AGREEMENT

BETWEEN

NEW YORK CITY TRANSIT AUTHORITY

and

CIVIL SERVICE TECHNICAL GUILD, AFSCME, AFL-CIO

Effective

July 1, 2002

to

June 30, 2005

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AGREEMENT made as of the first day of July, 2002 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) (hereinafter jointly referred to as the "Authority") and the CIVIL SERVICE TECHNICAL GUILD LOCAL 375, METROPOLITAN TRANSPORTATION AUTHORITY CHAPTER NO. 2, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter 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 Schedule A, attached hereto and made a part hereof, with wages, hours, working conditions and grievance procedures; and

c. To protect the interest of the public through a definite understanding of the respective rights, duties, privileges, responsibilities, and obligations of the Authority, the employees and the Union.

Article II. Recognition

a. The Authority recognizes the Union as the exclusive bargaining representative and the exclusive representative for the presenting and processing of employee grievances of all employees of the Authority in titles listed in Schedule A, except those who have been determined managerial/confidential as defined in Section 201.7 of the New York Civil Service Law.

b. Covered employees in the titles Administrative Engineer, Administrative Architect and Administrative Project Coordinator are subject to the collective bargaining agreement provisions as set forth in Article XXXVII hereof.

Article III. Management Rights

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

Article IV. Reciprocal Obligations

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

Article V. Union Security

The Authority agrees to honor all check-off cards submitted by the Union 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

a. A "Grievance" is hereby defined to be a written 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.

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

Step 2.

At any time within three (3) days after the decision at Step 1 is made, the employee, personally or through his/her Union representative, may appeal from that decision to the head of the department in which the grievance arose.

Such appeal shall be in writing, and shall be heard by the head of the department within five (5) days after the receipt of the appeal. Notice of the hearing shall be given to the employee and to the Union, if he/she is represented by the Union, and he/she and/or his/her Union representative shall be allowed to attend and be heard. The Department Head shall, within five (5) days after the hearing, deliver his/her written decision to the employee and his/her Union representative and shall file a copy thereof with the Authority's Department of Labor Relations.

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

Step 3.

The aggrieved employee or his/her Union representative may, at any time within five (5) days after the filing and mailing of said decision, appeal from the decision of the Department Head to a committee of officers or representatives of the Authority designated by it to hear Step 3 appeals. Such appeal shall be in writing and shall be delivered to the 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 at Step 3, the Union shall file with the Impartial Arbitrator a full statement as to the nature of the grievance and complaint, together with a copy of the decision thereon at Step 3 of the grievance procedure. The Authority may also submit to the Impartial Arbitrator, for his/her opinion and determination, any complaint arising solely out of the interpretation, application, breach or claim of breach of the provisions of this Agreement. The Impartial Arbitrator shall fix a date for the hearing on at least three (3) 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 Trials 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 mutually agreed to between the parties on an ad hoc basis. If the parties cannot agree on the Arbitrator, he/she shall be selected and appointed pursuant to the rules of the American Arbitration Association.

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 to the alleged out-of-title work. Notwithstanding

anything to the contrary in this Article, all grievances at any level alleging an assignment of an employee to duties substantially different from those stated in his/her job specification, 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

There shall be no layoffs of personnel within the units certified without prior consultation with the Union and said layoffs will be in accordance with Civil Service Law, where applicable. This Article is not subject to the grievance procedure or to arbitration.

Article X. Reassignments, Transfers and Service in Provisional Titles

A. An employee whose title appears in Schedule A of this Agreement may request a transfer to another location. Each such request must be in writing to the Assistant Vice President, Employment Services, with a copy to the head of the department to which the employee is assigned and a copy to the Union. Such requests will be considered after promotions or appointments are made from eligible lists and before provisional appointments are made. When a transfer or transfers are to be made, qualifications for the duties to be performed and seniority of the employees who have such requests on file at the time of transfer and who are in the appropriate title, shall govern. Seniority shall be determined by date of entry into the title in the employ of the Authority, whether by appointment, promotion or transfer. The customary usages concerning breaks in service and other factors shall govern.

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.

There will be no reassignments or transfers of personnel within the units certified as a means of penalty, nor shall there be any transfers or reassignments in an arbitrary or capricious manner. This clause, however, shall not interfere with the Authority's managerial rights 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.

B. Service in Provisional Titles

(1) 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.

(2) 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

(3) If immediately prior to a 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 all employees covered by this contract shall be seven (7) hours daily. All shortened work day schedules shall be in accordance with city-wide policy. No shortened work day schedules shall be granted to any employee until the employee has completed one year of service. All shortened work day schedules shall begin on the same day as New York City Mayoral Agencies and shall terminate on Labor Day.

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 XII, Section 8.1.

2. Shift Differential and Overtime

2.0 Shift Differentials

(a) (1) There shall be a shift differential of ten (10) percent in titles listed in Schedule A of this Agreement. Night shift differential will be in effect from 6:00 pm to 8:00 am with more than one (1) hour of work between 6:00 pm and 8:00 am for employees hired before July 1, 2004.

(2) For all employees listed in Schedule A, the shift differential shall apply to hours actually worked between 8:00 pm and 8:00 am for the first three years of employment.

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

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

2.1 Overtime

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

(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 titles are listed in Schedule A, and 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 in accordance with Article XI, 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 8% 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.

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

2. An employee who has reached the 8% overtime cap set in paragraph 1 above and who, because of the needs of service, is required to work overtime may be permitted to earn up to 16% above his/her annual rate of pay with the approval of the division head of the unit.

3. In 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.

4. Where an employee receives compensatory time in lieu of overtime pay, the dollar value of such compensatory time shall be included in the

calculation of annual overtime cap.

5. Except for the adjustments specified in paragraphs 2 and 3 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.

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

(l) 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.

(n) Effective July 6, 1998, employees in Administrative titles represented by the Union shall become eligible for overtime pay pursuant to the provisions of this Article.

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 Schedule A.

2. Annual Leave Allowance.

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

2.1 A. "Annual Leave Allowance" shall be granted to permanent employees appointed prior to July 1, 1985 who work a five (5) day week, as follows:

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

On beginning his/her eighth year of full time paid service, an employee will start to accrue annual leave allowance at the rate of 25 work days per year (two (2) days per month and one (1) day at the end of the vacation year), and on beginning his/her fifteenth year of service, he/she will accrue annual leave at the rate of twenty-seven (27) work days

per year (two and a quarter (2 1/4) days per month) not to exceed in either case, the maximum allowance of twenty-five (25) work days and twenty-seven (27) work days respectively.

B. The annual leave allowance for employees subject to this agreement who were appointed after July 1, 1987 and prior to July 1, 2004 shall accrue as follows:

Years In Service	Annual Leave Allowance	Monthly Accrual
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

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

Years of Service	**Days of Annual Leave Accrual**
1-4	14
Beginning 5th 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 Workers' 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 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. Any vacation balance in excess of twenty 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 annual leave or any part thereof in any year, that portion thereof shall be carried over as annual leave even though the same exceeds the limits fixed above.

2.5 The normal unit of charge against annual leave allowance for vacation and personal business shall be one-half day. Smaller units of charge are authorized for 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 employees at the time convenient to the department.

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.

(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/she 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. At 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.

2.9 1. (a) The terminal leave provision for all employees, except as provided in paragraphs (b) and (c), below shall be as follows:

1. Terminal leave with pay shall be granted prior to final separation to employees hired prior to July 1, 2004 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 workdays 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) Any employee who, as of January 1, 1975, had a minimum of fifteen (15) years of service as of said date, may elect to receive upon retirement terminal leave of one (1) calendar month for every ten (10) years of service, prorated for a fractional part thereof, in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974, in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled at the time of retirement, if the employee chooses to receive terminal leave under this paragraph.

(c) In a case where an employee has exhausted all or most of his/her accrued sick leave due to a major illness, the Department Head in his/her discretion, may apply two and one-fifth (2 1/5) workdays for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave.

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

(e) 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 hereinabove provided, at such time within the year as the Authority shall fix and determine. The twelve (12) month period within which such vacation will be granted and allocated is referred to in this Article 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 article, 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) Terminal vacation with pay shall be allowed an employee, whether permanent, temporary, or provisional in addition to any vacation due him/her under Section 2.1 only under the following circumstances:

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

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

   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:

   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 Article, shall apply only to the complete vacation due the employee at the time of his/her request and no grant shall be made of only a portion of a vacation allowance.

(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 vacation year, he/she shall, to the extent that the time intervening between his/her return and the end of the vacation 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.

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 absence. This paragraph will not in any way relieve the employee from complying with subdivision (d) of this section, and in addition employees must give proper notice in person or by telephone to their assignment desks or control offices of their intention to be absent from work at least one hour before their scheduled reporting time so that a substitute may be provided, if necessary, unless a leave of absence has been previously authorized. Such advance notice will be recorded by the person receiving the message. Failure to give such notice will be regarded as a separate violation of the rules, in addition to be recorded as reporting late or absent without leave. Such notice will not be regarded as a valid reason for absence from duty nor shall the employee be deemed to be excused from duty by reason of such notice. Every absence from duty without previous

proper authority is considered neglect of duty which is detrimental to the service.

(d) To be entitled to sick leave for any day which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one (1) hour before the commencement of his/her scheduled tour of duty for that day, cause notice of the illness and of the place where he/she can be found during such illness to be given by telephone, messenger, or otherwise, to his/her appropriate superior and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time above prescribed, it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at sometime, 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 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 not to exceed 7 hours usage in any sick leave year. Use of this time shall be considered for sick leave usage evaluation. Credits cannot be earned for the period an employee is on leave of absence without pay. For the earning of sick leave credits, the time recorded on the payroll at the full rate of pay and the first six (6) months of absence while receiving Workers' Compensation payments shall be considered as time "served" by the employee.

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

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.

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

An employee who is found to be in violation of this rule governing sick leave allowances shall, in addition to being subject to the denial of sick leave, also be subject to appropriate disciplinary action. Any serious violation, or persistent infractions, or a fraudulent claim for sick leave may result in dismissal from the service.

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 section.

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 Sick Leave Control List

(a) An employee having five (5) separate instances of undocumented sick leave absence in less than one year will be counseled by his/her supervisor, at which time he/she will be advised and instructed to improve his/her sick leave record. Upon the sixth instance of sick leave absence without doctor's certification in less than one year, he/she will be placed on the Chronic Sick List and so notified with a copy to his/her Union Representative.

(b) An employee having a recent pattern of one or two day absences, with less than one half (1/2) of his/her possible sick leave balance in the bank, will be counseled by his/her supervisor. He/she will be advised and instructed to improve his/her sick leave record. He/she will be placed on the Chronic Sick List.

(c) Employees will be permitted to utilize one day of sick leave each year in units of one hour. For chronic sick list purposes, the fourth, sixth and each subsequent hour of undocumented usage shall each be considered one instance.

(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 normally be entitled to same.

(e) An employee on the Chronic Sick List who reports sick, is subject to being 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 less sick instances during the previous six (6) months, his/her name will be removed. However, if his/her sick leave record becomes poor again, sections (a) to (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 or step-parent; child, grandchild, 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) For absence required because of Health Department ruling with respect to quarantine.

(d) For 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 Board of Estimate, 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. Leaves 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 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.

(b) For employees hired after January 1, 2006, who initially elect to take less than the thirty six (36) month 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 (6) 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) 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 grounds 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. Holidays and Miscellaneous Provisions

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

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

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

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.

(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.

Whenever, under the provisions of Section 6, an employee may be entitled to another day off, without deduction in pay, in lieu of one of the stated holidays

above specified, the particular day on which he/she is to be excused from duty must be determined by his/her superior, who, as far as practicable, will consider the preferences of the employee.

(e) If an employee is required to work on any of the stated 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.

(f) If a holiday designated pursuant to this contract falls on a Saturday, 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 holiday. Employees required to work on the Monday or Friday designated by the Department Head for holiday observance pursuant to this section shall receive compensatory time only. With respect to an employee who is scheduled to work on both the Saturday 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 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 holiday.

(g) However, if the employee is required to work on a holiday which falls on his/her scheduled day off, the employee may choose whether such holiday work is to be compensated by the 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.

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

(i) An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed

separately according to paragraph (j) of this section of the contract.

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

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

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

Upon transfer of a permanent employee to a City agency or appointment to a City agency from an eligible list with continuous prior service in the Authority, all sick leave and annual leave balances shall be included in the records transferred. All compensatory time due for overtime worked shall be granted to 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 The Authority may establish rules relating to leave to meet the specific needs of the Authority but not inconsistent with the provisions of this Article as applied to employees covered by this Agreement.

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 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 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 therefor, 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 the direct cause of the employee's incapacity for work.

(2) If the employee tests positive for alcohol, drugs or controlled substances which testing was initiated by the incident which caused the harm or 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 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.

Article XIII. Medical and Hospitalization and Welfare Plans

(a) The Authority will make available, effective on the date of appointment if the insurance carriers agree, for all permanent Authority employees who have not yet attained age seventy (70), and who are employed in the titles listed in Schedule A, an opportunity each year to elect coverage either under the "Health Insurance Plan of Greater New York, Inc." (HIP/HMO), coverage under GHI Comprehensive Benefits Program (CBP) and Blue Cross/Blue Shield (21 Full Benefit Days, 180 Half Day Plan), or coverage under the District Council 37 Medteam Choice EPO; or no coverage.

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 and 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 the Union's Health and Security 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 rates paid on behalf of employees separated from service to a welfare fund which covers such employee shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to section (d) above.

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 program.

(f) The Union 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) The Authority will provide health and hospitalization coverage to retirees from titles in Schedule A and their spouses, to the extent that an agreement can be made with the City of New York in accordance with the Authority's letter of November 3, 1966 on this subject. Where the retiree or spouse is a pensioner having Medicare Part "B" deducted from his/her Social Security check, the Authority will reimburse the retiree annually for such premiums paid up to a maximum of $29.00 per month.

(h) The Authority shall make arrangements, wherever possible, to provide the same benefit program provided by the City of New York for employees represented by the Union with GHI to provide coverage for dependent children, under 23 years of age and enrolled as full time students, of employees who elect GHI coverage. The Authority will 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 months effective the first day of the month next succeeding the completion of three months of such continuous provisional service. The Authority where possible will hold a reopener during which employees in titles subject to this agreement may choose coverage under the plan of benefits at the same time as the City of New York. The Authority where possible will hold a reopener during which employees in titles subject to this Agreement may choose coverage under the plan of benefits at the same time as the City of New York.

(i) Employees eligible to receive Medicare payments may not receive reimbursements for

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.

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

(k) Employees 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.

(l) 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.

(m) Benefits for Employees in Administrative Titles Effective July 6, 1998, all employees represented by the Union, including all Administrative titles, shall receive the same benefits package, regardless of the title they hold, the date they joined the Union, or their previous status as covered employees under any Managerial Benefits plan.

Employees represented by the Union in the titles Administrative Engineer, Project Manager, and Architect, who through special agreement or previous collective bargaining agreement, received the managerial benefit package will no longer receive such managerial benefits. This includes, but is not limited to, health and welfare benefits, tuition-reimbursement, terminal leave, vacation carryover, or any other managerial benefit. The benefit package for employees in these titles shall be the same as for employees in other titles represented by the Union.

This agreement with respect to the elimination of managerial benefits for employees who previously held them supercedes any previous agreements regarding the managerial benefit package for employees in Administrative Titles.

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, sitdown, slowdown, stoppage of work, or willful abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of the employees authorized or sanctioned by the Union. This covenant is entered into in consideration of the covenants of the Authority herein contained and is in addition to any legal prohibition against strikes by public employees.

Article XVI. Meal Allowances

(a) Effective February 3, 2003, meal allowances shall be paid as follows:

For all employees who work authorized overtime not compensated for in cash, the following meal allowances shall be provided:

1. For 2 continuous hours of overtime	$8.25
2. For 5 continuous hours of overtime	$8.75
3. For 7 continuous hours of overtime	$10.75
4. For 10 continuous hours of overtime	$11.75
5. For 15 continuous hours of overtime	$12.75

(b) Time off for meals shall not be computed as overtime. However, such time off shall not effect the continuity requirement for the above meal allowance.

Article XVII. Car Allowance

Effective February 3, 2003, 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 and Personnel Folders

An employee covered by this Agreement shall be entitled to read any evaluatory statement of his/her work performance or conduct prepared during the term of this agreement if such statement is to be placed in his/her permanent personnel folder whether at the central files of the Authority, at his/her Department, or at 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.

Article XIX. Interviews

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 which may lead to disciplinary action, he/she shall be entitled to be accompanied by a Union representative or a lawyer, and he/she shall be informed of this right. If a statement is taken, he/she shall be entitled to a copy.

c. Whenever practical, 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 Department in connection with an investigation which may lead to criminal charges.

Article XX. 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. Employees in titles limited to use in the Authority, will be granted the same salary adjustments that are granted to employees in titles to which said titles have in the past been equated.[1] 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.

The Hiring rate for new employees hired on or after July 1, 2004 will be 15% lower than

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

the 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 form the "new employee" provisions set forth in this provision. Such determination is final and not subject to the arbitration procedure.

Article XXI. Miscellaneous Working Conditions

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

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

Where orientation kits are supplied to new employees the Union 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.

Article XXII. 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 in titles represented by the Union by Job Title Code, home address when available, Social Security Number and Department Code Number, as of December 31st of the preceding year.

Article XXIII. Labor-Management Committees.

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

Kronos timekeeping system issues
Training
Lounge and cafeteria space for employees
Possibility of alternate work schedules, working from different locations, etc.
Notification of capital projects
Time off after working sixteen (16) consecutive hours for emergency work

B. Health and Safety

The joint Labor-Management and Health and Safety Committee composed of three (3) labor representatives and three (3) management representatives shall continue for the duration of the Agreement. Union representatives shall be designated by the labor organization which is signatory to this Agreement. The management representatives shall be designated by the Vice President for Labor Relations.

The Committee shall meet at the request of either party on at least one week's notice for the purpose of discussing Labor-Management and Health and Safety problems and to make recommendations to the Authority. At least one (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 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 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. Check Cashing

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

Article XXIV. Medical Disability and Disqualification

Any employee who is required to take a medical examination at 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 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 XXV. Leave of Absence for Professional Licensing Examinations

The Authority will grant each employee classified in a title in the unit represented by the Union, a leave of absence with pay of one (1) day without charge to annual leave or other allowances for attendance at examinations given by an authorized government agency for the purpose of qualifying for licensing as a Professional Engineer, a Registered Architect, or a Land Surveyor. Such leave of one (1) day will be granted only once during the term of the employee's employment by the Authority and the employee must, in writing, request said leave of his/her Department Head at least two weeks in advance of the date of the examination.

Article XXVI. Assignment Differentials/Recruitment Incentives

(a) Employees assigned to duties of a special nature requiring greater responsibilities not ordinarily performed by employees in the same title, such as but not limited to Squad Leader, shall during the period so assigned receive differential pay to be determined by the Authority up to a maximum of $1025 per annum.

All such differentials shall be effective as soon as possible after assignment, but no later than 30 days from date of assignment. The differential received may, if necessary for full implementation, exceed the maximum salary for the title, but under no circumstances shall it be deemed a promotion to the next higher title.

(b) The Union agrees that if the City determines at any time during the period of this contract it is impracticable to recruit for any of the titles covered by the contract at the then minimum salary, the City and the Authority may unilaterally increase the minimum entrance salary of such title by an amount deemed necessary to recruit for such title.

(c) The assignment differential provided to employees in the Railroad Signal Specialist titles shall be eliminated July 6, 1998.

Article XXVII. Agency Shop Fees

The Authority will continue to deduct agency shop fees under the same terms and conditions as the 1977 Agency Shop Fee Agreement.

Article XXVIII. Training Fund

The Authority agrees for the period July 1, 1988 through June 30, 1991 to contribute the sum of $25.00 per annum per employee to a Union administered training fund. The training fund provided pursuant to this Article shall be utilized for programs in accordance with the Authority's recommendations as to course curriculum and content and prior approval. No contributions shall be made to said training fund until a separate supplemental Agreement between the Authority and the Union setting forth the obligations of the parties is executed and a trust fund is established by the Union to administer these contributions.

This Supplemental Agreement shall be neither effective nor binding on the Authority or the Union unless approved pursuant to the New York State Financial Emergency Act for the City of New York, as amended.

Article XXIX. 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 XXX. 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 30 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. In behalf of the Union, District Council 37 and the Civil Service Technical Guild have affirmed, in a separate document, that they have 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 the Union 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) An employee who requests that his/her authorization be revoked shall not be able to reauthorize contributions for a year from the date the revocation is effective.

(l) 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.

(m) 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 XXXI. 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, career development, terminal leave lump-sum payments, assignment differentials, shift differentials, compensation for overtime, increase in overtime cap, timely payments, accrual of personal leave day, child care provisions, ability to grieve out of title work, temperature conditions, definition of immediate family, promotion lists and training programs.

Article XXXII. Drugs/Controlled Substances and Alcohol Policies

The Authority's Policy Instructions, 6.0.3, and 6.9, concerning Drugs and Controlled Substances and Alcohol, respectively, are hereby incorporated into and become part of the 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 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 6.0.3 and 6.9 which would be necessary for the Authority's compliance with the legislation or regulation. This provision shall not prevent the Authority from modifying such Policy Instructions where any legislation or regulation pertaining to the use or possession of drugs, controlled substances or alcohol does not allow the Authority discretion as to implementation. Furthermore, nothing in this Article shall prevent the Authority from modifying such Policy Instructions based on operational necessity or other factors and pursuant to discussions with the Union.

Article XXXIII. Annuity Plan

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

Article XXXIV. Timekeeping Differential

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

Article XXXV. Disabled Employees

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

Article XXXVI. 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. Engineer/Architect Levels I, II and III and Administrative (Represented) Titles

The terms and conditions governing the establishment of the Engineer/Architect Levels I, II and III titles and the working conditions of these titles, as well as the terms and conditions governing the Administrative (represented) titles, are set forth in Appendix D. Appendix D consists of Section 8 of the July 1, 1991 to June 30, 1994 Memorandum of Understanding (Benefits for Administrative Titles), the August 5, 1997 Letter of Agreement; the Memorandum of Agreement signed July 11, 1997 and August 7, 1997; the Memorandum of Understanding signed June 30, 1998 and July 6, 1998; and the March 8, 2000 Letter of Agreement.

Effective February 3, 2003, Administrative Architects and Administrative Engineers shall be reimbursed for professional license fees in accordance with the procedures currently in effect for the reimbursement of such fees.

Article XXXVIII Transit Railcar Technology Specialists Levels, I, II, III, IV and Intern Titles

All individuals currently and hereafter in the title of Transit Railcar Technology Specialist, Level I shall receive the same additional compensation as the Assistant Railroad Signal Specialist. All individuals currently in the title of Transit Railcar Technology Specialist, Level I, shall be credited for time served as "non-represented: in that title for the purpose of calculating their additional compensation.

All individuals currently and hereafter in the title of Transit Railcar Technology Specialist, Levels II, II and IV shall receive the same additional compensation as the title of Associate Railroad Signal Specialist, Levels I, II, and III, respectively. All individuals currently in the title of Transit Railcar Technology Specialists, Levels II, III, and IV, shall be credited for time served as "non-represented" in their respective Transit Railcar Technology Specialist titles for the purpose of calculating their additional compensation.

Article XXXIX. Longevity Increases

Effective July 6, 1998 and solely for prospective periods, employees represented by the Union in the Asbestos Handler Supervisor, Administrative Engineer, Administrative Project Manager, and Administrative Architect titles, and the Transit Management Analyst and Railroad Signal Specialist title series shall be eligible for the longevity increases provided in the [1995-2000] NYC Equity Panel Award and MCMEA agreements. For the purposes of longevity increases, only time served in the bargaining unit qualifies for eligibility.

Article XXXX. Universal Passes

The Authority shall provide each active employee who is a member of the Union with a Universal pass, and to revoke his/her TA-only pass.

Article XXXXI. Entire Agreement

1. This Agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written, and incorporating the applicable parts 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 1 does not preclude consideration of evidence as to an established past practice by the Impartial Arbitrator who shall determine what weight to attach to it in light of the other

provisions of this Agreement.

3. Excepted from paragraph 1 above are those matters set forth in the attached side letters, which are made part of this Agreement, and such others subsequently agreed upon, in writing, by the Presidents of both parties.

Article XXXXII. 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, 2002 and shall continue in full force and effect until June 30, 2005, 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 new contract shall begin sixty (60) days before the expiration date set forth herein.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29th day of May, 2007.

APPROVED AS TO FORM

BY: _____
Howard H. Roberts, Jr.
President

NEW YORK CITY TRANSIT AUTHORITY

BY: _____ 5/29/07
Ralph J. Agritelley
Vice President, Labor Relations

APPROVED AS TO FORM

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

DISTRICT COUNCIL 37

BY: _____
CSTG LOCAL 375, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIAL EMPLOYEES, AFL-CIO.

SCHEDULE "A"

ARCHITECT OCCUPATIONAL GROUP

Administrative Architect* (TA)
Architect, Levels I, II, III (TA)
Assistant Architect (TA)
Senior Architect (TA)

* Such employees in the title as are represented by the Civil Service Technical Guild Local 375 pursuant to the Agreement of Settlement in Levy v. Bürstein dated August 21, 1987.

ENGINEERING OCCUPATIONAL GROUP

Administrative Engineer* (TA)
Administrative Project Manager * (TA)
Asbestos Handler Supervisor (TA)
Assistant Chemical Engineer (TA)
Assistant Civil Engineer (TA and MaBSTOA)
Assistant Electrical Engineer (TA and MaBSTOA)
Assistant Mechanical Engineer (TA and MaBSTOA)
Assistant Railroad Signal Specialist (TA)
Associate Project Manager, Levels I, II, III (TA)
Associate Railroad Signal Specialist Levels I, II, III (TA)
Associate Railroad Signal Specialist OP Levels I, II, III (TA)
Chemical Engineer Levels I, II, III (TA)
Civil Engineer, Levels I, II, III (TA)
Electrical Engineer, Levels I, II, III (TA)
Electrical Engineer (Electronics) (TA)
Electrical Engineer (Railroad Signals) (TA)
Environmental Engineer Levels I, II, III (TA)
Mechanical Engineer, Levels I, II, III (TA)
Mechanical Engineer (Cars) (TA)
Project Manager (TA)
Senior Civil Engineer (TA)
Senior Electrical Engineer (TA)
Senior Estimator (General Construction) (TA)
Transit Railcar Technology Specialist (Levels I, II, II, IV)
Transit Railcar Technology Specialist Intern

* Such employees in the title as are represented by the Civil Service Technical Guild Local 375 pursuant to the Agreement of Settlement in Levy v. Burstein dated August 21, 1987.

SUBPROFESSIONAL ENGINEERING & ARCHITECTURAL OCCUPATIONAL GROUP

Associate Engineering Technician (Levels I & II) (TA and MaBSTOA)
Engineering Technician Trainee (TA)
Engineering Technician (Levels I & II) (TA)

BUILDING & CONSTRUCTION INSPECTION OCCUPATIONAL GROUP

Associate Inspector (Construction) Levels I, II (TA)
Construction Inspector (TA)
Inspector of Cement Tests (TA)
Steel Construction Inspector (TA)

SCIENTIFIC OCCUPATIONAL GROUP

Assistant Chemist (TA)
Assistant Geologist (TA)
Associate Chemist (Levels I & II) (TA)
Geologist (TA)
Senior Geologist (TA)

PURCHASE INSPECTION OCCUPATIONAL GROUP

Associate Quality Assurance Specialist (TA)
Quality Assurance Specialist (Metals) (Levels I, II) (TA)

ENGINEERING INTERN GROUP

Civil Engineering Intern (TA and MaBSTOA)
Electrical Engineering Intern (TA and MaBSTOA)
Mechanical Engineering Intern (TA)
Architectural Intern (TA)
Chemical Engineering Intern (TA)

PLANNER GROUP

City Planner (Levels I & II) (TA and MaBSTOA)
Associate City Planner (Levels I & II) (TA and MaBSTOA)

MANAGEMENT GROUP

Associate Transit Management Analyst (Rep)* (TA)
Associate Transit Management Analyst OP (Rep)* (TA)
Assistant Transit Management Analyst Engineering II (TA)

* Such employees in the title as are represented by the Civil Service Technical Guild Local 375 pursuant to the Agreement of Settlement in Levy v. Burstein dated August 21, 1987.

Subject	Classification	Issued	Number
Drugs and Controlled Substances	Administration		6.0.3

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

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Drugs and Controlled Substances	Administration		6.0.3

Island Rapid Transit Operating Authority and/or the South Brooklyn Railway Company.

4.0 DEFINITIONS

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

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

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.

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Drugs and Controlled Substances	Administration		6.0.3

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.

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.

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;

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 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.

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.

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 an 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 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.

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.

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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.

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 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 dereliction 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.

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 who tests positive for

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

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 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.

11.2 Should any of the provisions of this Policy/Instruction conflict with current FTA

standards/procedures pertaining to employees in safety sensitive positions, the FTA standards/procedures shall apply.

11.3 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.

11.4 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.

Subject	Classification	Issued	Number
Alcohol	Administration		6.9

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.

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Alcohol	Administration		6.9

4.0 DEFINITIONS

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

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

5.0 TESTING FOR USE OF ALCOHOLIC BEVERAGES

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

5.1.1 When directed by members of supervision or management following any unusual incident that occurs while on duty.

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

5.1.3 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.

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.

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6.3 When the blood alcohol finding is positive for an employee with one (l) or more years of service; following an incident that resulted in harm or injury to any person, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

6.4 Employees 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.

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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 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.

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.

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Alcohol	Administration		6.9

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.

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.

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

9.3 In the absence of an incident which resulted in harm or injury to any person, employees who meet the requirements of Section 9.0 within the time limitations of paragraph 9.4 following the first dismissal for a positive finding (see paragraphs 6.7 and 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 warning, final and absolute, that any dereliction 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 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.

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

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.

11.2 Should any of the provisions of this Policy/Instruction conflict with current FTA standards/procedures pertaining to employees in safety sensitive positions, the FTA standards/procedures shall apply.

Subject	Classification	Issued	Number
Alcohol	Administration		6.9

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

11.4 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.

September 1, 1989

APPENDIX C

Mr. Louis Albano, President
Civil Service Technical Guild,
- AFSCME
[illegible] Plaza, 4th floor
New York, N.Y. 10007

Dear Mr. Albano:

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

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

Sincerely,

Peter E. Stangl, Chairman

Alan F. Kiepper, President

Agreed to:

Louis Albano
Civil Service Technical Guild

MEMORANDUM OF UNDERSTANDING

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

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

Section 1 - Term

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

Section 2. - Continuation of Economic Terms

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

Section 3. - Welfare Fund

Article XI shall be amended as follows:

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

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

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

n 8. - Benefits for Administrative Titles

(a) During the term of this Agreement incumbents in the titles Administrative Engineer, Administrative Architect and Administrative Project Coordinators as of 9/11/89 shall retain the following managerial benefits.

(a) Managerial Health Benefit
(b) Managerial Terminal Leave
(c) Managerial Annual Leave Carryover

(b) Effective July 1, 1993, all other incumbents in the titles Administrative Engineer, Administrative Architect, Administrative Project Coordinator and Administrative Transit Management Analyst shall be entitled to the health benefits, terminal leave and annual leave carryover negotiated between the Authorities and the Union.

(c) Employees promoting to represented Administrative titles shall receive an advancement increase of $2000 or the minimum of the Administrative title, whichever is higher.

(d) Effective July 1, 1993, Associate Transit Management Analysts represented by the Union shall be entitled to the health benefits, terminal leave and annual leave carryover negotiated between the Authorities and the Union.

Section 9. - Random Alcohol and Drug Testing

(a) The Union agrees that the Drug and Alcohol provisions in the existing agreement will be amended to include Random Drug Testing provisions for titles deemed to be Safety Sensitive.

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

Section 10. -Timekeeping Differential

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

Section 11. -Disabled employees

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

Brooklyn, NY 11201 President

New York City Transit

August 5, 1997

Mr. Louis G. Albano
President
Civil Service Technical Guild
AFSCME, Local 375
125 Barclay Street
New York, N.Y. 10007-2183

Re: Interim Engineer/Architect Level II and III Appointments for Certain Provisional Administrative Engineers/Administrative Architects (Rep)

Dear Mr. Albano:

It is mutually agreed by the parties that the attached list of provisionals in the Administrative Engineer/Administrative Architect (Rep) title in Capital Program Management, whose current salaries are above the range for the Engineer/Architect Level I title, will be appointed, depending on current salary level, to a Engineer/Architect Level II or Engineer/Architect Level III title for a period of six months. These employees will be evaluated during that period for ability to perform the full duties of Engineer/Architect Level II or Level III. During this period, the employee will not suffer a reduction in pay.

If, at the end of the six month period, it is determined that the employee is able to perform the full duties of the Level to which he/she has been appointed, the employee will be assigned those duties.

If, at the end of the six month period, it is determined that the employee is unable to perform the full duties of the Level to which he/she has been assigned, the employee will be demoted either to his/her permanent title or to a title Management deems appropriate and paid a salary within the range of the title.

If Management determines that an employee's performance during the first six month period falls short of that necessary for assignment of Level II or Level III duties, but believes that with an extension of time the employee may be able to perform the full duties of the level to which he/she was appointed, Management may continue the appointment for not more than six additional months. If Management determines during this second evaluation period that the employee's performance does not demonstrate the ability to perform the full duties of the Level to which he/she was appointed, the employee will be demoted either to his/her permanent title or to a title Management deems appropriate and paid a salary within the range of the title.

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It is understood that employees covered by this agreement will be eligible for compensatory time but not overtime pay during the period in which they are not performing the full duties of the Engineer/Architect Level II or III. Further, time served at these Levels during this evaluation period will not be deemed qualifying time for the purposes of longevity or service increments.

It is also understood that Management is not prohibited by this agreement from exercising its prerogative to discharge provisional employees covered by this agreement during the first six month period, or thereafter.

The parties agree that the decision as to whether an employee passes the six month probation as a Level II or Level III or is returned to his/her permanent title or another title with the appropriate salary will remain with management and is not reviewable through the contract grievance procedure.

Sincerely,

Ralph J. Agritelley
Senior Director
Office of Labor Relations

AGREED:

Louis Albano
President, CSTG, Local 375

AGREED:

Mel Levy
Chapter President, CSTG Local 375

Attachments

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by the New York City Transit (hereinafter referred to as the "Authority") and the Civil Service Technical Guild, 375, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Civil Service Technical Guild, Local 375, AFSCME, AFL-CIO ("the Union") has proposed as part of its negotiations for a successor agreement to its labor agreement which expired June 30, 1994 that the Authority fully use the Engineering/Architect Levels series established by the City Department of Personnel by creating Level II and Level III positions; and

WHEREAS, the Authority plans to develop a technical career path for highly specialized engineering/architect personnel; and

WHEREAS, the Authority plans to perform periodic performance evaluations of engineers/architects and utilize the evaluation to place engineers/architects at an appropriate level based upon their level of responsibility and work performance; and

WHEREAS, the parties entered into an Agreement of Settlement, referred to as the Levy v. Birtstein Agreement, on August 21, 1987 whereby employees in the title Administrative Engineer/Architect, a managerial title, who were at a reporting level at the fourth level from the Chief Engineer in the Capital Program Management Department and at the fourth level below the department head in other departments were represented by the Union; and

WHEREAS, the Authority desires to eliminate all represented level employees from the Administrative Engineer/Architect title;

NOW THEREFORE, it is mutually agreed by and among the parties hereto, as follows:

FIRST: The Authority will create positions at the Engineer/Architect Levels II and Level III and recognizes the Union as the collective bargaining agent for employees in these levels. The terms and conditions of employment for employees in these levels shall be the same as for other members of the bargaining unit.

SECOND: The salary ranges for Engineer/Architect Level II and III shall be as follows:

Level II	$52,819 - $63,811
Level III	$59,087 - $69,657

The above ranges are those in effect on July 7, 1997 and are subject to change in accordance with the increases negotiated between the parties for other members of the bargaining unit.

D: The job descriptions published by the City Department of Personnel fo. these level positions are augmented by the TA specific duties descriptions attached to this agreement and shall govern appointment to and retention of the Engineer/Architect Level II and Level III positions.

OURTH: Certain employees who currently hold the title of Administrative Engineer/Architect (Rep), either permanently or provisionally, will be offered positions as Engineer/Architect Level II and III. Permanent Administrative Engineers/Architects (Rep) who accept these Level II and Level III assignments must relinquish their standing in the Administrative Engineer/Architect title.

FIFTH: Employees in the Administrative Engineer/Architect (Rep) title who are not selected for Level II and Level III appointments and who have permanent standing in the Administrative Engineer/Architect (Rep) title are grandfathered (will remain represented by the Union) by this agreement, but no new Administrative Engineers/Architects (Rep) will be appointed by the Authority. The benefits provided for these employees shall be the same as provided for other employees covered by the parties' collective bargaining agreement.

SIXTH: The salaries of Administrative Engineer/Architect (Rep) who are appointed to the Level II and Level III positions shall not exceed th range of these titles. Where an employee selected for Engineer/Architect Level II or Level III is above the salary range for the title, the employee shall be placed at the top of the range and would be eligible for negotiated increases as bargained by the Union with the Authority.

SEVENTH: Grandfathered Administrative Engineers/Architects (Rep) shall not be eligible for overtime.

EIGHTH: For the purposes of longevity increases time served in the Administrative Engineer/Architect title will not count, but that any time served in other eligible titles prior to time served as Administrative Engineer/Architect will be counted, without break in service, for the purposes of determining longevity.

NINTH: Assignment differential provisions, if any, contained in the collective bargaining agreements between the parties or paid by the City of New York shall not apply to Engineer/Architect Level II and Level III.

TENTH: The benefits package for employees in the Engineer/Architect Level II and Level III shall be the same as provided for other employees covered by the parties' collective bargaining agreement.

NTH: Administrative Engineers/Architects (Rep) who through special agreement by the parties continued to be covered under the managerial medical benefit plan after they became represented by the union shall retain these benefits.

TWELFTH: The parties agree that any change in benefits for these employees who retained the managerial benefit package will be discussed and resolved in the upcoming unit negotiations.

THIRTEENTH: It is understood that in the Capital Program Department it is contemplated that both Engineer/Architect Level II and Level III employees would report to the Construction Manager or Design Manager level titles. Further, it is also understood that employees who hold managerial level titles may also have the same reporting relationship to the Construction and Design Manager level title. The Union agrees that under the terms of Levy v. Burstein that employees at this level would not be eligible for representation by the Union. The Union agrees that it shall not seek to represent employees in these managerial titles.

FOURTEENTH: It is understood that the terms of this agreement will become part of the successor agreement of the parties' labor agreement which expired on June 30, 1994.

FIFTEENTH: It is understood that the parties will adhere to the terms of the October 18, 1983 letter addressed to Alan Viani from Robert Linn (attached) regarding the salaries of employees who are reassigned to a lower assignment level.

NEW YORK CITY TRANSIT AUTHORITY

By: _____
Ralph J. Agritelley
Senior Director
Office of Labor Relations

Date: 7/11/97

By: _____
Mysore Nagaraja
Senior Vice President
Capital Program Management

Date: 7/11/97

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

By: _____
Louis Albano
President

Date: Aug. 7, 97

By: _____
Mel Levy
Chapter President

Date: August 7, 1997

MEMORANDUM OF UNDERSTANDING

It is mutually agreed that the collective bargaining agreement and the Memorandum of Agreement dated August 7, 1997 between the New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authorities") and the Civil Service Technical Guild, Local 375 (hereinafter referred to as the "Union") shall be amended by the following terms:

Modification of Benefits for Employees in Administrative Titles

1. Effective upon full ratification and approval, all employees represented by the Union shall receive the same benefits package, regardless of the title they hold, or the date they joined the Union.

   Employees represented by the Union in the titles, Administrative Engineer, Project Manager and Architect, who, through special agreement or previous collective bargaining agreement, currently receive the managerial benefit package will no longer receive such managerial benefits. This includes, but is not limited to, health and welfare benefits, tuition-reimbursement, terminal leave, vacation carryover, or any other managerial benefit. The benefit package for employees in these titles shall be the same as for employees in other titles represented by the Union.

   This agreement with respect to the elimination of managerial benefits for employees who previously held them supercedes any previous agreements reached by the parties regarding the managerial benefit package for employees in Administrative titles.

   It is understood that the agreement contained in the August 7, 1997 Memorandum of Agreement that no new Administrative employees will be added to the bargaining unit remains in effect. It is understood that this includes additions in the Administrative Project Manager title. The only exceptions would be as required by operation of Civil Service law.

   The Union agrees to withdraw with prejudice the group grievance docketed as LDTS#98000318, Dept #DC37-01-98, which it filed at Step 3 on April 16, 1998 on behalf of Administrative Engineers and Administrative Architects regarding the withdrawal of managerial benefits.

Overtime Eligibility for Employees in Administrative Titles

2. Effective upon full ratification and approval, and solely for prospective periods, employees in Administrative titles represented by the Union shall become eligible for overtime pay pursuant to the overtime provisions of the collective bargaining agreement.

Longevity Increases

3. Effective upon full ratification and approval, and solely for prospective periods, employees represented by the Union in the Asbestos Handler Supervisor, Administrative Engineer, Administrative Project Manager and Administrative Architect titles, and the Transit Management Analyst and Railroad Signal Specialist series shall be eligible for the longevity increases provided in the NYC Equity Panel Award and MCMEA agreements.

   For the purposes of this longevity increase, only time served in the bargaining unit qualifies for eligibility.

Terminal Leave Cash Out

4. The Authorities agree to allow employees represented by the Union to cash-out, instead of run-out, terminal leave balances. This payment will be non-pensionable.

Railroad Signal Specialist

5. Effective upon full ratification and approval of the agreement, the assignment differential provided to employees in the Railroad Signal Specialist shall be eliminated.

Labor Management Committee

6. The parties agree to establish a labor management committee to discuss establishing additional levels for the following title series: Project Managers, Railroad Signal Specialist and Assistant Engineer.

Overtime Cap

7. The parties agree to establish a labor management committee to discuss the modification of overtime cap provisions for employees in engineering titles throughout New York City Transit.

Vacation Carryover

8. The parties agree that the number of days that may be carried over from one vacation year to another shall be increased from fifteen to twenty days. Employees will not be permitted to carryover any vacation accruals in excess of twenty days. Any employee who has more than 20 days of vacation at the beginning of the vacation year will have those excess vacation days converted to sick leave. It is understood that this provision applies to the vacation year beginning May 1, 1998.

   Any references to carryover in Article X, Section 2.4 shall be modified in accordance with the above.

Sick Leave Control List

9. The parties agree that the sick leave control provisions that are currently in effect will be continued.

10. The parties acknowledge that additional modifications reached during the coalition negotiations between DC 37, CSTG and CWA shall be integrated with the amendments specified in this agreement and the unmodified terms of the August 7, 1997 Memorandum of Agreement to form the successor agreement to the 1991-1994 collective bargaining agreement.

NEW YORK CITY TRANSIT

By: _____
Ralph J. Agritelley
Acting Vice President
Office of Labor Relations

Date: 7/6/98

By: _____
Steven Mayo
Senior Director
Office of Labor Relations

Date: 7-1-98

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

By: _____
Roy Commer
President

Date: 6/30/98

By: _____
Mel Levy
Chapter President

Date: 6/30/98

By: _____
Stanley Hill
Executive Director
District Council 37

by: Dennis Sullivan

Date: 6/30/98

TOTAL P.04

New York City Transit

March 8, 2000 **REVISED**

Mr. Bob Mariano, President
Chapter 2, Local 375
Civil Service Technical Guild
2 Broadway, Rm 730
New York, New York 10004

Re: Advancement Increases

Dear Mr. Mariano:

You have indicated an interest in settling the issue of advancement increases to certain employees in the manner described in my August 10, 1999 letter to Mel Levy, then Chapter President. This letter restates those understandings.

A dispute has arisen as to whether employees in the following titles are entitled to an advancement increase upon appointment to an Administrative (Represented) position:

Architect II or III
Engineer (all disciplines) II or III
Associate Project Manager II or III
Associate Transit Management Analyst (Represented)

Although the parties have agreed that there will no longer be appointments to the Administrative (Represented) titles, there will be some exceptions under unusual circumstances. The parties agree that these exceptions should be kept to a minimum. The parties also agree that there will be no advancement increase paid to an employee appointed into an Administrative (Represented) position. If an employee is earning less than the minimum annual salary, he/she will receive the minimum for the Administrative (Represented) title. If he/she already earns an annual salary greater than the minimum, the employee continues at that same salary in the Administrative (Represented) title.

NYC Transit agrees to pay the following five (5) employees an advancement increase retroactive to their appointment dates in Administrative (Represented) titles.

Name	Social Security No.
James Treanor	[redacted]
Sureshchan Patel	[redacted]
Mahendra Kamdar	[redacted]
Raju Culas	[redacted]
William Cuomo	[redacted]

MTA New York City Transit is an agency of the Metropolitan Transportation Authority, State of New York.
E. Virgil Conway, Chairman

Such payments will not be considered a precedent for any future matters whether judicial or administrative and will not be utilized by either party except to enforce the agreement reached herein.

The instant agreement supercedes any previous agreements and will be incorporated into the parties' collective bargaining agreement.

Sincerely,

Ralph V. Agnoley
Vice President
Office of Labor Relations

I agree to the terms set forth above.

Robert Mariano

Bob Mariano, President
Chapter 2, Local 375
Civil Service Technical Guild

cc: V. Bynoe-Kasden
J. Buckley
[redacted]
T. Burns

APPENDIX E

STIPULATION AND AGREEMENT

Stipulation and Agreement entered into between New York City Transit and District Council 37, Local 375, Civil Service Technical Guild (hereinafter referred to as the "Union")

Whereas effective September 22, 2003, pursuant to PERB decision CP-864, the administrative law judge granted recognition to Civil Service Technical Guild, Local 375, as the exclusive bargaining agent representing all individuals currently or hereafter employed by New York City Transit in the titles of Transit Railcar Technology Specialist I, II, III, IV and Transit Railcar Technology Specialist Intern; and

Whereas New York City Transit and the Union now agree to modify the wage rates for the above listed titles; and

Whereas the settlement of the instant matter is in furtherance of sound labor relations,

It is hereby stipulated and agreed, by and between the parties as follows:

First: Effective January 1, 2007, the annual salary ranges for the above listed titles will be as follows:

Transit Railcar Technology Specialist Intern (T80):	$44,317 - $46,669
Transit Railcar Technology Specialist, Level I (T81, T85):	$49,201 - $64,196
Transit Railcar Technology Specialist, Level II (T82, T86):	$58,405 - $73,533
Transit Railcar Technology Specialist, Level III (T83, T87):	$69,438 – $83,888
Transit Railcar Technology Specialist, Level IV (T84, T88):	$77,678 - $91,573

Second: Employees hired in the above referenced titles will be paid in accordance with the New Employee Hire Rate as outlined in the Memorandum of Economic Agreement, and will be paid at a rate 15% lower than the incumbent rate. After any two years of fulltime service, employees will earn the incumbent rate.

Third: The above listed employees and the Union jointly and severally hereby release the Authority from any and all claims, whether at law, in equity or arising by virtue of contract which they may have or which they may have had heretofore in connection with the underlying facts of the Agreement.

Fourth: Entering into this Stipulation shall not be construed as an admission by the Authority that it has violated any provision of the collective bargaining agreement between the Transit Authority and the Union, nor shall it constitute a precedent for the determination of any other disputes between the transit Authority and the Union. In this regard it is expressly understood that the arrangement herein is predicated exclusively upon the special circumstances of this matter and shall not be construed to represent the policy or procedure of the Authority. Furthermore, this Stipulation shall not be offered in evidence for any purpose or for any administrative, judicial or other proceeding except for the purpose of enforcing the obligation contained herein.

For: New York City Transit

2/7/07

Ralph J. Agritelley Date
Vice President
Office of Labor Relations

2/6/07

Christopher J. Johnson Date
Senior Director
Labor Research & Negotiations

For: District Council 37

Claude Fort Date
President
District Council 37, Local 375

2/15/07

Dennis Sullivan Date
Director
Department of Research & Negotiations