs of permanent employees who are absent as a result of a long-term non-service connected illness and who have exhausted all available earned and granted paid leave benefits.

Scope:

This pilot program applies to eligible Transit permanent and provisional employees in titles represented in one of the participating Transit unions. Probationary, temporary and seasonal employees in represented titles are excluded from this program. This program is limited to employees within the Union.

Pilot:

The pilot program will be in effect for a minimum of two (2) years. Thereafter, either party may terminate the program at any time with at least ninety (90) days notice.

Joint Labor – Management Committee Administration:

A Joint Labor-Management Committee will be established to review eligible employee fund applications, monitor the distribution of fund paid leave time for approved applications and report on fund performance. The Committee will be composed of one representative from the Union and one representative from Transit management. Both Committee members must agree to fund a dedicated paid leave grant to an eligible employee. The Committee members will serve for a period of two years.

The decision of the Committee must be unanimous in order to award benefits. If an employee requests a review of the decision of this Committee, a written request must be submitted to the Senior Vice President of Administration, or his/her designee, for review within 30 days of the Committee's decision. The decision of the Senior Vice President of Administration will not be subject to the union's contract interpretation grievance procedure.

Donations to the fund and distribution of monies from the fund will be administered by the Transit's Office of the Controller.

Annual Paid Leave Donations*:

Annually represented permanent and provisional employees with more than two (2) years but less than ten (10) years of Transit service may donate up to five (5) earned annual leave or compensatory days to the fund.

Permanent and provisional employees with ten (10) years of Transit service or more may donate up to ten (10) earned paid sick leave, annual leave or compensatory time days to the fund. In addition, only employees with more than 80 earned paid sick leave days in his/her bank may donate sick leave time.

Paid leave donations will be made once a year on an approved Transit Payroll Division timesheet or form. Employees donating paid leave time to the Fund must sign a statement waiving any future claim to the donation.

*Transit will permit, under limit circumstances, from those employees whose previous City service was transferred along with any paid annual and/or sick leave time that such leave time may be donated to the bank under the above noted criteria.

Donation Credit:

All paid annual and compensatory leave donations will be credited to the Fund on a day for day basis. All paid sick leave donations will be credited on a (2) day donation for one (1) day paid leave benefit for approved recipients. All dedicated paid leave donations are irrevocable.

Criteria for Recipient Eligibility:

1. Permanent or provisional employees must have at least five years of continuous Transit service within one of the participating bargaining units with MTA New York City Transit.
2. Employee application for funds will only be considered for a non-service connected injury or illness.
3. Employee applicant must also meet the criteria noted below:
 - a.) Employee must be absent due to illness or injury for a period of more than 30 work days.
 - b.) Employee has timely and properly followed MTA New York City Transit Sick Leave Policy submitting appropriate medical documentation satisfactory to Transit to substantiate this on-going illness or injury on an approved Transit sick leave application.
 - c.) Office of Labor Relations' Labor Cost Control Unit has processed the applicant request and forwarded it to Office of Health Services for review and approval.

- d.) Employee has exhausted all available earned paid leave benefits, such as sick leave, annual leave, personal leave, compensatory time, etc.
- e.) Employee applied for and was approved for all anticipated and/or advanced paid leave grants.
- f.) Employee, if eligible, applied and was approved for additional sick leave.

Recipient Fund Benefit:

1. The applicant must submit a fully completed application to the fund for review. The application must be approved by OLR, OHS, and Payroll before processing.
2. The maximum paid sick leave grant available is up to whatever is in the Fund up to a maximum of 30 workdays. Once a grant is exhausted, a recipient may reapply for an additional grant of up to 10 workdays.
3. Approved recipients will receive available fund benefits for the period designated.
4. Fund paid leave benefits may not be used as a supplement to income benefits under any Transit or union short-term or long-term disability benefits. If the employee has already received income benefits under any Transit or Union STD or LTD benefit plan, those benefits must be reimbursed.
5. While a recipient is receiving grant monies from the fund, this will be taxed as income and considered non-pensionable income. Employees who are running-out an approved grant will also have their health insurance coverage continued in a paid status.